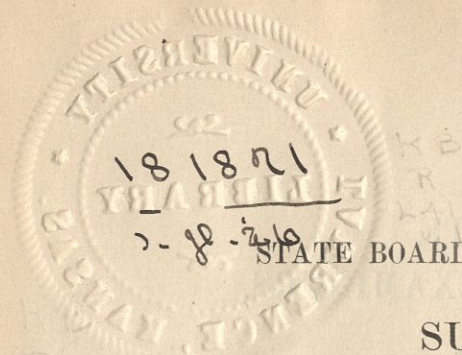




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1903/04

STATE BOARD OF LAW EXAMINERS.

SUMMARY OF THE FIRST YEAR'S WORK, 1903-'04.

The legislature of 1903 enacted the law regulating admission to practice law. (Chapter 64, Session Laws of 1903.)

The act was approved March 4, 1903, and, by order of the Supreme Court, became effective July 1, 1903.

The Supreme Court appointed the first State Board of Law Examiners for one year, as follows:

J. D. McFarland, Topeka; L. H. Perkins, Lawrence; G. H. Buckman, Winfield; C. F. Hutchings, Kansas City; R. F. Thompson, Minneapolis.

The original rules were adopted July 7, 1903.

Three examinations were held under this appointment: October, 1903; February, 1904; and June, 1904. There were examined and admitted: In October, 1903, seven applicants; in February, 1904, seventeen applicants; in June, 1904, thirty-five applicants. Total examined and admitted the first year, fifty-nine.

Seventy-five petitions for examination were filed and the following pages show the dates, names, and addresses, and the disposition made of them.

L. H. PERKINS, *Secretary*.

1857
2-19-06

APPLICATIONS FOR ADMISSION TO THE BAR OF THE STATE OF KANSAS.

No.	Name.	Residence.	Date of Admission.
1	Frank G. Walling	Wichita	Oct. 12, 1903.
2	William Franklin Jackson ..	Fort Scott.....	Oct. 12, 1903.
3	Edgar C. Warfel	Mound City	Oct. 12, 1903.
4	James Webster Finley	Chanute.....	Oct. 12, 1903.
5	Samuel Yaggy	Des Moines, Iowa,	Oct. 12, 1903.
6	Wm. A. Scofield	Norton	Oct. 12, 1903.
7	Charles A. Kinkel	Iola	Oct. 12, 1903.
8	F. C. Hart	Caney	Feb. 18, 1904.
9	John Bruce Wood	Concordia	Feb. 18, 1904.
10	Ellis Fink	Winfield.....	Feb. 18, 1904.
11	C. Ward Wright	Arkansas City...	Feb. 18, 1904.
12	Albert L. Orr	Elk City.....	Feb. 18, 1904.
13	Carroll Dawes Smith	Blue Rapids.....	Feb. 18, 1904.
14	La Vergne Orton	Iola	Feb. 18, 1904.
15	George W. Dashiell	Beloit	Feb. 18, 1904.
16	John Frank Blair	Topeka.....	
17	Robert Wallace Kellough ..	Humboldt.....	Feb. 18, 1904.
18	Elza J. Lambert	Humboldt.....	Feb. 18, 1904.
19	Thomas F. Morrison	Chanute.....	Feb. 18, 1904.
20	B. H. Grigsby	Chanute.....	Feb. 18, 1904.
21	Charles L. Purves	Caldwell	Feb. 18, 1904.
22	Charles T. Meuser.....	Paola.....	
23	David E. McCullom	Osage City	Feb. 18, 1904.
24	B. E. Shawhan	Chanute.....	Feb. 18, 1904.
25	L. M. Simpson	McPherson.....	Feb. 18, 1904.
26	Charles R. Barrow	Cherryvale ..	Feb. 18, 1904.
27	Julia C. Lind	Yates Center.	
28	Algie Freeman Sims	Lawrence.....	June 23, 1904.
29	David Eustace Henderson ..	Lawrence.....	June 23, 1904.
30	Frank Burton Dodds	Lawrence.....	June 23, 1904.
31	Charles T. Meuser.....	Paola.....	
32	Lynn W. Culp	Lawrence.....	
33	George Meisinger	Protection.	
34	Walter Warren Filkin	Rosedale	June 23, 1904.
35	William Rufus Seaver	Ellsworth	June 23, 1904.
36	Clarence Mansfield Mills....	Lawrence.....	June 23, 1904.
37	Edgar Ray Adams.....	Kansas City, Kan.	June 23, 1904.
38	George Henry Stuessi	Kansas City, Kan.	June 23, 1904.
39	Frank McCraig Gold	Baker	June 23, 1904.
40	John Lloyd Kirkpatrick	Lawrence.....	June 23, 1904.
41	Harleigh Earle Benson	Lawrence.....	June 23, 1904.
42	Lewis L. Johnson	Lindsborg.	
43	Michael Joseph Gernon	Lawrence.....	June 23, 1904.
44	Edgar Wells	Lawrence.....	June 23, 1904.
45	Richard William Evans	Dodge City.....	June 23, 1904.
46	Freeman Lenore Martin.....	Lawrence.....	June 23, 1904.
47	Thomas Belmont Losey	Lawrence.....	June 23, 1904.

