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Outlawing War

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Motor Vehicle Code:

Registration Act	1926	2
Anti-Theft Act	1926	3
Operators' and Chauffeurs' License Act	1926	1
Operation of Vehicles Act	1926	7
Negotiable Instruments Act	1896	52
Occupational Diseases Act	1920
Partnership Act	1914	16
Proof of Statutes Act	1920	9
Real Property Mortgage Act	1927
Sales Act	1906	28
Sales Act, Amendment	1922	4
Stock Transfer Act	1909	21
Vital Statistics Act	1920	1
Warehouse Receipts Act	1906	48
Warehouse Receipts Act, Amendment	1922	8
Wills Act, Foreign Executed	1910	8
Wills Act, Foreign Probated	1915	6
Workmen's Compensation Act	1914	2
Written Obligations Act	1925	1

The foregoing tabulation is from the report of the Conference of Commissioners on Uniform Laws for the year 1927. That report also shows that North Dakota has enacted the following:

Name of Act	Passed
Acknowledgments Act (adopted with modifications)	1923
Aeronautics Act	1923
Declaratory Judgments Act	1923
Desertion and Non-Support Act	1911
Illegitimacy Act (adopted with modifications)	1923
Motor Vehicle Anti-Theft Act (adopted with modifications)....	1927
Motor Vehicle Registration Act (adopted with modifications)	1927
Regulation of Vehicles on Highways (adopted with modifications)	1927
Negotiable Instruments Act	1899
Sales Act	1917
Warehouse Receipts Act	1917

The 1927 session of the National Conference was attended by Hon Chas. A. Pollock of Fargo.

OUTLAWING WAR

One of the latest books on that subject is by Charles Clayton Morrison, reviews of which appeared in legal and other publications recently. Some of the reviewers consider the book a distinct contribution to peace thinking. Professor Harper, of our University Law School, goes so far as to say, "The lasting merit of the scheme is to destroy the institutional basis of war, to scatter its respectability, to dissolve its legitimacy, to desocialize its position among the peoples of the world"; and, he adds, "It will not do to 'dispose of Mr. Morrison's conception with the dogmatic statement that the plan cannot work because the nations will go to war anyway.'"

The most enthusiastic, however, admit that the good faith of the contracting parties is the sole basis of the effectiveness of all such theories. Is good faith sufficient?

Now, most thinking people hope that a substitute for war may be found, and some insist that a reasonable plan of action seeking that end should not only be proposed but attempted in practice. But, knowing that individuals are still intolerant and unreasonable and require a power higher than the individual to compel the performance of obligations, they frequently ask the questions, "Are nations, composed of individuals, any different? Will they ever be different? Unless and until we can supply an affirmative answer to those two questions, isn't there considerable justification for the belief that there can be no "law that is above and superior to and binding upon the State" without some power greater than the State, possessing the ability to enforce that law, if need be? And if there is, isn't there also justification for American hesitancy in attempting the practical application of various theories that are suggested to make their hope reality?

COMPARISONS AND DISTINCTIONS

In the December issue we made note of the construction placed by the majority of the Commissioners of the Workmen's Compensation Bureau on the 1927 amendments to the law as applied to liability for stiff fingers, etc., under the term "loss."

In another case, determined last month, the term "loss of sight" was construed to mean "total loss of sight," compensation being denied the claimant for a permanent partial disability amounting to a 10 per cent loss of vision.

About the same time this situation arose: A workman injured his thumb. Treatment by his physician for some five weeks resulted in healing of the wounds, but the thumb was stiff and in the way. One month after healing was complete, the claimant requested that the thumb be amputated. The Bureau paid for the amputation, and then allowed for the "loss" of the thumb. Previous to amputation the majority again held the thumb was not lost.

The Supreme Court of Iowa also rendered a decision during this period, *Mochel vs. Traveling Men's Association*, 213 N. W. 259, construing the term "train wreck" in a double indemnity insurance policy, holding that the term does not contemplate or intend total destruction of a train of cars, or even of one of the cars constituting a part of the train in order to make the double indemnity provision operative.

WRITS OF ERROR ABOLISHED

S. B. 1801 has been signed by President Coolidge. Its provisions are:

"That the writ of error in cases, civil and criminal, is abolished. All relief which heretofore could be obtained by writ of error shall hereafter be obtainable by appeal. That in all cases where an appeal may be taken as of right it shall be taken by serving upon the adverse