Chicago-Kent Law Review

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January 1927

Black Stones

William G. Wood

J. Bertram Levie

BLACK STONES

Lord Coke, Conductor

THAT OUGHT TO HELP AIMEE

LOS ANGELES,
NOVEMBER 14

J K W CHICAGO
ORMISTON HAS FOLLOWING AD IN PAPER HERE QUOTE I HAVE NOT BEEN IN CALIFORNIA OR ELSEWHERE SINCE JUNE UN-QUOTE ANSWER WATSON

* * *

The trouble with Christmas is that it comes too close to the Yule holidays.

—BARBARA.

* * *

The reason some girls' hair looks like mops is because some girls don't know what mops look like.

* * *

NEWSPAPER HEADLINES

MAN WHO DIED ON STREET IS REPORTED RECOVERING

—

WALWORTH COUNTY FARMER DROPS HEAD WHILE PLOWING

—

EDUCATED WOMEN HAVE HARD TIME MARRYING, SAYS FEMINIST IN DISCUSSING THE PROBLEM

* * *

UNSELFISH ADVERTISING

Every housewife should have two savings accounts—one at a reliable bank and one at this savings institution.—Ad in New York World.

* * *

FRONT AND CENTER!

"Larry" Willett, Business Extension, tells the conductor of this colyum that he knows a girl who paints and she certainly can draw MEN.

Dear Conductor: My wife tells me that she patronizes a butcher with an eye to advertising. You've heard this stuff about "milk from contented cows?" Well, the butcher advertises, "sausages from pigs that died happy."

—GEO. METRY.

Wonderful wife, Geo., but she must have told Bud Fisher before she told you!

* * *

A GOOD MAN KEEPS HITTING THE BULL'S EYE WITHOUT SHOOTING THE BULL.

* * *

YOU NEEDN'T RUB IT IN

A fool there was and he saved his rocks, even as you and I; but he took them out of the old strong box when a salesman called with some wild-cat stocks and the fool was stripped down to his socks, even as you and I.

— GRAB BED.

* * *

O, MAGGIE!

HOUSEKEEPER WANTED—At once, under 40. Four gentlemen alone in country, one light in weight who wants an easy place; widow preferred. If not in want of situation don't answer. Address O X, care News, Bangor, Me.

* * *

CRUST, I CALLS IT, AL

My gawd, J. K., this fellow Hankins is swiping the bootleggers' stuff!

NOTICE—Having installed city water I can easily increase my customers for milk a 100. See R. W. Hankins, Phone 463.—Alva, Okla., Daily Courier-Review.

—PUSSYFOOT AL.

Send in your contributions—one and all.

ATTENTION!

The Senior Class Promenade

OF

CHICAGO KENT COLLEGE OF LAW

WILL BE HELD ON

FEBRUARY 5, 1927

AT

THE EDGEWATER BEACH HOTEL

BLACK CAT ROOM

Tunes Will Be Manufactured
By Windy City Pirates

BIDS $3.00
Per Couple

OF COURSE I'M GOING

SOCIETY ITEM

Announcing—Announcing

The Snappiest, Peppiest, Most Luxurious Dance Ever Given!!!

That's what the Senior Promenade will be. This long looked for event will be pulled off at the Edgewater Beach Hotel, Black Cat Room, on February 5, 1927.

Nobody should go unless they want to have a good time. Those who don't expect to, will be disappointed, and we don't care if they are; they're warned in advance. And the music—Ah!—the music—it is the best conglomeration of perfect harmony ever offered to the good old Chicago Kent crowd. The Windy City Pirates—that's the name of it, and it produces the most glorious jazz obtainable. It is something different, this dance; it's at a different place, there is different music, and best of all, it is after the exams, so you will have nothing on your minds.

How can you afford to miss it? There may never be another opportunity like this. Secure you tickets while they last, from members of the senior class. Signed, Edelstein, Washer, Tews, Pomeroy, committee.

SENIOR PRESIDENT ANNOUNCES APPOINTMENTS

Those who are to have charge of the business and social activities of the class of June 1927 have just been appointed by President John Loughnane:

Officers.

John M. Long—Prophet.
John H. Clausen—Historian.
Howard Deming—Poet.
James J. Smejkal—Orator.

Transcript.

Tyrell Krum—Editor.
Donald R. Murray—Associate Editor.
Richard Lefebure—Associate Editor.

