In This Issue

Medical Jurisprudence

By Prof. A. Chesley York
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Twilight Thoughts

Steve A. McAleer, '18.

Did you ever sit and dream in the twilight’s shadowy glow,
Where you’ve started going—and when you have to go?
Did you ever sit and dream, and try to figure out
What the meaning of Life is, and what it’s all about?
Have you been awake to Opportunity, beckoning onward to Suc-
cess.

Or have you slumbered in Oblivion, loving best Forgetfulness?
Passing by Ambition, with her brow so pure and fair—
Stifling strong Ability, with her hope and love and care;
Can you still look back unwinking, to that dual other day—
When you sacrificed the Future, for a Moment’s fitful Play,—
Does the Heart beat just as fully, for things that now are past,
Has it wedded now its Heady Brother, to understand at last?

Look into Hope’s bright eyes, where cool and calm Ambition stands—
Can’t you see her patient still, with untiring outstretched hands;
Can’t you feel Determination, gripping vitals that are numb,—
Telling you anew the stories, that for years have been so dumb;
That Success and Opportunity await beside your door,—
Bringing back the dreams of Youth, with Manhood’s healthy core;
Dreams of future Greatness, to share with every man;
Working out the Worldly, still remembr’ring God’s own Plan,—
Putting Truth before the world, to show her Face to all,
Burying shift-y Avarice, with her chameleon funeral pall;
Gaining true Respect and Honor, winning over bright fair Fame—
Finally traveling onward, leaving here an Honored Name.

* * * * *

Dreaming thus in the Twilight, perchance you’ll hear that call;
Have Faith to Hope. Hope in Faith, Charity covers All.

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Hon. James M. Swift, former Attorney General of Massachusetts, is now a member of the Board of Trustees of the Suffolk Law School. He was elected on January 10th, to fill the vacancy caused by the death of General Charles W. Bartlett.

Mr. Swift was born in Ithaca, Michigan, November 3rd, 1873. He was educated in Massachusetts and Michigan, receiving his collegiate training at the University of Michigan and Harvard Law School.

He has had a distinguished career as a lawyer. He served three years as Assistant District Attorney of the Southern District of Massachusetts; then for nine years, from 1902 to 1911, as District Attorney; then for four years as Attorney General. He is now practicing in Boston.

Mr. Swift has been a warm friend of the school for some years and his election to the Board was unanimous.
SUFFOLK
Joseph E. Nihan '20.
To the Tune of "Mother"
Chorus.
S.—is for the spirit, and the 
system,
U.—for understanding straight
and clear
The "FFS"—for facts and friends
as you may need them,
O.—for order, always while your
here.
L.—is for the LAW that you are
learning,
K.—means knowledge gained
from ARCHER'S WAY,
Put them all together they spell
SUFFOLK,
A LAW SCHOOL that is here
to stay.

To point out how well-established our school organ "The Register" is, the editorial board now have a special envelope and letter head to be used for all business carried on by the board. A great future for our school paper!

It is gratifying to observe that the Board of Trustees of the school now contains two former Attorney Generals of Massachusetts, Messrs. Boynton and Swift. It is interesting to note that these distinguished gentlemen were at one time rival candidates for the office of Attorney-General. Mr. Swift was running for re-election after four years service and was defeated by Mr. Boynton. The friendly relation between the two has, however, been very marked.

A very enjoyable banquet was held at the Quincy House on the night of January 15th, at which nearly all the faculty were present, there being two absences due to sickness. Following the banquet there was a brief address by Dean Archer, outlining certain policies of the school to be discussed by the faculty. The New bar examination review was one of the chief topics of discussion. Those present were Dean Gleason L. Archer, Arthur W. McLean, Frederick O. Downes, Webster A. Chandler, A. Chesley York, George A. Douglas, Walter R. Meins, Wayland F. Dorothy, Hiram J. Archer and Harry L. Thompson.

The city of Beverly should feel somewhat indebted to the Suffolk Law School As noted in the last issue of the Register William Marshall, Jr., Suffolk '16, was elected to the Board of Aldermen. He has recently been made chairman of the important committee on legal affairs.

Another Suffolk man has now become prominent in the city affairs of Beverly. Thomas S. Sullivan, who was a member of the class of '12, is now a city solicitor. Mr. Sullivan did not complete his course in the school, owing to the fact that he was such an excellent student that he passed the bar examination after two years of study. Mr. Sullivan was admitted to the bar in July, 1910.

On Tuesday, Dec. 20th, the students of Boston College held a reception to their president. Included in the programme we find the name of a former well-known member of Suffolk, Leo J. Holloran. He was chosen by 350 fellow members of his class to represent them at the reception. He delivered an address, written by himself, "The Unseen Presence."
Medical Jurisprudence

The Relation of the Law to the Human Body.

By Prof. A. Chesley York, LL. D.

Of the many branches of modern science with which the lawyer comes in contact space will permit me at this time to undertake to speak of but one, and consequently I have chosen the one with which the average lawyer most frequently comes in contact, whether his practice takes him into the realm of the civil or the criminal law, namely, the relation of the law to the human body, or, as it is popularly called, the science of Medical Jurisprudence.

At the outset it may be said that all the rights given to the individual by our law may be summarized under three heads:

1. Right of personal liberty and security.
2. Rights of property.
3. Rights of reputation.

Any wrongful infringement of any one of these rights constitutes a legal wrong, a tort, and perhaps a crime. It is evident that the foundation of these rights is the first—liberty and security of the person.—and with this right Medical Jurisprudence has to deal.

In this science the physician and the lawyer unite forces, although in actual practice, in most cases, the physician's work is ended at the death of the patient, yet here the lawyer's work in reality begins, in other words he must not only know the medical aspects of the case as does the physician, but in addition must apply the law to the result as well.

Medical Jurisprudence, or as it is sometimes called, "Forensic," "Legal," or "State" Medicine, may properly be defined as "that science which teaches the application of every branch of medical knowledge to the purposes of the law," hence its limits are on the one hand, the requirements of the law, and on the other, the whole range of medicine and surgery. Not only medicine and surgery but also anatomy, physiology, chemistry, physics, psychology, botany and electricity are often required and called into use to enable a court of law to work out justice on a contested case, civil or criminal, affecting life, liberty and property.

All this necessarily implies that a medical jurist should have both a theoretical and practical knowledge of the above subjects as well as the general body of the law. "He should be able to elucidate any difficult medico-legal question which may arise, and be prepared at all times to make a cautious selection of such medical facts and a proper application of such medical principles as may be necessary to enable a judge to place the subject in an intelligible light before a jury and enable a jury to arrive at a just conclusion."

It is unquestionably a grim fact that many a guilty man has escaped the just penalty for his crime and that many an innocent victim has suffered fine, or imprisonment and possibly paid the extreme penalty of forfeiture of his life to the state, to say nothing of unjust interference with property rights, purely and simply because his legal adviser was utterly ignorant or neglectful of these vital principles of the case. Can the twentieth century lawyer engaged
in a general practice of his profession in this enlightened age afford to be ignorant of these things. The answer must be a decided no.

Let us illustrate,—a medical man may be called to render assistance to one who has been shot, struck or stabbed in a quarrel, and who speedily dies from the wound. The office of the surgeon here ceases while that of the medical jurist commences. "He must now be prepared to answer numerous questions all bearing upon the legal proof of crime, all necessary in law although apparently superfluous in surgery."

Thus the lawyer in an action of tort for personal injuries, which class of actions forms a large and lucrative portion of the average lawyer's practice, likewise the government's attorney and attorney for the defense in a criminal prosecution, must each be well grounded on the general principles of anatomy and physiology so as to state in precise characters the nature of a wound or injury to the person, how and when inflicted, effect of such wound or injury on the particular individual and its usual effect on the human system.

It is by no means unusual for individuals who have received a wound or sustained some personal injury to die from latent natural causes, although, to the mind of the layman, the death may appear to be due as a direct result of the injury received. Such latent causes could only be ascertained by medical knowledge and the lawyer having such a case and not possessing such knowledge might utterly miss the vital point of his case; for example, wounds and injuries have been sustained in many cases by persons laboring under disease, and death has followed, the natural cause of which was lurking within the body at the time the injury was inflicted. A close examination of the symptoms preceding, and the appearances after death can alone enable the practitioner to distinguish the real cause. "A person may be severely injured and yet death may take place from rupture of the heart, the bursting of an aneurism, apoplexy, phthisis or other morbid causes."

