



Send letters by first-class mail to Managing Editor, *Texas Bar Journal*, P.O. Box 12487, Austin, TX 78711-2487; by overnight mail to Managing Editor, *Texas Bar Journal*, 1414 Colorado, Suite 312, Austin, TX 78701-1627; by facsimile to (512) 427-4107; or by email to [tbj@texasbar.com](mailto:tbj@texasbar.com).

## State of Forensic Toxicology

I am an emergency physician and medical toxicologist married to an attorney. I appreciated “The State of Forensic Science” issue (July, p. 566) because I serve as an expert witness in toxicology in a number of civil and criminal matters.

For years, forensic toxicologists have held the niche in opining on cause of death, impairment, or intoxication. Most of these individuals are trained in chemistry and have never cared for a patient. On p. 578, it states, “Forensic scientists conduct the tests, evaluate report results, perform interpretations of results, maintain quality procedures, and present these results to the courts.” My concern is the part regarding performing interpretation of results. Often, these forensic toxicologists are asked to render an opinion on impairment/intoxication based on a drug level, but that opinion should be made with the drug level *and* behavioral observations. The same is true regarding cause of death opinions from a toxic substance or drug. The medical examiner is not trained in toxicology. The forensic toxicologist’s interaction with the patient is a test tube of blood. That is why a medical toxicologist — someone who has an M.D. — needs to bridge the gap on these determinations and, hence, give more intellectually honest opinions. Believe it or not, there is no such thing as a lethal postmortem drug level — and yet decisions are being made every day regarding cause of death based on the actual drug

level. I am part of a group of 10 medical toxicologists that staff the Parkland ER and work out of the North Texas Poison Center. We are called upon more and more for these types of opinions.

**Stacey Hail, M.D.**  
*Dallas*

## The Almost Right Quote

I appreciated “What Great Writers Can Teach Lawyers and Judges (Part I)” by Douglas E. Abrams (July, p. 612). There is, however, an error in a quotation from Mark Twain. The quotation is incorrectly rendered in the published version of the article as: “The difference between the almost right word and right word is the difference between the lightning and the lightning bug.” This improperly rendered quotation appears in the section of the article which, ironically, discusses “Precision.” The quotation properly rendered should read: “The difference between the right word and the almost right word is the difference between lightning and a lightning bug.” Please note that the properly cited quotation is parallel in its construction: *right word* and *lightning* and *almost right word* and *lightning bug*.

**Tom Doyal**  
*Austin*

## No Discussion of Insurance

I have just finished reading the article “How to Protect Your Clients and Firm in the Event of Death, Disability, Impairment, or Incapacity” (July, p. 658). I was astonished by the fact that not one word was mentioned about life insurance or disability income insurance or long-term care insurance. Every firm plan, whether for a solo, small, intermediate, or large firm, should at least consider insurance in several forms on the life of the sole practitioner, partner, key attorney(s), etc. After all, this article is

directed at what to do if you die or become disabled or incapacitated. If this article was adapted from the Oregon State Bar Professional Liability handbook, it needs to be rewritten!

I am an attorney and, yes, I am in the life insurance and financial services business. These are the issues we deal with and address when calling on attorneys on a daily basis. When a sole practitioner dies, what’s the second question asked after “What happened?” “Did he have any life insurance?” When an attorney becomes disabled? “Did he have disability income insurance?”

**Samuel R. Lee**  
*Dallas*

## Errant Advice

The last sentence of “An Introduction to Mechanic’s Liens” (June, p. 548) states: “A suit to foreclose upon a mechanic’s lien must be filed within four years of the accrual of a claim.” This advice is misleading at best, and incorrect at worst. The majority of lien claimants will lose the ability to pursue foreclosure of their lien if they rely on that advice. The four-year statute of limitations will apply to a lawsuit to foreclose upon a constitutional lien, as is stated at the end of the pamphlet from which the article was drawn. But in most instances, a lawsuit to foreclose on a statutory M&M lien must be brought within either one or two years after the last date on which the claimant was required to perfect the lien by filing the lien affidavit. For construction projects that take an extraordinary amount of time for completion, the final deadline is one year after completion of the work under the original contract, which could be longer than the initial one- or two-year deadlines.

**Dennis McQueen**  
*Houston*