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Suffolk University Law School

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# **SUFFOLK LAW SCHOOL REGISTER**

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**Vol. 4**

**BOSTON, MASS., 1921**

**No. 3**

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## **Eight Legal Be-Attitudes**

**By C. J. LAMB, Special**

## **Possibilities of Spare Moments**

**By NELSON D. SIMONS, '24**

### **POEM**

## **Oh, For Success**

**By RICHARD S. KAPLAN**

## **Remarkable Document**

## **Mid-Year Examinations**

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### **DEDICATION NUMBER**



WE PLEDGE OUR  
LOYALTY AND  
HEARTIEST CO-OPERATION  
TO

Gleason L. Archer, Dean

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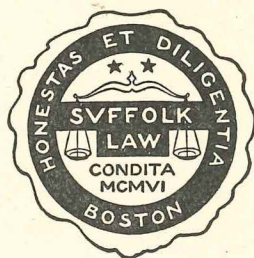
CLASS '21

CLASS '22

CLASS '23

CLASS '24

# SUFFOLK LAW SCHOOL REGISTER



Published by the  
STUDENTS OF THE SUFFOLK LAW SCHOOL  
Dearne Street, Boston, Mass.

Thirty Cents a Copy



# Eight Legal Be-Attitudes

By C. J. LAMB

*Special*

1. BE HAPPY.

Encourage in yourself the attitude of pleasant expectancy towards your studies. Law is not foreboding in aspect. It is as an oasis in the desert of injustice. Precipitate yourself into this oasis, for it is no mirage.

2. BE CAPABLE.

Develop an attitude of studiousness. Law is an exacting mistress for the attorney must know many things and know them well. Four years of instruction do not create attorneys. You must use good English and sound logic in speech and in brief. Life is your field and the sciences of economics, of government, and of society must be understood to be effectively employed in your legal practice.

3. BE EAGER.

The attitude of eagerness is necessary. Accustom yourself to looking forward to the acquisition of knowledge of every phase of Jurisprudence. Be ever ready to push forward and upward.

4. BE HELPFUL.

Practise the attitude of usefulness. Your powers, your abilities, your possibilities are legion.

Do you not owe your fellow students and future professional associates co-operation in the classroom? Then refrain from harsh and unwarranted criticism of your classroom neighbor. Perchance he has had less opportunity than you to secure a good education. Bear with his faults, for they are minor ones, and encourage his earnest efforts to succeed.

Destructive criticism, that dashes one's hopes and aspirations on the rocks of despair, is uncharitable.

By constructive criticism you can assist your friend, support the school, and promote class loyalty.

5. BE INDUSTRIOUS.

The attitude of industry is satisfying to man's mind.

Does not the efficient ant accomplish more than the crustaceous snail?

The ant is industrious, busy, effective.

Your hours in the classroom are few. Make them the events of your life,— each hour filled with sixty minutes of complete measure.

Enjoy what fun there may be in the busy minutes, but do not lose sight of the goal for which you are here training. Make fun secondary to your main purpose.

Do not permit or encourage the interment of one minute in the ancient dust of oblivion.

6. BE CONSISTENT.

The attitude of professionalism should pervade your every effort.

In the near future you are to advise clients with all the sound

judgment, complete knowledge of the law, and high purpose of justice, that you can attain. Important decisions will await the imprint of your power and ability.

Prepare now for the future that you may be worthy to plead your cause before the bar of Justice.

7. BE HONEST.

Cultivate the attitude of honesty towards your chosen profession, your school, your fellow students and yourself.

No one of us can afford so to impose himself upon his instructor or fellow students that he is detracting from the time and instruction toward which every one is aiming.

You are here to learn the law. "Cramming" is not only useless, it is detrimental to a high degree, for it will result in a lack of attaining a command of any subject. "Cribbing" in problems, in quizzes, and in examinations will preclude a satisfying attainment of the knowledge which you must have to practise your profession. Make each answer of yours stand forth as exact information that you have mastered. Otherwise you will have failed in the purposes for which you are here.

8. BE THOROUGH.

The attitude of thoroughness is apparent in those who have made a success of their profession. By their fruits, you shall know them.

Success rests not upon the receiving of high marks in any test, but rather upon the successful application of the principles which one has mastered. Know your rules and their exceptions. Master the subject of Law while bettering your general education. Your chosen work must necessarily cross the paths of many divergent facts in life. Realize now that success depends upon the sound correlation of many subjects as viewed from the standpoint of Law. Apply the microscope of your legal mind, separating the real from the unreal; the important from the unimportant; the relevant from the irrelevant. To do this you must ever exercise clear vision and sound judgment. Be interested in all that concerns human nature; and apply the test of value to all that you do and see and hear.

## POSSIBILITIES OF SPARE MOMENTS

*By* NELSON D. SIMONS, '24

**Chief of the Pequot Tribe**

It is said that one hour a day, profitably used, will enable one to master a complete science or acquire a paying profession. Is there any one of us who does not throw away such an hour every day of his life? Our daily routine should not and does not occupy all our time.

Every one should have a hobby, a side line, so to speak, with which to amuse himself in his spare moments. Such a hobby invariably keeps one out of mischief and teaches him much. If wisely chosen it may lead to desirable things. There is no man who cannot set aside one hour a day for self improvement and most men have many hours which they are anxious to get rid of and which they spend in ways of no great value.

Our spare moments may be compared with the grains of gold dust scattered over the floor in the coining room of the Philadelphia Mint.



If they are neglected and wasted, much is lost; if they are collected and saved, these odd moments dropped out of a busy day will be found, in later years, to be of inestimable value.

Everybody should work during working hours but the man who leads other men is the one who makes good use of his time when he is not working.

Life is a mint in which each one of us is a machine turning out every day the golden hours and minutes of study and service.

Days are like friends who come to you each morning bringing the precious gift of twenty-four new and unspoiled hours. Not one should be used aimlessly in loafing or in pursuits which use up the vitality and strength for no good purpose. We may lose wealth, but it can be recovered; lost knowledge may be acquired by hard study, lost health by proper treatment; but lost time can never be regained.

The waste of time in Youth is very great and is usually the cause for the necessity for overwork which so often comes to one when he or she is in middle age. History has, in many cases, given us examples of poor boys and girls, with apparently no chance to better their lives, who, because they grasped opportunity by the forelock, who, because they made use of the precious bits of time, which we usually throw away, not only bettered themselves, but left means for future generations to speak in tones of reverence.

The old adage, "Nothing ventured, nothing gained," applies to all of us. A single broken thread in the woven cloth ruins the whole web, and the weaver who has been careless must pay the penalty, in deducted wages, in loss of time and in the knowledge that he is condemned by his fellow workers as a careless worker.

So it is in life. He who makes a blunder in his daily use of time mars the web of his life, makes weak places in his equipment, and must pay the penalty by forever being handicapped in the great struggle for existence which we must all experience as we travel through life. He who hoards and turns to account all his spare moments is the one to whom most of life's secrets are revealed and to whom all of life's rewards will be given.

On a sun dial at Oxford are these words, "*The hours perish and are laid to our charge, the worst of these lost hours is not so much in the wasted time as in the wasted power.*" Idleness rusts the nerves and weakens the muscles. Systematized work will accomplish almost everything and anything, but laziness will destroy all a man's prospects in life. It will even destroy the man himself, body and soul.

Time is money; we should not be stingy with it, but we should not throw away an hour any more than we would throw away a dollar bill. Waste of time means waste of money, waste of vitality, waste of character and waste of a whole life. One should be careful how he kills time for it is the duty of each one of us to cultivate every talent we possess by watching with a keen eye for every chance for improvement, by redeeming the time which has been loaned to us, by defying temptation and by promoting some useful pleasures. In this kind of effort one can make himself useful, honored and happy.

"BY ATTENTION IDEAS ARE REGISTERED IN THE MEMORY."



## SCHOOL NOTES

The 1920 class of Portia Law School conducted an informal tea a few weeks ago, at which twenty girls were present. Margaret Ingram and Margaret Dondero were the patronesses. ('Stoo bad we could not be there.)

Judging by the enthusiasm with which the students of the various classes greeted opening night in the new building, the change from the cramped quarters on Mt. Vernon Street was much appreciated. But even the large Freshman hall in the new building is apparently none too large for the first-year class. The new building affords a splendid opportunity for students to appreciate the great army that marches in and out of our classes every school evening.

