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The Register Vol. 2, No. 2, 1/1916

Suffolk University Law School

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17. What should a certificate of incorporation contain?
18. What is the place of residence of a corporation?
19. When 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 inherent in a 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 corporate business?
29. What is the nature of the position of a director of a corporation?
30. What is a "defacto 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. What power has a corporation to make contracts?
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 by a corporation?
36. When, if ever, will Equity interfere in an ultra vires act?
37. What is the liability of a corporation for the torts of its agents?
38. What is the liability of a corporation for the crimes of its agents?
39. What is the contract of membership in a corporation?
40. What are the rights and liabilities of a subscriber to the capital stock of a corporation already formed.
41. What are the rights and liabilities of a subscriber to the capital stock of a projected corporation?
42. What are the rights and liabilities of a promoter for a projected corporation?
43. What is the effect of fraud in obtaining a subscription to a corporation?
44. What is the liability of the stockholders for the debts of the corporation?
45. How is the stock of a corporation transferred from one person to another?
46. What is a stock certificate?
47. Has a stock certificate any of the elements of negotiable paper?

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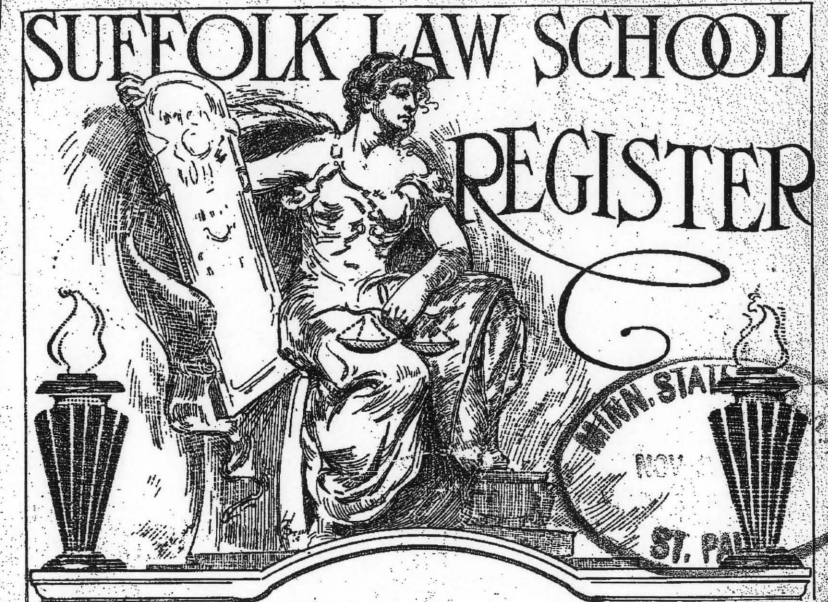
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BOSTON, MASS., 1916

Number 2

Tenth
Anniversary
Number

NOVEMBER

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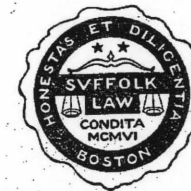
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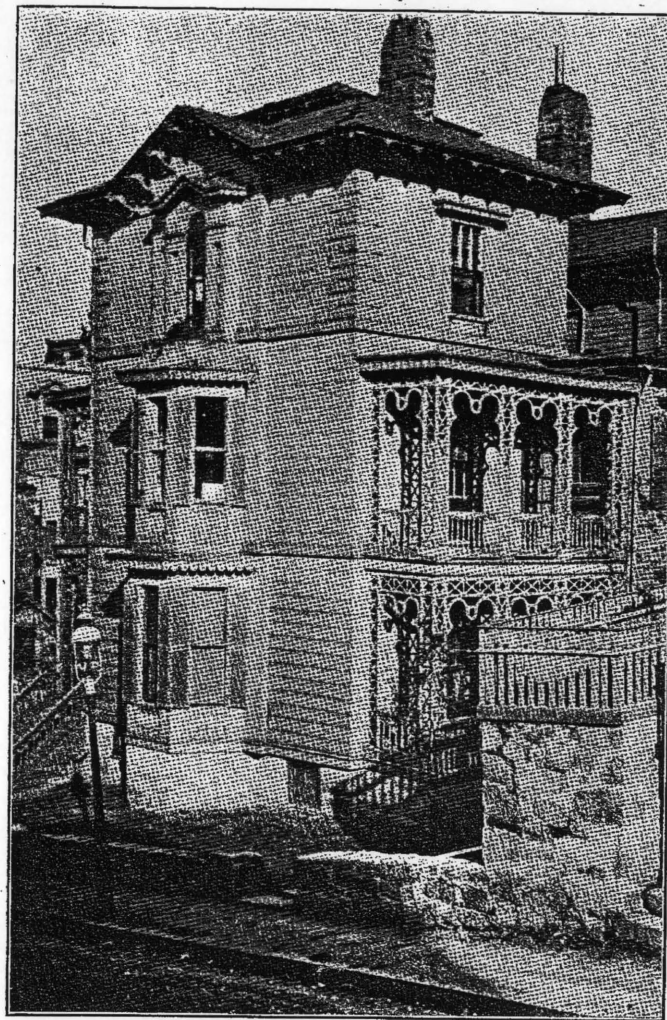
F. H. 1848

SUFFOLK LAW SCHOOL REGISTER



Published by the
STUDENTS OF THE SUFFOLK LAW SCHOOL
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6 ALPINE STREET, ROXBURY.

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

Gleason L. Archer, LL.B. Dean and Founder.

The Hillside Street.

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 aspects 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.

The first home of the school was on a street appropriately named Alpine, for it climbed a hillside very difficult of ascent. Not only that but it branched off from another street, St. James, which was quite as trying to the muscles. Both these streets were obstacles to be overcome before the student reached the school in the evening. It is significant that no fat man ever attended the school during its first year. Even Mr. Douglas, who was a member of that memorable band of pioneers, reduced until he was almost transparent.

"Beware, Young Man, Beware."

There were many humorous incidents that have now faded from memory. But I can never forget the evening that one of the students, a southern fellow and very superstitious, came tottering into the house with blanched cheeks and obvious horror written all over him. There was a crazy woman who haunted that section of Roxbury at this time. She had met him on his way up the hill, made mysterious passes with her skeleton hands in very close proximity to his face and voiced the sepulchral warning, "Beware, young man, beware!"

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



This chair marks the spot where Dean Archer stood in delivering the first lecture.

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 lec-

ture 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 rôle 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 '12, 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 274 Brookline Avenue, Boston.

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

Ask Dean Archer if in his summer exploits 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 cur played the stellar part. It happened this way. The Dean had been fishing at Scituate harbor and was driving through a field in two ruts from which there was no turning. The observation end 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, honk! a fact of which the Dean was unaware until it was too late to bring the car to a stand. The dog disappeared under the front axle and the car paused with the throbbing engine just over the beast's cranium.

The terrified animal attempted instant flight in four directions, the directions being through the spokes of the four wheels of the car, each in turn, final "beating it" under the rear axle cheered on by the warm breath of the ex-

haust from the engine. The dog is said to be going yet and increasing his speed every time he sees an automobile of the well-known Detroit make.

Two Suffolk graduates have won new 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. 16. 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 '15, Chas. S. O'Connor '13 and Chas. A. De Courcey '15, 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 collection. The Dean says it was a new experience to have people pay up so spontaneously, and he wishes that Billy might talk to the students of Suffolk at tuition time.

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 heard the case of Government v. Blank in an action for "obtaining money by false pretences." Nothing unusual developed and the defendant was acquitted, so he 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 Torts.

