17. What should a certificate of incorporation contain?
18. What is the place of residence of a corporation?
19. Where and how can a corporation do business out of the state creating it?
20. What is the capital of a corporation?
21. What is the capital stock of a corporation?
22. How is the capital stock divided?
23. Who are members of a corporation?
24. How may membership in a corporation change?
25. What are the general powers in the corporation?
26. What implied powers has a corporation?
27. How does a corporation carry on its business?
28. What right has a stockholder to interfere in the management of the corporation?
29. What is the nature of the position of a director of a corporation?
30. What is a "de facto" corporation?
31. What elements are necessary to a de facto corporation?
32. Who can attack the validity of a corporation de facto and how?
33. How is the stock of a corporation to be transferred from one person to another?
34. What is meant by an "ultra vires" act by a corporation?
35. When if ever will the law interfere to carry out an ultra vires act?
36. What, if ever, will equity interfere to carry out an ultra vires act?
37. What is the liability of a corporation for the acts of its agents?
38. What is the liability of a corporation for the acts of its agents?
39. What is the liability of a corporation for the acts of its agents?
40. What is the liability of a corporation for the acts of its agents?
41. What is the liability of a corporation for the acts of its agents?
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43. What is the liability of a corporation for the acts of its agents?
44. What is the liability of a corporation for the acts of its agents?
45. What is the liability of a corporation for the acts of its agents?
HAROLD W. ADAMS
SUCCESSOR TO
John P. Adams
EXPERT WATCHMAKER
Established 1870
DEALER IN
DIAMONDS AND ADJUSTED WATCHES
CUT GLASS AND SILVERWARE
HAMILTONS
My Specialty
The Railroad Timekeeper of America
Every One a Masterpiece and Fully Guaranteed
JEWELRY OF ALL KINDS
SOLD AND REPAIRED
COME IN AND SEE THE ORIGINAL MODEL OF THE HOWARD WATCH
MADE BY MR. ADAMS FORTY YEARS AGO
30 STATE STREET, BOSTON

SUFFOLK LAW SCHOOL REGISTER

Published by the
STUDENTS OF THE SUFFOLK LAW SCHOOL
45 Mt. Vernon St., Boston
Twenty Cents a Copy
Subscription, One Dollar and Twenty-five Cents a Year
The Suffolk Law School was here founded September 19, 1906. The bay window, first floor, marks the first lecture room of the school. In this window were hung transparent glass signs "Archer's Evening Law School."

Reminiscences of the Beginning
The School in its First Home
Glessen L. Archer, LL.B., Dean and Founder.

Ten years ago at this time the modest venture that has ripened into the great Suffolk Law School of today was known only to a few of my intimate friends and to the immediate circle of acquaintances of the students themselves. It was not unlike in outward aspect the scores of fruitless attempts that have been made in the last dozen years to establish evening instruction in law.

Only because of what the obscure and humble beginning has led to does it become worth while to recall to present day readers the humble incidents of those early days. This has been so fully accomplished in the pages of my history of the school that the present article must of necessity be one of rambling reminiscence.

Strenuous Days

My program during the year of 1906-1907 was a strenuous one. From nine to five every day I was on duty at the law office and often a trip to interview witnesses prolonged my duties until almost lecture time, seven thirty P. M. Four evenings a week found me teaching in the school and every second Thursday evening I was detained at the law office until nine o'clock.

My leisure moments, such as they were, were devoted to the preparation of courses in Torts and Partnership. Torts was to begin in December and Partnership in March. I succeeded in completing each according to schedule, but during that year when I was Dean, faculty, treasurer and office assistant, my days and evenings were strenuous in the extreme.

Although inwardly greatly amused at his absurd terror, I endeavored to calm and reassure him. In a measure I succeeded, but I know for a fact that he lived in constant fear of some dreadful happening for days after the occurrence.

The crazy woman accosted other students and voiced similar
warnings but never with the same result.

Neighborhood Pests.
We also suffered annoyance from mischievous boys at one time. There was a mildly predatory gang of youngsters who haunted the neighborhood, always on the lookout for excitement and nearly always finding it. I had already observed their operations and was aware that they had a regular list of "friends" on the street. There was one man whose lawn they delighted to trample until he appeared in apoplectic wrath to chase them away. Another man had shrubbery that he endeavored to protect. In one way or another the mischievous youngsters had the neighborhood "by the ears" whenever they appeared in full force.

Shortly after the school opened the boys spotted it one evening. They scampered up onto the front porch and peered under the curtain and gave us "the laugh" in a very disconcerting fashion. It was useless to lecture under the circumstances. I started for the door and the youngsters retreated to a safe distance. Knowing something of boy nature I did not upbraid them as they had evidently hoped but came out laughing and explained to them that they had disturbed my future and expressed the hope that they would be careful in the future. On other occasions they came into the yard and laughed and jeered at us. Soon finding that they could not tempt me to furnish them excitement they turned their attentions to more choleric citizens.

Our First Mock Trials.
Our class room during the first year was the little parlor of my apartments at 6 Alpine Street. I well remember our first court work. In order to give the students a definite idea of an actual trial I wrote up several short trials in the form of dramas based upon actual trials. Students were assigned roles of attorneys, witnesses, etc. It was very gratifying indeed to see the earnestness with which they took up the work. Mr. Douglas with characteristic enthusiasm assumed the role of attorney and cross-examined the witnesses of the "other side" with such zeal that declarations of war were narrowly avoided.

This arose in part from the want of familiarity of the witnesses with the evidence assigned. They resented imputations of perjury, hence belligerent looks and warlike responses. However when trials were over all differences were forgotten and good fellowship and harmony were the orders of the day.

