

January 1944

## Humorous or Pathetic? - We Leave It to You

Dicta Editorial Board

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part of which could not have been developed without this aid.<sup>10</sup> The matter of post-war construction, as in the United States, is receiving the studied attention of the Commission.<sup>11</sup>

<sup>10</sup>WATER SUPPLY PROBLEMS IN VICTORIA. July, 1939, by L. R. EAST, Chairman State Rivers and Water Supply Commission.

<sup>11</sup>THE FINANCING OF DEVELOPMENTAL WORKS, 1943, Published by State Rivers and Water Supply Commission.

## Humorous or Pathetic? We Leave It To You

### AGREEMENT FOR SUIT

....., Plaintiff, versus....., and others, Defendants.

I, the undersigned, ....., Client, hereby apply to ....., Attorney, to represent me in the District Court of the City and County of Denver, State of Colorado, Case No..... Div..... (said Number is assigned by the Court the day after filing said suit). In making this Application I agree to the following of my own free will and act.

1. That I have read completely, or have same read to me, and understand fully each and every of the terms of this AGREEMENT before signing the same.

2. That I fully understand and agree that....., Attorney, cannot and does not guarantee to win any case; and specifically cannot and does not guarantee to win this case. All I ask is that said Attorney do all he can in my behalf.

3. That I fully understand and agree that this is a DISPUTED and DIFFICULT CASE, for reasons set forth on the third page of this AGREEMENT, and is a case to be settled by the Court, and that the only duty of the Attorney is to present my side of the case as best he can, under all the circumstances, and is not to be held responsible for the outcome of the case. That I have full confidence in his honesty, integrity and fairness: otherwise I would not ask him to represent me in Court.

4. I fully understand and agree that no lawyer can properly guarantee to win any case in Court. No lawyer knows how a Court or Jury will decide; that all clients must in all cases take that risk, and the client is not to question the honor or integrity of the Court, nor of her Attorney.

5. I fully agree to accept the decision of the Court, or verdict of the Jury without question; unless I appeal to the Supreme Court of the State of Colorado within the time limit, as explained to me by the Court and by my Attorney.

6. I fully agree that in case of Appeal, this Agreement shall be supplemented by another AGREEMENT FOR APPEAL, and the terms of payment of fees and commission, or either of them, and the payments of the Costs of Appeal shall be separate and apart and in addition to the terms of this Agreement.

7. I fully understand and agree to pay all Court costs in advance, or as they become due and payable, according to the following schedule, insofar as they can be set forth in advance.

See Schedule on second page.

I understand that the Attorney does not pay Court costs.

8. I fully understand and agree that, under the law, this case may be continued from time to time, by the Court, or by either side for good cause shown, satisfactory to the Court.

9. I fully understand and agree that in every law suit, unless compromised or settled before trial, one side must win, and one side must lose. That Courts and Lawyers are presumed to be honest, and do the best they can, under all the circumstances of the case, to arrive at a fair and impartial decision, and that neither Courts nor Lawyers are supposed to buy or sell law suits. I understand this law suit is a dispute between me and the other parties defendant, and not a dispute between the Lawyers or Courts.

10. I fully understand and agree that it is my duty—and not the duty of the Attorney—to furnish the evidence; to answer all questions of the Attorney in trying to get the facts of the case; to get the witnesses to the Attorney's office for interviews, when requested; to have witnesses served with subpoenas, and to pay witnesses when necessary; to furnish receipts, records and other papers and documents, etc., under the direction of my Attorney, as and when requested by him.

11. I fully understand and agree that if a compromise or offer of settlement is made, it is my duty—and not my Attorney's duty—to decide to accept or reject it after consulting my Attorney; and when accepted or rejected, I agree to be wholly responsible for the outcome, in Court or otherwise; that in the event of settlement or compromise, I agree to pay the costs and fees as herein outlined and agreed upon, the same as if the case had been tried in Court.

12. I hereby agree that my Attorney is empowered to perform the said services for and on behalf of me as Client, and to do all things necessary, appropriate or advisable, which the said Attorney may deem necessary, appropriate or advisable in this Suit.

