

“FROM THE CORNER”

U-CAN

In order for an archer to hit the target, specific skills such as strength, coordination and concentration must be successfully mastered. We, as individuals with dreams of successful lives, need to master those skills that will help us “hit the target”.

Ask yourself, what are my strengths? In what skills do I need improvement? What skills will help me to be of more value to my employer and myself?

The classes offered by our IRWA Chapter Instructors could be just the thing you need to help develop those skills. For a list of the classes available, check the IRWA Website at www.irwaonline.org

Help a friend by taking time to explain to them the benefits of belonging to our Chapter.

I’m looking forward to being a part of helping our Chapter grow, and a partner in learning. I invite each member to ask your friends to join with us in our IRWA family. **U-CAN!**

**Gene S. Kammerman,
Chapter 45 - President**



**Newsletter
August 23, 2007**

Editor: Rona Sanchez



WHO SAID THAT???

“You can’t wait for inspiration. You have to go after it with a club.” – Jack London



Please join us for our next chapter meeting!

Date: September 18, 2007
Time: 11:15 to 11:45 am
Location: Overland Express Restaurant
250 11th Avenue, Helena, MT

In addition to our usual chapter business, we will feature two guest speakers. *Please show up and support* these busy people who have taken time out of their schedules to update us on right-of-way industry business from their professional perspectives. The featured speakers are:

Loran Frazier from the Montana Dept. of Transportation

Topic: "What is MDT's major interest today in R/W Acquisition?"

David Whitlock from Mission Valley Power

Topic: "What is MVP's major interest today in R/W Acquisition?"

Please congratulate the following new (and some recycled!) Chapter Leaders when you see them.

Chapter Leaders	(Work)	(Mobile)
Gene Kammerman - Pres	406-721-4320	406-529-6931
Pat Compton- Pres- Elect	406-336-3810	
David Whitlock- VP & Educ Ch.	406-883-7951	406-253-3116
Rose Shea - Cert. Ch.	406-497-3399	406-491-5193
Bernard Lea - Mem Co/Ch	406-652-6921	
Rona Sanchez - News Ch/Past Pres	406-497-3663	406-490-2132
Dee Oakland - Sec	406-675-2939	
Harry McAllister - Treas.	406-755-2790	
Norman Lee - Alt. Dir.	406-677-3016	406-210-1214

GATES OF THE MOUNTAINS

A good time was had by all at our last Chapter meeting in Helena. Several of us went out to Gates of the Mountains later that evening for dinner on the pavilion and an evening cruise. At the time, the fires in the area were just starting and we had stunning close-up views of the fires and the fire-fighting efforts across from the pavilion. The helicopter with the water bucket flew right over the boat while we were on the cruise. We also saw a variety of birds. The boat guide provided us with fascinating stories about the history of the area and the Mann Gulch fire. I would recommend this dinner/cruise to anyone as a great way to spend a summer evening.



Picture of those who attended the last chapter meeting and installation of officers.

CONTRACT TRIVIA – Brought to you by Rona Sanchez

As professionals in the right of way field, we deal with many different and often difficult situations on a daily basis. It is easy to forget some of the right of way basics if we don't use them regularly. I thought I'd give you a little quiz to brush up on your contract knowledge. Here goes:

1. What is the first thing a person generally learns about contracts?
2. A contract is formed only when you have what three things?
3. Contracts can be bilateral or unilateral. Give an example of each type of contract.
4. What is the plain meaning rule?
5. What factors are commonly considered by the court in determining the contract terms when the parties disagree?
6. What are the requirements for a deed to real property?
7. What do people often forget when modifying a contract; whether it be a correction easement, lease amendment, or other contract?
8. What is the most important thing a person learns about contracts?

UPCOMING REGION 7 FORUM

Chapter 19 will be hosting the Region 7 Fall Forum on Friday October 5th, 2007. We are currently finalizing plans with the hotel and hope to have registration forms out by the end of the month.