Amos Case—Associate **Editor.**
Louis Pfohl—Business **Manager.**
Willis Gale—Assistant **Manager.**
James T. Cunnea—Picture **Editor.**
H. M. Keele—Fiction **Editor.**
Esther Johnson—Art **Editor.**
E. H. Felt—Activities.
Stephen Szwajkart—Fraternities.
Isabelle Adden—Sorority.
Paul Jones—Post Graduate
R. Robert Fischer—Mid-Year Seniors.
Arthur McGinnis—Seniors.
Donald Bulger—Juniors.
E. Gritzbaugh—Freshmen.
William Nelson—Faculty Editor.

Entertainment Committee.

Roy Ross, Chairman; Joseph Colitz, Clyde Larish, Louis Zuttermeister.

Cap and Gown.

Richard Hill, Chairman; A. A. Petroshius, Sam Barth, Gray Phelps.

Invitation and Program.

H. J. Perry, Chairman; Frank Chernaukes, William Fischer.

Picture.

James T. Cunnea, Chairman; Albert H. Jacoby, Louis Smith.

Scramble.

Carl Holmes, Chairman; Howard White, Hugh Bailey, Clinton Thompson, Sam Endler.

Social.

Richard Bierdeman, Chairman; Robert Darlington, Edmund Mansure, John Wood, I. N. Haskell.

Smoker.

E. E. Ostrom, Chairman; Peter **Bridges,** Edward Jensen, Ray E. **Thomas,** William Robinson.

Banquet.

Harold Sharp, Chairman; N. W. Bul**lard, M. L.** Hill.

Constitutional.

Solomon Libman, Chairman; **Paul Broccolo, Palmer Leren.**

Prof. Wood (calling on Freshman Zeidman for the first time): "By the way, are you related to the Mr. Zeidman who was a Senior last year?"

Zeidman: "Did he graduate?"

Freshmen please note: "Right" and "rite" are not synonymous.

No, Mr. Kravitz, "corpus juris" does not mean "dead jury."

Prof. Wood (explaining the case of Wolford vs. Powers, where it was held to be a detriment for a father to promise to name his infant son after the father's uncle): "The promise need not be shown to have benefitted the uncle. The absence of a benefit to the uncle would not have been a defense to his administrator. In such cases, benefit is immaterial. In fact, sometimes it might be positively embarrassing to a man to have some one else's child named after him."

FUNDAMENTAL PRINCIPLES OF THE STATUTE OF FRAUDS

No single subject relating to the general law of contracts is fraught with more difficulty to the student, and even to the average practitioner, than the question of the applicability of the Statute of Frauds, the results of such applicability, and the circumstances under which it can be avoided.

It is not within the scope of this article to discuss in detail the different classes of contracts to which it applies, nor the compliance therewith by the production of a proper memorandum, but it is designed herein to discuss briefly the general principles applicable to all cases which fall within its scope, and which are not sufficiently evidenced by a memo.

Historically, it is sufficient to mention briefly the turbulent times preceding the enactment of this well-known act by the English Parliament. The perpetration of frauds, and the proof of fraudulent rights of action of many kinds (often alleged to have been created so long before that those originally involved were frequently shown to have died or left the country, or, if alive, to have lost all recollection of the transaction) amounted to nothing less than a public scandal, which assumed constantly greater proportions during the stormy days of the latter part of the reign of Charles I (who lost his head figuratively about 1630, and literally in 1649), and of the period of the Commonwealth (1649-1660). The Statute of Frauds was enacted in 1677, and dealt with many more or less unrelated subjects, such as trusts, estates per autre vie, wills, judgments, executions, the enrollment of recognizances, and contracts.

Sections 4 and 17 of the Act (as amended about 1828) provide that certain classes of contracts therein enumerated, although provable at common law by parol, should be unenforceable (sec. 4) or void (sec. 17, sales of goods) unless evidenced by a written instrument signed by defendant, or, in the case of sales of goods, unless accompanied or followed by certain part performance by at least one of the parties thereto.

This Statute is usually held not to be a part of the common law of the states comprising this nation; but statutes of similar effect have been enacted in practically all states.

The first important thing to note is, that in no jurisdiction are such statutes part of the criminal code, and that therefore contracts falling within the Statute, and not complying with its requirements, are never held to be illegal. In fact, it requires very strong language to justify the holding that they are even void; and nearly every state holds that its Statute of Frauds does no more than impose an additional evidentiary requirement prerequisite to its enforceability in court. Whenever this is held, it would seem that the Statute should be held to be retroactive, for its affects only the remedy, and not the substantive rights of the parties; but whenever the Statute is held to render such agreements void, it is of course a rule of substantive, not adjective, law, and is not applicable to any contracts made prior to its enactment.

