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NOTRE DAME LAW REPORTER

NOVEMBER, 1921

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UNITED STATES OF AMERICA }
UNIVERSITY OF NOTRE DAME } ss

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NOTRE DAME LAW REPORTER ASSOCIATION
Notre Dame, Indiana.

SUPREME COURT OF NOTRE DAME

TAYLOR VS. BLANCHETT

Affirmed.

No. 11

Broker's Contract—Commission—Procuring Cause of Sale—Purchaser, Ready, Able and Willing—Reserved Right to Revoke—Good Faith—Revocation—Sale Completed by Principal—Construction of Contract.

1. Where, by the terms of a real estate broker's contract, the principal agrees to pay the broker a stipulated commission if he sells certain real estate, or if he procures a purchaser, or if he assists in any way to effect a sale, and such contract expressly reserves to the principal the right at any time to withdraw such land from sale or exchange, if the broker procures a customer, introduces him to the principal, inspects the land and is negotiating for a sale, and then the principal revokes the agency and concludes the sale with such customer without the aid of the broker, the principal is liable for the stipulated commission.

2. In this case the facts and circumstances sustain the inference that the principal did not act in good faith in revoking the agency, but did so to avoid payment of commission.

3. In procuring a customer and negotiating for a sale, the broker is the procuring cause, although the principal revokes the agency and alone concludes the sale with such customer.

4. The fact that the purchaser procured by the broker was ready, able and willing to buy, is conclusively established by the fact that the principal concluded the sale with such purchaser.

5. Where the contract specifies no time limit for the broker's performance a reasonable time is implied. And where the principal revokes the agency and effects a sale with the purchaser procured by the broker and with whom the broker has begun negotiations, the principal cannot claim that the contract was not performed within a reasonable time.

6. Where the principal by the terms of his contract agrees to pay the broker a commission (1) if he sells the property, or (2) if he finds a purchaser, or (3) if he assists in any way to effect a sale, the broker is entitled to the commission if he performs any one of the considerations enumerated.

Henry W. Fritz, Edmund J. Meagher and George M. Witteried for appellant.

William S. Allen, Frank Francescovich and Frank Coughlin, for appellee.

VULPILLAT, J. The appellee, Earnest M. Blanchett, brought action in special assumpsit on a real estate broker's contract to recover two hundred dollars commission alleged to have been earned under that contract on account of the sale of appellant's farm. The second and third counts of declaration upon which the case was tried are founded upon the following written contract between the parties:

"This agreement, made and entered into this first day of September, 1920, witnesseth, that Albert B. Taylor of St. Joseph County, Indiana, has this day placed with Earnest M. Blanchett of South Bend, Indiana, a real estate agent, for sale or exchange the following described property (description) containing in all two hundred acres.

"The said Taylor agrees to pay to said Blanchett One Dollar per acre of said real estate commission out of the first funds received in payment on account of such sale or on the exchange of said property in case a purchaser is found, or said property is sold or exchanged through said Blanchett or through his influence, or if he assists in any way in the sale or exchange of said property.

"The said Albert B. Taylor reserves the right to withdraw said property from sale or exchange at any time by giving ten days notice in writing, and this agreement to re-

Special assumpsit action in the Notre Dame Circuit Court by Earnest M. Blanchett against Albert B. Taylor. From a judgment for the plaintiff the defendant appeals.

main in full force until such notice is given and expires.

"It is further agreed that if said Albert B. Taylor shall secure a purchaser without the aid or assistance of said Earnest M. Blanchett, while the property is still in his hands under this contract, said Blanchett is not to receive any compensation for his services rendered. (Signed)

"Albert B. Taylor,

"Earnest M. Blanchett."

To the declaration, the appellant, Taylor, filed plea in two counts: the general issue traverse, and a confession and avoidance plea avering that the defendant, in accordance with his contract, terminated the agency in good faith, serving the plaintiff with written notice of revocation for ten days, and thereafter, without the aid of plaintiff, himself disposed of his farm. Upon these issues the case was submitted to the court for trial, a jury being waived. The court found for the plaintiff and rendered judgment accordingly. A motion for a new trial was overruled and this appeal perfected.

The errors assigned for reversal of the judgment are the overruling of the motion for a new trial; that the judgment is contrary to the evidence, is not supported by sufficient evidence, and is contrary to law. The court is not disposed to consider the assigned errors based on the evidence. The trial court considered the evidence in arriving at the finding, and again considered the sufficiency of the evidence to sustain that finding when ruling on the motion for a new trial. It is not the province of the appellate court to consider the evidence *de novo* with a view to substituting its finding for that of the trial court. And it is only upon a clear showing that the evi-

dence is contrary to the finding or that it is insufficient to support it that an appellate court would be warranted in disturbing the trial court's finding or the jury's verdict. Duff-Pioneer Stock Powder Co. vs. Kóontz, Notre Dame Law Reporter, Nov., 1920, pg. 2. Furthermore, the appellant does not sufficiently set forth and discuss in his brief the record evidence to present the errors assigned thereon, and these assignments must therefore be regarded as waived under the rule of court.

The theory upon which the appellant seeks to prevail on this appeal is that set out in his confession and avoidance plea, namely: that because appellee had not effected a sale of the real estate before appellant in good faith exercised his stipulated right to terminate the agency, appellee is entitled to no commission. This involves two propositions: (1) that appellant acted in good faith in revoking appellee's agency, and (2) that appellee had not earned his commission under his contract beyond the power of the appellant by good faith revocation to avoid liability therefor.

The general power of the principal at any time to revoke his agent's authority is not questioned. The principal has the right to revoke the agency at any time before the broker finds a customer ready, able and willing to buy upon the principal's terms. Young vs. Trainor, 158 Ill. 428-42 N. E. 139; Provident Trust Co. vs. Darrough, 168 Ind. 29-78 N. E. 1030; Benton vs. Brown, 145 Iowa 604-124 N. W. 815; West vs. Demme, 128 Mich. II-87 N. W. 95; Donovan vs. Weed, 182 N. Y. 43-74 N. E. 563 And a broker is not ordinarily entitled to a commission for a sale made by the principal after the principal

has in good faith revoked the agency, even if the sale be to the very person with whom the broker has been negotiating. *Sibbald vs. Bethlehem Iron Co.*, 83 N. Y. 378-38 Am. Rep. 441; *Alden vs. Erl*, 121 N. Y. 688-24 N. E. 705; *Neal vs. Lehman*, 11 Tex. C. A. 461-34 S. W. 153; *Earnest vs. Cahill*, 166 Cal. 493-137 Pac. 256; *Blogett vs. Sioux City R. Co.*, 63 Iowa 606-19 N. W. 799; *Stedman vs. Richardson*, 100 Ky. 79-37 S. W. 259; *Staehlin vs. Kramer*, 118 Mo. App. 329-94 S. W. 785. But the principal, in revoking such agency, must act in good faith and not merely for the purpose of avoiding liability to the broker for commission. *Uphoff vs. Ulrich*, 2 Ill. App. 399; *O'Connell vs. Casey*, 206 Mass. 520-92 N. E. 804; *Friedenwald vs. Welch*, 174 Mich. 399-140. N. W. 564; *Bowe vs. Cage*, 132 Wis. 441-112 N. W. 469-12 L. R. A. (NS) 265; *White vs. Hollman*, (Texas C. A.) 180 S. W. 286; *Branch vs. Moore*, 84 Ark. 462-105 S. W. 1178-120 Am. St. Rep. 78.

The proposition that appellant acted in good faith in revoking appellee's agency, and not merely to avoid payment of commission, presents an issue of fact which was determined adversely to appellant by the trial court. But appellant earnestly maintains that there is no evidence of bad faith in the record, and that his own testimony establishes his good faith. In such cases as this the fact of good or bad faith of the principal in revoking the agency must be determined almost wholly by inference from the facts and circumstances proven in the case. The facts of appellant's case tend strongly to sustain the inference that appellant's revocation of appellee's agency was not made in good faith but was made to avoid payment of commission to

appellee under the contract. Courts have sustained such inference upon fewer facts than appear in appellant's case. In *Cadigan vs. Crabtree*, 179 Mass 474-61 N. E. 37-88 Am. St. Rep. 397-55 L. R. A. 77, the court said: "It perhaps might be assumed that a broker's authority is revoked in bad faith where negotiations had been carried on by the broker for his principal and had progressed so far that he was found to be the efficient cause in fact (as in appellant's case) of a trade subsequently struck between the principal and customr." To the same effect is the decision of the court in the case of *Dodge vs. Childers*, 167 Mo. App. 448-151 S. W. 749.

Appellant testified that the purchaser, procured by the appellee and with whom the appellee had negotiated the terms of sale upon which appellant, after revoking the agency, closed the deal, had refused to conclude such sale through the appellee as agent. This could furnish no legal excuse for revocation of the agency and avoidance of liability for commission under the contract. In a similar case the Texas Civil Court of Appeals declared that bad faith or intent of the principal to defeat the broker's right to a commission may be inferred from the fact that the parties took the matter up directly with each other, when both knew the efforts of the broker to effect a sale, and from the further fact that the purchaser had previously made an effort to eliminate the broker. *Anderson vs. Crow*, 151 S. W. 1080. We cannot disturb the finding of the trial court on the issue of appellant's alleged good faith revocation of appellee's agency.

Even if it were conceded that appellant acted in good faith in revoking the agency, we are of opinion

that appellee's commission had been earned under his contract so as to be wholly unaffected by such revocation. To have avoided liability for commission appellant must not only have acted in good faith in the revocation of appellee's agency but he must have notified appellee of such revocation before he had performed his contract. *Bash vs. Hill*, 62 Ill. 216; *Stiewell vs. Lally*, 89 Ark. 195-115 S. W. 1134; *Clements vs. Stapleton*, 136 Iowa 137-113 N. W. 546. Where the principal terminates the agency after the broker has found a person ready, able and willing to buy on terms acceptable to the principal, the broker is entitled to his commission, especially where the principal subsequently sells the property to such person. *Weisels-Gerhart Real Estate Co., vs. Epstein*, 157 Mo. App. 101-137 S. W. 326; *New Kanawaha Coal Co., vs. Wright*, 163 Ind. 529-72 N. E. 550; *Reishus-Reme Land Co. vs. Berner*, 91 Minn. 401-98 N. W. 186; *Day vs. Porter*, 161 Ill. 235-43 N. E. 1073; *Birdsell vs. Fraenzel*, 154 Wis. 48-142 N. W. 274; *Smith vs. Plant*, 216 Mass. 91-103 N. E. 58; *McGovern vs. Bennett*, 146 Mich. 558-109 N. W. 1055; *Maddox vs. Harding*, 91 Nebr. 292-135 N. W. 1019.

In general there are three different methods for earning a commission as a real estate broker: (1) by effecting a binding contract of sale for the principal under authority to the broker to make a sale; (2) by producing a purchaser to whom a sale is in fact made; (3) by producing a purchaser ready, able and willing to buy on terms specified in the broker's contract or acceptable to the principal. *McDermott vs. Mahony*, 139 Iowa, 292-115 N. W. 32-116 N. W. 788; *Godfrey vs. Weisner*, 169 Cal. 667-147 Pac. 952. In appellant's

case the appellee procured the purchaser to whom appellant sold his farm. Appellee was the procuring cause of the sale, notwithstanding the appellant concluded the transaction himself without the further aid of appellee. A broker may be the procuring cause of the sale whether he concludes the transaction in the principal's behalf or the principal does so himself. *Doran vs. Bussard*, 18 N. N. App. 36-45 N. Y. Sup. 387; *Loud vs. Hall*, 106 Mass. 404; *Lewis vs. McDonald*, 83 Nebr. 694-120 N. W. 207; *Jennings vs. Trummer*, 52 Oreg. 149-96 Pac. 874-132 Am. St. Rep. 680-23 L. R. A. (NS) 164. "Where the parties are brought together as a result of the broker's efforts, and a sale, lease or exchange results, the broker becomes entitled to a commission, although he is not present during the negotiations following the introduction or takes no part therein." 9 *Corpus Juris* 615, Sec. 97, note 25; *Tucker vs. Hawley*, 23 Cal. A. 460-138 Pac. 358; *Tonkin-Clark Realty Co. vs. Hedges*, 24 Idaho 304-133 Pac. 669; *Henry vs. Stewart*, 185 Ill. 448-57 N. E. 190; *Hafner vs. Herron*, 165 Ill. 242-46 N. E. 211; *Gouge vs. Hoyt*, 127 Iowa 340-101 N. W. 463; *Douville vs. Comstock*, 110 Mich. 693-69 N. W. 79; *Willard vs. Wright*, 203 Mass. 406-89 N. E. 559; *Burdon vs. Briquetet*, 125 Wis. 341-104 N. W. 83; *Wolverton vs. Tuttle*, 51 Oreg. 501-94 Pac. 961.

That the purchaser procured by the appellee was ready, able and willing to buy is conclusively established by the fact that he actually bought upon terms negotiated by appellee and accepted by appellant. *Coffman vs. Dyas Realty Co.* 176 Mo. App. 692-159 S. W. 842; *Handley vs. Shaffer*, 177 Ala. 636-59 So. 286; *Ketcham vs. Alexander*, 160 Iowa 455-142 N.

W. 62; *Hutchinson vs Plant*, 218 Mass. 148-105 N.E. 1017; *Schlegel vs. Fuller*, (Okla.) 149 Pac. 1118. Where such sale is concluded by the principal or upon report by the broker to the principal is confirmed, it is not necessary to prove that the purchaser was ready, able and willing to buy. *Kolp vs. Brazer*, (Tex. Civ. A.) 161 S. W. 899; *Stoutenburg vs Evans*, 142 Iowa 239-120 N. W. 59.

If it be a fact that the purchaser was unwilling to conclude the sale through the appellee, this is no evidence of unwillingness to purchase appellant's land. That the purchaser procured by appellee was willing to purchase the land is clearly established by the evidence that he accompanied appellee to the appellant's farm and with him made an inspection thereof with a view to purchasing; that he was introduced to appellant by appellee; that he entered into negotiations with the appellee and virtually agreed to the terms of purchase upon which appellant himself subsequently effected the sale. Unwillingness of the purchaser in this case, if any, went to the matter of concluding the sale through the appellee and not at all to the matter of purchasing appellant's farm. But this is not the element of willingness that, in contemplation of law, makes a principal liable to a broker who procures a purchaser, ready, able and willing to buy. Neither the principal nor the customer can break off negotiations and defeat the broker's right to a commission by concluding the transaction without his aid, after the broker has found a customer and begun negotiations under his contract, 9 *Corpus Juris* 619, Sec. 99; *Church vs. Dunham*, 14 *Idaho* 776-96 Pac. 203; *Rigdon vs. Move*, 226 Ill. 382-80 N. E. 901; *Gibson vs.*

Hunt, (Iowa) 94 N. W. 277; *Treacy vs. Gilman*, 161 Ky. 513-171 S. W. 153; *Malcoon vs Barrett*, 192 Mass. 552-78 N. E. 560; *Hubbard vs. Leiter*, 145 Mich. 387-108 N. W. 735.