To illustrate by a case in my own practice. A man apparently in good health while at work on a defective step ladder slipped and fell heavily to the ground. He was picked up, unconscious and died in a few hours. Apparently death was caused directly by the fall, yet testimony was introduced which showed that this man had been a moderate drinker of intoxicating liquor practically all his life although never to excess. Medical testimony amply backed by competent authorities disclosed that a sudden shock to the system such as a fall, blow or even fright which would not necessarily result in death to a non-user of alcoholic liquors might result fatally to a man whose system was addicted to alcoholic beverages. It is at once apparent that this and kindred facts are vitally important in both civil and criminal actions or cases under Workmen's Compensation Acts. (Apropos of this case I may say that while I do not cite it necessarily for the purpose, nevertheless the reader hereof may perhaps derive a lesson therefrom.)

In any of the above cases the following questions arise: "Is the death accelerated by the injury or wound? Was the disease under which the subject was laboring so aggravated by the wound as to produce a more speedy fatal termination?" Or again, "is the death
due to the wound itself or to improper subsequent treatment there­of?” The liability, civil or criminal, might vary in the particular case according to the way these questions were decided.

We now come to consider some of the specific subjects with which the science of Medical Jurisprudence has frequently to deal. These are of course many and diversified. Very briefly however they may be enumerated as follows,—and it is interesting to note that each subject is a science in itself.

SPECIFIC SUBJECTS OF THE SCIENCE

First: DEVELOPMENT OF THE HUMAN FRAME AND MIND. This is of great importance in determining criminal responsibility, civil responsibility, identity of the living person and the identity of a corpse. Most writers divide human life into five periods, namely:

(a) Infancy, or the period from birth until the first or milk teeth begin to be shed, usually about the seventh year.

(b) Childhood, extending from the commencement of the shedding of the milk teeth to the age of puberty, usually from the seventh to the fourteenth year.

(c) Youth, from puberty to age of legal majority (21 years).

(d) Manhood or Womanhood, aptly termed “The Age of Perfection” extending from majority until about 45 years of age for woman and later for man. This period witnesses perfection of all bodily and mental powers.

(e) Old Age, begins with the decay of bodily and mental faculties, and thus the circle of life is completed.

Each of these periods can be ascertained on examination of the skeleton, and the probable age determined by the development thereof as well as by the teeth and many other physical signs indicative of each period.

Second. DURATION OF HUMAN LIFE. This subject is ascertained by careful comparison of birth and death rates in certain localities and is extremely important in matters pertaining to insurance, life estates, survivorships and other matters.

Third. PERSONAL IDENTITY. In cases (for example the recent Daniel Blake Russell Case) where identity has to be established or disproved after long absence, exposure to various climates, hardships, wounds, etc., this matter is extremely important. “The data for identifying a person are individual and family likeness, stature, color of eyes, peculiarities of garb and manner, recollection of antecedent events, but more especially marks on the body either congenital or acquired.” In criminal cases this is also important and several well nigh infallible systems have been devised, notably the Bertillon and Galton Systems, consisting of clever and minute systems of measurements, also facsimiles of the whorls of the fingers which are never just alike in any two persons.

Fourth: MARRIAGE. “Under this head the medical jurist has to deal principally with the nubile age viewed in the light of nature and according to legislative enactments, and with such physical circumstances as affect the legality of marriages or justify divorce.”
Fifth: IMPOTENCE AND STERILITY. These subjects are extremely important in connection with legitimacy, divorce, criminal assaults, etc. Impotence is a ground for divorce and might of course be urged as a defense in a case of rape. Sterility is not usually a ground for divorce but might be of vast importance in cases of legitimacy.

Sixth: PREGNANCY. "This subject presents one of the widest fields of medico-legal evidence. The limits of age between which it is possible, the limits of utero-gestation, and the signs of pregnancy may all in turn be the subjects of investigation of the utmost importance to the medical jurist. He may be called upon to pronounce upon the virtue of a woman, to sustain or rebut a plea for divorce, to determine whether a capital sentence shall be carried out or to determine whether it is probable that an heir will be born to an estate."

Seventh: PATERNITY AND AFFILIATION. These are often matters of great doubt and of importance. The subject involves questions respecting children born in wedlock, born during a second marriage of the mother, posthumous children, bastardy, alleged cases of posthumous children, and also feigned pregnancy and adoption, (in several recent and noted cases this subject has been of utmost importance.)

Eighth: PRESUMPTION OF SURVIVORSHIP. When two or more persons perish by common accident, when a mother and her new born child are found dead, and in many other cases important civil rights depend on which lived the longest.

Ninth: INSANITY. This is of the utmost importance in both civil and criminal matters as affecting presence or absence of criminal intent, testamentary capacity, contractual capacity, also in cases of commitments, conservatorships and guardianships. Hence, the practitioner should be familiar with the chief forms of insanity which may be divided into two classes, viz:

(a) congenital and
(b) acquired insanity

Under (a) we find idiocy, (imbecility), in various forms due to heredity, disease of parents, or injuries prior to or during birth which arrest development or abnormally develop. There are classifications of the various forms of idiocy, each accompanied by its own particular indications.

With (b) or acquired insanity the law is more often called into contact. Under this head we have the different insanities brought about by physical disorders such as malnutrition, and those purely mental brought about by disease, or injury to the brain. Of the common forms of acquired insanity are the following:

(a) Melancholia, (marked by depression, often suicidal tendency)
(b) Mania, (pyromania, kleptomania, homicidal, etc., all marked by excitement, irresistible impulse)
(c) Delusional, (marked by hallucinations as to sights, sounds, food, persecution, identity) paranoia
(d) Katatonia, (marked by muscular spasm or rigidity, caused by child birth, worry, shock, found often in the young. Usually there is great mental confusion and hallucinations and tendency to suicide)

(Continued on page 12.)
COME IN AND KICK.

I wish to remind all students that Friday evening is my consultation evening. It is my desire to have every one of “the boys” feel free to come to me at such times with any matters that affect their relations with the school. The great period of struggle to establish the school is well nigh over. The small institution has now grown until it is first in size among evening law schools.

But its very growth has ushered in a period of readjustment quite as important as that period which saw us battling for our rights on “Beacon Hill.”

My great problem is to know what things need readjustment, what policies of administration, if any, have been outgrown, and what teachers, if any, have failed to “grow up” with the school.

In all these matters the students themselves can lend valuable assistance if they will come to me freely with suggestions or complaints.

If investigation on my part and careful consideration of all the circumstances by faculty and trustees leads us to believe that the welfare of the school would better be served by a change, then a change we will have.

It is our constant desire to reach such a state of efficiency as a school that every graduate will go forth victoriously equipped for his chosen work. Come then, help us to help you! Let my office be the clearing house for suggestion or complaint as the case may warrant. To the earnest man honest complaints are more precious than words of honeyed praise.

CHANGE IN FUTURE EXAMINATION SCHEDULES

With the continued growth of the school many new problems present themselves from time to time. Customs that have well served the school through its earlier years may now because of increased attendance prove inadequate to the present needs of the school.

Such has occurred in the matter of examination schedules. Hitherto all classes have met for examinations on the same nights; all Monday evening subjects calling for examinations on Monday of examination week and so on. But the recent examinations, with every lecture hall overcrowded, have brought to my mind the necessity of a change.

Notice is hereby given that beginning next year the examination schedule will be so arranged that only two classes, instead of four as at present, will meet for examination on the same night. The Sophomore and Senior Classes will meet on Monday, Wednesday and Friday of examination week; while the Freshmen and Juniors will meet for examinations on Tuesday, Thursday and the following Monday.
"JOE" PARKS RETURNS
We are glad to note the return of our old friend "Joe" Parks to school. Owing to illness he has been unable to attend, but once more "Joe" is with us, and our lectures will no doubt be more lively, for when "Joe" begins to set off fireworks—well, retreat to the wall.

