

PET TRUSTS

I. INTRODUCTION

Professor Gerry W. Beyer, Governor Preston E. Smith Regents Professor of Law at the Texas Tech University School of Law, has an excellent website for pet trusts at www.professorbeyer.com. It should be consulted anytime a pet trust is contemplated.

The purpose of this outline is to discuss various methods for caring for pets after the owner is no longer able to do so, whether as a result of disability or death.

II. GIFTS OF PETS DURING THE OWNER'S LIFETIME

A. Outright Gift

Just like any other type of personal property, an owner of a pet may make a gift of a pet to any third party.

B. Gift in Trust

An owner may also create a living trust to provide for the care of a pet. Such a trust would contain provisions that are similar to those for a pet contained in a testamentary trust as described below. However, as it is the author's observation that most pet trusts are created at the owner's death rather than in living trusts, the remainder this outline will focus on testamentary pet gifts. This can be used as a test run to see how the people operate under the Trust.

III. GIFTS OF PETS AFTER THE OWNER'S DEATH

A. Gift to Individual

The simplest and most common method for making a gift of a pet is by an outright specific bequest. Appendix A provides examples of this type of gift. Although this keeps the Will relatively simple, the following matters need to be considered:

1. The Testator must provide a plan for the delivery of the pet to the beneficiary immediately after death and not wait for probate to occur.

2. The Testator should consider a gift of money to the pet beneficiary to help the pet beneficiary care for the pet so that the pet will not be a financial burden. As the gift of the pet and the cash are outright, the Testator has no control over how the pet is cared for and how the money is spent; accordingly, the pet owner must have great faith that the beneficiary will properly care for the pet.

B. Gift to Institution

Under the right circumstances, the owner can also make a gift of the pet to an institution dedicated to the care of pets. The Stevenson Companion Animal Life Care Center at Texas A&M University in College Station, Texas, is an example of such an institution. The Testator will need to make arrangements with the institution in advance and the cost will vary from institution to institution. Professor Beyer's website provides an extensive list of institutions that will care for pets after death.

C. Trust for Pet

The owner can create a trust for the pet at the owner's death. Section 112.037 of the Texas Property Code validates the concept of a pet trust in Texas. A pet trust will make the Will longer and more complicated, but it can be tailored to meet the specific goals of the Testator and it better protects the Testator's money.

1. This outline will only pertain to "express trusts" defined under Section 111.001 of the Texas Property Code as "a fiduciary relationship" between three parties:
 - a. Trustor -- the creator of the trust.
 - b. Trustee - the administrator of the trust on whom fiduciary duties are imposed to administer the trust as directed by the Trustor.
 - c. Beneficiary - the party for whose benefit the trust relationship is created.
2. There are several different types of trusts:
 - a. "Living" vs. "Testamentary" Trusts

A *Living Trust* is a trust created while the Trustor is alive; alternatively the *Testamentary Trust* is a trust created under a person's Last Will and Testament after the death of the person.

b. "Revocable" vs. "Irrevocable" Trusts

The most common type of Living Trust, a *Revocable Living Trust*, may be altered or revoked at any time by the Trustor. An *Irrevocable Trust* cannot be altered or revoked by the Trustor after it has gone into effect. A Testamentary Trust, just like the Will in which it is created, is revocable until the death of the testator, at which time it becomes irrevocable.

3. Some of the factors to be considered in a pet trust are:

- a. The amount of money to be given to the Trustee to provide for the care of the pet.
- b. The Beneficiary/Caretaker of the pet. The Testator should provide for one or more alternative Caretakers.
- c. The Trustee of this trust. Generally, the Beneficiary should not also be the Trustee because it would be difficult to objectively monitor the care of the pet. If the Testator wants the Trustee to also be the Caretaker, then the Testator should consider giving an outright gift, not a gift in trust. The Testator should name one or more alternate Trustees.
- d. Whether special directions for care are to be given or whether the Caretaker and Trustee are to use their best judgment.
- e. The Beneficiaries of the Trust after the death of the pet. Generally it is not a good idea to name the Caretaker or the Trustee, because they will have incentive to minimize the care of the pet.
- f. Whether offspring of the pet are to be covered by the trust.

