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The Law Building

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THE LAW BUILDING.—A detailed description of the proposed law building at West Virginia University was printed in the June, 1920, issue of the *QUARTERLY*. Several circumstances have combined to make feasible changes and improvements in the building as then proposed. In general the plan remains the same, changes having been made only with the view to a better and more artistic building.

The proposed site of the building was changed from Willey street, next to the Methodist Episcopal church, to Front street just south of the President's house. The elevation of the original site was such as to accommodate well a building with a flat roof, but the new site is somewhat lower in elevation and is so located that a view of the building may be easily obtained from higher ground and these facts made it necessary to adopt a different roof. This roof will be a sloping one of red tile with dormer windows. Being higher, it will give more air space and thus make the reading room and offices cooler in summer. Light coming through the skylights into the reading room from the dormer windows will be less direct and softened, making for the eye comfort of the stu-

dents. These advantages have thus been obtained while at the same time making a marked improvement in the outside appearance of the building. Other material changes have been as to trimmings only. No terra cotta is to be used. The entire exterior is to be of red art brick and Indiana limestone. The walks and wall in front of and around the building are also to be of brick and stone, the brick walks to be laid in concrete, and the wall to be capped and trimmed with limestone. The main entrance will be through an ornamental gateway, a feature that will lend dignity and seclusion to the building. The ventilating system, controlled by a large intake fan in the machinery room, necessitated exhaust chimneys. These chimneys are provided for in the end walls which extend above the gables, thus eliminating unsightly ventilating shafts. The extension of the end walls above the gables also enhances the beauty of the building.

The interior of the building as to general arrangement remains practically as originally proposed. There is one important change, the stairway has been made continuous from the ground floor, instead of from the class room floor, to the vestibule of the library reading room. The doors at the top of the stairway from the classroom floor to the ground floor are thereby eliminated, making the locker room, club rooms and toilets, on the ground floor, more easily accessible to the students. Since expensive excavation was unnecessary on the new site the entire ground floor is to be finished, which gives more space for club, typewriting, packing and machinery rooms, and, in addition, a basement with an entrance from Hough street, under a part of the building provides ample storage room. The ground floor windows all being above the street level will provide plenty of light and air, rendering this part of the building of greater utility than would have been possible on the site first proposed. The woodwork throughout is to be of dull-finished white oak and all reading tables and furniture, including the desks in the class rooms are also to be of like material and finish. The steppings in the class rooms are also to be of oak, and thus the cold uninviting concrete, while present as a protection against fire, will not be exposed. Complete clock, gong and intercommunicating telephone systems throughout the entire building have been added.

In general, the new plans provide that the building will be slightly larger, the materials of construction of somewhat better

quality, and the heating and ventilating systems more up to date than the original plans called for.

The foundation and the ground floor are now almost completed and the contractor is pushing the work rapidly. The building will be ready for occupancy early next spring. When completed it will embody the best features of law school buildings throughout the country and will be one of the most complete and up to date to be found anywhere. It should be a source of great pride not only to the Bar, faculty, students and alumni of the University, but also to the people of the state generally.

CERTAINTY REQUISITE IN DEEDS AS TO PARTIES GRANTEE.—In the recent case of *Hickel v. Starcher*,¹ the Supreme Court of Appeals of West Virginia, in passing on the validity of a deed conveying real estate to the "heirs" of a person living at the date of the execution thereof, has construed the word "heirs" in its technical sense and has held the deed void for uncertainty as to parties grantee. The correctness of this decision, it is submitted, is based upon two necessary findings: (1) that the deed conveyed an estate vesting in possession *in praesenti*; and (2) that the parties named as grantees were not *in esse* and ready to take the estate vesting immediately in possession.

An essential requirement of common law conveyancing by deed is that the party grantee should be designated with particular certainty.² An important distinction, however, was made by this rule between present and future estates. In the case of present estates, the certainty rule required not only (a) definiteness in the designation of the party grantee, but also (b) the present existence of the party grantee designated ready immediately to take the estate conveyed.³ In the case of future estates, definiteness in the designation of the party grantee was required, but it was never a requirement of the common law that the grantee of a future estate should be *in esse* at the time of the creation of the estate.⁴ A future estate, therefore, could be created by deed in an unborn child of a living person or in the heirs of a living person.⁵ And such convey-

¹ 110 S. E. 695 (W. Va. 1922).

² MAUPIN, MARKETABLE TITLE TO REAL ESTATE, § 18; 13 Cyc. 538.

³ *Newsom v. Thompson*, 2 Ired. 277 (N. C. 1842); *Lillard v. Ruckers*, 9 Yerg. 64 (Tenn. 1836).

⁴ *Preston v. Brant*, 96 Mo. 552, 10 S. W. 78 (1888). See TIFFANY, REAL PROPERTY, 120.

⁵ See W. VA. CODE, sec. 11, ch. 71. *Irwin v. Stovar*, 67 W. Va. 356, 67 S. E. 1119 (1910); *Carter v. Reserve Gas Co.*, 84 W. Va. 741, 100 S. E. 738 (1919).