



Lawrence F. Morizio is a partner of Cousins Derosiers & Morizio PC. He represents the interests of injured workers and is a Board Certified Workers' Compensation Specialist.

The Final Season—My Dad, Yankee Stadium, and “Aging Out” of the Young Lawyers Section

By Lawrence F. Morizio, YLS Chair

My daughter was born on July 4, 2007. Excited about the coincidence and the relevant patriotic theme (we almost named her “America”), I planned her one-year birthday since she was born. I was first intent to rent out a place on the Jersey shore so the immediate family could drive down and enjoy the beach during the day and watch the fireworks blast off on the bayside at night. Ultimately, we decided to have a clam bake at the house and invite the entire, and I mean entire, family for the occasion. The clam bake went well and gave me a memory I will never forget—my daughter waving a miniature United States flag with the fervor of a USO girl from the 1940s with the family engaged in a rousing rendition of “God Bless America.”

Unfortunately, my elation was measured by the news I received a couple of weeks before the party that my father, at age 65, was dying of colon cancer. I finally was in a position in my life—married, three young

children, a home, and minivan—to enjoy and share with my father the simple pleasures and happiness that he undoubtedly felt and shared with his father at that juncture in his life. Less than six weeks after watching my one-year-old embark on her journey, however, I watched my father’s end prematurely. My father survived growing up in Brooklyn, New York, during the 1940s and 1950s; he survived juvenile diabetes that he battled since he was 30 years old; he survived the loss of his two brothers, his only siblings; he survived several strokes in his later years, but he could not survive the effects of metastatic colon cancer. He succumbed to this disease at the Connecticut Hospice in Branford, Connecticut, in August 2008.

Of course, owning and operating a law firm, representing hundreds of clients, corresponding with opposing counsel, and leading the Young Lawyers Section of the Connecticut Bar Association are seemingly insignificant activities to be concerned

process. You certainly expect your family and friends to be there for you during times of need. The concern expressed by attorneys that I do business with, Commissioners of the Workers’ Compensation Commission, members of the Young Lawyers Section, and of the “senior” Bar as well as the leadership of the CBA was truly overwhelming. I am extremely thankful for those gestures.

One of the most telling examples of this kindness came from a text message I received from Attorney Livia DeFilippis Barndollar, the CBA president. Livia and I have only been involved with the CBA simultaneously for a year or so, serving on the Connecticut Council of Bar Presidents and planning events together for our respective bar year. She sent me a brief note of encouragement. I know she is a busy person. She took a moment of her time to be there for another person. It meant a great deal to me.

This is my last year as a “young” lawyer. The affectionate term we use for the process in which such individuals no longer participate at this level once they reach a certain year in life is “aging out.” I am hopeful I will still be an attorney after age thirty-seven. Respective of age, the recent transformation I have gone through helps me appreciate that attorneys are not all about fighting it out in a courtroom or drafting briefs. In drafting my father’s outline, I arrived at three indispensable traits that fit his person best: faith, love, and thanks. Those items, regardless of your age or status in the legal community, are the most powerful tools you can walk around with and express to others.

Tomorrow, I am taking my son to his first game at Yankee Stadium. Ironically, it will be his last. The Yankees are moving across the street next year to a new stadium, leaving the “House that Ruth built” behind. My father took me to my first Yankees game in the stadium on October 14, 1978. It was Game 4 of the World Series against the Dodgers and the Yankees did not disappoint as they won in dramatic fashion in 10 innings. I look forward to bringing my son back to a place where my father and I shared great memories.

Stadiums will come and go. So does your young lawyer status. Faith, love, and thanks—those are items that can be appreciated forever. **CL**

HIGHLIGHTS FROM RECENT SUPERIOR COURT DECISIONS (CONTINUED FROM PAGE 41)

listed in the policy. This opinion holds that the exclusion relieves the insurer of liability for encroachment onto the insured’s property of portions of structures primarily located on and serving an adjoining lot. The opinion also holds that title insurance coverage for claims asserted by “persons in possession other than the insured” applies only to claims by tenants; such coverage does not extend to encroachments onto the insured’s lot by structures primarily located on an adjoining lot.

The installation of speed bumps on a narrow, private road serving lots in a beach community is a reasonable and permissible use of the easement by the owner of any bordering lot, provided the bumps are designed with reasonable height and spacing. *Hickey v. Slovicky*, 45 CLR 347 (Lavin, Bruce L., J.).

The statutory purchaser’s lien for an equitable interest in property subject to an executory purchase agreement has replaced and eliminated the common-law purchaser’s lien. Therefore, a purchase agreement that

fails to comply with the procedural requirements of the statute, such as the requirement that the agreement be witnessed and acknowledged, may no longer be relied upon to support a claim for a purchaser’s lien. This opinion holds that a party with an unwitnessed and unacknowledged purchase agreement may not assert a right to a lien in an action to foreclose a mortgage on the same property. *Dzemił v. Fekete*, 45 CLR 425 (Tyma, Theodore R., J.).

Sports Law

A clause in a contract between a veterinarian clinic and a commercial riding stable requiring that the stable indemnify the clinic for any claim arising out of the boarding of a horse other than claims based on gross negligence or willful misconduct is valid and enforceable, even with respect to a claim for injury allegedly caused by the clinic’s own negligence or breach of contract. The opinion notes that such clauses are commonly used in the horse boarding, showing, and breeding businesses. *Dow-Kesteven, Inc. v. Candlewood Equine*, 45 CLR 558 (Aumgenma, Julia L., J.). **CL**

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North Haven Office:
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North Haven, CT 06457
Phone: (203) 238-8888
Fax: (203) 234-1533

Waterbury Office:
485 East Main St.
Waterbury, CT 06705
Phone: (203) 756-4246
Fax: (203) 756-8694

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