DEAN ARCHER TENDERS A MEMENTO TO THE STUDENTS.

In conjunction with and as a memento of the commemoration of the Tenth Anniversary of the founding of the Suffolk Law School, Dean Archer distributed to each student, duly enrolled at the beginning of the school year, a copy, gratis, of "The Educational Octopus." What better gift would keep the triumphant life struggle of our School, our Alma Mater to be, instilled in our minds? This book, penned by our Dean, proves to all its readers what perseverance will do, even against the bitterest opposition.—Ed.
School Notes

Our genial recorder, William G. Dolan '19, has taken unto him­self a wife thereby agreeably sur­prising his friends who had long regarded him as a confirmed bachelor. The fortunate young lady is Miss Agnes M. Kennelly, of Everett. The happy pair are making their home at 379 Brook­line Avenue, Boston.

Glancing L. Archer, Jr., age six months, may resemble his fa­ther later on, but up to date he is said to favor Bill Yaf rather than Abe Lincoln.

Ask Dean Archer if in his sum­mer exploit he ever had an ac­cident with his auto. He may tell you that he had a "near ac­cident" one day in which a cer­tain mongrel ear played the stellar part. It happened this way. The Dean had been fish­ing at Scituate harbor and was driving through a field it was ruts from which there was no turning. The observation of the aforesaid dog was away from the car and he was exactly in the middle of the road. Moreover the dog was deaf and could not hear the warning honk. In a fact of which the Dean was un­aware until it was too late to bring the car to a stand. The terror­ized animal attempted in four directions, under the rear axle cheered on by the warm breath of the ex­haust from the engine. The dog said to be going yet and in­creasing its speed every time the de­cess an automobile of the well­known Detroit make.

Two Suffolk graduates have been awarded honors in the recent State election. Edward N. Dahl­berg of Brockton, who gradu­ated from the school last spring, has just been elected to the Sen­ate as successor of Senator Clark. Charles S. O'Connor '13 of South Boston, has been elected to the House of Representatives.

A small but enthusiastic meet­ing of the alumni was held at the school Thursday evening, Nov. 10. Mr. Wm. G. Dolan, pres­ident of the association, pres­ided. A movement is afoot to adopt a constitution and by-laws. A committee of three, Wm. F. O'Donnell '13, Chas. S. O'Con­nor '13 and Chas. A. De Cour­cey '13, were appointed to draft a constitution and report to the next meeting.

Dean Archer had an unex­pected job thrust upon him when he innocently walked into Billy Sunday's congregation a few after­noons ago. It seems they were short of ushers and the Dean's ministerial garb and de­meanor made him a shining mark for the officials in charge. In spite of protest he was made an usher and was obliged to pass the shiny tin pan in taking the col­lections. The jury returned their verdict

A Trial By Jury in Canada

As Observed by A Sophomore

Maurice N. Abrahamson, '19.

Early this summer, while in Canada, it was my fortune to at­tend a session of court and hear the case of Government v. Blank in an action for "obtaining money by false pretences." Nothing un­usual developed and the defend­ant was acquitted, so be immedi­ately commenced suit against the instigator of this case, and this second suit we will call Blank v. Jones in an action for damages resulting from malicious prosecu­tion. I was naturally interested because of my being a law stud­ent and especially because I had just passed my course in Tort. Picking a jury does not seem to be a very easy task in the coun­tries which are involved in war, yet the law must mete out justi­ce had lost his suit for da­mages be­cause of this he was jus­tified in prosecuting the plaintiff. Nevertheless, precedent and the law must be obeyed literally.

1. Was the prosecution re­quired to make plaintiff prove that the charge be­cause of this he was jus­tified in prosecuting the plaintiff.

2. Was the charge made ma­liciously?

3. How much damages should plaintiff receive if found in his favor?

The jury returned their verdict answering that 1, the charge was made by def. believing it to be the truth; 2, he brought same malici­ously and 3, plaintiff should re­ceive $1000 damages. I know for a fact that the jury honestly be­lieved that $1000 was just about the amount def. had actually been damaged.

This verdict meant that piff. had lost his suit for damages be­cause where the old common law rules malice does not affect the justin party, and in this manner a most apt and able jury was procured, thereby assuring the contending parties a fair trial by their super­iors. Given something for the stain on our Jaw's was a pretty good old state.

Jones set up as his defense the fact that he made his charge hon­estly believing it to be true and as a jury and their decision gave that because of this he was jus­tified in prosecuting the plaintiff. The jury, however, claimed that Jones prosecuted him malici­ously because he, plaintiff, would not make a monetary settlement. Both contending parties were represented by able barristers and their arguments were certainly

findings by answering the follow­ing questions:

1. Was the prosecution re­quired to make plaintiff prove that the charge be­cause of this he was jus­tified in prosecuting the plaintiff.

2. Was the charge made ma­liciously?

3. How much damages should plaintiff receive if found in his favor?

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2. Was the charge made ma­liciously?

3. How much damages should plaintiff receive if found in his favor?
Opportunities---Past and Present. Do They Exist Today?

By Harry Francis Twomey, '19

Whenever I hear a young man exclaiming in a pessimistic tone of voice, "There is no opportunity today," I glance at him very closely in an attempt to appraise his moral and mental calibre. Invariably I find that the speaker is of a certain type of individual, which has existed from time immemorial, who lacks the stamina to stand up and face their fellows in a fair, above-board fight. They are for the most part a class of fellows, who had they lived in California during the "gold strike" of '49, would have listened with derision to the tales of the great discovery and lacked the physical courage to venture that opportunity is everywhere. No! He turns back to those individual cases of a tricky play of the Goddess Fortune, where men acquired wealth, prestige and power with a sidestep, often without preparation, often without ability.