13. Both the Attorney and Client will use their best efforts in furthering this Suit and in obtaining the necessary evidence and the attendance of witnesses.

14. As compensation for the services of the Attorney, as a Retainer, in starting this said Suit, I, the Client, agree to and do pay the sum of Five Dollars (\$5.00) for the drawing up of the Complaint, and the Summons and Lis Pendens, and in supervising the service of same and the filing of same. In addition thereto I agree to pay the stenographic fee of 25c per hour, which is estimated not to exceed the sum of \$2.00 for said Complaint, Summons and Lis Pendens.

15. I hereby agree to pay the following initial Costs:

Filing of Complaint—Docket Fee .....	\$13.50
Filing of Lis Pendens with Clerk and Recorder...	1.00
Service of various Summons .....	—?—

Summons cannot be served by Attorney nor any interested party to this suit. They may be served by the Sheriff or by any disinterested friend of Plaintiff, who may or may not charge for same. Such party must make Affidavit of Service and Client must pay for the Notary Fee.

If Summons is sworn to before the Clerk of the Court there is no additional fee. If before a Notary Public here.....\$ .25

Same is true as to swearing to Complaint..... .25

After Suit is properly instituted, filed and Summons and Complaint served on various Defendants, any one or more of them may file Motions or Demurrers, which must be either confessed and furnished or set down and heard before the Judge, before the case can be tried on its merits. These necessitate the looking up of the law on such Motions or Demurrers and the appearance of the Attorney in Court for Argument, which oftentimes take a half to a whole day extra in Court. For such appearances in Court I agree to pay the Additional Fee of Five Dollars (\$5.00) each.

When the Suit comes on for trial, there is much necessary preparation beforehand, and the appearance in Court from one half to one or more days. For each half day in Court I agree to pay the sum, in addition to above, of Five Dollars (\$5.00).

In addition to the above fees, I agree to pay a sum equal to 25% on any amount recovered, over and above the Costs of said Suit, that is, the 25% is reckoned on the net amount recovered. In the event the said percentage amount to the sum of One Hundred Dollars (\$100.00) then it is agreed that the above Retainers shall be absorbed and included in the said percentage as above stated.

16. It is fully understood that said Attorney has done a large amount of preliminary work in looking up the law, in making trips to the Court House, and to my home, etc., and in the event this AGREEMENT is not signed in full as above and this Suit is not filed as outlined above, then and in that event I agree to and do pay to the said Attorney

the sum of Ten Dollars (\$10.00) in full Satisfaction and Payment for said preliminary services, and both parties are then relieved of further work or consideration of said Suit.

17. I hereby agree to advance all said fees, as they become due as above stated, and to pay all necessary costs and expenses incident to the performance of said services, such as gas, oil, etc., and to pay any necessary Court costs or stenographic services as may be necessary and required.

18. This per cent as above set forth shall cover any money or property received or collected, by suit, compromise or settlement or otherwise, upon or in satisfaction of any claim, or recovery made, incident to, or as a result of, the said services of said Attorney.

19. This retainer and commissions shall be irrevocable, insofar as it may lawfully be made such, and the discharge or attempted discharge of the said Attorney, or the sale, assignment, transfer or encumbrance of claim or right of recovery, or the proceeds thereof, or any judgment thereon, whether resulting from his services or otherwise, shall not affect nor destroy his right and interest in the claim, right of recovery, the proceeds thereof, or judgment thereon. This retainer and commissions shall operate as an assignment, for the amounts stated above, to said Attorney as above outlined.

