

**MASSACHUSETTS BAR EXAMINATION
SECOND DAY AUGUST 1, 2013
ESSAY SECTION
MORNING QUESTIONS**

1. Joe has worked as a janitor at the offices of the Big Company for over five years. Six months ago, Paul, the President of Big, accidentally dropped a cup of coffee on an office floor while answering a call on his cell phone. Joe slipped on this wet floor, and badly injured his leg. Paul saw Joe fall and laughed at Joe since Paul thought that Joe's fall was funny. Joe was out of work from Big for two months and collected workers' compensation payments. Thereafter, Joe returned to work at Big.

A few months after Joe returned to work from his injury, he was given a copy of Big's yearly written performance review on Joe written by his supervisor Sam. The performance review said that Joe was not a hard worker, was often late to work, and was performing his job very poorly. Joe believed that this review was completely inaccurate, and that Sam had written these awful things simply because Joe was born in Puerto Rico. When Joe went to Sam to complain, Joe learned that a copy of this performance review of Joe had been given to all five members of Big's management committee. Big was about to layoff some employees due to decreasing revenues. Big's management committee was in the process of deciding whom to layoff. Two days later, Joe was told that he had been laid off by Big along with one other employee.

Joe then called up his friend Manny, a senior manager at Enormous Company, Big's largest customer. Joe told Manny that in his opinion Big was a racist organization. The next day, Manny called Paul and told him that Enormous was going to cancel a one-million dollar contract that Enormous had just signed with Big.

Joe applied for a janitor's position with Enormous and was hired. Joe then gave Manny some computer printouts that Joe had pulled from the trash at Big when he was still working there. These printouts were marked "confidential" and contained detailed technical information on one of Big's best selling products. Enormous used this information to create a product that was directly competitive with the Big product.

Yesterday, there was a freak snow storm that resulted in three inches of snow. As it was July and it looked like the snow would melt in a few hours, Sam decided not to clear the snow from the sidewalk in front of Big's office building. When Joe tried to go to Big's offices to visit with a friend for lunch, Joe slipped on the unshoveled snow on Big's sidewalk and broke his arm.

What are the rights of the parties?

2. Equality Now (“Equality”) was an association of individuals who had gathered in cities throughout the United States to protest and to petition the government to bring awareness about the social and economic inequalities caused by the policies and actions of local, state and federal government. The core purpose of Equality was to bring awareness through symbolic, around-the-clock, peaceful protests, or “occupations.” Members of Equality expressed their message through actual, physical occupation of a prominent location in a city through the establishment of a “tent city.” The tents were set up side by side and remained in place around-the-clock and, therefore, were a key component of Equality’s political statement.

In Boston, Equality’s members established their encampment with over 200 people on Capital Square, a park in downtown Boston’s financial district. Capital Square was created by the legislature, governed by a board of trustees, funded with both public and private money and maintained by a private Friends of Capital Square group (“Friends”). Capital Square’s rules and regulations provide that the Square is open from 7:00 a.m. to 11:00 p.m., but “public access and movement through the park is permitted 24 hours/7 days a week.” Also, “No overnight sleeping is allowed.” Equality did not apply for a permit to use Capital Square. Since Equality’s inception of its “tent city” on Capital Square, Equality has occupied Capital Square on a 24 hour, 7 days a week basis claiming to bring attention to the disparity of wealth and power in the United States. Equality claimed that, through the occupation of Capital Square, they sought to “take back the City” for a more just society. Equality set up living tents, established food and medical tents, a library tent, a spiritual tent and provided other services to its members occupying Capital Square. Homeless people have joined the occupation of Capital Square seeking food and shelter but they were not part of Equality’s movement.

The City became concerned about the safety of Equality’s members during the occupation. There have been threats against members of Equality in Boston and elsewhere. Also, there was concern for the safety of the public who lived and worked in the Capital Square area. There have been several reported claims of sexual harassment and assaults alleged to have been committed by Equality members. Capital Square could not be used by anyone else or for any other purpose during Equality’s occupation of Capital Square. The farmer’s market and food trucks that typically used Capital Square suffered a loss of sales during the occupation.

Their customers stayed away from the Square. The City's health department was concerned about the medical and food tents with no running water or toilets on site. The fire department questioned whether the encampment structures met the fire code and was also concerned about the open fires on the encampment. Similarly, the City's building department was concerned about the tents' structural safety as well.

