

THE CHICAGO BAR ASSOCIATION RECORD

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ADMISSION TO THE BAR New Requirements

AT the October, 1923, Term, the Supreme Court of Illinois by amendment to its Rule 39, increased the educational requirements for admission to the Bar in Illinois.

The most noteworthy change is the requirement of at least seventy-two weeks (normally two years) of general college work, or its equivalent, in addition to the four-year high school course, or its equivalent, previously required.

Another change of importance is the increase in the period required, where the applicant pursues his legal studies in a law office, from three to four years. In addition, such applicant must submit to an examination by the Board of Law Examiners once each year during the first three years of such office study. The new requirement, where the applicant attends an accredited law school, is at least twelve hundred class room hours, but credit is not to be given for more than four hundred and thirty-two hours in any one year. This also is an increase over the number of hours formerly required. The amendment further makes provision for mode of proof, effective date, etc.

These changes embody substantially the recommendation worked out by the Committee on Legal Education of The Chicago Bar Association after a painstaking investigation, and conferences with the deans of substantially all of the law schools of the City of Chicago. This recommendation was presented to the Illinois State Bar Association at its last annual meeting, was embodied in a resolution there adopted, and in that form was submitted to the Supreme Court.

It is a source of gratification that the Association, through its Committee on Legal Education, has thus been permitted to contribute to the raising of the standards of legal education in Illinois, one of the first States to act upon the recommendations of the Washington Conference.

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Published Monthly

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CAMPAIGNING FOR THE BAR ASSOCIATION PRIMARY.

The judicial primaries conducted by The Chicago Bar Association during recent years have had as their purpose the assisting of the public to an intelligent opinion on the comparative merits and qualifications of contending candidates. That the voter has availed himself of this assistance has been demonstrated beyond peradventure by the results of the elections. It is an encouraging commentary on our republican form of government that the lay electorate is willing to accept and act on the expert judgment of a profession on a question which the profession is peculiarly fitted to determine.

To maintain its salutary influence, the Bar Association Primary must be safeguarded from suspicion that its results proceed from a consideration of anything but the judicial qualifications of integrity, learning, temperament and experience of candidates. It is in respect to such qualifications that the public needs and has welcomed the opinion of members of the Bar; otherwise personal popularity, political strength or other attributes not necessarily indicative of a good judge, are likely to decide the election. In recognition of this, the Board of Managers has always, when directing such primary, expressly forbidden the solicitation or pledging of votes.

We have some misgivings, therefore, as we note a tendency on the part of some candidates to solicit the votes of our members at these primaries. While this tendency is a flattering recognition of the influence of the primary on the election, votes gained by solicitation or campaign-

ing within the Association do not represent the disinterested opinion of lawyers on the questions on which it is sought as a proper guide. No doubt the campaigning here alluded to is the result of forgetfulness on the part of candidates or their supporters that such practice is contrary to the rule adopted by the Board of Managers, and we are pleased to note that those candidates who really merit the support of the Association are scrupulous in their observance of this necessary rule. Intentionally to do otherwise would be in itself an indication of unfitness for judicial office.

The proper campaign for votes at the Bar Association Primary is that which consists in years of honorable and efficient service on the bench, or in a record as a practicing attorney which gives promise of such service, not in hand-shaking and solicitation of votes during the days immediately preceding the holding of the Primary.

AMENDMENT OF THE LAW.

Members of the Association are urged to send to the Committee on the Amendment of the Law any suggestions which they may desire to make with respect to amendment of the Illinois Statutes.

Mr. Cornelius Lynde, Chairman of the Committee on the Amendment of the Law, has addressed a letter to the members of his committee which we publish in part as indicating that the committee is alive to its responsibility even in an "off year." In formulating the committee's program it is desirable to have before it all amendments which members believe the Association should support.

Mr. Lynde's Letter.

"In spite of the fact that there is no session of the Legislature likely to be had during the year of our service on the committee, in many ways it seems as though we have an unusual opportunity in the work of this committee. Some slight experience on this committee in the past leads me to believe that the work of the Association so far as amendment of the laws is concerned has formerly suffered from lack of a definite program and from too hasty consideration of the measures brought before prior committees.

"We have an opportunity this year to work out a real program which will be more representative of the peculiar needs of the Chicago Bar than has perhaps always been the case, and in the preparation of drafts of proposed amendments to the statutes to give more care and attention to that highly important portion of our responsibility than the Association has been able to do in the past.

"The first thing the committee must do to the extent of its capacity is to deter-

mine upon a program which is really representative of the views of the local Bar. To this end letters are being sent to the Chairmen of all standing committees of the Association, requesting them to suggest as promptly as possible any subjects which they consider this committee should include in a prospective program for amendment to the statutes, and it is hoped that a copy of this letter will appear in the next issue of the Record.

"The second thing that the committee must attempt is to confine such program to as narrow a point as possible. Experience has demonstrated that it is impossible for The Chicago Bar Association to be very effective in aid of legislation proposed if it asks too much of the Legislature. Our strength should be centered as much as possible and not distributed by attempting to cover too many things at one session.

"After we have determined upon a program, committees must be selected to take up the really serious work of drafting the proposed statutes included in the program. There will be an early meeting of the committee, at which time it is hoped a start at least may be made along the lines suggested. In the meantime you are urged to give particular consideration to deciding in your mind what amendments to the statutes The Chicago Bar Association should urge, primarily from the point of view of the lawyers of Chicago, as well as in the public interest."

THE RULE OF ATTORNEY'S PRIVILEGE.

An attorney may not testify to, or, as is sometimes said, is protected from a disclosure of communications (or facts communicated) to him by his client.

That rule may mean much, or it may not, owing to its construction. To what, in Illinois, may we safely testify without violation of professional duty, and to what may we refuse to testify and remain safe?

Quite recently an interesting question arose before Chief Justice Caverly concerning the extent of the rule. Mr. Mathias Concannon had answered several questions before the special grand jury but, claiming "lawyer's privilege," had refused to divulge the identity of his clients' agent from whom he had received and to whom he had subsequently returned their 1921 account book. He had likewise declined to reveal to whom, at his clients' direction, he had delivered their 1922 account book. His clients were the executrix, widow, and heirs of Austin J. Lynch, deceased, one of the "real estate experts," whose accounts were shown in

the books, and it appeared that Mr. Concannon had had the books of necessity, in his professional capacity.

Mr. Concannon was presented for contempt. He earnestly contended that the rule in question, especially when examined with reference to the principle of public policy underlying it, extended not only to communications in the sense of utterances, but also to all knowledge acquired by an attorney by virtue of his professional relationship. He frankly conceded, however, that the Supreme Court of Illinois had not directly so decided. He principally depended upon the liberal construction of the rule adopted in two English cases,—which were radically opposed to other English cases. (Wigmore on Evidence, Section 2306.) But the two English cases had been cited, and evidently with approval, in Illinois. (*Dietrich v. Mitchell*, 43 Ill. 40; *People v. Barker*, 56 Ill. 299, 301.) He also depended upon *People v. Gerold*, 265 Ill. 448, *Greenleaf on Evidence*, Sections 237 to 246, some cases outside Illinois in jurisdictions approving the liberal construction, and other authorities.

At this juncture Judge Caverly appointed the members of The Chicago Bar Association's Committee on Administration of Criminal Justice *amici curiae*, to examine the question and present their arguments, authorities and views at a subsequent hearing.

The Committee's investigation led it to report to the Court unanimous agreement with the respondent's contentions; and the Committee, appearing by Mr. Charles Center Case, stated its reasons, submitting argument and further authorities, including, among others, analogous cases relating to the rule of privileged communications between husband and wife.

Undoubtedly the two rules, alike relating to confidential "communications," are analogous also in extent. So the Committee contended. On that point the authorities appear practically unanimous. Thus in his scholarly work on evidence, Dean Wigmore, though plainly outspoken for rather strict construction, has this to say regarding the husband-wife rule: "The protection extends only to communications, i. e. *utterances*, not acts,—the reasoning being analogous to that which establishes a similar limitation for communications between attorney and client."

But though there may be a comparative dearth of Illinois cases regarding the lawyer-privilege rule, the Committee further contended that our Supreme Court has not expressly set any such limitation as is fixed by Dean Wigmore, while in the other instance, regarding husband and wife, it has actually adopted a construc-

tion so liberal as must astonish any one who has occasion carefully to study the matter. A wife or husband may not testify "to any fact or transaction the knowledge of which was obtained by means of the marriage relation." (Schreffler v. Chase, 245 Ill. 395; 137 Am. Rep. 330,—editorial note on page 335; and see previous cases cited in that opinion, and subsequent Illinois cases in which it is in turn cited, including *Mahlstadt v. Ideal Lighting Co.*, 271 Ill. 154).

"The first duty of an attorney is to keep the secrets of his clients." So said Judge Gaselee in *Taylor v. Blacklow*, 3 Bing. N. C., 249; and that statement may be taken as the law in Illinois,—even though it has been claimed that the conservative character who made the statement was the original of the ridiculous Mr. Justice Starleigh who presided at the celebrated breach of promise suit reported by Charles Dickens in *Pickwick Papers*. (See *People v. Gerold*, 265 Ill. 448, and *People, ex rel., v. Barker*, 56 Ill. 300.)

