Address Delivered by Senator T. J. Walsh to the Graduating Class of Suffolk Law School

Boston, Mass., June 6, 1929

(Continued from November Issue)

If one were forced to entertain doubts of the wisdom of the jury system as a feature of the administration of justice through the courts, its value as a political institution must be recognized by all. One cannot fail to appreciate the happy influence of calling regularly from the body of the citizenry a considerable number to sit in judgment as between private litigants. If the juryman is called in a criminal case, he is admonished that as he would avoidable. Or, on the other hand, may become an object of pity. He is essentially theatrical and his lawyer is ordinarily astute enough so to direct him that he may make a strong play for public sympathy. If newspapers of a certain type are permitted to make emotions of pity to secure their escape from punishment, if caught, then we have a dangerous combination of circumstances.

There is involved, however, an ethical factor of at least no less importance than those considerations already discussed. Although, in popular usage, the practice of our profession is not infrequently referred to as "law business," its ethics are certainly not entirely those of the business world, and this is particularly true of the

(Continued on Last Page)

Suffolk’s First Annual Reunion and Dance (Informal)—Ball Room, Elks’ Hotel. Reception, 8 to 9. Dancing, 9 to 1. Joe Rines’ Brunswick Recording Orchestra. Tickets, $2.00, admitting gentleman and lady. Thomas J. Finnegan, Chairman; P. Emmet Gavin, Floor Marshall; John F. Dever, Assistant; John F. Hardy, Chief of Aids. Invited Guests: Hon. Frank G. Allen, Governor of Massachusetts; Hon. Malcolm E. Nichols, Mayor of Boston; Hon. James M. Curley, Mayor-elect of Boston; Hon. J. Fred Manning, Mayor-elect of Lynn (Suffolk ’19); Hon. John J. Murphy, Mayor-elect of Somerville (Suffolk ’18). Get your Reunion and Dance ticket NOW from your local committee-man, the chairman, marshall, or send $2.00 to the alumni secretary. See Page 2.

IMPORTANT: December Assembly will be merged with the Annual Reunion and Dance Dec. 5th.

DECEMBER 19:

December Suffolk Luncheon will be held at the Club House. Luncheon, 75c. Please make reservations through the secretary.

Trial Court will be held Mondays, 7.30 P. M., Dec. 2, 9, and 16 omitting the 23rd and 30th, and resuming the sessions Jan. 6th.

EXTRACT FROM REMARKS OF GLEASON L. ARCHER, DEAN OF SUFFOLK LAW SCHOOL, AT SUFFOLK LUNCHEON CLUB ON THURSDAY, NOV. 21

You have perhaps seen the editorial in the Boston Transcript of last night, expressing approval of my radio talk of Tuesday, in which I denounced making heroes of criminals and robbing punishment for crime of its true significance.

I have undertaken to broadcast a series of talks on the law of crimes as a matter of public service, believing that people in general need to have interpreted to them the true meaning of our criminal laws.

We all know that the most desperate and deadly criminal, when in the prison’s dock or within prison walls, may become an object of pity. He is essentially theatrical and his lawyer is ordinarily astute enough so to direct him that he may make a strong play for public sympathy. If newspapers of a certain type are permitted to make heroes of criminals to explain the technique of their crimes and to excite emotions of pity to secure their escape from punishment, if caught, then we have a dangerous combination of circumstances.

The newspapers may become even

(Continued on Page 3)
SUFFOLK ALUMNI NEWS

THE MEMPHIS CONVENTION

The Memphis Convention of the American Bar Association in October, 1929, was memorable for the contest over legal education. Nearly every important address delivered during the week contained some allusion to it. This was the inevitable result of Dean Archer's long contest to oblige the Association of American Law Schools to relinquish control of the Section of Legal Education.

Step by step for three years he has gained ground. But the great victory in Seattle, when he secured the adoption of an amendment obliging the captors of the section to hold regular business meetings hereafter sounded the doom of the monopoly scheme. The publication of his brief, "What Is Wrong with the Section on Legal Education," last January, threw such a flood of light upon the plotting by the Association of American Law Schools that the Bar Association was obliged to take cognizance of the matter.