The case of *Fultz vs. Weimer*, 34 Kan. 576-9 Pac. 316, cited and stressed by appellant, gives no support whatever to appellant's case. The following decisions of the Supreme Court of Kansas sustain the right of the appellee to recover commission from appellant under their contract: *Morros vs. Francis*, 75 Kan. 58-16 Am. St. Rep. 512; *Stephens vs. Scott*, 43 Kan. 285-23 Pac. 555; *Putnam vs. King*, 96 Kan. 109-150 Pac. 559; *Beaughers vs. Clark*, 81 Kan. 250-106 Pac. 39-27 L. R. A. (NS) 198. The *Fultz vs. Weimer* decision merely supports the proposition that where the parties stipulate that an agency to sell real estate is limited to a definite period, the contract terminates at the expiration of that time, leaving the principal free to negotiate a sale to anyone, even to the person with whom the broker negotiated. This is for the reason that the broker contracted to sell the land, and to do so in sixty days. He did neither and his contract terminated by its own terms. In appellant's case appellee did not contract to sell the land for his commission, nor does the contract specify any limit of time within which performance must be made. In such case a reasonable time is implied. *Geiger vs. Keiser*, 47 Colo. 297-107 Pac. 267; *Harris vs. Moore*, 134 Iowa, 704-112 N. W. 164. In the case of *Burd vs. Webster* 128 Wis. 118-107 N. W. 23, a delay of four months was held reasonable. Where the broker finds a purchaser and is negotiating with him for a sale, and the principal himself completes the transaction, such principal cannot

claim that the sale was not negotiated within a reasonable time. *Morgan vs. Keller*, 194 Mo. 663-92 S. W. 75; *Moore vs. Boehm*, 45 Misc. 622-91 N. Y. Sup. 125.

In the *Fultz vs. Weimer* case the principal contracted to pay a commission upon the sole consideration that the broker sell the real estate; the appellant, however, by the express terms of his contract agrees to pay appellee the stipulated commission upon any one of three considerations, (1) the sale or exchange of the property, (2) for finding a purchaser, and (3) for assisting in any way to effect a sale or exchange. Both the second and third considerations were furnished before appellant attempted to revoke the agency, and, as we have seen, appellee is entitled to credit for the sale negotiated by him but completed by appellant himself. If appellee did any one of the things he contracted to do he is entitled to his commission. *Walker Mfg. Co., vs. Knox*, 136 Fed. 334; *Sill vs. Caschi*, 167 Cal. 698-140 Pac. 949; *Bartow vs. Parsons Pulp Co.* 208 Mass. 232-94 N. E. 312. And the revocation of his agency did not affect his right to recover for the services rendered in the transaction ultimately completed by appellant. *Smith vs. Anderson*, 2 Idaho 537-21 Pac. 4121; *Martin vs. Holly*, 104 N. C. 36-10 S. E. 83; *New Kanawha Coal Co. vs. Wright*, 163 Ind. 529-72 N. E. 550; *Mechem on Agency*, 63.

The contract in appellant's case as firmly establishes his liability to pay the appellee the commission which he earned, as did the contract in the *Fultz vs. Weimer* case exonerate the principal from liability for commission which the broker did not earn. The principle of that case is that where the contract by its express

terms determines the rights and liabilities of the contracting parties, such contract is conclusive upon both principal and broker; and that principle must be applied against appellant in this case. Appellant's contract is impossible of such a construction as would enable him to defeat appellee's right to a commission upon the mere arbitrary exercise of appellant's reserved right to revoke the agency at any time.

The trial court's finding is fully sustained by the evidence and is in complete accord with the law; and this sustains the ruling of the court on the motion for a new trial. Finding no error in the record, the lower court's judgment is in all things affirmed.

DAVENPORT* vs. REILLY

No. 12

Tort—Negligence—Civil Action for Damages—Violation of City Ordinances Contributory Negligence—Efficient Cause or Condition—Proximate Cause—Instruction Construed and Sustained.

1. Although R. parks his limousine at the street curb in violation of the city ordinance, he is entitled to recover the damages caused by the negligence of D. in driving his car into the limousine, unless the parking of the limousine actually contributes as a proximate cause to effect the damage.

2. If the conduct or omission constituting a violation of a statute or ordinance is part of the *res gestae* or transaction complained of, such conduct or omission is negligence per se, as a matter of law, and the court should so instruct the jury.

3. Negligent acts amounting to a violation of a city ordinance held to be a mere condition and not an efficient or proximate cause for the damage, and therefore not constituting contributory negligence in bar of plaintiff's right of action.

Civil action for damages to plaintiff's limousine on account of the alleged willful and negligent conduct of defendant. From a judgment for plaintiff defendant appeals. *Affirmed.*

John J. Buckley and Franklyn E. Miller or appellant.

Bernard Vincent Pater and Aaron H. Huguenard for appellee.

VURPILLAT, J. This is a civil action in which the plaintiff recovered a judgment against the defendant for \$650 damages alleged to have sustained through the negligent and willful conduct of the plaintiff in driving his automobile into the limousine of the plaintiff while said limousine was parked at the curbing in Michigan Street in the city of South Bend, Indiana. Plaintiff's complaint is in two paragraphs; the first based on the theory that the damage was caused by the defendant in carelessly and negligently operating and driving his automobile at and against the limousine of the plaintiff while such limousine was parked in the street named, and without the fault or negligence of plaintiff; the second paragraph alleges that the defendant wantonly and willfully drove his car into the limousine of plaintiff. The defendant answered in general denial to each of these paragraphs of complaint, and upon the issues so formed the case was submitted to a jury for trial. The jury returned a verdict for the plaintiff in the sum of \$650. Motion for new trial on the alleged ground of erroneous instructions and that the verdict is contrary to the law and the evidence was overruled. Judgment was then entered on the verdict and this appeal taken.

Appellant assigns as error the overruling of the motion for a new trial, and that the verdict and judgment are contrary to the law and the evidence. As a reason why a new trial should be granted it is contended that the court's instruction number nine, given to the jury of the court's own motion, is erroneous.

The instructions are properly in the record and the particular instruction complained of is as follows:

"It has been admitted that at the time of the collision complained of the plaintiff's limousine was parked in violation of a city ordinance of the City of South Bend. The defendant contends that this constitutes contributory negligence on the part of the plaintiff which precludes recovery. Upon this issue the court instructs you that, if you find it to be a fact that the plaintiff's limousine was actually parked in violation of the city ordinance, this would in law constitute negligence *per se.*, but the court instructs you that that fact alone does not constitute contributory negligence and bar plaintiff's right to recover for the damages caused proximately by the negligence of the defendant, if such is found, but, notwithstanding such unlawful parking of the car, it still would remain for the jury to determine from a preponderance of the evidence whether such negligent parking of the car also proximately contributed to cause the damages alleged. And in determining whether such negligent parking of plaintiff's car was a contributing proximate cause with that of defendant's alleged negligence, you should apply the rule already stated as to what is proximate cause for injury or damage. Was the alleged illegal parking of plaintiff's car, in itself, an efficient cause for the collision, actually causing or contributing to cause proximately the damage complained of; or was it a mere condition not capable of being an efficient cause, or not necessarily nor proximately contributing as a cause to produce the damage alleged to be due solely to the negligence of the defendant. If the illegal parking of the

car was a mere condition, or if it was not a proximate cause, then your verdict should be for the plaintiff, notwithstanding such illegal parking of the car, providing you find that the damage was due to the defendant's negligence as alleged. If you should find that the car as illegally parked did in fact contribute as a proximate cause to produce the damage complained of, then your verdict should be for the defendant."

It is well settled as an abstract proposition of law that the violation of a city ordinance, no less than of a statute, may constitute negligence *per se*, or as a matter of law. Butz vs. Cavanaugh, 137 Mo. 503-38 S. W. 1104-59 Am. St. Rep. 504; Smith vs. Milwaukee Bldrs' Exch., 91 Wis. 360-64 N. W. 1041-51 Am. St. Rep. 912-30 L. R. A. 504; Louisville etc. R. Co., vs. Davis, 7 Ind. App. 222-33 N. E. 451; Wabash R. Co. vs. Kamradt, 109 Ill. App. 203. And the violation of a city ordinance by the injured party may constitute contributory negligence in bar of recovery. Boshart vs. Little, 59 Conn. 1-21 Atl. 925-11 L. R. A. 33; Weller vs. Chicago etc. R. Co., 120 Mo. 635-23 S. W. 1061-25 S. W. 532. It must appear, however, that the acts or omissions which constitute a violation of the ordinance are part of the *res gestae* or transaction of the case, that is, enter into the negligence or contributory negligence alleged to have caused the damage. Ubelman vs. American Ice Co., 209 Pa. St. 398-58 Atl. 849. In this case the parking of plaintiff's limousine is alleged not only to have been in violation of the city ordinance but also to have constituted such negligence as contributed proximately to cause the damage sustained. It was therefore the duty of the court to instruct the jury, as was done, that

plaintiff's parking of his limousine, if found to be inviolation of the city ordinance, was negligence *per se*. Lloyd vs. Pugh, 158 Wis. 441, 149 N. W. 150; Smith vs. M. B. & T. E., 91 Wis., 360, 64 N. W. 1041, 30 L. R. A. 504, 51 A. M. St. Rep. 912.

But, as stated by the court in the instruction, the fact of parking the car at the street curb in such manner as to be in violation of the city ordinance, and *per se* negligence on the part of the plaintiff, was not sufficient of itself to constitute contributory negligence in bar of plaintiff's right of recovery, for, notwithstanding such negligent and unlawful parking of the car, it still would remain for the jury to determine from a preponderance of the evidence that such negligent parking of the car proximately contributed to cause the damage. Steele vs. Burkhardt, 104 Mass. 59, 6 Am. Rep. 191, where a wagon parked in violation of an ordinance held not proximate cause; Railroad Co. vs. Buck, 116 Ind. 566, 19 N. E. 453; Tacket vs. Taylor, 123 Iowa 149, 98 N. W. 730; Southwick vs. Hall, etc. Co., 59 Conn. 261, 21 Atl. 924, 21 Am. St. Rep. 104, 12 L. R. A. 279; Flynn vs. San Francisco R. Co., 40 Cal. 14, 6 Am. Rep. 695.

The court further instructed the jury that, in determining whether the negligent parking of plaintiff's car was a contributing proximate cause with that of defendant's alleged negligence, they should apply the rule already stated as to what was proximate cause as applied to defendant's negligence. This rule was correctly stated in the instruction referred to. Indeed, no complaint is made of such instruction. In applying the same test to both parties for determining whether the negligence of each was a proximate or remote cause of

the damage, the trial court committed no error. As said in one case "plaintiff's (contributory) negligence must be the proximate cause in the same sense in which the defendant's negligence must have been a proximate cause in order to give him a right of action." *Rider vs. Syracuse Rapid Tr. Co.*, 171 N. Y. 139, 63 N. E. 836, 58 L. R. A. 125; *Boyce vs. Wilbur Lmbr. Co.*, 119 Wis 642, 97 N. W. 563.

The instruction was also correct in directing the jury to return a verdict for the plaintiff, if they found the alleged illegal parking of plaintiff's limousine was in itself a mere condition and not capable of being an efficient cause, or not contributing proximately to cause the damage, providing they found such damage to be due solely to the defendant's alleged negligence; but that the verdict should be for the defendant if the jury should find that the plaintiff's limousine as illegally parked did contribute as a proximate cause to the alleged damage. No injured party may recover damages where his own illegal or wrongful act is necessarily involved in the proof of his own case; such, for instance, as a plaintiff's own trespass or contributory negligence. *Oates vs. Metropolitan St. R. Co.*, 168 Mo. 535, 68 S. W. 906, 58 L. R. A. 447; *Bittner vs. Tract. Co.*, 23 Ohio Cir. Ct. (NS.) 604; *Evansville etc. R. Co. vs. Duncan*, 28 Ind. 441, 92 Am. Dec. 322; *Hasper vs. Kopp*, 24 Ky. L. Rep. 2342 73 S. W. 1127; *Lehigh Valley R. Co. vs. Greiner*, 113 Pa. St. 600, 6 Atl. 246. On the other hand, if plaintiff's wrongful or illegal act does not enter into the proof of his case he may recover. *Schultz vs. Paul*, N. D. Law Rep., Apr. 1920, pg. 10; *Cranford vs. Dressler*, N. D. Law Rep. Apr.

1921. pg. 2.

Whether or not the illegal parking of plaintiff's limousine contributed proximately to cause the damage of which plaintiff complained, was a question of fact for the jury to determine. See *Milwaukee & St. P. Ry. Co. vs. Kellog*, 94 U. S. 469, 24 Law Ed. 256; *Schumacher vs. St. P. etc. R. Co.*, 46 Minn. 39. 48 N. W. 559, 12 L. R. A. 257. And we cannot disturb the verdict of the jury on this issue of fact. The trial court refused to do so upon consideration of the motion for a new trial, and the trial court is much better qualified to pass upon issues of fact determined on the trial than is the appellate court.

The instruction complained of is not erroneous in any particular. The verdict is amply supported by the evidence in the record, and the motion for a new trial was therefore properly overruled. We may say, however that we have examined the record particularly with reference to the evidence that might tend to sustain the appellant's contention that plaintiff's negligent and illegal parking of his limousine was a contributing proximate cause of the damage sustained. There is little evidence of the condition of the street at the point where the collision occurred as to its width, narrow or cramped condition, heavy and continuous street car service and general traffic, particularly at the time of the collision, which would operate concurrently with the parked condition of plaintiff's limousine so as to make such negligence of the plaintiff a proximate cause with the negligence of the defendant to occasion the damage sustained.

The verdict and judgment are not contrary to law; there is no error in the record. Judgment is affirmed.

**BRIEF OF HENRY W. FRITZ IN CASE OF
TAYLOR vs. BLANCHETT.**

In the Supreme Court of Notre Dame

Albert B. Taylor, Appellant

vs.

Earnest M. Blanchett, Appellee

NATURE OF ACTION.

This is an appeal brought by Albert B. Taylor against the appellee, Earnest M. Blanchett, from a judgment rendered in favor of the appellee, in the Notre Dame Circuit Court. The appellee as plaintiff, a broker employed by defendant, brought action in special assumpsit to recover from Taylor a commission which he claimed he was entitled to for the sale of a certain tract of land owned by Taylor and sold to one Hardesty. The court entered judgment in the sum of two hundred dollars, (\$200) principle and interest, in favor of the plaintiff and against the defendant from which judgment the defendant prosecutes his appeal to this court.

WHAT THE ISSUES WERE

The issues formed consisted of a declaration in three counts. The defendant filed a general demurrer to the first count which was sustained, and the plaintiff went to trial on the last two counts of his declaration.

The defendant filed an amended plea consisting of two counts: (1) general issue (2) confession and avoidance alleging that the defendant in accordance with the terms of the contract terminated the agency in good faith, serving the plaintiff with a written notice of the discontinuance of the agency. The trial was had, both parties waiving the right to a trial by jury.

The defendants filed a motion for a new trial on the following

grounds: (1) The finding is contrary to the law; (2) The finding is contrary to the evidence.

Errors relied on for reversal: (1) The judgment is contrary to law. (2) The judgment is contrary to evidence. (3) The judgment appealed from is not supported by sufficient evidence. (4) The court erred in overruling the appellant's motion for a new trial.

**CONDENSED STATEMENT OF
THE EVIDENCE**

The attorneys for Blanchett by the evidence introduced relied wholly upon the fact that their client introduced the purchaser to Taylor and that he was the procuring cause of the sale which was made by Taylor. The plaintiffs first exhibit consisted of the following: (Contract of parties. See Courts opinion *ante*.)

The second exhibit introduced into evidence by the plaintiff consisted of a notice of revocation sent to Blanchett by Taylor revoking his agency dated Sept. 30, 1920. By additional evidence the date of the sale of the land by Taylor to Hardesty was established, namely, October 15, 1920, this being fifteen days after the date that the notice of revocation was delivered to Blanchett.

A. B. Taylor's testimony showed that he was desirous to have the plaintiff effect a sale and that he revoked the agency only when he was convinced that Blanchett would not be able to close the deal. The plaintiffs made no effort and in fact did not show, either by cross examination or by any direct evidence, that Taylor acted in bad faith or revoked the agency merely to defeat Blan-

chett in the collection of his commission.