APPLICATIONS FOR ADMISSION—CONCLUDED.

No.	Name.	Residence.	Date of Admission.
48	William Alfred Killey.....	Lawrence.....	June 23, 1904.
49	Herman Long.....	Wakeeny.....	June 23, 1904.
50	Thomas James Hanlon.....	Lawrence.....	June 23, 1904.
51	Sidney Smythe Linscott.....	Holton.....	June 23, 1904.
52	Harry Blair March.....	Galena.....	June 23, 1904.
53	Charles Vincent Jones.....	Lawrence.....	June 23, 1904.
54	Herman Henry Kube.....	Lawrence.	
55	John Castello, jr.....	Lawrence.	
56	Edward Russell Moses.....	Great Bend.....	June 23, 1904.
57	Carl Edwin Anderson.....	Burdick.....	June 23, 1904.
58	Harve C. Plumb.....	Arkansas City.	
59	John Austin Hall.....	Trading Post....	June 23, 1904.
60	John William Wilson.....	Selden.	
61	Edward Ray Sloan.....	Selden.	
62	Fred H. Hinnen.....	Holton.	
63	John Alvin Bacon.....	Holton.	
64	Elbert M. Maxwell.....	Holton.	
65	John Edward Fleming McGee,	Independence....	June 22, 1904.
66	John Joseph Shea.....	Independence....	June 22, 1904.
67	Carl Ross Lane.....	Chanute.	
68	John C. Horn.....	Garden City.....	June 22, 1904.
69	Henry H. Montgomery.....	Sedan.....	June 22, 1904.
70	William Frank Yost.....	Independence....	June 23, 1904.
71	David H. S. Davis.....	Independence....	June 22, 1904.
72	Ernest G. Spealman.....	Stockton.....	June 23, 1904.
73	Frank L. Slaughter.....	Kinsley.....	June 22, 1904.
74	Thomas Ball, jr.....	Wichita.....	June 23, 1904.
75	William Kinsley Williams....	Independence....	June 23, 1904.

No. 16. Petition withdrawn February 17, 1904.
 No. 22. Pending February 17, 1904.
 No. 27. Petition withdrawn April 9, 1904.
 No. 31. Pending May 5, 1904.
 No. 32. Pending May 6, 1904.
 No. 33. Petition withdrawn May 11, 1904.
 No. 42. Petition withdrawn June 24, 1904.
 No. 54. Petition withdrawn June 23, 1904.
 No. 55. Petition withdrawn June 7, 1904.
 No. 58. Petition withdrawn June 20, 1904.
 No. 60. Petition withdrawn June 13, 1904.
 No. 61. Petition withdrawn June 14, 1904.
 No. 62. Petition withdrawn June 21, 1904.
 No. 63. Petition withdrawn June 16, 1904.
 No. 64. Petition withdrawn June 14, 1904.
 No. 67. Petition withdrawn June 4, 1904.

