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Justice as She Is

Howell W. Cobb

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Dictaphun

JUSTICE AS SHE IS * * * *!

By HOWELL W. COBB, Attorney, Durango, Colo.

CITY OF _____, COLORADO
Office of Police Magistrate
February 23rd, 1938

AGREEMENT: KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into this 23rd day of February, A. D. 1938, by and between the city of _____ by Police Magistrate, _____, party of the first part; and _____ party of the second part, to-wit:

For and in consideration by the party of the first part to the party of the second part, the suspension of the sum of \$5.00 of the fine imposed and the jail sentence of fifteen (15) days, same being part of fine and all of jail sentence given on the 22nd day of February, A. D. 1938, by the party of the first part to the party of the second part, account of penalty on complaint filed by Chief of Police _____ of the city of _____.

The said _____, party of the second part agrees to make payment of the balance of fine in the sum of \$7.50 on or before April 1st, 1938.

Furthermore; during the residence in the city of _____ by the party of the second part for a period of six months not to imbibe in any intoxicating liquor in any public place, or in any private room or residence and then go henceforth into any public place or any public thoroughfare within the city of _____. For any violation of this provision the said _____ is to forfeit any and all concessions made by the party of the first part, as a parole as outlined in paragraph two of this agreement. Also will be subject to such further penalty for such violation as in the opinion of the court the offense shall justify.

Should the said _____, party of the second, depart from the city of _____ during this six month period this agreement shall remain in full force and effect, and also for an aggregate period or any portion thereof of the six months upon the return of the said _____, party of the second part.

I, and each of us, have read all of the foregoing and am signing same with my (our) own free will.

Witness our hands and seals this 23rd day of February, A. D. 1938.

Party of the first part.

Witness:

Party of the second part.

Chief of Police.

ALL TECHNICAL LAND TITLE EXAMINERS, PLEASE
NOTE—BACK TO THE VERY BEGINNING.

By H. A. FEDER of the Denver Bar

In response to a request from a New York law firm, a New Orleans attorney recently rendered an opinion on the title to a tract of land in Louisiana. Back came a letter from New York saying that the opinion was O. K. as far as it went, but that title to the property prior to 1803 had not been covered satisfactorily and here is what the New Orleans lawyer wrote:

"Please be advised that in 1803 the United States of America acquired the territory of Louisiana from the Republic of France by purchase. The Republic of France in turn had acquired title from the Spanish Crown by conquest, the Spanish Crown originally having had its title by virtue of the discoveries of one Christopher Columbus, a Genoese sailor, who had been duly authorized to embark upon his voyage of discovery by Isabella, Queen of Spain. Isabella, before granting such authority, had obtained the sanction of his Holiness, the Pope; the Pope is the vicar on earth of Jesus Christ; Jesus Christ is the Son and Heir-Apparent of God; God made Louisiana."

DID YOU BITE?

He came to my office on urgent business and was soon ushered in. He prefaced his business conversation by reminding me of our previous acquaintance, campaign work together, etc. I remembered (?) and was eloquent with appreciation.

He had a letter from a friend at Julesburg who had suffered a serious personal injury and needed a lawyer. All the local attorneys were afraid of the soulless corporation, guilty of the tort. His friend had heard of me (hurrah) and wanted my friend and caller to see me and learn whether or not I would take the case.

I was deeply interested. I leaned forward. I took a pencil pad, got his statement, made a sketch as he directed, and placed a red "X" to mark the spot.

He was going to Julesburg the following Sunday to bring my near-client to Denver for a consultation. I opened my desk book and noted the engagement—"2:30 P. M. December 20th." Business! Damages \$5,000.00. Expense \$75.00, Net \$4,925.00. My split \$2,462.50!!

He was leaving. My suppressed appreciation was oozing out.

He had opened the office door. Then he remembered! "By the way," he said, in broken English, as he closed the door and turned back to my desk. "I will need gas and oil for that trip to Julesburg. I have just \$2.00 and wondered if you could let me have \$2.50 to make out my expense."

That was six weeks ago. He has not returned with the client. I didn't bite. Did you? N. O. SUCKER.

PLAY THIS ON YOUR "PIONA"

Dear Sir:

Receiving your letter saying I owe the.....Music Co. of Denver Colo. One hundred fifty two dollars and ten cents. (\$152.10) for a piona and bench. I do not owe them that amount. I only owe them twenty five dollars (\$25.00) I still have the shecks that I payed them and also have the receive that they send back to me. and also payed them Ten dollars (\$10.00) in cash when I received the piona. and I did not want the piona in the first but they brought it here so I took it. And also have a lot of witness. I You can not sue me in Nebraska. because I live in Kansas I got my lawer, and also have all my receives. And if you want to take it coutr court if you are willing.

YOURS TRULY

MR. BLANK HAIGLER, NEBR.

HAVE YOU BIFURCATED AN INFINITESIMAL FILAMENT RECENTLY? IT CAN'T BE DONE.

"The opposed argument is that because the result of the damaging force operating during employment, did not come until later, although it arrived almost immediately and without independent intervening cause, there was no accident during the employment.

"That is to attempt bifurcation of a filament too infinitesimal to be split. The purpose of a law is not to be defeated by such snares of naive sophistry. *Ueltschi vs. Ice Company*, 276 N. W. 220.

In other words, we would not be indulging in a violent presumption to assume that the scintillating omniscience of the Court detected the Boeotian mediocrity of the argument frowned upon. (Paging Al Vogl.)