

**MASSACHUSETTS BAR EXAMINATION
SECOND DAY JULY 30, 2015
ESSAY SECTION
MORNING QUESTIONS**

1. You are John's attorney. Your client has come to you for advice on several matters relating to a yard sale that he held at his house on May 1, 2015.
 - a. Alex approached John at the yard sale and offered to buy John's used racing bicycle for \$900, with the full payment to be made the next week. John agreed and drafted a sales agreement for the bicycle in which Alex promised to pay John \$900 on or before May 8, 2015. Alex and John both signed the agreement. John then agreed to let Alex take the bicycle with him on May 1 as long as John could make a copy of Alex's driver's license. Alex agreed. Alex's driver's license showed Alex to be 21-years old. On May 8, Alex and Alex's parents came to John's house and told him that the bicycle had been in an accident and was totally destroyed, and that Alex would not be paying John for the bicycle. Alex also told John that he was "only 17-years old" and that the driver's license that he had shown John was fake. Alex's parents told John that they were not going to pay John for the bicycle as John "should not have sold such an expensive bicycle to a kid." John wants to sue Alex and Alex's parents for the \$900.
 - b. Last year, John bought a "Babe Ruth signed baseball" at a sports memorabilia show for \$2,000. At the yard sale, John showed Betty the Babe Ruth signed baseball and told her that she could buy it for \$2,500. Betty agreed and paid John that amount. Betty sent the signed baseball to an appraiser, who told her that the baseball's signature definitely was a fake since that baseball's manufacturer did not exist until five years after Babe Ruth died. On May 20, Betty came back to John and asked for all of her money back. John told her that he really thought that the baseball's signature was authentic and that all sales were final. Betty threatened to sue John unless he pays her the \$2,500 within the next week.
 - c. Clair and John spoke at the yard sale. Clair told John that she was getting married nearby, in an outdoor wedding in two days, and was thinking of buying John's antique paper flower collection to use as decorations. John told Clair that her idea was great, and offered to sell the paper flower collection to her for \$500. John said that the weather on her wedding day should be sunny. Clair agreed and said that she could not use the paper

flowers if it rained. Clair bought the paper flowers for \$500. It rained on Clair's wedding day. Clair went back to John on May 7 to return the paper flowers because she had not been able to use them due to the rain. Clair reminded John that they had both agreed when she bought the paper flowers that it would not rain on her wedding day. John refused to return her money and said that all sales were final. Clair has threatened to sue John.

- d. At the yard sale, John offered to sell a painting of a windmill in the style of a Dutch master. John's son made the painting last year at art school as a gift to his father but, as a joke, signed it as if it were a Rembrandt. John did not put a price tag on the painting. David saw the painting and said: "Wow. A real Rembrandt. I will give you \$3,000 for it." John accepted David's offer and sold him the painting. Two weeks later, David came back to John and demanded his money back because the painting was not a Rembrandt. John refused. David has threatened to sue John.

What legal advice would you give John on these matters?

2. Brienne, originally from Boston, was a famous actress. She was cast to be the lead in a new movie to be filmed in Boston. The movie was a fictional account of a serial killer who had evaded capture for years. Brienne had long yearned to make a movie in her home town and was determined that this movie would be her best effort ever. Since it had been many years since she had lived in Boston, she contacted Arya and Theon, two of her best friends from high school, whom she had not seen in years. Brienne asked Arya and Theon if they would be willing to spend a day with her and show her around Boston so she could get a feel for the city to better understand her character. Both Arya and Theon were surprised to hear from Brienne but agreed to show her “around the city.” The three of them agreed to meet on the following Wednesday and spend the day touring their “old haunts” and show Brienne how much Boston had changed since she moved away.

