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## The College of Law

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# West Virginia Law Quarterly

## And THE BAR

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**THE COLLEGE OF LAW.**—The College of Law commenced its forty-second year in September with an attendance of 69. At the same time last year the enrollment was 57. The increase is wholly in the first-year class which numbers 38 as compared with 24 at this period in 1919.

Apparently for the first time in its history, the College of Law has no students who possess less than the minimum academic requirement of one year of college credit. Over half of the entering class have academic degrees already or have at least three years of college credit. The value of at least three years of college work as preliminary training before entering on professional law study is being more fully recognized each year. Approximately only one fourth of the students now in attendance have less than two full years of college credit.

Two new members of the law faculty entered upon their duties in September. Mr. George E. Osborne, whose appointment was noted in the June issue, will give the courses in Contracts, Trusts, Conflicts, and Persons, and will be editor-in-charge of the LAW QUARTERLY. Mr. M. T. Van Hecke has been appointed assistant

professor of law and will give the courses in Torts, Equity, and Constitutional Law formerly given by Mr. Jones. Mr. Van Hecke is a graduate of both the college and law school of the University of Chicago. Following his admission to the bar, he practiced law in Chicago, and during the last three years, was chief legislative draftsman of the Legislative Reference Bureau of Illinois.

Mr. Jones has been granted leave of absence from his teaching duties in order to spend the year in graduate law study. In his absence there will be no acting dean. Administrative matters demanding his attention will be handled by correspondence until he resumes his duties in June, 1921. His address is Langdell Hall, Cambridge, Mass.

Construction work on the new law building has not been started, though the building plans are complete and were approved several months ago. A supplemental appropriation by the next Legislature will be necessary to make possible its completion according to the present plans. This is a matter which needs the active attention of every member of the West Virginia bar.

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**INJUNCTION AGAINST USE OF COMPRESSORS AND PUMPS ON GAS WELLS.**—In a recent case<sup>1</sup> an attempt was made by an oil and gas lessor to restrain his lessee from using gas compressors and pumps in such a way as to reduce the pressure at the wells below the atmospheric pressure thus increasing the flow of gas beyond its natural volume. The contentions of the complainant were as follows: The lease must be construed in the light of the circumstances existing at the time it was executed. Since, at the time the lease was executed, there were no gas compressors and pumps used in that region for the purpose of increasing the flow of gas from the wells, the lessee had no right to make use of such means, if the result would be to decrease the amount of the royalties the lessor would otherwise have received. If gas were so pumped or sucked from the wells it would reduce the total amount of such royalties, for the reason that fewer wells would be necessary to secure all the gas from the premises, and also, because the wells would be exhausted sooner than if gas were allowed to flow from them naturally. In other words, the contention amounted to this: there was an implied covenant in the lease that the lessee would not use any

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<sup>1</sup> Bassell v. West Virginia Central Gas Co., 103 S. E. 116 (W. Va. 1920).