'Twould be a good thing for the Seniors of Suffolk to follow the advice of the fair damsels of Portia, to wit,—“Study now. Pass the bar exams later.” Every Senior at Portia is plugging hard. And take the word of one who knows, **they will all pass.**

Dean MacLean is to be complimented on his choice of a secretary. Adeline Trachtenberg is indeed a loyal adherent of Portia. Here's success to you, Adeline.

The new chairs with their tablet-arm arrangement seem to have confused some of the students. One prominent doctor in one of the upper classes imprisoned himself the first evening he used a chair. The sliding device with which the tablet arm operated was somewhat

hard to operate because of paint. The doctor escaped without much injury after a hard struggle.

Have you noticed how busy Mr. Kaplan has been during the last few weeks? When he is not editing the school magazine or sponsoring some good cause he can usually be found in the near vicinity of some fair damsel. He is so proficient in this respect that he is always appointed guide to any ladies who chance to come to the new building, whether they are newspaper reporters or sightseers. Mr. Kaplan is a very useful man.

Speaking of chairs and of students, there is a student in one of the lower classes who while in the old building customarily occupied two chairs, but after viewing our opera chairs he is said to have leaned up against the wall the first night. We do not relate this as truth, but it came from reliable sources.

In view of the fact that our first weeks in the new building found workmen still about industriously stirring up dust in the basement through the sifting of lime and other ingredients for plastering and cement work, we have had an abundance of dust everywhere. Some of the students have decorated themselves quite liberally. They have also taken away samples of paint from various parts of the building. Some have also had their clothes torn on nails while trying to get an advance view of the new theatre. But throughout the boys have been very good-natured and tolerant of conditions.

# Remarkable Document

## THE BEAUTIFUL WILL LEFT BY CHARLES LOUNSBURY.

*(An inmate of Cook County Asylum at Dunning, Ill.)*

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"I, Charles Lounsbury, being of sound mind and disposing memory, do hereby make and publish this, my last will and testament, in order as justly as may be to distribute my interest in the world among succeeding men.

"That part of my interest which is known in law and recognized in the sheep-bound volumes as my property, being inconsiderable and of no account, I make no disposal of it in this my will.

"My right to live being but a life estate, is not at my disposal, but, these things excepted, all else in the world I now proceed to devise and bequeath:

"Item: I give to good fathers and mothers, in trust for their children, all good little words of praise and encouragement, and all quaint pet names and endearments, and I charge said parents to use them justly and generously, as the needs of their children may require.

"Item: I leave to children inclusively, but only for the term of their childhood, all and every, the flowers of the fields and the blossoms of the woods, with the right to play among them freely according to the customs of children, warning them at the same time against thistles and thorns. And I devise to children the banks of the brooks and the golden sands beneath the waters thereof, and the odors of the willows that dip therein, and the white clouds that float high over the giant trees. And I leave the children the long, long days to be merry in, in a thousand ways, and the night and the moon and the train of the Milky Way to wonder at, but subject, nevertheless, to the rights hereinafter given to lovers.

"Item: I devise to boys jointly all the useful idle fields and commons where ball may be played; all pleasant waters where one may swim; all snowclad hills where one may coast, and all the streams and ponds where one may fish, or where, when grim winter comes, one may skate; to have and to hold the same for the period of their boyhood. And all the meadows with the clover blossoms and butterflies thereof, the woods and their appurtenances, the squirrels and the birds, and echoes of the strange noises, and all distant places which may be visited, together with the adventures there found. And I give to said boys his own place at the fireside at night, with all pictures that may be seen in the burning wood, to enjoy without let or hindrance and without any incumbrance or care.

"Item: To lovers I devise their imaginary world, with whatever they may need, as the stars of the sky, the red roses by the wall, the bloom of the hawthorn, the sweet strains of music, and aught else by which they may desire to figure to each other the lastingness and beauty of their love.

(Continued on Page 16)



## Oh, For Success

By RICHARD S. KAPLAN

Oh, for success, is my constant prayer,  
Give me success, that present so rare,  
Given to those who always work,  
Who strive, who labor, who never shirk  
The duties of life's grim battles.

Mother of Fortune, bring me the gift  
Of that thing called success, so that it may lift  
Me out of obscurity and into fame,  
Give me the right to bear the great name  
Of one who has won life's grim battles.

How shall I find the success that I seek,  
Held by the strong and sought by the weak?  
How must I act and, pray, what must I do  
To obtain that greatest of gifts from you —  
The reward to be earned in life's battles?

Success? Success? Go seek and ye find,  
Stand out in the fore, crawl out from behind,  
Fight hard to keep from being o'erpowered,  
Be brave; you'll win if you're not a coward  
In the struggle of life's grim battles.

## A LITTLE MORE AND A LITTLE LESS

A little more deed and a little less creed,  
A little more giving and a little less greed;  
A little more bearing other people's load,  
A little more Godspeeds on the dusty road;  
A little more rose and a little less thorn  
To sweeten the air for the sick and forlorn;  
A little less kicking the man that is down,  
A little more smile and a little less frown;  
A little more respect for fathers and mothers,  
A little less stepping on the toes of others;  
A little less knocking and a little more cheer  
For the struggling hero that's left in the rear;  
A little more love and a little less hate,  
A little more neighborly chat at the gate;  
A little more of flowers in the pathway of life,  
A little less on coffins at the end of strife.

—*Pilgrim Chimes.*



# Dean Archer's Page

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## THE DISHONEST STUDENT

Is there anything more saddening to a teacher or school official—especially a law school official—than to have reason to suspect a student or group of students of cheating in their written work?

To convict a student and expel him for the offence is sad enough, but to be unable to convict a suspected party and be obliged to allow him to continue in the school is a more distressing situation. To expel him is to be sure that there will be one less dishonest lawyer. But expulsion can follow only the clearest evidence of guilt. The sly individual, and all dishonest men are more or less sly, will take a chance of being caught. If he escapes conviction his classmates, who are always aware of his guilt, will note alike his dishonesty and his immunity from punishment. Some few are tempted to secure good marks in the same way.

Thus, one man's evil example may turn other men into the path that leads to dishonor. **For cheating in small things betokens the ignoble character that will assuredly break down in the face of the great temptation.**

The sad part of it is that the man himself is unaware of his danger. It seems to him a trifling thing—and that is precisely why he is in danger, for dishonesty even in its mildest form is a thing of abhorrence to the genuinely honest individual.

In my law school days there was scarcely an examination in which I was not made aware of the near presence of the cheat. Many the time the covert whisper for in-

formation, a genuine call of distress, found me deaf and dumb—and thoroughly angry.

It is no small matter to have one's reputation for honesty imperiled by the whispered question of a dishonest neighbor. Even in the bar examination I had this same experience. Times change, but human nature remains much the same.

Therefore I offer this counsel to the students of Suffolk Law School. If there is a dishonest man in your class to your knowledge securing unfair advantage by stealth and cunning, do not be tempted by any thought of defence of your own class standing to stoop to his level.

The highest honors or greatest prize that a law student ever won cannot for an instant compensate for a blunted conscience and a tarnished character. The great prizes of life lie beyond law school days and no man dishonest even in little things may lay hand upon them. Pity such a man or despise him as you will, but pay no heed to his example.

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## THE TALLY

It isn't the job we intend to do  
Or the labor we've just begun  
That puts us right on the ledger sheet;  
It's the work we have really done.

Our credit is built upon things we do,  
Our debit on things we shirk;  
The man who totals the biggest plus  
Is the man who completes his work.

Good intentions do not pay bills;  
It's easy enough to plan.  
To wish is the play of an office boy;  
To do is the job of man.

—Curtis Flyleaf.

## SENIOR NOTES

Congratulations to the three members of our class: Thomas Brown, Andrew Gorey and Frank Murphy, who successfully passed the recent Bar Examination.

A word to the class at this time relative to loose thinking and free talking would not be amiss. Free speech is on the whole a blessing, but it involves dangers to society unless the people have common sense, judgment and can detect false reasoning. Where you have a combination of foolish talk, and foolish listeners, you get mob action, and destruction of organized society. Many foolish ideas, contrary to facts and real life, are constantly proclaimed by newspapers, orators and instigators of unrest.

Fortunately the American people are fairly bright, and do not believe more than half that they hear.

One of the most important functions of a law school is to train the students to think and see straight. Students should be corrected whenever they make statements that do not correspond with facts. The people also perform a public service whenever they call down those who make wild and false statements in public.