In any event the Code of Professional Ethics, certainly good law in Illinois, speaks of the "obligation (of an attorney) to represent the client with undivided fidelity and not to divulge his secrets or confidences."

Chief Justice Caverly agreed with the Committee's contentions and discharged the respondent.

A GOOD INVESTMENT.

So gratifying are the results of the operating arrangement between the Bar Association and the United Charities for the year closing October 1st that our Legal Aid Committee is embarrassed by the fact that the Bar contributed so small a portion of the cost of the work. The successful handling of 11,500 "cases" at an average cost of less than \$3.00 per "case," spells justice for the poor at a minimum cost. Cases so handled during the year just closed, embrace 527 "compensation cases," over 250 domestic tragedies, 276 probate matters, 204 personal injuries—matters which members of the Bar could not afford to even docket for the sum of \$3.00, let alone prosecute to a conclusion. Collections to the aggregate amount of \$75,000 were made; over 2,500 wage claims handled; landlord and tenant controversies to the number of 527 were adjusted by suit or otherwise. Results like these constitute the embarrassment of our Legal Aid Committee, an embarrassment from which members of the Association can relieve the Committee by a more general and generous contribution to the work for the ensuing year.

An opportunity to contribute to that work will be given early in 1924.

DINNER AND JOINT MEETING OF ALL COMMITTEES OF THE ASSOCIATION.

A dinner and joint meeting of all the committees of this Association was held November 1st, at Hotel La Salle. It was very largely attended by representatives of every committee.

After a few remarks of greeting by President Sexton, the business part of the meeting was turned over to Vice-Presidents John M. Cameron and Russell Whitman, who have been specially delegated to follow the work of the various committees.

The Chairman, or, in his absence, the Vice-Chairman, of each committee was called on to report upon the activities of his committee. Very interesting reports were received. There was a great deal of enthusiasm expressed and it was apparent that the meeting had a very stimulating effect upon the individual members of the committees. It was the consensus of opinion that future meetings of this sort would be of great benefit to the Association.

THE MEMBERSHIP COMMITTEE.

The Membership Committee held its first meeting of the year on Friday, November 16th, at Hotel La Salle, under the chairmanship of Mr. Harry G. Keats. The meeting was also attended by President William H. Sexton and John M. Cameron, Vice President.

Sixty-seven applications for membership were presented at this meeting, and the Committee was organized into two sections, which will conduct a friendly contest for the high record of applications received. Weekly meetings will be held, the sections meeting on alternate weeks, and the entire Committee meeting once each month. The Chairman reports a composite energy in both sections that will make other committees look to their laurels. The two sections are composed of the following:

SECTION No. 1	SECTION No. 2
George H. Meyer, Chairman	Charles J. Mueller, Chairman
Preston Boyden	Paul Corkell
Ralph E. Brown	Henry B. Evans
Edward J. Farrell	Richard P. Hummer
Daniel S. Jerka	David W. Kahane
Frank W. Koraleski	Richard Mayer
John R. McCabe	Michael F. Ryan
Edward R. Tiedebohl	Curtis R. Scheuemann
Walter W. Weiss	Dean Lake Traxler
Sidney J. Wolf	Elmer J. Whitty

Mr. Keats also acted as Chairman of this Committee last year, and conducted the unprecedented drive for new members which resulted in the filing of six hundred and two applications.

Members of the Association can aid this committee by suggesting the names of possible candidates for membership or, better still, by securing the application and sending it in to some one of the members of the Committee.

APPLICATIONS FOR MEMBERSHIP

Each member of the Association is urged to scrutinize the following list of persons who have filed applications for membership. Ten days after the mailing of the RECORD the Committee on Admissions begins the work of interviewing applicants whose names are published. Members should deem it a duty to advise the Committee on Admissions as to the fitness or unfitness of any applicant and feel assured that the Committee is always appreciative of assistance rendered.

DORMAN C. ANDERSON, 68 W. Monroe St.; Oct. 11, 1923; Frank W. Koraleski, Harry G. Keats.
 ELMER C. ANDERSON, 528 Federal Building; Oct. 10, 1923; George H. Meyer, Paul Corkell.
 JULIUS H. ARONSON, 11 S. La Salle St.; Oct. 11, 1923; Frank W. Koraleski, Harry G. Keats.
 GEORGE E. ASSELIN, 511 City Hall; April 4, 1913; Carl Hjalmar Lundquist, Leon Hornstein.
 JOHN I. BAGDZIUNAS, 3251 S. Halsted St.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 HAROLD L. BEAMISH, 208 S. La Salle St.; April 12, 1923; Henry B. Evans, William F. Clarke.
 HENRY BLECH, 19 S. La Salle St.; Oct. 15, 1919; George H. Meyer, Paul Corkell.
 GEORGE PATTERSON BOYLE, 10 S. La Salle St.; D. C., Nov. 5, 1909; Ill., Dec. 9, 1919; Philip R. Davis, Joseph B. Lawler.
 HELMER BRANDELL, 10 S. La Salle St.; Oct. 11, 1923; Frank W. Koraleski, Harry G. Keats.
 JOHN B. BRENZA, 2201 W. 22d St.; Dec. 6, 1910; W. Arnold Amberg, E. Marshall Amberg.
 RICHARD D. BROWN, 175 W. Jackson Blvd.; Oct. 9, 1917; George H. Meyer, Paul Corkell.
 SIDNEY F. BROWN, 8 S. Dearborn St.; Oct. 7, 1921; Don C. Wray, P. J. Ten Hour.
 MAURICE BURGER, 127 N. Dearborn St.; Dec. 13, 1918; Helmer C. Patterson, Charles Waldman.
 ROBERT F. BURNS, 111 W. Washington St.; Oct. 11, 1923; Frank W. Koraleski, Harry G. Keats.
 GEORGE F. CAROLAN, 140 S. Dearborn St.; Oct. 11, 1923; Harry G. Keats, Frank W. Koraleski.
 F. RANDOLPH CASE, 76 W. Monroe St.; April 2, 1913; Walter W. Weiss, Harry G. Keats.
 PIUS S. CEGIELSKI, 8 S. Dearborn St.; April 6, 1923; Henry B. Evans, William F. Clarke.
 HENRY T. CHACE, JR., 105-N. Clark St.; Oct. 20, 1900.; Merle B. Waltz, Harry G. Keats.
 SARSFIELD COLLINS, 56 W. Randolph St.; Oct. 7, 1914; Bailey Samelow, Zach Hofheimer.
 ANTHONY C. CREMERIUS, 1540 W. Madison St.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 HERBERT J. DEANY, 135 E. 11th Place; Oct. 12, 1922; Vernon W. Foster, George A. Dupuy.
 JOHN E. DEVEREUX, 8 S. Dearborn St.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 HARRY J. FIREMAN, 110 S. Dearborn St.; April 2, 1919; John P. McGoorty, Frederic A. Fischel.
 GUSTAVE H. FRIEND, 155 N. Clark St.; Oct. 11, 1923; Frank W. Koraleski, Isidore Brown.
 MATHIAS J. FRISCHE, 69 W. Washington St.; Feb. 15, 1923; Richard P. Hummer, Cyrus Heren.
 ADDISON L. GARDNER, JR., 134 S. La Salle St.; Oct. 12, 1922; Roger L. Foote, A. L. Gardner, Sr.
 LEE J. GARY, 38 S. Dearborn St.; Oct. 11, 1923; Frank W. Koraleski, Harry G. Keats.
 JOHN C. GEKAS, 77 W. Washington St.; Oct. 13, 1920; Arthur A. Maina, Harry G. Keats.
 CALMON R. GOLDER, 38 S. Dearborn St.; Dec. 14, 1922; Harry C. Levinson, Leo W. Hoffman.
 MICHAEL J. HABERKORN, 10 S. La Salle St.; Oct. 7, 1921; George H. Meyer, Paul Corkell.
 CLEMENT L. HARRELL, 10 S. La Salle St.; Dec. 10, 1920; George H. Meyer, Paul Corkell.
 LOUIS T. HERZON, 4914 W. Cortez St.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.

