

THE LAMPSON WILL.

It is Valid in the Opinion of Surrogate North.

The opinion of Judge Safford E. North, of the Surrogate Court of Genesee County, N. Y., in the matter of the probate of the will of the late William Lampson, '62, will be of interest to the friends of the University.

William Lampson died on the 14th of December, 1896, and about two months before his death he executed the will which is the subject of the controversy. His nearest relative is an aged aunt living in St. Paul, Minnesota, who would be entitled in the case of intestacy, or in the event that any bequests should be held invalid to the entire unwilled personal property of the estate. This personal property is valued at about \$400,000, and the real estate foots up to between \$100,000 and \$125,000 more. By the terms of the will the entire estate, with the exception of \$35,000, is given to Yale.

Judge North says:

"On the day of the return of the citation for probate, appearances were entered in behalf of a large number of the heirs and answers were filed containing objections in the form usual in cases of contested probate, alleging undue influence and lack of testamentary capacity. The answers also put in issue the legality of the bequests to Yale University, and the decision of this Court was invoked as to the legality of these bequests. Upon the hearing, the contest was abandoned so far as the questions of capacity and undue influence were concerned, and the contestants are now in Court solely with respect to the validity of the bequests last referred to.

"The sole ground upon which the bequests to Yale are assailed, is that the will was executed less than two months before the death of testator, in contravention as is claimed, so far as the bequests are concerned, of a statute of this State. The large amount of property involved, the somewhat unusual attention which the case has attracted, the great care and labor bestowed by counsel in the preparation of exhaustive briefs and in the very able oral arguments, have rendered it the duty of the Court to give to the case the most careful examination and study. These considerations, as well as the fact that counsel have united in the request, have led me to state quite fully the reasons for my decision."

Judge North quotes the Hollis vs. Drew Seminary case, which was decided in 1884. The will of the testator gave a bequest to the Drew Seminary, a corporation formed under the laws of New Jersey and another bequest to the Wesleyan University, a Connecticut corporation. The will was declared legal and the bequests were made.

"It was contended in behalf of certain relatives of the testator that these bequests were void under the provisions of the law, by reason of the fact that the will was made less than two months before death. It would appear from this that the questions presented were identical with those raised in the present case, and unless satisfactory and conclusive reasons to the contrary are shown, that the decision of the Court of last resort must control at this time.

"It has seemed to me that any examination of the questions involved in this case, however thoroughly entered into, made from ordinary standpoints, must result in the conviction that the claim made in behalf of the next of kin of testator finds complete refutation in the statutes and decision relied upon in its own support."

"But one more branch of the case need be discussed, and that is the point raised by counsel for the University, that the devise of real property contained in the will is so inseparably connected with the bequest of personality that this Court may not exercise the power conferred by Section 2624 of the Code, and determine the validity of the bequests. In view of the disposition I have made of the case, the question might be deemed unimportant except for the fact that it is jurisdictional. I have examined it with the care that its importance demands, with conclusion that this court has the power to determine the validity of the bequests under this will. Discussion need not be entered upon further than to say that while I believe this Court has full power to decide as to the legality of the entire bequests to Yale University, there can be

little doubt in any case with reference to the distinct gift of \$150,000 to be devoted to the Lampson Lyceum."

Judge North concludes as follows: "I have not attempted to discuss this case in every aspect presented by the learned counsel for the contestant in his very able brief and oral argument. To have done so would have been to write a treatise, and yet that would afford no reason why the discussion should not be had if the case required it. The issue, after all, is one of statutory construction and may be confined within narrow limits. The decision which has been reached seems to me the only one which has been rendered with due regard to legal principles and without attributing to the legislature and the revisers a disposition to render complex and uncertain that which could as easily have been placed beyond controversy. I am fully satisfied that there has been no change in the legislative policy of this State with reference to the matters which have been discussed in this opinion, certainly none adding to the restrictions imposed upon charitable or educational bequests.

"The bequests to Yale University contained in the will of testator are therefore adjudged valid. The will is admitted to probate and letters testamentary will be issued to the executor and to the Mercantile Trust Company of the City of New York. This institution had been selected after consultation with the executor named in the will and with the University authorities before objections were filed, and is satisfactory to all parties concerned. The designation by the Surrogate of a trust company in the City of New York as executor was required by the term of the will."

The next move in this case will probably be made in the Supreme Court of the State of New York, and it is not impossible that an appeal may be made to the Court of Appeals also in New York State. A decision of this latter Court in the matter of probate must be accepted as final.

DO NOT CONDEMN McMASTERS.

But Princeton Athletes Declare for Authority for the Doctor.

[CORRESPONDENCE OF YALE ALUMNI WEEKLY.]

Princeton, January 17.—The two thousand or more Princeton alumni who witnessed the football game between Yale and Princeton at New Haven last November were by no means amiably disposed toward those upon whom had been placed the responsibility of training the players. The undergraduates and alumni did not know just who was to blame, but it was felt that someone had grievously blundered, and at the fault of this person or persons great indignation was expressed.