The student should also remember that whether you are discussing a difficult problem in law or any public question, it is equally desirable to know what you are talking about. Then go ahead and talk. Talking without thinking is like trying to across the Atlantic in a

row boat and likely to be quite as disastrous. First do your thinking and then do your share of the talking. The glittering words of some orators often remind us that a small piece of soap can make many bubbles.

Morris Becker was extolling the good qualities of his cigars to a group of students recently and taking up a box of the cigars, he said: "You can't get better, gentlemen. I don't care where you go, you can't get better." "No," cynically replied Senator Brennan, "you can't; I smoked one last week, and I'm not better yet."

And again we repeat, don't forget that we have our own Doctor with us. Now we can take a chance on beating up the other fellow. Should we be unsuccessful in our attempts we have a nifty surgeon to put our broken bones together. What's your fee, Doc?

Bob Grandfield was talking with one of the judges of our Superior Courts in the Court House recently and while they were walking down the stairs the judge stumbled and fell down the entire flight of stairs, recording his passage by a bump on every step until he reached the bottom. Bob rushed to his assistance and assisting him to his feet said, "I hope your Honor is not hurt." The judge gave Bob a wrathful glare and said: "No, my honor is not hurt but my head is."

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## JUNIOR NOTES

Again the Junior Class finds it necessary to bid farewell to one of its instructors. Mr. McLean, whose course in Wills we have recently completed, was a real instructor in every sense of the word. He was a friend and pal of every member of this class. To Mr. McLean we say again, Farewell. He leaves behind him pleasant memories that shall forever be emblazoned in the minds of the members of the Junior Class.

Juniors! A call has come from Portia. Will you heed it? The Editor, during a recent visit to that school, overheard a number of the fair ones discussing this class. They believe it would be "simply wonderful" to have the Juniors of Suffolk run a little "time" and then invite the girls to attend. Think it over, boys. Time is short. (Editor's note: they're splendid.)

Wonder what that picture of the Brewery on the blackboard meant. And we also wonder if a certain gentleman whose name was thereon has any influence towards establishing such a noble institution. Let's hope and pray.

Has every member of this class come across with his dollar for class dues? If not do so at once. The old dollar is badly needed by the Treasury which at present is afflicted with acute indigestion and every other well-known malady and complaint known to financial science.

Wouldn't it be a good idea, gentlemen, for this class to have its picture taken?

The class will be sorry to miss the presence of Matthew N. Adler, who has gone to California to raise oranges.

Frederick A. Bartlett is one of the busiest members of his class. He is prominent in alumni activities, even though not yet an alumnus. He is also attendance clerk of his class and business manager of the Register.

Chas. J. Buckle, who was a member of the class last year, expects to return to Suffolk next fall. Business duties have kept him away this year.

Arthur I. Burgess is probably the happiest member of the Junior Class, and for a very good reason. He took the recent bar examinations and passed.

Andrew J. Casey, who was Acting Collector of Internal Revenue last year, has been for some months president of the Old South Trust Co.

William D. Collins is said to be slated for a high diplomatic post the next time we have a Democratic President. Bill is certainly some diplomat, and is called upon frequently to settle differences between members of his class.

Leo A. Spillane, secretary of the American Legion, has been much in the limelight during the past few months. The Legion is a very live organization. It could not help being with Leo at the head of affairs.

(Continued on Page 17)



## SOPHOMORE NOTES

Congratulations of the class to our classmate, Walter Costello, of the second division, and a member of the American Legion basket-ball team, on the arrival at his home of a bouncing baby girl.

There appears to be more than passing interest and curiosity in the second division as to just when Joe Clancy is really going to be married. What about it, Joe?

We expect from Grant, poet laureate of the class, an ode for the dedication exercises, of the kind that brought him consideration when the Nobel prizes were being passed out—unlike the stuff that Kipling wrote for the coronation of the Queen's husband.

Heard in the first session: "The oral agreement should be in writing."

When Dean Archer drew attention to the two-question rule, the other night, one of the boys wanted to know whether that went for the instructors as well. How many guesses are needed for the one he had in mind?

For an expressive exposition of ingratitude of republics, refer to Joe Morrissey. It's tough, at that, Joe—but here's hoping that it will be only a dim recollection when you hang out the shingle.

A crying need in the Sophomore Class—dimmers for the lights—and

especially for the one over the instructor's desk. But since the above was written we have soft shades—a big improvement.

Here's a question submitted by two of the older, substantial members on the left. It was raised Tuesday evening, March 8, when the only thing that some of the class seemed to have under control was their conscience. "If estoppel, of which we've heard so much tonight, is automatic, why shouldn't it apply under the two-question rule to some of the men who take up so much of our time in putting questions that on the face of them have not been prepared or given any serious thought?" Judging from the attitude of the class toward various of the questioners, this question voices the opinion of the class.

## SENIOR NOTES

Doc Pearlmutter must be some speedster, if we can rely upon the story that Dave Lasker tells. According to Dave, a woman called the Doctor on the phone the other day and asked him if he was going to be in his office for a short time and when the Doctor assured her that he did not intend to leave the office for a least half an hour, the lady was plainly relieved. She thanked the Doc and stated that she wanted to send her little girl to the store for some thread but wanted to be sure that the Doctor wouldn't be driving down the street in his machine.

## FRESHMAN NOTES

The tall, thin and handsome young man who takes our attendance is our good friend, Mr. Armstrong. He looks like a lawyer, n'est ce pas?

Several Freshmen were arguing a case a few days ago and "Justice" Jameson consoled the injured feelings of a "freshie" who differed with the opinion of the majority by saying, "Never mind, even the Supreme Court disagrees."

"Yes," answered the grieved one, "but they get \$10,000 for disagreeing."

"While we'll get a P if we disagree," thoughtfully piped up Horovitz.

How about a class organization, boys?

"I saw a horse with a wooden leg," remarked Johnnie O'Niel to his friend.

"Where?" asked his friend Reardon, with a look of undisguised astonishment on his face.

"At the Merry-Go-Rounds at Revere," replied Johnnie.

The Freshman Class extends its sincerest thanks to the Dean, the Faculty and Board of Trustees for the honor it has received in being the first Freshman Class to occupy the New Building. This class can assure the Dean and others that in every way possible will we make the name of SUFFOLK and the CLASS of 1924 a name always remembered as the greatest class in the history of this school.

We would like to hear from the Freshmen (or is it Freshwomen) of Portia. We're bashful. Of course we are speaking with reference to manuscripts.

A noisy fellow in the Senate, a quiet fellow here, is our fellow classmate Senator John J. Carey. And, by the way, do you know he was one of the favored few to attend the inauguration exercises? Oh yes, he was right there.

"To err is human, to forgive divine." Louis Barrasso, we admire your forgiving qualities. Your readiness to forgive the oppressors of labor deserves the praise of all.

Mr. Peters is a member of our class. No, not the Mayor, but a future one.

Having changed quarters, wouldn't it be a good idea to change our tactics? Mr. Editor, this class appreciates what you have done.

What do you think of our school, nay, your school, Prof. Foley?

What's that, you haven't heard about Louis Aronson? Certainly it's true. He's going to join the ranks of the "I-Once-Was-Free-s." Who is she, Louie? Our editor refuses to divulge the secret tho' he does admit he knows the fortunate girl. Are we invited?

Mac is certainly developing into a writer of no mean ability.

*Editor.*



## ALUMNI NOTES

John L. Hurley of the class of '18, who was a teacher in Winthrop High School during his law school course, has now blossomed out as a law school professor. He teaches Contracts in "Suffolk." John is in great demand when spellbinders are needed in political campaigns. It is also said that his speaking program for women's clubs is dated up for weeks in advance. He specializes on United States Constitution and other things.

Harry Blazo of the class of 1918 has for some time been a bail commissioner. He is said to have become very proficient at the art.

Harry Fairfield '18, who served as assistant secretary for Governor Coolidge during the period of his governorship, has accepted a position on one of the state commissions.

Fred Gillespie '18 is so busy with his position as president of the Fred Gillespie Lumber Company that he has not had much time for law practice as yet. Judging from the high prices of lumber for the last year or two, Fred has doubtless had consolations that have made up to him for his absence from the courtroom.

John F. Hardy '18 has been a very busy man for some months explaining to his acquaintances why Boston hasn't a larger population. You see, John was Superintendent of the Boston Census, and was so truthful about her population that many people objected to his report.

John N. O'Donohue '18 has returned to his Alma Mater as lec-

turer on the Federal Income Tax laws. John certainly understands income taxes. It would have made most of his unmarried classmates jealous if they could have seen the throngs of ladies around his desk after lectures. While he has not been questioned on the subject, he is doubtless glad that the school has waived its rule against co-education to the extent of the post-graduate courses.