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 in its prescribed form. In this particular case, it was deemed advisable to choose as jurymen business men at the head of the most important business houses in the county and in this manner a most apt and able jury was procured, thereby assuring the contending parties a fair trial by their superiors.

Jones set up as his defense the fact that he made his charge honestly believing it to be true and that because of this he was justified in prosecuting the plaintiff. The plaintiff, 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 classics. The judge, nevertheless, instructed the jury to report their

findings by answering the following questions:

1. Was the prosecution referred to made by plaintiff believing the charge to be the truth?

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 plff. had lost his suit for damages because where the old common law rules malice does not affect the truthfulness of a charge. It forcibly brought to my mind that Mass. was a pretty good old state and that our laws were not so bad as I had imagined. Here was an able jury and each one in his own heart felt that the plff. should be given something for the stain on his character. It is not often such a class of men can be secured for a jury and their decision gave plenty of food for thought. If only the legislators would improve and modify the laws already in existence instead of passing so many "joker laws," how much would the public at large be benefited and our crowded law courts possibly relieved. But I realized the judge must follow precedent and the law must be obeyed literally.

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 lack the stamina to stand up and face their fellowmen 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 that they might win.

While I am under the impression that it is accurate to generalize with regard to the make-up of this class, yet in justice I should mention the fact that among them there are a few exceptions who are laboring under a delusion created perhaps by a train of happenings in their lives, which to their often unthinking minds spells the seeming lack of present-day opportunities and futility of ambitious effort.

Reason with one of these pounders of the pessimistic doctrine, press him for a few specific illustrations of the opportunities which he loudly acclaims ceased

to exist, and undoubtedly his answer will concern natural opportunities. So far as the natural opportunities which a half century ago were practically limitless in their scope of development are concerned, it is true their day has passed. He never mentions the fact of the great industrial opportunities which are everywhere apparent; the great professional opportunities which constitute an arena where the highly developed mental element is the essential weapon of combat. No! He harks back to those individual cases of a tricky play of the Goddess Fortune, where men acquired wealth, prestige and power without preparation, often without ability.

Opportunity is everywhere! No truer phrase never passed man's lips. When I hear a young man say there is no opportunity, my mind always interprets his words as meaning that it is not lack of opportunity that dismays him, but it is rather the keener competition which he must face today in order to embrace and successfully consummate the opportunity. The great battle of brains for the favor of the Goddess of Success awes him; he hesitates to throw himself into the fray; to stand up shoulder to shoulder and wage a fight with his fellowmen; he cowers down and in desperation, cries out, "There is no opportunity." Poor deluded youth: he lacks the stamina, grit and sand, to square himself into the conflict with determination to mount the ladder of success.



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 sidestepped 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 climbs 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 and shame, the story is always this: One side of their ladder of success—the side of "Integrity"—was unsound and shot through with the canker of dishonesty, hypocrisy and sham.

Why am I saying these things?

Let us have a quiz and see if even in you there lurks the canker that turns success into ruin.

Suffolk Law School. Hit-home quiz. November 1916.

(Required work—necessary for the degree.)

1. Do you ever look at another man's paper in an examination or quiz; or in any other way consciously cheat in an examination or quiz; or cheat by using another man's problem answer or abstract and copying it either verbatim or with slight alterations?

2. Do you ever aid and abet another student to cheat in class by giving him aid when asked or by failing to prevent his looking at your answer or by loaning him problems or abstracts to copy?

3. Are you one of those who after a long summer vacation with abundant opportunity to provide for the payment of tuition, returns to the school "strapped" and has to beg for an allowance of extra time in which to raise the small sum of ten dollars and fifty cents? (I know the names of a score of such men now in the school.)

4. Do you ever neglect your just obligations to the school and delay the payment of tuition until your name is posted among the tuition delinquents, or ever "arrange" for payment and fail to make good your promise? (I am collecting data on quite a number who do.)

5. Do you ever persistently disregard tuition notices, and delinquent lists and pay only when notified that you are suspended from all school privileges.

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 earnestness and sincerity and the day will crown you as one of the strong men of your generation.

Senior Notes

Admiral Ransom 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 the 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 hindu. Reason: he has been on the Mexican border in the medical corps.

Harry Porter denies the rumor that he is an usher at Billy 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 by the settees—settees are much wider than a chair, and much more comfortable than two chairs.

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 Ced."

Prof. Chandler tried recently to explain what things were exempt from attachment under Common Law, and had rather good success, showing that a non-married 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:—

Evarts: One haircut every six months.

Dickey: Keeping quiet.

Sullivan: Adamson eight hour law.

Lipkin: Fancy ties, shirts and collars.

Porter: Contra opinions to the Supreme Court.

Fielding: Talking some unknown language during the lecture.

McGowan: Communicating in the same tongue.

Eyges: To agree with everyone, in all subjects from politics to religion.

(To be continued in next issue.)

By mistake a "freshie," about 5 feet in height, more or less, walked into the Senior Hall. What happened, is contained in that famous song, "He walked right in, turned around, and walked right out again."

Pro. Chandler: What goods are perishable?

Student: Growing crops, such as fish, meat, hides in vats, books of account, and Railroad Cars and Engines.

There is a plan on foot to ask Dean Archer to abandon the quiz clubs, because some of our married students get home too late and indulge in quizzes with their wives, as to where they were, etc., etc.

The True Suffolk

Its Unselfish and Incorruptible Spirit

Hiram J. Archer, LL. 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 gropes its way to fuller consciousness, struggles for more and more perfect expression of its nobler 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 "hall of fame." A fine portrait of the dean has been installed at the street entrance of this well-

known photographer, among portraits of governors, senators and other men in the public eye.

About Two Presidents.

(As clipped from Boston Globe, of Nov. 16th.)

A dancing party was held last evening in Obert's Bungalow, River St., Mattapan, by "Two Suffolk Boys" Maurice M. Walsh, president of the class of '19, and Joseph F. Dinneen, president of the debating club, Suffolk Law 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 telephones, 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, in amount, on the salary and length of service of the employee. It is provided that the minimum pension will be twenty dollars a month.

For accidents the plan provides full pay to the employee for thirteen weeks and half pay for the remainder of absence up to six years.

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 half a 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.

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 dues 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 employees 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 continuance of the insurance system which the employees enjoy at the present time.

Junior Notes



"Sam" Pofcher has a new job. He stands in front of the Tremont Trust all day. "Sam" says there is money in it. The bank or the job, "Sam"?

"Blushes" Wyman must like the courses. He's getting in on time now.

Did you notice "Charlie" Gilfix-ing his bloody nose?

Mr. Thompson (to Foster)—"Why aren't you taking the lecture?"

Foster (pointing to Marget)—"What do you think I've got my secretary here for?"

Lieutenant John P. Tierney of the Fifth Massachusetts, has returned to the school, after his long sojourn on the Mexican border. John has grown a very becoming mustache, which so completely disguises him that he needs to be introduced to his classmates all over again.

Lieutenant Alfred W. Ingalls of the Eighth Massachusetts, is hard at work in the school once more. He was also a stranger to his classmates, for last year he wore a very natty little mustache, and it was missing when he returned from the border. We wonder if Lieutenant Ingalls loaned his mustache to Lieutenant Tierney. Come 'fess up, comrades.

"Mel" Marget is not noticeable until his presence is heard by that deep rumble, grumble and roar.

Harry W. Hanson, another veteran returned from the wars, reported at the school in his regimentals 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.

Charlie Morton is a "near veteran," for he went to Plattsburg in September. Rumor has it that he fell in with a hostile band of Indians and was scalped. At any rate his crowning glory was missing, and it is said that he lived in seclusion for two weeks after returning to Boston, all the while trying to raise enough hair to be parted.