DONALD EUGENE HOOPINGARNER, 38 S. Dearborn St.; Ind., Oct., 1921; Ill., April 12, 1923; John W. Creekmur, Allan W. Cook.
 ALLEN HOWARD KIMBALL, 179 W. Washington St.; Feb. 15, 1923; Richard P. Hummer, Cyrus Heren.
 MILTON J. LAMFROM, 10 S. La Salle St.; Oct. 11, 1923; Sidney J. Wolf, Harry G. Keats.
 OTTO T. LANGBEIN, JR., 10 N. Clark St.; Oct. 11, 1923; Lavern W. Thompson, Walter H. Chambers.
 NOBLE W. LEE, 105 W. Monroe St.; Oct. 11, 1923; Walter F. Dodd, W. R. Matheny.
 DAVID LEFKOVITS, 155 N. Clark St.; April 13, 1922; Frank W. Koraleski, Isidore Brown.
 IRENE M. LEFKOW, 58 W. Washington St.; April 8, 1914; James F. Bishop, Nellie Carlin.
 BENJAMIN LEHTMAN, 133 W. Washington St.; April 4, 1917; Edwin Hamilton, Herbert E. Herrod.
 FREDERICK A. LIND, 108 S. La Salle St.; Oct. 4, 1916; Harold F. White, Livingston E. Osborne.
 MARK W. LOWELL, 30 N. La Salle St.; Feb. 15, 1923; George H. Meyer, Paul Corkell.
 EDWARD LUCZAK, 3023 W. 22d St.; Oct. 16, 1922; Henry B. Evans, William F. Clarke.
 EDWARD J. MARKE, Randolph and Market Sts.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 FRANK W. MARZLUFF, 36 S. State St.; April 15, 1922; Henry B. Evans, William F. Clarke.
 HARRY J. MCCORMICK, 4942 Fulton St.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 EDWARD D. McDOUGAL, JR., 11 S. La Salle St.; Oct. 11, 1923; Louis S. Hardin, J. Dwight Dickerson.
 ROBERT E. McMILLAN, Criminal Court Building; Oct., 1920; George H. Meyer, Paul Corkell.
 EDWARD MENKIN, 133 W. Washington St.; Mich., March, 1896; Ill., June 10, 1896; Edward N. Sherburne, John R. McCabe.
 GEORGE D. MILLS, 76 W. Monroe St.; April 13, 1923; Sidney J. Wolf, Harry G. Keats.
 WALTER P. MURPHY, 7 W. Madison St.; Feb. 11, 1921; Charles J. Mueller, Harry G. Keats.
 W. L. MURRAY, 4937 W. Chicago Ave.; Oct. 12, 1922; Orville W. Lee, Richard P. Hummer.
 ROY E. OLIN, 111 W. Washington St.; Oct. 12, 1922; Frank W. Koraleski, Harry G. Keats.
 NORMAN L. OLSON, 134 S. La Salle St.; Feb. 15, 1923; Frank W. Koraleski, Carroll J. Lord.
 JOHN J. PHEE, Illinois Merchants Trust Co.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 FRANK T. PLATKA, JR., 139 N. Clark St.; April 13, 1922; George A. Trude, William R. Ramsey, David W. Kahane.
 JOSEPH P. POWER, 7 W. Madison St.; Oct. 12, 1922; Charles J. Mueller, Harry G. Keats.
 ADAM S. PRZYBYSZEWski, 2917 N. Central Park Ave.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 CHARLES WESLEY ROBERTS, Trust Dept., First Trust and Savings Bank; Oct. 11, 1923; George H. Meyer, Paul Corkell.
 HENRY GLENN ROSS, 137 S. La Salle St.; Oct. 11, 1923; Samuel Adams, Mitchell D. Follansbee.
 BEN ROTHBAUM, 38 S. Dearborn St.; Dec. 15, 1921; Harry C. Levinson, Leo W. Hoffman.
 JAMES P. SALMON, 6155 St. Lawrence Ave.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 HENRY J. SAMUEL, 9037 Commercial Ave.; March 13, 1923; Frank W. Koraleski, Isidore Brown.
 AARON SAPIRO, 105 W. Monroe St.; Calif., 1911; Ill., Oct. 11, 1923; Brode B. Davis, Walter F. Lynch.
 RAYMOND C. SCHNELL, 29 S. La Salle St.; Oct. 11, 1923; Henry B. Evans, William F. Clarke.
 ALFRED I. SCHWERDLIN, 208 S. La Salle St.; Dec. 9, 1919; Abraham Meyer, Carl Meyer.
 WILLIAM T. SHAFFER, 220 S. State St.; Oct. 11, 1923; George H. Meyer, Paul Corkell.
 HOBART MCKINLEY SIDLER, 624 W. 119th St.; Feb. 11, 1921; George H. Meyer, Paul Corkell.
 GEORGE L. TURNER, 538 S. Dearborn St.; April 13, 1922; Harry G. Keats, Christopher King.
 JAMES H. TURNER, 10 S. La Salle St.; Feb. 15, 1923; John J. Wright, W. V. Morgenstern.
 DOMINIC H. VALENS, 139 N. Clark St.; Oct. 11, 1923; Harry C. Kinne, George L. Reker.
 JOHN J. VISSER, 3538 Fullerton Ave.; Oct. 7, 1921; Richard P. Hummer, Cyrus Heren.
 VERNON M. WELSH, 105 S. La Salle St.; Dec. 16, 1916; J. Walter Stead, Frederic Secord.
 STEPHEN CARLETON ZIDEK, 140 S. Dearborn St.; Oct. 11, 1923; Harry G. Keats, Frank W. Koraleski.

RULES CONCERNING ADMISSION TO THE BAR OF ILLINOIS.

RULE OF THE ILLINOIS SUPREME COURT AS
REVISED AT THE OCTOBER TERM, 1923

Rule 39. Board of Examiners, Appointment of. The State Board of Law Examiners shall consist of five members of the bar appointed by this court to serve for terms of three years and until their successors are appointed. At the October term, 1923, a member shall be appointed from the First Appellate Court District and a member from the Second Appellate Court District; at the October term, 1924, a member shall be appointed from the First Appellate Court District and a member from the Third Appellate Court District; and at the October term, 1925, a member shall be appointed from the Fourth Appellate Court District. The Board shall elect annually one of its members president and one secretary and treasurer. The Board shall audit annually the accounts of its secretary and treasurer and shall report to the court at each October term a detailed statement of the finances of the Board together with such recommendations as shall seem advisable.

Examinations. How Conducted and Where. The Board shall conduct three examinations annually—in Chicago on the third Tuesday in March and in July, and in Springfield on the third Tuesday in November. Such examinations shall be conducted by printed interrogatories, shall be uniform and shall be supervised by the members as a body, a majority of the Board constituting a quorum. The Board shall certify to the court at each term those who have met the requirements for admission to the bar, and the applicants so certified shall appear in person before this court and shall be admitted to the bar on motion in open court.

Preliminary Education. Requirements for Examination. Proof of Study. How Made. Each applicant for examination shall present to the Board of Law Examiners satisfactory proof that he has a general and legal education sufficient to qualify him therefor. For those who in good faith began the study of law prior to July 1, 1924, proof of general education shall consist of a diploma showing graduation from an accredited four-year high school or a certificate of the registrar of the University of Illinois, or other college or university of equal credit, that the applicant is entitled to enter such college or university, with further proof that this general education was acquired prior to the beginning of the study of law. Such applicant must further show that he has within six years next prior to applying for examination pursued for a period of three years, during at least thirty-six weeks in

each year, a course of law studies covering the law of real and personal property, persons and domestic relations, torts, contracts, partnership, bailments, negotiable instruments, agency, suretyship, wills, corporations, equity jurisprudence, crimes, conflict of laws, evidence, common law and equity pleading, the Federal and State constitutions, and legal ethics; and that such law studies have been pursued in an established law school accredited by the Board of Law Examiners, or under the personal tuition of one or more licensed attorneys, and that the applicant, if studying under such tuition, has pursued said studies at least thirtysix weeks in each year and has submitted to regular and satisfactory examinations by such attorney during said period upon each subject. Students pursuing studies under the tuition of an attorney shall take the current annual examinations hereinafter required. Proof of legal education shall consist of the affidavit of the applicant and the certificate of the secretary or one of the professors of the law school showing personal attendance at such law school, or the affidavit of the attorney or attorneys under whose tuition such studies have been pursued; or, if in consequence of the death or absence from the State of such attorney or attorneys, his or their affidavit cannot be procured, such proof may be made by affidavit of any credible witness having knowledge of the facts.

For those beginning the study of law after July 1, 1924, proof of general education shall consist of a diploma showing graduation from a four-year high school or other preparatory school, whose graduates are admitted on such diploma to the freshman class of any college or university where the requirements for admission are equal to those required by the University of Illinois, or the certificate of the registrar of such a college or university that the applicant is entitled to enter same; and a certificate of a member of the faculty of a college or university accredited by the Board of Law Examiners showing completion of at least seventy-two weeks of general college work, or the applicant in lieu of such certificate must pass an examination to be given by or under the direction and supervision of the Board of Law Examiners in a course of studies to be approved by said Board as the equivalent of seventy-two weeks of college study. The Board by rule may recommend certain subjects which they will regard as such equivalent but they shall not specifically require any particular group of studies. The high school education or its equivalent shall be completed before the college studies begin, and the college education or its equivalent shall be completed before the law studies begin; provided, however, that as to all

applicants who begin the study of law after July 1, 1924, and prior to July 1, 1926, only thirty-six weeks of college study or its equivalent shall be required.