In reality, Arya had been holding a grudge against Brienne for years. Arya had lived a troubled life since high school. She had been involved with drugs and had been convicted of shoplifting as well as several other petty crimes over the years. A few years after graduating high school, Arya had reached out to Brienne for help but Brienne never responded. Arya was angry that Brienne had called her now only because she was coming back to Boston and wanted help. Neither Theon nor Brienne were aware of Arya’s criminal past or her true feelings toward Brienne. Shortly after scheduling the meeting, Arya called Theon and suggested that they show Brienne a “really good time” and that she knew just the place to take her. Theon meekly agreed.

On Wednesday, Arya, Theon and Brienne met at the designated place and time, and Arya agreed to drive them around. As they were driving, Brienne pulled a large handgun out of her pocketbook and said: “I never go anywhere without it. You never know when you might need it.” The tour of Boston turned into a tour of Boston’s bars. Each of them consumed multiple drinks during the day and also consumed several beers from a cooler in the car. As it was getting dark, Arya drove to an abandoned warehouse by the waterfront where they were met by Ramsay, Arya’s friend. Ramsay ordered everyone out of the car and tied up Brienne. Arya continued to drink beers and screamed at Brienne for not responding to her calls for help many years ago. Ramsay took Brienne’s gun out of her pocketbook and started waving it at Theon and Brienne. Theon shouted: “Hey, I’m with you guys!”

Eventually, Arya and Ramsay passed out from all the drinking. In the middle of the night, Brienne was able to wriggle her hands and feet out of the rope and started to run away, yelling for help. Ramsay woke up and started chasing Brienne with her gun. A security guard, hearing the commotion, arrived at the same time Brienne was running out of the warehouse. Ramsay fired two shots at Brienne, missing both her and the security guard. In the darkness, the security guard, confused as to what was happening, drew his gun and fired several shots in the direction of where he believed the shots had been fired. The security guard's shots struck and killed Brienne. Ramsay then shot and killed the security guard.

Theon and Arya awoke dazed and confused. Theon grabbed Arya by the neck and yelled at her: "What did you get me into?" Arya, afraid she was going to die, shoved Theon with all her strength. Theon fell backward into an open pit, struck his head on a rock, and died. Ramsay ran back to Arya and threatened Arya that if she ever told anyone about what happened, he would kill her. Ramsay then ran off. The police arrived and arrested Arya. She never saw Ramsay again.

While Arya was in prison awaiting her upcoming trial, she received a visit from Tormund. Tormund told Arya that he was a friend of Ramsay and that Ramsay appreciated that she had not "spilled the beans" about Ramsay's involvement at the warehouse. Tormund told Arya not to worry about her trial. He said Ramsay would make sure she had a "friendly" jury. Arya's trial started the following week where she was represented by Lawyer. During a break at trial, Lawyer recommended to Arya that she accept a guilty plea deal offered by the prosecution. Arya responded: "Don't worry. The jury has been bought and paid for."

What crimes, defenses and legal issues are presented?

3. Mark worked as a recruiter in Massachusetts in the field of executive job placement. Mark was retained by a Boston company (“Company”) to search for a new President, in return for which Company would pay Mark a fee equal to 20% of the new President’s salary. Mark contacted Brenda, who worked in another state (“State”), to help him locate candidates. Mark and Brenda agreed to a fee arrangement whereby Mark would keep one-third of any payment resulting from a successful candidate placement with Company, and Brenda and Mark would share the remaining two-thirds in proportion to their respective time spent on searching for candidates.

Brenda and Mark spoke by phone and exchanged several emails over the next three months regarding various prospects, including Dennis. All of Mark’s work on the search was conducted in Massachusetts, while Brenda conducted all of her work in State. Ultimately, Company hired Dennis from State at an annual salary of \$2.7 million. Mark refused to pay Brenda from the proceeds Mark had received from Company for Dennis’s placement. Mark claimed that Company had hired Dennis as a result of the many hours that Mark had invested in placing Dennis, and that Brenda had spent almost no time on the matter.