I.

KANSAS STATE BAR EXAMINATIONS.

TOPEKA, OCTOBER 13, 1903.

SESSION I.

TUESDAY MORNING, from 9 to 12 o'clock.

Follow instructions in the Bulletin of Information to Applicants.

1. What are the natural rights of persons? Name or describe them.

2. A, under a misapprehension as to the boundary lines of his farm, planted a crop on the unoccupied farm of B without the latter's knowledge or consent. Before the crop matured, B discovered the mistake, and took possession of the growing crop. A sued B for conversion of the crop. In whose favor should the decision be given?

3. What is the chief distinction between libel and slander?

4. A, the owner of a famous race-horse kept in New York, met B at the Midland Hotel in Kansas City and after some negotiations sold and executed to B a bill of sale for the horse. B paid \$1000 in cash and gave his promissory note for \$1000 as the

purchase price. About fifteen minutes before A and B met at the Midland Hotel the horse was killed in a collision in New York, which fact was unknown to both A and B at the time of the payment of the purchase price and delivery of the bill of sale. B refused to pay the note and A sues him thereon. B, by way of counterclaim, demands judgment for the recovery of the \$1000 paid in cash. What should be the judgment?

5. A, a naturalized citizen of the United States, owning real estate in Kansas, died intestate leaving his son B, a citizen of Germany, residing in Berlin, as his only heir. Shortly after A's decease, B died intestate leaving his son C, a naturalized citizen of the United States, as his only heir. What right, if any, under the common law, had C to the land.

6. A, for the purpose of disgracing B, falsely and maliciously wrote and published that B's deceased father was a thief and had been hanged for stealing horses. Did this constitute libel?

7. How many kinds of property are there which are the subject of individual ownership?

8. A, for the consideration of \$5000 paid him, sold his farm to B and executed and delivered to the latter a deed expressing the said consideration and containing covenants of seizin and for quiet enjoyment. B took and held possession of the farm for three years when he was evicted by the holder of a paramount title. In the meantime the land greatly increased in value so that its market value at the time of B's eviction was \$10,000. B

brought an action against A for breach of the covenants in said deed. What is his measure of damages?

9. Define the terms corporeal and incorporeal property and give an example of each.

10. A loaned his horse to B to drive to Argentine, three miles away, and back. B, without A's knowledge or consent, drove to Leavenworth, eighteen miles away, and in returning, the horse, without B's fault, was run over by a locomotive at a railroad crossing and killed. Is B liable to A for the value of the horse? Give reasons for your conclusion.

11. In order to reach a large city, a railroad company desires to extend its partially constructed road across a tract of land consisting of twenty-five acres, owned by a speculator, and to establish a station thereon. There is no other route by which the company can reach the city without crossing the land. The speculator refuses to sell a right of way across his land at any reasonable price. The present market value of the land is \$1000 per acre. The construction of the railroad and station upon it will increase its value to \$3000 per acre. Can the railroad company acquire a right of way across the land? If so, how, and what will it cost? Can the railroad company avail itself in any way of the fact that the construction of its line will benefit the speculator's property?

12. Define the terms a good consideration; a valuable consideration. Of which kind is mar-

riage? Is a mere moral consideration sufficient to sustain a promise?

13. A, who was of the age of sixteen years, bought a horse for the sum of \$150 and gave his promissory note therefor, but before the note became due the horse died from ill usage, and being sued upon the note, A pleaded infancy and defeated the action. After he arrived at majority A promised the holder of the note that he would pay it at the expiration of one year. Was there sufficient consideration to sustain the promise?