POINTS AND AUTHORITIES

1. The terms of a contract must govern and courts can only enforce contracts as the parties themselves made them. *Fultz vs. Wimer*, 9 Pac. 316. *Bacon vs. Cobb*, 45 Ill. 47.

2. The broker cannot claim commissions upon a subsequent sale made by his principal, even to the identical individual introduced by him if he cannot show that he brought the parties to an agreement. *Ropes vs. John Rosenfelds Sons*, 79 Pac. 354. *Hay vs. Platt* 66 Hun. 488. *Baker vs. Thomas*, 12 Misc. 432. *Gaty vs. Foster*, 18 Mo. App. 639. *Ames vs. McNally*, 6 Misc. 93. *Wylie vs. Maine Nat'l. Bank*, 61 N. Y. 416.

3. One broker who is unsuccessful in effecting a sale does not become entitled to a commission upon the success of another. *Ward vs. Fletcher*, 124 Mass. 224. *Crook et al vs. Forest et al*. 116 Ala. 375.

A man's authority to a broker to sell his property or to find him a purchaser is revokable at any time. *Donovan vs. Weed*, 182 N. Y. 43-74 N. E. 563. *Chambers vs. Seay*, 73 Ala. 372. *Coffin vs. Landis*, 46 Pa. 426. *Gardner vs. Pierce*, 116 N. Y. Supp. 155.

5. A lack of good faith must be shown on part of principal in the evidence to prevent him from revoking the agency. *Neal vs. Lehman*, 34 S. W. 153. *Fultz vs. Wimer*, 9 Pac. 316. *Sibbald vs. Bethlehem Iron Co.* 38 Am. Rep. 441.

6. The duty of a broker consists in bringing the minds of the vendor and vendee to an agreement. *Barnard vs. Monnot*, 34 Barb. 90. *Pott vs. Turner*, 6 Bing. 702.

7. A broker earns his commissions by making a sale on the terms fixed

by the principal while his authority continues. *Satterthwaite vs. Vreeland*, 3 Hun. 152.

8. A procuring cause, as used in the sense of a real estate broker procuring for a client a purchaser, means the original discovery of the purchaser by the broker, and the starting of the negotiations by him, together with the final closing by or on behalf of his client with the purchaser *through the efforts of the broker*. See "Procuring Cause" Words and Phrases. *Ware vs. Don Passos*, 38 N. Y. Supp. 673.

ARGUMENT

The appellant believes that no more satisfactory general rule can be laid down than to ascertain: (1) What did the broker undertake to do? (2) Has he completed that undertaking within the time and upon the terms stipulated? (3) If not, is the default attributable to his own act or to the interference of the principal.

The plaintiff in this case, under the terms of a written contract, agreed to procure a purchaser for the lands of the defendant. By a purchaser in the law of brokerage is meant one who is ready, willing and able to buy. *Fultz vs Wimer*, 9 Pac. 316. *Dowling vs. Morrill*, 165 Mass. 491. The above two cases are cited for the purpose of establishing one of the essential elements of a purchaser namely that of willingness. The plaintiff did not procure a purchaser who was willing to buy the land for the reason that he failed to reach an agreement with Blanchett as regards the purchase of the property, and after notice of revocation was given to Blanchett he had ten days in which to close the deal which he was unable to do. If Hardesty were willing to buy the land he would

have effected an agreement with Blanchett during this time.

He did not complete the undertaking within the time and upon the terms stipulated. It was stipulated in the contract that the defendant reserved the right to revoke the agency upon a ten days written notice. The defendant gave such notice. This fact is admitted by the plaintiff. It has also been proven that the property was sold by defendant five days after the plaintiff's authority was revoked.

The principal did not interfere in any way with Blanchett while he was making negotiations. This fact was never raised during the trial, so it may be disposed of without further comment.

The defendant contends that where there is a contract in writing the contract itself must govern. The contract is complete and is not ambiguous; for this reason it is not necessary that the court interfere with its terms, and those terms as they stand should govern the case.

The celebrated case of *Fultz vs. Wimer*, 9 Pac. 316, analagous to the present case, supports our contention. This action was commenced by the plaintiff G. R. Fultz against the defendant David J. Wimer, to recover the sum of \$65, which the plaintiff claimed was due him from the defendant for services rendered by him in selling the defendant's farm. Fultz who was a real estate agent entered into a written contract with the owner of land (namely, D. J. Wimer) that his farm should be left with him for sale for the term of two months, and that in case of a sale within that time, whether made by the agent, the land owner, or others, the agent is to receive a commission of five per cent. Fultz took one C.

Galli out and showed him Wimer's land, and tried to sell it to him at two different times. Fultz also introduced Galli to Wimer informing him that Galli wanted to buy his farm. Galli agreed to buy the farm during the time allotted Fultz to make the sale but did not actually buy the land until the expiration of that time. The court held: Upon the pleadings, the plaintiff is bound by the special contract. Courts can only enforce contracts as the parties themselves made them. It is doubtless true that Fultz was instrumental in enabling the defendant to sell his land; but as Fultz and Weimer had entered into a written stipulation as to the terms upon which Fultz was entitled to commission, these stipulations must control. Fultz, failed to find or produce a purchaser who was willing to take the farm and pay the money within the time prescribed.

In this case the parties were not brought to an agreement through the efforts of the broker. True Hardesty was introduced to Taylor through the efforts of Blanchett, but this is all that was done by him toward effecting an agreement as all his efforts failed. It is therefore a well established fact in law that the broker cannot claim his commissions on a sale of realty where he has not brought the parties to an agreement even though his principal sells to the same man with which he had been negotiating. A similar situation arose in the case of *Sibbald vs. Bethlehem Iron Co.*, reported in 38 Am. Rep. 441. Here the defendant employed the plaintiff to sell the steel rails of the former's manufacture to the Grand Trunk Ry. Co. Plaintiff negotiated with the Grand Trunk Ry. Co., and during such negotiations was discharged by the defendant.

The defendant knowing of the previous negotiations between plaintiff and aforesaid railway company secured one Evans who later sold steel rails to the railway company. Plaintiff brought suit for his commissions. The ruling of the court was: "That the plaintiff had not made a bargain, he failed to bring buyer and seller to an agreement and therefore is not entitled to his commissions. A broker is never entitled to his commissions for unsuccessful efforts. This is a well established rule. The broker may devote his time and labor, and expend his money with ever so much of devotion to the interest of his employer, and yet if he fails, if without effecting an agreement or accomplishing a bargain, he abandons the effort, or his authority is fairly and in good faith terminated, he gains no right to commissions. And in such event it matters not that after his failure, and the termination of his agency, what he had done proves of use and benefit to the principal."

It is our contention that the principal had the authority to revoke the agency under the terms stipulated in the contract and that such agency was revoked at the time of the sale of the land in controversy and that the agent is not entitled to his commission. In the case of *Donovan vs. Weed* reported in 182 N. Y. 43 and 745 N. E. 563, the New York Court held: "A man's authority to a broker to sell his property or to find him a purchaser is revocable at any time."

It is only logical to assume that had the property been left in the agents hands for an unreasonable length of time there would have been a sale. But is the principal bound to tie up his property in the hands of an agent just because the agent happens to be negotiating with some person and

creating no noticeable results as regards the sale of the property? We think not, and we feel that the learned court will agree with us upon this question. In the case of *McClare vs. Paine* 49 N. Y. 561 also 10 Am. Reports 431, the ruling of the court was: "If the broker fails to effect a sale within a reasonable time, and his agency is terminated in good faith by his principal, who afterwards consummates the sale, he will not be entitled to commissions on such sale, even though the broker may have originally introduced such purchaser."

It is impossible to conceive of a case where a person of sound mind would hire a broker merely to procure an introduction to some person who might buy some lands he has for sale. Or the broker merely by introducing a prospective purchaser to his principal, and in no way effecting a sale, to cause the principal to become liable to him for commissions. The law as regards the duties of a broker has been well stated in the case of *Barnard vs. Monnot*, reported in 34 Barb. 90. In this case the court held: "The duty of a broker consists in bringing the minds of the vendor and vendee to an agreement."

The evidence in this case clearly establishes the fact that Blanchett did nothing to aid Taylor in closing the deal for the sale of his realty after his discharge. Previous to his discharge he was unsuccessful in closing the deal. For the above reasons we, the appellant, contend that Blanchett was not the procuring cause of the sale of Taylor's real estate. Under the words "Procuring Cause" in "Words and Phrases," we find the following definition, which is also supported by the case of *Ware vs. Don Passos*, a New York case re-

ported in 38 N. Y. Supp. 673: "A procuring cause, as used in the sense of a real estate broker procuring for a client a purchaser, means the original discovery of the purchaser by the broker, and the starting of the negotiations by him, together with the final closing by or on behalf of his client with the purchaser *through the efforts of the broker.*"

In concluding, the appellant believes that he is entitled to a reversal of the judgment of the trial court on the following three grounds: (1) That the broker undertook to procure a purchaser and failed to do so. (2) That the broker did not complete the undertaking within the time and

upon the terms stipulated. (3) The broker's default can in no way be attributed to an interference of the principal. Our contention is that the trial court erred grossly in overruling the appellant's motion for a new trial.

Wherefore the appellant prays that the learned Supreme Court of Notre Dame will remand the case to the trial court with instructions to grant a new trial.

Respectfully submitted to the Honorable, the Supreme Court of Notre Dame, Indiana, for just consideration and solution.

Henry W. Fritz,
Att'y. for Appellant.

BRIEF OF WILLIAM S. ALLEN IN CASE OF TAYLOR VS. BLANCHETT

State of Indiana,
County of St. Joseph, ss

In the Supreme Court of Notre Dame

Albert B. Taylor, Appellant,
vs.

Earnest M. Blanchett, Appellee.

Brief for Appellee.

NATURE OF THE ACTION

This is an action in special assumpsit by which the appellee, plaintiff below, sought judgment against the appellant, defendant below, on a contract which he alleged he performed, thereby entitling him to commissions he earned acting under that contract.

WHAT THE ISSUES WERE

The plaintiff filed a declaration in the three counts to which the defendant filed a general and special demurrer. The court sustained the demurrer to the first count and overruled it as to the other counts.

The second count alleged that the plaintiff entered into a contract in writing with the defendant, which provided that defendant placed his land with the plaintiff for sale; that defendant agreed to pay the plaintiff one dollar per acre of said real estate commission out of the first funds received in payment on account of such sale or on the exchange of said property, in case a purchaser is found of said property is sold or exchanged through plaintiff, or through his influence, or if he assists in any way in the sale or exchange of said property; that defendant reserved the right to withdraw property at any time by giving a ten day notice in writing; and that under this contract Blanchett had introduced one Hardesty to the defendant who was ready, willing and able to buy and that the property was sold by the defendant to Hardesty but the commission was refused.

The third count alleged all that the second count alleged and also that the price has been paid to the defendant by Hardesty.

The defendant then filed his plea in two counts. The first count was a general traverse. In his second count the defendant alleged that he had given notice to the plaintiff in writing of the revocation of the agency and was therefore not bound to pay any commission under the contract, since the sale took place after such revocation.

To the second count of the plea the plaintiff filed a demurrer which the court overruled and the plaintiff then filed a replication in general denial. After the trial, the Court returned a finding for the plaintiff. Defendant filed a motion for a new trial which was denied by the court. Judgment was rendered and this appeal was brought.

POINTS AND AUTHORITIES

1. The general rule—subsequent negotiation through the owner does not affect commission since the broker showed that the land was for sale. *Corum vs. Arnold*, 137 S. W. 622, Missouri. *Heaton et al. vs. Edwards*, 51 N. W. 544, Michigan. *Graves vs. Baines*, 14 S. W. 256, Texas. *West Bros. vs. Thompson & Greer*, 106 S. W. 1134, Texas. *Pierce vs. Nichols*, 110 S. W. 206, Texas.

2. When a broker is employed to find a purchaser for his principal's property on specific terms he is entitled to his commissions when he produces to his principal a person who is ready, willing and able to buy on such terms. *Handley vs. Shaffer*, 59 So. 286, Alabama. *Morris vs. Clark*, 80 So. 406, Alabama.

3. Under special contract providing that the agency may be termin-

ated by a written notice of a certain number of days, if, after the broker has introduced a prospective purchaser to the owner of the property, the owner sends a revocation of authority and later sells to this purchaser, the broker is entitled to commissions since he has been the procuring cause of the sale and has complied with the contract. *Weisels-Gerhart Real Estate Co. vs. Epstein*, 137 S. W. 326, Missouri. *Scott vs. Patterson*, 19 S. W. 419, Arkansas. *Montgomery vs. Amsler*, 122 S. W. 307, Texas. *Wells vs. Andreas*, 115 N. W. 792 Wisconsin.

4. A broker earns a commission where he brings the property which he is employed to sell to the attention of a third person and then turns that person over to his employer and the property is sold as the result of negotiations between the two so begun. *Johnstone vs. Cochrane*, 121 N. E. 531, Massachusetts. *Desmond vs. Stebbins*, 5 N. E. 150, Massachusetts. *Willard vs. Wright*, 89 N. E. 559, Massachusetts.

5. Bad faith presumed where there was revocation after the purchaser was found. *Cadigan vs. Crabtree*, 78 N. E. 412, Massachusetts. *Dodge vs. Childers*, 151 S. W. 749, Missouri.

6. Since, at the time of the revocation, the agent had negotiations for a sale pending with a party whom he had introduced to the owner, and the owner had himself participated in such negotiations, and, afterward the negotiations are continued, or within a few days renewed, and consummated by the owner in person or through another, the agent is entitled to his commissions. *Maddox vs. Harding*, 135 N. W. 1019, Nebraska. *McCray & Son vs. Pfof*, 94 S. W. 998, Missouri. *Martin vs. Holly*

10 S. E. 83, North Carolina. Knox vs. Parker, 25 Pac. 909, Washington.

7. The agent's authority cannot be revoked as to those acts already performed by him. (Mechem on Agency, Page 63.)

ARGUMENT

The counsel for the appellant has based his appeal on the fact that the defendant Taylor, acting under the contract, and sending a revocation of agency in writing to the broker, had thereby released himself from any further obligation under the contract.

It is a well known rule in agency that the "principal cannot revoke the agent's authority as to those acts already performed by him,"—Mechem on Agency, Page 63; and the contention of the counsel for the broker is that he (Blanchett) had performed his part of the contract before the agency was revoked. He was the procuring cause of the sale because he introduced Hardesty, the purchaser, to the owner. At the moment he introduced a purchaser ready, able and willing to buy, he had performed his part of the contract so as to entitle him to his commission. For the contract provides that "Taylor agrees to pay to said Blanchett one Dollar per acre of said real estate commission out of the first funds received in payment on account of such sale or exchange of said property (1) in case a purchaser is found, (2) said property is sold or exchanged through said Blanchett, (3) through his influence, (4) if he assists in any way in the sale or exchange of said property." Therefore, by complying with any *one* of the provisions set forth, Blanchett could earn his commission and fulfill his part of the

contract which he must do before he can recover thereon. His commission after performing any one of the above provisions could in no way be affected by any revocation subsequent to that time on account of the fundamental principle of agency above set forth. And the payment of the price is not a consideration Blanchett agreed to fulfill but a condition precedent to the payment of the commission. The price has been paid, and consequently, there is nothing to bar the commission.

But the counsel for the appellant quotes Fultz vs. Wimer, 9 Pac. 316, a Kansas case under a special contract, to sustain their point. In this case the broker by a written contract, was given two months in which to sell the land but he failed to do so within that time. Later the owner sold to the purchaser introduced by the broker. The court, in that case, said in substance, that courts can only enforce contracts as parties themselves made them; under terms it was only to be left for two months with the broker; the broker failed to perform within time allowed and after expiration of the contract time the sale was made by the owner who then had a right to sell to anyone and he would not be liable for commission.