He was allotted a place on the official program of the Memphis meeting, his subject being, "Facts and Implications of College Monopoly of Legal Education." The entire membership of the American Bar Association were thus appraised in advance that there would be a highly dramatic session of the Section on Legal Education in Memphis.

The Section held its first business meeting for several years on October 22, 1929. The forenoon session extended from 10 A. M. until 12:45 P. M.; the afternoon session from 2:00 to 5:00 P. M. From the time Dean Archer ascended the platform at 11:45 A. M., until the close of the afternoon session, the Ball Room of the Hotel Peabody was filled to the doors. Other Section meetings were deserted and practically all delegates crowded into the hall to hear the debate.

His speech lasted for fifty-five minutes. Despite the fact that amplifiers were missing from the hall during the forenoon, he got his message across with such effect that he was frequently interrupted by applause and at the close of his speech was given the greatest ovation of any speaker of the day.

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When the afternoon session began the chairman craftily announced that no motions or resolutions would be entertained until four o'clock. But at the proper time, offer certain resolutions which he proceeded to read. These resolutions were a reaffirmation of the "standards" and a rejection of slight variations. If the suggested changes had been offered simply as amendments without repeating the entire text, the delegations of the "standards" have favored them. Not having the "standards" to compare them with, a fear was thrown into the assembly that they were being asked to adopt entirely new "standards."

John L. Hurley and James H. Brennan each made able addresses. There were many other speeches in support, but the Lee resolution was defeated and a resolution, reaffirming the 1921 "standards," was passed. This was interpreted by the newspapers all over the nation as a defeat for the insurgents.

What the newspapers entirely overlooked was that Dean Archer's main object, a house sitting in the "Section on Legal Education," was attained. When the nominating committee's report was accepted, it was found that the old guard of the Association of American Law Schools had been entirely eliminated. William Draper Lewis, for the first time since 1921, held neither office nor membership in the council. John B. Sanborn, Secretary since the capture of the Section, was dropped. Other day law school professors were likewise eliminated, and all vacancies filled by the election of practicing lawyers.

While this result is even beyond expectations, there still remain causes for future conflict. Horace L. Horack, President of the Association of American Law Schools, is still on the payroll of the American Bar Association. That he will not relinquish his $10,000 job without a struggle is obvious. Then there are rules and interpretations of "standards" made by the Lewis regime. Until the Section proves itself to be an impartial tribunal for both day and evening law schools, we will not know whether it is peace or war.

If newly elected officers of the Section prove to be rubber stamps for William Draper Lewis the contest will continue. If, however, they declare that they are fair-minded enough to see that the law schools, training the great bulk of the lawyers of America are as much entitled to aid and assistance as the university group, then there will be peace and constructive development in legal education.

This much is sure: The day law school movement for monopoly of legal education, after nine years of triumph, suffered a very crushing defeat in the unseating of the Lewis coterie at Memphis. Dean Archer's speech and the astounding revelations contained in his "brief" were fatal to their scheme.
Central New England Railway Co.

Bostan & Albany Ry. Co., 49 S. Ct. 358

This is an action by the New York Central Railroad (hereafter called the respondent), as lessee of the Boston & Albany lines, to recover rent for the use of its lines by the Central New England Railway (hereafter called the petitioner). Judgment was for respondent in the Massachusetts courts. The United States Supreme Court granted a writ of certiorari.

Mr. Justice Stone speaking for the court said in part:

"Petitioner is an interstate rail carrier having a branch line, a portion of which formerly extended a distance of 1.87 miles from Feeding Hills to Agawam Junction, Mass., where it connected with the line of respondent. In order to secure an entrance to Springfield, petitioner, on October 25, 1899, entered into a contract which provided that on or before August 30, 1940, it should have the right to operate a limited number of trains per day over the line of respondent from Agawam Junction to Springfield, for which it agreed to pay the sum of $15,000 annually. In 1921, purporting to act under a certificate of public necessity issued by the Interstate Commerce Commission, petitioner abandoned this section of its branch line, notified respondent that it would no longer meet its obligations under the contract, and proceeded to sever the connection between their lines.

"Petitioner offered several defenses to the suit in the state court, only two of which involve federal questions, and which alone may be considered here.