For those beginning the study of law after July 1, 1924, proof of legal education shall be made (a) by a certificate from an established law school (or law schools) accredited by the Board of Law Examiners showing that the applicant has pursued a course of law studies in such law school (or law schools) of at least 1,200 class room hours, and has passed a satisfactory examination in each of the law studies required for graduation by such law school (or law schools), which shall include the law subjects hereinbefore enumerated, provided the Board shall not give credit for more than 432 class room hours in any one year; or (b) by showing that the applicant has in good faith, while actually engaged in the office and under the personal tuition of a licensed attorney (or attorneys) in active practice, pursued for a period of four years during at least thirty-six weeks in each year a course of law studies to be prescribed by the Board of Law Examiners as the equivalent of such law school course. Such applicant shall submit to and satisfactorily pass an examination by the Board of Law Examiners once each year during the first three years of such law office study. Proof of such law office study shall be made by an affidavit of such licensed attorney (or attorneys) showing that the applicant has pursued the course of studies herein required and has passed satisfactory examinations in each subject. If, in consequence of the death or absence from the State of such attorney (or attorneys), his (or their) affidavit cannot be procured, such proof may be made by an affidavit of any credible witness having personal knowledge of the facts, subject to the approval of the Board of Law Examiners. (c) if an applicant pursues his course of law studies partly in such accredited law school and partly under the tuition of such licensed attorney (or attorneys) he shall be allowed credit for studies in such law school upon presentation of a certificate therefrom showing the studies he has taken therein by personal attendance, and that he has satisfactorily passed examinations in such studies, such certificate showing the number of class room hours and the number of weeks of law study pursued by such applicant in such law school. He shall be allowed credit for such studies as he pursues under the tuition of a licensed attorney (or attorneys) when proof is made made as provided in section (b) above. Such an applicant shall pursue his law studies for a period of four years during at least thirty-six weeks in each year.

Re-Examinations of Rejected Applicants.

If an applicant for admission to the bar by examination shall be rejected at a first or second examination he shall not again be admitted to an examination until one examination has intervened after such rejection. If an applicant shall be rejected at a third or fourth examination he shall not again be admitted to an examination until two examinations have intervened after such rejection. Before taking a second or subsequent examination he must furnish evidence satisfactory to the Board that he has diligently pursued the study of law since his last examination. If an applicant has been rejected at a fifth examination he shall not again be admitted to an examination.

Attorneys From Other States, How Admitted. Where a licensed attorney requests admission to the bar upon a license showing his admission as an attorney at law in another State or country he must present to the Board proof that he has been admitted to practice in the highest court of such State or country and that he has actually remained in said State or country and practiced in the courts or record as an attorney at law for at least five years, specifying the name of the place or places in which he has so practiced. Such proof shall be supported by a certificate from a judge of the highest court in the State or country certifying that he has been so admitted, has so practiced, and is a man of good character, such certificate to be certified by the clerk of the court and sealed with the seal of the court; provided, however, where the requirements for admission to the bar of such State or country require less than two years of law study, such attorney shall furnish proof as above that he has actually practiced in the courts of record of such State or country for at least eight years. Where the requirements for admission to the bar in such State or country at the time of the applicant's admission therein are equivalent to the requirements in this State in effect at the time of the application for admission here, the Board may recommend for admission to the bar of this State an attorney licensed in such other State or country.

Proof of Moral Character, How Made.

At the October term in each year there shall be appointed by the court a Committee on Character and Fitness in each of the Appellate Court districts of the State, consisting of not less than three attorneys at law and the member or members of the Board of Law Examiners appointed for the respective districts, to which shall be referred all applications for admission to the bar of this State, the members of such committee to continue in office until their successors are appointed. The com-

mittee shall require the attendance before it or a member thereof of each applicant with the affidavit of at least three practicing attorneys personally acquainted with such applicant, residing in the county in which such applicant resides, testifying to the good character and general fitness to practice law of such applicant, said affidavits to set forth in detail the facts upon which the opinion is based.

Each applicant must be a citizen of the United States, an actual resident of the State of Illinois, and twenty-one years of age or over. He must be able to speak and write readily and intelligently the English language, and must give evidence to the Committee on Character and Fitness that he understands and believes in the righteousness of the principles underlying the constitutions of the State and of the United States, and that he has such other qualifications as to character and general fitness as, in the opinion of the committee, justify his admission to the bar. No person shall be admitted to practice law in this State who shall not furnish a certificate of general fitness to practice law from the Committee on Character and Fitness of his district, a certificate of good moral character from a court of record of the county of his residence, a sworn statement showing his full name, age, birthplace, place of residence, and length of residence in such place; if born in a foreign country, at what age he came to the United States and when and where he was naturalized; the name, birthplace, residence and occupation of his parents; the common schools attended by him and the dates when such attendance began and ended; the name and location of the college attended by him, if any, together with dates of attendance and degrees received; the name and location of the law school attended by him, if any, together with the dates of attendance and degrees received; the time employed in law offices, if any, together with a list of such offices and the dates of employment in each; whether he has applied for admission to practice law in any other State or country, and, if so, when and where, and whether he was admitted to practice and, if so, how long he practiced; whether he has heretofore applied for admission to the bar of this State and, if so, when and why he was not then admitted; whether he has been engaged in any occupation, business or profession and, if so, when and where, giving the names and addresses of his employers, the positions occupied by him and the period of his employment; and whether he has ever been a party to any legal action and, if so, the full details of his interest therein.

Fee to be Paid by Applicants. For each examination given by the Board on preliminary education or on legal subjects

where study is being pursued under the tuition of a licensed attorney, the applicant shall pay to the Board in advance a fee of five dollars. Each applicant for admission to the bar, whether upon examination or admission on a foreign license, shall pay to the Board in advance a fee of fifteen dollars. The blanks for all information required shall be furnished by the Board.

THE LIBRARY.

The following new text books are recent accessions to the Association's library:

Aldrich—Michigan Real Property Mortgages.
 Angerstein—The Employer and the Workmen's Compensation Act of Illinois.
 Bates—Pleading and Practice (Ohio), 3 Vols., 3rd Ed.
 Bender—New York Corporation Manual.
 Byles—Bills of Exchange.
 Collier—Bankruptcy, Vols. 1, 2, 3, 13th Ed.
 Cook—Corporations, 4 Vols., 8th Ed.
 Cowan—Manual of Securities Laws.
 Gale—Easements, 9th Ed.
 Gordon—Annotated Forms of Agreement (New York).
 Hill & Wilkins—Workmen's Compensation (Ill.).
 Hoag—Crime, Abnormal Minds and the Law.
 Holdsworth—History of English Law, Vols. 2 and 3.
 Hume—Real Estate Broker and His Commission.
 Keezer—Marriage and Divorce.
 Lowndes—General Average.
 Marvel—Delaware Corporations.
 Remington—Bankruptcy, Vols. 2, 3, 4, 3rd Ed.
 Ross—Discovery.
 Russell—Crimes and Misdemeanors, 2 Vols., 8th Ed.
 Sayre—Cases on Labor Laws.
 Smith—Federalism in North America.
 Underhill—Criminal Evidence, 3rd Ed.
 White—Patents Throughout the World.
 Whitmore—Evidence, 5 Vols., 2nd Ed.
 Woerner—American Law of Administration, 3 Vols., 3rd Ed.

CRIMINAL COURT.

Judge Philip L. Sullivan.

In Judge McKinley's Report of Progress in the Criminal Court of Cook County during the past year, which was published in the October number of the *Record*, the name of Judge Philip L. Sullivan should have been included as one of those who, by their conscientious service and hard work, made possible the splendid results. Judge Sullivan's record for the period in question, September 1, 1922, to August 1, 1923, is as follows:

Disposed of 292 indictments; sentenced 50 defendants to the penitentiary; 22 to the reformatory; 63 to the House of Correction; 26 to the County Jail; 40 not guilty; 33 released on probation.

EMPLOYMENT SERVICE.

Members are reminded that the Association is in a position to render service in the matter of the employment of office associates, law clerks, secretaries, and stenographers. A considerable number of applications for employment are always on file in the office of the Executive Secretary and a telephone call to him may save time and annoyance. When in need of a clerk or office assistant let your first call be made upon the service rendered by the Bar Association.

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The University of Chicago

University College

OFFICE OF THE DEAN

Law School

December 14, 1923

President Ernest D. Burton,
University of Chicago.

My dear President Burton:

In accordance with your request I have just had a conference with Miss Alice Greenacre relative to the proposed junior college training for prospective law students. I have also discussed the matter with Dean Tufts and with Dean Hall of the Law School. I have encountered no opposition to the proposed training but on the contrary, marked encouragement. It appears that we are now offering through University College a large number of the courses which would be included in a complete program of training for this group of students. The courses in which most interest is expressed fall within the following departmental offerings: Political Economy, History, Sociology, Philosophy, Psychology, English, Science, Mathematics and Foreign Languages. A complete program of training for prospective law students would necessitate only minor changes in our prospective program coupled with a systematic schedule which would make possible two years of study in some of the departments indicated.

Through the courtesy of Miss Greenacre I was enabled to discuss this proposal tentatively with the secretary of the Chicago Bar Association who is also very much interested in having us give this work through the downtown college. In case we go forward as proposed, we should prepare in time for our 1924-25 announcement a rather complete schedule of work. In the meantime I think we should give a little publicity to the fact that

a large number of courses are now available for students who desire to begin their prelaw training immediately.