Wm. H. Kelly is said to be the tallest man in the school. We shouldn't be surprised, for he is six feet four. He looks even more than that when seen in the near vicinity of Sammy Pofcher.

Mr. Thompson admits having once made \$75 on one case. What do lawyers do with all their money?

Mr. Chandler (Evidence) Dictating: "This case is in—"

Dean Archer enters and announces the result of the school's straw vote for President, taken in the first divisions: "Wilson, 172; Hughes, 100."

Mr. C. (continuing): "—In Hughes 221."

"Jimmy" Harrington: "What's that, another precinct heard from?"

Editorial Board

MAURICE M. WALSH '19, Editor-in-Chief
STEPHEN A. McALEER '18, Assistant Editor-in-Chief
JAMES F. MEAGHER, 19, Business Manager

Names of Associate Editors selected for the board are announced in editorial.

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 of ambitious young men, the workmen's sons, for the profession of law. With every imaginable opposition staring him in the face, this man pursued his humble, long, and labored 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 mien and forceful in actions, 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 cherishes "her" name also.

Students of Suffolk, let us all join to honor Gleason L. Archer, LL. B., 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 firmly believe that the quality of the subject matter dispensed 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.

MEMBERS OF THE EDITORIAL BOARD SELECTED.

During the competition for associate editors just concluded many literary prodigies were resurrected, as proven by the articles entered. Although many of these competitive articles do not fit the needs of the Register at present, still I wish to express my appreciation for the interest and zeal manifested by the authors. The competition was exceedingly keen, and it was only after a deliberative and critical examination that the judges were able to choose the appointees. Still any contestant who was not successful in being included amongst the fortunate ones, should, nevertheless, continue to contribute articles, which will be carefully considered; as the Editorial Board is not stable for all time, but may be altered because some member will not be able to devote the time required to this work. Then the opportunity arises for election to the Board, and these contributors are the first in line for the positions.

The associate editors, as selected by the judges, who examined each individual contribution, are:—from the Senior Class, Bernard Eyges and Martin D. Rosenfield; from the Junior Class, Howard W. Foster and Melvin M. Marget; from the Sophomore Class, Michael E. Rosenzweig, Maurice N. Abrahamson, Joseph F. Dinneen, Harry F. Twomey, and Vincent R. Sayward; from the Freshman Class, Joseph E. Nihan, Thomas J. Barry, Wilfred V. Barrett, and George B. Mahan. The competition for Sophomore and Freshman positions on the board proved so close that judges were unable to limit the number to be chosen to the prescribed two.

DEBATING CLUB.

The Suffolk Law School Debating Club is worthy of more than passing interest. The club which was inaugurated last year sailed through its infancy with flying colors. Every member of last year's club considers that he has acquired something worth while. The prospects for the future of the club are highly promising. At the first meeting this year a large number of the students attended and enrolled as members. Every one seemed earnest and willing to do his part to enhance the value of the training derived from the exercises conducted by this club.

STOP, LOOK AND LISTEN.

The Suffolk Law School maintains the only evening law school magazine in America. Not only that, but it is high grade and original, entirely adapted to the needs of its readers. But in keeping with the spirit of Suffolk, it is given to the student at a minimum cost. In fact, the rise in the price of materials has made it impossible for the magazine to pay its bills without the support of advertising matter. Of this we have little. It should be a matter of pride with the students to have everything connected with Suffolk an unqualified success.

We want you and your friends to advertise in the magazine. Many of you are in business. Acquaint your schoolmates with your line, for Suffolk men are loyal to one another. Many of you work for houses that advertise. Steer some of it to the "Register." Patronize our advertisers, and tell them why.

Sophomore Notes

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 badge. "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 "Field Marshall" Backus. 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"

Eyges was mistaken for Leon R. Eyges 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.

Q. Who is there? A. Steve Brodie. Q. Are you mounted this time, Steve? A. Yes, St. Peter. Decision . . . Come in, Steve, but tie the steed outside. Judgment reversed.

IN 1920.

"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 guffowed 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."

Freshman Notes

Bill Mulcahy, resident of Neponset 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 bet which hadn't been paid—but he had hopes.

Ex-Senator James H. Brennan 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."

SUFFOLK LAW SCHOOL.
To be sung to the tune of "Tammeny" Chorus.

I.
Harken, one; harken, all;
A tale of the school where we belong,

We'll tell in the form of a little song
Suffolk Law: Suffolk Law:
Wisdom, gaining,
Lawyers training—
At Suffolk Law.

II.
Suffolk Law: Suffolk Law:
On the top of Beacon Hill,
You'll learn the law, if come you will—
Archer's Dean, the school has not a flaw.
Easy to show
Why we all go
To Suffolk Law.

III.
S. L. S., S. L. S.,
Suffolk Law School is the name,
From a class of nine, 600 came,
The spirit's fine—best crowd you ever saw—
Once you've started
You can't be parted
From Suffolk Law.
—Joseph E. Nihan '20.

In a Tight Place.
(In oral quiz in Torts November 20):

Dean: Mr.—, what is false imprisonment?

Mr.—: False imprisonment is—ahem—well, false imprisonment means—well, false imprisonment is when one fellow gets another in a tight place. (Great applause.)

Review Department

Freshman Class

TORTS—Dean Archer.

32. May legal incapacity be pleaded as defense to an action of tort?
34. Is a person liable in tort for purely accidental injuries? Illustrate.
35. What bearing has consent of the injured party upon his right to later sue the offender in tort?
36. How if at all does the statute of limitations affect tort liability?
37. Define assault.
38. What is the test as to whether the threatening conduct amounts to assault? Illustrate.
39. Would the fact that defendant threatened another in jest be a complete defense to an action for assault?
40. Would it be assault if defendant angrily confronted the plaintiff with clenched fists and cried out, "If it were not Sunday I would thrash you for that!"
41. What is battery? How does it differ from assault? Why do we usually refer to it as assault and battery? Is it necessary that actual bodily injury be inflicted? Illustrate.
32. Is it possible for battery to result if the body of another is not touched? Explain and illustrate.
43. Is it necessary to show actual intent to injure another? A while endeavoring to shoot a mad dog accidentally wounds B. Is A liable for assault and battery? While celebrating the Fourth of July, C fires a shot gun loaded with shot. B, standing in his own door yard is injured by the shot. Does B have a remedy against C?
44. State the general rule as to the right of self defense. How much force may be lawfully used in self defense? May he exercise this right in defense of any other than himself and his immediate relatives? Is it necessary that a person attempt to escape a simple assault before resorting to self defense? A sees B advancing to strike him. Without waiting for the blow, A strikes B and knocks him down. This ends the affair. Has B a right of action? May a person plead self defense if he strikes another to silence him

45. When if ever may a person take life in self defense? Must he be able to prove that it was actually necessary to kill his assailant in order to protect himself? If a person uses more force in self defense than the occasion justifies, what remedy, if any, has the assailant.
46. What is meant by "duty to retreat to the wall?" Must a person "retreat to the wall" before using his fists in self defense?
47. What amount of force may a person use in defense of property?
48. To what extent do parents have a right to commit assault and battery upon their children. What other persons have a similar right?
49. Define false imprisonment. Is it necessary to show confinement within physical bounds? Illustrate.
50. Would it be imprisonment if a person were merely prevented from going in one direction?
51. Who may be liable for false imprisonment?
52. What is meant by justification by relation of the parties?
53. How may an officer justify an arrest by warrant? When, if ever, is a Clerk of Courts liable for false imprisonment? When, if ever, is a Judge liable for false imprisonment?
54. How, if at all, may an officer justify an arrest by warrant? When, if ever, is a Clerk of Courts liable for false imprisonment? When, if ever, is a Judge liable for false imprisonment?
64. How, if at all, may an officer justify an arrest for felony, without a warrant, if no felony has actually been committed? How, if at all, may a private citizen justify an arrest without a warrant in felony cases?
55. What is the rule as to arrests without a warrant for misdemeanors, by either officer or citizen?
56. Define malicious prosecution.
57. Name four things that must be proven in order to maintain an action for malicious prosecution.
58. Will a civil prosecution be a sufficient basis of action? Explain

in case of mere verbal dispute?

