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Notes

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law, by what has been aptly termed judicial legislation, when they are defining the limits of the protection to be given an interest by a statute or by a rule of the common law.

As to the problem whether proximate cause is a question of fact for the jury, or a question of law for the court, the conclusion to be drawn from the cases is that when the reviewing court determines that the hazard encountered is within the range of the rule, then the finding of the jury that there was proximate cause is final and conclusive, but when the court determines that the hazard encountered is not within the range of the rule, then the finding of the jury that there was proximate cause is reversed as not supported by the evidence. This is not rational, and can produce nothing but confusion, because in one case the finding of the jury is final and conclusive, and in the next case it may be reversed. All this confusion is the natural and proximate result of the irrational orthodox method of determining the answers to the many questions involved in a tort action by assuming them to be questions of causal relation. And until the trial court, in its judicial function, frankly meets and answers the questions: Has the plaintiff a legal right? and, Is that right protected against the particular hazard encountered? we shall not have any clarification of the law as regards the question of proximate cause.

A Farewell Message From Class of February 1929

A new semester is well on its way at good old Chicago-Kent and the members of the Class of February 1929, for the first time in three years no longer exchange friendly greetings in the halls at 10 North Franklin. Instead we are busily engaged in brushing away mental cobwebs and refreshing our understanding in the subject of legal jurisprudence preparatory to the March Bar. We relax a moment however to extend to the newcomers at School a most hearty welcome and wish them as pleasant and

successful a period at Kent as has been our pleasure to experience. To the members of the faculty, administration officers and many friends whom we leave behind we say a fond farewell, hoping to continue on into the future our many friendships and associations. For ourselves it must be said that we intend to carry on the progressive spirit of Chicago-Kent. We will have an opportunity to evidence that by attending, every man, at the Home Coming Luncheon to be held on June the 6th. Our attendance should be 100% as it is on the evening of that day that we should formally receive our graduating credentials. Further announcements of these occasions will be given later. Again let it be repeated to the members of the Class of February, 1929, do not forget the annual Home Coming.

ARTHUR C. JEPSON, Pres.

Round Table

The members of the Round Table held their monthly meeting February 2nd at the Electric Club with Mr. Eric Collins presiding. The new members introduced were as follows: Messrs. Lee L. Turoff, '31, Frank A. Stromquist, '31, Allen M. Klein, '31, John Rex Allen, Jr., '31, Morton B. Hochberg, '31, Walter H. Jentzsch, '30, Edwin G. Gemrich, '30, Wm. W. Hamilton, '30, Robert J. Burdett, '30, John M. Falasz, '30.

The speaker was Mr. Charles Francis Baker of our faculty. He gave us a very profitable as well as enjoyable lecture on "Liability of Bailees for their Principals' Goods." He first took up the liability of a forwarder who waves the common law liability, and laid down the rule that the vendor has not implied authority to wave the common law liability in Illinois without proof of an expressed contract.

Mr. Baker also took up the obligation of the bailees to deliver the goods, holding that an express company must make an actual delivery to the person to whom the goods are consigned, and must deliver to that particular consignee, or it is liable.