The Statute applies to all express contracts, and to all contracts implied in fact, from the conduct of the parties, in which an executory promise **of the defendant** falls within any one or more of the classes of contracts enumerated. But it ceases to apply as soon as that promise of the defendant has been performed; and of course **never** applies to a suit filed on a contract when the only part of the contract falling within the Statute is the undertaking of the plaintiff. This is so whether plaintiff has performed or not; for if he has performed, the contract is no longer bilateral; and if he has not, he has waived the Statute by suing upon the contract, and a judgment in the suit will of course extinguish (by merger, if plaintiff wins, and by estoppel, if he loses) all the plaintiff's rights in the contract as such.

The statute is inapplicable to all quasi-contracts, for by their very definition they acquire their enforceability by operation of law, and not from the assent of the parties. In fact, they are frequently applied even against the express dissent of the defendant; and mutuality is never a legal requisite of such obligations. They are termed contracts only by courtesy, and in order to give the plaintiff the right to sue upon them in a contract action. The statute is also inapplicable to obligations created by statute, even though the law requires them to be written and signed by the parties, or at least by the obligor; for although the written instrument usually in itself constitutes a sufficient memorandum, it does not always do so (for instance, in such jurisdictions as require the consideration, or

mutuality, to be recited); and in any event, the obligor is bound because he has signed at the behest of the law itself, and not because induced to do so by the obligee.

The statute is almost always held to be a procedural, and not a substantive, requirement. A claim that it applies, and that plaintiff has not shown that the contract complies with it, is in all such cases a technical defense, and not one going to the merits. When asserted by a defendant who is not estopped from asserting it, the statute merely bars plaintiff's remedy. **Plaintiff loses because he has not properly proven his right, not because it does not exist.** It may be asserted by a defendant whenever the plaintiff, in any form of civil action, must (allege and) prove, as a substantive part of his cause of action, a verbal executory promise by defendant falling within the statute; and the proper assertion by defendant of the statute as a special defense imposes on plaintiff the burden of proving compliance with the statute. If plaintiff cannot do this, he loses.

A defendant cannot set up a verbal promise by plaintiff falling within the statute, as a defense, set-off, or counterclaim to a suit by plaintiff on a contract not within the statute. In other words, contracts falling within the statute, and not complying with it, cannot be made a matter of either demand or defense. But several well considered cases hold, and it would seem to be good law, that a defendant may do so, if his object and purpose in so doing is merely to show that the cause of action sued upon by plaintiff never existed, or that if it did exist, it has since been terminated or discharged. In other words, a prior contract may be discharged by being replaced, by way of substitution or novation, by a subsequent contract, although the latter be unenforceable because within the statute.

Except where the statute renders such contracts void, the law is definitely settled that if applicable it is a matter of **special defense**, and that the Court will not apply it unless defendant asserts it. The statute, as a defense, is waived by the defendant failing to assert it **in the trial court.** The various means of assertion differ somewhat in different jurisdictions. Sometimes it may be by demurrer. It is always proper to do so by special plea, filed in addition to such pleas as defendant sees fit to interpose on the merits, such as non assumpsit, non est factum, nil debet, etc. However, a mere objection to the introduction of verbal proof thereof, or a motion to direct at the close of plaintiff's case, or of all the evidence, or in arrest of judgment, after verdict for plaintiff, is generally not sufficient. But it cannot be asserted by defendant except in reference to the proof offered by plaintiff of defendant's own executory promise.

Being a personal defense, and in that respect similar to infancy, usury, etc., it can be asserted only by the promisor, or by those in privity with him, i.e., his assignees, grantees, heirs, or personal representatives. No principle under this subject is more firmly fixed than that the statute cannot be asserted by a third party. This is a logical and necessary corollary of the preceding rules, for the reason that the maker of the promise should be left free to assert or waive the statute, as he sees fit. In other words, it is nothing with which outsiders should be permitted to concern themselves, or by which outsiders should be permitted to benefit. Under certain circumstances of estoppel hereinafter outlined, the court will sometimes refuse to permit a promisor to **assert** the statute as a defense, even though it is **clearly** applicable.

