COLLEGES AND UNIVERSITIES—VALIDITY OF CONTRACT PROVISIONS FOR SUMMARY EXPULSION.

Defendant, a privately maintained university, in accordance with a power reserved to it by the contract of registration, discharged the plaintiff student without assigning any reason for the dismissal. Plaintiff sued, claiming that the action of the university was unjust. *Held,* that a provision reserving to the university the right to dismiss a student at any time without assigning a cause was valid; that although the university need not give a reason for discharging the student it must nevertheless have a reason; and that the university could only reserve to itself the right of arbitrary dismissal in order to carry out certain purposes, as the protection of standards of scholarship or moral conduct. *Anthony v. Syracuse University* (1928), 224 App. Div. 487, 231 N. Y. S. 435.

The earlier cases upon the subject hold that in the absence of express provisions a university has no right to dismiss a student without prefering charges against him and providing some sort of hearing and that if this course is not followed the student may have a writ of mandamus for reinstatement. These cases, however, expressly limit their language so that it does not apply to situations in which the right of arbitrary dismissal has been expressly reserved. *Commonwealth v. McCawley* (1886), 3 Pa. Col. Ct. 77; *Baltimore University v. Colton* (1904), 98 Md. 623, 57 A. 14.

These cases apparently have been overruled by decisions holding that even in the absence of an express provision to that effect, a college may discharge a student for violation of rules without a trial or preferring charges against him. *Goldstein v. N. Y. U.* (1902), 78 N. Y. S. 739; *J. B. Stetson University v. Hunt* (1924), 88 Fla. 510, 102 So. 637. Where the right to dismiss arbitrarily has been expressly reserved by a private educational institution, the validity of the provision has never been denied by any court and is affirmed in *Barker v. Trustees of Byrn Mawr* (1923), 278 Pa. 121, 122 A. 220. By registration the student agrees to obey all reasonable regulations of the university as to discipline and scholarship and the courts will not interfere with the university's enforcement of the rules unless they are contrary to public policy. *Gott v. Berea College* (1913), 156 Ky. 376, 161 S. W. 204; *Woods v. Simpson* (1924), 146 Md. 547, 126 A. 882; *Pratt v. Wheaton* (1866), 40 Ill. 186.

But the power of a university to make regulations and enforce discipline is examined more critically in the case of a school supported entirely or in part by the state. *Gleason v. U. of Minn.* (1908), 104 Minn. 359, 116 N. W. 650, and dictum in *Anthony v. Syracuse U.* (1928), 224 App. Div. 231 N. Y. S. 435. Nevertheless a state institution may make and enforce by expulsion such regulations as are reasonable and necessary for carrying out the purposes for which the university was organized. *Tanton v. McKenney* (1924), 226 Mich. 245, 197 N. W. 510; *Connell v. Gray* (1912), 33 Okla. 417, 127 P. 417.

Actions of the student not ordinarily within the control of the university have been held to justify expulsion if they bring discredit upon the university, as in *Samson v. Trustees of Columbia U.* (1917), 10 Misc. 146, 167 N. Y. S. 202, where it was held that a university was justified in expelling a student for an unpatriotic speech which was not made during the school term. Anti-fraternity rules and rules against smoking in women's colleges and men's preparatory schools have been held to be reasonable regulations justifying expulsion for their violation. *Pratt v. Wheaton* (1866), 40 Ill. 186; *Tanton v. McKenney* (1924), 226 Mich. 245, 197 N. W. 510.

C. S., '30.

CONSTITUTIONAL LAW—DUE PROCESS—TRANSFER TAX—INCLUSION OF INSURANCE IN GROSS ESTATE.—The executor of the estate of a decedent sued in the Court of Claims for a refund of taxes paid on the proceeds of insurance policies in which the insured reserved the right to change the beneficiaries. By the Revenue Act of 1921 (42 Stat. 227), these were included in the gross estate of the decedent. The petition attacked the validity of such tax, claiming first, that the tax was direct, and hence void because not apportioned; and second, that such inclusion in the gross estate effected an increase of tax upon the beneficiaries and those who shared in the remaining estate so as to constitute a deprivation of property without due process of law. On certificate to the United States Supreme Court, *held*, first, that this is a tax on the transfer of the property and, therefore, not subject to the constitutional provision requiring apportionment of direct taxes; and, second, that such inclusion does not constitute a violation of the due process clause. *Chase National Bank v. United States* (1928), 49 S. Ct. 126, 73 L. Ed. (adv.) 114.

A life insurance policy reserving to the insured the right to change the beneficiary does not vest an interest in the named beneficiary, because the insured maintains as complete control of the policy as if he himself were the beneficiary. *Mutual Benefit Life Insurance Co. v. Swett* (1915), 222 F. 200, 137 C. C. A. 640, Ann. Cas. 1917B 298; Re Joseph Greenberg (1921), 271 F. 258, 20 A. L. R. 253. See also Cooley's BRIEFS ON INSURANCE, Vol. VII, p. 6406. Some few cases hold that such a beneficiary's interest is vested, subject to being divested. *Roquemore v. Dent* (1902), 135 Ala. 292 So., 33 So. 178 and *Ellison v. Straw* (1903), 116 Wis. 207 N. W. 92 N. W. 1094 under the Wisconsin statute. But the better and the majority rule does not treat such an interest as analogous to the real property rule of vested rights; rather the interest is treated as contingent. *Fuller v. Linzee* (1883), 135 Mass. 468.

It is true that so much of the Revenue Act of 1919 (40 Stat. 1057), as requires all conveyances of property taking effect in possession and enjoyment only after the transferor's death to be included in the gross estate of the decedent transferor for purposes of taxation, violates the constitutional provision against taking property without due process of law. *Nichols v. Coolidge* (1926), 274 U. S. 531, 52 A. L. R. 1181; *Untermeyer v. Anderson* (1927), 276 U. S. 440. But where a trust had been created before the passage of the statute, reserving to the settlor the power to dispose of the remainder, a tax might be levied under the act on the power or succession, because the death of the settlor freed the remainder, or terminated the power, and this prerequisite to complete succession did not occur until after the enactment of the statute. So long as the privilege of succession has not been completely exercised, it may be taxed. *Saltonstall v. Saltonstall* (1927),