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ELEVEN POINTS OF LAW FOR THE LAYMAN (AND THE LAWYER)

By Edward V. Dunklee, of the Denver Bar

WHY should an article entitled "Law for the Layman" have a place in a Legal Magazine? Probably because it is almost a truism that professional men are poor business men, as far as their personal affairs are concerned. At any rate the test of this reasoning is whether or not, as this article is perused, the reader recalls any time when he has violated any of the fundamentals of the law herein referred to, which he undoubtedly understands thoroughly enough to advise his clients, but not sufficiently to follow himself.

The saying "Physician heal thyself" applies to the lawyer who refuses to take his own advice. The bovine intelligence shown by our able lawyers who have during their lifetimes headed their profession and yet died poor, or with their affairs hopelessly involved, illustrates what we mean.

As to the reason we have chosen eleven points, we are frank to say that we have none, except that history gives a large place to documents that are divided into points.

To the layman we wish to say that there is truth in the old statement, "That the man who is his own lawyer has a fool for a client", and the first suggestion for antidotes in the popular Pocket Diary—that a physician be called—so our advice is that a lawyer be consulted first.

The eleven points, then, for our consideration here, are:

1. Execute a proper Will.
2. Beware of partnerships.
3. Sign no man's bond.
4. Have the title to property examined before purchase.
5. Do not loan money without security.
6. Read before you sign.
7. Checking accounts.
8. Have all contracts in writing.
9. Keep valuable papers in safe or vault.
10. Be careful what you write.
11. Do not live on credit.

And for those who desire an even dozen we might add the now popular suggestion that "Crime never pays".

I.

Will

Nearly every one believes that he will sometime make his will, but the majority postpone this duty until it is too late. It is as important to have your will properly executed and witnessed in accordance with the laws of your State as it is to leave life insurance for the protection of your family. The laws of the states differ as to number of witnesses required and as to the technical execution of a will in order for it to be valid. If you are a layman, consult your personal lawyer and not a bank as to the details of your will and the appointment of an executor who is personally interested in your affairs and will see that your wishes are carried out. If you are a lawyer, make your own.

II.

Partnerships

Business partnerships are even more dangerous than marriage contracts, unless, of course, you are trying out the modern companionate marriage, and we therefore advise to beware of partnerships. A partnership involves personal liability, and, as in the case of marriage, you never know your partner until you have accepted him, and then it is often too late. A written contract should be drawn up in the case of every partnership, showing the exact assets and liabilities of the partnership, the obligations to be undertaken by the business, and a statement as to the division of profits and losses and the expenses allowed to be contracted by each partner. A partnership with only a general understanding is almost sure to fail and the partners become involved with their creditors and with each other. Remember, like marriage, it is for better or worse, and too often for worse.

III.

Sign No Man's Bond

We believe that Mr. Solomon, of Bible fame, advised his followers some time ago not to sign a bond—and we submit

that the rule holds good today. Of course where a relative is in difficulty it is sometimes necessary, but this does not come under the head of business sense and cannot be so included. The indiscriminate signing of bonds is a most dangerous practice and is bound to lead the signer into great difficulties.

IV.

Examination of Abstract

It is only common sense, to insure against mistakes in the title of the property you are about to purchase, to have an examination made by an attorney. The expense of such an examination is nominal and can only be regarded as sensible insurance against later pitfalls. Almost always there is a considerable amount involved in the transfer of property, and for the layman to attempt to pass upon any title is absolute folly. We believe it is not too broad a statement to say that this is one rule to which there are no exceptions.

V.

Loaning Money Without Security

"I had money and a friend. I loaned my money to my friend, and now I have neither my money nor my friend." This about tells the story. If you desire to help your friend give him the amount he needs—because it will probably amount to a gift anyway—and you will not thereby lose your friend, if you value his friendship. If you loan to him in a larger amount than he can pay back he becomes embarrassed over the fact that he cannot pay and you will soon lose his friendship as well as your money. This policy does not lead to parsimony, but on the other hand is good business judgment, and if followed you will have a fund on hand to help the needy friend by way of gift, where necessary.

VI.