This case is to be distinguished from the one at bar—first, because there is a time limit in the contract in the Kansas case, and secondly, because the broker was required to *sell* the land in that case which he failed to do within the time given.

But neither of these provisions was in the present contract which could be performed in any one of four ways, and within an indefinite time. That contract was to sell, in this one if a purchaser was found he

was to receive his commission and it is admitted that he found a purchaser. The case is not analogous to the one at bar nor does the ruling apply to it.

In *Weisels-Gerhart Real Estate Co., vs. Epstein*, 137 S. W. 326, a Missouri case, the facts in brief are as follows: The plaintiff, a corporation, was employed to procure a purchaser for the residence of the defendant. The contract of agency was executed by defendant in writing and it stipulated that the plaintiff should have for his commission 2 1-2 per cent of the amount of the sale made; it conferred an exclusive agency but stipulated that the authority might be revoked by the defendant on 15 days written notice to the plaintiff. Immediately the plaintiff advertised the property and the attention of one Mr. Mathes was directed to it. A member of the firm spoke to him about it and then Mr. Mathes inspected the house; then the broker notified the defendant that he had a prospective buyer, and had opened negotiations with Mr. Mathes. This was on December 22. On January 10th defendant notified the plaintiff in writing that his agency was revoked. On February 4th an agreement for the sale of the property was entered into by the defendant directly with Mathes and during this month the sale of property was consummated by the owner. Broker sued for commissions earned under this contract.

The Missouri court in holding the owner liable for commissions said: "When the plaintiff acted with reasonable diligence, and defendant revoked his agency without cause to make sale to a person called to his attention by the agent, and with whom the agent was negotiating, to escape

payment of commission, then a right of recovery appears, for law will not permit agency to be thus terminated by the principal in the midst of the negotiations to the end of defeating agent's rights. The plaintiff in this case was the procuring cause of the sale and can recover his commission under the contract." This case is identical with the present one and the ruling of the court here represents the settled law on this point.

But the courts have gone even further than this in holding brokers entitled to commissions in similar cases.

In *Scott vs. Patterson*, 53 Ark. 49, 19 S. W. 419, the real estate broker said to the owner of the land that he had done all he could to sell the land to the prospective purchaser and that he was unable to do so, and that he "turned her (the prospective purchaser) over" to the owner; that he might sell her the land if he could. The owner finally made the sale. He testified that he had nothing to do with the selling of the property until the brokers declined to have anything more to do with it.

The court, quoting from *Tyler vs. Parr*, 52 Mo. 249, said, "The law is well settled that in a suit by a real estate agent for the amount of his commissions it is immaterial that the owner sold the property and concluded the bargain. If, after the property is placed in the agent's hands, the sale is brought about or produced by his advertisements or exertions, he will be entitled to commissions. Or, if the agent introduces the purchaser or discloses his name to the owner, and through such introduction or disclosure negotiations are begun, and the sale of property is effected, the agent is entitled to his

commission though the sale be made by the owner."

This ruling is in effect generally and has been laid down in the following cases similar to the present one: Wells vs. Andreas, 115 N. W. 792, Wisconsin. Montgomery vs. Amsler, 122 S. W. 307, Texas. Johnstone vs. Cochrane, 121 N. E. 531, Massachusetts. Desmond vs. Stebbins, 5 N. E. 150, Massachusetts. Willard vs. Wright, 89 N. E. 559, Massachusetts. Maddox vs. Harding, 135 N. W. 1019, Nebraska. McCray & Son vs. Pfost, 94 S. W. 998, Missouri. Martin vs. Holly, 10 S. E. 83, North Carolina. Knox vs. Parker, 25 Pac. 909, Washington.

Some courts have gone so far as to rule that a revocation under such conditions is in bad faith. In Cadi-gan vs. Crabtree, 78 N. E. 412, the Massachusetts Court said: "It perhaps might be assumed that a broker's authority is revoked in bad faith where negotiations had been carried on by the broker for the principal and had progressed so far at the time when the broker's authority was revoked that he was found to be the efficient cause in fact of a trade subsequently struck between the principal and customer. In such a case it would seem that the finding that the broker was the efficient cause of the trade made includes a finding that the revocation was in fraud of his rights." The Missouri court handed

down a similar decision in Dodge vs. Childers, 151 S. W. 749.

In all of the cases given the revocation of the agency of the broker has not affected his right to commission and some of them have even held that the right to commission existed where the contract provided for the sale of the land by the broker and the performance was by the owner after revocation. But all concur in sustaining the rule that if the contract provided that the commission shall be paid if a purchaser is found, subsequent negotiations and sale by the owner of the land do not take from the broker his right to commissions, even though there has been a revocation under a special contract. In conclusion the appellee believes that the decision of the Circuit Court was correct in awarding a judgment to the plaintiff broker for his commissions earned under the written contract because he had performed his part of the contract and no revocation can affect the agent's authority as to those acts already performed by him.

Wherefore the appellee prays that the decision of the lower court be sustained.

Respectfully submitted to the Honorable, the Supreme Court of Notre Dame.

William S. Allen,

Attorney for the Appellee.

NOTRE DAME CIRCUIT COURT

Be it Remembered, That, to-wit: On Monday, September 19, 1921, the Notre Dame Circuit Court was duly organized for the year, with Hon. Francis J. Vurpillat as regular Judge presiding, and the other officers of court duly elected, qualified and act-

ing, to-wit: Edwin J. McCarthy, Clerk of the Court, and Edward J. Dundon, Sheriff.

Court was opened in due form and the following proceedings were had and orders made, to-wit:

In re Jury Commissioners for the

year 1921-1922: The Court appoints J. Paul Cullen and James E. Murphy, two competent persons, residents and legal voters of Notre Dame, Indiana, and opposite political affiliations, to act as Jury Commissioners for the year 1921-1922, who now come into open court and are qualified as such Jury Commissioners.

The following rules of court were promulgated and ordered to be spread of record: (Here Insert)

In re Court Stenographer: The court now appoints John F. Hefferman to be the official court stenographer of this court for the ensuing year, 1921-1922. Comes now said Hefferman and qualified as such stenographer by taking the oath of office.

CAUSE NO. 23.

John D. Carsons, Administrator,
Estate of Ray Stevens, Decd.

vs.

Charles D. Simpson, and
Edward Williams.
Edward J. Dundon, and
John Killilea,

Attorneys for the Plaintiff.
Clarence R. Smith, and
William A. Miner,

Attorneys for the Defendant.

TRIAL RECORD.

(Continued)

The cause being at issue the jury is empannelled and sworn and the case submitted to trial.

Trial is begun and the plaintiff's case in chief is concluded. Defendant files a motion for a non-suit, which motion is overruled and an exception is granted to the defendant.

Defendant begins his case in chief. Defendant rests his case in chief. And the trial of this case is concluded. Defendant now files a motion for a directed verdict, which motion

is overruled and an exception is granted.

Plaintiff now tenders instructions numbered one and two with a request in writing that each of them be given to the jury. The defendant also tenders instructions numbered from one to six inclusive, with a request in writing that each and all of them be given to the jury. The court now indicates which of the instructions will be granted and which will be refused; which instructions are ordered filed and made a part of this record without a bill of exceptions.

The jury now retires in charge of a sworn jury bailiff to deliberate upon the case and arrive at a verdict. Come again the jury into open court with their general verdict, to-wit: "We, the jury, find for the plaintiff, that he is the owner of the property described in the complaint, to-wit: One horse, brown in color, three years old, white spot on the forehead, white stocking on the left hind leg, a slit in one ear; and that the plaintiff is entitled to the property and the immediate possession thereof.

"J. P. Brady, Foreman."

Come now the parties by their counsel and the defendant moves the court for a *non obstante veridicto*. Motion is overruled and defendants separately except. The defendants now file separate motions for a new trial. Court overrules the motions and the defendants separately except.

Court now renders judgment upon the verdict in favor of the plaintiff against the defendants, to which the defendants separately except.

Defendants now pray an appeal to the Supreme Court of Notre Dame, which is granted, and five days are given in which to file the general bill of exceptions. Ten days are given the

said defendants in which to file their appeal bond in the sum of \$500.00, with Jerome Dixon and Raymond Kerns as sureties, which bond so executed and filed is hereby approved.

CAUSE NO. 24.

James Mansfield

vs.

Daniel O'Connor.

Edwin McCarthy and

Mark R. Healey,

Attorneys for the Plaintiff.

Jos. H. Farley and

K. W. Nyhan,

Attorneys for the Defendant.

TRIAL RECORD.

Plaintiff shows to the court that on September 28th, 1921, he filed his complaint and praecipe for summons. Return of the sheriff filed. Plaintiff's complaint in one paragraph and alleges: "That on and before the 19th day of October, 1919, the defendant wrongfully kept and harbored in the said county and state, a certain dog which was fierce, vicious and dangerous, and which was accustomed to attack and bite mankind, all of which the defendant well knew during all of the time that he so kept and harbored the said dog. That the defendant wrongfully and negligently allowed the said dog to go at large without being properly muzzled or confined. And that on said date, while the said defendant so owned and harbored said dog, and while he so suffered it to run at large, the said dog attacked and bit and wounded the plaintiff, by biting him three times, tearing and lacerating the flesh and seriously injuring him and throwing him to the ground. That thereby the plaintiff became became sick and sore and lame, and so continued for a space of seven

months then next ensuing, and was prevented during all of that time from the performance of any service or doing any business whatsoever, and that he expended the sum of \$1000.00 in endeavoring to be cured of said sickness and lameness; and that in the course of the aforesaid seven months he was damaged to the extent of \$1,100.00. His salary for seven months, all to the plaintiff's damage in the sum of \$2,100.00. Wherefore the plaintiff sues and demands judgment for the aforementioned sum of \$2,100.00."

Comes now the defendant by counsel and moves the court to strike out certain parts of the complaint "fierce, vicious and dangerous." Motion overruled, exception taken. Defendant now files a motion to make the complaint more specific in the description of the dog. Motion sustained.

Plaintiff files amended complaint describing dog as follows: "Large grey whippet hound with a long strong tail, large head and massive jaws, and mouse-colored eyes."

Defendant files demurrer to the amended complaint. Demurrer overruled, exception for defendant. Counsel for the defendant files answer in two paragraphs, "(1) general denial; (2) confession and avoidance on the ground that the plaintiff at the time of his injury was a trespasser upon the premises of defendant, and that had no knowledge that defendant harbored such a dog.

Plaintiff files reply to the second paragraph of the defendants answer.

Cause being at issue jury empanelled and sworn, and case submitted to trial. Trial had and concluded.

Plaintiff now tenders instructions numbered from one to three inclusive together with a request in writing that each and all of them be given to

the jury. Defendant also tenders instructions numbered from one to three inclusive with a request in writing that each and all of them be given to the jury. The court now indicates which instruction will be given and which refused, which instructions are ordered filed and made a part of this record without a bill of exceptions.

Arguments of the counsel are now heard and the court instructs the jury, and files the instructions numbered from one to seven inclusive, ordered a part of this record without a bill of exceptions.

The jury now retire in charge of a sworn jury bailiff to deliberate upon the case and arrive at a verdict. Come again the jury into open court with their general verdict, to-wit: "We, the jury, find for the plaintiff and assess his damages in the sum of \$2,100.00.

"John Killilea, Foreman."

CAUSE NO. 25.

Sadie Thompson, by her Next Friend
vs.

Carl Meyne.

Frank M. Hughes and

Paul Paden,

Attorneys for the Plaintiff.

J. Paul Schwertly and

Raymond Kerns,

Attorneys for the Defendant.

TRIAL RECORD.

Comes now the attorneys for the plaintiff and show to the court that they filed their complaint and praecipe for summons on October 19th, 1921. Return of the sheriff. Plaintiff's complaint in one paragraph and alleges as follows: "That the said defendant is indebted to the said plaintiff in the sum of two dollars per week for a period of one hundred and

fifty-six weeks, over and above board, lodging and clothing, for work, labor and services, rendered by her for the said defendant at his special instance and request, at the said County of St. Joseph by this plaintiff at divers times between the first day of July, 1918, and the beginning of this action, in and about, carrying on and conducting the defendant's business as a household servant and laborer, doing various kinds of household work, cleaning, cooking, churning, milking cows, feeding and carrying water for the stock, chickens, and horses, in and about the defendant's farm in the said county. That the defendant promised to pay the plaintiff whatever these services were reasonably worth. That said work, labor and services were reasonably worth two dollars a week, for a period of 156 weeks, amounting to \$312.00 over and above board and clothing. That said sum is wholly due and unpaid. Wherefore plaintiff prays judgment for three hundred and twelve dollars."

Comes the defendant and files a motion to require the plaintiff to separate her causes of action into separate paragraphs. Motion overruled, exception for the defense. Defendant now moves the court to strike out certain parts of the complaint as surplusage. Motion sustained. Defendants demurrer to the complaint. Demurrer overruled, and exception. Defendant files answer in two paragraphs: (1) general denial; (2) confession and avoidance, that she was in the house of the defendant and did work as a member of his family, not as a servant girl, and that she received support and education from defendant as a member of his family. Plaintiff files reply to second paragraph of answer.

Cause being at issue the jury is empanelled and sworn, and cause submitted for trial.

Trial begun and the plaintiff concludes her case in chief. Defendant moves to non-suit the plaintiff. Motion overruled, and exception. Trial concluded.

Plaintiff now tenders instructions numbered one and two with a request in writing that each of them be given to the jury. Defendant also tenders instructions numbered from one to four inclusive accompanied by a request in writing that each and all of them be given to the jury. The court now indicates which instruction will be given and which refused, which in structions are ordered filed

and made a part of this record, without bill of exceptions.

Arguments for the plaintiff and the defendant are now heard and the court instructs the jury, and files the instructions with the clerk and orders that they be made a part of this record without a bill of exceptions.

The jury now retire in charge of a sworn jury bailiff to deliberate upon the case and arrive at a verdict. Come again the jury into open court with their general verdict, to-wit: "We, the jury, find for he defendant against the plaintiff.

"John Paul Cullen, Foreman."

Edwin J. McCarthy,

Clerk of Court.

JUNIOR MOOT COURT

The following cases were presented to the court by oral argument as well as briefs upon the hypothetical state of acts. Only the principal propositions and the cases or authorities supporting them are here reported. These cases will later be developed and submitted for trial in the Notre Dame Circuit Court by the lawyers who argued them in this court. The statements of fact with propositions and authorities follow:

CAUSE NO. 1

James Milburn

vs.

Willis Harmon

STATEMENT OF FACTS

Plaintiff and the defendant, together with Samuel Jones and Robert Benton, were partners, owning and operating in equal shares the mercantile establishment known as the Economy Store in South Bend, Indiana, a prosperous concern valued at 75,000.

On July 1st, 1920, plaintiff sug-

gested the sale to him by the defendant of defendant's share in said concern; and the defendant then actually offered to sell to plaintiff for the sum of \$20,000 his undivided share in the concern. On July 5th, following, the plaintiff came to defendant and asked him to hold the offer open till the 1st day of August, ensuing. Defendant, not willing to hold the offer open for that length of time because, as he said, he had another chance to sell, plaintiff offered and defendant accepted fifty dollars to hold the offer open till August 1st.

On July 15th, in a readjustment of the partnership, Robert Smith sold out to the defendant his undivided interest and Jones also transferred his interest to another.

On July 30th, the plaintiff went to the defendant to accept the offer which was to expire on August 1st, and then and there tendered to defendant \$20,000 and demanded the transfer to him by the defendant of

the latter's undivided interest in the Economy Store, which the defendant refused to do, not offering to deliver to plaintiff any part of his interest therein.

Plaintiff brings his tender into court and in his action seeks judgment for damages for the breach of the alleged contract.

Who is entitled to recover?

Edward J. Lennon and
Edmund C. Tschudi,

Attorneys for Plaintiff.