REMEMBER THIS?
During one of Prof. Douglas' lectures a noise was heard in the rear of the hall. Prof. Douglas: "I'm not through yet"; then glancing up, he spies Porter, about to leave, and remarks: "Oh, excuse me, you may go, Porter, but I thought the whole class was leaving.

Pollock tried to explain to Prof. Chandler what Dan Sullivan meant, but instead everyone got mixed up, and it required expert statesmanship on the part of Prof. Chandler to straighten out the question of trusteeing a man's wages and how much he was entitled to under the statute.

THE ALMIGHTY DOLLAR
Professor: "What do you read to the court in opening the case?"
Student: "Declaration, writ and the dollar bill."

Do you remember what student it was who said to Prof. Chandler: "If I was not so well versed in the law, as I am now, etc., etc."

A NEXT MAYOR—WHAT?
George Hederson is entitled to receive congratulations, for he was once more elected to the Chelsea Board of Aldermen, by a great vote, the highest ever received by a candidate in that city. He was reelected President of the Board, a position which he has held for several years. We all wish him success and are proud to have with us the next Mayor of Chelsea.

Speech is silver, but silence is golden, is a good motto, and characterizes our fellow man Cohen, who never speaks until spoken to. He is short in noise, but very long on the law, and is capable of springing one or two surprises now and then.

We are all anxiously awaiting our moot court sessions, but we can never tell just who the star lawyer will be until then. Of course we have one or two suspicions, but we refuse to mention any names, only that “Judge” Rainey should be watched very closely in his coming tilt with his democratic friend.

Bill McGowan is cultivating a bass voice with which to answer the roll call. Did you ever hear him answer?

Harold Lipkin, the boy wonder, is the beau brummell of our class. It is rumored that some one of the fairer sex is soon to foreclose the mortgage they hold on Harold's heart. No cards.
Thoughts

By M. E. Rosenzweig '19.

Speak with the truth of childhood,
Act with the strength of man;
Give and impart
From the depths of your heart,
And help every day that you can.

Read from the heart of your fellow,
The lesson which life should unfold;
That virtue and truth,
Are the blessings of youth,
And love is more precious than gold.

Rejoice with the man who is happy,
Give comfort to him who is sad;
For the good that you do,
Shall return unto you,
And the thought of the deed make you glad.

Be rich in possession of friendship,
Be strong to protect and defend;
When sincere, it is worth
More than all else on earth;
For next only to God is a friend.

Do good for the pleasure of doing,
And not for reward to obtain;
For tho' high they may sail,
Hopes will flutter and fail,
And your labor to you be in vain.

Take stock of your merits and failings,
Be brave in the outcome of strife;
Then with love and good health,
You have God's greatest wealth,
And equipped for the battles of life.

Be content with your lot,—yet ambition
Keep ever in heart for things higher;
If dissatisfied now,
You would be so, I vow,
If you were and had all you desire.

This truth make your own,—tho' unopened
Your books mountain-high on the shelf;
It has sounded before,
And shall sound evermore,
"Above all, be thou true to thyself."

Then a spurt for the year that is coming,
And a thought for the year that is gone;
With more courage and zest,
Make a try for the best,
And a smile, each for each, struggle on.
(Continued from page 8.)

(e) Hebephrenia (always a disease of youth, never found in adults, and more frequent among women. Marked by restlessness, inability to concentrate, lassitude, lack of interest in life or occupation. Always the victims are poorly developed physically)

(f) Traumatic Insanity (caused by blows on the head, and injury to the brain. Marked by altered character and disposition, indifference, etc. This form of insanity may also be caused by cerebral tumors or arterial degeneration at the base of the brain, apoplexy)

(g) Insanities caused by paralysis, rheumatism, (arthritic), gout, epilepsy, alcoholic and drug intoxication, delirium tremens, dipsomania, morphinism

(h) Senile insanity (marked by decay of the mental faculties due to old age)

There is also another branch of insanity known as “moral” insanity to the existence and importance of which the law is just awakening. Under this heading come the diversified kinds of perversion.

The famous Thaw case in New York illustrates the great part insanity plays in the law today and how familiar with its various forms both prosecuting and defending lawyer ought to be.

Tenth: FEIGNED DISEASES OR INJURIES. This form of deception is often resorted to in order to defraud insurance companies, obtain alms, and escape military, witness or jury duty. As each disease has its peculiar symptoms and injuries to the various parts of the body produce certain results, the skilled practitioner can usually expose these frauds.

Eleventh: ABORTION AND INFANTICIDE. Both important in criminal and civil law.

Twelfth: SIGNS OF DEATH. It is often of the utmost importance to ascertain in both the civil and criminal law not only the fact of death but the manner of death, whether homicide, suicide, or accident. Among the forms of death by asphyxia are drowning, hanging, strangulation, garotting, smothering, suffocation from choking, crushing (as in a panic in a fire) and breathing poisonous gases (mephitism).

Other forms of death are by wounds or injuries, extremes of temperature, lightning, and poisoning, either by substances which are fatal to the human system taken or given direct, or found in adulterated foods. The latter, as the reader knows, is a matter of present popular agitation, and legislation. In cases of death by wounds in determining whether death was the result of a crime, suicide or accident, the chief points to be noted which will help decide the question, are “the situation, direction and extent of the wound, the position of the body, any weapon found nearby, the presence and manner of distribution of blood nearby, signs of struggle.” In suicide cases the wound is usually situated in a vital and accessible part of the body, such as the temple, mouth and chest.

Thirteenth: BLOOD STAINS. The examination of blood stains is a frequent and important operation in criminal cases. There are three principal tests applied to suspected blood stains:
the microscopic test, by which the stain is soaked in some fluid which causes the blood corpuscles to separate without altering their characteristic appearance.

(b) chemical tests, whereby certain reactions are produced by application of heat and chemicals.

(c) spectrophotometric tests, i.e., procuring spectra by the use of chemicals applied to the stain.

Human blood stains are differentiated from those of other animals by measurement of the corpuscles if fresh, but if old or dry, by inoculation of animals, and comparing the reaction afforded by the "nati serum" thus produced.

In this branch of the science a knowledge of Chemistry is especially essential.

With regard to death or illness produced by poison I may say that this subject necessarily is a very broad and important one as any substance which is injurious to health may be classed as poisonous. The branch of the science which relates to poisons, their nature, methods of detection, the symptoms produced by them, and the treatment of poisoning is called Toxicology and is one of the most important subjects included under Medical Jurisprudence. Under this head is treated also the various poisons induced into the system through adulterated foods, caused by artificial color, ag matter, tinned foods, parasites in meat, tuberculosis, ptomaines, toxins, etc.

In questions of poisoning the sciences of Botany and Chemistry both have leading parts and are absolutely essential. Toxicology covers such a wide field of research that it forms a large, distinctive science by itself.

Space will not permit me to pursue this most interesting subject further at this time, but I trust that I have aroused the interest of the reader and have sufficiently indicated the vast importance of a knowledge of the science of Medical Jurisprudence in all its branches to the wide awake lawyer of the twentieth century, a knowledge he cannot afford to be without in justice to himself and to the community in which he practices his profession.

If this article, brief, though it necessarily is on such a wide range subject, fires the ambition of the law student who reads it to become more familiar with this kindred science to his profession, I shall feel amply repaid for having prepared it. To this end I append a list of recognized authorities on the subject, some of which I have often consulted in my practice and have freely used and quoted from in the preparation of this article, and which the reader may study at his leisure since it is not within the province of the law schools to teach this subject at this time.

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LIST OF RECOGNIZED AUTHORITIES ON FOREGOING SUBJECT.

REES — Medical Jurisprudence and Toxicology.
TAYLOR—Medical Jurisprudence.
BILEY—Toxicology.
BRUBAKER'S Physiology.
ENCYCLOPEDIA BRITANNICA.
MORRIS—Text Book of Anatomy.
WILEY—Poisons and Their Adulteration.
YOUNGER—Medical Jurisprudence of Insanity.
RATCLIFFE—Medical and Pharmaceutical Chemistry.
WIGMORE ON EVIDENCE.
"O River of tomorrow, I uplift
Mine eyes, and thee I follow."