I have already prepared copy for such announcements to be run in connection with our advertising in the daily press and a special announcement for the Chicago Law Bulletin which reaches some thousand law offices in Chicago. This should attract a limited number of students beginning with the Winter Quarter, and a little additional publicity should attract a relatively large number of students by the beginning of the Spring Quarter, 1924.

Personally I am very much interested in extending our service to this group of people and unless there is some reason for delay, we shall go forward immediately with the program indicated.

Very truly yours,

Emory Filley

Dean

EF/H

a large number of courses are now available for
students who desire to begin their program training
immediately.

I have already prepared copy for such an-
nouncements to be run in connection with our advertis-
ing in the daily press and a special announcement
for the Chicago law Bulletin which reaches some
thousand law offices in Chicago. This should at-
tract a limited number of students beginning with
the Winter Quarter, and little additional publicity
should attract a relatively large number of students
by the beginning of the Spring Quarter, 1934.

Personally I am very much interested in ex-
tending our service to this group of people and unless
there is some reason for delay, we shall go forward
immediately with the program indicated.

Very truly yours,

Ernest J. Kelly
Dean

~~The University of Chicago~~

~~The Law School~~

OFFICE OF THE DEAN

CHICAGO, March 7, 1924

President Burton,
Faculty Exchange.

Dear Mr. Burton:

For a number of years past Northwestern University has published a very creditable law journal --- The Illinois Law Review. More recently the University of Illinois has also published a law journal --- The Illinois Law Bulletin, which has been distributed free to a selected list of Illinois lawyers. The Northwestern publication just about pays expenses, while the University of Illinois bulletin has been substantially subsidized from state university funds. Nearly all of the better law schools in the United States publish separate law journals, a task which is almost always a heavy burden upon their faculties and students. It is felt, however, that these journals considerably stimulate publication by the law faculties concerned, and the doing of small pieces of legal investigation by a selected number of the better law students; though the recent very large increase in the number of these journals -- nearly all covering the same general fields -- has been deplored.

For a number of reasons the University of Chicago Law School has never published a law journal, despite its obvious advantages. During the early years of the School our Faculty was small and the work incidental to organizing the School, creating good traditions of work among the students, and mastering our curriculum, left no time for such an enterprise. Up to the time of the war, the number of our alumni was too small to support such a journal, and we did not feel like asking the University to add to its already heavy burden of permanently subsidizing journals. Moreover, we could not feel there was much public need of another law review of the ordinary sort, though it would no doubt be of some benefit to our Faculty and students. Since the war, a number of our alumni have been anxious that we start such a journal but publishing costs have been such that a heavy subsidy would have been necessary.

During the last two or three years the project of establishing a high-grade law journal supported by the three university law schools of Illinois has been discussed at considerable length by representatives of the law faculties concerned. The resources of three good faculties and of their combined student bodies could provide the legal material for such a journal much more readily than any one of us could do for a considerably inferior publication; and

the interest of our combined alumni bodies would in a short time give us adequate financial support for a very excellent legal periodical. Moreover, it seemed to set an excellent example of co-operation between educational institutions instead of the usual rather wasteful competition. We felt we could in this way publish a journal highly creditable to our three law schools; advantageous to our faculties and students, without being unduly burdensome; and of distinct benefit to the legal profession and helpful in the improvement of the law in the central part of the United States.

Representatives of the three schools have recently tentatively agreed upon a plan for this co-operation, a copy of which I enclose. Several minor changes will be made in this before its final adoption; but the project is now far enough advanced to be presented for approval in its general outlines to the governing bodies of the three universities. If the policy of such co-operation should be approved by our Board of Trustees, there are, I think, only two points in the proposed plan that need explaining. One is paragraph 9, providing:

"The three universities to contribute each an equal annual subsidy not to exceed \$1,000., to the expenses of the Review so long as its other revenues do not equal its expenses; but the contribution of each university to be as much as \$1,000., for the first year, in order to provide for securing the necessary expansion of circulation."

It is confidently expected that a contribution of \$1,000. from each university for the first year will enable us to secure a subscription list large enough to prevent any further annual deficits. Indeed, in view of the numbers of our combined alumni and of the strength that can be given to the journal by our combined faculties, it is practically certain that we shall soon regularly earn a reasonable surplus. It is planned that the journal shall not only have those general features of interest to lawyers and law libraries everywhere, but shall also have a considerable department devoted to Illinois law, so that we shall attract subscribers from both local and national fields. It need not be felt, therefore, that the new publication will require any subsidy from the University beyond \$1,000. for the first year, and perhaps a much smaller sum for a short time after this.

The second feature of the plan that should perhaps have a word of explanation is in paragraphs 16 and 17:

"Each faculty to retain the right to withdraw from the arrangement here proposed on May of any year upon giving to the other two faculties at least one full year's notice of its intention so to do."

"In case of withdrawal of Northwestern University from this agreement, the proposed arrangement to cease and determine, and the management, control and title of the Illinois Law Review to revert to Northwestern University Press, with right to resume publication of the Illinois Law Review. In such case the University of Illinois shall have the right to resume the publication of the Illinois Law Bulletin."

the interest of our combined alumni bodies would in a short time give us adequate financial support for a very excellent legal periodical. However, it seemed to set an excellent example of co-operation between educational institutions instead of the usual rather wasteful competition. We felt we could in this way publish a journal highly creditable to our three law schools; advantageous to our students and alumni; without doing any harm; and of which the benefit would be to the legal profession and helpful in the improvement of the law in the central part of the United States.

Representatives of the three schools have recently tentatively agreed upon a plan for this co-operation, a copy of which I have enclosed. Several minor changes will be made in the future. The plan provides that the journal shall be published by the University of Illinois, the University of Missouri, and the University of Arkansas. It is the policy of each of these universities to have the journal published by the University of Illinois. The plan also provides that the journal shall be published by the University of Illinois, the University of Missouri, and the University of Arkansas. The plan also provides that the journal shall be published by the University of Illinois, the University of Missouri, and the University of Arkansas.

The three universities to contribute each an equal amount, say \$1,000, to the expense of the law journal. The contribution of each university to be as much as \$1,000. For the first year, in order to provide for covering the necessary expense of circulation, it is tentatively expected that a contribution of \$1,000. The law journal for the first year will be published as follows: subscription list large enough to prevent any further annual deficit. Indeed, in view of the number of our combined alumni and of the strength that can be given to the journal by our combined faculties, it is practically certain that we shall soon regularly receive a large subscription. It is hoped that the journal shall not only have these general features of interest to lawyers and law libraries everywhere, but shall also have a considerable department devoted to Illinois law, so that we shall attract subscribers from both local and national fields. It need not be left to the future, that the new publication will receive my enthusiastic support, and I am sure that after this first year, and perhaps a much smaller number a short time after this.

The second feature of the plan that should perhaps have a word of explanation is in paragraph 10 and 11. "Each faculty to retain the right to withdraw from the arrangement here entered on July 1st any year upon giving to the other two faculties at least one full year's notice of its intention so to do." "In case of withdrawal of Northwestern University from this agreement, the proposed arrangement to cease and determine, and the management, control and title of the Illinois Law Review to revert to Northwestern University Press, with right to resume publication of the Illinois Law Review. In such case the University of Illinois shall have the right to resume the publication of the Illinois Law Review."

"Nothing in this agreement shall operate to prevent Northwestern University and any one of the parties to this agreement, from continuing publication of the Illinois Law Review, should the third withdraw. In the event of the withdrawal of any of the parties to this arrangement, the assets of the new corporation (Illinois Law Corporation) shall be equitably distributed among the three universities and the corporation shall be dissolved."

This gives any university the right to withdraw on a year's notice, but provides that Northwestern University shall have the right to control the future publication of the proposed Illinois Law Review in case of a dissolution of the arrangement. This of course gives to Northwestern University the legal right to withdraw at any time and practically to take the Review away from the other institutions, who are left only the right to start other publications with a copy of the old subscription list and a share in the assets already accumulated by the combined venture. Northwestern, however, contributes much the largest asset to our project --- the present Illinois Law Review, with its good will and current subscription list; and they could not be expected to put themselves in a position where by a possible combined withdrawal of the other two law schools the Review might be permanently taken from their control, as would be the case if its name and good will were to be sold to the highest bidder in the event of a dissolution. Either they must trust our good faith, or we must trust theirs; and, as they are putting in a reputable and successful journal as a going concern, it seems we may be fairly asked to do the trusting. If the new journal is as successful as we hope there is little likelihood of anyone's desiring a dissolution; and if it is not successful, a dissolution will not matter much. Once we are under way with it, the advantages of combined effort of this sort are so great that it is obviously in the interest of everyone to continue it if possible.

Should this proposal meet your approval, I am asking that you will present it to the Board of Trustees for their informal approval as a basis for our completing the final negotiations. If there is anything about it that requires further explanation, I shall be glad to give it in any form that you or the members of the Board may desire.

Very truly yours,

JPHall
Dean.

JPH:EHC

"Nothing in this agreement shall operate to prevent Northwestern University and any one of the parties to this agreement from continuing publication of the Illinois Law Review, should the thing withdraw. In the event of the withdrawal of any of the parties to this agreement, the assets of the law corporation (Illinois Law Corporation) shall be equally distributed among the three universities and the corporation shall be dissolved."

