



1927

Comparisons and Distinctions

North Dakota Law Review

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Recommended Citation

North Dakota Law Review (1927) "Comparisons and Distinctions," *North Dakota Law Review*: Vol. 4: No. 4, Article 7.

Available at: <https://commons.und.edu/ndlr/vol4/iss4/7>

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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