Care should be exercised to distinguish between (1) performance that renders the statute inapplicable, (2) performance that complies with the statute, and (3) performance that impels the courts to refuse to permit the promisor to interpose the statute as a defense. (1) Of course full performance of the contract avoids the statute entirely. And "by the same token," full performance of that part of the contract which was originally within the statute also avoids it. The reason in each case is, that the statute is aimed only at executory contracts, i.e., at unperformed promises, of the kinds enumerated. The very language of the statute: "no action shall be brought * * * whereby to charge * * * the defendant * * * upon any promise" makes this clear. (2) Most statutes as to the sale of goods (even in England, where the old statute has been superseded by the well-known Sale of Goods Act of 1893) render such contracts voidable only, and not void, and in all such jurisdictions, part performance by either party (i.e., a part payment by buyer, or part delivery by the seller) is just as satisfactory a **compliance** as a memo, **and is expressly made an alternative method of compliance.**

(3) But with these two exceptions, it should be clearly understood that **no performance by plaintiff, partial or complete, and no partial performance by defendant,** is such a compliance with the statute as will prevent it from still being applicable to the remaining promise, if the statute originally applied thereto. In other words, a defendant may perform part of his promise of guaranty, or part of his promise made in consideration of marriage (even though such part performance be celebration of the marriage ceremony), or part of his promise not to be performed within one year, or part of his promise to convey lands, without thereby so satisfying the statute that it is not applicable to his obligation to perform the balance. Two important and substantially different rules of law are so available to the promisee in such cases that the foregoing principle, as such, may be said to be unqualified. These two principles, constituting a real "first aid to the injured," are, respectively, quasi-contract and equitable estoppel, or constructive fraud.

It is a rule of substantive law, and of very general application, that whenever one person has willingly or unwillingly conferred upon another a benefit without compensation, and under circumstances negativing gratuity, which benefit defendant still enjoys and retains, and which it is unfair for the latter to retain without paying for, the law holds him bound to make reasonable compensation therefor, and imputes to him an obligation to pay the former. Among other instances in which this principle is applied are those where the benefit was conferred under a contract originally unenforceable (e.g., within the Statute of Frauds) as well as where the express contract though originally enforceable, has become unenforceable because of such events as subsequent illegality or subsequent impossibility. And so, if any plaintiff has, in performance of an express contract between himself and defendant, conferred benefits upon the defendant which defendant retains but has not paid for and which he should pay for but refuses to pay for, and if defendant has, or can, successfully assert the Statute of Frauds as a defense to suit on the express contract, such plaintiff may, upon filing a suit, or additional counts, based on quasi-contract, compel the defendant to pay the reasonable value of such benefit. A defendant cannot assert the statute as a defense to such a suit, for the statute does not apply to such obligations, as heretofore mentioned. This remedy is adequate for the recovery of money paid, services rendered, and other similar benefits conferred in promises other than sales of goods, to which it does not apply because the conferring of any benefit in such cases could be done only by part performance, which would be a compliance with the statute and would deprive defendant of that defense in a suit on the express contract.

Volumes have been written on the principle of estoppel, and innumerable cases have turned upon the application of this salutary and wholesome doctrine. It is a doctrine not limited to courts of equity. A **mere** refusal by a defendant to perform his verbal promise that falls within the statute and has not complied with it, is, **per se** insufficient to justify the court in holding him estopped from asserting the statute as a defense to a suit on the express contract. Otherwise the statute could be rendered nugatory in any given case. And a court will not invoke estoppel when plaintiff, although defeated in a suit on the express contract, has an adequate remedy on quasi-contract. But it occasionally happens that even a quasi-contract action will not afford a proper remedy; in fact, sometimes it appears that a quasi-contract action will not lie, e.g., in cases where the damage done to the plaintiff is not that he has conferred benefits on defendant, but that he has lost profits from performance offered but not accepted.