"1. In June, 1921, petitioner made application to the Interstate Commerce Commission as required by section 1, paragraph 18, of the Interstate Commerce Act, as amended by the Interstate Commerce Act of 1920, 41 Stat. 456, 474 (49 USCA § 1 (18)), "for a certificate of public convenience and necessity and for the abandonment of operation of its line between Feeding Hills ... and Agawam Junction, ..." on the grounds that it could not be operated, except at a large annual loss, and other available transportation facilities had rendered its continuance unnecessary. The Commission issued its certificate accordingly, authorizing petitioner to abandon the designated section of its branch line.

"It is contended by petitioner that the effect of the order was to relieve it from making any further annual payments under its contract. It is said that the provisions of the Transportation Act conferring broad powers on the Interstate Commerce Commission, in order to facilitate the carriers an adequate return and the segregation from surplus earnings of a revolving fund for their benefit, take away with its assumption the power to permit the abandonment by a carrier of a part of its line, evidence a purpose to grant to the Commission power to relieve the carrier from the further performance of obligations already incurred which are incidental to the operation of the abandoned section. It is concluded that, as the abandonment of the branch line by which alone petitioner could reach the tracks of respondent, made it impossible for petitioner to exercise its trackage rights over the lines of respondent, the order permitting the abandonment must be taken to have relieved petitioner from its obligation to make further payments which served but to reduce its revenues and so to burden its other commerce.

"Respondent argues, with persuasive force, that the purpose of § 1, paragraphs 18, 19, 20 of the Transportation Act, was merely to protect the public from ill-advised or improper abandonment of its line by an interstate carrier, and that it conferred no authority upon the Commission to relieve a carrier of its contractual obligations either past or prospective, with respect to an abandoned line. But we need not pass on this contention. It suffices, for present purposes, that the certificate and the accompanying report of the Commission did not purport to exercise such a power. The former certified only that present and future public convenience and necessity permitted the abandonment of the designated section of petitioner's branch line and that petitioner was authorized to abandon it. No reference was made in it to the present or any other contractual obligation of petitioner, and respondent, whose rights were vitally affected by the order, if petitioner's contention were sustained, was not notified of the proceeding before the Commission nor a party to it.

"Even if the broad purposes ascribed to the act were not to be supposed that the Commission intended to do more than was stated in its order or to deprive respondent of income to which it was entitled under its contract for the purpose of lightening the financial burden of petitioner, both of whom were interstate carriers, without giving respondent an opportunity to be heard and without dealing with the question specifically.

"To the suggestion of petitioner that, by the force of the statute, the permission to abandon its line necessarily operated to cancel its obligation, regardless of the intention of the Commission, we need only say that the statute contains no such provision nor any language suggesting it. We need not decide whether such may be the effect of the statute, or the Commission on contracts previously entered into by the carrier and not expressly modified, where the contract and the order necessarily conflict. But without such a conflict, there could be no justification for holding that the Commission could also operate sub silentio to release a carrier from a contract merely because it had ceased to be of value through compliance with the order.

"Affirmed."

PERSONAL MENTION

Special congratulations are due J. Fred Manning, '19, on his election to the office of Mayor of Lynn; and to John J. Murphy, '16, on his appointment to the office of Mayor of Somerville. We know that these two fine Suffolk men will give unstinted service to their communities, and that their regime will prove constructive and progressive throughout. Furthermore, each has the support and cooperation of many Suffolk men in his district in the fulfilment of the many duties incumbent on a mayor with the interests of his city at heart.

Louis Karp, '27, is the proud father of a promising Portia (now several months old). Of course, the young lady will follow in her father's footsteps!

REMARKS BY DEAN ARCHER

(Continued from Page 1)

more dangerous than the individual criminals who form the subject matter of their sensational stories—more dangerous because they suggest to countless weak-minded readers the alluring possibilities of a criminal career. Intentionally or not, such newspapers are recruiting agents for the underworld.

But there is a yet more potent agency at work to influence weak minds to adopt a life of crime and that is the crook play. Crook plays are just as damaging as the crook screen. Newspapers that exploit crime do so because of cold cash that it brings them. The crook play has the same motive. The crook play is supposed to have a moral lesson, but we may well question whether it is the moral or the immoral and criminal lesson that is carried away by impressionable youth in the audience.