Leo Wyman '18 is now teaching Massachusetts Practice in Suffolk and has made a very favorable record with his students.

Joseph H. Amsbury '19 is connected with the review department of the school and will probably do some work as an instructor next year.

Lieut. Peter C. Borre '19 was one of the counsel in the recent Foreign Securities case.

Kenneth C. Dunlop '19 is making so much money as an insurance expert that he has neglected his law practice considerably.

Leo Halloran '20 has been appointed Acting Recorder during the illness of William G. Dolan. Mr. Dolan, by the way, is getting along nicely, but has had a severe attack of pneumonia, the doctor not allowing him to return to his duties this year.

Karl G. Baker '16 is teaching Sales at Suffolk.

Thomas F. Duffy '16 is teaching Partnership.

(Continued on Page 18)



# Editorial Page

**RICHARD S. KAPLAN, Editor-in-Chief**

**JAMES H. DIGNAN, '22, Assistant Editor-in-Chief**

**FREDERICK A. BARTLETT, '22, Business Manager**

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## TO OUR DEAN

Many years ago there came a dream to a man who started a little law school in a modest little home on Alpine Street, Roxbury. In this dream he saw his school fulfilling a great mission in uplifting young men. He saw it become the greatest evening law school in the world, and he determined that this dream should some day come true.

Through the following years this modest young man worked by day and by night, struggling against many opposing forces, but always keeping in sight the goal he had set for himself. And then came success of many kinds. The school was granted the right to grant degrees. The graduates were successful in the Bar Examinations and the school thrived. But the Dean was not satisfied. He must yet make his dream an actuality.

Last month the largest law school building in America was opened to the students of Suffolk. The dream was no longer a dream. It had become a reality. And Dean Archer had come into his own.

Dean Archer, you have set an example to every man in this school. Your ability, your steadfastness of purpose, your undaunted go-ahead-iveness, your courage shall remain emblazoned in the heart and mind of every Suffolk man. May you continue to achieve your heart's desire, may the name of Dean Gleason L. Archer go down in the archives of Boston history as the name of a man who knew not the meaning of discouragement or defeat, who, when faced by unfriendly forces, fought just a little bit harder and conquered. Dean Archer, the school wishes you all the good fortune life can bring to a man.

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The school has become the largest and finest of its kind. It is now up to every member of Suffolk to put his shoulder to the wheel and help make another part of Suffolk the greatest of its kind, namely, the REGISTER. Are YOU going to help? Are YOU going to take an active part in making the REGISTER what we want to see it? Or are you going to hang back, letting the other fellow do all the work?

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What does the Suffolk man get for his 30c?

1. Questions, answers and citations which are of immeasurable value to *every* man in the school.

2. Articles, well written and covering subjects of importance and value to *every* man in this school.
3. A common sense article written by our Dean in *every* issue.
4. Intimate sketches of various members of the different classes well-written and humorously interesting.
5. And last but not least, editorials, calculated to help every man who purchases a copy of the REGISTER.

CAN YOU AFFORD TO MISS BUYING EVERY ISSUE?

THINK IT OVER

We hope it will not be necessary for us to call this matter of slackness to the attention of the students. We are striving to make this a better and greater magazine with each succeeding issue. But — *we must have the help of everyone.*

Let us make this and the next, and last, issue a banner one. *Altogether boys.* Working hand in hand, we cannot fail.

### JUST A REMINDER

There are several very expensive books missing from the school library. As we are all aware the school ruling is: "No books shall be taken from this library either for home use or otherwise. This library is for the exclusive use of Suffolk students who desire to study at the school." It is not with any intention of reprimand that we call this matter to the attention of the student body but merely as a reminder. For, fellow student, do you realize that when you, absentmindedly, we do not believe intentionally, walk off with one of these volumes you are actually stealing from your classmates. They as well as you are paying for the privilege of using the contents of the library.

Therefore, students, if you have taken books from the library, see to it that they are returned to the school immediately, so that our librarian may make an accounting of the same. In so doing you will be serving Suffolk as a loyal student should.

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"Item: To young men jointly I devise and bequeath all boisterous, inspiring sports of rivalry, and give to them the disdain of weakness and undaunted confidence in their own strength, though they are rude; I give them the power to make lasting friendships, and of possessing companions, and to them exclusively I give all merry songs and brave choruses, to sing with lusty voices.

"Item: And to those who are no longer children or youths or lovers, I leave memory, and I bequeath to them the volumes of the poems of Burns and Shakespeare and of other poets, if there be others, to the end that they may live over the old days again, freely and fully, without tithe or diminution.

"Item: To our loved ones with snowy crowns I bequeath the happiness of old age, the love and gratitude of their children until they fall asleep."

Shichiro Hayshi is planning to return to Japan to practice law after he graduates from Suffolk.

Jere. F. Driscoll is now president of the Boston Central Labor Union.



## GEMS

### A TEASING WITNESS

"Sir," said a fierce lawyer, "do you, on your solemn oath, declare that this is not your handwriting?"

"I believe not," was the cool reply.

"Does it resemble your handwriting?"

"No, sir; I think it don't."

"Do you swear that it does not resemble your handwriting?"

"Yes, I do."

"You take your solemn oath this writing does not resemble yours in a single letter?"

"Yes, sir."

"Now, how do you know that?"

"'Cause I can't write."

### REASON FOR TEARS

The case was drawing to a close. The prisoner seemed to be booked definitely for a long spell of meditation on his evil ways; the evidence against him was just about as black as evidence possibly could be.

But his counsel had not yet lost hope; he was determined, somehow or other, to win that case.

In impassioned tones, therefore, husky with emotion, he pleaded for the reprobate long and eloquently. "Gentlemen," he said, turning to the jury, "my client is a poor man. He was driven by hunger and want to commit the act which has brought him to this court of justice. Money—he had to get money to maintain his starving wife and little ones. And so he stole. But only enough for his present needs. Conclusive evidence of this lies in the fact that, although there was a pocketbook containing \$100 in the same room, he left it untouched—"

Counsel paused; and during his silence the heartrending sobs of the prisoner sounded pitifully in the court.

Even the judge was moved; and, leaning forward toward the prisoner, "Why do you weep?" he asked.

"Because I didn't know that pocketbook was there," he gasped in broken accents.

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(Continued from Page 11)

Jacob Weiss has become somewhat of an oracle. He does not talk much, but what he says is worth listening to.

Timothy J. Driscoll has been in the limelight for some time. He was elected as usual to the State Legislature, but there was a colored gentleman from his district who has been contesting his election. We are betting on Timothy.

Senator John P. Englert, who tried unsuccessfully for the Senate a year ago, won a splendid victory in his district at the last election.

Stephen Flynn, the very popular city clerk of Lowell, is still with us.

John P. Holland, who is legislative agent of the American Legion as well as head of its employment department, is very busy these days at the State House.

Daniel and James Jameson, who are brothers, enjoy the distinction of belonging to the only family which has three sons in Suffolk at the same time. Robert Jameson is in the Senior Class.

Governors may come and governors may go, but David Kinghorn stays in the office. Governor Cox has retained Mr. Kinghorn in his present position.

(Continued from Page 14)

John L. Maccubbin '19 is connected with the review department of Suffolk this year.

Harry Pritchard '19, who is well remembered for his enthusiasm in Professor Staley's course in Public Speaking, is now putting his theory into practice at every opportunity. He is said to be especially eloquent on street corners.

Michael J. Sherry '19 has been training to reduce his weight and at last reports has gained six pounds.

John B. Wenzler '19 is specializing in law, his practice being quite largely confined to the interpretation of the Volstead Act.

Thomas J. Barry '20 was grateful to the bar examiners for passing him, but still insists that he ought to have gotten a better mark.

When John F. Burke '20 passed the bar exams. and was notified to that effect, he called the Dean's office by telephone to find out just what procedure he must go through to become a lawyer. The Dean told him to wait until the fatal day; appear in court; hold up his right hand, and the bar examiners would do the rest.

Albert Goldman '20 was a picture of radiance when he got his official notification from the bar examiners. Mr. Goldman not only made a reputation as a good student while in Suffolk, but was in great demand at class banquets because of his ability as a yodeler.

John D. Smith '20 passed through an exciting campaign for Mayor of Quincy, was defeated by a small margin, took the recent bar exams. and passed.

