



The Lyles Law Firm, LLC Newsletter

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Moving to a New Disaster

Mr. Joseph Lyles

Evidence is increasing that undertaking a "do it yourself" move can be hazardous to your health.

I'm not referring to the risk of hurting your back lifting heavy furniture. I am

talking about getting injured or killed in a automobile/truck/trailer collision.

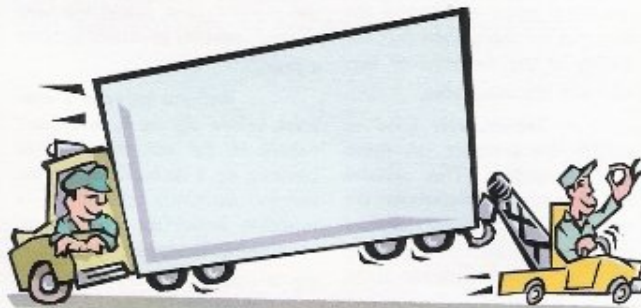
In the last decade there have been more and more serious accidents caused by poorly maintained rental trucks and trailers.

There have also been

terrible wrecks caused by improper towing of trailers as a result of poor advice and bad match-ups of cars with trailers.

You need to be very cautious when towing a trailer, renting a truck or trailer, or otherwise being involved in a do-it-yourself move.

However, if you or anyone you know gets injured when engaging in this type of activity, please feel free to contact me for a free consultation about your legal rights and remedies, at (864) 232-1676.



Are you in Bad Hands?

Mr. Joseph Lyles

An insurance policy is a legal contract, and on your side of the contract you agree to pay the charge or premium. In return, the insurance company's side promises to reimburse you in money for certain losses you may suffer.

Generally, the losses covered are property damage or personal injuries. However, almost anything of value can be the subject of an insurance contract.

Insurance policies are composed and prepared by insurance companies. They are usually long and difficult to understand. Also, these policies

are worded with the object of carefully limiting what occurrences are covered by the insurance policy. The state law often dictates what types and amounts of coverage at a minimum are offered in the insurance contract.

Some aspects of insurance law tend to protect the consumer's interest and others tend to protect the company's interest.

In general, insurance is a regulated area of business. State governments have specific agencies that deal with insurance companies and enforce the applicable regulations.

However, those agencies (often called commissions) rarely get involved with

individual claims. If you need help getting your insurance claim resolved you will often need to retain an attorney.

I highly recommend that you deal with insurance companies in writing. Having copies of your letters to the insurance company will make your case easier to prove if you have to go to court.



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Contracts: Read the Small Print



Mr. Joseph Lyles

Samuel owned a small trucking company and was persuaded by a salesman to sign up for uniform rental services. These services included a regular pick-up of his employee's dirty uniforms and a drop-off of laundered uniforms. Samuel's wife, who functioned as his personal secretary, signed

the paperwork. She indicated "Secretary" where the form contract called for a title, even though she was not the official Secretary of the corporation. The contract was typical in that it was almost completely skewed in the favor of the rental company, and it had a term of five years.

After a year or two, Samuel became dissatisfied with the qual-

ity of the uniforms that were being supplied to him, so he discussed the problem with the salesman. The salesman convinced Samuel to prepare a written letter that claimed he was satisfied with the service but simply wished to discontinue using it. Samuel simply wrote the letter as a favor to the salesman.

What he failed to realize was that the formal contract contained a clause that required a dissatisfied customer to send a written letter that explained his complaints or the customer could not cancel the contract for the reason that the quality of the uniforms or service was not acceptable.

Samuel later tried to cancel the contract on those very grounds. The uniform rental company insisted that the contract continue. Samuel stopped making the monthly payment he had agreed to in the

contract and was sued for the full amount of the remaining payments that the rental company was entitled to under the terms of the contract.

Samuel had a weak case because the uniform company could easily argue that the contract was validly signed by someone with apparent authority. Almost all corporations, have an officer called a "Secretary." My client's argument that the company Secretary didn't have authority to sign the contract was weak, especially since his company had ratified the contract by accepting the uniforms and paying the contractual monthly payment for over a year.

Be sure to read a contract before signing it, and don't expect to get out of a written contract on a technicality. In the current economic climate, it is especially important to speak to your lawyer before signing confusing contracts.

Get your free copy today, by simply coming in!

How You Can Avoid Legal Land Mines Legal Lessons for the Practical World

From the Book by Mr. Lyles:

When couples divorce, the family court judge often makes one side or the other responsible for paying a particular debt, like a car or house payment. The person who is not ordered to make those payments will often assume that the judge's order gets them completely off the hook, but it doesn't.

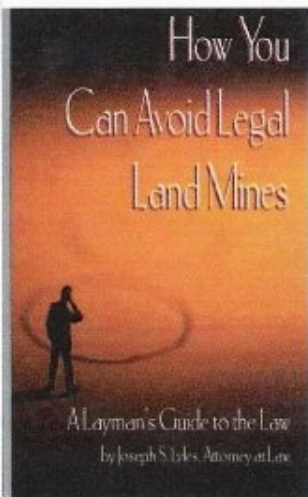
A family court judge does not have the authority to alter an existing contract between a third party, like a creditor bank, and the couple who have come before him for a divorce. The creditor is still

free to enforce its contract with either party, or both, assuming they both signed the original loan documents. In other words, your creditor can still sue you on the debt even if a judge ordered your spouse to pay the debt.