Brenda filed a breach of contract claim against Mark in State’s federal district court, claiming \$180,000 as her portion of the placement fee. Mark filed a motion to dismiss the action based on lack of jurisdiction over the subject matter or the person. Alternatively, in the same motion, Mark also requested a transfer of venue to Massachusetts federal district court. State, where Brenda resides, has a statute similar to Massachusetts, which provides: “A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a cause of action arising from the person’s transacting any business in this state.”

Angry over the claim Brenda had brought against him, Mark stopped at a Cambridge bar one night, and after several beers, badly injured another patron, Patrick, in a scuffle. After Patrick’s release from the hospital, where he had been in a coma, Patrick brought a civil action in Massachusetts Superior Court against Mark for assault and battery, and also against Xavier, the owner of the bar, for negligence. Patrick has learned that Mark was in the process of selling his home, and had transferred most of his assets to his spouse. Mark did not know whether Xavier had any insurance coverage. Meanwhile, Xavier’s liability insurer (“Insurer”) notified Xavier that it had disclaimed liability coverage under its policy.

How should the court rule on the matters of jurisdiction and venue? What procedural rights and remedies are available to Patrick and Xavier?

4. David and Charlie were neighbors in a two-family house in Boston. They shared one parking space in the driveway in front of the home. David and Charlie, both of whom owned cars, had agreed that the parking space would be used on a first-come, first-serve basis. After an overnight snowstorm, David woke up and discovered that his car, which was parked in the driveway parking space, was buried in three feet of snow. David spent two hours shoveling the snow and digging out his car. David then drove to work.

When David returned home from work, he noticed that Charlie's car was parked in their driveway parking space. David was annoyed and decided to speak to Charlie about parking in the driveway. David knocked on Charlie's door and asked him to move his car out of the parking space. David explained to Charlie that he had spent a long time shoveling the driveway and it was unfair for Charlie to "swoop in and steal the parking space." Charlie responded by saying: "Hey man, it's first-come, first-serve...and I got here first."

David returned to the driveway and, using his house keys, scratched the word "JERK" on the hood of Charlie's car. The next morning, Charlie discovered the scratch on his car and immediately suspected that David was responsible for it. Charlie took a shovel and smashed one of the rear lights on David's car, which was parked down the street. Charlie left for work, but put his lawn chair in the parking space in order to preserve the spot.

Later that evening, David left work early so that he could get home before Charlie. When David arrived home, he noticed Charlie's lawn chair in the driveway parking space. David removed the lawn chair and parked in the driveway space. David took Charlie's lawn chair inside and put it in his basement.

When Charlie arrived home, he saw David's car in the driveway parking space and, moreover, that the lawn chair was gone. Charlie, still upset over his car being scratched, grabbed his shovel and banged on David's door. Charlie yelled: "Open this door and get out here!" He also demanded that David return his lawn chair. David saw Charlie with the shovel through his peephole. David ran to get his gun, which was unloaded. David quickly opened the door, kicked Charlie in the stomach and pointed the unloaded gun at him. David then told Charlie: "Get away from my home or I'll blow your brains out." Charlie dropped the shovel and ran away.

Charlie wanted to get even with David after the confrontation at David's house. Charlie decided to hang posters around the neighborhood with a picture of David dressed as a cat burglar, along with the message "David Smith took my property and he will take yours too."

Several neighbors called David to tell him about the posters. David was furious and went out to remove the posters, leaving his front door unlocked. Charlie saw David leave and entered David's home to look for Charlie's lawn chair. Charlie found the lawn chair in the basement. As Charlie was leaving with the lawn chair, he was attacked by David's pit bull dog, which was notorious in the neighborhood for biting people. Charlie suffered multiple wounds.

Meanwhile, as David was removing the posters, he told the neighbors that "Charlie is a convicted sex offender."

What are the rights of the parties?

5. In 1987, Kathryn was 17-years old. She loved animals and volunteered at her local Animal Shelter. She was also an heiress.