A partner's share is definite at all times—what he would take upon dissolution of the partnership. *Mechem's Elements of Partnership*; *Sindelar vs. Walker*, 137 Ill. 4-27 N. E. 59-31 Am. St. Rep. 353; *Nenaugh vs. Whitehall*, 52 N. Y. 146-11 Am. Rep. 693. Plaintiff paid a consideration for an option to buy and the right to buy defendant's partnership interest at any time within the stipulated period. 6 R. C. L. Contracts; *Thompson vs. Bescher*, (N. C.) 97 S. E. 654; *Murphy-Thompson vs. Reid*, 101 S. W. 964. Unexpected hardship or inconvenience in performance no defense or excuse. I. R. C. L. 6; *Marx vs. Kilby Locomotive & Mach. Wks.*, 50 So. 136; *Ptacek vs. Pisa*, 83 N. E. 221; *Cotrell & Son vs. Smokeless Fuel Co.*, 184 Fed. 594.

John C. Cochrane and
Linus C. Glotzbach,

Attorneys for Defendant.

Plaintiff knew fifteen days before accepting that defendant had acquired another partner's interest since making his offer to sell his own, for notice thereof is required by the law of partnership. *Eagle vs. Butcher*, 67 Am. Dec. 343. There was no mutuality of contract or meeting of the minds in plaintiff's acceptance and defendant's offer. *Eggleston vs.*

Wagner, (Mich.) 10 N. W. 37-13 N. W. 522.

CAUSE NO. 2.

Charles Slaggert

vs.

John H. Barrett

STATEMENT OF FACTS

Defendant, John H. Barrett, was a stock buyer of 20 years experience, engaged in buying stock on the hoof throughout the country, particularly in St. Joseph County, Indiana. On January 15th, 1921, in company with Jake Adams, an employee, of experience in judging cattle, the defendant came to the country home of plaintiff and negotiated with him for the purchase of 20 head of Hereford steers. Defendant and Adams inspected the steers and offered plaintiff \$2,000 for them, which offer plaintiff agreed to accept. It was also agreed that plaintiff was to deliver the steers to defendant in South Bend, Indiana, on the morning of January 16th, 1921.

On January 16th, about 10 o'clock a. m., plaintiff brought the steers to South Bend, to the stock yards, which was the accustomed place for delivery of stock, and here met the defendant who refused to accept the delivery or to pay the purchase price, giving as reason that he feared the steers might be infected with the hoof and mouth disease then prevalent in the community. Plaintiff insisted on delivery and acceptance of the steers, stating to the defendant that he well knew all about the disease prevalent in the country at the time he agreed to purchase the cattle; that he and his man had inspected the steers fully at the time of the agreed purchase; that the steers and none of them were affected by the disease, and that he, defendant must keep his contract. Plaintiff then formally of-

ferred to deliver the steers and demanded of defendant the agreed purchase price of \$2,000. Defendant refused.

Plaintiff was compelled to return the steers to his home, and to sell them in the open market for \$300 less than had been agreed upon, and for this \$300 and the damages plaintiff brings action.

Frank J. Kelly and
Albert J. Ficks,

Attorneys for Plaintiff.

The doctrine of caveat emptor applies to defendant's purchase. *Sweet vs. Colgate*, 11 Am. Dec. 266; 25 Am. Dec. 276; 35 L. R. A. (NS) 271. Delivering the cattle at the place agreed upon by the defendant constitutes delivery. 6 R. C. L. 322. Plaintiff fully performed his contract. 52 L. R. A. 260; 31 S. E. 525; 2 N. E. 387; 72 N. W. 752; 53 L. R. A. 108; 18 Atl 90; 19 So. 340.

Thomas J. Keating and
Matthew McEnery,

Attorneys for Defendant.

This is an oral contract for the purchase of goods of the value of more than fifty dollars, and is unenforceable under the statute of frauds. 2 Starkie on Evidence. 490; 22 N. E. 349; 64 N. W. 952; 96 Pac. 870; 62 Ind 485.

CAUSE NO. 3

Richard B. Swift

vs.

Henry W. Kearnes

STATEMENT OF FACTS

Defendant, Kearnes, met plaintiff, Swift, and, in conversation stated to Swift that he had heard considerable about Swift's horse, named Swift Richard, and of racing stock. A few weeks later, August 1, 1921, Swift directed and mailed to Kearnes the following letter:

"Grand Rapids, Mich.,

"Aug. 1, '21

Mr. Henry W. Kearnes,
South Bend, Indiana.

"Dear Sir:—

"Referring to our recent conversation about my horse, am writing to say that you can buy the horse, Swift Richard, for One Thousand Dollars, you paying me that amount in cash or executing your promisory note for that sum payable to me in thirty days.

"Yours truly,

(Signed) "R. B. Swift."

On August 15, 1921, in reply to Swift's letter, Kearnes sent the following letter:

"South Bend, Ind.,

"Aug. 15th, 1921.

"Mr. Richard B. Swift,

"Grand Rapids, Mich.

"Dear Sir:—

"I have your letter of the 1st instant. I like your horse pretty well, as I stated when I last saw you. And your proposition does not seem high, if the horse meets my expectation. I don't want to buy him, however, until I can look him over carefully. We might come to a deal then. I'll think the matter over.

"Yours very truly,

(Signed) "H. W. Kearnes."

On the 30th day of August, 1921, Mr. Swift sent the horse in charge of his keeper and driver, Mr. Charles Owens, to the defendant Kearnes, with instructions to take the horse to Kearnes. Upon arriving in South Bend, Indiana, Owens drove the horse to the home of Kearnes and told him that Swift had directed him to do so. Whereupon Kearnes, after "sizing up" the horse, said "Well, he really looks good. I believe you can leave him Owens."

On September 1st, 1921, Swift, wrote Kearnes for the \$1,000, and Kearnes replied: "I did not buy the horse; you may have him any time." Next, Kearnes, on Sept. 3rd, offered to return the horse, but Swift refused to accept the return of the horse and brought action.

Lyle E. Miller and
Chas. E. Robitaille,

Attorneys for Plaintiff.

There was contract offer and acceptance in terms of offer, Lockwood vs. Robbins, 125 Ind. 398; in re Greis, 308; Stagg vs. Compton, 81 Ind. 171; Train vs. Gold (Mass.) 28 Am. Dec. 374; Sturgis vs. Robbins, 28 Am. Dec. 374. Delivery of the horse takes the case out of the operation of the statute of frauds. Coffin vs. Bradbury. 3 Idaho 770-95 Am. St. Rep. 37; Hinkle vs. Fischer, 104 Ind. 84-3 N. E. 624.

Edward W. Gould and
Eugene M. Hines,

Attorneys for Defendant.

There was not sufficient acceptance and delivery to take the contract out of the statute of frauds. Defendant took possession of the horse for purpose of "carefully examining" him and did not intend acceptance by merely "sizing him up." Clark on Contracts, pages 121, 127; 1915 L. R. A. 824; 4 L. R. A. (NS) 177; 29 L. R. A. 431.

CAUSE NO. 4

Thomas Watkins and Jacob
Hines as Watkins & Hines, Partners,
vs.

Jonathan Reidenhor

STATEMENT OF FACTS

The plaintiff are doing a mercantile business as a partnership, operating under the firm name of Watkins & Hines. Their place of business is corner of Colfax and Michigan

Streets in the City of South Bend, Indiana.

On August 1, 1921, the defendant purchased of the plaintiff 500 sacks of stock food and gave his note for \$200, payable at The St. Joseph Loan & Trust Company, Sept. 15, 1921, with 6 per cent interest and attorney fees.

Defendant owns and operates a large stock farm in St. Joseph County, Indiana, where he resides, about ten miles from South Bend. Defendant opened and used part of one sack of the stock food and decided that it was no good. Accordingly he had the stock food examined by a man who presumed to know the ingredients of such foods and experienced in handling and mixing them for ten years. Several sacks were thus examined and the defendant, upon the advice of this inspector, a Mr. James Cunningham, concluded that the stock food was "no good," and called the plaintiff at their place of business by telephone and told them that "the stock food you sold me is no good," and that he could not use it.

The note having matured and not having been paid, plaintiff brings action on the note.

The stock food is, in fact, no good as a stock food, and defendant's purchase is hardly worth team hire to carry it back.

Francis J. Galvin and
Daniel D. Lynch,
Attorneys for Plaintiff.

The doctrine that articles sold for food are impliedly warranted to be sound and wholesome extends only to food sold for human consumption and not to food for animals. National Cotton Oil Co. vs. Young, 85 S. W. 42; Lukes vs. Freund, 41 Am. Rep.

429. The law presumes that a buyer who fails to exact an express warranty relies on his own judgment. *Davis vs. Murphy*, 14 Ind. 158; *Court vs. Snyder*, 2 Ind. App. 440.

J. Stanley Bradbury and
Joseph W. Nyikos,
Attorneys for Defendant.

There was an implied warranty that the stock food was reasonably fit for the purpose for which it was ordered, buyer relying on seller's judgment. *Sales Act*, Sec. 15; *Hunter vs. State*, 73 Am. Dec. 168; *Coyle vs. Baum*, 41 Pac. 389; *Houston vs. Cotton Oil Co. vs. Tramwell*, 72 S. W. 244; *Hauk vs. Berg*, 105 S. W. 1176; *Best vs. Flint*, 5 Atl. 192.

CAUSE NO. 5.

Andrew W. Grayham
vs.
The Indiana Traction Company,
an Indiana Corporation.

STATEMENT OF FACTS.

Plaintiff was driving his Packard car, going east in Colfax street, South Bend, Indiana. Plaintiff's son was driving the car while plaintiff himself rode in the rear seat. As the car approached Michigan street, defendant's car driven by its servants was also approaching Colfax street. Plaintiff and his son, expecting the defendant's car to be brought to a full stop before crossing Colfax street, continued to drive their Packard east. Defendant's servants did not stop the street car, but continued to travel across Colfax street.

Plaintiff, seeing the defendant's car coming on without the accustomed stop at the crossing, and fearing that a collision was inevitable, to avoid injury to himself, leaped from

his Packard car and was thereby thrown violently against the stone pavement and street, sustaining a fractured shoulder, broken arm, bruised face and cut scalp, and a concussion of the brain. Plaintiff's son, upon seeing the street car coming on without a stop, and intending to avoid a collision, put on the accelerator and succeeded in getting the Packard across the street car track an instant or two before the street car passed, thus averting injury and damage to himself and his car.

Plaintiff paid \$500.00 for medical and surgical aid, \$500.00 hospital charges, was confined to the hospital and his home for a period of three months, losing \$750 salary, and he suffered pain and anguish, for all of which he brings action against the defendant street car company for \$2000.00.

Plaintiff's action is founded on the theory that it was defendant's duty to bring its street car to a full stop before attempting to cross Colfax St. Of course, had the plaintiff remained in his car, he would have averted the injuries just as his son did. And, again, the son, by putting on the accelerator and suddenly starting or jerking the Packard forward, really caused the plaintiff to be thrown to the ground.

Jerome D. Bliedernicht and
James P. Wilcox,
Attorneys for Plaintiff.

Plaintiff had equal right with defendant to use of crossing and, having reached the crossing first, had right to pass before the street car. 12 Ohio St. 22. Defendant violated the city ordinance. *South Bend Ordinances*, page 208, Secs. 6 and 7. Defendant's servants were negligent in operating street car. 107 Pac. 964; 10 L. R. A. (N.S.) 391.

Henry J. Lauerman and
Joseph E. O'Brien,
Attorneys for Defendant.

Plaintiff had no reason to believe that defendant's car would stop, and is guilty of contributory negligence. Cincinnati St. Ry. Co. vs. Murray, (Ohio), 30 L. R. A. 508; Chicago City Ry. Co. vs. Strampfel, 110 Ill.

App. 482; Foulk vs. Wilmington City Ry. Co., 60 Atl. 973; McCarthy vs. Consolidated Ry. Co., 63 Atl. 725; Mitchell vs. Rochester Ry. Co., 45 N. E. 354. Plaintiff placed himself in a perilous position in assuming that street car would stop and in attempting to pass. 157 N. W. 860; 32 So. 797; 51 Am. Dec. 395; 13 Ill. App. 91.

ONLY OUR OWN OPINION

EDITORIALS

WHAT'S THE MATTER WITH THE LAW REPORTER?

The Law Reporter is all right. Just a little late, that's all—the November issue appearing in February.

The Reporter, which is printed by OUR SUNDAY VISITOR at Huntington, Indiana, always had been shipped to Notre Dame by parcel post. But, for some unknown reason, the April, 1921 number was sent by express to South Bend. The local express office lost one of the two parcels. After three months of futile complaint, correspondence and claim-filing, the lost parcel of reporters exposed itself to the local express company, which then actually delivered it, after commencement. This unavoidably delayed the publication of the June Reporter, which also came during vacation. As a result the Alumni received the April and June Reporters in September, after the return of the students.

This situation made collection of alumni subscriptions impossible. A deficit of two hundred and twenty-five dollars occurred to meet which has caused the delay in resuming publication of the Reporter till now. Advanced subscriptions of the students are used to meet the alumni delinquency, which we feel is due wholly

to the situation stated, and which we hope may soon be cheerfully met by prompt payment on the part of the Old Boys of the Law School.

A reorganization of the Reporter Staff has been made, and hereafter the Reporter will appear upon a divided responsibility. With the editor-in-chief, four more chief editors have been associated, Clarence Manion, John J. Buckley, Vincent B. Pater and Aaron H. Huguenard. This will make possible not only the improvement of the existing departments but the addition of others, valuable and much desired.

One new feature, a section entitled "Class-icks," appears with this issue. Only a sample, however, of its contemplated character is exposed. This department will be edited by our genial and talented upper-classman of the Law School, candidate for the J. D. and professor in the College of Arts and Letters, Clarence Manion. The student Editorial Section will be in charge of the popular and progressive Ph. M. and prospective J. D., John J. Buckley. The News Section of the student and alumni departments will be in charge, respectively of Aaron H. Huguenard and Vincent B. Pater, whose successful and aggressive college activities are well known.

We hasten to assure our readers

that the beautiful garb which the Reporter has heretofore worn will not be discarded for any velvet knickerbockers, on account of the eccentricities and proclivities added to the editorial staff.

Please gleefully offer an immediate transfusion of your golden blood to the N. D. Law Reporter in its present anemic condition, and watch the Reporter grow bigger, better, brighter and "beautifuller." Gee, how that last bee did sting. E. I. C.

PROF. TIERNAN'S BOOK

Prof. John P. Tiernan's book, "Conflict of Laws," is one of the most comprehensive works that has ever been written on this subject. Prof. Tiernan has succeeded in doing what no other writer on this difficult and technical subject has been able to do; he has boiled down and condensed the vast field of knowledge on this subject into a volume of a little more than one hundred pages. To the student of law, this is a relief. After wading through volumes consisting of from six hundred to eight hundred pages, it is a great pleasure to encounter Prof. Tiernan's little book. This pleasure is enhanced by the fact that the book is complete in every detail. Prof. Tiernan deserves great credit for this treatise. He is the first member of the Notre Dame Law College to engage in this field of work. It is a wonderful thing for a Technical or Professional school to have on its Faculty men who have written books on the subjects which they teach. It is a means of building up faith in the students and it is a source of confidence to the prospective students. The Law Reporter takes this opportunity to thank Prof. Tiernan for his wonderful work and

it hopes that he will continue in this writing. J. J. B.