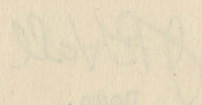
This gives any university the right to withdraw at any time, but provides that Northwestern University shall have the right to control the future publication of the proposed Illinois Law Review in case of a dissolution of the corporation. This of course gives Northwestern University the legal right to withdraw at any time and practically to take the law from the other universities who are left only the right to start other publications with a copy of the old subscription list and a share in the assets already accumulated by the combined venture.

Northwestern, however, contributed much the largest amount to our project -- the present Illinois Law Review, with its good will and current subscription list; and they could not be expected to put themselves in a position where by a possible combined withdrawal of the other two law schools the Review might be permanently taken from their control, as would be the case if the new law school were to be added to the list either in the event of a dissolution.

Our good faith, or we must trust theirs; and, as they are publishing a reputable and successful journal as a going concern, it seems we may be fairly asked to do the same. If the new journal is as successful as we hope there is little likelihood of anyone's desiring a dissolution; and if it is not successful, a dissolution will not matter much.

Once we are under way with it, the advantages of combined effort of this sort are so great that it is obviously in the interest of everyone to continue it if possible.

Should this proposal meet your approval, I am asking that you will present it to the Board of Trustees for their approval as a condition of completing the final negotiations. If there is any objection to this proposal further explained, I shall be glad to give it in any form that you or the members of the Board may desire.

Very truly yours,

John H. Burton

PROPOSAL FOR CO-OPERATIVE PUBLICATION OF THE
ILLINOIS LAW REVIEW.

1. The general editorial management to be in the hands of a board of six formed by the election of two from each faculty for a term of two years; the election to be made by the respective faculties. Faculty editors shall be listed in the same manner as student editors.
2. The editor-in-chief to be elected by the editorial board once in every three years. It shall not be an absolute rule that he be selected in rotation from each faculty, but at any such triennial election, upon the representative of any one school signifying their desire to that effect, the new editor shall be chosen from the faculty of one of the schools other than the outgoing editor.
3. The associate editors to consist of a maximum of nine students from each school; the selection to be made by each faculty pursuant to some common plan of the editors; their names to be arranged alphabetically, and not by schools, but the school to be indicated in each case.
4. The business manager to be elected annually by the board of faculty editors, the election to be ratified by Board of Directors hereinafter referred to. The first business manager to be the present manager of the Illinois Law Review until such time as may be agreed upon by further arrangement before consolidation.
5. The title to and property in the existing Illinois Law Review to remain in Northwestern University Press.
6. A new corporation (not for pecuniary profit) to be known as "Illinois Law Publishing Corporation", to be formed for the purpose of carrying out the plan herein proposed. The Board of Directors of said proposed new corporation to be the Board of Editors and two alumni from each school; the alumni to be chosen by the faculty of each school, and to serve for a period of two years.

The title and property of the new Law Review shall be in the Illinois Law Publishing Corporation.
7. From and after the date when the proposed arrangement takes effect, the business of the Illinois Law Review to be conducted by the new corporation. The latter shall be credited with the pro rata amount of the unexpired portion of current subscriptions already paid in and be entitled to the income arising from all future subscriptions during the continuance of the proposed arrangement; it shall be the owner of all property purchased or otherwise acquired by it in the course of its conduct of the journal in question. Back numbers and reprints already in existence at the date aforesaid, and the income or proceeds thereof, and, subject to what is said above, all subscription moneys then due shall remain the property of the Northwestern University Press.
8. The new corporation not to be chargeable with any debts contracted in the previous conduct of the Review nor the Northwestern University Press to be liable for any debts contracted by the new corporation.

9. The three universities to contribute each an equal annual subsidy not to exceed \$1,000., to the expenses of the Review so long as its other revenues do not equal its expenses; but the contribution of each university to be as much as \$1,000., for the first year, in order to provide for securing the necessary expansion of circulation.
10. An annual audit shall be made of the accounts of the new corporation.
11. The business office of the proposed new corporation and of the Review to remain that of Northwestern University Press.
12. The name of the Review to be "Illinois Law Review", and the general cover-design in form and color to remain substantially the same. It shall, however, cease to display the seal of Northwestern University, or else display in addition the seals of the other two universities.
13. The cover to bear the legend:

"Edited by the Law Schools of

University of Chicago Northwestern University University of Illinois"

and below to bear the imprint:

"Published by
Northwestern University Press
for the
Editing Schools

31 West Lake Street

Chicago, Illinois."

14. The existing Illinois Law Review and the Illinois Law Bulletin of the University of Illinois shall be consolidated.
15. The editorial page of the first issue of the Review under the proposed arrangement, to make public the fact of such consolidation, and the general facts as to the co-operation of the three universities in the publication of the Review.
- 15 a. The present arrangement if ratified, to go into effect with the publication of the issue for May 1924, without prejudice to the right of Illinois Law Bulletin to publish its June number.
16. Each faculty to retain the right to withdraw from the arrangement here proposed on May of any year upon giving to the other two faculties at least one full year's notice of its intention so to do.
17. In case of withdrawal of Northwestern University from this agreement, the proposed arrangement to cease and determine, and the management, control and title of the Illinois Law Review to revert to Northwestern University Press, with right to resume publication of the Illinois Law Review. In such case the University of Illinois shall have the right to resume publication of the Illinois Law Bulletin.

9. The three universities do not intend to contribute more than \$1,000 to the expenses of the review as long as the other universities do not equal the expense; but the contribution of each university to be as much as \$1,000 for the first year, in order to provide for securing the necessary expenses of circulation.

10. An annual audit shall be made of the accounts of the new corporation.

11. The business office of the proposed new corporation shall be located at the University of Chicago, Northwestern University Press.

12. The name of the review to be "Illinois Law Review", and the general character to be law and order to remain substantially the same. It shall, however, come to include the work of Northwestern University, or else thereby in addition the work of the other two universities.

13. The cover to bear the legend:

"Edited by the Law Schools of

University of Chicago Northwestern University University of Illinois"

and below to bear the legend:

"Published by
Northwestern University Press
for the
Editing Schools

31 West Lake Street Chicago, Illinois."

14. The existing Illinois Law Review and the Illinois Law Bulletin of the University of Illinois shall be discontinued.

15. The editorial part of the first issue of the Review under the proposed arrangement, to maintain the list of such publications, and the general facts as to the organization of the three universities, a copy of each of the Review.

16. The present arrangement of the Review, to go into effect with the publication of the Review for May 1934, without prejudice to the right of Illinois Law Bulletin to publish the same number.

17. Each faculty to retain the right to withdraw from the arrangement any paper on May of any year upon giving to the other two faculties at least one full year's notice of its intention so to do.

18. In case of withdrawal of Northwestern University from this agreement, the proposed arrangement to cease and determine, and the management, control and title of the Illinois Law Review to revert to Northwestern University Press, with right to resume publication of the Illinois Law Review. In such case the University of Illinois shall have the right to resume publication of the Illinois Law Bulletin.

Nothing in this agreement shall operate to prevent Northwestern University and any one of the parties to this agreement, from continuing publication of the Illinois Law Review should the third withdraw. In the event of the withdrawal of any of the parties to this arrangement, the assets of the new corporation (Illinois Law ^{Publication} Corporation) shall be equitably distributed among the three universities and the corporation shall be dissolved.

18. No publication of a law journal similar to the Review to be undertaken by any other of the faculties concerned unless and until its withdrawal in the manner indicated.

19. The agreement which may be made, upon the above or other terms to be ratified by vote of the respective faculties, and by any other authority which any faculty may, for itself, deem necessary.

Nothing in this agreement shall operate to prevent Northwestern University and any one of the parties to this agreement from continuing publication of the Illinois Law Review should the third withdrawal. In the event of the withdrawal of any of the parties to this agreement, the assets of the new corporation (Illinois Law Corporation) shall be equitably distributed among the three corporations and the corporation shall be dissolved.

18. No publication of a law journal similar to the Review to be undertaken by any other of the facilities concerned unless and until its withdrawal in the manner indicated.

19. The agreement which may be made under the above or other laws to be revised by vote of the respective faculties, and by any other authority which may legally may, for itself, deem necessary.

The University of Chicago
The Law School

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CHICAGO February 21, 1925.

MEMORANDUM FOR PRESIDENT BURTON.

(Confirming our recent conversation) For a good many years the Law School has offered an amount of work that, without double-sectioning classes, would (on the basis of eight hours of class work for each teacher) require the full time of eight men. For a lesser number of years it has been necessary to double-section the first-year work, and this has been done by most members of the Faculty carrying extra work (at fourth-quarter rates of compensation) with some outside help. Lately Professor Freund has not carried full work, and from now on will probably not do more than one-half work again. Also, Professor Mechem is not likely again to do over two-thirds work, if as much as this. This has left a very heavy burden for the remainder of the Faculty, supplemented in a less satisfactory way by outside assistance. An earnest desire not to increase the recent financial embarrassments of the University has induced a temporary acquiescence in this condition, but, now that the more pressing immediate needs are likely to be met by the present campaign for funds, we feel that we may properly ask for some relief here. We desire, therefore, to add another experienced teacher for the year 1925-6 at a salary of not less than \$8,000. We already have as large proportion of rather young men as we should, in view of the exacting character of professional instruction, and the partial withdrawal of Professors Freund and Mechem leaves a gap that cannot be satisfactorily filled save by a man of experience and reputation.