Among Kathryn's numerous assets, she owned a mansion in Malibu, California, a summer home on Martha's Vineyard, a collection of 30 evening gowns worn by famous actresses from the 1940s, and three Italian sports cars. Kathryn was also the beneficiary of a \$10 million revocable trust, established by the Settlor, Kathryn's grandmother. Kathryn was entitled to receive a fixed yearly allowance from the trust, as well as disbursements of principal and interest for her health, education, welfare, and comfort, at the discretion of the trustee. The trust provided that, upon the Settlor's death, the trust property "shall be paid over to Kathryn."

During the summer before Kathryn was to start her freshman year at University, Kathryn fell in love with William, an itinerant musician who played for tips on the streets of Martha's Vineyard. Kathryn decided not to go to University, and instead, on August 12, 1987, three days before her 18th birthday, she wed William in an extravagant ceremony at her Martha's Vineyard home. Her parents were not happy with Kathryn's decision, refused to consent to the wedding, and demanded that she enter into a prenuptial agreement with William. Kathryn refused to sign a prenuptial agreement. But, before her wedding, Kathryn handwrote a last will and testament. No one witnessed the handwritten will, which provided that: "Upon my death, I leave my three cars and my Malibu mansion to my husband, William. I leave my collection of gowns to my best friend, Beth. The rest of my property I leave to my heirs."

Kathryn and William's love did not last. Kathryn and William stopped living together in 1989, when William left the United States to live and sing in Portugal. Kathryn never saw him again. Kathryn went on to an elite private College, then a prestigious Law School, then a partnership in the Boston office of a prestigious law firm where she specialized in non-profit law and worked with animal rights organizations. She purchased a townhouse on Beacon Hill. Kathryn remained close friends with her childhood friend, Beth, and became godmother to Beth's daughter, Kelly.

One day, while rummaging through her old papers in the attic of her Martha's Vineyard home, Kathryn located her handwritten last will and testament. She no longer wanted to give William anything, so she tore up that will.

She then met with a partner in her firm who specialized in trusts and estates law, and who drafted a new will for Kathryn. That will, signed in December of 2012, included the following provisions:

- a. I give all of my real property, wherever it is located, to my best friend, Beth.
- b. I leave my collection of gowns to my goddaughter, Kelly.
- c. I leave all of my automobiles to my goddaughter, Kelly.
- d. I leave the rest and remainder of my property to the Animal Shelter, unless I shall have children, in which case I leave the rest and remainder of my property to my children per stirpes. In that event, the Animal Shelter shall receive \$50,000.
- e. I intend that this will shall be effective notwithstanding any later marriage.

Kathryn's academic, professional and financial success became hollow without the love and support of a family. She decided to adopt a child. In 2013, she adopted her son, Jonah. Kathryn then met and fell in love with a fellow animal rights activist, Lisa. Both Lisa and Kathryn were committed to living frugally and limiting their ecological footprint by only taking public transportation. Therefore, in 2014, Kathryn sold all of her cars. Lisa and Kathryn were married in a gorgeous ceremony on Martha's Vineyard in May of 2015. Unfortunately, Kathryn's grandmother did not live to see Kathryn's marriage, having passed away in her sleep weeks before the wedding. After the wedding, Kathryn transferred title to her home on Martha's Vineyard to herself and Lisa as tenants by the entirety.

Kathryn and Lisa honeymooned on a cruise with Jonah. Kathryn unexpectedly died of an aneurysm on the cruise.

What are the rights of the parties?

**MASSACHUSETTS BAR EXAMINATION
SECOND DAY JULY 30, 2015
ESSAY SECTION
AFTERNOON QUESTIONS**

6. Cambridge Battery Company (“Company”), a Massachusetts corporation, was founded five years ago to develop and sell energy storage devices for high technology applications. Company had four equal shareholders - Andrew, Bertha, Charlie, and Donna - each of whom was paid a salary of \$200,000 per year by Company. Andrew was Company’s President and Chief Executive Officer, and Charlie was Company’s Treasurer. Bertha was Company’s head of research and development, and Donna was in charge of Company’s marketing. The members of Company’s Board of Directors were Andrew, Bertha, Charlie, and Donna. Company was successful and made large profits. Company never paid a dividend.