THE RESEARCH COURSE

The course in Legal research work has been intensified at Notre Dame due to the efforts of The American Law Book Publishing Co. This company is the publisher of "Corpus Juris," the most comprehensive and profound work ever compiled on the general law. In order to promote interest in the work, the Publishing Company has offered a set of these books to the man who shows the greatest proficiency in using them. This prize is enough to arouse interest in any contest, but when the additional fact of the information received is taken into consideration, the value of the course is greatly increased. Every step of the work is practical. It is something that every Lawyer should know and must know if he is to be successful. The method of Briefing which the Publisher's have prepared is a legal education in itself. Building up a case is like writing the plot of a drama. The value of the finished product depends largely on the skill with which the worker has used his tools. In Legal work, the collection of general law cases are the tools. Knowledge of their use means success; ignorance means failure. The Law Reporter advises every student of the Law to get acquainted with this practical side of the Law Course. The student will feel the value of this work as soon as he begins to prepare for admission to the Bar. The knowledge contained in Corpus Juris is accurate and complete. It is arranged in a systematic manner and it will aid the student to group his knowledge systematically. It will cause him to remember a great portion of the law

by means of association. No man can work faithfully on this course without reaping a valuable reward.

J. J. B.

THE DEAN

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For some reason or other, a freshman found himself in Sorin Hall the other day, and being there he decided to look over the pictures before leaving. He had spent some thirty minutes gazing at the heroes of other days when he came upon a picture of the Class of '91.

He was about to pass it over cursorily when he saw "Francis J. Vurpillat" written in a striking hand under the likeness of one of the graduates. "Why, there's the Dean of the Law School," he said unconsciously. "The Judge hasn't been out of school thirty years already, has he?"

To those of us who have to look a score and a half of years ahead, the time seems interminably long. But if it were our privilege to look back on a career of thirty years like that which Judge Vurpillat has had, it would not be an exaggeration to say three decades of years seem no more than as many months.

In a recent address, a certain nationally-known educator said that too many Catholic young men were willing to follow and not enough to lead; too many Catholic lawyers were practicing before the bar and not enough were sitting on the bench; too many were sacrificing principle for the sake of monetary reward. Of course, he couched his ideas in elaborate language but that was the substance of them.

As we sat there, listening to the wonderful address, we couldn't help thinking about the Judge and how

his accomplishments measured up to the ideals set by the eminent speaker. Indeed, it seemed as though the educator had regulated his standards according to the Judge's career, so closely does that career conform to them.

Quite often do we read in story books about men whose lives are perfect, whose steps to success have been certain and well-defined, whose achievements with time have become greater. But seldom do we have the pleasure to witness such successes in actual life. In the case of Judge Vurpillat, we have an exceptional example.

He was out of school but a short time when he was elected Prosecuting Attorney of the Forty-fourth Judicial Circuit of Indiana. He served in that capacity for three consecutive terms. For several years he was County Attorney of Pulaski County, and City Attorney of Winamac.

In 1908, he was elected Judge of the Forty-fourth Judicial Circuit, enjoying the unique distinction of being the youngest circuit judge ever chosen in Indiana. Lack of space prevents any detail on the decisions of Judge Vurpillat. Suffice to say that many of them, such as the Kankakee Meander Land Case and Proctor Regulation Act Case, are landmarks in Indiana law today.

From the bench, the Judge came to Notre Dame where he has been Dean of the Hoynes College of Law since 1913. Under his administration, the Law School has grown from a few rooms in the basement of Sorin Hall to one of the best buildings on the campus.

In recognition of the invaluable services which Judge Vurpillat has rendered the University, the Class of '22 met in November and gave him

the highest honor within their power—the Dome dedication. A. H. H.

DOMES DEDICATION

It is with pride that the Law School regards the action of the Senior Class in the dedication of "The Dome." The seniors of 1922 decided to give this singular honor to Judge Francis J. Vurpillat, Dean of the Hoynes' College of Law. Judge Vurpillat has worked long and faithfully to build up the Law College. He took control of the School after the retirement of Colonel Hoynes and he has made a wonderful success of the task. It was mainly through the efforts of Dean Vurpillat that a separate building was turned over to the Law School. The Judge has worked unceasingly to build up a good, practical library. Due to his initiative, many new courses have been added to the Law schedule. Judge Vurpillat has, by his faithful work and his wonderful knowledge of the Law been able to win the confidence and respect of every student in the college. He has always treated his students as men and they in turn have always acted like men. No man in the Law College shrinks from encountering the Judge either as Dean or as a friend. They know that they will always receive the credit that is due them or the discredit that they may deserve. The Judge is bluff and direct and he always does as he says. His word is an assurance that a thing will be done or will not be done. The men respect him for this quality. They love him as a friend; they respect him as a teacher; and they honor him as a Dean. It is therefore, with pride that they regard the action of the Senior class. By honoring Judge Vurpillat with the Dome dedication, the Senior Class has hon-

ored the Law School and by honoring the Hoynes' College of Law they have honored themselves. J. J. B.

STUDENT GOVERNMENT

Student government has, for the first time made its appearance at Notre Dame. Up to date, the Faculty of the University has always maintained a strict paternal attitude in this regard. The men have been regarded merely as children and frequently they have acted like irresponsible youngsters. However, a portion of the University is now going to enjoy self-government. The moment is a critical one both for the Faculty and for the students. The Faculty must prepare for a good many changes and it must stand ready to give the men at the head of the movement a free hand. The students must not be too hasty in condemning either the movement or the men who have been elected to head the movement. Hasty action on either side will ruin any chance that the movement may have. Bad faith on either side means failure. Each side must be prepared to give up something. The Faculty must keep hands off and give the governing board a free hand. The students must learn to stand behind the decisions of their representatives and they must do all in their power to promote the welfare of the new organization. It will be a novel sight to watch the development of the student control movement. It means evolution. It means that the student who has criticized so long and so often is to be given a chance to better conditions. It means that the responsibility for success or failure is in his hands. Student government is a horse that can be ridden to death. However, we hope that this will not be the case at

Notre Dame. We hope that the students will have enough foresight to see that they are the ones who receive the benefit. We hope that they will be broad-minded enough to uphold the decisions of the court that they have initiated. If the students play fair and if the faculty plays fair, the student government movement is bound to succeed. We honor the men who have labored to bring the movement into being at Notre Dame and we wish each member of the rules committee every success.

J. J. B.

VALUE OF REPORTER

We urge every Law student to subscribe for the Law Reporter. This is a paper for the Law students and it is practical in every respect. The Law Reporter reports every case that is filed in the courts of Notre Dame. It serves to guide the student through his court work and it is valuable review. The reporter serves to solidify the work that proceeds so rapidly in our courts. Many of the happenings in Court are too swift to be grasped. They can always be found in the Law Reporter. The Law Reporter might well be said to do for the student what the Case books do for the Lawyer. The Attorney can read a case and get everything out of it. But many of the minor steps are not reported and are missed by the student. In the Law Reporter, these steps are always to be found. The editors of the Law Reporter realize that the student must know these steps if he is to be able to grasp intelligently the cases that he reads. Therefore, read the Law Reporter and you will be better equipped to battle with the case books. Besides the cases reported from the Moot Courts, there are articles in the Reporter of interest to

the student of Law. Many interesting cases or questions are discussed which aid the student in grasping the Law. Besides being a help to the student, the Law Reporter will also benefit the Lawyer. Many of the cases treated in the Moot Courts are thoroughly developed and the citations are given. These will prove of help to the Attorney who is often too pushed for time to be able to look up every question in which he is interested. Besides this, the Law Reporter serves to act as a link between the Alumni and the Hoynes College of Law. The columns of the Law Reporter are open alike to the Alumnus and the student. Take advantage of this and use them. Subscribe to the Law Reporter and help it in its struggle to benefit you.

J. J. B.

WHY NOT THE LAW SCHOOL?

While Notre Dame is planning to build up its Commerce School and its Engineering School, we believe that it should remember the Hoynes' College of Law. One of the high officials of the University once said that he regarded the Law school as the only Post Graduate school on the campus. However, if the Law School is to continue to stand out like this, it is necessary that it receive some of the benefit of the endowment. The Law School needs more professors and it needs a bigger and more complete library. The Law Library contains the tools of the lawyer. The library room is his shop and the books are his tools. To be successful, the lawyer must have tools that are apace with the times. The reporters must be up to date and the reference books must be the best obtainable. It is true that the Faculty of the Law school is a good one, but if it is to give the best that it has, more pro-

fessors must be secured. It is possible to kill a willing horse by running it to death. If a few Professors are forced to handle all of the classes either they will become ill or else the quality of their work must fall. Either of these things would be a disaster. Therefore, we believe that a portion of the endowment fund should be set aside to build up the

Law School. The Hoynes College of Law has always been an honor to Notre Dame and we believe that everything should be done to perpetuate this fact. It is true that the Law school is not the only one that needs help, but we believe that while the rush is on to help the other schools the needs of the Law College should not be forgotten. J. J. B.

CLASS-ICKS

AN ARGUMENTATIVE GENERAL DENIAL

The Judge to his pleading class—Gentlemen: The following case furnishes a good example of the argumentative general denial:

A complaint was made against a Dutchman that his dog had bitten the complainant's child; to which the Dutchman answered:

In de first place, dat dog he don't bite your child; in de second place, dat dog, he dont got no teeth; and in the third place dat dog he aint my dog in the first place.

ON ONE COLONEL AND TWO JUDGES

Judge F. to his class: "A young

lawyer of South Bend was called to the jail to counsel an imprisoned client. After hearing the prisoner's statement, he said, with a display of legal wrath, 'Why! they can't put you in jail for that.' 'Well, h——' exclaimed the client, 'I'm here just the same.'

Judge V. to the same class: 'Did the Judge tell you that as original?' 'Sure,' answered the class in chorus. 'Well,' said Judge V., 'I've been perpetrating that as my own for six years. And now, to expose the Judge, and to plead confession and avoidance for myself, and to give honor to whom honor is due, I want to say that that old nut was cracked by the Colonel thirty years ago.'"

LAW SCHOOL NEWS.

The Legal Research Training Course.

There may be a bag of gold at the end of the rainbow, but, generally speaking, such is not the case at the end of a law education. "Impecuniosity" and "young lawyer" have practically become synonyms in our language, and the more unkind writers constantly flaunt this fact before the struggling young attorney.

The American Law Book Company of Brooklyn, however, has taken a very praiseworthy step to encourage

the budding barrister who will leave school in an impoverished condition. In brief, the move is this: Recognizing the fact that it is most important to know where to find the law, the Law Book Company has prepared eight sets of questions, twenty questions to each set.

These questions are to be answered by references to Cyc-Corpus Juris. The student is given a month in which to answer each series. The course is required of every Junior and Senior. To the one answering

the entire one hundred sixty questions most correctly a set of Cyc-Corpus Juris will be given as a prize.

* * *

It has been an exceptional year for the University, and especially for the Hoynes College of Law. Two years ago or so, we read an article by Delmar Edmondson in the Reporter, called Notre Dame's Legal Renaissance. It was an interesting, well-written piece of work, and we lawyers liked it because, in a way, it was a defense of our college. That was when the status of the school was questioned. We still like it, not because of its eulogistic nature, but rather because it marks the beginning of the growth of the Law School, which today is the largest on the campus. We had a delightful admission of this last November when the Law Club held its smoker. Father Burns was the speaker of the evening, and when he saw the large crowd, he showed genuine surprise and asked the chairman whether all those present were bona fide law students.

* * *

The year started off with remarkable punctuality. Even Doc Hughes and Paul Schwertley were here a day ahead of time, and Judge Farabaugh told us that the sedate John Brady was on the campus, September 1st. It is hardly necessary to go further after giving you the foregoing, almost incredible facts.

* * *

It was quite a trick to register this year. There were no less than fifty-seven steps to go through, and the more nervous of us suffered severe breakdowns. The end of our enrollment journey, however, was worth the terrifying preliminary procedure, for there was the invincible smile

and sincere handshake of Judge Vurpillat.

* * *

The faculty staff has been changed somewhat. Prof. James B. Costello has retired from teaching and returned to his home in Hazelton, Pa., where he is engaged in the general practice of law. He carries with him the best wishes of his former students.

Hon. Samuel Parker, A. B., of the firm of Anderson, Parker, Crabill & Crumpacker, South Bend, Ind., was added to the staff, but certain unforeseen difficulties have prevented his assuming active duties in the law school this year.

Vitus G. Jones, Litt. B., LL. B., who was to teach the course in Abstracts, has had to undergo a serious operation and will not be able to teach before next year.

Arthur Hunter, Ph. B., LL. B., is now teaching Criminal Law and Procedure.

Edwin Fredrickson, LL. B., has been given the course in Contracts, along with that of Partnership, and Bills and Notes.

Judge Vurpillat is teaching a class in Administrative Law. This is a new course for the law college, and one which many schools are giving only in their post-graduate years.

Prof. John Tiernan has had his first text published. It is Conflict of Laws (Callaghan & Co., \$2.00). Congratulations!

* * *

The Law Club re-organized early in the year. Vincent Pater, '22, was chosen president; Eddie Hogan, '23, vice-president; John Heffernan, '22, secretary, and Frank Donahue, '24, treasurer. The contest between Ray Kearns and Jim Murphy for sergeant-at-arms was most spirited.

The final count resulted in a victory for the lad from Bridgeport.

One big smoker was given in November. A feature of the affair was that there was no assessment. Needless to say, the entire club was present. Many still talk about the delicious cider. Plans are now being laid for the annual banquet.

* * *

A new addition to the Law School has been the librarian, Prof. Frank Whitman. Perhaps it is out of order to give any compliments at such an early date, but we shall say this: it is a genuine pleasure to go into the Library and note the order prevailing.

* * *

"Gentlemen of the Law Club:

"The veneer of civilization is thin, and it is the primeval instinct of every man to carry a weapon." Thus began the sonorous speech of John Buckley, Ph.B., A.M., and embryonic LL.B. man, which resulted in the adoption of canes by the Senior lawyers.

The custom of the lawyer's carrying a cane is one so old and venerable that the "memory of man runneth not to the contrary;" yes, even antedating Chinese civilization and going back to cave-man days when might was law and every man was his own lawyer.

Homecoming Day, 1921, marked the formal appearance of the cane on the campus and the making of comments, pro and con, on the part of the other colleges. The canes have greatly increased the popularity of many of the men. Especially, has this been true of Chet Wynne and

Judge Carberry, who handle the appendages with the debonair grace of a Chesterfield.

* * *

The Law Library has been increased by some very valuable additions. Among the new books which have been placed on the shelves recently is a set of thirty volumes of the American and English Encyclopedia of Law, the gift of James P. Fogarty, LL.B., who has law offices in the Finance Bldg., Philadelphia.

T. Paul McGannon, LL.B., 1907, is the donor of 194 volumes of the New York state reports. Paul is at present deputy attorney general of New York.

We have also received the Illinois decisions, consisting of 130 volumes Supreme Court, and 185 Appellate Court Reports, from the Hon. Chas. Craig, LL.D., of the Supreme Bench of that state.

It would be cheap for us to attempt to voice our gratitude for these gifts. We can only say that we do not know of a better way in which these men could have helped the alma mater.

* * *

While most of us on the campus were indulging in the excesses of a free day, Nov. 11, 1921, Clarence Manion packed his grip and journeyed to Dyersville, Iowa, where he was the speaker of the Armistice Day Celebration. The affair was under the auspices of the American Legion, and rumors drifting "back home" have it that our Kentucky classmate acquitted himself in his usual wonderful form.

ALUMNI DEPARTMENT

ARBITRATION AND THE LAW.

Leo J. Hassenauer, LL.B. '20.

The recent arbitration of Wages, Working Agreements, and Rules submitted to Judge Kenesaw M. Landis as Arbitrator by agreement between the Building Contractors and the Trades Council, has a tendency of creating a precedent in settling wage disputes. There are strong reasons for believing that the United States will see a great development in this field in coming years. Few business men, before the war, knew anything about the matters of arbitration and lawyers were skeptical of its merits. The term "arbitration" suggested red tape, haggling and compromising and hence something very different from justice, which knows nothing of concessions and swaps. The public for the first time, does now begin to realize that back of these arbitration proceedings there lay tremendous potentialities.