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- the different doctrines on this point.
 599. Give three ways in which a civil suit may be sufficiently terminated.
 60. What is a sufficient determination of a criminal prosecution (a) before a Magistrate (b) before Grand Jury (c) before a Petit Jury?
 61. What is meant by want of probable cause?
 62. Would facts discovered after the prosecution was instituted justify the complainant if he had originally acted without probable cause? Suppose he did have reasonable grounds but did not in fact believe the evidence.
 63. Suppose a prosecution is instituted without probable cause and with malice, but the accused was in fact convicted. Could he sue for malicious prosecution?
 64. When, if ever, will advice of counsel be a good defense to an action for malicious prosecution? Suppose the advice was erroneous? What would be the rule if after taking advice he discovered other evidence, but acted without re-submitting the matter?
 65. What is the rule as to malice as an element of the offense? Will want of probable cause establish malice? Suppose a person acted maliciously, but with probable cause, is there liability?
 66. When, if ever, is it necessary to prove damages in malicious prosecution? When is it necessary to prove damages?
- CONTRACTS—Dean Archer.
- CHAPTER IV.
- §47. What is the rule as to the necessity of offer and acceptance?
 48. In what form may an offer be made? Give illustration of. Actual offer. Implied offer.
 49. To whom may an offer be made?
 50. What is the rule as to necessity of contractual intent? Give illustrations of transactions lacking contractual intent. Will an offer uttered impulsively be held binding? When will an apparent offer be considered an invitation to deal or a solicitation of orders?
 51. When will an intention to contract be implied in the absence of actual intent?
52. Of what does acceptance consist? In what ways may an acceptance be indicated?
 53. By whom may acceptance be made? Would acceptance by a party other than the offeree be a good acceptance, if the offeror was aware of the change? By whom may offers of reward be accepted?
 54. Is it necessary that the party performing the act called for the offer of reward know of the existence of the offer at the time of the act in order to be binding? Are the courts agreed upon this proposition?
 55. Is an intention to accept at the time of performance necessary to the validity of the contract?
 56. What is the rule as to manner of acceptance if such is specified by the offeror? What is the presumption as to manner of acceptance if the offer is silent on the point?
 57. When will acceptance be implied by law? May acceptance be implied in the absence of negligence?
 58. When if ever will acceptance be presumed from silence alone?
 59. Will acceptance varying in terms from the offer be deemed a good acceptance?
 60. What is the rule as to acceptance of an indefinite offer? What is the rule where a party accepts an offer to supply him with whatever goods or materials he may need for certain time?
 61. What is the effect of acceptance?
 62. What is the test of the sufficiency of the overt act of acceptance?
 63. A receives an offer which he decides to accept. He writes a letter of acceptance and sends it by his office boy to the post office. The boy forgets to mail it and brings it back to the office. A then receives a revocation of the offer. If A were then to mail the letter would a good contract result? In example two why was not the purchase of the lumber and the beginning of the work upon it a valid acceptance? Would telling a third person that acceptance has been made have the effect of bringing about a contract?
- CHAPTER V.
64. When does a contract arise if the acceptance is made by mail?

- Why is it necessary to establish such a rule?
65. When is the letter of acceptance properly mailed? Upon what is this doctrine based?
66. How may this rule of the contract arising upon the mailing of the acceptance affect the rights of the parties to the contract?
67. What is the effect upon the contract if a loss of the letter of acceptance?
68. Does the offeror have a right to stipulate that the contract shall not arise upon the mailing of the acceptance?
69. What is the rule of acceptance by mail in Massachusetts? What does the case of McCulloch vs. The Eagle Ins. Co. decide? Brauer vs. Shaw?
70. Why does not the latter case overrule the former?
71. What is the rule as to acceptance by telegraph?
72. In what four ways may an offer not under seal be terminated?
73. What is revocation and in what four ways may it be manifested? If the offeror has promised to hold the offer open for a given time may he revoke it within the time set? When are offers irrevocable?
74. When does a revocation by mail become operative? What is the difference between the effect of mailing a letter of acceptance and one of revocation?
75. May an offer be accepted if the offeree knows that the offeror has disposed of the subject matter without first withdrawing his offer? What is the reason for the rule?
76. What is the rule as to termination of offer by lapse of time? Illustrate.
77. What is the rule if no time is stipulated during which the offer shall remain open? Give illustrations.
78. What is meant by termination of offer by counter offer? Illustrate. Would a slight variation from the terms of the offer have the effect to terminate the offer? Illustrate.
80. What is meant by termination by operation of law? Illustrate.
81. What is the rule as to definiteness of terms of the agreement?
82. When is language sufficiently definite?

CHAPTER VI.

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 furnished in reliance upon the promise? Illustrate.
85. From whom must consideration move?
86. Is it necessary that the consideration furnished be adequate? Illustrate.
87. A promises B \$1000 for an old painting that has been in B's garret for years. A surely believes the painting to be of great value. Later, however, after taking the picture 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?
88. Suppose in reliance upon a promise made to induce him to so act, the promisee does something that is beneficial to himself. Will this be deemed consideration for the promise?
89. What is the rule as to exchange of unequal sums of money?
91. May one promise be said to be consideration for another?
92. In cases of contracts to be performed in the future does the offer and acceptance without further consideration make the contract binding?
93. What is the rule as to an act as consideration?
94. If a person breaks an executory contract may the other party sue and recover the contract price?
95. When if ever may forbearance to act be consideration for a promise?
96. May moral obligation and legal obligation exist in the same contract?
97. What is its standing in law?
- CRIMINAL LAW—Professor Douglas.**
41. What does insanity include?
42. Is a person who is so insane that he is not capable of entertaining a criminal intent responsible for an act?
43. What is the test of insanity?
44. Will the form of insanity known as an irresistible impulse excuse a criminal act?
45. Will emotional insanity or temporary frenzy arising from excitement or anger excuse a criminal act?