20. I fully understand and agree that this particular suit is against several different Defendants, each of whom have or claim different claims against me as Client and Plaintiff; that there are several different causes of action, which are difficult to combine in one suit; that with so many defendants representing different interests, there will no doubt be several different attorneys or firms of attorneys appearing for the various Defendants, which will make it necessary for my Attorney to do more work than where there is just one Plaintiff and one Defendant. That my said property is behind in taxes to such an extent that there may be nothing to recover, even though my Attorney should win as against one or more of the Defendants. That the two Quit Claim Deeds between me and ..... or ..... do not state that they were to pay my taxes as a part of the consideration for my Quit Claim Deed, thus making it difficult for my Attorney to prepare as strong a case in my behalf as if such consideration was definitely stated; that by reason of the possibility of long delay in getting a case of this kind to speedy trial, it would be unfair to ask my Attorney to depend wholly upon the uncertainty of a commission or percentage fee. That this paragraph sets forth some of the difficulties in an Attorney undertaking a case of this nature, and, therefore, is entitled to some Retainer as the case develops.

21. For and in consideration of the above AGREEMENTS, UNDERSTANDINGS and UNDERTAKINGS on the part of the CLIENT, I, the undersigned ATTORNEY, do hereby agree to undertake, to the best of my ability, as ATTORNEY, to represent said CLIENT in the above entitled cause. READ IN FULL BY BOTH ATTORNEY and CLIENT before signing in Duplicate at Denver, Colorado,

this.....day of....., A. D. ....

..... CLIENT

.....ATTORNEY

WITNESSES:

.....  
 (The foregoing contract was submitted, but not prepared, by CHARLES W. SHELDON, JR., of the Denver bar.)

## Jobs For Lawyers

The Placement Bureau of the Colorado Bar Association has recently had more requests for attorneys for legal positions than it has been able to fill. It is our belief that in the immediate future there will be additional requests. The number of applicants registered with the Placement Bureau has steadily declined, so that at the present time practically every previous applicant has been afforded the opportunity for legal employment.

Many of the requests are for attorneys with experience. This notice is to urge all attorneys who wish to secure other legal employment to register with the Bureau immediately. This suggestion is not simply for recent law school graduates, but is also for attorneys with varying degrees of experience.

It is also our belief that the number of applications from lawyers returning from active service will also increase in the near future. For this reason, we urge all law offices that now need or will need the services of associates to make their needs known to the Bureau.

MARK H. HARRINGTON,  
*Chairman of the Placement Bureau.*

**A Problem of Multiple Residences**

William Hedges Robinson, Jr., Esq.,  
 812 Equitable Building,  
 Denver 2, Colorado.

Dear Bill:

International law poses the difficult problem of dual citizenship.

This problem is, however, as simple as a 1914 income tax return when compared with the one presented by the second sentence of (1) of Section 13, Article VI, of the by-laws of The Colorado Bar Association.\*

Which of the four vice-presidents is currently residing in each of the four congressional districts? And will the election of March 7 next change this situation?

Yours very truly,

BENJAMIN C. HILLIARD, JR.

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\*The part of the by-laws referred to follows:

"Section 13. The officers of the Association shall be as follows: (1) A President, a President-Elect, and four Vice-Presidents to be elected at the annual meeting. One of the four Vice-Presidents shall be a resident of each congressional district. \* \* \*"

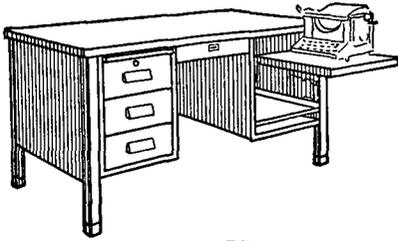
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To celebrate the first anniversary of the establishment of the legal assistance offices in the army, approximately fifty lawyers from the army and from civilian ranks met at a dinner in the Shirley-Savoy Hotel on March 16, 1944. Officers from each of the camps in Colorado and from the Office of Dependency Benefits were present.

The meeting was held under the auspices of the Lawyers' War Emergency Committee of the Colorado Bar Association, of which Ben E. Sweet is chairman. Presiding at the meeting was Stephen Park Kinney, chairman of the state bar committee on legal aid.

No formal speeches were delivered at the dinner, but various army officers and Frazer Arnold, Regional Director of the American Bar Association's Committee on War Work, spoke briefly on various phases of the program.

Milton E. Blake of Denver represented his son, Lt. Col. Milton Blake, who is in charge of the army's legal assistance plan.



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