Andrew and Bertha, who were married to each other, decided in March 2014 to boost their salaries to \$300,000 per year and to drop Charlie and Donna’s salaries to \$100,000 per year. At the beginning of Company’s April 2014 Board meeting, Andrew explained that these salary changes were implemented because he and his wife Bertha were expecting a baby and, thus, needed more income than Charlie and Donna. Andrew also explained that the changes were expense neutral to Company. Charlie responded that Andrew should not have changed their salaries, a claim that Andrew rejected. Accordingly, Charlie made a motion at that Board meeting that these salary changes be revoked. The vote on this motion was two in favor and two opposed, with Charlie and Donna being the two votes in favor of the motion.

Andrew was so upset about Charlie and Donna questioning his decision to change Company’s salary structure that, in June 2014, he terminated Charlie and Donna’s employment with Company. In July 2014, Charlie was hired by High-Tech Power to develop a product line to compete with Company’s products. Charlie had kept a copy of Company’s latest research data at his home and gave it to High-Tech Power’s chief scientist. Charlie’s salary at High-Tech Power was \$150,000 per year. Donna was hired in July 2014 to be a sales manager for a paper manufacturer, Papers4U, for \$200,000 per year.

Meanwhile, Andrew hired Bertha’s sister, Ellen, to be Company’s receptionist at a salary of \$150,000 per year. A few weeks later, Ellen went to a local car dealer (“Dealer”) and signed a

24-month lease in Company's name for a new car for her use. When the first lease bill arrived at Company in August 2014, Bertha refused to pay it.

In September 2014, Big Corporation ("Big") confidentially informed Andrew that Big might be sending a formal offer in a couple of months to buy Company for one thousand dollars per Company share. A few days later, Andrew went to both Charlie and Donna and offered to buy their Company shares for five hundred dollars per share. Both Charlie and Donna agreed, and Andrew bought their shares in October 2014.

What are the rights of the parties?

7. Town was celebrating the 350th anniversary of its incorporation as a town in Massachusetts. The celebratory festivities included a parade around Town's downtown area. Peter and his family lived in Town and went to watch the parade. While standing on the sidewalk, Peter noticed a drone with a video camera attached to it flying above the parade route. The drone was owned by Duncan. Duncan had recently purchased the drone from Hi Fly Drone Company. Duncan's eight-year old son was operating the drone when it suddenly veered out of control, spiraling toward the crowd and hitting Peter. Peter has sued Duncan and Hi Fly Drone Company in Massachusetts Superior Court.

The following evidence was offered at trial over objection:

- a. Peter's counsel asked the Judge to take judicial notice that operating a drone in the presence of people was a dangerous activity.
- b. Peter's counsel sought admission of a note, sent by Duncan to Peter, apologizing for the accident and offering to pay Peter's medical bills.
- c. Peter's counsel sought admission of the video taken by the drone when it veered out of control and struck Peter.
- d. Duncan's counsel sought admission of a newspaper article published shortly after the incident in which Peter was quoted as saying: "Accidents happen. I'm just glad no one was hurt."
- e. Duncan's counsel called Duncan's elderly neighbor to the stand to testify that Duncan frequently mowed her lawn and made household repairs for her, and that she had always observed him to be very careful and diligent in ensuring that the work he performed was done safely.
- f. In anticipation of cross examination by Peter's counsel, Duncan's counsel sought, on direct examination, to elicit testimony from Duncan concerning a statement Duncan made to police shortly after the accident. Duncan had told the police that he, not his son, had been operating the drone.
- g. Hi Fly Drone Company offered testimony that the instruction booklet that came with the drone contained a warning that the drone "should not be operated by young children." In response, Duncan testified that there was no instruction booklet in the box when the drone was delivered. Hi Fly Drone Company seeks to call one of its

executives, who will testify concerning Hi Fly Drone Company's regular practice of inserting instruction booklets in its boxes.

