

By Law, Everything Is Possible In California

Article By:

Keith Paul Bishop

The California Civil Code includes a number of decidedly gnomic provisions. Section 1597 is one of these. It purports to answer the question of what is possible:

Everything is deemed possible except that which is impossible in the nature of things.

The problem with the statute is that it doesn't fully answer the question because to know what is possible, one must know what is impossible and the statute doesn't provide a definition of impossibility. In this regard, I am reminded of the following lines from James Joyce's *Ulysses*:

But can those have been possible seeing that they never were? Or was that only possible which came to pass?

But why define what is possible? The reason is that Civil Code requires that the object of a contract must, among other things, be possible by the time that it is to be performed. Cal. Civ. Code § 1596. When a contract that has a single object that is impossible of performance, the entire contract is void. Cal. Civ. Code § 1598.

Happy Bloomsday!

Today is Bloomsday. Joyce chose June 16, 1904 as the day on which most (but not all) of the action in *Ulysses* takes place. It is called Bloomsday because the hero of the novel is Leopold Bloom. It was on June 16, 1904 that Joyce and his future wife, Nora Barnacle, had their first date (and intimate contact).



Finn's Hotel in Dublin, where Nora worked in 1904

© 2010-2025 Allen Matkins Leck Gamble Mallory & Natsis LLP

National Law Review, Volume XII, Number 167

Source URL: <https://natlawreview.com/article/law-everything-possible-california>