Senator Edward N. Dahlborg '16 seems to be a permanent fixture on Beacon Hill. His constituents have sent him to the State House every year for nine years.

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And now we know why George Spillane left Classes early every evening. News has been received through the Cupid Telegraph Exchange that George and Mrs. Spillane are on their honeymoon at Atlantic City. The Senior Class extends its best wishes and congratulations to Mr. and Mrs. Spillane. And we once asked him if it was beginning to soak in.

Many a married man acquires a will of his own by hiring a lawyer to write it for him.

If every law that somebody wants were enacted it would become unlawful to do anything and lawful to do everything.

*Albany Journal.*

"Fine morning, isn't it, Judge."

"Yes, \$25.00 and costs, for you, to be exact."

James D. McDevitt entertains positive opinions concerning some of our judges. There is one judge in the local court who has received personal advice from Brother McDevitt under very trying circumstances.

Robt. C. Mulcahy has been losing flesh lately. It is understood that he has been engaged in racing with one of his classmates.



## REVIEW DEPARTMENT

### AGENCY QUIZ.

1. A engaged X to act as his (A's) agent in selling a certain lot of land to B. A orally authorized X to sign the deed in his (A's) name, which act X does, but not in A's presence. Is the deed valid?

No. Authority should have been under seal.

2. A, the owner of a certain building, engaged B to tear it down. B contracted to tear down the entire building for a stipulated sum, or so much thereof as A desired. While B's servants were tearing down the building one of them negligently allowed the boom of a derrick to fall and strike X, a passerby, injuring him. Thereupon X sues A, the owner of the building, upon the ground that the injury was caused by A's servants. Could X recover?

No; B was an independent contractor.

3. A broker was employed by B to sell or exchange a certain piece of real estate. A little later C requested A to act for him in selling or exchanging a piece of real estate. A effected an exchange of the two pieces of land, charging a commission to both parties. Neither B nor C knew at the time that A was acting for the other. C refused to pay the commission charged as soon as he found out the real situation. Can A recover this commission?

No. A was not the agent of C. A was a party in interest.

4. Brown & Co. appointed Jones, who was nineteen years of age, as their agent to buy certain goods for them. Later they refused to take the goods which Jones had purchased of the plaintiff. Has the plaintiff a right of action?

Yes. Jones was the agent. An infant can be an agent.

5. A gave B the use of certain real estate. B was to pay for improvements and retain all profits for himself. B purchased materials to be used in improving the land from C, and upon failing to pay for said materials C sued A. Was A liable?

No. No relation of principal and agent. B was not an agent of A.

### CONTRACT QUIZ.

1. A, a large shareholder in a corporation, in consideration of the purchase of a part of his stock at a certain price by B, another stockholder, agreed to secure to the purchaser the office of treasurer of the corporation with a

fixed salary, and in case of his removal to re-purchase the stock at par. This agreement was unknown to the other stockholders of the corporation. A failed to fulfill his part of the agreement and B sues him for breach of contract. Can he recover?

No. Agreement against public policy and fraud upon the other stockholders unless they assented. *Guernsey v. Cook*, 120 Mass. 501. A. ¶ 192.

2. Plaintiff schemed with defendants to defraud others on a fake foot race. Plaintiff put up \$6000 to aid the project and was to receive a share of the profits, but defendants (his associates) made him the victim and fleeced him of the \$6000. Can he recover it?

No. *In pari delicto*. A. ¶ 214. *Hobbs v. Boatwright*, 195 Mo. 693, 93 S. W. 924. *Steward v. Wright*, 147 Fed. 321.

3. Defendant insurance company insured plaintiff bookbinder's "cuts." Certain brass plates of plaintiff having been burned, he seeks to hold defendant. Plaintiff proves that such plates as he lost were popularly known as "cuts." Defendant proves that they were known as "dies" and not cuts in the bookbinding trade to which plaintiff belonged. Can plaintiff prevail?

No. "Cuts" having a technical meaning in the bookbinding trade would have that meaning in this case. Universal custom in that trade fixed the meaning of the word for the purposes of this contract. *Houghton v. Watertown Fire Ins. Co.* 131 Mass. 300. A. ¶ 229.

4. On May 16, 1889, A and B entered into a written contract wherein A agreed to write for B a three-act drama for \$5000, to be paid as follows: \$250 down, \$100 when the first act was completed, \$100 on completion of the second act, \$50 when the play was completed and \$50 per week thereafter until the balance was paid; B agreeing to stage and produce the play for ten weeks, commencing September 15th. On June 15, A gave B a memorandum acknowledging the receipt of \$250 on May 16, and guaranteeing to have the play completed by September 15th. June 16th, B paid A \$100 and on August 4th, \$100 more upon the completion of the first and second acts respectively. A did not complete the third act, however, until September 30th, when B refused to receive the play and sued to recover the money he had paid A on the contract. Can he succeed?



Yes. Time of completion was of the essence of the contract. *Yeamans v. Tannehill*, 15 N. Y. 958. A. ¶ 234.

5. Plaintiff honestly attempted to build a house for defendant in accordance with a contract containing the stipulation that it should be performed "to the entire satisfaction and approval" of defendant. There was some minor imperfections and omissions in the construction of the building as completed by plaintiff. A reasonable man, however, would have accepted the building after making suitable deductions from the contract price for the imperfections. Defendant refused to accept or pay for the structure. What are plaintiff's rights?

Plaintiff can recover (in quantum meruit). The builder of a house cannot reasonably be expected to satisfy the peculiar tastes or idiosyncrasies of the owner. There was in this case an honest attempt to perform and a substantial performance. Such contracts may be distinguished from those involving in a peculiar sense the special taste or peculiar whims of the customer. *Handy v. Bliss*, 204 Mass. 515. A. ¶ 233.

#### TORTS QUIZ NO. 4.

1. In 1876 Dr. S. invented an original method of crowning a tooth. He secured a patent thereon in 1883. In 1884 he sued defendant for infringement. In this suit S. testified that between 1876 and 1883 he had crowned teeth extensively by this new process in San Francisco, Chicago, Detroit, Cleveland, New York and New London, and had demonstrated it to about 500 dentists in private practice and in public clinics. Can S maintain this action?

No. He had abandoned his property right in the process prior to securing the patent, hence the patent is void. He performed previously services for hire in behalf of the general public and by his work in public clinics gave a general license to the profession to employ his process. *International Tooth Crowning Co. v. Gaylord*, 140 U. S. 55. Archer 112.

2. Plaintiff, John L. Hunniwell, manufactured and sold large quantities of "Hunniwell's Eclectic Pills." Defendant, Edwin Hunniwell, who had been employed by plaintiff, claimed to have been ill treated by him, left his employ and began to manufacture and sell a similar remedy labelled "Hunniwell's Family Pills." Defendant's labels were printed on different colored paper with different type, borders and arrangement from those of plaintiff, but much of his description of the supposed virtues of his pills and his "special directions" were like plaintiff's. Defendant's labels were

signed "Hunniwell & Co." and plaintiff's were signed "John L. Hunniwell." Before beginning to sell his pills defendant sent out circulars announcing his intention to manufacture pills similar to those of the plaintiff and he printed in large type the names of each remedy and put a similar notice in each package sold. Can plaintiff recover?

No. There was no such imitation of plaintiff's trade mark as to mislead the public and the notices issued by defendant negated the idea of any fraudulent intent to palm off his remedies as those of plaintiff. *Gilmore v. Hunniwell* 122 Mass. 139. Archer 114.

3. A employed X in his theatre as organist and sole musician. X was a member of a musicians' union which adopted a rule requiring any employer of one of its members to employ an orchestra of not less than five musicians. The rule also imposed penalties upon any of the members of the union whose employment violated this rule. Consequently X was obliged to quit A's employ and A was compelled to hire a non-union musician at a larger salary because the business of his theatre could not support five musicians and continue solvent. Has A a right of action against the union?

Yes, in some jurisdictions; in others, no. *Haverhill v. Gillen* 229 Mass. 413. Held that this rule of the union was an unlawful interference with the free flow of labor to which the public has a right. Its principle involves the right of any group of labor to compel any employer to give them work which he does not want to have done. It would empower a building trades union, for instance, to fix the number of stories or size of a building one wished to erect or compel him to use handmade doors, windows, etc., which would give members more labor. Unless the rule could be justified as a legitimate protection to members of the union in their competition with non-union workers and with employers it would apparently be unlawful as knowingly causing a breach of an existing contract. Archer 117-118.

