period of employment is not confined to the period for which wages are paid; for courts have not refused compensation without justifying the holding on some other ground as well.[57]

In conclusion it might be said that an injury incurred by a workman in the course of his travel to his place of work (and not yet on the premises of the employer) does not give him a right to participate in the compensation fund, unless the place of injury was in some way brought within the scope of employment by either an express or implied requirement in the contract of employment, or unless it appears that the injury would not have occurred if not for the employer-employee relationship.

ABRAHAM E. MARGOLIN, '29.

Comment on Recent Decisions

CONTRACTS—ACCEPTANCE—NECESSITY FOR KNOWLEDGE OF OFFER OF REWARD.—The plaintiff seeks to recover a reward offered by the Arkansas Bankers' Association for the arrest and conviction of any person burglarizing or attempting to burglarize by forcible and violent breaking and entering any member bank of the association. The plaintiff has complied with the terms of the offer in so far as he has apprehended the thief and brought about his conviction, but he admits he had no knowledge of the reward at the time of the arrest and that his motives were not actuated by the offer. *Held,* that without knowledge of the offer the plaintiff was not entitled to recover. *Arkansas Bankers' Association v. Lignon,* 295 S. W. 4. (Ark., 1927.)

Although the decisions on this subject are in hopeless conflict the case seems to be supported by both the weight of authority and reason. The liability for a reward of this kind must be created, if at all, by contract (*Broadnax v. Ledbetter,* 100 Tex. 375, 91 S. W. 1111). Being a contractual liability it can only arise when there is a complete contract, a meeting of minds; and a contract of this species cannot be said to be complete unless there is both an offer and an acceptance thereof, either express or implied. (23 R. C. L. 1117). Therefore it would seem that the better rule is expressed in those cases holding that full knowledge of a reward and an intention to claim it at the time of performance of the specified services are essential to the right to recover the same. See *Morrell v. Quarles,* 35 Ala. 544; *Hewitt v. Anderson,* 56 Cal. 476; *Wilson v. Stump,* 103 Cal. 255, 37 Pac. 151; *Marvin v. Treat,* 37 Conn. 96; *Elkins v. Wyandotte County,* 86 Kan. 305; *Taft v. Hyatt,* 105 Kan. 35, 180 Pac. 213; *Ensminger v. Horn,* 70 Ill. App. 605; *Williams v. W. Chicago St. Ry.,* 191 Ill. 610, 61 N. E. 456; *Fidelity Co. v. Messer,* 112 Miss. 267, 72 So. 1004; *Smith v. Vernon,* 188 Mo. 501; *Howland v. Lounds,* 51 N. Y. 604; *Fitch v. Snedacker,* 38 N. Y. 248;

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on the premises of another than his employer, or in a public place, and yet be so close to the scene of his labor, within its zone, environment, and hazards, as to be in effect at the place, and under the protection of the act, which, on the other hand, as in case of a railway stretching endless miles across the country, he might be on the premises of his employer, and yet far removed from where his contract of labor called for."

[57] Larke v. John Hancock Mutual Life Insurance Company, *supra.* De Mann v. Hydraulic Engineering Company, 159 N. W. 380.

Sheldon v. George, 132 App. Div. 470, 116 N. Y. S. 969; *Couch v. State,* 14 N. D. 361, 103 N. W. 942; *Stamper v. Temple,* 25 Tenn. (6 Humph.) 113; *Broadnax v. Ledbetter,* 100 Tex. 375; *Tobin v. McComb,* 156 S. W. (Tex. C. A.) 237; *Choice v. City of Dallas,* 210 S. W. (Tex. C. A.) 753; *Reif v. Paige,* 55 Wis. 496, 13 N. W. 473.

The dissenting opinion in the case under discussion follows what by many Americans is supposed to be the line of reasoning of the early case of *Williams v. Carwardine,* 4 Barn. & Adolph. 621. The offer is construed as a general promise to anyone who performs the act. If the one offering the reward secures that for which the reward was offered, an obligation to pay is created regardless of the motives of the claimant. This doctrine is based on the theory that no one shall be allowed to enrich himself unjustly at the expense of another. It denies that the relationship created is strictly contractual, but imposes instead a *quasi*-contractual obligation on the part of him who has been enriched. This is indeed a dangerous doctrine. For if a person can recover a reward which has been offered but of which he has no knowledge, or which he does not at that time intend to accept, it is equally true that he can recover a reward when none in fact has been offered. *Reeder v. Anderson,* 4 Dana 193. A promise not known or relied upon is the same as no promise at all. The same obligation to pay would rest upon the person for whom the service was rendered. If such a doctrine is upheld there would be a legal obligation resting on men to reward their neighbors for every friendly office they may bestow, a policy which should not be encouraged. (See 62 Cent. L. J. 105.) However, the following cases deny that the essentials of a binding contract are necessary for the recovery of a reward, holding that knowledge of the offer and intent to claim are not requisite to a recovery. *Eagle v. Smith,* 4 Houston (Del.) 293; *Dawkins v. Sappington,* 26 Ind. 199; *Sullivan v. Phillips,* 178 Ind. 164; *Board v. Davis,* 162 Ind. 60; *Everman v. Hyman,* 26 Ind. App. 165, 28 N. E. 1022; *Auditor v. Ballard,* 72 Ky. (9 Bush) 572; *Russell v. Stewart,* 44 Vt. 170; *Drummond v. U. S.,* 35 Ct. Cl. 356.

A few jurisdictions have had occasion to distinguish between rewards offered by individuals and corporations and those arising by statute or court record in such a manner as to make it clear that the offer is not an offer to contract but the creation of a legal right to exist when a particular act is performed, regardless of contract. In these cases notice of such an offer is not necessary before recovery. *State v. Smith,* 38 Nev. 477, 151 Pac. 512; *Choice v. Dallas,* 210 S. W. (Tex. C. A.) 753. There is ample justification for this distinction. However, it seems evident that the case of *Arkansas Bankers' Association v. Lignon, supra,* based on the theory of contract, follows the best rule in cases of this nature. F. A. E., '28.

DESCENT AND DISTRIBUTION—STATUTORY DIVISION AMONG HEIRS OF PREDECEASED SPOUSE.—Plaintiffs, Margaret Russell, representing the heirs of the first predeceased husband of one Annie Milne, and Harold and Florence Chase, constituting the heirs of the second predeceased husband of Annie Milne filed a joint petition against defendant, Charles Nelson, beneficiary under the will of the said Annie Milne to contest the validity of the will. Defendant by way of demurrer specified that there was a misjoinder of parties plaintiff, alleging that the heirs of the first deceased husband of intestate had no interest in her estate. Deceased died leaving no descendants. The kindred of both the predeceased husbands of intestate claim an interest in the estate by virtue of Section 305, Revised Statutes of Missouri, 1919, which reads: "If there be no . . . descendants . . . capable of inheriting, the whole (estate) shall go to the kindred