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## Athletics

William G. Wood

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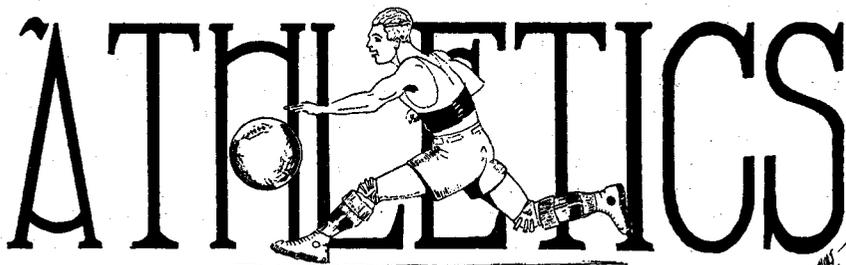
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# ATHLETICS



## WHAT NEXT?

Is there anything the athletic department can do for you, so you would be getting more out of your school? We are most anxious to put on any kind of a logical program and will welcome your suggestions. How would you like a handball tournament? Let us have your comments and we will make every effort to please you. Hand in your suggestions to Miss Scheiner in the office or to Mr. Felt, at any time.

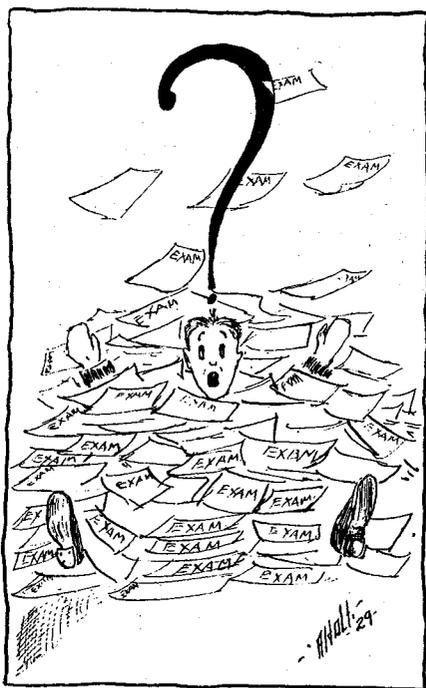
## SOMETHING NEW

A number of the boys have been enjoying an evening each week playing basketball and it has been decided by the athletic department to also include indoor baseball. Either of these games are sure to appeal to most of the students at Kent and it is expected there will be a larger attendance than ever before at the future gym nights.

Our friend Prof. Wood has agreed to run the indoor ball games, so you can be sure, with this backing, there are some great evenings in store for all those who take advantage of the opportunity offered.

The athletic department is most anxious that the heads of the various classes appoint some individual who will organize class teams so that a regular schedule may be run off. Classes, sections or fraternities are all requested to enter teams and make indoor baseball at Kent a great success.

In the meantime while we are organizing, there will be a few practice nights and every student at Kent is invited to come out. Get the benefit of one evening a week of enjoyable exercise. You will get a real kick out of each time you attend and you will feel fit for other things after you have finished these workouts.



Service is the amount of rent we pay for the space we occupy.—R. P. K.

### A CHART ON CONSIDERATION

It is seldom that charts can be used in the teaching of law; the subject being usually incapable of proper presentation by that very excellent means. It has seemed to me, however, that the various problems presented by the numerous kinds of consideration capable of occurring in contracts are adaptable of illustration by means of the chart presented on Page 5.

This chart is not presented as being a means of solving any of the problems therein shown; they must be solved by means of the application of fundamental principles not shown. But it is submitted that this chart presents all the logical combinations of legal, unenforceable, nugatory, and illegal considerations and promises that can occur in any one given case.

The chart is to be read horizontally; and so read, presents 35 problems; i.e., assuming in each case that the plaintiff comes into court and proves performance or tender of a consideration of the kind denoted in column 1, can he successfully sue a defendant who in exchange therefor has made a promise of the kind indicated in column 2?

With the exception of considerations described as —U\*—, the consideration column denotes equally an act or a promise of the kind indicated. U\* denotes a promise unenforceable at law, i.e., voidable, such as the promise of a minor or person non compos mentis, or a person voidable under the Statute of Frauds, but nevertheless performed by plaintiff before suit filed. It would seem that the solution for unenforceable executory considerations is identical with the solution in cases of a nugatory consideration, and so no new groups or cases need appear for that purpose. Strictly, Numbers 5, 6, 7, 8, 26 and 33 are unnecessary, as they are answered in each case the same as Numbers 1, 2, 3, 4, 25 and 29, respectively, and on identical prin-

ciples. However, the separate cases on the chart for U\* would seem to be justified in the interests of completeness.

The question as whether a particular consideration or promise which violates a law or public policy is illegal, nugatory (void), or merely unenforceable, depends upon the construction of that law or public policy in that particular jurisdiction. It is of course impossible to be more specific on that subject in a chart of this kind.

29 to 35 indicate completely divisible contracts, but between the same parties, and sued upon in the same suit; the promise in column 1 being supported by the consideration in the corresponding column, and the same as to No. 2.

The term *nugatory* is used as a convenient and short phrase including such things as promise to do what one is already bound to do; past consideration; etc.; and also such illegal acts or promises as the law treats merely as non-existent, but not tainted with illegality in its more opprobrious significance.

—Prof. Wm. G. Wood.

NOTE—See Page 11 for answers.

### PROMINENT ALUMNUS GIVES INTERESTING LECTURE

On Thursday evening preceding examination week, Mr. Rocco De Stefano delivered a very interesting lecture to the members of the Freshman Class on the subject of Criminal Procedure and the trial of Criminal Cases from the view point of one who has had twenty-eight years' active experience in that branch of the law.

Mr. De Stefano graduated from Kent in the Class of '98 and had as one of his instructors the late Edmund Burke, former Dean of the College and the father of our present Dean, Webster H. Burke.

# A CHART OF CONSIDERATION

PLAINTIFF CONSIDERATION	DEFENDANT PROMISE	PLAINTIFF CONSIDERATION	DEFENDANT PROMISE
1 L	L	21 L	L
2 L	U	22 L	L
3 L	N	23 L	L
4 L	X	24 L	L
5 U*	L	25 L	L
6 U*	U	26 L	L
7 U*	N	27 L	L
8 U*	X	28 L	L
9 N	L	29 L	L
10 N	U	30 L	L
11 N	N	31 L	L
12 N	X	32 L	L
13 X	L	33 L	L
14 X	U	34 L	L
15 X	N	35 L	L
16 X	X		
17 L	L		
18 L	L		
19 L	L		
20 L	L		

L—Legal and enforceable. U—Unenforceable. N—Nugatory. X—Illegal. U\*—Unenforceable, but performed and furnished by plaintiff. For unperformed unenforceable considerations, see answers to Regulatory Considerations.