The year 1916 is left behind. Nine-seventeen is off from a flying start. The opportunities of 1916 have either been grasped or forever swept from reach. The new entrant starts from scratch with high hopes and resolutions.

As 1917 advances on its way new opportunities will be unfolded. Are we on the alert to seize them? Have we resolved to do something that will make the New Year brighter and better. If not, let each of us now make resolutions, and live up to them.

Let us make 1917 a banner year.

START THE NEW SEMESTER RIGHT

The vacations are over. We start once more on another semester of school life. The past semester has been undoubtedly a successful one to those who have devoted time and thought to their tasks. There are some who have failed. Let these think over the past, find out where they erred, why they went down to defeat. Many will perceive their fault due to negligence, lack of earnest study and drill in the fundamentals of the respective subjects.

To these men, we say, brace up, make a renewed fight, start fresh, forget the past, look forward, approach each obstacle with confidence and strive diligently to make up the time lost by redoubled efforts in the future. Then, you may rest assured, when the new semester draws to close you too will be numbered among the fortunate ones.

As for those who already bask in success, we suggest, continue diligently and earnestly to upraise the standard you have already established.—And to each and every member of SUFFOLK successful or not, we convey our sincerest hopes for your success during the coming year.
MONEY AND WAR

For over fifty years money has been powerful enough to force war on any country. If one glances back over past conflicts he will find they have been controlled by financial interests. Why is this so?

While capitalists find their own country the best field for profit, then peace is assured during that term. But when profits begin to wane, when monopolies have succeeded in acquiring all the resources in their own sphere of business activities so that they can dictate prices and exact results at will, then these men of money, captains of industries, thieves of freedom, stretch out their hands of avarice and seek new spoils.

To promote new projects, to obtain new acquisitions, they use the money, the excess capital or profit “sucked” from the plain citizen to accomplish their ends. The result is, money cannot be borrowed at reasonable rates of interest and the small business man who also has a right to live cannot exist. But capitalists do not consider this.

In the recent case, the nearest approach we have had to war in recent years, e. g. with Mexico, who and what were responsible for this menace to our peace. Who—Masters of Finance; What—MONEY. There you have it. They control the prices and products of labor in the United States. They sought to do the same in Mexico. They own Mexico. Owing to the insecurity of property rights because of a weak and unstable government, these speculators advised a strong “Mexican Policy.” Yes, “a big army and a big navy” —for their benefit. THEY ADVISED WAR.

This is only one of the many instances where money either succeeded or attempted to abandon peace, to promote war.

How long shall money be a menace to peace? How long shall war be waged for profits—profits for a few? How long shall we allow our masters of finances, our captains of industries, to “suck” the life blood of our own nation in order that they may use their surplus “cash” to buy up concessions in foreign countries, usually the weak and unstable, where it is an easy right to incite a revolution, and molest our rights—then intervention—for them?

How long—there seems to be no plausible answer.

SCHOOL SONG CONTEST COMES TO A CLOSE.

The song contest which was inaugurated last year comes to a close with this issue. Its purpose was to inspire interest in the student body with the idea of obtaining a lasting and suitable school song. Many praiseworthy contributions were handed in. Some have already been published either in last year or present issues of the Register. All will now be carefully considered. The announcement of the winner will be printed in the February issue of the magazine along with the winning school song.

IN NEXT ISSUE.

The February issue of the Register will contain an article from the pen of Prof. George Douglas, and also the winning school song. The question department, discontinued in this issue, will again make its appearance.
JUST IN JEST
Our old mate, “Jerry” Watson, while cranking up his “fliv,” cracked himself upon the wrist. They say that he will live. So all you boys, remember, come forth with pennies strong. We’ll buy a nice self-starter, to help our mate along.

Dan McGillicuddy says: “Most men do business on a 30 and 60 day basis.” We spend our “vacations” that way.

Two cases of “Charley horse” were reported after the debate between “Pro (hibition)” Morton and “Con (trovery)” Gilfix.

If you want to hear some “dry” talk listen to Morton, give his famous lecture on prohibition. Some say “water wagon” and tongue waggin are his specialties.

“HARK YE, JUNIORS”
It seems that this class, large as it is, is always behind when it comes to a point of doing something to help the Register. In fact one would hardly know that Junior Class existed in our school. You may ask why? Let me enlighten you. When it comes to keeping the Register informed as to the affairs of the class, there is nothing doing. The editors of the school paper devote one page in each issue to the exclusive use of this class. But when the notes are needed to fill this column, the space goes begging. Now, what is desired is that some proponent of this class, some member with a little spirit in him, should each month see to it, that both the serious and funny occurrences in class life be chronicled on the Junior page. In this way the Junior Class can declare itself and prove a dominant, not dormant, factor of the school.

Ponderous Dan McGillicuddy feigns to produce “literature” a la George Ade.

As a fellow would say, “It is a long time between drinks,” or it is very seldom when we receive a contribution for the Register from Steve McAleer. But when he does come across, it surely is a “corker.” I guess President Wilson’s policy of “watchful waiting” has some good in it. In Steve’s case it pays to wait.

How did you like your marks, Mr. Driscoll? Everything satisfactory to you? Be it known, fellow students, Mr. John Driscoll is an official in the Harvard law school library. Believe me, you sure should have a “scrumptious” line of knowledge, John.

Mr. Paton, President of the Second Division, is still dabbling in some Sophomore studies, I see.

Well, “Mel,” may we have a few class notes next month.
“IN GOD WE TRUST”
By “Maurie.”
Long may this motto stand,
Well known throughout this land,
For through its lesson grand
We hold the upper hand.

In this great world affair
Let us all do our share,
Drive dire war to its lair!
“In God We Trust” our care.

TIMELY ADMONITION
Do each thing when it ought to be
done;
Do not let it slide and run;
Leave nothing undone you once
begun;
Doing thus have others won.

P. P.
Pertinent Personal—Have you
kept that resolution?

Mr. Backus maintains:
“It is not a question of fact or a
question of law, but a question of
marks with me.”
Do you remember this, boys?

Lest you forget Mr. Kelly of our
class is the exchange editor.
Read his column in next issue.

The second of the series of “In-
formal Dansants” held at the
Lotus Bungalow, Mattapan, on
Jan. 15th, by two of our class,
“Maurie” Walsh and “Joe” Din-
neen, proved a grand social suc-
cess. Many innovations were in-
roduced in the dance order and
were enjoyed by the guests.

How would you like to live in
Natick? It takes approximately
one hour to reach this haven.
When you get there from Boston,
it is about time to start home. Still
John Gilbert puts up with this,
along with a few more of our fel-
low members.

PRESENT VS. PAST
In a bowling match held recent-
ly between Karl Baker, editor of
the Register last year, and our
present editor, the outcome was
never in doubt. Our present ed-
itor romped away with three
strings straight, for a total of 289.

Recently our editor ran across
Henry Foley, who was a member
of the class last year. He learned
that the Foley trio intend to re-
turn to Suffolk next year.

“Tom” Donovan is employed in
the office of a certain well known
corporation lawyer. We presume
“Tom” will follow in the footsteps
of his able predecessor.

Mr. Fountain, perhaps old in
appearance has nevertheless young
ideas. He was numbered among
those present at the second of the
series of informal dansants given
by “Two Suffolk Boys.”

Indignant Student (somewhat
riled): “Shut that door and check
a draft.”
Alert Wise questioned: “How
can you check a draft?”

John H. O’Brien is noticed by
his absence. Recently a postman
informed us that John is now Su-
perintendent of Carriers.
ALMA MATER.

By Joseph Nihan '20.

O hear thy sons in happy song
Thy sons are loyal, true and strong,
Suffolk Law, Our Suffolk Law!
Our ALMA MATER, we hold thee high,
Our songs of praise, swell to the sky,
Thy honored name shall never die,
Suffolk Law, Our Suffolk Law.

JUSTICE is written on thy walls,
Suffolk Law, Our Suffolk Law!
Sweet mem'ries linger in thy halls,
Suffolk Law, Our Suffolk Law!
This hill on which thou'st won thy place,
Strengthened our hearts, made firm our pace,
Has made thee majestic, dear old place,
Suffolk Law, Our Suffolk Law.

