**USING THE INTERNET FOR LEGAL ADVICE? YOU DON’T KNOW WHAT YOU DON’T KNOW**

**by Davis House**

No one would argue that the Internet has changed the way we operate, even to the extent of how we assess the risk of and enter into business relationships. Information has never been more readily accessible, as a few keyboard strokes yield instantaneous access to a seemingly endless variety of subject matters covering just about anything one’s imagination can conjure. It is now commonplace for people to turn first, and sometimes only, to the Internet to seek information, instruction, and, to the point of this article, advice. A physician recently told me that, more and more, his patients come for an office visit armed with medical information pulled from the Internet in support of their attempt at self-diagnosis.

As a lawyer, I see a similar trend in my field, with more people opting to use legal forms available on the Internet rather than consulting legal counsel. For some situations and transactions, these may not present much risk. But if the matter is worth thinking about, then it is probably something you should think through with the advice of counsel. Purveyors of legal forms actively market their products in all forms of media. They typically offer the lay person access to hundreds of non-industry standard contracts and other legal documents. The user simply pays a flat fee per form or may opt for a flat fee membership that allows access to the legal form vendor’s entire database of forms. The user can simply search for the genre of form document, ranging from employment contracts, leases, sales contracts, promissory notes, corporation formation, prenuptial contracts, or wills. Once the category is selected, a vendor’s website will provide a category from which to select the desired documents. When the category is selected by the user, he or she may be asked, electronically, a series of questions. Their responses are then processed to generate a final document that can be purchased and thereafter printed on a home computer. Literally within a matter of minutes, a person can receive, with minimal investment of time and money, what may pass as a personalized document meant to be legally binding.

But does the user know what it all means….or what it does not mean? Does the user know what else it should say to best further the user’s purpose? Know that access to raw information or a “form” is not a foolproof substitute for the advice of a lawyer in many instances.

Should you be considering the use of one or more of these inexpensive, “over the counter” legal products, there are other basic things you should be considering also. The nature and complexity of the legal issue first needs to be addressed. Many times, the complexity of the legal problem requires the need for advice from a lawyer. Do not discount the threshold need for analysis in defining the nature and scope of the legal issues to be addressed. Practical illustrations abound. A testator with even a half a million dollar estate typically should not rely on a simple will form to achieve her or his goals. Estate matters are necessarily complex and in many instances necessitate the retention of a lawyer conversant with property law, trusts, and the tax consequences of probate for the most effective means of transferring wealth and accomplishment of the testator’s last wishes.

The same in-depth assessment may be required in the informed decision to draft a sophisticated or specialized contract. Often it is essential for the provisions to be prepared by an attorney conversant with decisional law governing interpretation of specific contract provisions. Often these contracts involve the exchange of large sums of money, the enforceability of which often depends on the creation of protective provisions. It should always be remembered that a general rule of construction of contracts is that ambiguities in its provisions or terms will be construed against the drafter. An attorney can eliminate these unseen pitfalls with a simple amendment, assertion or revision to the final contract.

Land conveyances provide another subject area of law which often requires attorney oversight. In many instances, there is no substitute for the “eyes-on and hands-on” advice of an attorney in the drafting of appropriate statutory language absolutely necessary to effectively transfer title to the properly required by a land sales contract.

There are also geographic considerations that should be made, especially if the form is to be used in an interstate transaction. It is fundamental that the law of an individual state will govern the validity, interpretation and enforceability of a contract and its provisions. While a simple form contract may, at first blush, appear to accomplish the goals of the user, consideration of a given state’s law will ultimately govern its operation. It is often necessary for an attorney, who can identify the various comparative state law considerations, to determine which state’s law is preferred and to review the draft with a view of engrafting not only favorable but also enforceable provisions. Depending on circumstances, an attorney can insert favorable choice of law provisions in the contract. Absent the protection of these provisions, which state’s law governs the contract may be determined by factors such as where the contract was negotiated, where performance of the contract is to occur, or where the contract was executed. Also, certain public policy considerations in a given state may render void certain provisions of the contract. Failure to take into consideration the numerous variances and vagaries of an individual state’s law applicable to a given contract can lead to unforeseen and possibly catastrophic consequences.

Check also to see if the legal form you are considering on the Internet has a disclaimer of liability by the company selling it to you. Is that what you want? Know and take this into consideration of the risk-reward of using on-line legal forms. Given the instant accessibility and cost effectiveness of these forms, it is not hard to understand why they can be attractive. In some instances they can provide just what is needed. However, caution should be exercised in their wholesale usage in lieu of the safeguards provided by one-on-one advice of counsel retained to represent and protect your interests and your interests only. The old adage “you don’t know what you don’t know” may be in play, depending on the nature and complexity of your legal issues.