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## Contracts

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the court held that the State Highway Director could constitutionally be delegated authority to determine limited access highway locations just as he can locate public roads, bridges, culverts and similar needs for the state highway system.

OLIVER SCHROEDER, JR.

## CONTRACTS

### *Rescission of Contract: Tender of Certificate of Title*

In *Rush v. Grevey*<sup>1</sup> an action was commenced in December 1948 by an infant buyer who had misrepresented his age to rescind a contract for the purchase of an automobile made September 1948, on the ground of minority, and to recover the purchase price. The minor, a few days after the purchase, returned the car to the seller, where it remained in dead storage until the time of trial in May 1950, at which time the certificate of title was first tendered and returned to the seller. The trial court awarded the minor a judgment for the return of the purchase price less an allowance for abuse and for depreciation, but limited the depreciation allowance to the time between the date of purchase, in September 1948, and the time of filing the petition in December 1948. On appeal by the seller the court held that until the minor tendered the certificate of title the restoration was incomplete and ineffective to defeat an allowance for depreciation up until the time of actual tender of the certificate of title. The judgment of the trial court was, therefore, reversed and remanded.

### *General Contract Not Applicable to Subcontractor*

In *Cordle v. Sheaf*<sup>2</sup> the defendant, a general contractor, contracted with a university for the construction of a stadium. The contract specified that the work be done according to architects' plans and specifications and required the architects' approval of such work. The defendant orally contracted with the plaintiffs for the laying of cement blocks and furnished the plaintiffs a blueprint showing how the work was to be done. After some work had been done the defendant stopped further work because the architects refused to approve a substantial part of the work. Although the contract of employment between the plaintiffs and the defendant was silent on the matter of the architects' approval, the defendant claimed that since that requirement was a part of the general contract between the defendant and the university it became a part of the contract between the plaintiffs and the defendant by implication, inasmuch as the plaintiffs

<sup>1</sup>90 Ohio App. 536, 107 N.E.2d 560 (1951).

<sup>2</sup>104 N.E.2d 455 (Ohio App. 1950).