North Dakota Law Review

Volume 4
Number 7 *Annual Meeting - Minot - September*

Article 4

1927

American Law Institute

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It was the duty of an office employee, during the noon hour, to go to the postoffice for his employer's mail, examine same and telephone orders demanding immediate attention, then going on home for his lunch and bringing the mail with him upon his return. On a certain day the employee, while returning to work by the usual route between his home and the office, fell on the sidewalk and was injured. HELD: The case does not fall within the exceptions entitling claimant to compensation for injury in the course of employment. It is true that, in going to the postoffice from his place of work claimant was attending to part of his daily work; but after reaching home the service to be rendered ceased. He was then at leisure to eat his lunch and return to work at his own time, so long as it was within the limits of his noon recess, by such route as he should select, and by such means of conveyance as he desired. The carrying of the mail on his return was incidental. The primary object was to return to his work. Award for compensation reversed.—*Rawson's Case,* 140 *Atlantic* 365 (*Maine*).

AMERICAN LAW INSTITUTE

The first of the re-statements of the law to be offered in final form by the American Law Institute covers 177 Sections of the law of contracts. This work was completed at the April meeting of the Institute. Our information is that copies of the re-statement may be obtained from the American Law Institute, 3400 Chestnut St., Philadelphia, at a cost of $1.25. To show the method of treatment, we quote the following:

Topic B. Manifestation of Assent

Section 20. Manifestation of Mutual Assent Necessary. A manifestation of mutual assent by the parties is essential to its formation and the acts by which such assent is manifested must be done with the intent to do those acts; but, except as qualified by Sections 55, 71 and 72, neither mental assent to the promises in the contract nor real or apparent intent that the promises shall be legally binding is essential.

Comment

a. Mutual assent to the formation of informal contracts is operative only to the extent that it is manifested. Morever, if the manifestation is at variance with the mental intent, subject to the slight exception stated in Section 71, it is the expression which is controlling. Not mutual assent but a manifestation indicating such assent is what the law requires. Nor is it essential that the parties are conscious of the legal relations which their words or acts give rise to. It is essential, however, that the acts manifesting assent should be done intentionally. That is, there must be a conscious will to do those acts; but it is not material what induces the will. Even insane persons may so act; but a somnambulist could not.

Illustrations

1. A offers to sell B his library at a stated price, forgetting that his family Bible, which he did not intend to sell, was in the library. B accepts the offer. B is entitled to have the Bible.

2. A orally promises to sell B a book in return for B's promise to pay $5. A and B both think such promises are not binding unless in writing. Nevertheless there is a contract.

3. A offers a reward to anyone who will deliver to him a certain book or who will promise to do so. B, who owns the book requested, learns of the offer, but is not induced thereby to part with the book. C, learning of the facts, threatens B with such personal violence unless he delivers or promises to deliver the book to A that, rather than fail to comply with C's demand, B would have given A the book for nothing, but knowing of the offer he determines to accept it, and he either gives A the book or promises A to do so. On the first supposition there is a unilateral contract; on the second a bilateral contract.

4. A writes an offer to B, which he encloses in an envelope and stamps. Shortly afterwards, he decides not to send the offer and determines to throw the letter into his wastebasket. Absent-mindedly, he takes it up with other letters and deposits it in a mail chute. It is delivered to B, who accepts the offer. There is a contract.

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IT COULDN'T BE DONE—BUT IT WAS

The Supreme Court of the United States represents the last word in judicial dignity and interpretation of law, but it has doubtless fallen into error on several occasions, and in at least one case it admitted the error before the final decision was written. Hon. Chas. E. Hughes, in his book on "The Supreme Court of the United States", relates the incident in the following manner: "I may mention an interesting incident which the published reports of the Court fail to show. I refer to *American Emigrant Company vs. County of Adams,* 100 *U. S.* 61.

"The case was argued at the end of November, 1878, and the decision was announced in the middle of the following December. Counsel for appellant filed a petition for rehearing, which was denied. Being unconvinced, the appellant retained General Benjamin Butler, who went into open Court and asked for permission to file a second petition, stating that he was sure that the Court had inadvertently fallen into error, and that he was confident that if the Court would take the time to read his petition they would thank him for calling the matter to their attention.

"Before this, to ask twice for a rehearing was unheard of, and it is said that the Court was quick to show its disapproval of the innovation, and severe in its criticism of General Butler. But, feeling sure of the justice of his cause, and with his accustomed audacity, he stood his ground, with the result that the minutes of April 14, 1879, show this entry: 'On motion of Mr. B. F. Butler it is ordered that the mandate be withheld in this case for the present.'

"The Court then considered the second petition for rehearing, and on April 21, 1879, a rehearing was ordered. The case was re-argued in the following October, and in November the former decision was unanimously reversed."

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CRIME THEORIZING

A well-written article appearing in the June issue of the Kiwanis Magazine, penned by Prof. H. E. Willis, formerly of the North Dakota