APPENDIX A

Examples of gifts of pets in the form of specific bequests

APPENDIX B

A sample Will containing provisions for a pet trust.

The provisions of Article V are derived from Professor Beyer's website and are used with permission of Gerry W. Beyer, Governor Preston E. Smith, Regents Professor of Law, Texas Tech University School of Law. This sample Will is not intended to be used in all situations and the individual attorney drafting a pet trust must review all of the provisions of the Will to determine whether they apply to the particular situation.

APPENDIX C

Frequently Asked Questions About Pet Trusts, used with permission of Gerry W. Beyer, Governor Preston E. Smith Regents Professor of Law, Texas Tech University School of Law.

APPENDIX A

Example 1

Gift to Individual

I give my pet, (description and name of pet), to (beneficiary) along with the sum of \$_____ to help provide for (pet) proper care. If (pet) does not survive me, then the gifts in this paragraph shall be void. If (beneficiary) fails to survive me, then these gifts shall pass to (alternate beneficiaries). My Executor shall have no responsibility with respect to (pet) after delivery of (pet) and the cash gift to (beneficiary).

Example 2

Gift to Institution

I give (description and name of pet) to (name of institution) along with the sum of \$_____ to enable (name of institution) to properly care for (pet) [or to find a suitable home for (pet)]. If (pet) does not survive me, then the gifts under this paragraph shall be void.

The funds may be applied in the manner (name of institution) decides in its sole discretion, and I trust that it will use the funds in the best interests of (pet). My Executor shall have no responsibility with respect to (pet) after delivery of (pet) and the cash gift to (name of institution).

APPENDIX B
LAST WILL AND TESTAMENT
OF
JOHN Q. PUBLIC

I, JOHN Q. PUBLIC, of Houston, Texas, being of sound and disposing mind and memory, do make, publish and declare this to be my LAST WILL AND TESTAMENT, hereby revoking any Wills and Codicils heretofore made by me.

I.

DEBTS AND OBLIGATIONS

I direct that my Executor (Executor is used herein whether referring to Co-Executors, an Executor or an Executrix), hereinafter appointed, shall pay those of my legal obligations and debts as my Executor may determine to be due and owing, as soon as the orderly administration of my estate will permit; provided however, any obligation which my Executor may determine to be due and owing and which obligation is payable in installments, need not be paid during the administration of my estate, but may, if the terms of such obligation permit, be continued and paid in accordance with said terms.

II.

FAMILY BACKGROUND

I declare that I am married to SALLY Q. PUBLIC (my "Wife") and that I have no children.

III.

BEQUEST TO SPOUSE

In the event that my Wife shall survive me, I give, devise and bequeath to my Wife all of my property, real and personal, separate and community and wherever situated.

IV.

CONTINGENT BEQUEST

Should my Wife fail to survive me, then I give devise and bequeath all of my estate as follows:

A. I leave [description of pet animal] and [amount of money adequate for animal's care and trust administration expenses] to the Trustee, in trust, under the terms of the Pet Trust described in Article V of this Will. If [pet] does not survive me, then this provision of my Will shall be void.

B. I give all of my jewelry, clothing, household furniture and furnishings, tools, computers, chinaware, silver, pictures, works of art, books, personal automobiles, boats and other tangible articles of a personal nature, not otherwise specifically disposed of by this Will, to [beneficiary]. I intend to leave written instructions to my said beneficiaries as to how I prefer these personal effects to be distributed. Although these written instructions are not binding, it is my hope that my beneficiaries will honor my wishes. In the event that my beneficiaries cannot agree how to divide these items, then my Executor shall have sole discretion to divide all of these items among the beneficiaries, taking into account my desires and the desires of the beneficiaries, or my Executor may sell such items and distribute the proceeds thereof in an equitable manner. In making up the respective shares under this paragraph, my Executor may equalize any inequality in monetary value (as determined by the Executor) by a distribution of cash out of my residuary estate. My estate shall pay all costs related to the shipping of any of these items.

C. I give, devise and bequeath all of the rest, residue and remainder of my estate to [beneficiary].

V.

