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Crime Theorizing

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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

Law School and now of Indiana University, deals with the formulation of what Professor Willis terms an adequate scheme of social control.

He lists twelve reforms, with each of which he deals analytically and more or less effectively, but without presenting any new or novel thought except the following:

"Universal disarmament of individuals, except as they are connected with the military establishment of the government, should be required. It is necessary to disarm the criminal, and the only way to do so is to disarm everybody, including the police."

We find it a little difficult to agree that the inclusion of the three word addenda would add anything to the theoretical ability of the government to control the crime situation; in fact, we would not be surprised to find many people of sound mind and memory who would seriously question the practical effectiveness of the whole suggestion. So long as guns are manufactured, bad men will get them. It would be our guess, moreover, that the bad men would be the last to be disarmed; and if disarmed, they would still find clubs, knives and stones. It appears, also, that we are running rather short on Irish policemen, and we rather doubt if any other nationality could successfully handle the average run of bad men by making faces or using fists. Professor Willis, of course, reasons thus: "If good men are permitted to arm, all bad men will be armed; armed better than the good men, and the bad men will be better shots than the good men." But why limit the disarmanent to gun-toting? Why not dismantle knuckles and finger nails?

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CONTINGENT FEES

Notwithstanding the fact that poor people would frequently be deprived of the services of a competent lawyer unless such services could be obtained on a contingent fee basis, and that such arrangements should, therefore, be permitted; nevertheless, there is a growing indication among lawyers and judges that the evils that have established themselves through the medium of these contingent fee arrangements are being recognized, and with that recognition has come constructive effort to eliminate the evils.

"Ambulance chasing", "running", "touting", "crooked doctors", "subornation of perjury", are phrases frequently employed in speeches and writings these days, and occasionally we find someone who insists that a clean-cut trial on the merits in a negligence case is as rare as a successful flight across the Atlantic.

Whatever of evil grows or flourishes in connection with lawsuits, whether sprung from the soil of legal procedure or planted by outside agencies, eventually becomes a discredit to the profession itself, and, as a matter of self-protection, the profession must deal with conditions and seek to eliminate the evil.

Regulation and supervision of contingent fee contracts by the courts may not prove to be the most available or effective remedy for the evils that are admitted to exist, but they do suggest constructive effort to correct a growingly dangerous condition. It is to be hoped,