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Important Late Decisions

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been injured and shippers of freight may have their action in admiralty.

"However, many of the common law remedies have been saved to suitors by the judiciary acts, and construction of maritime law in decisions of the courts. The United States Court has no jurisdiction over boats owned by foreign governments in time of peace, but has jurisdiction over foreign boats in United States ports privately owned."

Mr. Campbell concluded with the answering of questions propounded by the members of the Round Table, and Judge Pickett in a few well chosen examples connected up many of the statements concerning admiralty with reference to the common law from an historical standpoint.

Gifts to the Library

The College acknowledges with deep gratitude the gift of Mr. Ossian Cameron, C'93, consisting of sixty-four books for the library of the college. Included among these are many of the Session Laws of the State of Illinois which our library previously lacked, and some other valuable books. With this gift we now have the session laws complete from the year 1893 in addition to some older issues which we already had.

If any alumnus of the College has any session laws previous to that year and would be willing to donate the same to the College Library suitable recognition will be made in the volume itself and lasting benefit will be thereby conferred upon the students of the College.

Sincere appreciation is also hereby expressed for the gift recently made to the College Library by Dr. Mary Elizabeth Davenport, '21, consisting of a very valuable work on the subject of Medical Jurisprudence by Wharton and Stille. The work consists of three volumes and covers Mental Unsoundness, Physical Conditions and Treatment, and Poisons.

Mr. Cameron and Dr. Davenport have made previous gifts to the college library.

Important Late Decisions

Quasi Contracts.

The plaintiff performed a surgical operation upon one B, who obtained admission to a hospital as a charity patient. The plaintiffs, who were surgeons, were ignorant at the time that he was a very wealthy man. After his death, it developed that he had left an estate of \$400,000. Could the doctors recover for the reasonable value of their services? The court answered this question in the affirmative, holding that the executors of the decedent were bound in equity and good conscience to compensate the surgeons for reasonable services. In re Agnew's Will, 230, N. Y. Supplement 519.

Agency.

Where a vendor sold portable houses to the members of a tornado relief committee which was disbursing funds donated by the public for charitable purposes, and the vendor agrees that it will look solely to the fund for payment, then the individual members of the committee cannot be held; but where the committee disburses the entire fund without inquiry as to any liability to the plaintiff, then an individual member of the committee may be held liable for damages for breach of contract. Sears, Roebuck & Co. v. Wolf, 246 Ill. App. 515.

Agency—Accounting.

It was held in Johnson v. Milam (Court of Appeals of Georgia, Division No. 2, September 1, 1928), 144 S. E. 346, that, in a suit upon an account, in which the issue was whether certain persons who purchased the goods in behalf of the defendant and for his use were authorized by him to do so, and in which there was evidence to show that the transactions were a continuation of a course of dealing in which like accounts were incurred by the same persons under like circumstances and were paid by the defendant, and that the agency of such persons to make the purchases had never been questioned, a finding in favor of the plaintiff

was authorized. Furthermore there was independent evidence of agency. The agent's authority, under the Code, will be construed to include all necessary and usual means for effectually executing it. Private instructions or limitations, not known to persons dealing with a general agent, cannot affect them.

Agency and Sales.

Where a buyer signed a written order for scales, which for acceptance, requires either shipment of the goods by the vendor or an express acceptance by the vendor, then such written order is a mere offer to purchase and may be rescinded by the buyer at any time before acceptance. The fact that the order expressly stated that it was not subject to countermand or rescision was immaterial until accepted by the other party.

Where an order was signed to purchase a Stimpson Computing Scale, notice of a withdrawal of the offer to purchase the goods is sufficient if given to an agent of the vendor. Notice to such agent acting within the scope of his authority is notice to the principal. The seller's agent, who had solicited the order, is such an agent to whom a notice of rescision of the offer to purchase might be given at any time before acceptance by the vendor. *Stimpson's Computing Scale Co. v. Herman Ehmsen*, 246 Ill. App. 271.

Agency—Agent Not Personally Liable.

1. If the agent makes a full disclosure of the fact of his agency and of the name of his principal, and contracts only as the agent of the named principal, he incurs no personal responsibility. The insolvency of the principal or his inability or refusal to perform the contract does not affect this result. 2. Where plaintiffs sought to hold defendant personally liable for certain commissions on goods sold by them as sales agent of a garment company, and it was argued that the acquisition by defendant's company of the business of the garment company was *ultra vires*, it was sufficient to say that this point was not raised in the

trial court. Moreover, it would not follow that defendant personally could be held liable under the garment company contracts. 3. While proper practice requires that the trial court should mark propositions of law submitted to it either refused or held, an examination of the propositions showed that most of them might well have been marked refused, as they assumed the existence of facts in dispute. The evidence being sufficient to sustain the court's judgment under the law applicable thereto, a reversal merely because the court failed to mark the propositions submitted to it was not warranted. 4. Furthermore, a judgment in a fourth class case will not be set aside if substantial justice has been done. *Parker et al., appellants, v. Ingham, appellee*. Appeal from Municipal Court of Chicago. Affirmed. (McSurely, J.)

Real Estate Broker—Commissions.

Where an owner of real property lists the same for sale with an agent, and such agent by his efforts brings a purchaser to the seller with whom he begins negotiations, which at no time are entirely discontinued until a sale is consummated, and during which time the agent informs the seller that he will assist him at any time in closing this trade, and, though at all times during the negotiations said introducing agent is easily accessible to the seller, he never at any time requests any assistance from such agent, but calls on another agent who assists him in making the sale and to whom the seller paid a commission, the introducing agent is entitled to receive his commission. It is the further holding in *Cornell v. Howe* (Supreme Court of Oklahoma, May 29, 1928, rehearing denied July 24, 1928), 269 Pac. 243 that in an action for commission as an agent on a sale of real estate, where the plaintiff alleges the contract of agency in his petition, but such petition does not allege a contract as to the amount of the commission to be paid, but says that he is entitled to the customary fee paid in that community, and the evi-

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