How should the Court rule with respect to the admissibility of the evidence?

8. Veterinarian owned Horse, who lived in Veterinarian's back yard. One day Veterinarian called the police to report that someone next door had shot Horse with "BB" pellets. When officers arrived at Neighbor's house, the only person there was Neighbor's 18-year old son ("Son"), who had developmental disabilities. Son told police: "I shot Horse with my BB rifle." When the officers asked if more guns were in the house, Son led them upstairs to Neighbor's bedroom and pointed to two carrying cases located under the bed. One case contained a shotgun secured with a trigger lock. The other contained a semi-automatic hunting rifle without a gun-locking device. Son also opened a dresser drawer containing rifle rounds and shotgun shells. Neighbor was charged criminally by police with violating a Massachusetts statute, which required that "rifles be secured in a locked container or equipped with a tamper-resistant mechanical lock or other safety device, properly engaged so as to render such weapon inoperable by any person other than the owner."

Veterinarian, who practiced "alternative health" for animals, first treated Horse's wounds with herbal remedies. When Horse's condition worsened, she took him to see Doc, a veterinarian at University Hospital ("UH"), a private institution in Boston. After expressing concern about the quality of Horse's care, Doc recommended immediately ending Horse's life by euthanasia. Veterinarian disagreed, and removed Horse from UH, refusing to pay for services rendered. UH sent Veterinarian a letter that read: "Until and unless you pay your UH bill, you will be unable to obtain any medical or other services through UH, including continuing education."

A month later, UH advertised a lecture on its website, in newspapers, and in fliers placed in local stores, entitled "Dangers of Holistic Remedies for Animals." The lecture, given by Doc on UH's campus, was "open to the public and free of charge." When Veterinarian arrived at the lecture, Doc saw her and shouted: "You can't come here. We'll have you arrested!" Veterinarian shouted back: "I have a right to speak my mind!" Veterinarian then approached a UH police officer who said: "If you don't leave now, I'll arrest you." Veterinarian left the campus.

After witnessing the exchange between Doc and Veterinarian, a Selectman in her town, Reporter, wrote a story about Veterinarian that was published in the *Boston Citizen*. The article was highly critical of alternative health care for animals, referring to Veterinarian's practices as

“questionable” and “unsafe.” The article also reported that Veterinarian had never graduated from veterinary school, even though she had graduated from veterinary school with highest honors. Veterinarian sued *Boston Citizen* for libel.

Meanwhile, Neighbor has moved to dismiss the charges against him.

What constitutional arguments may be made by Neighbor, Veterinarian, UH and *Boston Citizen*?

9. Andrew and Brad (the “Landlords”) were co-owners of an apartment building in Boston. Ownership of the apartment building had been transferred to Andrew and Brad by their grandfather, in accordance with a deed that contained the following language: “To Andrew and Brad as joint tenants with a right of survivorship.”

The apartment building had four units:

- a. Carl lived in unit #1 on the first floor. Carl signed a two-year lease on January 1, 2014.
- b. David lived in unit #2 on the second floor. David signed a one-year lease on January 1, 2015.
- c. Elizabeth lived in unit #3 on the third floor. Elizabeth’s lease had no fixed duration. However, Elizabeth paid rent on the first of every month.
- d. Frank lived in unit #4 on the fourth floor. Frank signed a one-year lease on January 1, 2015.

Carl had to move to Rhode Island in December 2014 because of a job transfer. He rented unit #1 to George for the remaining year on his lease. On George’s first morning in the apartment, he walked into the bathroom to brush his teeth, tripped on a loose floor tile and broke his ankle. George brought suit against Carl and the Landlords to recover for his injury. The Landlords filed a cross-claim against Carl for violating his lease by renting to George.

David reported a leaking pipe under the kitchen sink in unit #2. The Landlords sent Josh, the building superintendent, to inspect the pipe. Josh could not figure out how to fix the problem, so he wrapped duct tape around the pipe. The next morning, when David turned on his faucet, hot water shot up and scalded David’s face. David brought suit against the Landlords to recover for his injuries.