The power of any court to affect an existing contract is limited to interpreting it, not changing it. Courts also find implied agreements in written contracts. The most common implied agreement is the covenant of good faith. This legal fabrication was created by judges who saw that a strict, technical interpretation of a contract's terms could cause unfair results to one side or the other. To avoid what they saw as unfair results, particularly in insurance

contracts, the judges decided that there is an implied agreement among all parties to a contract that each side will act in good faith while following the contract.

The Lesson: Never assume a judge will save you from a bad contract you have entered, nor will a Family Court judge extinguish a debt you created while married. It's important for you to consider carefully the terms of any contract you are signing, because you are probably going to have to live with those terms. Unless the contract is very simple, it would be wise to have an attorney review it to help you avoid land mines lurking in the language.





Will the Defendant Please Rise?

By Christina Bradford

Dealing with judicial matters can be confusing and difficult if you do not know what to expect in the courtroom. This includes what will happen and the general layout of the courtroom.

It is important to obtain assistance from professionals, like Mr. Lyles, in legal matters, but it is also important that you are at least familiar with what a courtroom looks like.

A recent study found that among college students at a specific university, only four percent realized that the defendant sits in a different place depending on the courtroom.



On television programs, like JAG, or court shows, such as Judge Judy, the defendant is always on a specific side, and in some cases has a marked podium for "Plaintiff" or "Defendant."

Real courtrooms, however, are set up in a variety of ways. Therefore the location of the defendant depends on where the jury is sitting. In most courtrooms, the State or prosecutor is closest to the jury and the defendant is farthest from the jury.

Far more important than the geography of a courtroom, however, is who is in a courtroom. When dealing with legal matters, it is important that you consult and use a lawyer, in order to have the best experience possible.

Taxes

Mr. Joseph Lyles

Everyone hates paying taxes. I imagine that even IRS agents grumble about it from time to time. In spite of all the promises of politicians, our tax laws remain very complicated and thus a legal burden to the average citizen. When you need help, whom do you call?

The two primary professionals we usually call for tax help are accountants and tax attorneys. What's the difference? The biggest

difference, in my mind, is that no attorney-client privilege guards what you tell your accountant, but it does guard what you tell your attorney.

This privilege protects you from having your tax attorney testify against you. I also believe that most accountants have a very different approach to solving tax problems than do most attorneys.

It seems that accountants are usually more pragmatic than tax attorneys, but they may not understand all the nuances of the tax laws and regulations.

be costly, you need to weigh carefully whether to use a less expensive accountant or a more expensive tax attorney, or both.

The so-called death tax has received lots of media attention lately. A few years ago, the Congress passed and the President signed dramatic changes to the laws governing death taxes (more appropriately called "estate taxes").

The changes are supposedly going to phase out all estate taxes until this year, when they are scheduled to cease. However, other changes to the tax laws will probably negate much of these tax savings.

If your total net assets could exceed a million dollars upon your death, then you need to see an estate tax professional. Proper estate planning can help your heirs minimize the taxes upon the assets they inherit from you.

Also, estate planning can help you support charitable organizations with the money that would otherwise go to pay estate taxes.

Accountants and tax attorneys often approach tax questions from different perspectives, although they usually arrive at the same answers. Generally, accountants charge lower hourly rates than tax attorneys.

Because tax problems are complex and can





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Directions:
Across Grove Road from the
Greenville Memorial Hospital
Campus, near the Ronald
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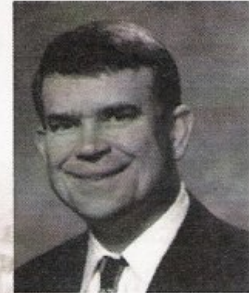


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We're on the Web!
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A Little More About Me

I grew up in Winnsboro, South Carolina. After high school I attended Furman University for 2 years and then I received a BS from Western Washington University in Environmental Studies and then I earned a Juris Doctorate Degree from the University of South Carolina School of Law. For one year I was a law clerk to the Honorable C. Victor Pyle, Jr., Judge of the Thirteenth Judicial Circuit, Greenville, SC, a job I held before I started active duty as a JAG for three years. Since then, I have worked as a member of a firm and as a sole practitioner.



I have practiced law since 1984 in a wide variety of areas including accidents, divorces, injuries, state permits, DUIs, contracts, military law, insurance, disability, employment matters, criminal charges, real estate, probate court, wrongful deaths, wills and trusts, bankruptcy, and have gained invaluable experience in court. Over the years my focus has increased on personal injury cases, having represented injured persons in cases involving everything from bicycles to airplanes.

I have appeared in administrative courts, city courts, magistrate's courts (small claims), state courts, federal courts, and appellate courts. My cases have ranged from small traffic tickets to multiple-victim wrongful deaths. I have also worked on environmental cases, representing landowners, individuals, and groups in legal contests with big corporations, government agencies, and others.

I live in Greenville County with my wife, Carole Howard Lyles. Many of you knew her father, Ernest Howard, when he was alive and practicing law. We have three children: Jenna (22), Kitt (19), and Brennan (16). I enjoy my family, working on my "mini-farm," other outdoor activities, photography, and reading.

"Common sense often makes good law"
-William Orville Douglas

"Our great republic is a government of laws, not of men"
-Gerald Ford

"Justice has taken its course and the authority and legitimacy of the legal process must be respected"
-Kofi Annan