If we are to check the crime wave and bring the general public back to a sober realization of the true significance of crime it is time, it seems to me, for each of us to do our bit in this respect. Our criminal laws represent the matured and tested wisdom of long centuries of humanity in its effort to cope with crime.

I am endeavoring to explain to the people of New England through that magic instrumentality, the radio, the fundamental principles of criminal law. I am striving, not only instructive, but highly interesting. The response that I am receiving is highly gratifying.
LIABILITY OF LANDLORD

Cerricola v. Darena, 1929, Adv. Sh. 477. Plaintiff's minor child sat on a skylight on the roof of premises owned by defendant (plaintiff's landlord), and, the skylight giving way, light, which was over three feet above the level of the roof (which roof was intended to be used in common by the tenants), was surrounded by a fence, but this fence had been removed and the landlord had been notified that the glass in the skylight had become loose, and he said that it would be taken care of. The court held that, although a landlord is bound to maintain stairways, roofs, etc., intended to be used in common by his tenants, in reasonably safe condition, yet he is not bound to keep them safe for uses to which they were not intended to be put. The skylight was not intended to be so used. Judgment for defendant.

SUIT TO COMPEL DISCHARGE OF MORTGAGE

Harris Realty Co. v. Epstein, 1929 Adv. Sh. 619. Plaintiff seeks to compel the discharge of a mortgage held by defendant on plaintiff's land. The land was subject to a prior mortgage and the mortgage to defendant contained a clause to the effect that plaintiff should have the right to raise a larger first mortgage and that the defendant would thereupon temporarily discharge the mortgage to him to allow the placing of the new first mortgage, and would then take a new second mortgage, subject to the new first. The plaintiff, having notified defendant that he intended to increase the first mortgage and having met with defendant's refusal to do anything in connection therewith, executed a so-called larger first mortgage to a trust company and sent to defendant a new second mortgage, expecting a discharge of the earlier second mortgage, which was not forthcoming. The master before whom the suit was heard found that the plaintiff had not paid certain taxes and water bills then due. The mortgage plaintiffs seek to have canceled was written on the statutory short form and by reference incorporated the statutory provision by which the mortgagor covenants to pay all taxes, charges, and assessments on the mortgaged premises. In affirming the decree of the lower court dismissing the plaintiff's suit, the court saying that the plaintiff was barred by the covenant of the lessee himself. It was contended that this covenant was invalid as against public policy, but the court upheld the covenant: defendant was not a common carrier in any way, elevators or other approaches to the premises were not independent stipulations, but was an essential part of the contract set forth in the mortgage. The court disposed of the plaintiff's contention that part of the proceeds of the new first mortgage should be used in paying taxes and assessments by saying that, even if it might be assumed that a decree might be framed to accomplish this effect, yet specific performance is not an absolute right and will not be granted where the party seeking it has failed in an important particular to perform his obligations under the contract.

“STOCK” INTERROGATORIES

Goldman v. Ashkins, 1929 Adv. Sh. 622. Two actions of tort for injuries alleged to have been caused by the negligent operation of an automobile by defendant. Defendant filed 82 interrogatories in Demsey and 102 in Weisberg, the other which plaintiff refused to answer, on the ground that most of the interrogatories were material and irrelevant; that they are so-called "stock" sets, are too voluminous, are intended to harass and annoy plaintiff, and place an unnecessary burden on the court. The lower court denied defendant's motion to nonsuit the plaintiff, and the full court overruled the lower court's action, and disposed of the plaintiff's contentions by saying that the validity of the interrogatories is not dependent upon whether they were prepared with particular reference to the case at bar if they are reasonably adapted to seek discovery of facts admissible in evidence; that it is no objection that they were "stock forms," prepared in large quantities, if they were pertinent. If a few of the interrogatories did not require answer, that was for the judge to decide on objection raised. That they were intended to harass is not very important if they are competent and not repetitions or vague, nor can they be an unnecessary burden on the court if competent.