46. Will voluntary drunkenness exempt a person from criminal liability?
47. In the case of a crime involving a specific intent could the drunkenness of the defendant render him incapable of intent?
48. Will delirium tremens exempt a person from criminal liability?
49. How is delirium tremens regarded in law?
50. If a defendant by the introduction of evidence raises a reasonable doubt in the minds of the jurors on the question of his sanity at the time of the act, what must the verdict be?
51. Classify crimes.
52. What is treason?
53. What is a felony?
54. What is a misdemeanor??
55. Give the article and section of the U. S. constitution defining treason.
56. Classify criminals guilty of a felony.
57. What is a principal in the first degree?
58. Give an example of a principal in the first degree who is the perpetrator of a crime but does not commit the crime with his own hands.
59. Where several persons participate in an act each doing his part, are they principals in the first degree??
60. What is a principal in the second degree?
61. Give an example.
62. Is he subject to the same punishment as a principal in the first degree?
63. Must he be actually present?
64. Is mere presence enough?
65. Must physical aid be given?
66. Could a person be guilty as a principal in the second degree to a crime which he would have been incapable of committing in person?
67. What is an accessory before the fact?
68. What punishment is he subject to?
69. Could a person be guilty as an accessory before the fact of a crime which he would be incapable of committing in person?
70. If he repents or withdraws from the common purpose before the act is committed is he guilty as an accessory before the fact?
71. Does this have to come to the knowledge of the other party to exempt him from criminal liability?
72. Could he withdraw from the common purpose after the act is committed and exempt himself from liability?
73. What is the rule of law regarding the criminal liability of an accessory before the fact in reference to other crimes committed by his associates?
74. What is an accessory after the fact?
75. Does rendering mere acts of charity make a person an accessory after the fact?
76. What was the common law rule as to an accessory being tried before his principal?
77. What is the common law as to a wife being an accessory to her husband?
78. Who is exempt as accessory after fact in Massachusetts?
79. Give the chapter and section of the Revised Laws concerning accessories after the fact.
80. What is the punishment of accessories after the fact?
81. If an act is committed which is justifiable is it a crime?
82. Give two examples.
83. Is defense of one's person a justification?
84. Is defense of one's dwelling house a justification?
85. To what extent may one defend his person or dwelling house?
86. Is killing allowable in defense of one's property?
87. Is compulsion or duress a defense?
88. Is your answer the above in the affirmative would you say that it is always a defense?
89. Is one responsible for an accident occurring during the commission of a lawful act which has been performed in a lawful manner?
90. If a person has already been tried and acquitted can he afterwards be put on trial for the same offense?
91. If not, why not?
92. Is consent between the parties to a crime a defense to a prosecution by the state?

Sophomore Class.

EQUITY—Professor Gibb.

39. Bankruptcy laws are built on what maxims?
40. How is the maxim "Equality is Equity" applied in cases between co-sureties?
41. Does equity favor joint tenancies?
42. What is the present statute provision where conveyances are made to two or more persons?
43. What restriction is placed on the maxim, "He who comes into Equity must come with Clean Hands"?
44. Does this maxim apply to misconduct in general?
45. Will equity grant relief in any instance where plaintiff has been guilty of an iniquity?
46. Where two partners are engaged in an illegal business will equity permit one of the partners to sue for an accounting against the other?
47. How is this maxim applied with regard to trade-marks?
48. How is the maxim "He who seeks equity must do Equity" applied?
49. Is it broadly interpreted?
50. Does it apply to conduct in general?
51. Where one has been in possession of property under a claim of right and improved the property, can the true owner maintain ejectment proceedings against him without first giving compensation?
52. May one who borrows money on usurious interest get relief in Equity?
53. What does Maxim No. 9 mean, "Equity regards and Treats that as done which in good Conscience ought to be done?"
54. Does equity ever consider land as personal property and personal property as land? If so give an example?
55. In a contract to sell land, what are the respective titles of the parties and what interest do they have?
56. What special doctrine is in force in Mass. Under this Maxim "Intention"?
57. Discuss the meaning of the maxim "Equity imputes an intention to fulfill an obligation."
58. Is the matter of "legal obligation" of importance in this maxim?
60. Can equity courts deal with the parties regardless of the location of the property in controversy?

51. Under what maxim?
62. Discuss the maxim "Equity acts specifically and not by way of compensation."

ACCIDENT.

63. Define "Accident".
64. Name three conditions that will relieve a person from performing his contractual obligations.
65. Will unforeseen difficulties or unforeseen accidents generally excuse a person from performing?
66. Will the fact that a party is himself guilty of gross negligence or misconduct make any difference?
67. Can a Court of Chancery make a new contract for the parties?
68. Does the loss of a writing destroy the cause of action?
69. In what way do the court of law and equity differ in the matter of lost instruments?
70. Is there any distinction made between lost deeds and lost negotiable instruments on suits thereon?
71. What is necessary in order to recover on a lost negotiable instrument?
72. What is an indemnity bond?
73. What distinction is made in Mass. as to suits against a maker of a negotiable note?
74. Is it necessary to allege that there is not a plain, adequate and complete remedy at law in suits on lost instruments?
75. Can there be a recovery for lost bank bills?
77. Why the distinction, if any?
78. What is necessary to recovery on destroyed bank bills?
79. What is a penalty?
80. Will equity enforce a penalty?

BILLS AND NOTES—Professor York.

38. Is a note negotiable if payable to the "administrators of X", where no administrators have been appointed?
39. Is a note negotiable which is payable in the alternative, i. e., "to A or B"?
40. What are the four general ways in which to write a negotiable instrument so as to make it payable to bearer?
41. Is a negotiable instrument valid if made payable to a fictitious payee whom the maker did not know to be fictitious?
42. Omit.
43. If made payable to a fictitious payee whom the maker does not

- know to be fictitious, to whom is it really payable?
44. If a non-negotiable note is indorsed in blank, does it become negotiable?
45. If the maker delivers a note undated to the payee, who fills in a date different from the date of delivery or the date agreed upon, can the payee hold liable the accommodation indorsers?
46. Is the following a negotiable instrument and why: "Pay to X or bearer \$100.00 for account of Y. Signed H."
47. Is the following a negotiable note and why:—"If payable 90 days after date" and containing the following clause, "I hereby authorize any attorney of record of any court to appear for me AT ANY TIME HERE-AFTER and confess a judgment without process in favor of the holder of this note for such amount as may appear to be unpaid thereon."
48. When is an instrument payable if made payable "at sight"?
49. What is the limit of time for presentation of a demand note?
50. Is a negotiable instrument negotiable after maturity?
51. What is the limit of time for presentment of a negotiable note in order to bind indorsers who have indorsed after maturity?
52. If a wife makes a note payable to the order of her husband who indorses it to a bona fide purchaser, what are such purchaser's rights against the husband and wife and why?
53. Is the fact that a note was made on Sunday, ground for a motion in arrest of judgment and why?
54. Is parol evidence admissible to show that an instrument dated Sunday was executed on a week day?
56. If a note payable one year after date was antedated one year by mistake, is oral evidence admissible as between the parties to correct this mistake?
57. If the above error was made fraudulently by the payee, could he introduce oral evidence as between the parties to correct it?
58. If the maker of a negotiable note which is payable "four months after date" delivers it to the payee undated and the payee inserts the wrong date and indorses to a bona fide purchaser would the latter be entitled to treat the date written as the true date for payment?
59. If a negotiable note is issued with the name of the payee left blank, does this authorize a holder in due course to insert any name he wishes?
60. A wife indorsed in blank a promissory note at her husband's request knowing it was to be filled in and used by him. He filled in a larger amount than she had authorized and discounted it before maturity to a holder in due course. Can the wife be held liable as indorser?
61. If a note which is completely executed except that the name of the payee is left blank, is stolen from the maker's safe by a thief who fills the blank with the name of a payee and negotiates it to a bona fide purchaser, is the maker liable on the note?
62. If the maker of a negotiable note deposits it before delivery, with a third party, to be delivered to payee only upon a contingency, and it is delivered without the happening of the contingency to the payee who indorses it for value before maturity to a bona fide purchaser, is the maker liable?
63. Can it be said that delivery is always necessary to the validity of a negotiable instrument even if in the hands of a bona fide purchaser?
64. If a negotiable note is made, delivered, and payable in Mass., between Mass. parties, but indorsed for accommodation in New York, by a New Yorker, is such accommodation indorser liable according to the laws of Mass. or of New York and why?
65. If a negotiable note is made and is payable in Mass. by a Mass. maker to a New York payee who indorses it to a New York holder in due course, is the maker liable to the holder under Mass. or New York law and why?
66. If a draft is negotiated BEFORE ACCEPTANCE to a bona fide purchaser, and the drawer subsequently by fraud induces the drawee to accept, is the drawee liable to such holder?