The common law was little concerned with the disputes of traders. The organization of Courts Pepou-dros or better known as "dusty foot" courts took place during the time of the Saxons and lasted until the nineteenth century in English market towns. These were the merchants courts. The proceedings were had without delay and without etiquette since the suitors proceeded from their stalls into the hearing chamber, dusty booted and eager to settle a dispute before their petition lost their crackle. It was a long time before the technique of arbitration was worked out to entire success.

The American Civil War, accord-

ing to a report of the Municipal Court of Chicago, played a considerable role in developing the practice of arbitration in Great Britain. Numerous disputes arose between foreign traders. These were worked out under rules of arbitration so successfully that the practice was taken up by other bodies. This form of arbitration, however, has to do with trade associations both domestic and foreign and which are now encouraging the incorporation of clauses in contracts to submit to arbitration those disputes which might arise in due course of dealing.

Difference between trade disputes and wage disputes.

The history of arbitration which has been set out only minutely heretofore deals with those forms of trade arbitrations settling disputes of a commercial nature only. The submission to an arbitrator of those disputes arising out of wage and working agreements is without precedent in Chicago with the exception of the case of Packers and Workers settled before Judge Alschuler some few years ago. The settlement of the disputes presented to Judge Landis in May, 1921, affords an opportunity for arbitration laws of a national character in which the public shall be made a co-arbitrator. That the settlement of disputes between employers and wage earners decided by a man of such high legal attainments as Judge Landis possesses, clearly leads one to believe that the various

clauses interpreted, carried a meaning attached to them of a legal nature.

The settlement of wage disputes seems to have become a question of victory between opposing forces, with the abolition of unions on the one hand and maintaining the union standard on the other as an incident in the settlement. The public, as innocent bystander, is in the usual precarious position with a fair chance of heading the casualty list. And yet the public interest is of the greatest importance. Certainly there is a crying need of a general understanding that co-operation, not conflict, is the only solution to such problems, in which the public is vitally interested. I feel that the treatment the public has had in the past warrants the most magnanimous consideration on the part of our legislative committees in Congress. To maintain the high standard of living to which the American people have been raised, requires the whole-

hearted co-operation of government and people, as well as a frank recognition on the part of employer and worker of each others rights and duties.

That part of the public that has been affected, I say, is neither discouraged nor disheartened. The business situation that is developing is gradually arising above that which was a product of the distorting influences born of war. The result of the arbitration has been noted throughout the country especially in those districts wherein wage disputes were becoming a national question. The application of the award to those differences arising between employer and worker has proved to be of great benefit and has assisted materially in the building situation and only now are we reaching the lower slopes from which we can look down on the valleys of stability and arriving at a new era of sound and enduring prosperity, of social order and happiness.

NEWS ABOUT THE ALUMNI

A CALL TO THE WILD.

The primary purpose of establishing this department was to publish the various successes and activities of old "Grads" at the Bar. The editors are more than desirous of receiving any and all information concerning the progress of past N. D. Law Graduates, and they earnestly solicit contributions for this section from all those who fortunately possess interesting news of a Notre Dame legal light.

Why should the glad tidings of an alumnus' legal achievement be esoteric? So therefore, all ye loyal lawyers let your contributions be forthcoming.

HON. M. O. BURNS, LL.B., '88.

Honorable Michael O. Burns, of Hamilton, Ohio, recently delivered a marvelous speech at Newark on the subject of "Old Age Pension Legislation." With a thundering appeal this eminent Notre Dame Alumnus presented the question of Old Age Pension Laws and was frequently interrupted with great applause. He vividly portrayed the necessity of their adoption in this country and showed how wonderfully well the aged people of England, France and Germany get along where old age pensions have been established by appropriate legislation. He said that if old age pension laws are enacted in

this country, then those old men and women who daily go along the path of life grinding out their lives, will need have no fear of the "Poor House" if they find themselves in later years unable to work any longer or provide the necessities of life.

At the close of his oration, Hon. Burns received an ovation that was in itself the sincerest compliment. He is of the old Law School back in the glorious days of Colonel Hoyne and old Sorin Hall, and undoubtedly it will be interesting to many to know that President Father Burns and Hon. Burns were classmates while attending Notre Dame years ago.

The powerful and convincing oratory of Hon. Burns is very renowned throughout Southern Ohio, and this together with his brilliant record at the Bar has continually reflected immense credit on his old Alma Mater—Notre Dame.

* * *

MR. LEO. HASSENAUER,
LL.B., '20.

Surely you all remember the energetic Leo, especially for his beloved and glorious ideas concerning a real Law Club Banquet. He told you frequently that Law had been always his one and only hobby, and that he fully intended to follow it. True to his word, Leo, after receiving his LL.B., in June, 1920, started to practice in Chicago, and the most recent news of his progress which reached the office of the Editor-in-chief stated that he was admitted to Federal Practice in Judge Landis' Court last month.

* * *

MR. GERALD J. CRAUGH,
LL.B., '21.

"Jerry" is now gracing the offices of Grout & Grout in New York City on Broadway. He tells us that he

likes it very well and we are not sure whether he means "Broadway" or the "Law." He is serving out his year of clerkship which is necessary in New York before an applicant is permitted to take the State Bar Examination. We have no doubt that Gerald will easily pass his Bar Examination at the expiration of his year, and perhaps he will specialize in Corporate Law, the Law which he always mastered.

* * *

MR. WILLIAM S. ALLEN,
LL.B., '21.

In a letter from Mr. Allen we find that he is connected with Pam & Hurd in the Rookery, Chicago. He refers to a statement made by Colonel Hoyne at the Law Club Banquet held in Mishawaka '20, and says that no truer words were ever spoken, namely "That the Law is a jealous mistress." Without a doubt Mr. Allen is right, for if one expects to make a success out of the law he simply must sooner or later marry himself to it.

* * *

MR. FRANK J. MILESKE,
LL.B., '20

Mr. Mileski tells us that he is practicing in the city of Milwaukee, and that he had little trouble in passing his state Bar Exam. with the sterling inculcations received during his stay at this Law School. Quoting from his letter: "I have often heard the remark that the field of Law was overcrowded but through personal experience I find it very much to the contrary." Certainly this last observation of Mr. Mileski will be quite encouraging to every young and hopeful barrister hailing from any part of Wisconsin, especially Milwaukee.

MR. GEORGE D. O'BRIEN
LL.B., '21

George was for some reason delayed in taking his state Bar Exam. with the rest of his class, but this six month delay did not in the slightest discourage "Obie," and we have word before us that he very successfully passed the Illinois Bar last December. While attending Notre Dame he was famous for his clever caricatures and Juggler Jokes, and at present he is having this debate with himself: Shall I be a Lawyer or an Artist? Frankly, we believe "Obie" should be both, for then he can always draw clients.

* * *

MR. ANDREW L. McDONOUGH,
LL.B., '19

We have before us the following card from one of Notre Dame's finest track heroes—Andrew L. McDonough and Andrew V. McDonough announce their association in the general practice of Law under the firm name of "McDonough & McDonough," with offices in the Babcock Building, Plainfield, New Jersey, and in the Elizabeth Trust Building, Elizabeth, New Jersey. This splendid combination of legal geniuses will undoubtedly be greeted with an array of legal victories in the towns of Plainfield and Elizabeth, for surely there is the law, and each victory will be a victory for Notre Dame and her College of Law.

* * *

MR. FRANCIS J. CLOHESSY,
LL.B., '19

Leaving Notre Dame after his graduation Francis J. immediately located himself in Waverly, N. York

and began the practice of the Greatest of Games, LAW. His start at the very outset was spelt with success. Just last November when the Tioga County Court opened its new term there were four Criminal Cases docketed for trial the first week, and it was found that three of the four defendants had Francis Clohessy for their counsel.

John Fitzgerald, a well known railroad man was tried first. He was held for having taken part in an automobile accident and driving away from the scene without first leaving his name and address with an officer or the injured party, as required by law. After submitting evidence for two days the State rested its case. Then our young protege, Francis, in a short argument before the Court contended that the State had conclusively shown that an automobile alleged to have been owned by Mr. Fitzgerald had figured in the accident. But he further said that no evidence had been submitted by the State to show that the defendant was driving the automobile or was occupying it at the time of the accident. And on this he predicated his motion for a dismissal of the case; that no evidence had been introduced to show that John Fitzgerald had committed a crime. After a 10 minute recess Judge Andrews granted the defendant's motion and dismissed the case.

The dismissal of a Criminal Action in a County Court is very unusual in the present day trials, and Mr. Fitzgerald's quick discharge bespeaks a brilliant victory for his attorney Francis J. Clohessy, one of Notre Dame's very finest legal products.

THE CLASS OF '21 AT THE BAR — THEIR LETTERS

The letter of Charles P. J. Mooney, published in the June issue of the Law Reporter, had informed us of his splendid success. The following is from the letter of Charles P. J. Mooney, senior, father of the Charles of the Class of '21:

Memphis, Tenn, Aug. 9, 1921

My dear Judge Vurpillat:

Out of a group of 114 candidates Charles' general average in the bar examination was the highest. This word from the Secretary. The Secretary told Captain Fauntleroy, my assistant, that while in some subjects a few graded a little higher than Charles, he went uniformly high in all subjects and seemed to have a thorough understanding of the subjects. The candidates were from the leading universities outside and inside the State.

I am writing this as a note of appreciation to you and the other members of the Law Faculty.

Charles is on the paper. He must wait till the County Court meets to get a formal character certificate. My thanks to you, and best wishes.

Yours truly,

C. P. J. MOONEY

We are justly proud of the record Charles has made and of the expression of appreciation coming from his father, who is a man of high standing in public life in the South, and is an editor of The Commercial Appeal of Memphis, Tennessee. We have been recently informed that Charles P. J. Mooney, '21, has taken a place in a firm of noted corporation lawyers of Memphis.

* * *

Immediately following the announcement of the results of the Oc-

tober Bar Examination held in Springfield, Illinois, a telegram was directed to the Dean of the School of Law, which reads in substance as follows: (telegram not at hand.)

Illinois members of the Class of '21 made five touchdowns at the bar examination just held at Springfield. Henry W. Fritz, Edmund J. Maegher, William S. Allen, Alden J. Cusick and George Witteried. Congratulations due on account of our good course in law at Notre Dame. (Signed) HENRY W. FRITZ

A letter since received from Lawyer Fritz informs us that he is already actively engaged in the practice and he relates his first case experience (and promises to do better next time).

We have letters from all these Illinois Boys except George Witteried, who has visited us since his successful passing of the bar, and told us of his intentions to "get going soon."

* * *

We have a very beautiful personal letter from William S. Allen, written from 858, The Rookery, Chicago. At the outset he issues a peremptory writ of mandamus against its publication. But we must remind him that for every reasonable exercise of the police power the good citizen must sustain his loss cheerfully and without legal compensation. In the interest of the public welfare therefore we shall proceed to publish in the Law Reporter what is deemed printable. He says:

Dear Judge Vurpillat:

"I want this to be a personal letter to you, so please do not put it in the Law Reporter. I want to tell you that I am grateful beyond words to you for your instruction and for your

many courtesies and favors to me.

"Five members of the Class of 1921 passed the Illinois Bar examination held in Springfield in October. The exam. was a typical Illinois Bar examination. I think you can deduce about what it was like. We shall take the attorney's oath before the Supreme Court of Illinois at Springfield next Thursday. We are the first class to go in under the new amendment to the rules of the Supreme Court which requires the application to appear in person before the court to take the oath and receive his license.

I am working for the firm of Pam & Hurd in the Rookery. I always have been an enthusiast for the law and still like it. The firm is a good one and they do more office work than court work. I firmly believe what Col. Hyones told us at the Law Banquet in 1920—that "The Law is a jealous mistress". No truer words were ever spoken.

I happened to be in Judge Landis' courtroom the other morning and saw Leo Hassenauer (Class of '20) admitted to Federal practice.

I want to thank you again for putting me through the Illinois Bar exam., and also hope you will remember me to the Law Faculty and my other friends at school.

Very Sincerely Yours,

WILLIAM S. ALLEN

We fully appreciate the fine sentiment of Mr. Allen's letter, so characteristic of him. All at Notre Dame well know his excellent record for scholarship and deportment and unanimously assure him of immediate and continued success in the service of the beautiful though "jealous mistress."

The following enthusiastic letter from Chicago speaks for itself concerning one of N. D.'s most favorably known scholars:

Dear Judge Vurpillat:

On Tuesday and Wednesday of last week I took the Illinois Bar Examination at Springfield. And yesterday I learned that I was successful.

Almost needless to say, my good fortune confirms in my mind what I have several times said to you and often said to others, namely, that Notre Dame law is as good as Harvard law or Columbia law or Georgetown law—as good as the law of any university in the land. Had I failed in my first tussle with the Board of Examiners, neither the Law School nor yourself and able staff would have shared the blame. My high opinion of Notre Dame would have remained unchanged. But having succeeded, I feel appreciative to you and your associates to a degree which is beyond expression. Please convey this thought to all members of the law faculty whose united efforts have made my good fortune possible. With me, your stock and theirs will sell par every day in the year.

Of course I will be down for the Nebraska game. At that time I will see you and Professors Tiernan, Farabaugh, Frederickson and Costello to personally convey my gratitude. Until then, believe me to be

Very truly yours,

ALDEN J. CUSICK

Mr. Cusick expects to apply his splendid legal talents along special lines of endeavor. He launched his work as a representative of the Northwestern Mutual Life Insurance Company of Milwaukee. He has tak-

en a position recently with the great advertising concern, Thos. J. Cusack Company. Mr. Cusick's splendid ability will assure his success anywhere.

* * *

From 4830 Indiana Ave., Chicago, comes the following letter:

Dear Judge:

Just a line to let ou know that I was successful in the October Bar X. I am pleased to take this opportunity of extending my gratitude to yourself and the other members of of the Law Faculty for the excellent course that I received at N. D.

The exam was comprised almost exclusively of Constitutional law, Evidence, Property, Wills, Conflict of Laws, Equity and Common Law Pléading. I feel that my success in the exam. was due primarily to a good course in Pleading and Conflict of Laws, as about twenty-five of the questions were on these two subjects. With best wishes for a successful year, I remain

Very truly yours,

EDMUND J. MEAGHER

The letter was too slow for the good news in the following case, so came this telegram: "Rochelle, Ill., Dec. 15, 1921. (To the Dean) Thanks to you and all the rest. I passed the State Bar Examination. Your system is great. GEORGE D. O'BRIEN."

George did not complete the required time of resident study until the close of Summer School and therefore did not take the Illinois Bar Examination with the June members of his class. George makes the sixth of the Class of '21 to pass the Illinois Bar. In a letter previous to the examination he expressed the hope that he might honor the Law School by passing, and also gave high praise and credit to the school and its course.

* * *

Three of the Indiana members of the Class of '21 have passed the required examination and been admitted to the St. Joseph County Bar Association, and are engaged in the practice of law in South Bend. Frank Coughlin was recently appointed Deputy Prosecuting Attorney. Walter A. Rice and Harry Richwine, while practicing law in South Bend, are also pursuing their studies in the Law School for the master's degree.

DIRECTORY

Of the Notre Dame Law Alumni

In Forwarding Business to a Distant Point Remember Your
Fellow Alumni Appearing in This List.

ARIZONA

Tucson—
James V. Robins,
107 Melrose St.

ARKANSAS

Little Rock—
Aristo Brizzolara,
217 E. Sixth St.