Read Before You Sign

This injunction saves more trouble and is more far-reaching than would appear at first glance, as the courts are full of cases where people have failed to read the contracts signed by them. There is usually in a mortgage or promissory note a

considerable amount of small printed matter which often allows judgment to be taken under certain circumstances, and this should be understood by the signer. Remember the smaller the print, the greater the risk. Read the obligation you sign, or have it read to you, and ask your attorney to explain the part you do not understand. There are many cases on record where people have signed warranty deeds to their homes not understanding at all what they have signed or even inquiring as to the contents of the document.

VII.

Checking Account

We have no bank stock but advise a checking account for the receipts furnished by the checks. Hardly a month passes in the office but what the question arises as to whether or not a bill has been paid, and the best evidence is a signed and cancelled check. A checking account leads to careful business methods and prompt payment of bills, and discourages the carrying of large sums of loose money, or having it around the home. Keep your checks as receipts until the statute of limitations has expired in your State, if the account settled is in question, or for a period of one year for the average account.

VIII.

Contracts In Writing

About one-third of the lawsuits would be saved if people insisted on contracts in writing containing the details of proposed work or improvement. It is very easy to indulge in generalities, and then be disappointed in the work done. Ask for several bids on the work you propose to have done, and ask that these bids contain the specifications. Accept the one that meets your needs and your troubles are at an end, for you then will know just what to expect and what you will have to pay—otherwise you will probably be disappointed in both what you get and in what you pay, and often times settle the matter in court. Be sure and have all of the details of the agreement in the contract, as the written contract controls, and not the prior conversation.

IX.

Valuable Papers

A strong box with a key, in the home, is better than nothing for your valuable papers, but a safe or deposit box is far better, as many valuable deeds have been mislaid. It is well to place as many deeds as you can on record, as this protects your title for all time to come, whether you lose the originals or not; but in some instances valuable papers cannot be recorded, and in that case they must be retained in a safe place. Care in keeping your papers often protects your estate as well. In short, use the banks for your valuables, and your lawyer as your legal adviser.

X.

Writing

Solomon, again, warned us some time ago as to the danger of hasty or impulsive writing, and it was probably true then, as it is now, that you will not receive that intense enjoyment in seeing your letters in print in the public press, with glaring red head-lines, that you did at the time when you were so freely expressing your thoughts. If you doubt this pick up the evening paper and put yourself in the position of some of the effusive and love-sick writers of the missives set forth in full and in great detail on the front page. Most of those letters would never have been sent if the writer had waited over night to mail them in the morning. Many a man has suffered a sudden distribution of his wealth on account of his letters that were kept until they made valuable and interesting reading for the general public. Do right and fear no man; do not write, and fear no woman.

XI.

Do Not Live On Credit

Benjamin Franklin, in Poor Richard's Almanac, adjured his readers to live within their means, and that a "penny saved is a penny earned". The truths expounded by Poor Richard are more true today than ever before, with almost every other caller presenting a glittering plan whereby you may purchase some luxury, which you cannot afford, upon the installment plan. One of the greatest evils of our modern civilization is

this installment buying, because, on the one hand, it forces the seller to charge a higher price to take care of his losses, and on the other hand, the purchaser to pay a higher price on account of the time that he asks. Hardly anything is owned outright in this day and age, and it is only a question of the equity held by the purchaser, and just at what date it will pay him most to turn the article back. A recent vaudeville joke illustrates my point: An aristocrat was showing a tramp about his home, and pointing to an elegant set of furniture said: "That set goes back to Louis the XVth, my friend". The tramp answered: "That's nothing, I have a set in my home that goes back to Sears-Roebuck the 14th."

It is especially important for the young layman or lawyer to budget his expenses and to keep strict account as to what he is doing, so that he can tell from year to year what advance he is making in his profession and financially. In fact, this is one sort of advice that it is easy to give others, and so hard to take ourselves.

Crime Never Pays

Under this heading we might conclude that if the foregoing eleven points were lived up to by the reader the admonition, "Crime never pays" would not be needed. At any rate, in these days when we are studying ways and means for the prevention of crime, the above points might not be amiss towards helping to this end.

NOTICE

The new telephone number of Mr. Albert Gould,
Secretary of the Denver Bar Association, is Tabor 6072.