Opportunity is everywhere! No one has ever passed it over. There are no opportunities to provide for the payment of tuition until you are in school. Do you ever aid and abet another student to cheat in class by giving him the answers? (know the names of a number of such men now in the school.)

From the bank clerk who embezzles the hard earned savings of the poor, to the great financier, the great lawyer or the holder of exalted public office, who come crashing down to ruin with the canker or dishonesty, hypocrisy and sham. From the small sum of ten dollars to the small sum of ten dollars. From the small sum of ten dollars to the small sum of ten dollars.

Dean Archer's Page

A Department of Talks With the Students on Topics Concerning Students and School

CAN YOU PASS THIS QUIZ.

Did you ever know of a really successful man who had light regard for his promises; or who infested his just obligations? Did you ever know a successful man who had won and kept his success by insincerity in word or act? I have yet to meet such a man.

One of our American poets has truly said, "We build the ladder by which we rise." From the lowly earth to the vaulted skies. The two sides of that ladder are Ability and Integrity. The rounds of that ladder are our successive achievements, one leading to the next higher. If in response to ambitious call, we mount the ladder that lifts us from the "lowly earth," and one side of it be weak, a downfall is inevitable and the higher one clinches before the event, the greater and more soul-crushing the ruin.

From the bank clerk who embezzles the hard earned savings of the poor, to the great financier, the great lawyer or the holder of exalted public office, who come crashing down to ruin with the canker or dishonesty, hypocrisy and sham. From the small sum of ten dollars to the small sum of ten dollars. From the small sum of ten dollars to the small sum of ten dollars.

1. Do you ever look at another paper in an examination or quiz; or in any other way consciously cheat in an examination or quiz, or by failing to prevent your looking at another's paper in an examination or quiz, or by failing to prevent your looking at another's paper in an examination or quiz, or by failing to prevent your looking at another's paper in an examination or quiz, or by failing to prevent your looking at another's paper in an examination or quiz?

2. Are you ever or ever "arrange" for payment and fail to make good your promises? (I am referring here to a case of a candidate for the degree.)

3. Do you ever know of a really successful man who had light regard for his promises; or who infested his just obligations to the school and delay the payment of tuition until your name is posted among the insolvent delinquents.

4. Do you ever neglect your just obligations to the school and delay the payment of tuition until your name is posted among the insolvent delinquents.

5. Do you ever "arrange" for payment and fail to make good your promises? (I am referring here to a case of a candidate for the degree.)

If you cannot fairly score at least ninety per cent. on this quiz, you owe an imperative duty to yourself to set your life in order. Make your word a note that never goes to protest. Fulfill your just obligations with all punctuality and sincerity and the day will come when success and honor will crown you as one of the strong men of your generation.
Senior Notes

Admiral Ranson indignantly denies the rumor that he voted for Wilson. Never mind, Admiral, the straw ballot held at the school just before election, showed that two-thirds of our students were for Wilson. It is even rumored that the Dean voted for Wilson.

Frederick Breen, who has been mysteriously missing since school opened, blew into class one night recently, disguised by a Mexican mustache and a coat of tan that would do credit to a hindo. Reason: he has been on the Mexican border in the medical corps.

Harry Porter denies the rumor that he is an usher atBilly Sunday's Tabernacle. You see, Harry built our annex. He is interested in buildings and he only went down there to see how the Tabernacle was built. It is said that he was much impressed.

Election times are very trying, especially to Dan Sullivan and Judge Rainey. They had it out one night in the smoking room. Sullivan is a Democrat. Rainey is a Republican. "Nuff said."

Prof. Chandler tried recently to explain what things were except from attachment under Common Law, and had rather good success, showing that a non-matrimonial man's property and his housekeeper's belongings were sometimes liable to attachment. McQuirk became excited and really wanted to know who was after the housekeeper.

Every time the seniors become tired, or get writer's cramp, someone is bound to exclaim, "Call the Roll."

Favorite pastimes of some of our Seniors . . . . .

Favorite pastimes of some of our Seniors . . . . .

Schoo1 Notes

The True Suffolk

Its Unselfish and Incorruptible Spirit

Hiram J. Archer, L.L.B.,
Director of Problems and Quizzes.

How did Suffolk Law School survive the adversity of its early years? Others have arisen with brighter prospects—and are no more. Yet Suffolk has grown steadily stronger while toiling and fighting its way upward from a pitiful beginning. Whence its exceptional vitality? The strength of Suffolk Law School is its unselfish and incorruptible spirit. The visible Suffolk is but an imperfect embodiment of that spirit, an embodiment which is ever unfolding stronger and nobler qualities as the giant within grows its way to fuller consciousness, struggles for more and more perfect expression of its noble and ever nobler self.

Suffolk Law School is not a loose-jointed body of un unified and inefficient members; not a systemless institution where the brightest men may glean just law enough to pass the bar examinations, while the duller students become confused. Nor is Suffolk merely an efficient lawyer factory. It does indeed provide most efficient legal training and an invaluable mind training for any other work of life—patiently and unceasingly drilling the student into the habit of thinking to the point—perceiving the important and the unimportant in their true proportions.

Infinitely more important than all this, Suffolk Law School infuses into the heart of the student a spark of its own spirit. While training the purely mental faculties, it inspires the student to cultivate a noble and impregnable character—spurs him to the splendid task of making his life render its utmost service to humanity.

SCHOOL NOTES

(Continued)

Admirers of the poetry of M. E. Rosenzweig '19, whose verses have frequently appeared in the Register, will be gratified to learn that his "Winter Reverie," that adorned the cover of the February issue of the Register, has been selected by the editors of the forthcoming "Anthology of the Best Poetry Written by American College Students" for 1915-1916, for a place among their very choice collection.

