



**BEFORE THE  
STATE COMMISSION ON JUDICIAL CONDUCT**

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**CJC NO. 10-0292-JP**

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**PUBLIC ADMONITION**

**HONORABLE CHARLES THOMAS CORBIN  
FORMER JUSTICE OF THE PEACE, PRECINCT 7  
MANSFIELD, TARRANT COUNTY, TEXAS**

During its meeting on April 13, 2011, the State Commission on Judicial Conduct concluded its review of the allegations against the Honorable Charles Thomas Corbin, former Justice of the Peace for Precinct 7, in Mansfield, Tarrant County, Texas. Judge Corbin was advised by letter of the Commission's concerns and provided a written response. Judge Corbin appeared with counsel before the Commission on February 17, 2011, and gave testimony. After considering the evidence before it, the Commission entered the following Findings and Conclusions:

## **FINDINGS OF FACT**

1. At all times relevant hereto, the Honorable Charles Thomas Corbin was Justice of the Peace for Precinct 7, Mansfield, Tarrant County, Texas.<sup>4</sup>

### **The Citizen's Arrest**

2. In May of 2008, while driving to the courthouse, Judge Corbin observed a female driver (hereinafter "D.C.") drive past him at what he believed was an "accelerated rate of speed."
3. By coincidence, D.C. pulled into the courthouse parking lot at the same approximate time as Judge Corbin.
4. When Judge Corbin entered the building, he observed D.C. standing in line at the counter of the county clerk's office located on the first floor of the courthouse.
5. Judge Corbin approached D.C. and verified that she had been driving the vehicle that he had observed passing him en route to the courthouse.
6. Judge Corbin informed D.C. that he was a justice of the peace and that he believed she had been driving in excess of the speed limit.
7. Judge Corbin asked D.C. for her driver's license and directed her to "come upstairs to the Justice of the Peace office when she had completed her business at the County Clerk's office," advising her that he would return her license when she did so.
8. Judge Corbin acknowledged that D.C. had no choice but to come to his office to recover her license.
9. Judge Corbin thereafter made a copy of D.C.'s driver's license but did not open a case file in the matter.
10. Judge Corbin subsequently met with D.C. in his office in the presence of one of his court staff.
11. Judge Corbin recalled that D.C. was "tearing up" when she first entered his office and that she appeared to be "scared" and "confused."
12. Judge Corbin therefore attempted to put D.C. at ease by initially engaging in "small talk" with her.
13. During their meeting, Judge Corbin lectured D.C. about "speeding and the dangers that it presented," cautioned her about her "driving conduct," and "asked her to reduce her speed in town."
14. Judge Corbin explained that his intent in meeting with her was to "preserve peace in the community."
15. Judge Corbin did not issue any written orders to D.C. and did not order his bailiffs or any other law enforcement officials to issue a citation to her.

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<sup>4</sup> Judge Corbin lost his bid for re-election during a primary runoff election in April of 2010, and as of January 1, 2011, was no longer a sitting judge.

16. Judge Corbin testified during his appearance before the Commission that in retrospect, he should have turned the matter over to law enforcement officials to handle.

**Accepting Payments in Satisfaction of  
Judgments and/or Settlement Agreements**

17. On or about December 11, 2007, Judge Corbin held a trial in a small claims case, and thereafter orally announced that he was “rendering” a judgment in favor of the plaintiff (hereinafter “H.M.”) and against the defendant (hereinafter “K.L.”).
18. Judge Corbin, however, did not issue a final written judgment in the case because the parties advised him that they had reached a “settlement agreement,” so that K.L. could avoid having a judgment “on her record.”
19. The settlement agreement required K.L. to make periodic payments or “installments” to H.M., and further specified that K.L. was to drop off her payments at the courthouse on specified dates until such time as the amount of the judgment was discharged.
20. The payments were to be in the form of a check from K.L. made out to H.M.
21. According to the agreement, if K.L. defaulted on her obligations under the terms of the payment plan, the parties agreed that Judge Corbin would be authorized to enter the judgment against her.
22. Judge Corbin acknowledged that he agreed to this arrangement, and that his court clerks, acting at his direction, thereafter accepted over twenty payments from K.L. between December of 2007 and November of 2008.
23. Initially, K.L. dropped the checks off at the courthouse for H.M. to pick up.
24. However, H.M. subsequently provided the court staff with self-addressed stamped envelopes for the staff to mail the checks to her.
25. In each instance when his court clerks accepted payments from K.L., they furnished her with a “receipt” before mailing the payments to H.M.
26. Judge Corbin’s court staff, acting at his direction, made several phone calls to K.L. when she was late in dropping off her payments at the courthouse in order to remind her of her obligations under the settlement agreement.
27. After concluding that this procedure was too “burdensome” on his court staff, Judge Corbin stopped allowing parties to use his court as a drop-off point for making installment payments to another party.
28. However, Judge Corbin continued to allow defendants in civil cases to drop off “one-time” payments at his court to satisfy judgments or pursuant to the terms of a settlement agreement entered into by the parties.
29. The payments were required to be in the form of a check issued by the defendant to the plaintiff.
30. When plaintiffs arrived at the courthouse to pick up their payments, they were given the opportunity by Judge Corbin’s clerks to “execute a release of judgment.”
31. If a plaintiff did not immediately pick up a payment after it was dropped off, the check was placed in the “clerk’s lock-drawer” for safe-keeping or stored in a safe in Judge Corbin’s office.

