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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 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 mi-
nority, 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 in-
complete 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 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 re-
quired the architects' approval of such work. The defendant orally con-
tracted 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 de-
fendant and the university it became a part of the contract between the
plaintiffs and the defendant by implication, inasmuch as the plaintiffs

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104 N.E.2d 455 (Ohio App. 1950).