Estoppel in pais, namely, equitable estoppel, or estoppel by conduct (or constructive fraud, if you prefer the term) exists whenever a defendant, by his previous acts or conduct, has induced the plaintiff, in reasonable reliance thereon, so to act or forbear in performing or preparing to perform a contract unenforceable against the defendant because of the statute, that by so doing plaintiff has lost rights **other than those created by the contract in question,** or has otherwise so changed or altered his position that he cannot be restored to the position and rights he possessed at the time of the creation of the contract. Of course it should appear that defendant requested plaintiff so to act, or at least knew, or should reasonably have known, that plaintiff would do so. If a plaintiff has been irretrievably prejudiced under these circumstances, the court will hold defendant estopped from asserting the statute as a defense, and plaintiff may proceed against defendant on the merit

of the express contract. On principle, this doctrine of estoppel is applicable to any class of contract falling within the statute, and except as to lands, it may arise even though neither plaintiff nor defendant has made any part performance. The doctrine of estoppel and the remedy of quasi-contract are mutually exclusive, estoppel being invoked only in suits on the express contract, while quasi-contract actions are not brought on the express contract. And estoppel will not be invoked if plaintiff's rights consist merely of a claim for benefits conferred, for in such cases a quasi-contract action will afford sufficient relief. But courts of equity may nevertheless grant specific performance in land contracts.

It remains to mention the practical application of estoppel to the particular kinds of contracts falling within the statute.

(1) It is inapplicable to all cases of sales of goods; for it would seem impossible to have elements of prejudicial change of position. Goods or materials contracted for by a seller in and about performance may be sold on the market, if indeed the seller has not an opportunity to cancel his order; or they may be used by him in performing other pending contracts.

(2) It is inapplicable to promises of guaranty, at least unless plaintiff in reliance thereon has to the knowledge of the defendant surrendered all or some of his rights against the principal debtor. In the absence of such facts, there is no prejudicial or irretrievable change of position. Plaintiff is no better off, but on the other hand he is no worse off. He has lost only his rights against the guarantor. That is not enough to constitute grounds of estoppel.

(3) The doctrine of estoppel is not invoked in contracts within the so-called marriage clause. Although plaintiff may have married in reliance on defendant's promise, neither will the marriage be dissolved nor will damages be assessed for a breach of the verbal promise of the defendant to convey or deliver money or property. The public policy recognizing marriage as not only a contract, but also a status, and frowning upon the acquisition of property rights as a primary motive or inducement of marriage, is probably the reason for this attitude of the courts. Of course, if the subject-matter is real property, the circumstances may be such that specific performance is justified, and if so, that relief will be granted in equity although marriage was the consideration for the promise.

(4) Estoppel is applicable, under proper facts, to contracts not to be performed within the space of one year from the time of the making thereof, where plaintiff's claim is based on something other than merely services rendered thereunder, and not paid for. For the latter, of course, quasi-contract affords sufficient remedy. But if, for example, as in Seymour vs. Oelrichs (156 Cal. 782; 106 Pac. 88; 134 Am. St. Rep. 154) the claim is for compensation for services not yet rendered, and if plaintiff shows that he has lost valuable rights, at the request of and to the knowledge of defendant in resigning permanent employment elsewhere in order to be in a position to perform a verbal ten-year employment by defendant, defendant is clearly estopped.

A careful perusal of the opinion in the Seymour case above cited, and of the authorities therein referred to, is recommended. It will be noted that in many cases the grounds for invoking the rule, and for overruling defendant's assertion of the statute, are called fraud rather than estoppel. It should be borne in mind that the court is referring to constructive rather than actual fraud. Of course a defrauder, in the real sense of the term, is estopped, under facts that have caused plaintiff to be prejudiced in the manner above outlined; but in cases involving the problem as to whether the defense of the statute should be overruled, the courts are not concerned with the defendant's intention, but with the results that have followed, and been caused by, his conduct. And so a defendant will be precluded from asserting that defense despite his entire innocence of any tortious or fraudulent intent, and despite the fact that his conduct may have been merely the making of a promise, or the statement of a future fact, or without any intent to deceive, even though such act would clearly fall short of actionable, tortious fraud. It would seem better therefore to describe all instances in which the courts refuse to permit the statute to be asserted, although not complied with, as cases of estoppel, or to call them cases of constructive fraud.