Thou'st battled long for us,
“Our Rights,”
Suffolk Law, Our Suffolk Law!
In mem'ry of those troubled nights,
Suffolk Law, Our Suffolk Law!
SING OUT! SING OUT! In one loud voice,
Let's tell the world we LOVE our choice,
ALMA MATER! Let's ALL rejoice!
Suffolk Law, Our Suffolk Law.

Well, how did you hit the mid-years?

Here's success to you, freshmen, for the next semester. Our advice is “burn more midnight oil.”

A good lawyer's motto, “I will”; for the preserver, “I can.”

“Joe” Nihan is there when it comes to tearing off the short snappy stuff for the Register. Have you read his two contributions in this issue. We hand it to you, “Joe”; you're there.

Speaking of the “goods” handed in by our Freshman editors, how about Tom Barry's articles. Rather choice, are they not? Tom certainly can use the English language to good effect. Keep it up, we like your spirit, Mr. Barry.

“Bill” Walsh, formerly an old Dorchester High athlete, is numbered amongst us. I see where “Bill” has been appointed to the board of business managers of the Register.

Dean (entering with exam papers, broad smile, businesslike appearance, etc.): “Are you ready for the question, gentlemen.”

Emphasis on the loud “Yes.”

“Ravven, when art thou going to stop creating a riot in class?”

Prof. Douglas, while delivering lecture, interrupts himself: “Gentlemen, is that right? Of course it is.”

Dean: “Mr. McIntire, tell us something about colloquium.”

McIntire: “Er—er—er—”

Dean: “You're wrong.”
Ed. Note.—The regular department of questions published on these pages has been discontinued for this issue, in order that the recent examinations held at the end of the first semester might be printed for review purposes.

THE FRESHMAN CLASS

TORTS EXAMINATION.

January, 1917.

1. A was injured in a collision between cars of a deft street railway and cars of a steam railroad. He sued both railroads jointly, received $1000 from the steam railroad and dismissed the suit against it. Can he now recover from the street railway?

2. While D was pasturing P's cows for hire he (D) allowed a stranger to bury a horse in the pasture where the cows were. Unknown to D the horse had died of an infectious disease and P's cows caught the disease and died. The stranger buried the horse entirely without assistance or direction from D and D received no benefit or compensation. Is D liable to P for the loss of the cows?

3. D, a married man, while standing on the opposite side of a table from a girl of fourteen, puckered his lips and smacked them two or three times as if to kiss her. He did not touch her and he was three or four feet away from her at the time. He was a neighbor who had called to return a saw which he had borrowed. Is he liable for assault?

4. A is wrongfully in possession of B's house. B enters lawfully and then ejects A, using no more force than is necessary to remove him. A sues in Tort for assault and battery. Can he recover?

5. In an action for malicious prosecution the Court instructed the jury that "To do a wrongful or unlawful act, knowing it to be such, constitutes malice and the plaintiff in the former suit cannot justify doing such an act on the ground that he did it to obtain a lawful end." Was this correct?

6. Defendant said of plaintiff, the president of the Miners' Labor Union, that he was in the pay of the mine owners. Was this actionable?

7. D, a Roman Catholic clergyman, said of P, a physician in the congregation who had married again immediately after being divorced, "I refuse to go where that person is because I would not meet an ex-communicated person. If any of you are sick and want my assistance, you need not send for me if this person is there." In consequence of this, P's patients ceased to patronize him. Has he a right of action?
8. Plaintiff sues for seduction of his wife's minor sister. At the time of the seduction the injured girl was taking care of plaintiff's household without paying board, during the sickness of plaintiff's wife, upon an understanding with the plaintiff, but with no agreement with her father or herself as to payment of wages for any definite period of service. Her father was unable to support her, but had made no agreement to part with her services. Has plaintiff a right of action?

9. A ordered B, his broker, to sell his stock in the X Company, but B induced him to rescind the order by assuring him that certain sales of that stock in the market were genuine though B knew that said sales were fictitious. Later the price of the stock declined and A was compelled to sell at a lower price than he would have obtained if he had sold at the time B dissuaded him. A sues B for deceit. Judgment?

10. B, a wandering harvest hand, is hired by A in the hay field at $2 per day and works there two days when he is induced to leave A and enter C's employ by C's offer of $2.50 per day. Has A a right of action against C?

CONTRACT EXAMINATION.

January, 1917.

1. A writes to B, "please wire carlot prices on No. 1 Baldwins and Fancy Spies." B wired reply, "Carlots, No. 1 Baldwins $2.00 per barrel and Fancy Spies $3.00." A wired, "Ship two carloads No. 1 Baldwins and one carload Fancy Spies." B failed to do so and A sues for breach of contract. Can he recover?

2. A is charged with criminal libel and employs a lawyer to defend her. A's husband is an infant. Is he liable for the lawyer's fee?

3. A wrote to B offering him a certain piano for $100. B replied by return mail, "I accept your offer provided you will take C's note for $100 in part payment." This letter was properly addressed, stamped and mailed, but was lost in the mail. The next day B reconsidered and again wrote A accepting the offer unconditionally. Immediately after the mailing of the second letter, B received a telegram from A withdrawing the offer. Can B hold A for breach of contract if A refuses to deliver the piano?

4. D's vacant summer house would have been destroyed by a forest fire nearby if P together with several men whom he hired for the purpose had not fought the fire. When D learned of this he promised P that he would pay him $100. D now refuses to pay. Can P recover?

5. A hired B for one year at the rate of $40 per month. Four months later C offered B $65 per month. B prepared to leave A, whereupon A promised B $120 extra at the end of the year if B would complete his contract. Can B recover the additional $120 if A refuses to pay it?

6. A uses on his steamboat a patented device of B's under an agreement to pay B a royalty of $100 a year for the use of the device for ten years. In case the boat was lost at sea no royalties were to be paid thereafter. This agreement was oral. A paid
yearly for three years and then refused to pay further. Can B compel him to do so?

7. B, a grocer, leased his store and sold his stock of goods to A and orally agreed to manage the store for two weeks and then act as salesman for A for one year. At the end of the two weeks B refused to work as salesman. What remedy has A?

8. A said to B, "Let C have the goods. I promise you that he will pay." If C fails to pay for the goods can B compel A to do so?

9. D sold his business to P, agreeing in writing not to engage in that business for three years. Can P enforce this agreement?

10. X a lawyer agrees with A, agent of B, that if A will employ him to collect a claim in favor of B he will pay A ten per cent of his fee for such services. The suit is successful. Can A recover his fee?

CRIMINAL LAW EXAMINATION.
January 12, 1917.

1. A, while operating an automobile in a public highway, struck and killed B, a boy nine years of age. A was driving at the rate of forty miles per hour at the time he struck B; the statute made it an offense punishable by fine to operate an automobile in the public highway at a speed exceeding 20 miles an hour. Is A guilty of any crime and why?

2. How does intoxication affect a defendant's responsibility for crime?

3. A was indicted for the murder of B. The evidence showed that B was burned to death in his (B's) dwelling house, that A had set fire to the dwelling house under such circumstances as to amount to arson. A offered evidence of certain circumstances justifying him in the belief that there was no one in the house at the time he set fire to it. Admitting that what A testified to was true, what crime or crimes has A committed?

4. A was accustomed to take home with him each Saturday a large sum of money. B, to whom A's custom was known proposed to C that they way lay and rob A; C assented. B and C purchased revolvers and lay in wait for A. A, however, on the night on which B and C were lying in wait, took a carriage to his home and thus avoided B and C. Of what crime if any are B and C or either of them guilty?

5. A was indicted for burglary. The evidence for the Government was that A broke into the house of B in the night time, and took and carried away a bicycle. A's defense was that the bicycle belonged to him. The evidence showed that in fact the bicycle belonged to B, although it was not disputed that A honestly believed it belonged to him. Is A guilty?

6. Indictment for selling intoxicating liquors in violation of the law. The defendant was a married woman, whose husband hired the tenement and carried on the business of selling liquor until his conviction and imprisonment in jail thereafter. At the time of his imprisonment he had some liquor on hand which he ordered the defendant to sell. The defendant thereafter took charge of the
tenement, and made sales therein as directed by her husband. Is she criminally responsible?