PET TRUST

The Trustee hereinafter named shall hold the share of my estate allocated to the Trustee under Article IV(A) hereof in a separate trust in accordance with the following terms and provisions:

A. [Caretaker] is the beneficiary of this trust provided [Caretaker] receives [description of animal] into [his] [her] home and provides [Animal] with proper care as defined in Section B of this Article V. The Trustee shall deliver [Animal] into [Caretaker's] possession after securing a written promise from [Caretaker] to provide [Animal] with proper care. If [Caretaker] (1) dies, (2) is unable to provide [Animal] with proper care, or (3) is not providing [Animal] with proper care, [Alternate Caretaker] shall be the beneficiary of this trust provided [Alternate Caretaker] satisfies the foregoing conditions. *(Note, continue in a like manner for additional alternates).*

If there is no qualified alternate beneficiary, then the Trustee shall select another caretaker, which may [or may not] be the Trustee.

B. Proper care means [description of care including but not limited to, for example, regular visits to a veterinarian, food, housing, and grooming]. The Trustee shall visit [Caretaker's] home [or location of Animal, for example if a horse is boarded at a site other than the Caretaker's home] at least [monthly] [quarterly] [annually] to make certain [Animal] is receiving proper care. If in the Trustee's sole discretion [Animal] is not receiving proper care as defined above, the Trustee shall immediately remove [Animal] from the Beneficiary's possession and deliver the animal to the alternative beneficiary.

C. The Trustee may not have [Animal] euthanized unless two veterinarians, independent of each other, agree that [Animal] has a serious or terminal medical condition.

D. The Trustee shall distribute \$_____ to [Caretaker] each [month] [year] for the proper care of [Animal] as defined in Section B of this Article V. The Trustee shall also distribute such additional amounts of income and/or principal as the Trustee deems appropriate for the proper care of [Animal] as defined in Section B of this Article V.

E. The Trustee [shall] [may] [shall not] use trust property to reimburse [Caretaker] for [expenses associated with the proper care of] any offspring of [Animal].

G. This Trust shall terminate upon the death of [Animal]. Death shall be proven by a death certificate from a veterinarian. [Animal] shall be deemed to have died six months after becoming lost. [Caretaker] shall provide reasonable proof of [Animal] being lost including, but not limited to, copies of police reports, ads in newspapers seeking the pet's return, and copies of posters placed in the community.

H. Upon the termination of this Trust, all remaining trust property shall pass to _____. If [remainder beneficiary] is not alive at the time of the trust termination, then all remaining trust property shall pass to [alternate beneficiary]. (Note, continue in a like manner for additional alternates).

VI.

A. GENERAL ADMINISTRATIVE POWERS OF TRUSTEE

B. OPERATIONAL PROVISIONS

(1) I hereby constitute and appoint _____ the Trustee of the trust created hereunder. Should _____ be unable or unwilling to act or to continue to act in such capacity, then _____ shall serve as the Trustee of this trust. I direct that no bond or other security be required of my Trustee.

C. MISCELLANEOUS TRUST PROVISIONS

VII.

APPOINTMENT OF EXECUTOR

I hereby constitute and appoint my Wife Independent Executrix of this my Last Will and Testament. Should she predecease me, fail, refuse or be unable to act in such capacity, then I constitute and appoint _____ Independent Execut[or][rix] of this my

Last Will and Testament. I direct that no bond or other security shall be required of my Executor and I further direct that no action shall be had in any County Court in relation to the settlement of my estate other than the probating and recording of my Will and the return of an inventory, appraisement and list of claims of my estate. My Executor shall have each and every right and power hereinabove granted to my Trustee with respect to the assets of my estate, and my Executor is specifically empowered to partition any property, real or personal, held in my estate to the beneficiary or beneficiaries hereunder, and to make such distribution in money or in kind or partly in money and partly in kind, as my Executor in his sole discretion may determine. I direct that my Executor shall serve without compensation, but my Executor shall be reimbursed for all reasonable expenses incurred in connection with his services.

VIII.