REAL PROPERTY—Professor MacLean.

50. A mortgaged his land to B and later annexed some machinery to the land so that it became a part of the realty. A then gave a chattel mortgage on the machines to the vendors of the machines to secure the unpaid

- purchase price. Who took title to the machines? Under Mass. law?
51. State of Mass. New York and General American rules as to when a chattel mortgagee and real property mortgagee will take title to real fixtures?
 52. How has the law of fixtures been modified as between landlord and tenant and states what fixtures 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 stairway at the close of his tenancy?
 54. What are domestic fixtures, so-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 the tenant be permitted to remove them?
 57. A leased his land to B, and B annexed some fixtures. B's lease expired, and two days later a new lease is executed to B, who had remained continuously in possession. No mention was made in the new lease as to the ownership of the fixtures. What is the general rule as to who would own the fixtures?
 58. A leased his land to B, and B annexed some fixtures. B sold these fixtures to C, who had secured a lease of the same land to take effect immediately upon the expiration of B's lease? After the expiration of the first lease, who has title to these fixtures. *Park v. Baker* 7 Allen 78.
 59. Are fixtures which have been placed on the land by a tenant for life removable by his personal representative as against the remainderman or reversioner?
 60. What evidence of the annexor's intention is important as between the heirs or devisees of the deceased and his personal representatives? What evidence as between grantor and grantee?
 61. What is a freehold?
 62. How only could an estate of freehold be created?
 63. What two kinds of livery of seisin are there?
 64. Explain livery in deed.
 65. Explain livery in law.
 66. What two kinds of seisin are there?
 67. When did a man have actual seisin?
 68. What is seisin?
 69. When the estate of a freeholder in possession proceeds that of a freeholder by way of reversion or remainder, which freeholder has the actual seisin?
 70. What is DISSEISIN?
 71. Does a disseisor get any seisin by his act?
 72. What two possible remedies has the rightful owner to recover seisin?
 73. What two kinds of freehold estates?
 74. What two kinds of estates of inheritance?
 75. What two classes of life estates are there as to the manner of their creation?
 76. What five kinds of legal life estates are there?
 77. What is a fee simple?
 78. What words are necessary at C. L. to create a fee simple by deed?
 79. When a fee is given at A and his heirs what interest do heirs get?
 80. What is the purpose of using the words "and his heirs" in a deed?
 81. Are there any exceptions in any states to this requirement of the word "heirs" in a deed?
 82. Suppose the deed does not contain the word "heirs" but refers to another deed which does not not contain the word, will a fee simple pass?
 83. Is the word "heirs" necessary in a deed to a corporation aggregate?
 84. Is the word "heirs" necessary in a will to convey a fee simple? Why or why not?
 85. Distinguish the C. L. from modern statute law in cases where the will does not state what interest the devisee is to take in the land devised.

Junior Class

BANKRUPTCY—Mr. Thompson.

8. As defined in the Act when is a person deemed insolvent?
9. If a person, while insolvent, makes a preferential transfer, but does so with an honest motive, will his motive be of assistance to him in a bankruptcy matter?
10. Which of the Acts of Bankruptcy is called the passive act and why?
11. Is an assignment for the benefit of creditors unlawful?
12. May a petition be filed successfully against a person who is insolvent and who has committed an act of bankruptcy more than four months after the commission of such act, and if so under what circumstances?
13. Under what circumstances is the question of insolvency immaterial when an involuntary petition correct in form has been filed against an insolvent person?
14. A debtor petitioned against must owe debts to what amount at least?
15. What four classes of corporations cannot be adjudged bankrupt?
16. In determining the question of insolvency in a partnership case, should the individual property of the partners be considered?
17. Can the estate of a deceased person be adjudged bankrupt?
18. Can a partnership be adjudged bankrupt, if one or more of the members of the firm is dead?
19. Suppose a surviving partner of a firm, one or more of whose members is dead, is adjudged bankrupt, is there any way by which the partnership estate under these circumstances may be settled in bankruptcy, and if so, state how.
20. May a member of a firm properly refuse to join in his firm's voluntary petition, and is he entitled to resist the petition?
21. What, if anything should the prayer of a partnership petition ask other than that the firm be adjudged bankrupt?
22. Generally speaking, what constitutes firm property?
23. Where property has been transferred by a firm to one of its partners, what is the test as to whether such property is rightfully the property of the partner?
24. What law controls in determining a bankrupt's exemptions?
25. If a bankrupt properly claims his exemptions and the trustee has set them off, is the title thereto in the bankrupt or in the trustee?
26. State the safest way for a bankrupt to assert his claim for exemptions.
27. How many sets of schedules must be filed?
28. Why is it necessary to use great care in preparing the schedules?
29. May the schedules under any circumstances, be amended, if so, state what circumstances.
30. How may a bankrupt be extradited?
31. Who is authorized by the Act to prosecute and defend suits by or against a bankrupt and are there any exceptions to this, and if so what are they?
32. What is a composition and under what circumstances may it be offered by a bankrupt?
33. How is a composition accepted by creditors, and who confirms it?
34. Under what circumstances may a composition be set aside after it has been accepted and confirmed?
35. When should an application for a discharge be filed, and with whom?
36. What is the effect of a discharge in bankruptcy?
37. What are the only grounds for objection to a discharge, and what must be done to bring them to the attention of the court?
38. Within what time after it is granted, and under what circumstances may a discharge be revoked?
39. State at least six different debts from which a discharge is not a release.
40. In what way may a bankrupt revive one or more of his debts that have been released by his discharge?
41. Is the endorsement of a note made by the bankrupt, released by the bankrupt's discharge, if the owner has taken no part in the bankruptcy proceedings?
42. Under what, if any, circumstances has a Referee jurisdiction to adjudicate a person bankrupt?
43. Has a Referee the power of commitment?

44. Under what circumstances has a Referee power to seize and hold property of a bankrupt?
 45. Over what two matters is a Referee denied jurisdiction?
 46. Sec. 39 of the Act is entitled, "Duties of Referees." Has a Referee any duties other than those mentioned in said section? If so, state some of them.
 47. If an involuntary bankrupt absconding before filing his schedules, what, if anything is done regarding the schedules?
 48. What three things specified in Sec. 39 of the Act, is a Referee prohibited from doing?
 49. If more than one trustee is elected in a certain bankruptcy case what number must it be?
 50. When and by whom are trustees elected?
 51. Specify at least six of a trustee's duties.
 52. What matters are usually attended to at the creditors' first meeting?
 53. How are creditors claims proved?
 54. Name the several classes of creditors entitled to
 55. How many days' notice are creditors of an examination of a bankrupt.
 56. What is the only way notices may be waived by creditors.
 57. How would you proceed to put a person into involuntary bankruptcy?
 58. What set of facts constitutes a person preferred creditor?
 59. Name at least three classes of debts that have priority.
- WILLS AND PROBATE—Professor MacLean.**
43. Who may testify as to their opinion of the sanity of a testator?
 44. Who may be beneficiaries under a will?
 45. What restrictions are imposed upon the right of private corporations to take property by will?
 46. Is a devise to the U. S. valid?
 47. Is a gift to a subscribing witness to a will valid, and why or why not?
 48. Does such a gift disqualify a witness?
 49. What may one dispose of by his last will and testament?
 50. What limitations on the right to dispose of property by will?
 51. When if ever may one convey by will an executory interest in real property?
 52. What two classes of mistakes may occur in a will?
 53. A lawyer drew up two wills, one for A and one for B. B executed the will prepared for A. Was this will entitled to probate, and why or why not?
 54. T, acting under a mistaken belief that his son, S, was dead, did not mention him in his will. Did this invalidate the will, and why or why not?
 55. What is meant by "internal mistakes"?
 56. Give an example of an internal mistake.
 57. T executed a will leaving all property to his wife, upon a blank upon which was printed a bequest to children, and this printed portion was not stricken out nor read to T, who supposed the instrument contained nothing except the bequest to his wife. Would the children take under this will?
 58. If a will has been read to a competent testator and he duly executes it, is this prima facie or conclusive evidence of the testator's knowledge and approval of its contents?
 59. Can a mistake or omission be corrected, at the time of probate, by showing what was the testator's real intention?
 60. What is the effect on the validity of a will when fraudulent representations are made to the testator as to its contents?
 61. Give an example of fraudulent representations which would invalidate a will.
 62. What is meant by undue influence?
 63. May a husband or wife lawfully persuade the other to make a favorable will?
 64. Is undue influence a question of law or fact?
 65. Is a will made on Sunday valid?
 66. Is a date necessary to the validity of a will?
 67. Is a mark—e. g., "X"—a sufficient signature?
 68. What is the rule as to what is a sufficient signature?
 69. Testator's full name was Patrick J. O'Neil. He began to sign his full name, wrote the syllable "Pat," and wrote no more because of physical weakness. Was this a sufficient signing?
 70. Is a signature made while testator's hand is steadied or guided sufficient?