There will be a reception Thursday night. Friday continental breakfast, coffee breaks and lunch will be provided. We will also be having a dinner for members and guests Friday night. We are working on a possible outing for Saturday if enough people are interested. Possibly golf or some other event.

This meeting is open to all those who wish to attend.

Also, if you can please send me an email if you are planning on attending so we can get an estimate of those attending, I would really appreciate it. We look forward to seeing everyone in October.

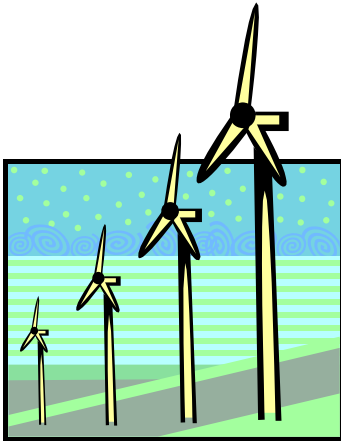
Thanks,

Julie Cope, SR/WA
509-220-4155
jcope@prolandllc.com

Our newsletter needs a name!

Please submit your ideas for a name for our newsletter to:

Rona Sanchez, 40 East Broadway,
Butte, MT 59701
or by email to:
rona.sanchez@northwestern.com



ANSWERS TO CONTRACT TRIVIA:

1. Read the fine print
haha!
2. An **offer, acceptance of the offer, and mutual valuable consideration**. You also must have a legal purpose and the parties must be competent.
3. A **bilateral contract** is one where each party to the agreement makes a promise of some sort to the other party. Bilateral contracts are the more common of the two. An example would be a lease.

A **unilateral contract** is one where only one party to the contract makes a promise. A unilateral contract is a promise in exchange for an act. An example of a unilateral contract is when you must complete an action before you get paid. Another example is a lottery. The purchaser of the lottery ticket makes no promises, but relies on the implied promise of the lottery officials that he/she will be paid if he/she has the winning ticket.
4. When the writing is unequivocal and clearly written, courts will enforce the contract according to its plain terms. Under this rule, the court looks **only to the body of the document** and does not consider outside evidence.

5. If the contract contains ambiguous language, a court will interpret the language according to how the court perceives the **intent of the parties at the time** they entered into the contract. The general guidelines are that the contract will be viewed as a whole in preference over interpreting individual clauses. Contract terms arising from **separate negotiation take precedence over** standard "boiler plate" contract language. A word means what is commonly means. **Specific language** takes precedence over general language. **Written terms** prevail over prewritten terms. The contract is **interpreted against the party who drafted it**. Prior dealings and industry practices may also be considered.
6. **Words of conveyance** are a requirement for a deed to real property. As is **a legal description** of the property, **consideration**, **names** of the parties, **signature** of Seller (Grantor) and delivery of Deed to buyer and buyers acceptance of the deed. Title passes only upon **delivery and acceptance**.
7. Additional consideration must given for modifications to contracts.
8. We learn that it is not possible to address every potential

thing that can go wrong. The best that we can do is to identify those areas of contract law that result in the most lawsuits and try to address these issues as fully as possible.

Now, I know that one or two of you are going to find a way to say that the answers I've given are not always correct . . . and you would be right. The court system is often unpredictable and may or may not follow the "rules" I listed in the quiz.

For other interesting reading on contracts, specifically waiver of contractual terms, see the Montana Supreme Court opinion in Danelson V. Robinson (2003) which can be found at the Montana Supreme Court Cases website:

http://fnweb1.isd.doa.state.mt.us/idmws/custom/sll/SLL_FN_Home.htm

This case was interesting to me because the Supreme Court opinion appears to toss out the Statute of Frauds requirement for written contractual changes and also remands the case on the basis of verbal conversations and not on interpretation of a parties intent based on their actions. I'm not an attorney, but it never hurts to stay current on what the courts are doing in terms of real estate issues. What this case does tell me it that, it is always best to get everything in writing and to maintain a good relationship with those you do business with.

Until next time – peace and good health to you all! ~ Rona Sanchez