

The BSA Examiner®

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The BSA Examiner is a quarterly newsletter published by Wayne Barnett Software. If you have a question to ask or a story to tell (we promise anonymity), please call us at 469-464-1902.

Case #1— Whose money is it?

Mr. Harper spent his whole life in a small farming town. He never married and had no children—just a modest white house, an aging pickup, and a reputation for being frugal.

What most people didn't know was that Mr. Harper kept a safe deposit box at the bank containing savings bonds, inherited gold coins, and a thick envelope of cash he didn't trust in an account.

About three months before he passed, Mr. Harper added his recent acquaintance, Linda, to his safe deposit box lease. Single and in her mid-sixties, she'd been helping Calvin after he broke his hip—driving him to appointments, picking up prescriptions, and buying groceries. On several occasions, Linda had accompanied Mr. Harper on his trips to the bank and saw the contents of the safe deposit box. She knew he had a large amount of cash stuffed into the small box. She thought she had hit the jack pot!

A few months after adding Linda to the safe deposit box, Mr. Harper passed. Two days after his passing, Linda went to the bank to claim what she believed was hers.

The banker, who'd known Mr. Harper since childhood, gently explained that Linda was a co-lessee on the box that didn't automatically make her the owner of what was inside. Access and ownership were two different things. Being a co-lessee gave Linda access to the box—not ownership of its contents. Linda insisted that Mr. Harper had “wanted her to have it.” She said adding her to the box meant he intended for her to get what was inside.

Under Mississippi law (Miss. Code § 91-7-91 and related probate provisions), a bank may allow limited access to a safe deposit box belonging to a deceased person before a full estate administration is opened. When the box is opened for this purpose, the bank generally makes an inventory of the contents, will only allow certain documents to be removed, such as a will and the will is often delivered to the probate court or the named executor.

Adding someone to a safe deposit box lease generally grants access, not ownership. There was no written gift, no transfer document, no payable-on-death designation for the contents. The money and valuables legally belonged to Mr. Harper's estate.

When an executor was appointed, the box was inventoried. The contents were listed carefully: five (5) savings bonds and \$80,000 in cash and coins.

Unless Linda could prove the funds were a valid lifetime gift — which requires clear intent, delivery, and relinquishment of control — the court would treat the contents as estate property.

In the end, the judge ruled that the safe deposit box contents passed through probate like everything else.

Case #2— Trick out my truck-or trick me?

When Marcus got the text, he almost deleted it. The text read *“We’re launching a new sports drink campaign and will pay you \$600 a week to wrap your truck with our logo. Interested?”*

He laughed at first. Who gets paid to drive around? But money had been tight lately, and \$600 a week for doing nothing extra sounded like a miracle, sure, why not?

The response came almost instantly. *“Great! You’ve been selected for our promotional campaign. We’ll overnight your payment so we can get started right away.”*

Selected. That word made it feel official — like he’d won something.

The next day Marcus received an envelope with a check for \$3,200. The instructions were to deposit the check, keep \$600 as his first week’s pay and send the remaining \$2,600 to the certified installer to schedule the wrap.

Marcus paused. It felt strange that the company couldn’t just pay the installer themselves. But when he asked, the representative replied: *“Our accounting department issues a single promotional check to avoid delays. We’re launching this week, so timing is critical.”*

Marcus quickly made his way to the bank to deposit the check. The next morning his banking app showed the funds as available. Seeing the balance change erased most of his doubt. He transferred \$2,600 to the installer through Zelle. The installer stopped responding.

Three days later, his bank called. The check had been returned to the bank as counterfeit and the deposit had been reversed. Marcus sat in silence at his kitchen table, phone still in his hand, realizing the awful truth: the \$2,600 he sent was gone — and now he owed it to the bank.

His truck sat outside exactly as it had before. Unwrapped, unpaid and suddenly very expensive.

To get the latest news about scams, visit <https://consumer.ftc.gov/>

As fraud tactics continue to evolve — from safe deposit box schemes to car wrapping scams — awareness remains your strongest line of defense. We encourage you to stay informed and verify any unexpected requests. Protecting our customers, as well as yours, is our top priority, and we’re here to help you stay one step ahead of scammers.

If you like the stories and helpful guidance that we tell in our newsletters, you’ll love our easy-to-use software. We are Wayne Barnett Software. We’re not a big company, but our products compare nicely with Verafin, Abrigo and the others. You can contact us at rrigdon@barnettsoftware.com or 469-464-1902. Thanks for reading our newsletter.