CALIFORNIA

Los Angeles—
Terence Cocgrove,
1131 Title Insurance Bldg.
John G. Mott, of
Mott & Cross,
Citizens National Bank Bldg.
Michael J. McGarry,
530 Higgins Bldg.
Leo B. Ward,
4421 Willowbrook Ave.
San Francisco—
Alphonsus Heer,
1601 Sacramento St.

COLORADO

Telluride—
James Hanlon

CONNECTICUT

Bridgeport—
Donato Lepore,
645 E. Washington Ave.
Raymond W. Murray,
784 Noble Ave.
Hartford—
James Curry and Thos. Curry, of
Curry & Curry,
D'Esops Bldg., 647 Main St.

DISTRICT OF COLUMBIA

Washington—
Timothy Ansberry,
208-12 Southern Bldg.

GEORGIA

Atlanta—
Fay Wood,
225 E. Fourth St.

ILLINOIS

Aurora—
Robert Milroy,
113 Fox St.
Batavia—
Joseph Feldott
Belvidere—
Stephen F. McGonigle,
1011 Whitney St.

Budd—

Arthur B. Hughes

Campus—

Francis T. Walsh

Chicago—

Francis O'Shaughnessy,
10 S. LaSalle St.
Hugh O'Neill,
Conway Bldg.
Charles W. Bachman,
836 W. Fifty-fourth St.
John Jos. Cook,
3171 Hudson Ave.
James V. Cunningham,
1610 Conway Bldg.
Hugh J. Daly,
614 Woodland Park
Leo J. Hassenauer,
1916 Harris Trust Bldg.
William C. Henry,
7451 Buell Ave.
John S. Hummer,
710-69 W. Washington St.
Albert M. Kelly,
2200 Fullerton Ave.
Daniel L. Madden,
Conway Building
Clement C. Mitchell,
69 W. Washington St.
William J. McGrath,
648 N. Carpenter St.
Thos. J. McManus,
5719 Michigan Ave.
John F. O'Connell,
155 N. Clark St.
Joseph P. O'Hara,
1060 The Rookery
Clifford O'Sullivan,
2500 E. Eeventy-fourth St.
Stephen F. Reardon,
405 Peoples Life Bldg.
Francis X. Rydzewski,
8300 Burley Ave.
Delbert D. Smith,
3966 Lake Park Ave.
Fred L. Steers,
1350 First National Bank Bldg.
Max St. George,
108 S. LaSalle St.

Decatur—

William P. Downey,
110 N. Water St.

Dixon—

John Sherwood Dixon,

East Ottawa—

Harry F. Kelly, of
Kelly & Kelly,
Eastwood

- East St. Louis—
Joseph B. McGlynn and Daniel McGlynn,
of McGlynn & McGlynn,
120 N. Main St.
- Elgin—
Thos. J. Hoban,
16 Chicago St.
Frank A. McCarthy,
18-14 Elgin National Bank Bldg.
Lawrence McNerney,
Home Bank Bldg.
William Perce,
Opera House Bldg.
Elmer Tobin,
18 Chicago St.
- Galesburg—
Hon. Charles Craig
- Hoopeston—
George E. Harbert,
827 E. Penn St.
- Howard—
Paul J. Donovan
- Kewanee—
Thomas J. Welch,
Savings Bank Bldg.
- Loda—
Daniel P. Keegan
- Mendota—
John W. Dubbs,
Washington St.
- Moline—
Peter Meersman,
205 Reliance Bldg.
Matthew McEniry,
408 Peoples Bank Bldg.
- Mt. Carmel—
Martin E. Walter,
119 W. Seventh St.
- Ottawa—
Robert C. Carr, of
Johnson & Carr,
Central Life Bldg.
John E. Cassidy,
322 E. Superior St.
James J. Conway,
406-7 Moloney Bldg.
Daniel C. Curtis,
519 Guthrie St.
Thomas O'Meara,
Route 27
Thomas O'Meara,
406-7 Moloney Bldg.
- Peoria—
George Sprenger,
Jefferson Bldg.
- Polo—
Robert Bracken
- Robinson—
William E. Bradbury,
- Rochelle—
Thomas F. Healy
First National Bank Bldg.
- Rock Island—
Francis A. Andrews,
631 Fifth St.
- Springfield—
Thomas Masters
Albert C. Schliff,
918 N. Sixth St.
- Streator—
Elmer J. Mohan,
Route No. 3
- Woodstock—
Paul Donovan,
Hoy Block

INDIANA

- Anderson—
Edward C. McMahon,
2004 Fletcher St.
Philip O'Neill,
511-13-15 Union Bldg.
- Crawfordsville—
Justin J. Molony,
706 Binford St.
- Elkhart—
James S. Dodge,
229-31 Monger Bldg.
Wilmer O'Brien,
325-6 Monger Bldg.
Robert Proctor,
201-5 Monger Bldg.
- East Chicago—
Hugh E. Carroll
- Fort Wayne—
William P. Breen, of
Breen & Morris,
Peoples Trust Bldg.
Joseph Haley,
202 Shoaff Bldg.
Cornelius B. Hayes,
New Hayes Hotel
Thomas A. Hayes,
501 Bass Block
Frank M. Hogan, of
Colerick & Hogan,
Cor. Court and Berry Sts.
Emmett A. Rohyans,
2725 S. Calhoun St.
Lawrence Stephan,
1431 Hugh St.
- Frankfort—
Earl F. Gruber,
Dinwiddie Bldg.
- Gary—
Henry B. Snyder and Patrick Maloney,
of Snyder & Maloney,
738 Broadway
- Indianapolis—
James E. Deery,
316-324 Law Bldg.
Paul J. Smith,
2024 Central Ave.
- Kokomo—
George F. Windoffer,
324 W. Jefferson St.

Lafayette—

Francis J. Murphy,
430 S. Third St.
Chas. E. and Vincent Vaughan, of
Vaughan & Vaughan,
710-711 Lafayette Bldg.

John W. Eggeman,
800 N. Fourth St.

LaGrange—

George D. McDonald,
114 Sixth Ave.

Linton—

Hugh E. Carroll

Marion—

Fred B. Mahaffey,
622 S. Brownson St.

Michigan City—

Lorenzo Glascott,
223 W. Tenth St.

James Kenefick,
Care T. M. J. and J. P. Kenefick

Louis Finski

Mishawaka—

Ralph Feig,
Mishawaka Trust Bldg.

John Schindler,
215 S. Main St.

Montgomery—

Bernard Heffernan,
Route 4

McCordsville—

Harry Kelly
William H. Kelly

South Bend—

Leo J. Cook,
410 Union Trust Bldg.

G. A. Farabaugh and
E. A. Fredrickson,
504 J. M. S. Bldg.

Samuel Feiwell,
404 Citizens Bank Bldg.

Charles Hagerty,
J. M. S. Bldg.

Vernon R. Helman,
R. F. D. 5, Box 18

Patrick Houlihan,
203 Title Bldg.

Arthur B. Hunter,
710 Portage Ave.

Floyd Pellison,
334-36 Farmers Trust Bldg.

Joseph J. Kovacs,
109 N. College St.

Arthur May,
811 J. M. S. Bldg.

Ernest Morris,
Farmers Trust Bldg.

Thomas D. Mott,
522 Farmers Trust Bldg.

William McInerney,
104 Summers Bldg.

William B. O'Neill,
406 Citizens Bank Bldg.

John E. Peak,
224-26 Farmers Trust Bldg.

George W. Sands,
211-12 Conervative Life Bldg.

Armand Schellinger,
415-16 Union Trust Bldg.

George Schock
Samuel Schwartz,
706 J. M. S. Bldg.

Edwin H. Sommerer,
125 N. Francis St.

Vincennes—

Louis H. Hellert,
American Bank Bldg.

IOWA**Carroll—**

Joseph J. Meyers,
201 Masonic Temple

Des Moines—

William J. Hynes,
504 Observatory Bldg.

Dubuque—

Patrick J. Nelson,
200-6 Security Bldg.

Fort Dodge—

Michael F. Healy,
605-10 Snell Bldg.

Emmet P. Mulholland, and
Clement B. Mulholland,
300 Snell Bldg.

Ida Grove—

Matthew M. White

Iowa City—

John J. Ney

Lenox—

Eugene F. McEniry

Mason City—

John D. Wilson

Muscatine—

Richard B. Swift,
504 Laurel Bldg.

Newton—

Ralph Bergman

Preston—

Harry Godes

Waverly—

Humphrey L. Leslie,
204 S. State St.

KANSAS**Kansas City—**

Russell C. Hardy,
812 N. Fifth St.

Thomas V. Holland,
1623 Central Ave.

Theodore J. Lyons,
716 Pyle St.

KENTUCKY

Lebanon—

Samuel J. Spaulding,

Box 585

Samuel T. Spaulding

Owensboro—

Albert Oberst,
Masonic Bldg.

LOUISIANA

New Orleans—

Patrick E. Burke,
307 Camp

Thomas V. Craven,
305 Wells Fargo Bldg.

MASSACHUSETTS

Boston—

William P. Higgins,
730 Tremont Bldg.

Springfield—

William J. Granfield
Court Square, Theatre Bldg.

MICHIGAN

Detroit—

Harry Cullen,
1226-30 Dime Bank Bldg.

Daniel Foley,
1626 Penobscot

Thomas A. McLaughlin,
76 Belmont Ave.

Louis C. Wurzer and F. Henry Wurzer,
Wurzer & Wurzer,
910 Majestic Bldg.

Flint—

Vincent D. Ryan,
910 Flint P. Smith Bldg.

Grand Rapids—

Joseph Riley,
236 Valley Ave., N. W.

Jackson—

James G. Henley,
117 W. Pearl

Lansing—

Maurice D. Kirby,
310 Bauch Bldg.

MINNESOTA

Crookston—

Edmund E. Sylvester,
124 State St.

Joseph H. Sylvester,
124 State St.

Duluth—

Thomas McKeon,
817 Torrey Bldg.

Minneapolis—

Edward F. Barrett,
1774 Gerard Ave., S.

St. Cloud—

George L. Murphy,
340 Seventh Ave., S.

MISSOURI

Kansas City—

Leonard M. Carroll,
3117 Flora Ave.

Drexel L. Duffy,
201 Linwood Blvd.

Llewellyn D. James,
323 W. Armour Blvd.

John R. Meyers,
310 Ridge Bldg.

St. Louis—

John L. Corley,
Fullerton Bldg.

MONTANA

Butte—

Timothy Downey,
21 Center St.

Frank C. Walker,
825 W. Quartz St.

John Ward,
28 E. Quartz St.

Galen—

Albert Galen,
Galen Block

Malta—

William McGarry

NEBRASKA

Wahoo—

Frank Kirchman,
Box 337

NEVADA

Elko—

Edmund Carville,
Farrington Bldg.

Reno—

Michael Diskin

NEW JERSEY

Plainfield—

Andrew L. McDonough,
Babcock Bldg.

Rockaway—

Daniel P. Murphy,
Wriebands Corporation

NEW MEXICO

Las Vegas—

Thomas V. Truder,
East Las Vegas

NEW YORK

Albany—

T. Paul McGannon,
Care Office Attorney-General

Buffalo—

Max G. Kazus,
459 Amherst St.

Geneva—

Francis T. McGrain,
9 State St.

Rochester—
Daniel J. Quinlan,
47 Exchange St.
New York City—
Simeon Flanagan,
Care John J. Sullivan,
203 Broadway
Peter McElligott,
428 W. Twenty-fourth St.
Palmyra—
Harold P. Burke
Waverly—
Francis J. Clohessy,
455 Fulton St.

NORTH DAKOTA

Minot—
George McGee
Park River—
Jacob V. Birder
Rugby—
Thomas Toner,
Main St.

OHIO

Akron—
Clarence May,
427 Second National Bank Bldg.
Walter McCourt,
365 S. Main St.
Cincinnati—
Ernest DuBrue,
835 Beecher Ave.
Cleveland—
1852 Ansell Road
Stanley B. Cofall,
Harry Miller,
Grasselli Chemical Co.
Walter Miller,
318 Leader News Bldg.
James O'Hara,
303 Park Bldg.
Hugh O'Neill,
1934 Euclid Ave.
Columbus—
Donald Hamilton,
801-8 Huntington Bank Bldg.
Dayton—
Thomas Ford,
127 Maple St.
Joseph B. Murphy,
618 Dayton Savings & Trust Bldg.
John C. Shea,
Schwind Bldg.
Hamilton—
Michael O'Burns,
338 S. Second St.
Lancaster—
Michael A. Dougherty,
343 E. Walnut
Harry P. Nester,
156 E. Chestnut St.

Lima—
Francis W. Durbin,
607 Law Bldg.
Maumee—
Peter M. Ragan
Napoleon—
Edwin C. Donnelly,
827 Haley Ave.
Sandusky—
Edmund Savord,
Room 3, Sloan Block
Toledo—
Robert Dederich,
2619 Scottwood
Albert J. Kranz,
116 Nicholas Bldg.
Edwin J. Lynch,
642 Nicholas Bldg.
James T. McMahon,
2916 Collingwood Ave.
John B. McMahon,
940 Spitzer Bldg.
Arthur W. Ryan,
366 W. Central Ave.

OKLAHOMA

Tulsa—
Harold R. Delaney,
1412 S. Boulder St.
Leo Holland
Patrick M. Malloy,
1115 Denver St., P. O. Box 1957

OREGON

Astoria—
James L. Hope,
312-15 Spexarth Bldg.
Independence—
Francis W. Kirkland
Portland—
Roscoe Hurst,
1406 Yeon Bldg.
Frank Lonergan,
816 Electric Bldg.
Roger Sinnott,
Chamber of Commerce
Woodburn—
Stephen Scollard

PENNSYLVANIA

Homestead—
John J. Brislan,
400 McClure St.
Jeanette—
John W. Ely,
601 Germania Bank Bldg.
Johnstown—
John C. Larkin,
322 Wood Ave.
Philadelphia—
James P. Fogarty,
1607-08 Finance Bldg.

Edward Gallagher,
301 E. Lehigh Ave.
George Hanhauser,
401 Market St.

Pittsburgh—
Daniel C. Dillon,
811 Frick Bldg.

Rydal—
Edward Britt

SOUTH DAKOTA

Chamberlain—
Nicholas Furlong
Edgemont—
William A. Guilfoyle
Howard—
Theodore Feyder

TENNESSEE

Memphis—
Charles McCauley,
383 N. Second St.

TEXAS

Beaumont—
Harry P. Barry,
Stark Bldg.
Sinton—
Bryan Odem,
Sinton State Bank
James F. Odem

WASHINGTON

Centralia—
William Cameron,
304 W. Plum St.

WISCONSIN

Fennimore—
Ralph J. Lathrop
George F. Frantz, of
Clementson & Frantz,
Gravenbrock Bldg.
Green Bay—
John Diener,
Room 1, Parmentier Bldg.
Milwaukee—
Frank Burke,
904 Pabst Bldg.

Joseph E. Dorais,
Belvidere Apt., 58
Thomas C. Kelly,
66 Eighth St.
Chgauncey Yockey,
514 Wells Bldg.
Edward Yockey,
Merchants & Farmers Bank Bldg.

Neelsville—
George A. Frantz
Plymouth—
Gilbert P. Hand,
105 Milwaukee St.

Racine—
Grover F. Miller,
1116 College Ave.

Sparta—
John P. Doyle,
508 S. Water St.
Superior—
Sherman May,
2016 Hammond St.

CUBA

Ceinfuegos—
Andrew Castille,
Box 505

MEXICO

Mexico City—
Alfonso Anaya,
Qa, Apartado 52

PHILIPPINE ISLANDS

Beinaton Union—
Bernardo Lopez
Manila—
Jose Manuel Gonzales
Turlac, Tarlac—
Jose Urquico
Misamia Province—
Emilio Aranús
Sorsogen—
Doroteo Amador