The actual extra cost of such an appointment would not be great. The saving on Mr. Mechem's full salary by the present part time arrangement will be about \$3,700.; and the new man would also relieve Professor Hinton and Professor Bigelow of

CHICAGO, February 21, 1935.

MEMORANDUM FOR PRESIDENT BURTON

(Continuing our recent conversation) For a good many years the Law

School has offered an amount of work that, without double-session classes, would (on the basis of eight hours of class work for each teacher) require the full time of

eight men. For a lesser number of years it has been necessary to double-session

the first-year work, and this has been done by most members of the Faculty carrying

extra work (at fourth-quarter rates of compensation) with some outside help. Last

year Professor Freund was not carried full work, and from now on will probably not

do more than one-half work again. Also, Professor Nathan is not likely again to do

over two-thirds work, as much as this. This has left a very heavy burden for the

remainder of the Faculty, supplemented in a less satisfactory way by outside assist-

ance. In earnest desire not to increase the recent financial embarrassments of the

University has induced a temporary acquiescence in this condition, but, now that the

more pressing immediate needs are likely to be met by the present campaign for funds,

we feel that we may properly ask for some relief here. We desire, therefore, to add

another experienced teacher for the year 1935-6 at a salary of not less than \$8,000.

We already have a large proportion of rather young men as we should, in view of the

existing character of professional instruction, and the partial withdrawal of Profes-

sors Freund and Nathan leaves a gap that cannot be satisfactorily filled save by a

man of experience and reputation.

The actual extra cost of such an appointment would not be great. The

saving on Mr. Nathan's full salary by the present part-time arrangement will be about

\$5,700; and the new man would also relieve Professor Hinton and Professor Bigelow of

extra work for which they would otherwise be paid about \$2800., making a total saving of \$6,500. toward the new salary. As was related in our conversation, Professors Hinton and Bigelow have been invited to Yale and Columbia at salaries equal to those paid them here, with an assurance of but five hours a week of teaching and of special assistance in graduate research work of a sort for which we have yet been able to make no provision. If we are to keep our place among the leading law schools of the country, we must very soon make a general reduction of our teaching burden to an average of six or six and a half hours a week, in order that a teacher may not have to carry more subjects than he can adequately keep abreast of; and we must make systematic provision for graduate research work in law that will enable us to do our part in the work in which the American Law Institute has taken the lead. Later I shall present a memorandum containing a plan for this to begin in 1926-7, but the present request is merely for an extra man for next year so that we may again have substantially the equivalent of the full time of eight men, which we do not now have.

Very truly yours,

J P Hall

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March 8, 1925.

My dear Mr. Hall:

Replying to your letter of February 21, I beg leave to say that I shall be glad to have you proceed in the effort to secure an additional professor in the law school along the lines of your suggestion.

May I add to this the suggestion that in selecting a man for this position we try to avoid creating a situation that would lead to a retaliatory call to some of our men from some other institution. Of course, we want first-rate men and none other, but if we can get them in a way that will avoid putting us in the position of having to fight to hold the men that we have, that would be altogether to the good.

I had an interview with Mr. Woodward yesterday, and am using every effort that I can to induce him to decline the call that he has received. I am sure you will wish to cooperate with me in this by assuring him, as I have, that the University will

March 8, 1925.

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expect to do everything in its power to keep its law
school in the front rank of such schools in the country.

. Very truly yours,

Dean James Parker Hall,
Law School,
University of Chicago.

EDB:WD.

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school in the front rank of such schools in the country.
Very truly yours,

Dean James Parker Hall,
Law School,
University of Chicago.

EDB:WD.

Office of the President

Referred to

M. J. P. Hae

5-9

1925

Please

1. Dispose of as you think best.
2. Answer and retain in your files.
3. Answer and return with carbon of reply for our files.
4. Return with answer on President's stationery for him to sign.
5. Return
 - a) With information called for in writing.
 - b) With suggestion of answer in writing.
 - c) Comment in writing.
6. Return and arrange for personal interview.
7. Follow through—and report.
8. Initial and return (sent for information only).
9. Accept_____Decline.
10. Send to _____ with covering letter.
11. File under_____
12. Make _____ copies.
Send to _____
13. Remarks.

W. E. Scott



SOUTH SIDE BUS TO DOOR, ONE
BLOCK TO ELEVATED & SURFACE LINES

EUROPEAN
HOTEL SAVOY
300 ROOMS

RESIDENTIAL AND TRANSIENT
MICHIGAN AVE. AND 30TH STREET

CHICAGO

May 8, '25.

President Ernest Re Witt Burton,
The University of Chicago,
Chicago.

Sir:

This act has been prompted
by a feeling on the part of the
writer, a citizen and a student
of the University, that an act
has been perpetrated by a
member of the student body
which reflects very unfavorably
upon the University.

About a year ago Mr. Eli
Herman, a student in the Law
school, approached my father,
who is the proprietor of the

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CHICAGO

LOOK TO ELEVATED & BUREAU LINES
SOUTH SIDE BUS TO DOOR, ONE

May 2, 1911

To Resident Clerk of the University of Chicago,
Chicago.

Sir:

This card has been forwarded
by a friend on the part of the
university, a citizen and a student
of the University, that an act
has been perpetrated by a
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which reflects very unfavorably
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SOUTH SIDE BUS TO DOOR, ONE
BLOCK TO ELEVATED & SURFACE LINES

EUROPEAN
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RESIDENTIAL AND TRANSIENT
MICHIGAN AVE. AND 30TH STREET

CHICAGO

Hotel Savoy (3000 Michigan Ave.),
with a plan whereby he would
reduce his taxes on the property
for a stipulated sum. My
father refused outright but in
his absence, shortly afterwards,
Mr. Herman succeeded in
persuading my brother to sign
an ostensibly so-called "contract."

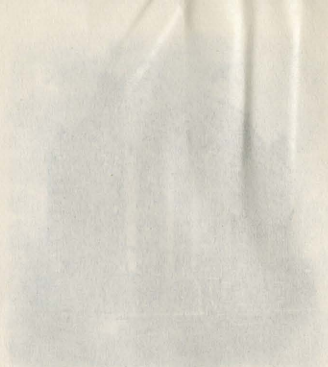
With this document, which
my brother was in no way
authorized to sign, in his
possession, he proceeded, in
collusion with an unscrup-
ulous attorney, to carry out
his design. He insisted on

EUROPEAN HOTEL SAVOY 300 ROOMS

RESIDENTIAL AND TRANSIENT
MICHIGAN AVE. AND 30TH STREET

CHICAGO

BLOCK TO ELEVATED & SURFACE LINES
SOUTH SIDE BUS TO DOOR ONE



Hotel Savoy (300 Michigan Ave.)
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SOUTH SIDE BUS TO DOOR, ONE
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MICHIGAN AVE. AND 30TH STREET

CHICAGO

meeting my father at the office of his accomplice and there he declared that he had succeeded in reducing the taxes and demanded a fee for his "services."

My father was incensed at this display of baseness and reiterated his former assertion of refusing to enter into any such schemes, and departed. That very day Mr. Hetman appeared at the hotel and threatened my father unless an immediate payment was

EUROPEAN HOTEL SAVOY 300 ROOMS

RESIDENTIAL AND TRANSIENT
MICHIGAN AVE AND 30TH STREET

CHICAGO

BACK TO ELEVATED & SURFACE LINES
SOUTH SIDE BUS TO DOOR ONE



meeting my father at the
office of his accounting and
there he declared that he
had succeeded in reducing
the taxes and demanded a
fee for his "services".

My father was informed
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reiterated his former assertion
of refusing to enter into any
such relations, and departed.
That very day Mr. Johnson
appeared at the hotel and
threatened my father unless
an immediate payment was



SOUTH SIDE BUS TO DOOR, ONE
BLOCK TO ELEVATED & SURFACE LINES

EUROPEAN
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CHICAGO

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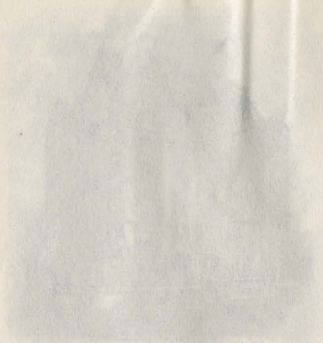
My father at that time
considered the advisability of
prosecuting Mr. Herman for
blackmail, but his better
judgment told him that it
was most likely an act of
youthful folly and thus ex-
cusable. The incident seemed
to have ^{been} closed.

This afternoon a summons
was served on my father to
appear in Court as a defendant
in a suit. The plaintiff is the

EUROPEAN HOTEL SAVOY 300 ROOMS

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CHICAGO



SOUTH SIDE BUS TO DOOR ONE
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EUROPEAN
HOTEL SAVOY
 300 ROOMS

RESIDENTIAL AND TRANSIENT
 MICHIGAN AVE. AND 30TH STREET

CHICAGO

SOUTH SIDE BUS TO DOOR, ONE
 BLOCK TO ELEVATED & SURFACE LINES

attorney whom I mentioned
 above and the suit was in-
 stigated by Mr. Herman. They
 apparently still possess the
 audacity to insist upon
 payment for this dastardly
 act.