Dean Archer has taken his place in Purdy's photographic School. More than 25 couples participated in the jollity of the occasion, which was the first of a series.
A PHASE OF GOVERNMENT OWNERSHIP
George B. Mahan, '20

In the various discussions of Government ownership of telephone systems, there is a point which does not seem to have received any great amount of attention from those in favor of the measure. That is, a consideration of what is the condition of the vast army of telephone employees under corporate ownership and what it would be under Government ownership.

The employees of the great telephone system of the country, including the parent company and all the subsidiary companies, reach a total of nearly two hundred thousand men and women. All these employees throughout every state in the Union are sharers in a sickness, disability, death benefit and pension plan, the equal of which is not provided for any equal number of Government employees. The plan is entirely non-contributory and calls for no assessment of any kind on the employees to obtain the benefits provided.

According to the plan in operation throughout the system, employees who have reached the age of retirement may be retired with a pension depending on the salary and length of service; but in nearly every case the employee is obliged to contribute out of his own pocket for taxes and assessments. Even where the benefits are thus provided it is not probable that they continue for a period as long as those provided for the telephone employee under corporate ownership.

It is true that in some branches of Government service a larger pension is paid to the individual employee. It is also true that sickness and death benefits are provided in some branches of the service, but in nearly every case the employee is obliged to contribute out of his own pocket for taxes and assessments. Even where the benefits are thus provided it is not probable that they continue for a period as long as those provided for the telephone employee under corporate ownership.

In view of these facts it is quite evident that any attempt to take over the telephone system by the Government will have to provide for the continuation of the insurance system which the employees enjoy at the present time.

In case of sickness, employees with ten years' service or more, receive full pay for thirteen weeks and half pay for thirty-nine weeks. Employees with five years' service but less than ten, receive full pay for thirteen weeks and half pay for thirteen weeks. Employees whose length of service is from two to five years are entitled to full pay for four weeks and half pay for nine weeks.

The life insurance for employees with ten years' service or more is one year's salary, not to exceed two thousand dollars. For employees with service of from five to ten years, the death benefit is one year's salary, not to exceed two thousand dollars.

Since the employees are not required to pay any dues for these benefits, it is quite evident that any plan to change the ownership of the telephones would certainly be prejudicial to a great army of our citizens if it did not also provide for the continuance of the pension and insurance plan now in operation.

Harry W. Hanson, another veteran returned from the war, reported at the school in his regiment immediately upon his return from the border. You see, Harry has been having a soft time of it—in the cavalry—with nothing to do but chase bandits and enjoy life.
A TRIBUTE TO OUR DEAN.

Ten years ago at this time a young man, with firm determination, set forth on a hazardous mission. A wonderful mission it was, to be sure—the fitting up of workingmen's sons, for the profession of law. With every imaginable opposition staring him in the face, this man pursued his humble, long, and laborious struggle to establish a school for the poor boys of Massachusetts.

Today, ten years after that humble beginning, we commemorate the anniversary and honor the man who made it possible for us to obtain an education unsurpassed in any law school in the land. This young man of keen intellect, exceedingly modest in men and forceful in action, today has realized the vision once seen in a dream—THE SUFFOLK LAW SCHOOL.

Many of us have read "The Educational Octopus" which sets forth the details of that long struggle. We know the bitterness of the conflict. We understand the self denial and privation in the home of Suffolk Law School's founder, and we realize that only the loyal co-operation of a faithful wife could have turned repeated defeat into a victory such as this. Suffolk greets and celebrates "her" name also.

Students of Suffolk, let us join to honor Glannon L. Archer, LL. D., Dean of the Suffolk Law School, who has given us the opportunity to celebrate today a tenth anniversary and in later years to point to Suffolk Law School on Beacon Hill and with pride, say, "There's my Alma Mater."

VOTE OF APPRECIATION.

The Board of Editors and Business Management of the Register wish to extend hearty thanks and appreciation for the whole-hearted response to the call for subscriptions to the Register. Practically seventy per cent. of the student body subscribed for the eight monthly issues, and many others secured individual copies. Those who procured the magazine before November 1st, received it at last year's rate, $1.00. After the first of the month the price was advanced. This was necessary owing to the fact that the cost of material used in printing the paper had so far increased in price that the printers were obliged to ask higher rates for publishing it. But, nevertheless, the editors on the other hand feel that the quality of the subject matter dispersed in the magazine has also advanced. The new department devoted to review questions, for each class, on the subjects covered during the current month, will amply repay them for the cost of the subscription. So let us all co-operate and continue in the good work, because we know that the Register is not merely a good magazine for the money, but a good magazine.
To the long list of accomplishments which were published in last year's Register concerning "Matt" Peters may be added, "Sheriff," "Real Estate Promoter" and "Proprietor of a General Store."

Ask to see the judge. "Matt" is also thinking of taking piano lessons.

Will someone offer a prize of $50 in gold to the orator in this class who can convince John Wenzler of the merits of prohibition?

Paul Halloran, labor leader extraordinary, believes in an eight-hour day, triple pay for overtime, and all day Saturday off. We fervently wish that Paul's wishes could be carried into effect.

If you should ever pay an enforced visit to Police Headquarters, ask to see "Joe" Searjeant, who will endeavor to restore your priceless liberty.

If you should get beyond "Joe" and into the Superior Court, tell the judge that "Whacker" MacCubbin is a friend of yours, and your case is as good as won.

If you get within the clutches of the District Court, your interests will be well taken care of by "Fould Marshal" Rackes. He will prevent you from escaping.