7. A stole a watch in London, Eng., and carried it with him to Boston, Mass. May he be indicted for larceny in Boston?

8. A offered a police officer who had arrested him $100 if he (the officer) would release him; the officer accepted the money and released A. What crime, if any, is A guilty of?

9. Indictment of A and B for uttering a forged check. The State proved that A prepared the forged check and delivered it to B on the street, asking B to get a messenger boy to take it to the bank upon which it was drawn and get it cashed. B found a boy and walked down the street with him until nearly opposite the bank when he sent the boy with the check into the bank for the money. The boy got the money and gave it to B who went into a store and got a bill changed and paid the boy for his services, and then came out of the store when he saw A coming across the street to where he was. When A reached him he asked him if he had got the money and B gave it to A, less the sum he had paid the boy. A contends that he cannot be convicted under this indictment because it charges him as principal but was an accessory before the fact. Is this correct?

10. X told A that he (X) was sole owner of certain looms and machinery upon which there was no incumbrance, and that he did not owe a dollar to anyone and that he intended to organize a corporation and become an owner of stock in it by turning over said property to the proposed corporation in exchange for stock. X then executed and delivered to A an instrument which promised to deliver to A 20 shares of stock of the corporation in consideration of $2000 which A paid to him. X's statements were false, but A believed them to be true when he paid over the $2000. Of what crime, if any, can X be convicted? Don't discuss this case as a tort.

SOPHOMORE CLASS.

EQUITY EXAMINATION.

January, 1917.

1. Sarah owned certain land in fee. L forged a deed of the land to himself, without the knowledge or consent of Sarah, and the deed was recorded. Subsequently L leased the premises for a term of years to M, who assigned the lease to C, who occupied the premises and claimed to hold against Sarah, paying rent to L. Sarah brought a bill in equity against L and C, praying that the deed to L be cancelled and the lease to C be set aside. What decree and why?

2. Name ten of the maxims of equity?

3. L, the lessee of a certain farm, co-tenanted with O, the owner, that he, L, would not plow up any portion of a certain meadow and if he should he was to pay an additional rent of five dollars an acre. Was this five dollars a penalty or liquidated damages? Give reasons?

4. T drew his own will, but had only two witnesses instead of three, as required by law. The Probate Court refused to allow
the will and ordered T's estate administered as intestate property. B, one of the principal beneficiaries under the will, brought a bill in equity against A, the administrator, praying that he be ordered to distribute the estate in accordance with the terms of the will. What decree, and why?

5. P brought a bill in equity for the specific performance of D's valid agreement in writing to convey to P certain land located in Massachusetts and owned by D. The bill in equity was brought in a Massachusetts court and service was made on D, who lived in New York, by delivering to him in New York a copy of the writ, with the bill in equity contained therein. Would the bill lie? What maxim applies?

6. A railroad penned pigs on a siding, and the City of Everett in order to abate the nuisance, pulled up the railroad tracks. The railroad brought a bill in equity for an injunction to restrain the city from pulling up the tracks. Defence; the railroad committed a nuisance and did not come into court with clean hands. Was this defence valid, and why or why not?

7. Define the following; Laches; Adequate remedy at law; Concurrent jurisdiction.

8. D hired a piano from P and agreed in writing to pay a certain sum each month as rent and "to return it in as good condition as when received (customary wear and tear excepted)." D took the piano to his house and kept it in a suitable place until Nov. 28, 1898, when D's house was blown down by a wind of great severity and the piano was badly damaged. The wind may be considered as inevitable accident. P sued D for the injuries to the piano. Assuming that any defence available in equity may be set up in an action at law, was D excused from liability by reason of this accident?

9. D, the agent of a school, said to P, a prospective student: "Well, we can fix you up nicely in three years, make you a D.M.D." Meaning by this that the school had authority to grant the dentistry degree. The school had no authority to grant this degree. Would this be considered in equity a fraudulent statement and why or why not?

10. Define (a) Accident and Mistake; (b) Penalties and Forfeitures.

BILLS AND NOTES EXAMINATION.
January, 1917.

1. (a) Explain the origin and growth of the "Law Merchant. (b) Distinguish carefully between "assignability" and "negotiability."

2. Action by Y vs. A.B. on the following instrument: "New York City, Jan. 5, 1907. Having been the cause of a money loss to my friend X. I have given her $3000. I hold this amount in trust for her, and one year after date or thereafter, on demand, I promise to pay to the order of X, her heirs or assigns, $3000, with interest. A.B." X, needing money, indorsed and sold this instrument before maturity to the plff, who brings suit thereon Feb. 12, 1909. Judgment for whom and why?

3. Action by indorsee of B vs. X on the following instrument:
“Chicago, Oct. 5, 1910. Sixty days after date I promise to pay B or order one hundred dollars in gold U. S. money, or at his election deliver to him two hundred Mexican silver dollars. X.” Judgment for whom and why?

4. Draw a complete negotiable (a) promissory note, (b) draft, (c) check, and designate the correct names of the parties thereto.

5. A client comes to you for advice regarding the discounting of the following instruments: (a) “Boston, April 5, 1915. Messrs. A and B pay to the order of A $1000 out of the proceeds of my Hood River Apple Sales. X.” (b) “Boston, May 12, 1916. Messrs. A and B pay to the order of A $100 and charge the same to my Hood River Apple Sale account. X.” One of these facts, would advise your client to discount either (a) or (b) and why?

6. State five essentials of a negotiable instrument and give reasons why each of these is essential to the validity of the instrument.

7. C as indorsee sues B on the following note: “Boston, Jan. 1, 1903. Five months after date I promise to pay to the order of A $100 signed B.” At the trial B offers evidence that he was the general agent of X and that X received the benefit of the note and that it was made in the scope of his employment as X’s agent, hence that X was the real party liable. Should this evidence be admitted? Answer fully.

8. (a) C drew a check payable to the order of D or bearer and placed it in envelope addressed to D. This he properly sealed, stamped and deposited in a mail box. It never reached D but was stolen en route and finally came into the hands of X, who took it not knowing of the theft. X cashed the check and C endeavors to recover the amount from the bank. Can he succeed Answer fully.

8. (b) How would your answer differ, if at all, if the envelope containing the check had been stolen from C while he was on his way to the mail box and then got into the hands of X as above? Answer fully.

9. (a) State the maker's contract. (b) State the drawer's contract before and after acceptance and state when he is not entitled to notice of dishonor. (c) State the acceptor's contract.

10. (a) Define “acceptance proper” and show how it differs from “qualified acceptance.” (b) Under what circumstances is an acceptor liable who accepts on separate paper or orally? (c) Distinguish carefully between “certification” and “acceptance.”

REAL PROPERTY EXAMINATION.

January 12, 1917.

1. A orally contracted to sell certain growing trees on his land to B, and B at once entered and had cut down one-half of the trees bargained for when C appeared on the land and notified B that the land had been that day sold to C, and that B must not cut out any more trees or remove any of those which he had cut. What rights if any has B against A and C?

2. (a) X owning a fee in two lots of land, deeded them as follows: The first lot to Y “to have and to hold forever,” the second lot to Z “and his legal representatives and assigns forever.” What interests were acquired in these lots by Y and Z under the common law?
(b) What interests would they have acquired under the law in Massachusetts today?

3. A deeded certain land to B and his heirs on condition that B should keep a certain passage-way open across the land forever. Later A deeded all his remaining interest to his son C and died before any breach of condition, leaving no will and his son C was his only heir. Subsequently, there was a breach of the condition and C brings a writ of entry to recover the land. Can C maintain this action under the deed from his father? Can he maintain it as the heir of his father?

4. A devised land to B and his heirs on condition that B should not sell it until B should reach the age of 21. B sold and conveyed it at once to D and her heirs on condition that D should not marry until she was 21, but if she did marry before she was 21, then the land should go to X. D married before she was 21, and afterwards D deeded the land to Y and his heirs. Who takes title?

5. X annexed fixtures to his land so that they became a part of the realty, B stole them and sold them to C who did not know of the theft, and annexed them to his land so that they became a part of the realty. Will the personal action of replevin by X against C lie?