After Equality had occupied continuously Capital Square for over 60 days, the Boston Police Department, without any warning, conducted a raid on Equality's encampment in the middle of the night. Members of Equality locked arms and formed a human circle. Police force was required to clear Capital Square. The police arrested more than 150 Equality members. Joan, a member of Equality, who had participated in occupations in other cities, was arrested and charged with criminal trespass and unlawful assembly in the Boston Municipal Court. Joan has filed a motion asking the Court to dismiss the charges against her.

How should the Court rule on Joan's Motion to Dismiss?

3. Olivia was born in 2008. At the time Olivia was born, her mother, Maria, was married to Danny but living with Jason, whom she had met soon after she separated from Danny. Jason did not know that Maria was married to Danny, and believed that Olivia was his biological daughter. On the day that Olivia was born, Maria and Jason executed a voluntary acknowledgment of parentage in which Maria swore under oath that she was not married and Jason acknowledged his paternity of Olivia. Jason doted on Olivia and spent significant time with her.

In 2010, Maria and Jason separated and Maria filed a complaint for support, custody or visitation with the Massachusetts Probate Court. The complaint named Jason as Olivia's father and requested custody. Danny was not named as a party or given notice of the complaint. Subsequently, pursuant to an agreed-upon stipulation between Maria and Jason, the Probate Court entered judgment granting joint legal custody to Maria and Jason and sole physical custody to Maria. The Probate Court also ordered Jason to pay child support in the amount of \$1,500 per month. Jason continued to spend several hours per week with Olivia. He frequently picked her up from school and took her to the park. On weekends, he would come over and help her with her school work and read to her. While Jason did his best to stay current with his child support payments, he fell behind and was in arrears to the tune of about \$3,500.

Danny was frequently in trouble with the law and had several misdemeanor convictions and a felony conviction for armed robbery. Maria went out of her way to avoid him and never told Danny that she had a daughter. On the few occasions that Maria would encounter Danny, he appeared to be drunk and he would often yell at her for no reason. In early 2011, Danny filed a complaint for divorce against Maria that did not identify any children of the marriage. However, in 2012, before the divorce complaint had been adjudicated, Maria was killed in a tragic accident. She did not have a will.

Alice, an attorney, was appointed to represent Olivia. Upon learning that Jason was significantly behind on his child support payments, Alice filed a complaint against Jason seeking to enforce the support order. The Court found Jason in contempt and ordered him to pay all outstanding child support owed.

Danny, upon learning that Maria had given birth to Olivia after he and Maria had separated, suspected that he was Olivia's father. Danny filed a motion to vacate the Probate

Court judgment which had granted joint legal custody to Maria and Jason, and sole physical custody to Maria claiming that he, not Jason, was Olivia's biological father. He also filed a motion seeking to award him sole legal and physical custody of Olivia. Danny and Jason agreed to paternity testing, which determined that Danny was Olivia's biological father. After learning the result of the paternity tests, Alice filed a motion on Olivia's behalf seeking to have the prior Probate Court judgment vacated.

Danny lived with his mother, Grace. He was unemployed after being fired from his last job because he was constantly arriving to work late or calling in sick. Grace was overjoyed when she learned about Olivia and with the prospect that Olivia might be her granddaughter. Grace was fully aware of Danny's drinking problems and his criminal history. She did not believe that Danny was a fit parent or could provide a loving and stable home environment for Olivia. Grace has filed a complaint seeking custody of or visitation with Olivia. Danny has objected to giving Grace custody or any visitation rights.

Jason has opposed the motions and complaints filed by Alice, Danny and Grace. He has filed his own complaint requesting that he be granted legal and physical custody of Olivia.

What are the rights, if any, of the parties?

4. In January, 2010, Boston-based Programmer developed software that she sold to Corporation. Corporation paid Programmer for the software with Corporation stock. Later that month, Programmer decided to buy a high-end copier for her home use. Programmer went to Dealer, a local retail store specializing in office equipment, and told a salesperson that she wanted a copier for her personal use. The salesperson showed Programmer a copier that salesperson thought would be appropriate. Programmer took advantage of Dealer financing and borrowed \$4,000 to buy the copier. After signing a security agreement granting Dealer a security interest in the copier, Programmer took the copier home. Dealer did not file a financing statement.