"Pete" Silsbee, our enterprising market-man from Market Street, can also discourse intelligently on the copper and gold markets.

Did you know that "Tom"

Egges was mistaken for Leon R. Egges in the smoking room, by one of our embryo attorneys from the freshman class last week.

After spending 50 years of his life as an attorney, "Steve" Brodie died and applied for admission to Heaven. He was met at the Pearly Gate by St. Peter and quizzed as follows: What is your name? A. Steve Brodie. Q. What was your profession? A. Lawyer. Q. Are you mounted? A. No. Well, said St. Peter, you can't come in, you will have to go below.

"Steve" was crestfallen and he started on the long journey to the regions below. On his way down he met "Mike" Sherry, so he jumped on Mike's back and went back to enter his appeal with St. Peter.


"Ed" King, who is not much bigger than Tom Thumb was trying a case in the Superior Court. It was his first big case, and the opposing attorney, P. J. Downey, a veritable giant in size, came over to King and guffawed down at him. "Are you the attorney opposing me?" Why, I could put you in my vest pocket.

"Maybe you could, said the unabashed King, but if you did you would have more law in your pocket than you ever had in your head."

Bill Mulcahy, resident of Newton and side partner of John Coughlin, has still continued to be a companion of John's. He, also, attends Suffolk. So does John.

One student had the nerve to ask a delay on the payment of tuition on the ground that he had won an election bit which hadn't been paid—but he had hopes.

Ex-Senator James H. Breman has enrolled at the school and sits up and takes notice whenever the Supreme Court is mentioned. The senator is well acquainted with the Supreme Court after his experiences as chairman of the Suffolk County Apportionment Board; and we should not be surprised to see him some day undertake the redistricting of the Supreme Court. Meantime he is studying law.

Quite a flurry at the school was caused election night by the great South Boston disaster. The school telephone rang almost continuously and Recorder Dolan spent the busiest evening of his life trying to ascertain if this and that South Boston student had arrived safely. Happily no Suffolk man was included among the victims of the "death car."
Review Department

Freshman Class

Torts—Dean Archer.

148. May legal incapacity be pleaded as defense in an action of tort? Where does the law draw the line between legal and physical incapacity? Illustrate.

149. What bearing has consent of the injured party upon his right to seize the offender in tort? In what cases may a defendant justify his own action, and in what cases the action of another? What are the defenses by way of limitation to tort liability? How is actual intent shown in the tort of libel? What is the rule as to what is libelous? What are the defenses to an action of slander? Does the law make any distinction between statements injurious in character and those injurious to the feelings? If a person uses more force in self-defense than the occasion justifies, what remedyern for such excess is provided by the law? What is the rule as to whether the threatening conduct was intended to asault? Would the same be true if the threat be made by words instead of by means? What is the rule as to whether a person is liable for injuries caused by negligence of his agent? What is the rule as to whether a person is liable for injuries caused by his own negligence?

150. How far does the statute of limitations affect tort liability? When is a suit upon a tort barred by the statute of limitations? Under what circumstances is a right to sue for torts forever barred? What is the rule as to duration of the right to sue for injuries occasioned by a tort?

151. What is the rule as to the necessity of showing actual intent? Who may be liable for false imprisonment? Is it necessary to show confinement within physical bounds? If a person uses more force in self-defense than the occasion justifies, what remedy is provided by the law? How is actual intent shown in the tort of libel? What is the rule as to what is libelous? What are the defenses to an action of slander? Does the law make any distinction between statements injurious in character and those injurious to the feelings? If a person uses more force in self-defense than the occasion justifies, what remedy for such excess is provided by the law? What is the rule as to whether the threatening conduct was intended to asault? Would the same be true if the threat be made by words instead of by means? What is the rule as to whether a person is liable for injuries caused by negligence of his agent? What is the rule as to whether a person is liable for injuries caused by his own negligence?

152. What is meant hy justification by consent? To whom may a person use as defense in self-defense? Who may be liable for false imprisonment? Is it necessary to show confinement within physical bounds? If a person uses more force in self-defense than the occasion justifies, what remedy for such excess is provided by the law? What is the rule as to what is libelous? What are the defenses to an action of slander? Does the law make any distinction between statements injurious in character and those injurious to the feelings? If a person uses more force in self-defense than the occasion justifies, what remedy for such excess is provided by the law? What is the rule as to whether the threatening conduct was intended to asault? Would the same be true if the threat be made by words instead of by means? What is the rule as to whether a person is liable for injuries caused by negligence of his agent? What is the rule as to whether a person is liable for injuries caused by his own negligence?

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154. What bearing has consent of the injured party upon his right to seize the offender in tort? In what cases may a defendant justify his own action, and in what cases the action of another? What are the defenses by way of limitation to tort liability? How is actual intent shown in the tort of libel? What is the rule as to what is libelous? What are the defenses to an action of slander? Does the law make any distinction between statements injurious in character and those injurious to the feelings? If a person uses more force in self-defense than the occasion justifies, what remedy is provided by the law? How is actual intent shown in the tort of libel? What is the rule as to what is libelous? What are the defenses to an action of slander? Does the law make any distinction between statements injurious in character and those injurious to the feelings? If a person uses more force in self-defense than the occasion justifies, what remedy for such excess is provided by the law? What is the rule as to whether the threatening conduct was intended to asault? Would the same be true if the threat be made by words instead of by means? What is the rule as to whether a person is liable for injuries caused by negligence of his agent? What is the rule as to whether a person is liable for injuries caused by his own negligence?

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Why is it necessary to establish such a rule?

61. When is the letter of acceptance properly made? Upon what is this doctrine based?

62. How may this rule of the contract arising upon the reading of the acceptance affect the rights of the parties to the contract?