6. Illustrate by example: (a) Possibility of Reverter; (b) An Estate with limitation. (c) An Estate on conditional limitation; (d) A Reversion.

7. X is tenant for life of Y. X plants during the spring a field of corn. Early in the summer his estate is terminated by the death of Y. May he enter thereafter to take the corn? And may he take fruits which were ripening when his estate ended?

8. Defendant owned certain land which he leased to B who built a ball room on the land. Plaintiff was the contractor hired by B to do the work. The ball room was not paid for and plaintiff seeks to enforce a mechanics' lien for services against the ball room, which he can do if title was in B, otherwise not. Defendant prevented plaintiff, claiming the ball room as part of the land. Action of tort for conversion. Will it lie? Discuss the rule of law which applies.

10. (a) What is a freehold? (b) What three classes of freeholds? (c) What is the test to determine whether a condition is precedent or subsequent, if the testator's intention is not clearly manifested? (d) A deeds certain land to B for life. Has B the right to sell this interest in the land during his life time and why or why not?

JUNIOR CLASS.

BANKRUPTCY EXAMINATION.
January, 1917.

1. Havington with liabilities of $12,000 and assets of $20,000 made a general assignment for the benefit of his creditors, who forthwith filed an involuntary petition against him. He demanded a jury trial on the question of his insolvency. May his demand be granted?

2. Name the four classes of corporations that cannot be adjudged bankrupt?
3. Smith and Jones were partners when Smith filed a voluntary petition on behalf of the firm. Jones, who refused to sign the petition, resisted it. Assuming that Jones had property sufficient to pay all his personal debts and also those of his firm, can he successfully resist the petition?

4. Foster, who as a veteran of the Civil War received $30 monthly pension, filed his voluntary petition. His Trustee claimed the pension installment that was in the mail at the time Foster was adjudged bankrupt. Of course Foster also claimed the same. In what way, if any, can Foster secure it?

5. Hayden, who owed a $2 poll tax at the time of his adjudication as a bankrupt and whose trustee did not pay same as there were no assets in Hayden’s estate, refused to pay the same when soon after Hayden’s discharge a City Tax Collector demanded payment of it from Hayden. Hayden told the Tax Collector the discharge had released the poll tax debt, but the Collector said it had not. Who was correct?

6. Shea was guilty of fraud, which, if it had been known at the time of his discharge would have prevented the discharge. This fraud was discovered eighteen months after the discharge was granted. What, if anything, can be done about the revocation of Shea’s discharge?

7. Patterson’s creditors filed a petition against him and Patterson absconded. In what way, if any, can the case proceed during Patterson’s absence?

8. X a Referee in Bankruptcy acted as such in a case in which the bankrupt was his nephew and owed the Referee $500. Under these facts, what, as provided in the bankruptcy act, might happen to the Referee?

9. Draft, while making out his schedules to be attached to his voluntary petition, promised one of his creditors that after being discharged in bankruptcy he, Draft, would pay said creditor in full. Later Kraft made up his schedules so as to be complete, signed same and made oath thereto and then filed them together with his petition, with the bankruptcy clerk. Kraft was duly adjudged bankrupt and in due time received his discharge. Later the creditor sued Kraft for the amount of the debt, alleging that Kraft had revived the same. Kraft defended and pleaded his discharge. On these facts, judgment for whom?

10. When, by whom and what number of trustees are elected in any given bankruptcy case?

WILLS AND PROBATE EXAMINATION.
January 9, 1917.

1. A marriage ceremony was performed between Catherine and Edward which was void, as Edward had previously married another woman who was still living and from whom he was not divorced. Catherine never discovered the invalidity of her marriage and died, leaving by will “to my husband the said Edward, the sum of $1,500.”

(a) Could Edward’s claim to this legacy be successfully contested?

(b) State fully the law which applies?

2. The testatrix gave to A, her lawyer, complete instructions for the preparation of her will, and asked G to draw it up and do
it quickly. G, in his haste, omitted the name of X as one of the legatees. The will was then read over to the testatrix who approved and executed it in due form, both G and the testatrix forgetting at the time that she had desired a legacy to be given to X, and no fraud by G being pleaded or proved. After the death of the testatrix, X learned of her intention to have him included in her will and offered the parol testimony of G as to his omission by mistake of any omission in the will of the legacy to X.

(a) Was this evidence admissible?
(b) What rule of law governs your answer?

3. The testator, an army officer, while on his death bed, instructed his clerk to prepare his will, leaving all his property to his wife. The clerk took with him to the hospital a skeleton printed form which was headed: "FORM OF WILL NO. 3. TO BE USED BY A SOLDIER DESIRIOUS OF LEAVING MONEY TO BE INVESTED FOR THE BENEFIT OF HIS CHILDREN." This blank form, after some printed and some blank lines, ended in print as follows: "And the rest of my estate and effects and everything that I can give and dispose of, I desire may be sold and the proceeds invested for the equal benefit of my children."

The clerk wrote the will to read thus: "After payment of my just debts and funeral expenses, I give to my wife, Elizabeth, all my goods and chattels." He filled up the testimonium clause and the will was duly signed and executed in all respects. The clerk omitted, by mistake and without fraud, to cross out the residuary clause which was printed in as above in favor of the testator's children, and the will was not read over to the deceased who knew nothing of its being contained therein.

(a) Could parol evidence be admitted for the purpose of omitting the printed residuary clause in favor of the children, and probating only the rest of the will?
(b) Explain fully the law which applies.

4. Honora gave instructions for the preparation of her will and went to her attorney's office to execute it. Being asthmatical, and the office very hot, she retired to her carriage to execute the will, the witnesses attending her. After having seen the execution of the will, they returned into the office to attest it and the carriage was accidentally put back to the window of the office through which it was sworn by a person in the carriage, that the testatrix might see what passed in the office, but she made no attempt to see the witnesses sign. Immediately after the attestation, the witnesses took the will to her and one of them delivered it to her, telling her that they had attested it, whereupon she folded it up and put it in her pocket. (a) Was this a legal attestation? (b) Explain fully the law controlling your answer.

5. The legal will of the testator left $2,500 to each of the grandchildren of his late sister Margaret Bell. One year later the testator duly executed a codicil to his will which contained the following clause: "And as to the legacies bequeathed by my will to my sisters (Margaret Bell's) grandchildren I hereby revoke such legacies, they being all dead." As a matter of fact, the testator had been misinformed, and neither of the two grandchildren were dead. (a) Did this amount to a revocation of the gift to the two
grand children? (b) State fully the rule of law governing your answer.

6. In action of contract upon an oral agreement alleged to have been made in the year 1899 by defendant's testator to the effect that if plaintiff would come and live with the testator and take care of him he would leave all his property by will to the plaintiff, evidence was introduced tending to prove the agreement as alleged and performance on the part of the plaintiff. The defendant asked the court to rule that an action on such an agreement could not be maintained. (a) Was the defendant entitled to such ruling? (b) State fully the law which applies.

7. A testator makes a will containing a clause expressly revoking all former wills. He later cancels this will and dies, leaving in existence a will executed prior to the cancelled will. (a) Should this prior will be admitted to probate as his last will in the absence of other evidence? State the rule of law. (b) Would parol declarations of the testator be admissible to show his intention?

8. Is the following proof sufficient for the allowance of a will? (a) The instrument was entirely in the handwriting of the testator but was written on several pieces of paper the several separate pieces being connected in their provisions and forming a connected series. (b) There was no attestation clause. (c) The witness whose name came first testified that the testator "handed me a package of papers, asked me to sign my name as a witness, told me where to sign on the left side." (d) The person whose name was last testified: "He said he wanted me to witness a document, that he had been making a little disposition of his affects and would like to have me sign as a witness. He put his finger on the line where he wishes me to sign." (a) The third witness was out of the jurisdiction of the court, and the genuineness of his signature was proved. The testator's signature was proved to have been written before any of the attesting witnesses signed.

9. Is there any legal disability which prevents the allowance of a duly executed will made by the following parties if all the other elements of the allowance of such will exist? (a) Of a minor twenty years of age with no parents living, who has an estate in his own right? (b) Of a married woman whose husband refuses his consent to her executing a will at the time of its execution? (c) Of a convict under life sentence in the State prison? (d) Of one who is under guardianship as non compos?

