Justice In Rusk County

The contributions for this month’s column are from Dallas (Ryan Greene), Houston (Gregg S. Weinberg and Robert G. Smith, Jr.), Lubbock (Jack McClendon), Port Lavaca (Charles A. Hood), and Texarkana (Justice Bailey C. Moseley).

JUSTICE IN RUSK COUNTY

This marvelous! contribution is from Justice Bailey C. Moseley of Texarkana (Court of Appeals, 6th Appellate District), who writes:

“A number of years ago, I was engaged in a jury trial in Rusk County, representing the defendants in a trespass to try title case in which the plaintiffs were claiming ownership by adverse possession. The plaintiffs had a woman who lived nearby testify about the supposed long and continued use of the property by the plaintiffs.

“On cross-examination, I wanted to establish that the witness did not fully understand which piece of land was really in controversy, so I began to question her about its location.

Q. What direction is this property from your house?
A. Well, I am not too good at telling directions.

Q. Okay, let’s talk about it in ways that can help this jury understand. Say that it is just at dawn and you step out onto your front porch. You see the sun coming up. From what direction is it rising?
A. I think it is coming up in the North.”

Judge Moseley adds: “The jury broke up laughing, but the witness never seemed to understand what she’d said to make them laugh.”

THIS MADE THE CUT

This contribution is from Ryan Greene of Dallas, who found this verification:

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

BEFORE ME, the undersigned Notary Public, personally came and appeared: CHARLES _____, who is deceased, who, after being by me, duly sworn, did depose and state the following:

That he is the petitioner in the above and foregoing Petition for Damages;

That all of the allegations contained therein are true and correct to the best of his information, knowledge, and belief.

____________________
Charles _____

Sworn to and Subscribed before me, this 29th day of October, 2004.

________ Notary Public

DEPOSITION DIARRHEA

Gregg S. Weinberg of Houston (Lyman, Twining, Weinberg & Ferrell), who “attended SMU Law School many moons ago,” attended a deposition in Atlanta of a fellow named James Quay, a party in a complex case until his discharge in bankruptcy. Gregg says, “We knew the minute Mr. Quay made the comments that his words were destined for et cetera.”
Q. Okay. Did you tell Mr. Ramirez that even though you had all this education, you didn’t have any experience?
A. No. I did not tell him. That would be like telling your date that you’ve got herpes on the first date. You just wouldn’t — wouldn’t tell her.
Q. Okay.
A. Not that I do. I don’t, for the record. But if I did, I sure wouldn’t tell her on the first date.
Q. Okay.
A. I’m not sure I would until I decided to marry her. Then I might tell her. All right? But no, I — I didn’t tell Mr. Ramirez the areas that I was — that I was not proficient in. No.
Q. Okay.
A. We didn’t have a discussion about what areas I was deficient in.
Gregg adds: “You can imagine the discussion we had during the deposition about areas he was ‘deficient in.’ I have a list for my clients that I’ve developed over the years about how to answer questions and what never to say at a deposition. I guess I will now have to revise that list.”

CLASSIC TYPOS
Charles A. Hood of Port Lavaca writes, “Just thought you’d like to know that attorneys aren’t the only ones who make mistakes. The following quotations are from a medical report of one of my clients:

General Physical Examination
Mr. Sansom is a 1860 year-old male. (Date of Birth: July 23, 146) (A.D. or B.C.? I wonder.)

Jack McClendon of Lubbock found this typo in the acknowledgment portion of the following form on Westlaw: “2 Texas Forms Legal Bus § 2C: 13 Declaration of dedication — Attached to plat by owner — Subdivision plat.”

Before me, the undersigned authority, on this day personally appeared [owner], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

THE DEFINITION OF AN INSURANCE COMPANY
Robert G. Smith, Jr. of Houston sent this exchange from the deposition of his corporate representative in a case where an insurance carrier withdrew coverage after a medical malpractice suit had been filed against a physician. The physician failed to include the incident in his application, when he should have realized a suit would be filed. The deponent is explaining the definition of an insurance company:

Q. All right. And, of course, when you’re — you guys are in the business of trying to foretell the future, kind of on a statistical basis. Right?
A. The definition of an insurance company is three guys in a car. You got the marketing department with their foot on the gas. Underwriter has their foot on the brake. And the actuary’s looking out the window telling them both which way to go.