63. What is the effect upon the contract if a loss of the letter of acceptance?

64. Does the offer have a right to stipulate that the contract shall not arise upon the reading of the acceptance?

65. What is the rule as to definiteness of time?

66. What is the rule as to definiteness of time?

67. What is the rule as to definiteness of time?

68. When does a revocation by mail in Massachusetts? What does the case of McCulloch vs. The Eagle Ins. Co. illustrate?

69. Why does not the latter case overrule the former?

70. What is the rule as to acceptance by telegraph?

71. In what four ways may an offer not under seal be terminated?

72. What is revocation and in what four ways may an offer be revoked?

73. When does the letter of acceptance 

74. In what four ways may an offer be revoked?

75. What is its standing in law?

76. What is the rule as to acceptance?

77. What is its standing in law?

78. May a promise be said to be irrevocable? Why?

79. Give the chapter and section of the Revised Laws concerning acceptances after the fact.

80. To what extent may one defend himself as a principal in the second degree?

81. If a person has already been convicted of the crime which he would have been incapable of committing in the first degree, shall he be proceeded against as a principal in the second degree?

82. Give two examples.

83. How is delirium tremens regarded as an insanity at the time of the act?

84. What is the punishment of accessory to a principal in the second degree?

85. Give an example of a principal in the second degree who is the perpetrator of a crime but does not consent to his crime with his own hands.

86. Is killing allowable in defense of one's dwelling house?

87. Does rendering mere acts of charity make a person an accessory after the fact?

88. What is the punishment of accessory after the fact in Massachusetts?

89. If an act is committed which is justifiable in a principal in the first degree?

90. If a person does not commit the crime with his own hands, who can be held criminally liable for the act?

91. What is the doctrine of the Revised Laws concerning the common law rule as to an accessory being tried before his principal?

92. What is the common law rule as to a wife being an accessory to her husband?

93. Who is excepted as accessory after fact in Massachusetts?

94. Give the chapter and section of the Revised Laws concerning acceptances after the fact.

95. What is it necessary to establish such a rule?

96. Will voluntary drunkenness exempt a person from criminal liability?

97. In the case of a crime involving a specific intent could the drunkenness of the defendant render him incapable of intent?

98. What is the rule as to necessity of consideration?

99. Is consideration necessary to show anything beyond the fact that the consideration was stipulated in reliance upon the promise? Illustrate.

100. From whom must consideration come?

101. Is it necessary that the consideration furnished be adequate? Illustrate.

102. A promise B $1000 for an old printing-press has been in B's favor for years. A merely before the death of A the great value. Later, however, after taking the printing-press to a dealer, he discovers that the picture is a mere copy worth about twenty-five dollars. He refuses to pay the $1000. What are the rights of B?

103. Suppose he refuses upon a promise made to induce him to so act, the promise does something that is beneficial to himself. Will this be deemed consideration for the promise?

104. What is the rule as to exchange of unequal sums of money?

105. May one promise be said to be consideration for another?

106. In cases of contracts to be performed in the future, when is the offer and acceptance without further consideration made, the contract binding?

107. What is the rule as to act as consideration?

108. If a person breaks an executory contract may the other party sue for breach of the contract?

109. May moral obligations and legal obligations exist in the same contract?

110. What is its standing in law?

Criminal Law—Professor Douglas.

111. Does a defendant move to the knowledge of the other party to exempt him from criminal liability?

112. Could he withdraw from the common purpose prior to the act committed in his guilty as an accessory before the fact?

113. What is the rule of how regarding the criminal liability of an accessory before the fact in reference to other crimes committed by his associates?

114. What is an accessory after the fact?

115. Does rendering mere acts of charity make a person an accessory after the fact?

116. What was the common law rule as to an accessory being tried before his principal?

117. What is the common law rule as to a wife being an accessory to her husband?

118. Who is excepted as accessory after fact in Massachusetts?

119. Give the chapter and section of the Revised Laws concerning acceptances after the fact.

120. What is the punishment of accessory after fact in Massachusetts?

121. If an act is committed which is justifiable in a principal in the first degree?

122. Give two examples.

123. Is defense of one's person a justification.

124. Is defense of one's dwelling house a justification?

125. To what extent may one defend his person or dwelling house?

126. Is killing allowable in defense of one's property?

127. Is self-defense a defense? If so, when?

128. Is you answer the above in the affirmative which you say that it is always a defense?

129. Is one exculpable for an accident occurring during the commission of a lawful act which has been performed in a lawful manner?

130. If a person has already been tried and acquitted, can he afterwards be put on trial for the same offense?

131. If act, why not?

132. Is the person between the parties to a contract a defense to a prosecution by the state?

CHAPTER VI.

82. When 'is language sufficiently definite to constitute an offer?

83. What is the rule as to necessity of consideration?

84. What is consideration? Is it necessary to show anything beyond the fact that the consideration was stipulated in reliance upon the promise? Illustrate.

85. From whom must consideration come?

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EQUITY—Professor Gibb.

59. Bankruptcy laws are built on the principle that creditors must share among themselves. Is the same principle laid down in equity?

60. How is the axiom "Equity acts with the utmost good faith" interpreted in equity cases?

61. Does equity apply joint tenancies?

62. What is the present statute permitting who can sue on a lost instrument?

63. In a contract suit, what is the present statute providing as to the rights of the parties?

64. Does this axiom apply to mercantile law?

65. Will equity grant relief in any instance, regardless of the amount involved?

66. When are parties required to provide a blank instrument in order to permit one of the parties to make an assignment of the instrument to the other?

