

The Law as it Should Be

One evening after attending the theater, two gentlemen were walking down the avenue when they observed a rather well dressed and attractive young lady walking ahead of them. One of them turned to the other and remarked, "I'd give \$50 to spend the night with that woman!"

To their surprise the young lady overheard the remark and, turning around, said, "I'll take you up on that." She had a neat appearance and a pleasant voice, so after bidding his companion good night, the man accompanied the lady to her apartment.

The following morning the man presented her with \$25 as he prepared to leave. She demanded the rest of the money, stating, "If you don't give me the other \$25, I'll sue you for it!"

He laughingly said, "I'd like to see you get it on those grounds."

The next day he was surprised when he received a summons ordering his presence in court as defendant in a lawsuit. He hurried to his lawyer and explained the details of the case. His lawyer said, "She can't possibly get a judgment against you on such grounds, but it will be interesting to see how her case is presented."

After the usual preliminaries the lady's lawyer addressed the court as follows: "Your Honor, my client, this lady, is the owner of a piece of property, a garden spot surrounded by a profuse growth of shrubbery, which she agreed to rent to the defendant for a specified length of time for the sum of \$50. The defendant took possession of the property, used it extensively for the purpose for which it was rented, but upon evacuating the premises, paid only \$25, one half the amount agreed upon. The rent was not excessive, since it is restricted property, and we ask that judgment be granted against the defendant to ensure payment of the balance."

The defendant's lawyer was impressed and amused at the way his opponent had presented the case. His defense, therefore, was somewhat altered from the way he had originally planned to present it. "Your Honor," he said, "my client agrees that the young lady has a fine piece of property, that he did rent such property for a time, and that a degree of pleasure was derived from the transaction. However, my client found a well on this property, around which he placed his own stones, sunk a shaft and erected a pump, all labor being performed personally by him. We claim these improvements to the property were sufficient to offset the unpaid amount, and that the plaintiff was adequately compensated for rental of said property. We therefore ask that judgment not be granted."

The young lady's lawyer came back with, "Your Honor, my client agrees that the defendant did find a well on her property, and that he did make improvements such as my opponent has described. However, had the defendant not known the well existed, he would never have rented the property. Also, upon evacuating, the defendant removed the stones, pulled out the shaft and took the pump with him. In so doing, he not only dragged equipment through the shrubbery, but also left the hole much larger than it was prior to his occupancy, making it easily accessible to little children. We therefore ask that judgment be granted."

AND SHE GOT IT!!!!