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under which he was claiming. He hesitated a moment and finally said that he thought it could be done by limitation, procrastination, litigation and negotiation. After some years of experience and investigation of the subject I am persuaded that the old man had evolved an idea that had in it greater merit than appeared to a casual observer.

In closing permit me to suggest that after nearly thirty years of practice and study of the law of tax titles, I have concluded that inasmuch as practically every tax deed means uncer-

tainty and protracted litigation, and inasmuch as a tax deed is not a title worth considering in this State, the entire law of tax sales, redemptions and tax deeds ought to be re-written to the end that somewhere in the procedure the rights of a stubborn, careless and negligent tax-payer should be cut off, extinguished and barred in a sane, just and sensible way. Does it not strike the Bar of this City and State that a system, the only result of which is litigation and doubt, should be replaced by a just system of certainty and security?

Verbal Leases

By JESSE H. SHERMAN, Esq.
of the Denver Bar

Under our Statute of Frauds, every contract for the sale of real estate must be in writing, yet a verbal lease for the period of one year is valid and enforceable. Not only is a verbal lease for one year valid, but a lease for one year to begin in future is also valid. 3 Colo. 287. 49 L.R.A. N.S. 820. It is possible to make a verbal lease for one year and then tack upon such lease another verbal lease for another year to begin at the expiration of the first year. This virtually permits a verbal agreement to cover a two year period, and no one knows how many times this process could be repeated.

The purpose of a written contract is to perpetuate the agreement of the parties in such permanent form that it cannot be disputed. The wisdom of requiring contracts for the sale of real estate to be in writing is so apparent that no one would have this law changed, but the wisdom of permitting leases to rest in parol is not so apparent, even though the term is limited. If there ever was any justification for a verbal lease, conditions have now

changed so that the law should be abolished.

Recognizing the uncertainty of verbal contracts, the law wisely refuses to enforce a verbal contract for the sale of real estate, and the law makes no distinction in the value of the real estate involved. It requires all such contracts to be in writing, and all verbal contracts for the sale of real estate are condemned, whether the property is worth \$1,000.00 or only \$100.00. All opportunity for disagreement is removed by requiring written agreements in every case.

There is just as great an opportunity for a misunderstanding over a lease for one year as there is over a lease for ten years, yet the law requires a ten year lease to be in writing and it places its stamp of approval upon the one year verbal lease. Instead of requiring the same certainty in respect to a short time lease which it requires of a long time lease, the law invites the parties to enter into a verbal lease for one year with all its uncertainties and then offers the good

services of its courts in an attempt to settle the controversies which arise.

Under our laws a very informal agreement can be construed into a lease where the tenant is in possession of the property, and the removal of a dishonest and irresponsible tenant is often a serious matter. The owner often finds that he has unconsciously used language which can be construed into a lease or an extension of a lease, and many landlords are afraid to talk to their tenants, except in the presence of witnesses for fear that the tenant and his family may conspire to place a false construction upon a most informal conversation concerning the property. Trivial conversations often lead to serious results. A tenant from month to month may request his landlord to paint his kitchen floor. The landlord in return may offer to furnish the material upon the condition that the tenant will do the work. The tenant accepts the paint with the remark that he will not do the work if he is obliged to move under the uncertain tenure of a month to month tenancy. Notwithstanding this remark, the landlord leaves the paint and the tenant applies it. The beginning of a controversy has started and a few more such informal conversations will grow into a lease and then there is an appeal to the courts. The parties themselves cannot repeat the actual conversation which took place, but the tenant in his zeal to remain may be expected to place a construction upon it most favorable to himself, and the landlord can be expected to be most positive to the contrary. The jury has the last guess; all because the agreement was not in writing.

The whole system of verbal leases is wrong. A law requiring all leases to be in writing would create no greater hardship upon the parties than the law requiring written contracts in case

of sale. If the law should declare every tenant of real property a tenant at will, or from month to month, in the absence of a written agreement, the parties could easily protect themselves by a written agreement if their contract covered any different or greater period.

In nearly all, if not all the states, the validity of short time verbal leases is recognized, but of late years legislation has been growing up in an attempt to correct the evils growing out of such laws. In New York a statute has been passed by which all agreements for the use and occupation of real estate in the City of New York which do not particularly specify the duration of the occupation shall be deemed to expire on October 1st next after the possession commences under the agreement.

In Wyoming a law has been passed requiring all extensions of leases to be in writing.

These laws recognize the uncertainty of verbal agreements and are a move in the right direction, but they start in at the wrong end of the problem. Instead of legislation attempting to correct the evils growing out of verbal leases, the evil itself should be prevented by removing the cause. The cause can be removed by requiring all leases, agreements for leases and extensions of leases to be in writing.

Even as You and I

"A fool there was, and he saved
some rocks,
Even as you and I;
But he took them out of the old strong
box
When a salesman called with some
wildcat stocks,
And the fool was stripped right down
to his socks,
Even as you and I."

—Tacoma Better Business Bureau