4. M, a skilled laster, had a contract with a shoe manufacturing company. With the consent of the company, M's father, who could not do all the work of a laster, helped him, but M only was paid, the father getting nothing from the concern, the work being piece work. The lasters' union objected to this as "cross handed work" and notified the employer that they would strike unless M's father was discharged. The company refused. A strike was called and conducted in an orderly manner, but by reason of the strike both M and his father lost their



employment. The union claimed that cross handed work resulted in an injustice to employees generally, and their only object in striking was to abolish that system. Has plaintiff and his father any right of action against the union?

No. The union has sufficient justification for its act. Its direct and main purpose is to secure a change in the system of work which is claimed to be unjust in its particular operation and the ostensible object is not used as a mask for any ultimate design. The union men have a right to strike and are not liable to be enjoined. *Minasaim v. Osborne* 210 Mass. 250. W. 85. A. 121.

5. One of the walls of a brick building on A's land gave away and the structure was ruined when B's coal-mining operations extended out under that part of A's land where B owned the mining rights. What must A prove in order to hold B liable?

That B failed to provide adequate support for the land in its natural condition. B need not support the weight of the building, but is liable if the land fell in of its own weight, carrying the building with it and is liable for the injury to the building as well as the loss in such a case. *Archer* 127.

#### BILLS AND NOTES QUIZ.

1. Assume that a client of yours in Chicago notifies you that he holds a draft drawn there on a Boston firm payable March 12, 1921. This draft is drawn by A on B and indorsed by C of Chicago, and D of Boston, Mass. How will you advise your client to proceed? Answer carefully and chronologically.

Write him to forward the draft to Boston before March 12th, then on that day I would give it to a Notary Public for presentment and demand on B (it being a foreign bill). If not accepted or paid by B, will have the notary protest it and on March 13th mail notice of dishonor to all indorsers.

2. The payee of a check given to him for value transferred it also for value to plaintiff, but without indorsing it. The payee died the next day and the drawer, although having no equities against the check, stopped payment. Plaintiff subsequently sent the check to the drawee bank and the teller certified it without asking any questions. Subsequently the bank refused to pay the check. What are the plaintiff's rights, if any?

Plaintiff may recover from bank, but not against drawer, as latter is discharged by the holder procuring bank's certification. Plaintiff is a holder because he has title, although by common law assignment. *Meuer*

*v. Phenix Nat. Bank*, 88 N. Y. Supp. 83.

3. A check which, if presented during banking hours the next day after its receipt, would have been paid, was not presented until the second day and in the meantime the drawee bank failed. What are the holder's rights?

Holder is negligent in not presenting check for payment within 24 hours after receiving it, hence drawer is discharged to extent of loss. *Furber v. Dane* 203/108; *Gordon v. Levine* 194/418.

4. A note was made payable at the home of the maker and at maturity he was called up by telephone by the holder and asked what he was going to do about it, and answered that he had no money and could not pay it. Thereupon the holder called up the indorser likewise on the telephone and notified him that the instrument was dishonored and that he should look to the indorser (S) for payment. The maker and S are sued on the note. Judgment?

For plaintiff against maker only, as indorser is discharged by failure to make proper presentment and demand. *Gilpin v. Savage* 201 N. Y. 167.

5. Plaintiff and defendant were indorsers on a note which matured October 1, 1920. Plaintiff received in Boston October 2, 1920, notice of dishonor, and plaintiff's notice of dishonor to the defendant in Somerville, Mass., was mailed in Boston on October 4, 1920, postmarked 8.30 P. M. There were twelve daily mails between Boston and Somerville. Plaintiff paid the note to the holder. Can he recover from defendant?

No. Notice to defendant sent too late. *Harris v. Baker* 226/113.

#### REAL PROPERTY QUIZ 4.

1. In 1850, A conveyed his farm in Northampton "to my son M and the heirs of his body." M held the farm during his life and died intestate in 1890, leaving three sons, X aged 25, Y aged 22, and Z aged 18.

In 1891, X conveyed by deed in common form all his right, title and interest in the farm to Z. After this conveyance, what are the rights respectively of Y and Z?

Z takes a fee simple. Y takes nothing. A's deed created in M an estate tail which at M's death descended to X, the eldest son of M. X's deed in common form operated by statute to convey a fee simple to Z. *Lecture notes* P. 39-40. *Corbin v. Healey* 20 Pick. 514. R.L. c. 127 sec. 24.

2. In a deed of Whiteacre, the grant was to Jones and the heirs of his body forever. Jones died, leaving three sons, A, B, and C. Jones left a will containing the following: "I devise Whiteacre to my son C and his heirs." A the eldest son, after his



father's death, by a quit-claim deed conveyed all his right, title, and interest in said Whiteacre to X and his heirs. What title, if any did X take?

X took a fee simple. The original deed conveyed an estate tail to Jones. At Jones' death, this estate descended to A, his eldest son, the will of the land by Jones being inoperative since an estate tail cannot be conveyed by will. A's deed in common form conveyed a fee simple to X under the statute. Lecture notes p. 39-40. R.L. c. 135 sec. 1. R.L. c. 127 sec. 24. Hall v Priest 6 Gray 18.

3. Define conventional and legal life estates and give an example of each.

A conventional life estate is one created by acts of the parties, e.g., by deed or will. A legal life estate is one created by operation of law, e.g., curtesy or dower. Lecture notes, p. 41.

4. A certain farm was deeded by A to B "so long as B shall not use intoxicating liquors." B, receiving a good offer from X for the land, sold it to X, who sowed a crop of corn thereon. Before the corn was ready for harvest, B indulged in a drunken spree. Is A or X entitled to harvest the corn?

X is entitled to harvest the corn. The rule is that the tenant who sows a crop shall reap it provided his tenancy is not terminated by his own act or fault. Lecture notes p. 42. Devow v Colfax 10 N.J.L. 128.

5. (a) Describe in full the rights of a life tenant to estovers.

(b) What rights has a tenant who holds without impeachment for waste and when may such a tenant be held liable in an action of waste?

(a) The right to cut wood from the land for fuel, farming tools, fences, and agricultural erections. The timber must be fit and proper for the purposes for which it was cut and must be used on the premises. Lecture notes p. 42.

(b) Such a life tenant may lawfully commit any acts which would otherwise be waste except that he may not do so wantonly or maliciously. Lecture notes p. 44. Vane v. Lord Barnard 2 Vernon Ch. 738. Finch 442.

#### EQUITY QUIZ 4

1. The A Bank issued to B a certificate of deposit for \$2000 "payable to the order of B on the return of this certificate properly indorsed." It was indorsed by B to C. C later lost the certificate and, although unable to present the certificate, demanded payment from the bank. The bank refused to pay without the certificate. Is there any remedy open to C?

Schmidt v. Peoples Bank 153 Mass. 550. Accident is an unforeseen injuri-

ous event by which, without his fault, the plaintiff is deprived of some legal right and the defendant gains some inequitable advantage. In the case of a lost note or like instrument, equity will decree payment upon proof of loss and of its contents, and the giving of a bond of indemnity by the plaintiff to secure the defendant from loss by a compulsory repayment. By statute in Mass. a similar remedy is now given at law. Hence, in this case C may recover the \$2000 and interest in an action at law by averring the loss of the instrument and proving its loss and its contents and posting a sufficient bond of indemnity.

2. A building equally divided by a brick partition wall running north and south stood on a lot of land so that the partition wall was about two feet westerly of a line equally dividing the lot. The westerly part of the lot was sold to A and the easterly part to B. In the deed, by a mistake of the scrivener, the dividing line of the two parcels was placed at the middle line of the lot instead of at the partition wall. Will equity grant any relief?

Holbrook v. Schofield 211 Mass. 234. Mistake of fact. Equity will grant relief when an erroneous conviction exists in the minds of the parties as to the existence of certain facts. When the terms of a contract are mutually agreed upon, and by mistake of the scrivener the instrument fails to convey the amount of property agreed upon, equity will order a reformation of the deed so as to conform to the exact terms mutually agreed upon by the parties. Equity will decree the re-execution of the deed, placing the dividing line at the partition wall as agreed upon.

3. A, while on a visit to his sister B, induced her to execute a deed to him in fee, subject to a life estate in the grantor, by falsely representing to her the legal effect of the deed, stating that she still retained control over the disposition of the property. After B's death C, to whom B's rights in the property, if any, were devised, seeks relief in equity. Can C succeed?