LIABILITY OF OWNER OF MOTOR VEHICLE FOR NEGLIGENCE OF DRIVER

In McNell v. Powers, 1929 Adv. Sh. 655, it was held that the Compulsory Automobile Insurance Law, requiring owners of automobiles to provide a bond (or insurance) for the protection of persons recovering judgments against such owner or "any person responsible for the operation of the . . . motor vehicle . . . with (the owner's) express or implied consent," does not go so far as to make the owner of a motor vehicle responsible for the negligence of one not his servant or agent although operating his motor vehicle with his knowledge and consent. It should be noticed that St. 1928, c. 317, provides that, when an automobile is involved in an accident, evidence that the automobile was registered in the name of the defendant's wife or his agent although operating his motor vehicle with his knowledge and consent. It should be noticed that St. 1928, c. 317, provides that, when an automobile is involved in an accident, evidence that the automobile was registered in the name of the defendant's wife or his agent although operating his motor vehicle with his knowledge and consent. It should be noticed that St. 1928, c. 317, provides that, when an automobile is involved in an accident, evidence that the automobile was registered in the name of the defendant's wife or his agent although operating his motor vehicle with his knowledge and consent.

WRONGFUL INDUCEMENT TO BREAK CONTRACT OF MARRIAGE

In Lukas v. Tarplauskas, 1929 Adv. Sh. 699, the plaintiff brought suit against the defendant for wrongly inducing her son to break an engagement of marriage with plaintiff. The plaintiff testified that the son was the father of her illegitimate child. The defendant was opposed to the marriage and the jury could have found that the defendant induced the son to break the engagement. The full court, without deciding whether in any event an action will be for wrongful interference with a contract to marry, held that it cannot be maintained against a parent, without proof of express malice.

COVENANT OF LESSEE TO RE-LIEVE LESSOR OF LIABILITY FOR NEGLIGENCE

Clarke v. Ames, 1929, Adv. Sh. 825. Action of tort for injuries caused by negligent operation of elevator by defendant's servant, received by plaintiff, a passenger in the elevator, who was lessee of an office in defendant's building. Plaintiff had covenanted in the lease to save the lessor "harmless and indemnified from all loss, damage, liability or expense," incurred, suffered or claimed, "by reason of negligent or negligent operation of the demised premises . . . or by reason of any injury, loss or damage from any cause to any person or property upon or about the demised premises or while in transit thereto or therefrom or the hallways, stairways, elevators or other approaches to the demised premises." It was held that recovery by the plaintiff was barred by the covenant in the lease, the court saying that the words "from any cause" include negligence of the defendant, and "any person" include the lessee himself. It was contended that this covenant was invalid as against public policy, but the court upheld the covenant: defendant was not a common carrier in any way, elevators or other approaches to the demised premises were not independent stipulations, but was an essential part of the contract set forth in the mortgage. The court disposed of the plaintiff's contention that part of the proceeds of the new first mortgage should be used in paying taxes and assessments by saying that, even if it might be assumed that a decree might be framed to accomplish this effect, yet specific performance is not an absolute right and will not be granted where the party seeking it has failed in an important particular to perform his obligations under the contract.
the esprit de corps for which I am contending and imbue advocates with the standards and traditions of their high calling to anywhere near the standard set by the oaths inspired by any such practice as now obtains: that is, where there is substantially no real trial bar, but where every lawyer, regardless of his general character, experience, and of the general character of his work, can at any time, and does frequently, take a hand in the conduct of lawsuits. For the same reason, among others, he will never have the time or opportunity to learn the tradition, to absorb the essence of its spirit, and to grow daily under its inspiring influence.

In this connection, I cannot refrain from touching upon certain concrete illustrations, if only in a most sketchy and superficial manner. It would be too much of a trespass upon the indulgence of the editor and the patience of the readers of the News to attempt more. Should a lawyer ever ask a question which he knows to be incompetent, for the purpose of indirect suggestion to the tribunal? Should counsel object to a question which he feels to be competent, hoping nevertheless that the court may disallow it or purposing to break the thread of a legitimate line of interrogation, to interrupt a train of thought by counsel or to afford a witness a respite? No one familiar with the daily spectacle in our courts, doubts that, if really competent advocates would answer, these queries negatively by their conduct, a great deal would be saved in the way of dignity and time.