67. What is the present statute with respect to this axiom?

68. How is the maxim "He who seeks equity must do Equity" applied?

69. When does it broadly interpret?

70. Does it apply to usury or in general?

71. Where one has been in possession of property under a claim of right, and the true owner has established his title by law, does the owner recover subject to the usurious interest received in Equity?

72. What does Maxine No. 9 mean, "Equity regards Truths that are just which she would, in conscience, disregard?" Does it ever consider land as property as land? If so give an example.

73. What is the present statute providing as to the right to recover possession of the property in controversy?

74. Under what maxim?

75. Discuss the maxim "Equity sets specifically and not by way of composition." ACCIDENT.

76. Define "Accident."

77. Name three conditions that will bar a person from recovering against the party who has wronged him.

78. Will uniform differences, or unforeseen accidents generally excuse a person from performance?

79. Will the fact that a party is himself guilty of gross negligence make any difference?

80. In the Court of Chancery make a judgment in favor of the holder of a lost instrument?

81. Does the law of a writing destroy the security and obtain an order of attachment?

82. In what way do the courts of law regard the sale of property as affecting the matters of lost instruments?

83. In which states is distribution made between lost deeds and lost negotiable instruments on suits for specific performance?

84. When is an instrument payable if made payable "at sight"?

85. What is the fruit of time for presentation of a demand note?

86. Is a negotiable instrument negotiable after maturity?

87. What is the limit of time or period before which any note must be presented for payment?

88. If a wife makes a note payable to the order of her husband, is the maker liable on the note?

89. If a note payable to the order of her husband's name is payable after maturity, does the husband have any further rights against the payee?

90. When is a note payable to the order of her husband's name payable in Mass. at sight? When is it payable in Mass. by a Massachusetts payee? When is it payable in Mass. by a New York payee?

91. If a note payable to the order of her husband's name is payable in Mass. at sight, how is the note certified for collection by the payee?

92. What is the present statute providing as to the rights of the parties to the note?

93. Will equity enforce a penalty?

BILLS AND NOTES—Professor York.

94. If a note payable if made, discounted, and payable in Mass., between Mass. payor and Mass. payee, does it become a negotiable instrument?

95. What is the form that a negotiable instrument must assume before it can be enforced by suit in Court?

96. Can the courts deal with the parties regardless of the location of the property in controversy?

97. What is the meaning of "legal obligation" of importance in this section?

98. Can a court of equity in a breach of warranty suit, order the authority to refund the purchase price of the property?

99. Is it necessary to allege that the property was delivered, and payable in Mass. in order to recover it?

100. Is it necessary for the party to show that the note was the security of a contract, and the contract of which the note formed a part?

101. Can there be a recovery for lost rights against the husband and wife, or any of their children?

102. In the fact that a note was made on Sunday, ground for a motion to strike out the bill?

103. Is a negotiable note payable to a non-negotiable person?

104. Does an instrument signed for accommodation in Mass. become a negotiable instrument?

105. Does the law of Massachusetts regard an instrument signed for accommodation in Mass. as a negotiable instrument?

106. Can the courts make a holder of a negotiable instrument a vendor to a New York payee who endorses it to a New York payee, and it is delivered without the happening of the contingency as to the payee who includes for value before maturity in a bona fide purchaser, is the holder liable?

107. Can it be said that delivery is always necessary to the validity of a negotiable instrument even if the title be a heads and tails purchaser?

108. If a negotiable note is made, discounted, and payable in Mass., between Mass. payor and Mass. payee, but indorsed for accommodation in Mass. does it become a negotiable instrument?

109. What is the form of time for presentation of a demand note?

110. Is a negotiable note payable to the order of her husband's name, payable in Mass. at sight, payable in Mass. by a Massachusetts payee?

111. If a note payable to the order of her husband's name is made, discounted, and payable in Mass. at sight, who is the present statute providing as to the rights of the parties to the note?

112. What is the present statute providing as to the rights of the parties to the note?
purchase price. Who took title to the machine? Under Mass. law?
51. State of Mass. New York and General American rules as to when a chattel mortgage and real property mortgages will take title to real fixture?
52. How has the law of fixtures been modified as between landlord and tenant and states what fixture a tenant may and may not remove?
53. If a tenant removes a stairway and replaces it with a new one can he remove the original stairway and keep the climb of his Tenancy?
54. What are domestic fixtures as called, and what is the rule as to the right of a tenant to remove them?
55. What is the time allowed for a tenant to exercise his right to remove fixtures?
56. If the failure of the tenant to remove fixtures during his tenancy is due to the fault of his landlord, within what additional time will that landlord be permitted to remove them?
57. A leased his land to B, and if an equal number of days after the expiration of the lease the property is removed he is entitled to recover it. In what class is the claim of the landlord as against the remainder man or reversioner?
58. Fixtures which have been purchased with the product of the lease, who has title to these fixtures?
59. What is the law of fixtures as to between grantor and grantee?
60. What evidence of the annexor's interest in the fixture is necessary to the claim of the lessee or reversioner?
61. What is a freehold?
44. Under what circumstances has a
Referee power to seize and hold
property of a bankrupt?

45. Over what powers does a Refee-
riei1e as to the liquidation of a
bankruptcy estate?

46. Sec. 39 of the Act is entitled
" Duties of Referee." Has a
Referee any duties other than
those specifically mentioned in
the Act?

47. Is an1 applicant for credit
sworn before filing his sched-
ule, when, if anything, is done
regarding the solvency?

48. What three things specified in
Section 35 of the Act, which are
duties other than those
required of the Referee, shall
be included in the schedule
filed?