Busiere v. Reilly 189 Mass. 518. Rescission for fraud. Ordinarily equity will not grant relief in cases of mistake of law or of the legal effect of a transaction. Ignorance of the law is no excuse, but where false representations are made by a person in a fiduciary relation, as a brother, as to the legal effect of an instrument which leads a person into a mistake of fact as to the title of property, it is such a mistake of fact as will receive equitable relief even though arising from an erroneous view of the legal effect of a deed. Equity ordered the cancellation of the deed.



4. A made a note for \$500 payable to B, who transferred it for value by indorsement to C, who indorsed it for value to D before maturity. Upon non-payment at maturity, D, having lost the note, brought an action in contract in the law court against B as indorser. What is necessary for the plaintiff to do and what judgment if any will the court render?

*Tuttle v. Standish* 4 Allen 481. Accident. Lost instruments. When a note is lost by accident, under the Massachusetts statute an action at law may be maintained against the maker by averring the loss of the instrument in the declaration and proving the loss and the contents and filing an indemnity bond to secure the maker in case he should be compelled to again pay the note. But where the action is against an indorser, as the indorser is entitled to have recourse against prior parties, the action should be brought in equity. In this case the action should be brought in equity and not at law.

5. Jones made an oral agreement with Brown to purchase the Carter farm, which he alleged included a valuable orchard known as the H lot. By false statements, Brown induced Jones not to have the title examined, and to accept a deed which did not include the H lot in its description. Jones paid some cash and gave a mortgage note in payment, and took possession, believing that, under the deed, he took title to the whole farm, including the orchard lot. Jones gave up a comfortable home, and a profitable employment and business in another town to move on to the farm, and at great expense he made valuable and extensive improvements thereon. He then learned that the deed did not include the H lot in the transfer. Will equity grant him any relief?

*Williams v. Carty* 205 Mass. 396. Mistake of fact. When the agreement is oral and by mistake the instrument conveys less land than was mutually agreed upon by the parties, the operation of the statute of frauds will prevent a reformation of the deed, unless there was a memorandum in writing, or unless the vendee entered into possession with the consent of the vendor, and was allowed to so change his position that he could not be placed in statu quo. Under such circumstances the statute cannot be successfully pleaded in defense. The acts of Jones made with the consent of Brown in giving up his home and business in another town; moving upon the farm; and making extensive improvements was sufficient part performance to bar the statute and Brown would be compelled to execute a deed conveying lot H to Jones.

## CONSTITUTIONAL LAW QUIZ No. 4.

1. Name ten events of English and American History of special significance in the long course of political evolution culminating in the U. S. Constitution.

Among the most significant events of English History are the laws of Edward the Confessor, the Magna Charta, and the establishment of the English House of Commons. American events: The Mayflower Compact, the New England Confederation, the Albany Conference, the Stamp Act Congress, the First Continental Congress, the Second Continental Congress, the Declaration of Independence, the Revolutionary War, and the government under the Articles of Confederation. These events are positive and significant steps toward civil liberty, protected by constitutional guarantees as established by the United States Constitution. Notes, pages 6 and 7.

2. (a) Where is the source of all governmental authority in the United States?

(b) What is the source of authority of all officers of the Federal Government?

(c) Some months ago popular clamor in certain quarters demanded the abolition of the United States Senate. What constitutional procedure would be necessary to accomplish this?

(a) In the people. Notes, page 1.

(b) The United States Constitution. Notes, pages 1, 4, 7, 8, 11.

(c) A constitutional amendment proposed in either of the methods authorized by Article No. 5 and ratified unanimously by the states. Ratification by three-fourths of the states would not suffice, because no state can be deprived of its equal suffrage in the Senate without its own consent.

3. By special act of the New York Legislature, Cornell University was incorporated with the power to hold real and personal property to an amount not exceeding three million dollars. Testatrix bequeathed a large sum of money to Cornell. Her heirs at law and next of kin contested the validity of the legacy on the ground that at the time of her death Cornell held property in excess of three million dollars and therefore could not take the legacy. The highest court of New York sustained their contention. Cornell appealed to the United States Supreme Court. The appellee maintained that the nature of this case was such that the Federal Court could not take jurisdiction. What decision?

This is purely a domestic matter. Construction of the charter of Cornell and the laws of New York are the only questions involved. Federal



courts have no jurisdiction. *Cornell v. Fiske* 136 U. S. 152.

4. Shortly after the Massachusetts House of Representatives had disposed of a certain measure, defendant, a Representative, came upon R, a fellow member who had opposed him in the contest over the measure. R was in the corridor of the House conversing with several men. Defendant asked him who had given him certain information regarding the measure in question. R replied: "A respectable gentleman from Nantucket, Mr. X." Defendant exclaimed: "What, that convict?" R, being surprised, asked defendant what he meant. Defendant replied: "Don't you know the business of the Nantucket Bank?" R answered: "Yes, but X was honorably acquitted." Defendant then said: "That did not make him less guilty." It did not appear that defendant contemplated calling for a reconsideration of the measure or any further official action regarding it. X was a private citizen. Has he a right of action in tort against defendant?

Yes. Privilege cannot be invoked by defendant, because he was not discharging any of the duties of his public office but was merely satisfying his private curiosity and venting his malice. Privilege would protect him in debate or in the performance of his duties as a member of a committee in drafting, assenting to, debating a report, or in a convention of both houses though held in the senate chamber, or, in other words, acting as a Representative in performing any of the functions of the legislative body. *Coffin v. Coffin* 4 Mass. 1.

5. During the first year of the President's term of office Congress passed an act increasing his salary and the salaries of the Justices of the Supreme Court and of the Secretary of State. During the same session of Congress the President appointed Congressman X Justice of the Supreme Court and Senator Y Secretary of State. The Senate ratified both appointments. Discuss the validity of (a) the act of Congress, (b) the appointments of X and Y.

(a) Increase of President's salary during his term of office invalid. Notes, page 8. Increase of salaries of Justices valid. Their salary may be increased but not diminished during their term of office. Notes, page 9. Increase of salary of the Secretary of State valid because there is no constitutional restriction in this case.

(b) Appointment of X and Y invalid because members of Congress cannot hold any other office under authority of the United States during their continuance in office. Had their

term of office expired before the appointment, the appointment would have been valid because the prohibition against the appointment of members of Congress to any office created or the emoluments of which have been increased during their term of office applies only to the term for which they were elected. Notes, page 7.

#### WILLS QUIZ 4.

1. A will contained the following clause: "Second, I give and bequeath to my beloved wife, X, all my real and personal estate, of whatever name, for her sole use and benefit, so long as she remains my widow, except legacies to my children."

(a) What interest did the widow take in the real estate?

(b) In the personal estate?

Estate with limitation during widowhood. Her interest would terminate at her death even if she died a widow. See *Ruggles v. Jewett* 213/167. *White v. Sawyer* 13 Met. 546; R.L. c. 135, sec. 22.

2. Administration was granted upon the estate of A who had been absent and not heard from for more than seven years and money was collected by the administrator from A's debtors. A reappears and sues his debtors. Are the payments made by the debtors to the administrator a defence to A's suits?

No. Administration proceedings begun after seven years' absence may be set aside if the person supposed to be dead should reappear. Lecture notes, p. 66. *Jochumsen v. Suffolk Savings Bank* 3 Allen 87.

3. A dies intestate, leaving real estate but no personalty; a widow and children survive him. One heir is indebted to his father's estate in a sum of money sufficient to absorb all his interest as heir. Can the debt due to the estate from the heir be set off from his share in said real estate?

No. The statute as to set off applies only to personal estate and not to realty. Lecture notes, p. 56. R.L. c. 141 sec. 73; *Jones v. Treadwell* 169/430.

4. A testatrix devised property to her "stepson A, his heirs, executors, administrators and assigns," A having children alive when she made the will. A died before the testatrix but his children were living at her death. What will become of the devise to A?

It will lapse and go to the heirs of the testatrix or to her residuary devisee if there was one, under the common law rule. The statute relating to gifts to a "child or other relation" of testator who dies before testator leaving issue to the effect that the gift will go to the issue does not apply in



case of a step-son. R.L. c. 135 sec. 21. Lecture notes, p. 55. *Curley v. Lynch* 206/289. *Horton v. Earle* 162/448.

5. A devised to B his homestead which was subject to a mortgage given by the testator to secure his debt. Does B take the same subject to said mortgage or should the executor pay the same out of personalty or, failing personalty, by the sale of other realty?

B takes subject to the mortgage as provided by statute where the contrary does not plainly appear in the will. Lecture notes, p. 60. Acts 1909 c. 198.