14. A, a merchant in Topeka, wrote to B, a merchant in Kansas City, offering to sell the latter one thousand barrels of apples at \$1.25 per barrel to be delivered in cars at Topeka. B, upon receipt of A's letter, wrote and addressed a letter to A accepting the offer, and mailed it at the post-office in Kansas City, but he immediately afterwards received a telegraphic message from A withdrawing the offer and refusing to deliver the apples. What remedy, if any, has B against A?

15. A agreed to sell and deliver to B twenty-five tons of hay at \$9 per ton, but in reducing the agreement to writing the word dollars was inadvertently omitted. Several days after signing the contract, B noticed the omission and inserted the word dollars. Afterwards a stranger seeing the contract lying on B's desk mischievously changed the figures twenty-five tons to two hundred and fifty tons. The price of hay having advanced, A refused to furnish it at the contract price. B sued

him for breach of the contract alleging in his petition the facts to be as above stated. A demurred to the petition on the ground that by reason of the alterations, the contract was wholly invalidated. What should be the decision on the demurrer?

16. A sold his farm to B who paid the purchase-price \$5000, received his deed and took actual and exclusive possession of the farm but did not record his deed. A then again sold the farm to C, who paid the purchase price \$6000, received his deed and recorded it. C had no knowledge of B's purchase or possession but relied upon his examination of the record which showed that A had a good title. B refusing to surrender possession of the farm to C, the latter brought an action of ejectment against B to recover it. In whose favor should judgment be rendered and why?

17. A executed a power of attorney to B authorizing the latter to sell and convey certain real estate of which A was the owner. Before any sale had been made under the power of attorney, A died, but B having no knowledge of A's death, thereafter sold and delivered possession of the land to C, and executed in A's name a deed purporting to convey the land to C. C paid the full value of the land and had no knowledge of A's death. The heirs of A brought an action of ejectment to recover the land. Upon these facts what should be the decision of the court? Give reasons for your conclusion.

18. By what general term are actions in tort designated and distinguished from actions on contract?

19. Are infants and lunatics liable in damages for their torts? If not, why not?

20. A minor, without the knowledge or consent of his father, went into a neighbor's woodland to hunt squirrels and while so engaged carelessly shot and wounded the neighbor's horse. An action was brought by the owner of the horse against the father to recover for such injury. The petition alleged the facts to be as above stated. A general demurrer was interposed in behalf of the father; his attorney contending that a parent is not liable for such unauthorized acts of the infant son. What should be the decision on the demurrer?

II.

KANSAS STATE BAR EXAMINATIONS.

TOPEKA, October 13, 1903.

SESSION II.

TUESDAY AFTERNOON, from 2 to 5 o'clock.

1. What constitutes murder in the first degree in Kansas?

2. Smith and Jones agree to commit a robbery. Smith, pretending friendship, decoys Clark to a lonely place where Jones attacks him. Smith runs away and takes no further part in the affray. Clark attempts to defend himself and is killed and robbed by Jones.

What offense, if any, is Smith guilty of?

3. (a) Define an action. (b) How many kinds of actions are there? (c) What is a criminal action?

4. (a) In whose name must every action be prosecuted? (b) Who may be joined as plaintiffs? (c) Who may be made defendants? (d) If the consent of one who should be joined as a plaintiff cannot be obtained, what would you do?

5. (a) What are pleadings? (b) What pleadings are allowed under the code?

6. Write an ordinary promissory note and assuming default, draw a petition to sue upon it in the District Court of Shawnee County, Kansas.

7. A and B, partners, were authorized by C to sell goods to D on C's credit. For one year the firm sold goods to D on such authority and C paid the bills.

At the expiration of that time C notified A, one of the partners, that he would no longer be responsible for goods sold to D.

B, without any knowledge that C had so notified his partner, continued to sell goods to D, and charge the same to C.

C refused to pay the bill.

Can the firm recover?