The Graduate Advisory Committee on Athletics decided to investigate the matter. It was immediately found that there was great dissatisfaction felt with trainer John McMasters, who has had charge of the training of both the baseball and the football teams for several years past. The Committee, however, found it impossible to fasten any particular blame upon McMasters, and it was consequently decided to place the whole matter in the hands of the 1897 football Eleven.

At the summons of Captain John Baird, therefore, the men who played in the last Yale game were called together last Wednesday evening to discuss the matter. The team did not think McMasters to be alone culpable for the condition of the men in the Yale game, several causes, in their opinion, contributing to it to as great or a greater extent than the carelessness or lack of skill on the part of the trainer. Princeton had a very unfortunate schedule, there was entirely too much divided responsibility between the doctor and the trainer, and things were in a generally muddled condition, especially toward the last of the season. The men were practically unanimous in believing that McMasters should be retained, and a recommendation of such a nature will be submitted by them to the Graduate Committee.

It was decided by the team, however, to make a number of changes in the training and coaching methods at

Princeton next season. The undivided responsibility for the physical condition of the players will be placed upon the doctor. The trainer will take care of the bruises and sprains, McMasters having shown quite an aptitude for that sort of thing, but he will be entirely subordinate to the doctor. The training table will be in the hands of the Captain, as was the case last season. The players seem to think that one who actually participates in the games can, after consultation with the doctor and trainer, tell better what the men should eat than can anyone else.

These plans seem to meet with the general approval of the undergraduates. The fact that the players have endorsed McMasters will do him a great deal of good in the minds of both undergraduates and alumni, and during athletic seasons he will not lack for support.

The students are now very busily engaged in preparing for the semi-annual examinations, which begin January 27th and continue until February 9th. On February 11th the Junior Prom. will take place, and the last half of the college year begun.

Princeton Game Report.

Manager D. C. Twichell of the University Football Association has given out the following report of the Expenditures and Receipts of the Yale-Princeton game:

EXPENDITURES.	
Globe Ticket Co.,	\$ 126.64
Numbering Seats,	57.50
Irwin Score Board Co.,	50.00
Straw	73.59
Luncheon for Ushers and Police,	67.40
Police,	288.00
Ticket Boxes, etc.,	18.50
Referee's Expenses and Fee,	128.90
Umpire's Expenses and Fee,	85.00
Signs,	95.40
Ticket Offices, Fences, Boxes, etc.,	450.00
Lumber,	11.65
Carpentry, etc.,	28.26
Printing,	39.35
Labor on Field,	16.00
Watchmen,	10.00
Ticket Takers,	51.00
To Financial Union for seats in excess of 10,000,	2,601.00
Miscellaneous,	33.16
Total Expenditures,	4,231.35
RECEIPTS.	
Tickets sold	
to Yale	18,464
to Princeton	8,914
	27,378.00
Program Privilege,	1,018.77
Total Receipts,	28,396.77
Expenditures,	4,231.35
Net Receipts,	24,165.42
Princeton's Share,	12,082.71
Yale's Share,	12,082.71

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The first train of the season left the Pennsylvania Station, Monday, January 17, at 11.50 A. M., via the Southern Railway, F., C. & P., and Florida East Coast. All available space was occupied. The Florida Limited is one of the most superbly furnished trains that ever left New York, and will be operated daily, except Sunday, between New York and St. Augustine. You lunch to-day in New York and to-morrow in St. Augustine. The train is most exquisitely furnished, and every device which may add to the welfare, comfort and enjoyment of the passengers has been provided. The drawing-room sleeping cars are of the latest plan of Pullman, and the compartment cars, which are operated only by this line, are models of perfection, as the designs for the cars are such that parties occupying a compartment are free from the outside world. These rooms are so arranged that they can be used separate or thrown into a suite of private apartments, and are unsurpassable in completeness, etc. The dining cars are of the latest, and the markets of the North and South are both drawn upon liberally for the best and most seasonable supplies, while the cuisine and service are of the highest order. The library car is furnished with abundance of easy chairs, sofas, and writing desks, where stationery is found for the passengers' use. The observation car might be termed the parlor or reception room of the moving palace. It has large plate-glass windows on the sides and ends, from which the fast-flying panorama may be viewed with comfort.

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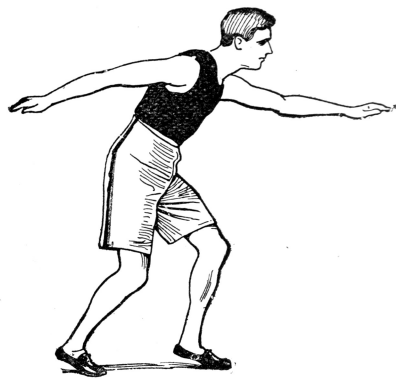
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