49. If more than one trustee is
appointed in a certain bankruptcy,
what must be done?

50. What must be done by a per-
son who believes himself to be
a creditor of a bankrupt before
taking any action?

51. Specify three of a trustee’s
powers.

52. What matters are usually
attested to in the bankruptcy
schedule?

53. What are creditors claiming
against a bankrupt property?

54. Name the several classes of
creditors.

55. What steps must an executor
follow in the administration of
an estate?

56. What are the steps necessary
in the administration of a
joint tenancy estate?

57. Texas executed a will leaving
all of his property to his wife,
A. What is the effect on the va-
idity of the will of the death
of A?

58. If the testator’s name was
written on the will at the time
of execution, is this privity of
mind evidenced?

59. Was this will entitled to pro-
bate, and why or why not?

60. Is there any essential feature
of self-execution a will to be at
the end?

61. If no signature is made on the
will, is it necessary to read the
will?

62. Give an example of an internal
mistake.

63. The act says a will leaving all
property to his wife, A, upon
her marriage to B, but A mar-
rried C, and the printed portion
was not altered. Does this fact
render this will void or invalid?

64. If the instrument contains noth-
ing to suggest the testamentary
intention of the testator, is this
property void?

65. If a will has been read to a
conscientious bankrupt and he
has adopted it, or if he attempts
to give a formal statement of
the contents which he had pre-
viously been requested to give
for the purpose of proving the
will, will he be exonerated
thereof?

66. Can a mistake occur in the
will in regard to the way he
owns the property?

67. Is undue influence a question of
law or fact?

68. If the testator’s name was
written on the will at the time
of execution, is it necessary to
prove the following state-
ments, that is, is this a suf-
ficient signing, and why or why
not?

69. If a will is "signed" in this man-
ner, should reference to the cir-
cumstances be altogether to this
attestation clause?

70. Can the person who wrote the
testator’s name for him be a com-
petent witness to the will?

71. Is it necessary to read to a
witness the will at the time
the witness signs it?

72. How many subscribing witnesses
are required in Mass.?

73. Must they subscribe in the pres-
ence of the testator?

74. Must they subscribe in the pres-
ence of each other?

75. Must they sign the will sig-
atures and attestations?

76. Can the testator’s name for him
be a competent witness to the
will?

77. Is it necessary to read to the
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the witness signs it?
44. A vs. B. An oral contract for purchase of a horse. C was a bystander at the time of the trade between A and B, and A offers to prove C what was said. Admissible.

45. A, administrator vs. B, R., Co. Plaintiff offers in evidence a written statement by defendant to the effect that the plaintiff owned a mortgage on the said property. In view of the fact that the plaintiff's testator was a married man, this evidence is competent. Competent. See also page 485.

46. Annual vs. II on an original contract for the purchase of a horse. C was a bystander at the time of the sale. Competent. See data of section above.

47. A vs. B. On an oral contract for purchase of a horse. C was a bystander at the time of the trade between A and B, and A offers to prove C what was said. Admissible.

48. What is a judgment in personam?

50. What is the rule as to a creditor's right in his debtor's life insurance policies?

51. What is a judgment in personam about the time of the accident?

52. What is required by the due process clause of the U. S. Constitution as respects service of process?

53. A of Boston vs. B of Seattle, B absent at time of service. No property of B is excepted on file. Can A get a continuance of action for further service on defendant?

54. Name ten statutory exemptions from attachment.

55. Can a debtor who lives alone in one room claim $300 of furniture as exempt from attachment?

56. A debtor has two cows, one mortgaged. "Which cow is exempt?"

57. A has a keeper appointed over his property in a carpenter shop. C, a former trial of the case, was heard out of the Commonwealth at the time of the action. What property is exempt from execution?

58. A is sued, his piano attached and a keeper appointed over it. piano. How can he get the piano out of his house?

59. B sues X for $100. An officer attaches B's piano. How can he get the piano out of his house?

60. B attaches X's piano for injuries in the quarries. C, a former trial of the case, was heard out of the Commonwealth at the time of the action. What property is exempt from attachment?

61. A keeps a horse. B sues A for injuries in the quarries. C, a former trial of the case, was heard out of the Commonwealth at the time of the action. What property is exempt from attachment?

62. A sues X for injuries in the quarries. X refuses to answer. His administrator pursues A's testimony in the lower court. Can this be reached by attachment?

63. A City of X for injuries in the quarries. To show that the defendant had notice of the defective condition of the highway, the plaintiff offers to prove the testimony of O given in an action of trespass to a noticeable ditch, from the deposition of the witness. C's testimony was unsworn and he is now in parts unknown. Competent. Admissible. See page 485.

64. A and B. Plaintiff offers in evidence a written statement by defendant to the effect that the plaintiff owned a mortgage on the said property. In view of the fact that the plaintiff's testator was a married man, this evidence is competent. Competent. See also page 485.

MASSACHUSETTS PRACTICE—Professor Chandler

65. What is an "absent defendant"?

66. What is a judgment in personam?

67. Can a judgment in personam be obtained against a person who is absent from the county at the time of the service of action?

68. What is required by the due process clause of the U. S. Constitution as respects service of process?

69. B of Portland, Me., on a joint contract of B and C. C is out of the Commonwealth at time of action. What service is required on C?

70. In the above is there any time limit for service on defendant?

71. Quota officer's return in Elliot vs. McCormick. Cites statute.
12. Define the jurisdiction of courts in the state.

13. When and how are stockholders liable to creditors of the corporation?

14. What do you understand by the term "personal property in the life estate"?

15. What is the cause of action brought?

16. To what class or classes of taxes does this apply?

17. Define the limitation upon jurisdiction of courts.

18. Where is the action brought for breach of covenant?

19. Where is the action brought for breach of contract?

20. Where is the action brought for personal injuries?