NO CONTEST

If, either directly or indirectly, any beneficiary under this Will should contest the probate or validity of my Will or any provision of my Will, or institute or join in any proceeding to prevent any provision of my Will from being carried out in accordance with its terms (including the mere filing of such proceeding and regardless of whether any such proceeding or action is instituted in good faith and/or with probable cause), then, in any such event, all benefits, gifts and bequests provided for such beneficiary under the terms of my Will shall be null and void and of no force and effect, and all such benefits, gifts and bequests shall pass as if such beneficiary had died before me without leaving any descendants living. Each gift given herein is made on the condition precedent that the beneficiary shall accept and agree to all of the terms and provisions of this Will, including this paragraph, and no distribution shall be to such beneficiary until such acceptance occurs.

IX.

MISCELLANEOUS

A. As used anywhere herein, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so indicates. Whenever the words "include", "includes", or "including" are used in this Will, they will be deemed to be followed by the words "without limitation".

B. The monetary amounts aforementioned in Articles ____ and ____ shall be adjusted at the time of my death and annually thereafter for inflation based upon the Consumer Price Index published by the Department of Labor (or if the Department of Labor no longer publishes this statistic, then such other branch of the U.S. Government as does publish it) with 2011 being the base year.

IN TESTIMONY WHEREOF, I hereunto sign my name to this my LAST WILL AND TESTAMENT, consisting of this and the _ preceding pages, all in the presence of the undersigned who witnessed the same at my request on this the _____ day of _____, 2011.

JOHN Q. PUBLIC

The foregoing instrument consisting of this and the __ preceding pages was signed, published and declared by JOHN Q. PUBLIC, Testator, to be his Last Will and Testament in our presence and we, at his request and in his presence, and in the presence of each other have hereunto subscribed our names as Witnesses on this the _____ day of _____, 2011.

Witness

Address: _____

Witness

Address: _____

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared JOHN Q. PUBLIC, _____ and _____, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument and in their respective capacities, and, all of said persons being by me duly sworn the said JOHN Q. PUBLIC, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he willingly made and executed it as his free act and deed for the purposes therein expressed; and that said witnesses, each on their oath, stated to me, in the presence and hearing of said Testator, that said Testator, had declared to them that said instrument is his Last Will and Testament, and that he executed the same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen (18) years of age or older and was of sound mind; and that each of said witnesses was then at least fourteen (14) years of age.

JOHN Q. PUBLIC

Witness

Witness

SUBSCRIBED AND SWORN TO BEFORE ME by the said JOHN Q. PUBLIC, Testator, and subscribed and sworn to before me by the said _____ and _____, witnesses, this the _____ day of _____, 2011.

Notary Public, State of Texas

APPENDIX C

[Home](#) [Legal Updates](#) [Book Updates](#) [Law Students](#) [Articles](#) [About](#) [Contact](#) [Just For Fun!](#) [Search](#)

Helpful Information

State Pet Trust Statutes
Sample Provisions
PowerPoint Presentation [TTU
SALDF [Feb. 13, 2013]
PowerPoint Presentation [Mortiz
Estates and Trusts
Association] [April 4, 2012]
Additional Information

Articles

Estate Planning for Non-Human
Family Members [updated June
2, 2014]

Estate Planning for Non-Human
Family Members [NYSBA
version of 12/5/2009].

Max's Taxes: A Tax-Based
Analysis of Pet Trusts, 43 Univ.
Richmond L. Rev. 1219 (2009)
(co-authored with Jonathan P.
Wilkerson)

Your Trust-worthy Pet, Legal
Times, March 10, 2008 [2 page
summary]

Estate Planning for Pet Owners
(Phoenix Landing Foundation)
(Feb. 2008) [annotated with the
special concerns of parrot
owners].

Pet Animals: What Happens
When Their Humans Die?, 40
Santa Clara L. Rev. 617 (2000)
[detailed law review article with
extensive historical information].

Interviews

Fox34 (Sept. 7, 2007)
KAMC28 (Nov. 5, 2007)



Frequently Asked Questions About Pet Trusts

1. What is a "pet trust"?

A pet trust is legal technique you may use to be sure your pet receives proper care after you die or in the event of your disability.

2. How does a pet trust work?

You (the "settlor") give your pet and enough money or other property to a trusted person or bank (the "trustee") who is under a duty to make arrangements for the proper care of your pet according to your instructions. The trustee will deliver the pet to your designated caregiver (the "beneficiary") and then use the property you transferred to the trust to pay for your pet's expenses.

3. What are the main types of pet trusts?

There are two main types of pet trusts.

