



## Of Apples & Angry Experts

BY JERRY BUCHMEYER

THIS MONTH'S *ET CETERA* GIVES accolades and/or cudors to the following attorneys from Dallas (**David M. Abner, Joe Werner**), Houston (**Sharon K. Middleton**), Lufkin (**Judge David V. Wilson**), Plainview (**Jeffrey S. Levin**), and Waco (**David R. Schleicher**) — and from Mobile, Ala. (**Robert T. Cunningham**) and St. Joseph, Mo. (**Bradley G. Rigor**).

### THE WONDERFUL WORLD OF PRO SE

From **Bradley G. Rigor** of St. Joseph, Mo. (Bradley is a member of the State Bar of Texas), this letter from the *pro se* defendant in response to the summons in a collection case which Bradley filed in Kansas shortly after he graduated from law school.

Dear Mr. Rigor,

In my summons it states to reply to you in 30 days *giving you my answer*. Could you *please let me know what the question is*. I will gladly cooperate in any way I can.

Sincerely,  
Defendant  
Seminole

### A SPRING IN HIS STEP

From **Judge David V. Wilson** of Lufkin (217th District Court), this concluding paragraph in a 16-page Motion to Dismiss for Want of Prosecution filed by defense attorney **David Hooper** (Abilene).

5.14 Bluebonnet's counsel has given no valid and compelling reasons why this lawsuit should be continued. It will soon be 10

years since the filing of this lawsuit. Home Savings is now gone. FSLIC is gone. The Resolution Trust Corporation is gone. *When this lawsuit was filed, Defendant G. Lee Moore's counsel Hooper was a young lawyer with blonde hair and a spring in his step, who often thought about the female of the species. Today that same lawyer's hair is gray. Instead of a spring in his step, he limps about; and he no longer remembers why he once thought of the female of the species. We all need to get this lawsuit resolved before we are all gone.* It is so obvious that Plaintiff's enthusiasm for the lawsuit has been blunted by defenses established by Defendant G. Lee Moore and that Plaintiff has not even thought about this case going to trial. Plaintiff cannot establish, under the facts existing in this cause, that it has prosecuted this lawsuit with due diligence.

### DID THEY REALLY SAY THAT?

From **Jeffrey S. Levin** of Plainview (Jeffrey is an attorney with Texas Rural Legal Aid), this excerpt from a two-day deposition in a minimum wage case involving 54 migrant and seasonal farm workers. The witness is the owner of a produce shed called "Casa de Calabaza" (the House of Squash). Jeffrey explains that after two full 10-hour days, "everybody got a lit-

tle punchy" and could "barely pronounce words" — and "*we all laughed when nobody could pronounce Lazbuddie.*" Then:

Q. Was this a loan of the harvest belt or was it a lease?

A. Well, it was up in the air. He wanted to sell them to us and we said, "If we can make them work and make our deal work we will buy them from you."

Q. Okay. And, what happened to those?

A. They were returned.

Q. Well, once you went to get them over in Lazbuddie, once "Lalo" and Glenn Odom went to get them in Lazbuddie, what did they do with them?

A. Lazbuddie?

Q. Lazbuddie, I know. I'm having a hard time pronouncing anything right now.

A. *Join the club, try it without teeth.*

From **Sharon K. Middleton** of Houston (Victor N. Makris, P.C.), this excerpt from the deposition of the defendant in a drunk driving case. After Sharon played a videotape of the defendant "failing five different field sobriety tests" on the Night in Question, she asked him:

Q. Now, is that you on the video?

A. Yes, ma'am, it's me. But I need to explain why I was out driving that night.

Q. Yes, I'd be real interested to hear that. Why were you out driving that night even though you knew you were impaired?

A. Because my wife was having a minstral emergency.

OF APPLES AND ANGRY EXPERTS

From **Robert T. Cunningham** of Mobile, Ala. (Cunningham, Bounds, etc.) — Robert, who is now retired, was a member of the 1940 Class of The University of Texas Law School — these marvelous (!!) Excerpts from the 1971 Alabama deposition of a slightly unfriendly witness.

Q. Doctor, how frequently did he say he was having headaches?

A. It was a problem with him that was going on pretty much most of the time, but it was not the head and neck. It was the arm he was complaining of. Primarily, it was his back.

Q. Well, I am interested in his headaches.

A. You are interested in him not getting a damn cent out of his policy, that's what you are interested in.

Q. Doctor, did he indicate whether he had the headaches every day?

A. He just said it was a problem. I didn't ask him if it came on every 10 minutes, if he had a schedule for headaches, but he said it was a problem with him.

Q. What kind of problem did he say it was, Doctor?

A. They hurt, that's a problem, isn't it?

Q. What did [the] x-rays show?

A. Minimum to moderate hypertrophic osteoarthritis of the lumbar spine.

Q. Can you describe that in lay terms?

A. No, I can't. You would have to go to medical school to understand the x-ray man's report. I can't describe arthritis so that any fool on the street would understand it.

Q. Could you describe it so that a juror would understand it?

A. It would depend on the intelligence of the juror.

Q. [Were there] changes in the bone?

A. Changes in the joint and changes

in the bone. It is a combination of the two.

Q. Of what does the joint consist?

A. Chief, I am not going to have a course in anatomy with you, damn it. I'm not. I am not going to waste my time like that.

Q. Doctor, I am sorry to interrupt you, because I wouldn't be as rude to you as you are to me.

A. That's because I don't ask stupid questions like you do.

Q. Do you know whether or not he is qualified to do any type of work other than physical work?

A. I know he doesn't have an education and he is not qualified for a desk job .... It would be pretty difficult for a man his age to get a job anyway.

Q. Do you know of any occupation which Mr. Wright would be suited for in his present physical condition, as you know it?

A. Selling apples.

CLASSIC TYPOS

(1) From **David R. Schleicher** of Waco, this excerpt from a will his client brought to him for review:

If my spouse does not *service* me, then I give the rest and remainder of my estate to my parents.

(2) From **Joe Werner** of Dallas (Haynes and Boone), the verbal typos committed by a member of the Dallas School Board:

That's fraud in the *seducement* of the contract.

Their school choir is a wonderful group that sings *Acapulco*.

We do not allow any *profound* language at council meetings.

(3) From **David M. Abner** of Dallas (Shafer, Ramsey & Mueller) this typo from the case digest from 860 S.W.2d 590:

The Court of Appeals, Poff, J., held that: (1) settlement agreement reached through *medication* was binding and could not be repudiated.

*Jerry Buchmeyer is the chief judge, U.S. District Court, Northern District of Texas.*

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