



F1691

**RIBBIT AND OTHER USEFUL LEGAL TERMS**  
**By W. Christopher Barrier**  
**Mitchell Williams Selig Gates & Woodyard, P.L.L.C**

At the noon hour, when he was not out of town trying a case, Coon Dog Twitchell could most nearly always be found at the Rainbow Tavern, with a cheeseburger and a caramel shake in front of him.

The Tavern was run by Ottiss Gumbahl, and had been for several years. Ottiss rented it from the Widow Maureen Mitcham, since her husband Jack passed away. When Jack got sick, he had hand written a will and a lease on the back of last year's wall calendar.

**No trick questions, please...**

Under Coon Dog's supervision the will was admitted to probate and no one questioned Jack's grant of an option to Ottiss to lease the tavern for a year, beginning currently, although Jack's complete intentions in that regard were not as clear as Coon Dog would have preferred.

Nonetheless, Ottiss and Maureen stood across the bar, exchanged signed copies of the exercise of the options and agreed on the rent, as the lease required.

Eleven months later, Ottiss let Coon Dog know that he and Maureen had shook on an extension of the lease for another year at the same rent. Several months later Ottiss paved and lighted the

parking lot, to Maureen's delight. "Hope this means you're sticking around," Maureen told Ottiss. "You bet," he replied.

### **Say it with asphalt...**

Still another year or so rolled by and Maureen asked essentially the same question, getting the same answer from Ottiss, while he was painting the tavern's front porch, "Looking forward to another year," Maureen allowed.

Then a couple of months later Maureen came slowly into the Tavern and said "Bad news Ottiss. I've been given the chance to lease to a new chain of family-friendly beer joints, with their theme based on the Tavern. They need to take over in a couple of weeks to get us ready for some event!"

"Wait a minute," exploded Ottiss. "We shook on another year's extension, which starts in a couple of weeks! Plus, you watched me paint your porch!!"

### **Ribbit...**

Maureen puffed up. "The lease says any extension gotta be in writing. Which also means you tripped over that statue of frogs as well!!"

Coon Dog gently told Maureen that the *statute of frauds* didn't apply to contracts of a year or less. Besides which, they both had clearly waived the writing requirement by their own actions. And then there was the reliance represented by the lot project. "You'll just have to wait a year, responded Coon Dog. Maureen fumed. But, as it happened, the chain folks determined that the Tavern's shuffleboard facilities were woefully inadequate for their purposes (something about a national tournament), which sank her deal.

So Maureen and Ottiss sat down with Coon Dog and roughed out a real long-term lease with all the necessary terms (a result that, upon reflection, Maureen found eminently more satisfying that the possibility of losing her identity to a bunch of frog statues).

*Chris Barrier practices real estate and tavern law in the Little Rock office of Mitchell Williams.*