(5) Promises to sell, exchange, devise, and give land are all within the statute, and are fruitful sources of litigation. They are the most frequent instances of the application of estoppel or constructive fraud. The typical facts are, of course, that the promisor refuses to deliver the promised deed; and that the

promisee desires the land, rather than a refund of the purchase price or other consideration which he has furnished. The courts of equity take cognizance of the fact that although plaintiff can be compensated in a quasi-contract action, yet it is not always fair to compel a buyer of land to be satisfied with restoration to status quo; and so, courts of equity will grant specific performance upon proof of these facts: 1st, clear and convincing proof of a verbal promise by defendant to convey the land in question to the complainant; and, delivery of possession by defendant to complainant, pursuant to and in recognition of his verbal promise; 3rd, payment or tender of the purchase price, or (in cases of promises to give or devise the land), the making of valuable improvements by complainant after possession taken. In practical application of the well-known saying that actions speak louder than words, the court of equity will always say, that any conduct is fraud which results in defrauding another, regardless of the presence or absence of intent to deceive or other improper ulterior motive; that such results always offend a court of good conscience; and that if such a court can prevent such results by depriving a defendant of a mere technical and procedural defense and ordering him to proceed to perform, it will do so unhesitatingly when the circumstances appeal so strongly to fairness and equity. The elasticity of the doctrine of estoppel or constructive fraud, particularly in courts of equity, is well demonstrated by this attitude of courts of verbal promises to convey land. It is explained, of course, by the fact that land is the one commodity on the market in which every article (i.e., every tract of land) is different; that no two tracts of land have exactly the same characteristics; and anyone who goes so far as to give possession and accept the purchase price or induce the promisee to make valuable improvements on the land, believing it to be his, is really guilty of fraud, regardless of the fact that his decision to refuse the deed may not have been conceived until after giving possession. It seems clear that the statement heretofore made, that estoppel will not be invoked when plaintiff can be compensated in quasi-contract, is not closely adhered to by courts of equity in land contracts; for the only classes of land contracts in which the promisee is damaged further than by the conferring of benefits on the promisor would seem to be those in which the promisee moves into physical possession, perhaps with his family, and occupies the land in question as his home or factory or warehouse. But the 3 elements above named cover a range of land contracts much broader in scope.

In conclusion, it should be said that the statute applies to alternative promises, if either alternative is within its scope. Defendant may deliberately elect to do the thing within the statute, and then refuse to perform on the grounds of the applicability of the statute.

If an entire and indivisible or unapportionable consideration supports two promises, one of which is within the statute, the statute is a defense to the whole contract, and defendant cannot be held to either promise. Of course if the consideration is divisible or apportionable, the court will sever the contract into its component parts, and will apply the statute only to that portion of the contract of which the promise is within its scope. But a sale of a bill of goods is within the statute if its aggregate purchase price equals or exceeds the statutory amount, even though it consist of severable items all of which are priced at a sum below the statutory amount.

PROF. WM. G. WOOD.

THE LIBRARY

The Library has recently acquired several important texts and reference books which should be of great value to the student. Among the most noteworthy of these are a complete set of Page on the Law of Contracts, a full set of Wigmore on Evidence, and a complete set of Gray's Cases on Property.

Another very valuable acquisition is a new Quick Search Manual, designed for use in connection with Corpus Juris—Cyc. With the aid of this Manual, the tedious labor involved in a search for cases exactly in point is minimized to a remarkable degree. Students will do well to investigate the possibilities offered by their College Library.

POST GRADUATE NOTES

The Post Graduate students began their work on October 4th with an attendance of eighteen, several of whom have already been admitted to the Bar.

On Monday of each week, Mr. Jackson has charge of what the members of the class call "Thesis Night," on which night four members of the class discuss a particular phase of the subject or topic they have chosen for their thesis. After a member of the class finishes his discussion, the other members of the class test his knowledge of the particular subject by asking him questions. If the member of the class is able to answer the questions asked of him, all well and good, but if he is unable to do so, he always has that good standby, "I expect to go further into that matter in my subsequent discussions."

On Wednesday nights of each week, Dean Burke unravels the law beginning with the Code of Hammurabi and coming down through the ages until at the end of this semester, we expect to complete the course with the Illinois Constitution of 1870, which is now in force. This course is very interesting and instructive, inasmuch as it shows us where our present laws, or at least the most important of them, originated and why such laws were brought into existence.

On Friday night of each week, we again have Mr. Jackson, but this time he instructs us in the practical side of common law pleading. Each week the members of this course prepare some kind of declaration or plea, which declaration or plea sets up some cause of action or defense which is used in the courts every day. Some member is called upon to read his declaration or plea, as the case may be, and after the reading thereof, Mr. Jackson and the class have a general discussion of the points involved, showing the particular person where he has erred in his pleadings and making suggestions to him, and in addition taking into consideration various statutory matters bearing on the particular case.

This course is without a doubt well worthy of any graduate student's time.

J. Bertram Levie, '26.