73. If another person writes the testator's name on the will at the testator's request, is this a sufficient signing, and why or why not?
 74. If a will is "signed" in this manner, should reference to the circumstances be alluded to in the attestation clause?
 75. Can the person who wrote the testator's name for him be a competent witness to the will?
 76. Is it necessary that the signature to a will be at the end?
 77. Is it necessary to read the will to the testator?
 78. How many attesting witnesses are required in Mass.?
 79. Must they subscribe in the presence of the testator?
 80. Must they subscribe in the presence of each other?
 81. Must they see the testator sign?
 82. Witnesses signed in a room no part of which was visible to the testator. Was this will properly witnessed?
 83. If a witness signs his name before the testator, is this proper attestation?
 84. If a testator does not sign in the presence of witnesses, what should he do to make the will valid?
 85. Is it necessary that the testator make a formal statement that the instrument is his will?
 86. Must the witnesses know that the instrument is a will?
 87. Can a will be signed by an agent?
 88. If the testator's name was written at the end of a will, or if it was written anywhere in the will except at the end, what is the prima facie presumption in each case as to whether such writing was intended as a signature?
 89. Is an attestation clause necessary in a will?
 90. If the testator conceals his signature from a witness, has the will been legally attested?
- EVIDENCE—Professor Chandler.**
29. A witness states that she can give the substance of part of the testimony in question, but not the whole. Is this enough either at common law or under the statute?
 30. X is on trial for murder of Y. Y made certain statements concerning the manner of his death. At the time he spoke, Y thought he was about to die. In fact he lived for 10 days after. Were his statements admissible at common law or under the statute?
 31. Commonwealth vs. X for murder of Y. The government offers to prove the following statements by Y as she was dying, "X is a terrible man. He treated me dreadfully. He is to blame for my death." Comment on admissibility on any ground.
 32. A is on trial for murder of B. A offers to show that on the very day of his trial one X a rejected suitor of B committed suicide and as he was dying said, "I killed B. A had nothing to do with it?" Is this real hearsay? Is it admissible on any ground?
 33. A vs. Y. Co. for negligently causing the death of A's minor son. A offers to prove the oral statement of his son made as he was dying relating to the way he met his death. Admissible?
 34. The court instructed the jury that if they believed a dying declaration which had been admitted was made before declarant had abandoned hope they may disregard it. Is this right?
 35. The question relates to the legitimacy of X. Evidence is offered of statements of X's mother now deceased that X was not legitimate. Also of the common reputation in the village where X lived until he was 20 years old. Comment on admissibility on any grounds.
 36. Commonwealth vs. X for selling liquor to a minor. Defendant offered to prove by M, an aunt of the purchaser, that the latter was 22 years old. Admissible at common law or under the statute?
 37. The question was when did X die? The testimony of B the nurse who attended X in his last sickness is offered. Admissible?
 38. Commonwealth vs. X. Indictment for murder. X offers in evidence statements of one Y that he Y, committed the crime in question. Comment.
 39. Commonwealth vs. Y. Indictment for robbing A. The defendant offers in evidence statements by Y describing the person who robbed him in order to show that defendant is not the person described. Admissible?
 40. A vs. B. To recover certain property. B defends on the ground that he is the owner of the property in question, and

- as tending to show this he offers to show that the property is and has been assessed to him. Comment.
41. What is hearsay?
42. What is the rule against hearsay?
43. A vs. B for malicious prosecution in charging A with stealing. B offers to show that C told him that A stole the property in question. Comment.
44. 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 by C what was said. Admissible?
45. A, administrator vs. R. R. Co. Plaintiff offers in evidence under the statute a written statement by his intestate executed at about the time of the accident fully narrating the circumstances. Admissible?
46. A vs. R. R. Co. The action was appealed to the superior court.

- Before the case was heard on appeal, A died as a result of his injuries. His administrator offered under the Statute to prove A's testimony in the lower court. Comment.
47. A vs. City of X for injuries in the highway. To show that the defendant had notice of the defective condition of the highway, the plaintiff offers to prove the testimony of C given in an action of C against X concerning the same defect. C's testimony was unreported and he is now in parts unknown. Comment on admissibility of this testimony in common law and under the statute.
48. A sues B in assumpsit; the question is whether testimony given at a former trial of the case by a witness whose infirmity by reason of old age renders it difficult for him to be present is legally relevant?

Senior Class.

MASSACHUSETTS PRACTICE—Professor Chandler.

44. What is an "absent defendant"?
45. What is a judgment in personam?
46. Can a judgment in personam be obtained against a resident who is absent from the county at the time of the action?
47. Can a judgment in personam ever be obtained against a non-resident who is absent from the county at the time of the action?
48. What is required by the due process clause of the U. S. Court as respects service of writ?
49. A of Boston vs. B of Seattle. B absent at time of action. No property of B's attached on writ. Can A get a continuance of action for further service on defendant?
50. A of Boston vs. B of Cambridge and C of Portland, Maine, on a joint contract of B and C. C is out of the Commonwealth at time of action. What service is required on B?
52. In the above is there any time limit for service on B?
53. Quote officer's return in Elliot vs. McCormick. Criticise this.
54. Name ten statutory exemptions from attachment.
56. Can a debtor who lives alone in one room claim \$300 of furniture as exempt from attachment?
57. A debtor has two cows, one mortgaged. Which cow is exempt?
58. In general what class of persons can claim exemption of tools, implements, materials and stock?
59. Are the tools used in a meat market exempt in a machine shop? in a quarry? in a tailor shop? in a carpenter shop? in an ice house?
60. What wages of a debtor are exempt?
61. Are all the articles above referred to exempt from being taken on execution as well as on attachment?
62. What articles are exempt from being taken on attachment which are not exempt from execution?
63. What property is exempt from attachment at common law?
64. Can such property be taken on execution?
65. What reason is there for the distinction?