### FINAL QUIZ IN SALES

1. A went to the Jones Auto Co. and ordered of that company a racing auto of a special design prepared by A. The auto was to cost \$5000. The Jones Auto Co. promptly completed the auto according to A's specifications. When the auto was completed, the Jones Auto Co. promptly notified A and A called at the Jones Auto Co. sales offices and examined the completed auto. A thereupon refused to take the auto.

The Jones Auto Co. sued A. Will the company be successful in their suit and, if so, upon what grounds?

Yes; and the Statute of Frauds is NOT a good defense. THIS WAS A CONTRACT TO FURNISH LABOR AND MATERIALS.

Where the auto was to be manufactured by the seller for THIS ONE BUYER AND IS NOT SUITABLE FOR SALE TO OTHERS IN SAME BUSINESS Statute of Frauds does NOT apply. Sales Act. Sec. 4 (2) **Special Order Test.** Sales Act Sec. 64 and Sec. 65.

2. A, through fraudulent representations as to his ability to pay, induced B to sell him a horse. A then sold the horse to X. What, if any, rights has B against X?

A got a VOIDABLE title. If X knew about A's voidable title he took subject to the equities. But a sale to an innocent purchaser will cut off the equities if made in good faith and for value. Sales Act sec. 24. *Edmunds v. Merchants* 135/283.

3. A was indebted to B and delivered to B a warehouse receipt reading as follows: "Received on storage at Damon's wharf for A 500 slabs of tin which we promise to deliver to him (A) upon payment of charges." This receipt was properly signed by the warehouseman. A month later X, not knowing of the delivery of the warehouse receipt to B, attached the tin as A's property and took possession of it. Thereupon B sought to replevy it from X. What are the rights of the parties?

B could replevy ONLY if there was a valid delivery of the tin to the vendee by the vendor. Delivery of a non-negotiable warehouse receipt is not enough. CREDITOR X HAD PRIORITY AND CAME IN AHEAD OF VENDEE. 135/1. Sales Act Sec. 26. *Carroll v Haskins* 12/593.

4. A shipped goods by the X. R. R. and took out a negotiable bill of lading to his (A's) own order. A endorsed the bill in blank. After such endorsement B stole the bill from A and negotiated it to C, an innocent purchaser. What are C's rights, if any, as against A?

C GETS A GOOD TITLE TODAY. A thief can transfer title to a negotiable instrument. But at C. L. a thief or finder could NOT give good title to another unless the owner had first passed the instrument along one step. The SALES ACT DOES NOT GO BEYOND THE COMMON LAW. Act Sec. 38. BUT THE BILLS OF LADING ACT C. 214 Act 1910 SAYS A THIEF OR FINDER CAN TRANSFER TODAY. 214 196. Thief or finder cannot transfer good title to a warehouse receipt, however. Does NOT go beyond C. L.

5. A, in Michigan, sold a carload of lumber to B in Boston. The lumber arrived at the Huntington Avenue yard of the B. & A. R. R. February 19th. The railroad immediately sent a post card to B notifying him of the arrival of the lumber and stating as follows: "If not unloaded within 96 hours from Feb. 19th, 6 p.m. of this date, Sundays and legal holidays not included, the freight will be subject to storage charges, etc." On March 4 the railroad stored the lumber in one of its sheds. On April 9th B made an assignment for the benefit of his creditors. On April 16 A notified the railroad not to deliver lumber to B. What were the rights of A and B's assignee?

The question is—were the goods in transit? They were in transit because transit would continue until there was an ATTORNMENT of the goods to the vendee or consignee. That is, the carrier must agree to hold as bailee for buyer. The buyer never showed any intention to regard the railroad as bailee. *Brewer Lumber Co. v Boston & Albany* 179/228. When does transit end? When there is an unqualified agreement by the carrier to hold for the bailee or when there has been a constructive delivery to vendee. Act Sec. 58.

### QUIZ IN CORPORATIONS.

1. As between buyer and seller of shares of capital stock, who is entitled to a dividend earned before but declared after the transfer of such stock?



The buyer, because no right in a shareholder to participate in dividends or assets until the same are fully declared. See *Tepfer v. Ideal* 109 N. Y. Supp. 664.

2. Define proxy and state whether under any circumstances a revocable proxy may be given.

A proxy is merely the evidence of an agency to vote certain stock of a corporation. Unless coupled with an interest it may be revoked just as any appointment of an agent may be revoked. See *Reed v. Bank of Newbury*, 6th page 337.

3. X owns 50 per cent of the stock of the corporation. He desires forthwith to dispose of the entire assets of the corporation, divide them among the stockholders and abandon the business of the corporation. How, if at all, may he accomplish this?

Only by getting the consent of all the stockholders, because any stockholder has the right to insist that the business for which the corporation was organized be carried on, or if it shall be dissolved it shall be dissolved in accordance with the statute. *Hunt v. American Company*, 81 Federal Reporter 532.

4. A corporation issues to subscribers certificates of stock containing the words "full paid and non-assessable." In point of fact the stock is not fully paid. Can a subscriber be forced to pay the balance to creditors of the corporation?

Yes. Marking stock "full paid and non-assessable" is a mere device to escape liability, and the stockholder is still liable for the balance. See *Garden City Company v. Creamer Company*, 205 Illinois 42.

5. The statute provided that corporations might determine by by-laws the manner of calling and conducting meetings, as to quorum, voting by shareholders, tenure of office, as to proxies, and as to selling shares for neglect to pay assessments. After the corporation had been doing business for three years a by-law was passed by a two-thirds majority of the stockholders prohibiting the sale of stock unless first offered to the corporation at the lowest price the holder is willing to take, and that thirty days thereafter, if the corporation refused to buy, the holder might sell to another. Is this a valid by-law?

No. A majority of the stockholders have no right under the form of a by-law to impose restrictions on the minority to the free alienation of their stock. This should have been especially authorized in the agreement of association before any stock was issued. See *Ireland v. Globe* 19 Rhode Island 180.

The Jurymen ran breathlessly into court. "Your honor," he exclaimed, "if you can excuse me, pray do so. I don't know which will die first—my wife or my daughter." "Dear me, that's sad," said the innocent judge, "certainly you are excused." The next day the jurymen was met by one of his fellow jurors, who in a sympathetic voice asked, "How's your wife?" "She's all right. Why do you ask?" "And your daughter?" "She's all right too. Why do you ask?" "Why, yesterday you told the judge that you did not know which would die first." "Nor do I. That is a problem that time alone can solve."

Here's a good one that was overheard a few nights ago in the smoking room. It may come in handy during our coming banquet.

In trying one of the first cases that came to him in his Buffalo practice, Grover Cleveland had to cross-examine a particularly troublesome witness. Not only was his testimony damaging to Cleveland's client, but it was given in a bumptious, cock-sure manner that riled the young lawyer.

"Now, sir," Cleveland said, on the edge of losing his temper, "you have told a very good story here, haven't you?"

"I guess so," replied the witness.

"Then, you'll perhaps be willing to tell us who first tried to induce you to tell it so that it contradicts the actual facts?"

"Contradicts the actual facts?"

"Yes!" thundered Cleveland.

"Who tried it first?"

"Who tried it first?"

"Exactly! Who?"

"Well," said the witness, "you, for one."



Mental development requires the constant stimulus of fresh suggestions, as fine muscles require exercise. In an environment furnishing this, and in such an environment only, can our youth make a success of himself.

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Man was not intended to be idle. Evolution is action incarnate. In the words of a certain Lord Chancellor of England, "I know of no rule to give a young man for success but that he must make up his mind to live like a hermit and work like a horse." Work is the watchword of life both for individuals and for organizations. We live in acts, not years; in thought, not breaths; in works, not in figures on a dial.

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### SOMETIMES

It's hard to keep your pep up,  
And, mentally, to step up,  
But, when you've got your rep up  
As a cheerful guy — you *must*!  
So, make your mouth a grinner,  
You poor old tired-sinner,  
And you'll turn out a winner,  
Before you've turned to *dust*!

—*Jack Appleton.*

---

In any high type of organization the aim should be to realize the unity of a living organism. This can come only when the aims, ambitions, and ideals of the whole are so high, so worthy, and so forceful that **personal differences, strife for individual credit** and aggrandizement, the **selfish ambitions**, and **all other forces that tend to disrupt**, fall into a place of petty insignificance and are completely and lightly swept aside by the on-flowing current of unified progress. "To discover order and to create order are the highest functions of humanity."

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