8. Define, (a) partnership, (b) joint-stock company (c) corporation.

9. A transferred his stock in an insolvent bank to B without consideration and solely to escape his statutory liability. The transfer is duly registered on the books of the bank. B has no means.

What is the effect of such transfer, (a) on the title to the stock; (b) on the right to vote the stock; (c) on the statutory liability on the stock? (d) Who are liable to the creditors of the bank?

10. A is the manager and also a director and large stockholder in a manufacturing corporation. He is the moving spirit on whom all the others rely for information about the condition of the business.

B is one of five directors, holding a large inter-

est in the concern but taking no part except to attend directors' meetings, and hear reports of the manager, which are usually full of promise. B never looks at the books and has no direct connection with any specific transaction of the company.

The company is in fact going rapidly from bad to worse, is hopelessly insolvent and on the brink of ruin. Notwithstanding this condition, A puts forth a glowing circular, presenting a wholly false view, and C, believing these statements, buys stock to the amount of \$5000. B had no hand in preparing the false circular or in circulating it, and never had any interview with C, and does not even know C.

The company soon fails, hopelessly insolvent, resulting in a total loss of C's investment.

C sues B for damages.

Can he recover? State why he can or cannot.

11. A, B and C are stockholders in a corporation, each holding stock to the amount of \$1000. They are all wealthy men, and the promoters of the corporation wanted them chiefly for the use of their names. Therefore the corporation issued full-paid stock certificates to each of them on the payment of ten per cent., or \$100 each.

A and B retained their stock but C sold his, while the company was apparently solvent and successful, to D who had no notice that the stock was not issued for full payment. D paid par to C for the stock.

The corporation, getting in great need of funds, demanded the remaining ninety per cent. from A, and on his refusal brought suit against him. Can it recover?

In 1896 the company, a Kansas corporation, failed, hopelessly insolvent. The receiver brought suit against B and D to recover the ninety per cent. which was never paid to the company on the stock they hold. Can he recover against either or both, and what principle of law governs?

12. A corporation chartered exclusively for writing fire insurance, issues a policy against hail. A loss occurs under the policy. Can the insured recover against the company?

Give reasons for your answer.

13. A, an insurance agent, made out the application upon which a policy upon B's property was written, and made an untruthful representation as to certain statements which he wrote in the application. B's house so insured was destroyed by fire and the Insurance Company refused to pay the loss on account of the false statements in the application, which were material to the risk.

B sues the company. Can he recover?

14. A borrowed \$50 of a bank and gave his note therefor, due thirty days after date with interest at the rate of ten per cent from date; B signed the note as surety for A; at the maturity of the note A went to the bank and paid the interest on the note up to that date, and requested the bank to extend the time of payment for thirty days; this the bank agreed to do; B did not consent to the extension and had no knowledge of the agreement to extend. At the end of the time A having failed to pay the note, the bank brought suit against A and B thereon. B set up the defense that he was re-

leased by the extension of the time of payment without his knowledge or consent. Can he maintain this defense? Give reasons for answer.

15. A signed a note on the back thereof as a guarantor, he being a stranger to the note. The maker failed to pay at maturity; the holder failed to have the note protested and gave no notice of the non-payment of the note to A, but soon thereafter commenced suit against the maker and A. A set up as a defense that he was released because the note had not been protested, and because he had not been notified of the failure of the maker to pay the note at maturity. Can he maintain his defense? Give reasons for answer.

16. A accompanied B to the store of C, and told C to let B have \$100 worth of goods and charge them to A's account. A and B then went to the store of D, and B purchased \$100 worth of goods and had them charged to his account. A said to D, "If B does not pay for these goods, I will." What are the rights of C and D respectively as against A? Give reasons for answer.

17. Name three remedies which were known as extraordinary legal remedies at the Common Law.

18. What is the office of the Writ of *Habeas Corpus*?

19. What are the provisional remedies mentioned in the Civil Code of Kansas?

20. What is the object of a receivership?