After several weeks, Programmer moved the copier to her office for her work as an independent consultant. She did not inform Dealer of this change in use. In May, 2010, Programmer borrowed \$50,000 from Bank to fund her business. In connection with the loan, she executed a security agreement granting Bank a security interest in all her office machinery, including the copier. Bank properly filed a financing statement the same day.

In 2011, Corporation borrowed \$10 million from Big Bank. In connection with the financing, Corporation executed a demand note in favor of Big Bank, together with a security agreement under which Big Bank took a security interest in all of Corporation's property, "whether tangible or intangible, including deposit accounts and cash." Upon execution of the loan documents by Corporation, Big Bank immediately filed a financing statement.

In early 2012, Programmer sold her stock back to Corporation. At that time, Programmer and Corporation entered into a contract that stated in part:

Corporation shall pay Programmer five percent, up to a maximum of \$250,000, of the net proceeds to Corporation in connection with any claims by Corporation against Techcorp relating to theft of trade secrets (the "Litigation"). The term "net proceeds" shall mean gross proceeds less legal fees of Corporation's counsel.

Corporation settled the Litigation in the fall of 2012 for \$12 million, which Techcorp wired to Corporation's counsel. On the same day, at Corporation's direction, after deducting legal fees in the amount of \$2 million, counsel wired the remaining cash proceeds to Big Bank. Programmer did not receive any of the proceeds.

On January 1, 2013, Programmer defaulted on her loans from both Dealer and Bank. The next day, Dealer repossessed the copier for the \$1,500 still owed Dealer from Programmer.

What are the rights of Bank, Dealer, Big Bank and Programmer?

5. Arnold was a cashier at a Boston department store, which was owned and operated by Benjamin. One afternoon, Benjamin advised Arnold that his services were no longer needed because business at the department store was very slow. Benjamin told Arnold that he could finish his final shift or leave immediately. Arnold decided to leave immediately.

Feeling depressed over his termination, Arnold decided to stop at the bar down the street from the department store. At the bar, Arnold had a few drinks with his friend Charles. Arnold told Charles that he had just been terminated from his job. Charles was outraged and told Arnold that “Benjamin deserves payback.” Arnold initially dismissed the idea, but after a few more drinks, decided that he needed to do something. Arnold told Charles that he was going to go back to the store and “rob Benjamin blind.” Charles said “Good, I want to help. I hate Benjamin. His prices are too high.” Charles gave Arnold a pair of plastic gloves so that Arnold would not leave any fingerprints in the store. Charles, who was visibly drunk at this point, also drove Arnold back to the department store.

The department store was closed when Arnold and Charles arrived. Arnold threw a brick through the front window. He took 10 watches that were displayed in the front window of the department store. The watches were worth \$1,000 each. Arnold jumped into Charles’s car and the two drove back to the bar. At the bar, Arnold and Charles told David what happened at the department store. All three men laughed at the story and shared another round of drinks. Arnold asked David to hold five of the watches for a few days. David agreed to hold the watches on the condition that he could keep one for himself. Arnold also gave Charles a watch and thanked him for the advice and assistance. Arnold paid for a final round of drinks and returned home with the remaining four watches later that evening.

The next morning, Benjamin discovered the broken window and the missing watches. He immediately suspected Arnold and called the police. The police officer investigated the scene and told Benjamin that the police would ask around the neighborhood for information. When the police officer came to the bar, he asked David whether he knew anything about the incident at the department store. David said he knew nothing about it. After the police officer left the bar, David tried to call and warn Arnold, but there was no answer. The police officer told

Benjamin that no one in the neighborhood had seen or heard anything about the incident. He also told Benjamin to contact the police if he found out any more information.

Later that night, Benjamin went to Arnold's house. He knocked on Arnold's door, but there was no answer. Benjamin pried open the locked door and entered the house, where he found Arnold sitting on the couch. Arnold jumped up and told Benjamin to "get out of my house." Benjamin noticed that there were several watches located on Arnold's coffee table. Benjamin ran over to the couch and punched Arnold in the face, knocking him to the floor. Benjamin stood over Arnold and yelled, "If you come near my store again, I will kill you." Benjamin then took the watches, left the house and called the police. When the police arrived, Benjamin turned over possession of the watches. Arnold was later arrested. Arnold has filed a motion to suppress the use of the watches.

What crimes have been committed? How should the Court rule on Arnold's motion to suppress?

