1961

# Vol. 10, No. 19, March 30, 1961

University of Michigan Law School

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PUBLISHED WEEKLY BY
THE STUDENT BAR ASSOCIATION OF THE UNIVERSITY OF MICHIGAN LAW SCHOOL

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OUR MAN IN HUTCHINS: Dean Allan Smith is reviving an old custom of meeting the senior class at his home during the Spring. On three successive Sundays, April 16, 23 and 30th, groups will be invited for supper. The lists for the respective dates are located on the bulletin board, and the Dean asks that those who can attend indicate the fact on the posted list. . . . The Law School risks losing a large percentage of the faculty if the Editors of the Law Review are successful in their suit filed in Washtenaw County Court. A hearing open to the public is planned April 11.

INTERNATIONAL LAW

Private funeral services were held Monday (March 27) at St. Helena, Cal., for Edwin DeWitt Dickinson, 73 former University of Michigan professor of International Law. Prof. Dickinson received his Juris Doctor degree at the U-M in 1919 and served on the faculty from then until 1933. He subsequently became dean of the University of California School of Jurisprudence and taught at the University of Pennsylvania and Hastings College of Law.

Dickinson was a graduate of Carleton College, Northfield, Minn. (A.B., 1909), Dartmouth (A.M., 1911), and Harvard (Ph.D., 1918). He returned frequently to Ann Arbor after joining the University of California faculty in 1933 to visit his parents and friends in this community.

LABOR LAW:

In the past year, three key U.S. Supreme Court decisions have clearly widened the jurisdiction of labor-management arbitrators, Associate Dean Russell A. Smith of The University of Michigan Law School told the Cleveland Bar Association Saturday, March 25. Prof. Smith described the decisions reached in the Warrior & Gulf, Enterprise, and American Manufacturing cases as "a kind of emancipation proclamation for arbitrators." The three verdicts indicate a strong federal policy favoring a liberal interpretation of issues subject to arbitration and "a highly restricted role for the courts," he continued.

A well known arbitrator himself, Prof. Smith interprets the decisions to mean that "even a patently frivolous or untenable claim" must be subject to arbitration "unless there is clear and specific evidence" that this is not intended under an individual labor-management agreement. This means that arbitration should not usually be interrupted before it begins, and that the courts will at least have the benefit of the arbitrator's thinking before ruling on any challenge of the arbitrator's decisions. However, the courts still retain ultimate power to determine the scope of an arbitration clause in industry, he noted.

A review of lower court decisions made since the Supreme Court rulings show that some courts have adopted this interpretation, permitting or requiring arbitration to proceed without judicial intervention. On the other hand, some courts have remained "non-believers," Prof. Smith said. "Full and complete conversion to an unpalatable view takes time and a considerable amount of judicial skull cracking," he commented. "Management will find much that is disquieting about the 1960 decisions," Prof. Smith said, and may be tempted to write increasingly detailed prescriptions of the scope of arbitration and of 'management rights' into their labor contracts. He suggested however, that this approach might serve to complicate the bargaining at the expense of more important subjects.

# ON BEING OF SOUND MIND

One day, acknowledging my years,
My duty and my fate,
I wished to draw a simple will
Bequeathing my estate.

I owned a share of worthless stock,
A nineteen-thirty Nash,
A bond that had defaulted, and
Some eighty cents in cash.

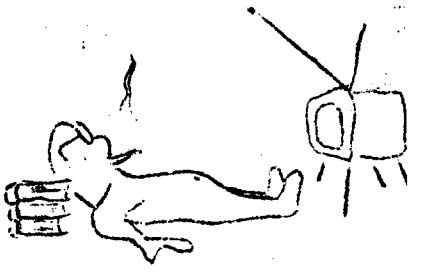

I went me to a legal firm,
McGregor, Cohn & Riley;
Their desks were rare mahogony,
Their carpets rich and piley.

I said, "I wish to draw a will
So simple I can read it . . .
All that I own I leave my wife
And herewith give and deed it."

The partners three they cornered me...
Their breaths were sharp and hot:
They screamed one shrill and fearful scream,
One unbelieving "What!!!"

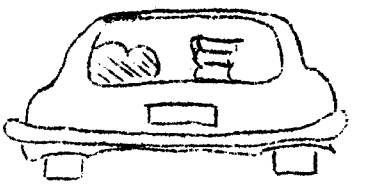
I sunk me in a shrivelled heap
And speaking from my knees,
"You win," I cried, "it's my mistake...
Write anything you please!"

They penned a bulky manuscript
Of fifty legal pages
From which I gleaned a doubtful glean
In slow and painful stages.



The clauses were more numerous
Than lettuce seeds at Burpee's.
Two hundred three conveyances
And sixty-six "per stirpes."

"Whereas-es" dotted every line
As also did the "wherefores".
I counted ninety "Be it knowns"
And twenty-three "Now therefores."



I sold my Nash to pay the fee
(For claims at death are risky)
And then to celebrate I spent
My eighty cents for whiskey.

For now my wife was authorized
In strictly legal jargon
To sell, convey, transfer, assign,
Deliver, give, or bargain,


To execute, to leave, provide,
Devise, bestow, or proffer,
To deal in, settle, or release,
To authorize or offer,

To lease, invest, or re-invest,
To burn, bequeath, or venture
One share of worthless watered stock
And one defunct debenture.