The first type, called a "traditional pet trust," is effective in all states. You tell the trustee to help the person who is providing care to your pet after you die (the beneficiary) by paying for the pet's expenses according to your directions as long as the beneficiary takes proper care of your pet.

The second type of pet trust, called a "statutory pet trust," is authorized in over 45 states. A statutory pet trust is a basic plan and does not require the pet owner to make as many decisions regarding the terms of the trust. The state law "fills in the gaps" and thus a simple provision in a will such as, "I leave \$1,000 in trust for the care of my dog, Rover" may be effective.

4. Which type of pet trust is "better"?

Many pet owners will prefer the traditional pet trust because it provides the pet owner with the ability to have tremendous control over the pet's care. For example, you may specify who manages the property (the trustee), the pet's caregiver (the beneficiary), what type of expenses relating to the pet the trustee will pay, the type of care the animal will receive, what happens if the beneficiary can no longer care for the animal, and the disposition of the pet after the pet dies.

5. What if my state does not have a special law authorizing pet trusts?

You may still create a traditional pet trust even if your state does not have a pet trust statute.

6. When is a pet trust created?

You may create a pet trust either (1) while you are still alive (an "inter vivos" or "living" trust) or (2) when you die by including the trust provisions in your will (a "testamentary" trust).

7. Which is better – an inter vivos or testamentary pet trust?

Both options have their advantages and disadvantages.

An inter vivos trust takes effect immediately and thus will be functioning when you die or become disabled. This avoids delay between your death and the property being available for the pet's care. However, an inter vivos trust often has additional start-up costs and administration fees.

A testamentary trust is the less expensive option because the trust does not take effect until you die and your will is declared valid by a court ("probating the will"). However, there may not be funds available to care for the pet during the gap between when you die and your will is probated. In addition, a testamentary trust does not protect your pet if you become disabled and unable to care for your pet.

8. What does it mean to "fund" your pet trust?

Funding means to transfer money or other property into your trust for the care of your pet. Without funding, the trustee will not be able to provide your pet with care if you become disabled and after you die.

9. How much property do I need to fund my pet trust?

You need to consider many factors in deciding how much money or other property to transfer to your pet trust. These factors include the type of animal, the animal's life expectancy (especially important in case of long-lived animals), the standard of living you wish to provide for the animal, the need for potentially expensive medical treatment, and whether the trustee is to be paid for his or her services. Adequate funds should also be included to provide the animal with proper care, be it an animal-sitter or a professional boarding business, when the caregiver is on vacation, out-of-town on business, receiving care in a hospital, or is otherwise temporarily unable personally to provide for the animal.

The size of your estate must also be considered. If your estate is relatively large, you could transfer sufficient property so the trustee could make payments primarily from the income and use the principal only for emergencies. On the other hand, if your estate is small, you may wish to transfer a lesser amount and anticipate that the trustee will supplement trust income with principal invasions as necessary.

You should avoid transferring an unreasonably large amount of money or other property to your pet trust because such a gift is likely to encourage your heirs and beneficiaries to contest the trust. If the amount of property left to the trust is unreasonably large, the court may reduce the amount to what it considers to be a reasonable amount.

10. When do I fund my pet trust?

If you create an inter vivos pet trust, that is, a trust which takes effect while you are alive, you need to fund the trust at the time it is created. You may also add additional funds to the trust at a later time or use the techniques discussed below.

If you create a testamentary pet trust, that is, the trust is contained in your will and does not take effect until you die, then you need to fund the trust by a provision in your will or by using one of the techniques discussed below.

11. How do I fund my pet trust?

Direct transfers: If you create your trust while you are alive, you need to transfer money or other property to the trustee. You need to be certain to document the transfer and follow the appropriate steps based on the type of property. For example, if you are transferring money, write a check which shows the payee as, "[name of trustee], trustee of the [name of pet trust], in trust" and then indicate on the memo line that the money is for "contribution to [name of pet trust]." If you are transferring land, your attorney should prepare a deed naming the grantee with language such as "[name of trustee], in trust, under the terms of the [name of pet trust]."