**MASSACHUSETTS BAR EXAMINATION
SECOND DAY AUGUST 1, 2013
ESSAY SECTION
AFTERNOON QUESTIONS**

6. You work as an attorney in a legal services clinic. Earlier today you met with Sally. She told you the following information:

Last summer Sally moved to Massachusetts and rented a two-bedroom apartment in a large apartment building owned by Larry. The rent for the apartment was \$800 a month, which amount included heat, hot water and all utilities. The rent for each month was due on or before the first day of that month. Sally and Larry did not have a written lease for the apartment. Before Sally moved into the apartment, Larry required that Sally pay him one additional month's rent (\$800) as a security deposit. Sally lived alone in the apartment, paid her rent on time, and did not cause any damage. Sally has been taking medicine for depression.

Sally went on to tell you the following information:

- a. Sally asked Larry if she could keep a dog as a pet in the apartment in order to comfort her at night, and Larry said no. Larry then said that he did not allow any dogs to live in his apartment buildings.
- b. Sally asked Larry if her five-year old daughter Jill (who had been living in New York with Sally's ex-husband) could move into the extra bedroom in Sally's apartment, and Larry said no. When Sally asked why not, Larry said that his apartments had some lead paint on the walls and, thus, he could not allow young people to live in them.
- c. In late March, 2013, Larry told Sally that the monthly rent for her apartment would be going up to \$1,000 per month effective April 1, 2013. Sally said that she could not afford the extra \$200 in rent per month, and would refuse to pay anything more than \$800 per month. Sally paid Larry \$800 per month for April and May, 2013, and Larry accepted these payments.
- d. The hot water in Sally's apartment was never more than lukewarm. When Sally complained about it to Larry last fall, he told her that if she did not like it she could move out. In mid-May, 2013, Sally complained about the lack of hot water in the apartment to

the local health inspector. After the health inspector spoke to Larry the following day, Sally's apartment began to get hot water.

- e. In late May, 2013, Larry refused to accept Sally's \$800 check for the June, 2013 rent, and handed Sally a written notice to quit, which specified that Sally could cure by paying the unpaid rent in full within ten days. Sally could not find another suitable apartment nearby and thus, did not move out of her apartment. Sally has not paid any rent to Larry since receiving the written notice to quit.
- f. In mid-July, 2013, Larry had his attorney, Alan, file a complaint in the local Housing Court to evict Sally from the apartment. Larry had a deputy sheriff serve Sally with a copy of the complaint that same day. Larry then went to see Sally and told her that if she did not move out within the next week he would shut off the utilities in the apartment since she was no longer paying him any money to pay for these utilities.
- g. Alan called Sally two days ago and asked Sally who was her attorney. Sally told Alan that she did not have an attorney. Alan then told Sally in a friendly tone: "You do not have a case. There is no point in you paying to hire an attorney in this matter. Trust me, you should move out of the apartment immediately in order to avoid the hassles of an eviction proceeding."
- h. Sally called Larry yesterday and offered to pay him immediately all of the unpaid rent that he claimed that she owed as long as she could stay on as a tenant. Larry refused and told her that he no longer wanted her as a tenant. Larry then handed Sally an \$800 check which, he said, was the return of her original security deposit.

What are the rights of the parties?

7. Student Travel, Inc. (“Student Travel”) is a Massachusetts corporation based in Boston, Massachusetts. Student Travel organized overseas trips for high school students who come from throughout the United States. Casualty Insurance, Co. (“Casualty”) was the insurer for Student Travel. Casualty has its corporate headquarters in Scottsdale, Arizona.

In 2011, Ann Smith, a history teacher at High School in Mesa, Arizona, signed a contract to be a “Group Leader” with Student Travel to lead a group of high school students to Italy from Arizona and other states. Ann sent the signed contract to Student Travel in Boston, and Ann was paid by Student Travel for her services. Ann collected trip deposits from some participants on the tour and then sent the deposits to Student Travel in Boston. Ann communicated with Student Travel by telephone to make arrangements for the tour, both before and during the trip. Bob Taylor, also a teacher at High School, mailed his completed application to serve as a “Chaperone” to Student Travel, signed a contract and was paid by Student Travel.

Dan Jones was one of the 75 students who travelled in Ann’s group to Italy. Dan’s parents signed a contract for the trip and sent both the signed contract and payments to Student Travel’s Boston office. During the trip, problems developed within the group with much drinking and disruptive behavior. While in Florence, Italy, a fight broke out between students in Ann’s group and some students in another group also travelling through Italy. The other group of students was organized by Road Scholars, an organization headquartered in Chicago, Illinois, which also conducts student travel trips for high school students who come from throughout the United States. Dan sustained serious injuries from the fight, was temporarily comatose and unable to speak, and underwent emergency brain surgery in Italy. When Dan returned to the United States, he continued to receive medical care and treatment.