66. Is land of a defendant always subject to attachment on mesne process?
67. A has a life insurance policy with a cash surrender value of \$140. Can this be reached by attachment?
68. What is the rule as to a creditor's right in his debtor's life insurance policies?
69. What is a keeper?
70. Who is responsible for the misdeeds of a keeper, the plaintiff or the attaching officer?
71. A is sued, his piano attached and a keeper appointed over the piano. How can he get the keeper out of his house?
72. A sues B and attaches B's stock of groceries. Suppose A has a keeper and cannot stay with the goods himself. Can he take them away with him?
73. A sues X for \$100. A's officer attaches an auto worth \$700. The next day B sues X for \$400 and B's officer can find no property to attach except the auto. What are B's rights?
74. How can shares in a Mass. corporation be attached? a U. S. corporation? a New York corporation?
75. A sues B and attaches B's piano as bulky goods. Is this good?
62. For what are directors liable, and to whom?
63. What is "cumulative" voting?
64. To how many voters is a stockholder entitled?
65. Who are the owners of the property of a corporation?
66. When and how are the directors chosen?
67. When and how are other corporate officers chosen?
68. What is a stock dividend?
69. What is "watered" stock?
70. What is "bonus" stock?
71. In what ways may a corporation be dissolved?
72. After dissolution how are the affairs of a corporation wound up?
73. What is the effect of dissolution?
74. What are the rights and remedies of creditors of a corporation?
75. What is meant by "consolidation" of corporations?
76. What is meant by "reorganization" of corporations?
77. What were the facts and decision of the "Dartmouth College Case?"
78. How does the state retain control of corporations?
79. When may the state interfere with a corporation?
80. What are the duties of the state to the corporation?
81. What are the duties of the corporation to the state?
82. How are the corporations taxed in Massachusetts today?
83. Upon what property does the state tax corporations in Mass.?
84. Upon what property may a city or town tax a corporation?
85. What is the "tax return" of a corporation?
86. What is the "Certificate of Condition" of a corporation, and when must it be filed and where?
87. What is a "foreign corporation?"
88. Distinguish between "preferred" and "common" stock.
89. What are the rights of stockholders to inspect books and papers of a corporation?
90. What are the rights of stockholders against the corporation?
91. When and how may a stockholder seek the aid of a court to protect his interests?

CORPORATIONS—Professor York.

48. What are the dividends of a corporation?
49. How are dividends declared?
50. Out of what are dividends declared?
51. When are the stockholders entitled to a dividend?
52. When, if ever, can a dividend declared be revoked?
53. Have the stockholders a right to demand dividends?
54. What are the rights of stockholders in general?
55. What are the rights and powers of directors in general?
56. What are the rights of individual stockholders?
57. What are the rights of individual directors?
58. What is a quorum?
59. What is a proxy?
60. Can directors vote by proxy?
61. Is a proxy ever irrevocable, if so, when?

92. When and how is a stockholder liable to the corporation?
 93. When and how are the directors liable to the corporation?
 94. When and how are stockholders liable to employees of the corporation?
 95. When and how are stockholders liable to other creditors of the corporation?
 96. What are the "By Laws" of a corporation?
 97. What is a "call"?
 98. When and how may a corporation increase its capital?
 99. When and how may a corporation expel its members?
- CONFLICT OF LAWS—Prof. Downes.**
1. What do you understand to be the province of Conflict of Laws?
 2. To what extent is the law of one nation or state a law of another nation or State?
 3. Upon what fundamental principle does this branch of the law rest?
 4. Outline the method of bringing a foreign law before
 - (a) State Courts of the United States.
 - (b) Federal Courts.
 5. By what other title or name is subject of Conflict of Laws known?
 6. How does it differ from the public law of nations?
 7. Define the limitation upon jurisdiction of States and nations both as to
 - (a) territory.
 - (b) the sea.
 8. Define the jurisdiction of courts as to the application of law to ships at sea.
 9. What is a domicile?
 10. Define the number that a person can have at the one time.
 11. Trace the domicile of a child from minority through life.
 12. Define the domicile of
 - (a) minors
 - (b) married woman
 - (c) child by adoption
 - (d) fatherless child
 - (e) corporation.
 13. Give effect of domicile upon taxation.
 - (a) real property
 - (b) personal property in succession
 - (c) personal property in the life time.
 14. To what class or classes of taxation may
 - (a) foreign corporation be subjected
 - (b) domestic corporations?
 15. Apply the doctrine of comity to penal laws of another state.
 16. What do you understand by the doctrine
 - (a) in rem
 - (b) quasi in rem?
 17. On what ground under the Fourteenth Amendment to the Constitution may the judgment of other states be brought in question?
 18. Where should an action of divorce be brought?
 - (a) by the husband?
 - (b) by the wife?
 19. Where an action in nullity of marriage by husband or wife?
 20. Wherein do divorce and nullification differ as to rights of the parties to bring action?
- CONFLICT OF THE LAWS. Problems.**
6. One McCarty residing in Maine mortgaged there his automobile and duly recorded the mortgage. Later he removed and engaged in business here but did not record the mortgage under Massachusetts law. His creditors attach the car and the mortgagee, without having taken possession sets up his rights under the Maine mortgage. Can the creditors hold as against the mortgagee, Massachusetts law making invalid as against creditors all personal property mortgages not recorded in fifteen days?
 7. Testator domiciled in South Carolina made a will valid according to its laws attested by two witnesses. He changed his domicile to Massachusetts and died here without further change of residence. The laws of Massachusetts require three witnesses to the will. The will is offered for probate in Massachusetts. What decision?
 8. A assaulted B in England. Both were British subjects. A left England and took up his residence here. Later B came here on a visit and A caused B, during his visit, to be personally served with a writ in an action for damages for the assault committed in England. B defaulted and A now seeks to satisfy his judgment by attachment and suit on the judgment in England. B pleads in avoidance on the merits of the original case. Is the plea good and why? Quote the court in a like case.
 9. Action in contract was brought in the United States District Court of

Alabama. Beside other pleas defendant pleaded that the right accrued in Mississippi and that the statute of limitations of Mississippi barred recovery. Plaintiff demurred to the plea on the ground that the suit was not barred in Alabama. The court sustained the demurrer. Should the Court have so ruled? Discuss the decision.

10. Turner, a New York man, and wife, an English woman, were married in England and went to the United States to live permanently. They lived in the United States and a decree of dissolution of marriage was rendered in the United States seven years after marriage, upon the petition of the wife. Later the wife returned to England and instituted proceedings to have the marriage declared null and void, the decree of dissolution of marriage being the American equivalent of an English decree that the marriage be declared null and void and a mere difference in form. What judgment should be rendered?

Was the decree in the U. S. to be given full faith and credit in England or should the libellant have proceeded as she did in the English courts?

How, if at all, would it have affected the decree of the English court if the wife had retained her English residence while the husband resided in pursuance of his profession in the United States?

11. The wife of Thomas secured a divorce in Massachusetts and under the statute the libelee was not permitted to remarry within two years after the decree nisi became absolute. The decree nisi was rendered December 1, 1910. The divorce became absolute in June, 1911. In March 1912 the libelee, still domiciled in Massachusetts, was married to a Massachusetts woman, who had no knowledge of the previous marriage in Rhode Island. A petition for nullification brought in Massachusetts was dismissed.

Discuss the decision in view of the cases cited.

How would your opinion differ if the remarriage had taken place in March 1911?

12. Action of contract in Massachusetts for breach of covenant contained in a deed signed, sealed and delivered in Illinois and duly recorded there and conveying land. The seal consists of a scroll printed upon the blank form, the usual form and is a valid seal in Illinois. The action is brought here eight years after the alleged breach occurred. The statutes of limitations in Illinois and Massachusetts are twenty years upon instruments under seal, while in each state the statutes bar action upon simple contracts after six years. Defendant pleads a general denial and the statute of limitations. Is the plea of the statute good?

