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## Trial Court Decisions

Dicta Editorial Board

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## ◆ ◆ Trial Court Decisions ◆ ◆

*City and County of Denver v Sronce. In Denver County Court before Judge Luxford. No. 74715.*

Defendant was arrested in one of the "Mountain Parks" owned by the City of Denver and outside of its corporate limits, for reckless driving in violation of an ordinance of the City of Denver expressly applicable to the Mountain Parks. The arrest was made by police officers of the City of Denver.

For such violation a fine was imposed on defendant by the Denver Municipal Court, from which judgment defendant appealed to the County Court. Admitting the power of the City to own territory outside of its corporate limits, defendant contended that this does not give the City any police jurisdiction over such territory and that the City has no power to regulate traffic on the roads in such territory and the Municipal Court no jurisdiction to fine persons for violation of such regulations. Defendant contended that such police powers were in this case vested solely in the authorities of Jefferson County.

*Held:* That the City of Denver has authority to make regulations for the traffic in such territory, and to employ officers to enforce the same, and that its Municipal Court has jurisdiction to impose fines for the violation of such regulations. *Judgment affirmed.*

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*Amick vs. Amick. In the District Court for the City and County of Denver. Before Judge Calvert, No. 63359.*

In 1918 the wife secured a divorce from the husband in a non-contested case. The parties reached an agreement out of court as to the financial settlement; and in pursuance of this agreement, the defendant paid plaintiff \$3,000.00 before the entering of the final decree.

The final decree of divorce entered on motion of plaintiff's attorney provided that the parties had agreed upon the amount of money to be paid plaintiff and the manner of its payment to plaintiff, which was to be in full settlement, and that defendant had fully complied with the terms of that agreement as had been set forth in the Court's findings of fact and conclusions of law, and the decree provided that the defendant was "forever discharged and released from any and all liability, claims, or demands of whatsoever kind or character, which the said plaintiff may have against the defendant, his heirs or assigns, with regard to any or all of his property, real, personal or mixed, rights or hereditaments, and shall be relieved from payment of any and all alimony."

In July, 1931, plaintiff filed her petition to re-open the case, vacate the decree and award the plaintiff additional alimony, the petition setting forth

that the plaintiff was poor and that the defendant was now living in affluence and that the settlement had been secured through misrepresentation of defendant as to the worth of his business. Defendant demurred to the petition.

*Held:* On account of the decree entered in 1918, the matter is res judicata. The Court has no power to re-open the case or vacate the decree. The only cases doing so are those involving decrees providing for future payments of alimony or cases where children are involved. Demurrer overruled.

*Jewell vs. Jewell*, 71 Colo. 470, distinguished on the ground that the life estate originally given in full settlement of alimony in that case was in effect alimony to be paid in future installments, it being a life estate in income property.

While the Court had the demurrer under advisement, it heard the evidence in the case. The Court also found for the defendant on the facts.

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A letter addressed to a Denver attorney at "2021 Extricable Building" was duly delivered to the addressee at his office in the University Building.

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Justice is the set and constant purpose which gives to every man his due. The precepts of law are these: To live honorably, to injure no one, and to give every man his due.—*Justinian*.

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Right is therefore the sum of the conditions under which the will of one can be brought into harmony with the will of another according to a universal law of freedom. Every act is right which, in itself, or in accordance with its maxim, can co-exist with the freedom of the will of each and all according to a universal law.—*Kant*.