Sir, most likely I would
 never have written this
 letter were not both Mr.
 Herman and myself students
 of the University. But I feel
 that the traditions of our
 great institution should not
 be besmirched by the brazen
 conduct of one who has

HOTEL SAVOY

300 ROOMS
 RESIDENTIAL AND TRANSIENT
 MICHIGAN AVE. AND 30TH STREET

CHICAGO

SOUTH SIDE BUS TO DOOR ONE
 BLOCK TO ELEVATED & SURFACE LINES

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 above and the suit was in-
 stigated by Mr. [Name]. They
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 authority to [Name] upon
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Sir, most likely I would
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 be [Name] by the [Name]
 conduct of our [Name]



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CHICAGO

partaken of its opportunities.
 It is not a filial motive
 alone that prompts this
 note but a desire to see
 justice done. This affair
 ought not to be overlooked.
 A student guilty of blackmail
 is not worthy of receiving
 a degree from a university.

Mr. Herman, I understand,
 is to be graduated in June.
 I feel that one who is capable
 of committing such an act
 would make a most un-
 worthy prospective member



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MICHIGAN AVE. AND 30TH STREET

CHICAGO

of the bar. And I possess too
much respect for you, Sir,
and for my Alma Mater to
see him receive his degree
from your hands.

Very truly yours,
Arthur Cassman, '26.

3000 Michigan Ave.

EUROPEAN
HOTEL SAVOY
300 ROOMS

RESIDENTIAL AND TRANSIENT
MICHIGAN AVE. AND 30th STREET

CHICAGO

BLACK TO ELEVATED & SURFACE LINES
SOUTH SIDE BUS TO DOOR ONE

After this and I have seen too
much respect for you, Sir,
and for my Alma Mater to
see him receive his degree
from your hands.

Very truly yours,
Arthur Conan Doyle.

300 Michigan Ave.

The University of Chicago

The Law School

OFFICE OF THE DEAN

CHICAGO, May 15, 1925.

Mr. W. E. Scott,
Secretary to the President,
Faculty Exchange.

Dear Mr. Scott:

Referring to the enclosed letter from Mr. Arthur Cassman, 3000 Michigan Avenue, concerning the connection of Mr. Eli Herman, a law student, with the case in which Mr. Cassman's father is interested, Mr. Herman makes the following statement: Mr. Cassman Sr. and his son (Arthur Cassman's brother) are officers of a corporation interested in certain property subject to city taxation. The contract in question was signed by Mr. Cassman Sr.'s son in his presence and with his approval, both of them acting on behalf of the corporation. After a reduction of taxes had been secured, in accordance with the contract, Mr. Cassman Sr. refused to pay for the services rendered, alleging that he could have secured a reduction by his own efforts, without such services, had he known just what to do. There being an existing dispute over the contract suit has been brought upon it and it is now in the courts for settlement.

From Mr. Herman's statement I should not say that he had been guilty of any improper conduct, and, in the absence of a decision of the court to the effect that he had, I do not think that we should be justified in accepting the statement of Mr. Arthur Cassman as against Mr. Herman's statement and the undenied fact that the contract was actually signed by Arthur Cassman's brother for his father. If done in the father's presence, as Mr. Herman states to be the fact, the son's authority could not well be denied; and, if not so signed, his authority would be a question to be determined by the court.

Very truly yours,

JRHall
Dean.

JPH:EHC

The University of Chicago

The Law School

OFFICE OF THE DEAN

CHICAGO, May 15, 1935.

Mr. W. E. Scott,
Secretary to the President,
Security Exchange.

Dear Mr. Scott:

Referring to the enclosed letter from Mr. Arthur Cassman,
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a law student, with the case in which Mr. Cassman's father is
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Sr. and his son (Arthur Cassman's brother) are officers of a
corporation interested in certain property subject to city taxation.
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the court.

Very truly yours,

Robert
Dean.

JPM:ENC

The University of Chicago

The Law School

OFFICE OF THE DEAN

CHICAGO, May 17, 1924.

President Burton,
Faculty Exchange.

Dear Mr. Burton:

Regarding the recently adopted name for our graduate law degree, permit me to make the following statement for your use as may be desired. In 1916-17 the Law Faculty voted that a graduate Doctor's degree in law be established under the following conditions:

" 1. College graduates, who are also graduates of a law school whose professional standards are equivalent to those required for membership in the Association of American Law Schools, and who give promise of ability to make a creditable contribution to legal scholarship, will, upon application, in the discretion of the Law Faculty, be admitted as candidates for a graduate Doctor's degree, whose designation will be announced later."

" 2. The degree to be conferred upon candidates therefor upon fulfillment of the following requirements:

- a. At least three quarters of residence at this School.
- b. The investigation, under the direction of the Faculty, of an approved subject, and the submission of a printed dissertation thereon, which, in the judgment of the Faculty, constitutes a creditable contribution to legal scholarship.
- c. The satisfactory completion of such other studies as the Faculty may in each case prescribe."

The establishment of this degree was approved by the University Senate at a meeting held in March 1917.

The designation for this degree was left undecided, because at this time there was no unanimity of opinion among the better law schools regarding the best nomenclature for professional law degrees in general; and it was thought desirable to leave this open until the matter could be fully canvassed. During the war and for a period thereafter the disturbed condition of education generally, in which professional legal education shared, retarded the formulation of opinion upon this matter; but, during the last two years, it has been discussed at the yearly meetings of the Association of American Law Schools, and the consensus of opinion among schools likely to grant

such a degree is strongly in favor of calling it Juris Scientiae Doctor (J. S. D.). In view of the fact that next year we shall have several members of other American law school faculties working toward our graduate degree, immediate determination of its name was desirable, and therefore, during the Winter Quarter, our Faculty voted to give this name to our degree, ~~and~~ this action being reported to the University Recorder in March. At the same time, it was voted that, of the three quarters of required residence, but one might be a summer quarter, owing to the absence of a large part of our Faculty during the summer. The name of the degree, with the revised regulations, we desire to print in our Announcement, now in press; but I did not learn until last Thursday from Mr. Payne's office that the degree had never been authorized by the Board of Trustees. Doubtless I should have specifically asked that such action be taken, but the establishment of a new law degree being a novelty in my experience, I did not follow the matter up as I now understand would have been desirable.

We are therefore asking that approval of our action may be obtained from a committee of the Board on Monday, if possible, in order that our Announcement (already much delayed) may come from the Press in time to be distributed to seniors in colleges throughout the Middle West before they are absorbed in their Spring examinations.

I may add to what is said above that the form of this degree was submitted to Dean Laing of the Graduate School, and was approved by him as good Latin (so used by Cicero) and an appropriate title for our degree. The requirements for our degree are the most exacting now in force for a graduate law degree in any American university; and we have little doubt that it will be regularly sought by law teachers in some numbers from now on. The Harvard graduate degree (S. J. D.), for instance, is conferred for the passing with a high grade of examinations in courses aggregating ten hours of lecture work for a year, only four hours of which are required to be graduate courses, and no research or thesis is required, though such work is sometimes voluntarily done.

I understand that you may be able to obtain this approval early Monday afternoon, and, if so, I should be glad if you could have someone telephone the fact to Miss Miller in the Recorder's office, in order that the forms may be immediately locked into the press, and the printing begun that afternoon.

Very sincerely yours,

JPHall
Dean.

LE 2

The University of Chicago

The Law School

OFFICE OF THE DEAN

CHICAGO, May 21, 1924.

President Burton,

Faculty Exchange.

Dear Mr. Burton:

I enclose herewith an application for leave of absence for 1924-25, made by Professor Harry A. Bigelow. I approve the application, and the necessary arrangements have nearly been completed for carrying Professor Bigelow's work in his absence.

Very sincerely yours,

JRHall
Dean.

JPH:EHC

The University of Chicago

The Law School

CHICAGO, May 21, 1934.

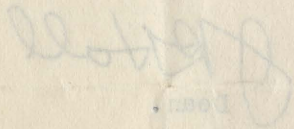
President Huron,

Faculty Exchange.

Dear Mr. Huron:

I enclose herewith an application for leave of absence for 1934-35, made by Professor Harry A. Bickel. I approve the application, and the necessary arrangements have nearly been completed for carrying Professor Bickel's work in his absence.

Very sincerely yours,


Bickel

1934:212

Le

The University of Chicago
The Law School

HARRY A. BIGELOW
PROFESSOR OF LAW

May 19th 1924

To the President and
Board of Trustees of the
University of Chicago:-

I hereby make application for a leave of absence on my accumulated vacation credits for a period of eight and one half months beginning October first 1924.

Respectfully submitted

Harry A Bigelow.

The University of Chicago
The Law School

HARRY A. BIGELOW
PROFESSOR OF LAW

May 19th 1924

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Respectfully submitted

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