### **Accepting Rental Payments at the Courthouse from Tenants in Eviction Cases**

32. Judge Corbin also allowed tenants to use the court as a neutral “drop-off point” for making rental payments to landlords.
33. Judge Corbin explained that he did so primarily in cases in which the parties to an eviction case had reached a Rule 11 agreement<sup>5</sup>, or some other settlement, allowing a tenant to make a rental payment and/or a series of payments to a landlord in order to resolve their dispute.
34. In addition, Judge Corbin also allowed tenants in eviction cases to drop off rental payments at the courthouse in cases in which he concluded that the tenants had a right to make a rental payment and/or a series of rental payments in order to bring their rental obligations current.
35. Judge Corbin explained that his two primary goals in allowing his court to be used as a “drop-off point” were to: (1) “provide a record of payment;” and (2) “avoid confrontation between the parties,” in cases in which he had concerns about the parties’ safety.
36. In several cases in which tenants were late in dropping off their rental payments, Judge Corbin directed his court staff to telephone the tenants to remind them to make their scheduled payments.
37. Judge Corbin’s staff also contacted the parties in such cases to ascertain whether the parties had fulfilled their obligations in order to determine whether a pending eviction case could be finalized and/or closed.
38. Judge Corbin’s staff maintained a record in the court’s file documenting when the tenant dropped off the rental payment and/or when the landlord picked up the payment.
39. In most instances, tenants would bring rental payments to the courthouse in the form of a check; however, on one occasion, Judge Corbin accepted a cash payment of \$540.00 from a tenant and placed the money in the court’s safe until the landlord arrived at the courthouse to pick up the payment.

### **RELEVANT STANDARDS**

1. Canon 2A of the Texas Code of Judicial Conduct states, in pertinent part: “A judge shall comply with the law.”
2. Canon 2B of the Texas Code of Judicial Conduct states, in pertinent part: “A judge shall not lend the prestige of judicial office to advance the private interests of the judge or others.”
3. Canon 3B(2) of the Texas Code of Judicial Conduct states, in pertinent part: “A judge . . . shall maintain professional competence in [the law].”

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<sup>5</sup> Rule 11 of the Texas Rules of Civil Procedure provides that “Unless otherwise provided in these rules, no agreement between attorneys or parties touching any suit pending will be enforced unless it be in writing, signed and filed with the papers as part of the record, or unless it be made in open court and entered of record.”

## CONCLUSIONS

The Commission concludes from the facts and evidence presented that Judge Corbin exceeded the scope of his judicial authority and misused his position as judge when he approached a driver who he believed had been speeding, identified himself as a judge, ordered her to produce her driver's license to him, and directed her to appear in his chambers in order to obtain the return of her license. With no case pending in his court, Judge Corbin used his judicial authority to force the driver to appear before him in order to lecture her about his own personal feelings about her driving. In this instance, Judge Corbin failed to comply with the law, failed to maintain professional competence in the law, and lent the prestige of judicial office to advance his own personal interest, in willful or persistent violation of Canons 2A, 2B, and 3B(2) of the Texas Code of Judicial Conduct.

The Commission also concludes that Judge Corbin exceeded the scope of his judicial authority when he (1) directed his court staff to accept payments from defendants on behalf of plaintiffs to discharge judgments and/or to comply with the terms of settlement agreements in cases that either were, or had been, pending in his court, and (2) directed his court staff to accept rental payments from tenants on behalf of landlords in eviction cases that either were, or had been, pending in his court. In these instances, Judge Corbin failed to comply with the law and failed to maintain professional competence in the law in willful or persistent violation of Canons 2A and 3B(2) of the Texas Code of Judicial Conduct.

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In condemnation of the conduct described above that violated Canons 2A, 2B and 3B(2) of the Texas Code of Judicial Conduct, it is the Commission's decision to issue a **PUBLIC ADMONITION** to the Honorable Charles Thomas Corbin, former Justice of the Peace for Precinct 7, in Mansfield, Tarrant County, Texas.

Pursuant to the authority contained in Article V, § 1-a(8) of the Texas Constitution, it is ordered that the conduct described above be made the subject of a **PUBLIC ADMONITION** by the State Commission on Judicial Conduct.

The Commission takes this action in a continuing effort to protect public confidence in the judicial system, and to assist the state judiciary in its efforts to embody the principles and values set forth in the Texas Constitution and the Code of Judicial Conduct.

Issued this 9<sup>th</sup> day of **May**, 2011.

### ORIGINAL SIGNED BY

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Honorable Jorge C. Rangel, Chair  
State Commission on Judicial Conduct