If you create the trust in your will, you should include a provision in the property distribution section of your will which transfers both your pet and the assets to care for your pet to the trust. For example, "I leave

[description of pet] and [amount of money and/or description of property] to the trustee, in trust, under the terms of the [name of pet trust] created under Article [number] of this will."

Pour over will provision: If you create your pet trust while you are alive, you may add property (a "pour over") from your estate to the trust.

Life insurance: You may fund both inter vivos and testamentary pet trusts by naming the trustee of the trust, in trust, as the beneficiary of a life insurance policy. This policy may be one you take out just to fund your pet trust or you may have a certain portion of an existing policy payable to your pet trust. This technique is particularly useful if you do not have or anticipate having sufficient property to transfer for your pet's care. Life insurance "creates" property when you die which you may then use to fund your pet trust. Be sure to consult with your lawyer or life insurance agent about the correct way of naming the trustee of your pet trust as a beneficiary.

Pay on death accounts, annuities, retirement plans, and other contracts: You may have money in the bank, an annuity, a retirement plan, or other contractual arrangement which permits you to name a person to receive the property after you die. You may use these assets to fund both inter vivos and testamentary trusts by naming the trustee of your pet trust as the recipient of a designated portion or amount of these assets. Be sure to consult with your lawyer, banker, or broker about the correct way of naming the trustee of your pet trust as the recipient of these funds.

12. How do I decide on the individual to name as my pet's caregiver?

The selection of the caregiver for your pet is extremely important. Here are some of the key considerations:

- Willingness to assume the responsibilities associated with caring for your pet.
- Ability to provide a stable home for your pet.
- Harmonious relationship between the caregiver's family members and your pet.

13. Should I name alternate caregivers?

Yes. You should name at least one, preferably two or three, alternate caregivers in case your first choice is unable or unwilling to serve as your pet's caregiver. To avoid having your pet end up without a home, consider naming a sanctuary or no-kill shelter as your last choice.

14. What types of instructions should I include in my pet trust regarding the care of my pet?

Here are some examples of the types of concerns about which you may wish to provide instructions:

- Food and diet.
- Daily routines.
- Toys.
- Cages.
- Grooming.
- Socialization.
- Medical care, including preferred veterinarian.
- Compensation, if any, for the caregiver.
- Method the caregiver must use to document expenditures for reimbursement.
- Whether the trust will pay for liability insurance in case the animal bites or otherwise injures someone.
- How the trustee is to monitor caregiver's services.
- How to identify the animal.
- Disposition of the pet's remains, e.g., burial, cremation, memorial, etc.

15. Who should be the trustee of my pet trust?

The trustee needs to be an individual or corporation that you trust to manage your property prudently and make sure the beneficiary is doing a good job taking care of your pet. A family member or friend may be willing to take on these responsibilities at little or no cost. However, it may be a better choice to select a professional trustee or corporation which has experience in managing trusts even though a trustee fee will need to be paid.

16. Should I name alternate trustees?

Yes. You should name at least one, preferable two or three, alternate trustees in case your first choice is unable or unwilling to serve as a trustee.

17. Is it a good idea to check with the trustees before naming them in my pet trust?

Yes. Serving as a trustee can be a potentially burdensome position with many responsibilities associated with it. You want to be sure the persons you name as your trustees will be willing to do the job when the time comes.

18. What happens to the property remaining in the trust when my pet dies?

You should name a "remainder beneficiary," that is, someone who will receive any remaining trust property after your pet dies. Note that it is not a good idea to name the caregiver or trustee because then the person has less of an incentive to keep your pet alive. Many pet owners elect to have any remaining property pass to a charitable organization that assists the same type of animal that was covered by the trust.

19. What happens if the trust runs out of property before my pet dies?

If no property remains in the trust, the trustee will not be able to pay for your pet's care. Perhaps the caregiver will continue to do with his or her own funds. If the caregiver is unwilling or unable to do so, you should indicate in your pet trust the person or organization to whom you would like to donate your pet.

20. How do I get a pet trust?

You should consult with an attorney who specializes in estate planning and, if possible, who also has experience with pet trusts. You may find it helpful to give your attorney a copy of this article.

FAQs revised on Thursday, November 17, 2011.

In publishing these materials, the author is not engaged in rendering legal, accounting or other professional service. If legal advice is required, the service of a competent professional should be sought.

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