Dan and his parents (the “Jones”) filed a suit against Student Travel, Ann, Bob and Road Scholars in Arizona state court alleging a failure to supervise the students on the trip. Casualty then filed a suit against Student Travel, Ann, Bob, Road Scholars and the Jones in Massachusetts Superior Court seeking a declaratory judgment to determine what insurance coverage, if any, that Casualty owed to Student Travel.

Student Travel, Ann, Bob, the Jones and Road Scholars moved to dismiss Casualty's complaint.

What are the rights of the parties? How should the Court rule on the Motion?

8. Dorothy, a widow, owned a modest ranch house in City which she bought in 1983 when she was 40 years old. Dorothy had three children: Sam, Martha and Larry. Since 1995, her son, Sam, lived in a downstairs apartment in Dorothy's house with his wife and twin sons, Nick and Jack. Each month, Sam gave Dorothy \$250 to help her with some of the expenses associated with the house. Sam would also mow the lawn and do some general maintenance such as painting and carpentry work. Sam always hoped that Dorothy would leave him the house when she died.

Sam had difficulty maintaining steady employment and Dorothy constantly worried about what would happen to Sam and his family when she died. She often told Sam that she was very thankful for his help and that he did not have to worry about a place to live when she died.

Martha lived on Nantucket with her husband and daughter, Abby. Larry lived out of state with his wife and two children, Brian and Cathy. Both Martha and Larry would visit Dorothy regularly on holidays and special occasions several times a year. Dorothy owned a valuable antique dining room set that she promised Larry could have when she died. Unbeknownst to Dorothy, Larry had a child, Pamela, born out of wedlock from a prior relationship when he was 20 years old.

In 2008, Dorothy died. Her validly executed will contained the following provisions:

- a. I bequeath to my son, Sam, my residence situated in City to occupy during the term of his life. I direct that Sam shall maintain insurance and pay all expenses of the property, including all real estate taxes;
- b. Upon Sam's death, I bequeath the remaining interest in my residence in equal shares to my grandchildren; and
- c. I bequeath the rest and residue of my estate to my daughter, Martha.

After Dorothy's death, Sam's financial problems worsened. He failed to pay the real estate taxes and the homeowner's insurance. As a result, the homeowner's insurance policy was cancelled and City filed a notice of tax taking for the unpaid real estate taxes. Sam could also not afford to pay for plumbing repairs in the kitchen and much needed roof repairs. Sam sold most of Dorothy's personal possessions, including the dining room set, to pay for necessities.

By 2012, the house was in extremely bad condition and was not habitable. Sam's sons, Nick and Jack, moved out as soon as they reached the age of 18. Sam's wife left him. Because of the condition of the house, Sam moved out and rented a small apartment from Landlord in a gritty section of City. Landlord owned several apartment buildings in City which were frequently cited by City's housing inspector for housing code violations.

Martha and Larry were outraged that Sam had allowed the house to fall into such disrepair and wanted to sell the house. Sam refused to let them sell the house but then told them he would agree to sell the house as long as he received 50% of the proceeds of the sale. Martha and Larry refused to agree to his demand. Sam now claims that Dorothy had promised the house to him as repayment for all the work and support he provided to her while she was alive.

What are the rights of the parties?

9. Mary, Nancy, Olive and Pam were stockholders of Massachusetts Corporation (“Corporation”), a business that sold sports memorabilia. Corporation had 1000 shares of common stock authorized, issued and outstanding, with each share entitled to one vote. Corporation’s stock ledger listed Mary, Nancy and Olive as each owning 300 shares of Corporation Stock, and Pam as owning 100 shares, which she had inherited. Mary, as President of the Corporation, Nancy as Vice President, and Olive as Treasurer, all enjoyed generous salaries, bonuses and benefits. Pam received no compensation from Corporation, as she had been unable to convince the other three stockholders that she had appropriate expertise to be hired as an employee. Furthermore, despite Corporation’s success, Corporation had never declared dividends.