Should a citation of a material authority, unfavorable to the proponent’s contentions, be withheld from the tribunal? Apropos of this query, the following observations of Lord Esher, Master of the Rolls, in the case of The Gas Float, Whitton No. 2, reported in L. R. 1896, P. D. 42, should not be without suggestive interest. “While writing this judgment, and, indeed, at a very late period of it, the counsel on both sides, with the loyalty always shown by counsel to the Court, sent to me the case of Cope v. Valette Dry Dock Company, decided in January, 1887, in the Supreme Court of the United States.”

Should a witness be broken down, if possible, by the various methods known to the cross-examiner if his testimony is believed to be incorrect? To what extent should a counsel resort to technicalities and tactical manoeuvres to defeat a cause which he knows to be just?

I could go on propounding queries of this sort indefinitely. Categorical imperatives in the abstract may not seem too difficult, but to make the application in the multifarious circumstances in which the occasion will arise, there’s the rub.

I believe the work of an office lawyer and the work of an advocate do not run in parallel lines, but in courses which tend to diverge more and more as the years pass. This is because the former remains a dominant factor in the ever-growing complexity of our business world. He tends to become less and less a professional man in the strict and orthodox conception and more and more a man of the environment in which he lives and has his being. The advocate, however, remains today to a large measure what he has always been—an active minister of justice in the tribunals of that goddess. As such he will continue to be confronted at every turn by those professional standards peculiar to his calling. As life becomes more complicated, his peculiar problems increasingly present themselves under new and varying aspects. He must and should be a specialist in the ethics and traditions of his profession, as well as an expert in the strict technique of his work.

Recently, one of the Boston papers undertook to comment editorially upon the division of the profession which I am urging, commending the idea in the abstract, but contending that the more lucrative material rewards of office practice militated against its adoption. I think not. There will never be a deficiency of men for whom the fascination of trial practice is a germ in the blood, men who sympathize with what Voltaire said long ago, “I would have liked to have been an advocate; it is the finest calling in the world.”

PERSONAL MENTION

James W. Prentice, ’25, has recently been appointed to the Interstate Commerce Commission Bar, of which Justus H. Sturtevant, ’22, is also a member.

John T. Farrell, ’25, is Assistant City Solicitor, Fall River.

We understand congratulations are in order to our friend and respected member of the Bar, J. Warren Killam, ’25, of Melrose, on his recent entrance in the matrimonial list. Mr. Killam is active in practice, and in civic matters, as well as in Alumni Interests.

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HINTS TO YOUNG LAWYERS

(Continued from Page 1)

dread for himself or those dear to him and the conviction of crime upon a charge originating in error or malice, so he should hesitate except upon clear proof to subject even the meanness to the dignity of the law, however light or however grievous it may be. Can one imagine a more important duty to be just? Equally important is the experience in being called upon to judge between two private litigants. But above all, perhaps, is the experience in being called upon to participate in the administration of the law which is the truest profession.

In a jury trial the judge adjudicates, if that is the proper word, the functions he usually exercises, and they are devoted upon the twelve men in the box selected according to law directly from the body of the people, the judge acting as the head of the court and the legal adviser of the jury, but without power to control their decision, so that in a very just sense they are as far as the facts and concerned, determined by them. It was no doubt because of its value in training for citizenship, as well as its dignity as a check upon the absolutism that President Jefferson in his famous first inaugural address listed "trial by juries impartially selected" as one of the essential principles of our government.

As a rule those entertaining the view of the unfairness of jurors as trials of questions of fact are equally confident of the unfitness of the people as a whole to the task of government, —they distrust democry in any of its manifestations.

De Tocqueville, the philosophical Frenchman, who spent some time about the middle of the last century in America studying its people and its institutions, expressed the view that the great superiority of the New England town meeting were the two paramount influences in the development of our genius for self-government, expressed the view that the genius was exhibited strikingly in the early days of my State, some of the dramatic incidents of which were featured in widely read magazine articles appearing within recent months.