The Landlords wanted to raise the rent for unit #3 and, therefore, asked Elizabeth to vacate the premises in one week. When Elizabeth refused, the Landlords commenced eviction proceedings against Elizabeth in housing court. Concerned that she might be evicted, Elizabeth removed two ceiling fans, which she had installed during her tenancy, from the unit.

There was a leak in the roof of the building after a particularly bad rainstorm. The leak caused substantial damage to Frank’s bedroom in unit #4, including flooding, water damage and mold. Frank was forced to move to a hotel. Frank made several calls to the Landlords.

However, there was no response. Frank refused to pay his rent until the leak was repaired.

Frank also reported the issue to the local building inspector, who subsequently wrote a letter to the Landlords. When the Landlords received the letter, they terminated Frank's lease with multiple months remaining and changed the locks so that Frank was unable to enter the premises. The Landlords also moved Frank's belongings to the front porch of the building. Frank brought suit against the Landlords for wrongful termination of the lease agreement.

After the lawsuits were filed, Brad died suddenly of a heart attack. Andrew then told Kate, Brad's wife, that Andrew was the sole owner of the apartment building. In response, Kate filed suit against Andrew for a declaratory judgment that she and Andrew jointly owned the apartment building.

What are the rights of the parties?

10. Barbara and Greg met and fell in love when they were 15-years old. They were high school sweethearts. Right before they graduated from high school, Barbara conceived a child. Barbara gave birth to a daughter, Dani, when Barbara was 18. Because they did not believe they could care for Dani, both Barbara and Greg consented to adoption, relinquished their parental rights, and gave Dani up for adoption.

Barbara and Greg married each other when they were 20-years old. Barbara immediately became pregnant again, and gave birth to twin boys, Sam and Steve. Barbara did not work outside of the home for the next 15 years. She did not go to college. Instead, she kept the house, cared for her sons, and supported her husband Greg in his educational and professional pursuits. Greg went to college and then medical school. Greg became a prominent doctor in Boston.

Because of the pressures he faced at work, Greg became addicted to prescription drugs. Barbara and Greg began to fight about his addiction, and Greg became abusive to Barbara, Steve and Sam. Barbara called the police after Greg hit her, punched Sam in the face when he tried to protect his mother, and twisted Steve's arm so hard that he broke Steve's arm. The police arrested Greg. Barbara then obtained an order of protection against Greg, and filed for divorce.

The divorce litigation was lengthy and contentious. Greg sought custody of Sam and Steve, and contested Barbara's right to alimony. During a fight when Greg arrived to pick up Sam and Steve for a visit, Barbara and Greg fought about Greg's addiction and his refusal to pay alimony. Barbara became enraged and told Greg that Sam and Steve were not his biological children. Barbara said she had an affair with Greg's best friend, Bob, in the first few months after she married Greg. Actually, Barbara is unsure of the identity of Sam and Steve's biological father.

Despite having raised Sam and Steve as his sons for 15 years, Greg vowed that he would never pay a penny of child support for Sam and Steve. Greg petitioned the Probate Court to adjudicate Bob as Sam and Steve's legal father and force Bob to pay their child support.

Greg's mother, Roberta, was saddened by the divorce and heartbroken that Greg asked the Probate Court to relieve him of his parentage of Sam and Steve. Roberta had a strong relationship with Sam and Steve. Throughout their lives, Sam and Steve visited Roberta regularly and she attended their school and sports activities. Roberta has petitioned the Probate Court for visitation rights.

Bob learned that he might be the father of Sam and Steve, and wanted to have a relationship with them. Bob was not sure if he wanted to be adjudicated to be their father. Bob was also unsure of whether he would be willing to undergo DNA testing.

Barbara did not want to jeopardize Sam and Steve's relationship with Greg, or her claim to receive child support from Greg, and thus retracted her claim that Bob is their father.

What are the rights of the parties?