Olive was in charge of managing agreements with independent buyers who would buy memorabilia on behalf of Corporation. Each buyer received written instructions from Corporation to purchase items, and would use Corporation’s forms for purchases. On behalf of Corporation, Olive negotiated a contract with Quentin to act as a buyer, and issued him written authorization to purchase a particular autographed baseball. In a separate email, Olive wrote Quentin that he should not pay more than \$10,000 for the item. Quentin showed the written authorization to Seller, but did not disclose the limitation imposed by the email. Quentin bought the baseball on behalf of Corporation for \$15,000.

Shortly after Nancy took over Olive’s duties managing Corporation’s buyers, Nancy learned of Quentin’s purchase. Immediately, she sent Quentin a letter terminating his contract, and demanding that Quentin cease all activities as a buyer for Corporation. After receiving the letter, Quentin bought himself an autographed hockey stick from Seller for \$7,500. As was customary, Quentin used Corporation’s contract forms for the item. Corporation refused to pay Seller for both of Quentin’s purchases.

After the end of Corporation’s fiscal year on December 31st, Corporation’s clerk sent notice to all of its stockholders on February 15, stating that the annual meeting to elect three directors, among other things, would be held on March 25 at 9 a.m. at Corporation’s offices. The record date for the meeting was March 5. Of the four stockholders of record, Mary and Nancy were present at the March 25 annual meeting, as were Edward and Frank. Edward handed

Corporation's clerk a proxy signed by Pam, dated March 18, authorizing Edward to vote Pam's shares at the meeting. Olive had transferred her shares on March 6 to her son Frank, who handed Corporation's clerk evidence of the transfer.

At that March 25 meeting, Mary cast 300 votes for each of Mary, Nancy and Olive. Likewise, Nancy cast 300 votes for each of Mary, Nancy and Olive. Edward cast 100 votes for himself and 100 votes for Pam. Frank cast 300 votes for Edward and 300 votes for Olive.

What are the rights of the parties?

10. Fred and Barney were neighbors in Boston for many years. Fred had long admired a famous oil painting hanging in Barney's living room and had offered to purchase it on several occasions. However, Barney declined the offers because he had inherited the painting from his father. One evening, Barney and his wife Carol invited Fred and his wife Wilma to their home for dinner. While Carol and Wilma chatted in the living room, Fred and Barney watched television in the den. Fred said to Barney, "I've been asking you about this painting for years. What will it take for you to sell it to me?" Barney responded by saying, "I actually could use some cash right now. I might be persuaded for the right price." Fred immediately offered \$1,000. Barney told Fred to draw up a contract for their mutual signature in the morning.

On the way home from dinner, Fred told Wilma that Barney had finally agreed to sell the painting for \$1,000. Wilma was happy, and called Carol to share the good news. Carol said to Wilma, "I know. Barney just told me that he agreed to sell the painting to Fred. Frankly, I am happy to get rid of that hideous thing."

The next morning, Fred presented the draft contract for Barney's review and signature. Barney quickly reviewed the contract, made a notation on his signature line and handed the contract back to Fred. He then told Fred, "Let's finish this up over dinner tonight." Fred showed up for dinner that evening with a certified check for \$1,000. However, Barney told him that, after further consideration, he could not sell the painting to Fred because it was a "priceless family heirloom." Fred was irate. He claimed that Barney had signed a contract to sell the painting and was obligated to do so. Barney claimed that he never agreed to sell the painting and, moreover, that he never signed the contract. After a heated argument, Barney kicked Fred out of his house.

The next day, Fred filed suit in Superior Court. The following occurred at trial:

- a. Fred called his wife Wilma, and she testified that Barney had agreed to sell the painting. Barney objected to Wilma's testimony.
- b. Fred also called Barney's wife Carol to testify that Barney had told Carol that he agreed to sell the painting to Fred. Barney objected to Carol's testimony.

- c. Fred testified that the notation on the contract was in fact Barney's signature because he had received several holiday cards from Barney bearing his signature. Fred sought to introduce the holiday cards into evidence. Barney objected.
- d. Barney sought to have admitted into evidence an email from Fred in which Fred offered to resolve the lawsuit out of court in exchange for a payment of \$500. Fred objected.
- e. Barney sought to have the trial court take judicial notice of a city ordinance that required all sales of personal property, including artwork, to be accompanied by a certified appraisal. Fred objected.
- f. Barney called Fred's former business partner, Mary, to testify that Fred had a reputation in the Boston community for being dishonest. Fred objected.

How should the Court rule on each of these objections?