10. (a) When may an attending physician of the testator testify as to his opinion of the testator's sanity at the time the will was made? (b) What two other classes of witness may testify as to their opinion of the sanity of the testator? (c) When will the marriage of a person act as a revocation of a will made by him, previous to such marriage? (d) What are the provisions of the Mass. statute as to how a will may be revoked?

**EVIDENCE EXAMINATION.**

January 12, 1917.

1. A left property by will to B, C and D. The will was contested on the ground of mental incapacity. The contestants offer to prove statements by B that the testator was mentally incompetent when he made the will. Can these be shown?
2. Suit for purchase price of goods delivered. The defendant admitted the receipt of the goods, but claimed that he paid for them in advance and so never owed the plaintiff anything. Where was the burden of proof? Give reasons.

3. A is on trial for the murder of B. A offers to show that on the very day of his trial one A, a rejected suitor of B, committed suicide and as he was dying said, “I killed B. A had nothing to do with it.” Is this real hearsay? Is it admissible as a confession? An admission? A declared against interest? A dying declaration? Under the Mass. statute? Give reasons in each case.

4. In the case of Conn. Mutual Ins. Co. vs. Schwenk, 94 U. S. 593, a question arose whether it was error in an action on policy of life insurance, in proving the age of the deceased to reject the entry of the age in the minute book of a lodge of Odd Fellows of which the deceased was a member. (a) Is this evidence hearsay? Explain. (b) Is it admissible? Explain.

5. A sues B for libel. B offers evidence of A’s bad reputation which the court excludes. A is given the verdict, the damage being assessed at L1500. The question is, whether the court’s ruling, in excluding evidence of A’s bad reputation is prejudicial error.

6. Suppose a prisoner (one Mitchell) in jail says to a fellow prisoner, “If you will not tell on me I will tell you something.” The other replies that he would not tell. Then Mitchell says, “I want to know what to do.” The other man says if he knew the circumstances he could tell him what to do. Mitchell thereupon confesses to the murder for which he is indicted. May the state introduce the evidence of the fellow-prisoner?

7. (a) Define and illustrate conclusive and disputable presumption of law. (b) Define and illustrate a presumption of fact.

8. Distinguish admissions from declarations against interest.

9. If you are trying a case in Mass. which requires proof of certain statutes of Maine, of the U. S. and of Mass., how will you prove these statutes?

10. In the trial of an action brought by certain tenants in common to recover their share of money received from the sale of certain timber, it became necessary for the plaintiff to show that a certain person was still alive. To rebut a presumption of death of the person arising from his having been absent for more than seven years without being heard from, he called a witness who testified that he had recently heard a relative of this person say that he was still living in Maine, and had been heard from during the preceding summer. Was this evidence admissible?

SENIOR CLASS

CONFLICT OF LAWS EXAM.

January, 1917.

1. The laws of Mass. make invalid, as against creditors, chattel mortgages that have not been recorded at the office of the Town Clerks of both the residence and place of business. Smith bought a mortgaged auto at Portland, Me., and moved it to his home in Malden, but did not record the mortgage in Boston, where he ran a store. His trustee in bankruptcy claims the car on the ground that the mortgage is invalid because not recorded in Boston. The Maine mortgagee claims the car and offers to show a sufficient
record of mortgages at Portland. Which party can hold the car and why?

2. Where may a husband bring an action of divorce? Where may a wife bring an action (a) for divorce, (b) for nullity of marriage?

3. A brought an action at law in Connecticut on a judgment obtained by him in New York against B. Defendant B pleaded that an equity court in New York had enjoined A from proceeding on the judgment on the ground that it had been obtained by fraud. Plaintiff A demurs. What judgment and why?

4. Plaintiff bought a railroad ticket at Boston to Troy, N. Y. While traveling through New York he was injured by reason of a defect in the car in which he was riding. The laws of Mass. limit recovery to $10,000. The laws of New York fix no limit of recovery. Plaintiff wishes to bring his action at Troy. How should he sue? That he may recover (a) in contract? (b) in tort?

5. A promissory note was endorsed in New York by a husband to his wife. The parties were domiciled in Mass. where a husband may not contract with his wife, but he may under the laws of New York enter into such a contract. May the wife prove the note against her husband’s estate in Mass.?

6. A will is presented in the Probate Court of Suffolk County, Mass. attested by two witnesses where three are required under Mass. law. The will conveys real estate in Mass. and the will is filed as a foreign will, two witnesses being sufficient to render the will valid as a will by the laws of the domicil of the testator. (a) Should the will be admitted in Mass.? (b) Does it operate to convey the land?

7. Wilson, owning real estate moves from Boston to California leaving unpaid debts. French who loaned money to Wilson attaches the real estate and summons Wilson by publication. Judgment is secured by default. Wilson not appearing and on a sheriff’s sale the judgment of $1000 is satisfied to the extent of $1500. How must French proceed to collect balance of his judgment in California?

8. The Constitution of Mass. provides that taxes may be imposed upon all inhabitants of or persons resident and estates lying within the Commonwealth. The legislature has levied a tax upon the incomes derived from intangible personal property of every inhabitant of the Commonwealth resident here between January and July. A, a citizen of the United States, living in Canada a portion of each year, having a residence in Canada and a residence in Mass. What principles of law determine the liability or non-liability of A, to this tax?

MASSACHUSETTS PRACTICE.

January, 9, 1917.

1. Explain: (a) writs run; (b) venue; (c) transitory actions; (d) original, concurrent, exclusive jurisdiction.

2. (a) When if ever can a judgment in persona be obtained against a resident who is absent from the state at the time of the action? (b) Suppose it is a non-resident?

3. A sues B and attaches the latter’s stock of groceries in his grocery store and puts in a keeper. How can B get the keeper out? How can the keeper get the goods out?
4. Explain fully the venue of transitory actions in inferior courts in this state.
5. Classify and enumerate the actions over which the Superior Court has jurisdiction.
6. What is the venue of actions for negligence?
7. Explain briefly the form of the original writ in this state.
8. X owns household furniture subject to mortgage to Y. M, a creditor X, desires to attach the furniture. He comes to you for advice. Advise him fully.
9. A made a wager with B of $100 to $75 that C would be elected President of the U.S., and A and B deposited $100 and $75 respectively with D as stake holder. While holding the $175, D was served with a trustee writ in an action against A. Was D chargeable as trustee? Give reasons.
10. A is indebted to B in the sum of $100 and gives B his promissory note for that amount. X, a creditor of B trusts A. Judgment.

CORPORATIONS EXAMINATION.
January, 1917.
1. (a) Define "private corporation" and distinguish it from a partnership.
   (b) Define "corporation sole," "quasi public corporation," "corporation aggregate."
2. Suppose that a corporation manufacturing and selling hats, undertakes to select another corporation, chartered for and engaged in the same line of business, as its agent; but that the charter of the agent corporation contains among its objects no mention of acting as agent for another. What is your opinion as to the legality of such an arrangement?
3. (a) Briefly state the formalities for forming a business corporation under present Massachusetts law.
   (b) Name six ways in which private corporations may be dissolved.
   (c) What effect has dissolution under present Mass. law?
4. An insurance company bought land and erected thereon a large building. It occupied but a small portion thereof for its own business, the rest it rented to tenants. One of the tenants, relying on the doctrine that the corporation was authorized to acquire and hold only such land as was reasonably necessary for the purpose of its business, sought to defend against a suit for overdue rent. Judgment for whom and why?
5. W subscribed for ten shares of stock, par value $100 per share in a corporation to be formed in a certain state. After the proper amount of stock had been subscribed, articles of association were prepared as the law required. The articles were duly filed in the office of the Secretary of State, but not with the clerk of the county where the chief place of business was located as required by the law of that state. The corporation proceeded to do business, and called on W to pay his subscription and he refused. The corporation uses W to collect. Judgment for whom and why?
6. (a) State the six general powers possessed by private corporations.
   (b) State the general rules of liability of corporations for Tort and Crime.
   (c) Distinguish carefully between "Capital" and "Capital Stock."
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