

MARC JACOB, ESQ.

141 N. MERAMEC, SUITE 201
SAINT LOUIS, MISSOURI 63105

THE CHOICE OF A LAWYER IS AN IMPORTANT DECISION AND SHOULD NOT BE BASED SOLELY UPON ADVERTISEMENTS.

MARC JACOB, ESQ. Attorney And Counselor At Law

Spring 2010 #2

Concentrating in:

**Business and
Real Estate Law**

Tel: (314) 862-2237
Fax: (314) 862-1701
mjacob@marcjacobesq.com



Licensed in:

**Missouri
New York
Illinois**

141 N. Meramec, Suite 201
St. Louis, MO 63105
www.marcjacobesq.com

Spring is in the Air

Warmer weather, greener lawns and spring cleaning help us feel the renewal that is connected with the season. Renewal for our economy, though, seems to lag despite a number of positive economic indicators.

In order to drive success for our clients and our own businesses, staying on top of updates in the law and the economy will be critical. In this issue, I hope you will find useful and seasonal information to help drive your own success.

Wishing you all the best,

Marc Jacob

Business

Any business owner who has been burnt in a lawsuit will tell you that the specific terms of a contract, even down to a single word or placement of a comma, can make or break your company. Why is that, and what can you do to protect your business investment?

It is common practice in our society to sign contracts or check the “I have read and understand this” box online without negotiating over terms or even feeling we have the ability to do so. Such a practice in your business or for a major purchase, however, can be disastrous.

Contract Interpretation

Courts interpret contracts according to clearly defined rules. These rules are generally not found in any legislative or executive agency act, such as a statute or regulation. Rather, these are rules that developed over time through the Courts. Attorneys call it “Case Law.” Here is a recent example of a Missouri case concerning contract interpretation:

A Medical Association (“MA”) contracted to receive 80% of the fees collected by a Research Center (“RC”) performing surgeries at MA’s facilities. A minimum of \$10,000 per surgery would go to MA. Both had to agree to the performance of any surgeries with fees less than \$10,000. After RC performed hundreds of these cheaper surgeries, MA demanded \$10,000 for each and the RC refused to pay. The Appeals Court ruled that the contract was unclear as to whether MA agreeing to a cheaper surgery would mean the MA had to accept less than \$10,000 for each. Therefore, it was reasonable for the jury to decide that MA had not agreed to accept fees less than \$10,000 per surgery, *even when MA did agree to the cheaper surgeries.*

“The situation is all the more dire when you sign documents prepared by someone else’s attorney...”

Judgment for **\$1.9 Million** for MA. *U.S. Neurosurgical, Inc. v. Midwest Division-RMC, LLC*, 303 S.W.3d 660 (Mo.App. W.D. 2010).

Even when sophisticated companies like these have their attorneys drafting and reviewing contracts, issues arise that are not anticipated. The situation is all the more dire when you sign documents prepared by someone else’s attorney without having your own attorney review and make suggested modifications. Think about all the contracts terms you have signed onto and the cost of having just one of them interpreted against you in a lawsuit.

Communicate with your attorney in detail about the important personal and business contracts you are considering signing, whether leasing a commercial space or buying a house. You will be more likely to end up with terms in your favor.

Real Estate

You have the right to challenge the amount of your real property taxes via the local Board of Equalization or similar public body.

An assessment is a percentage of the amount at which the County appraises your property. In St. Louis County, residential assessments are 19% of the appraised value. Real property taxes are a percentage of that assessed value. Therefore,

“...all tax appeals will be decided based upon the fair market value on January 1, 2009...”

getting a lower County appraisal of your property will result in lower real property tax liability.

Starting every spring in St. Louis County, property owners can file to appeal the appraised value of their homes and other real estate. However, County appraisals are only done in odd numbered years

(2009, 2011, etc.). That means all tax appeals this year will be decided based upon the fair market value of the property on January 1, 2009, the date of the last County appraisal.

So if you bought your property this year and got a great deal, you may have to wait until 2011 to reap the property tax benefits of that bargain. However, if you can provide the proper evidence that on January 1, 2009 the market value was below the previous County appraisal you may prevail this year.

I have successfully obtained real estate tax reductions on millions of dollars of residential and commercial property, and would be happy to evaluate your situation.

Enjoy the beautiful spring weather while it lasts!