No organized government existed in the country when, toward the close of the Civil War, populous communities sprang up in consequence of the stampede occasioned by the discovery of gold. In the law-abiding, those flocked to the rich camps a horde of scoundrels, many of whom had fled to the desert and the wilderness to escape the just punishment to which their disorderly lives had subjected them, intent upon prey ing upon the enterprising, the industrious and the patriotic organization which dealt out swift and often tragic justice to the road-agents. The law-abiding, however, after a trial that rarely, if ever, failed to develop the truth of the accusation. In similar fashion should be just so controversy arise, for instance, to the ownership of a mining claim, every man in the camp threw down his pick and shovel and repaired to the grocery store or some convenient saloon, heard the disputants, and such witnesses as were produced and then, by popular vote, passed judgment which prudence suggested be strictly and promptly observed.

I am by no means prepared to admit that questions of fact in actions at law would, on the whole, be resolved more in consequence with truth and the spirit of justice by a single judge or by a limited number of judges than by a jury, but its value is not to be appraised solely on that ground; it is an expression of the American ideal of government by the people. In a chapter of "Democracy in America," devoted to the subject, in which he extols the jury as a judicial agency as well as a political institution, and ranks the value of its use in civil actions as higher even than in criminal cases, the erudite author before referred to, says: "The jury contributes powerfully to form the judgment and to increase the natural intelligence or a people; and this, so far as the facts are concerned, is its greatest advantage. It may be regarded as a gratuitous public school, ever open, in which every juror learns his rights, enters into association with the most learned and enlightened members of the upper classes, and becomes possessed of the knowledge of the laws, which are brought within the reach of his capacity by the efforts of the bar, the advice of the judge, and even by the parties. I think that the practical intelligence and political good sense of the Americans are mainly attributable to the fact that before long use, they have made of the jury in civil causes.

I am moved, accordingly, to admonish you to beware of falling into the cynicism you may hear expressed about the jury system, voiced probably without serious refection or by some one whose views have taken color from what he conceives to be the interests of his clients or from his own failures. It is my observation that most of the jurymen are critical of the system never succeeded very well before jurys due, no doubt, in some measure, to the ignorance observed, to the fact that they lacked confidence in the capacity and intellectual integrity of the jury. But whatever one may think of that system, unguided by experience and uninfluenced by the encomiums which have been lavished upon it, there can be no doubt that it will remain permanently, so far as can now be discerned, a part of our scheme of government. It would require a amendment of the Constitution of the United States to dislodge it from the place it occupies in our national economy, impossible, except upon investigation upon the assent of two-thirds of both houses of Congress and the legislatures of three-fourths of the states. It would necessitate like action by the states to rid themselves of the system in so far as it obtains in their courts, though such action might not always the part of the greater number should a federal amendment be adopted. In this situation it behooves every tyro at the bar to cultivate his art of developing facts before and presenting them persuasively to a jury. Before they can be presented, except by cross-examination, palming taking investigation is necessary to determine what they really are, either by or under the direction of the lawyer responsible, a task making exacting demands on his erudition and ingenuity, often baffling, but rarely past discharging effectively. Being convinced of how the truth lay, I have seldom found myself balked in an effort to establish it to my own satisfaction, at least.

What is here said may be in the nature of repetition, but the admonition will bear repetition seeing that, as the opinion of some of the worthy elders is that branch of his work is that he not only know the law applicable, but that he be alive to its importance in the case before him. Democracy, as in particular limits the value of proficiency in the other. Consequently there is every reason to improve the waiting period through which lawyers must pass, by adding to the store of knowledge of the law acquired and develop your studies here, as well as enriching it by incursions into the field of history and general literature.

In conclusion, let me further admonish those who fear to make the attempt of some dismal failures by men of superior talent who remained within a superior position in life when, with but more than ordinary ambition and energy, they might have occupied stations of vastly greater influence and usefulness to themselves and to the public. I welcome you to the profession which, in every age and in every country, among civilized men, has attracted the brightest minds, has provided so many great leaders of the people, and what has abundantly served the cause of liberty.

ACKNOWLEDGMENT

We acknowledge with due appreciation, a further contribution to our historical collection of Judge W. F. Taylor, Suffolk senior, a true copy of the indictment against Jennie M. Eaton of Norwell for the poisoning of Joseph G. Eaton in 1913. This indictment may be found in the Confer­ence Room of the club house.
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