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Important Late Decisions (Cont.)

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who maintain that in these instances there is strictly speaking no intent whatever and that the tort is punished without regard to intent.

However, the book is very important on account of this one point of view and is certainly worth a test in actual classroom work.

Practice and Procedure in the Supreme Court of United States. By Reynolds Robertson. New York: Prentice-Hall, Inc., 1929.

Although a number of books have appeared from time to time on Federal Practice and Procedure there is plenty of room for a good book like this which deals with the procedure in our highest Constitutional Court in the United States. We find here an orderly outline of the steps to be taken by an attorney in carrying a case from the highest State Court or a lower Federal Court to the United States Supreme Court. In chronological order we have set forth all that must be done to get the case properly filed in the upper court. There is a practical interpretation of the rules of court and statutes governing the procedure. Forms are given for the papers which an attorney must file to comply with the rules of court. Among the topics discussed are: filing a petition for a writ of certiorari; duties of respondent on petition for writ of certiorari; procedure upon a denial of a petition for writ of certiorari; perfecting an appeal to the Supreme Court of the United States; requirements respecting motions; procedure in court upon formal submission of a motion, and, finally, briefs, arguments and submission of cases.

Important Late Decisions

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dence shows the value defendant placed on his land when he traded the same, and that the ordinary and customary commission, as shown by the evidence, based on said valuation of defendant's land, is the amount for which the court rendered judgment, such judgment was proper.

Conflict of Laws—Jurisdiction.

One Sack rented a car from the Daniels U-Drive Auto Renting Company, a Connecticut Corporation. He asked his friend Levy to take a ride with him and together they went into the State of Massachusetts. While there, an injury was caused by the negligent operation of the car by Sack. Levy now sues the Renting Company for damages. The Connecticut Statute makes the lessor of an automobile liable for all damage caused by negligence of the lessee, but Massachusetts imposes no such liability upon the lessee of automobiles. The suit being brought in the State of Connecticut, the question before the Court was whether the State of Connecticut could enforce a liability which had accrued within the State of Massachusetts. The Court held that the Statute of Connecticut was a part of the contract of hiring and was read into that contract, and therefore the defendant was liable. 143 Atlantic Reporter 163.

Agency—Payment of Note to Agent Not in Possession Thereof.

It is held in *First National Bank of Minneapolis v. Rasmussen* (Supreme Court of North Dakota, August 6, 1928), 220 N. W. 840, that when a bank transfers to another bank its notes and mortgages as collateral security for an indebtedness, and the transferee bank fails to record the assignment of mortgages, or to notify the payees, and permits the transferor bank to handle the said collateral notes and mortgages as its own in the renewal, and the collection of the same, a payment by the maker of such collateral notes to the transferor must in equity be treated as made to the holder's agent. Payment of a note to an agent having authority to receive it is none the less effectual against the principal, because of the agent not being in possession of the note.

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