

RECENT CASES

Bills and Notes—Joint and Several Obligation—[Illinois].—A promissory note was, by its terms, joint and several. The second paragraph of the note provided “. . . the makers and all endorsers hereof severally waive presentment for payment . . . and . . . authority is hereby irrevocably given to any attorney of any court of record . . . [to] confess judgment against the undersigned . . .” The note was signed by two persons and judgment was confessed against one of the two signers. *Held*, the warrant of attorney, like the note itself, was several as well as joint, and judgment was properly confessed against one of the two signers. *Farmer's Exchange Bank of Elvaston v. Sollars*, 353 Ill. 224, 187 N.E. 289 (1933).

The power to confess a judgment must be clearly given and strictly pursued, and if power is given to confess judgment against the promisors jointly, a confession of judgment against one severally will render the confession and judgment on it void. *Keen v. Bump*, 286 Ill. 11, 121 N.E. 251 (1918), *Wells v. Durst Chevrolet Co.*, 341 Ill. 108, 173 N.E. 92 (1930). Apparently the Illinois statute requiring that “all joint obligations and covenants shall be taken and held to be joint and several obligations and covenants” does not apply to confessions of judgment. Ill. Cahill's Rev. Stat. (1933), c. 76, § 3; see *Keen v. Bump*, 286 Ill. 11, 121 N.E. 251 (1918). That a note is in terms joint and several will not authorize a several judgment against one of the makers on a joint confession of judgment clause. *Mayer v. Pick*, 192 Ill. 561, 61 N.E. 416 (1901).

In *Mayer v. Pick*, 192 Ill. 561, 61 N.E. 416 (1901) the confession of judgment was held joint where the language of the confession was “we authorize,” even though the note was joint and several. The court distinguished the present case from the *Mayer* case because of the use of the words “the undersigned” (which might refer to each signer) in the confession clause, and of the word “severally” in the preceding waiver of presentment clause.

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Certiorari—Scope of Review—Revocation of Medical License—[Illinois].—Proceedings were instituted under the Medical Practice Act, Ill. Smith-Hurd Rev. Stat. (1933), c. 91, § 16a(3), to revoke the defendant's license to practice medicine, charging him with gross malpractice, resulting in the permanent injury of a patient. *Certiorari* to review an order of the Medical Committee revoking defendant's license was quashed, and defendant appealed. *Held*, reversed and remanded, on the ground that the committee in making its order had adopted an erroneous rule of law. *Schireson v. Walsh*, 354 Ill. 40, 187 N.E. 921 (1933).

Briefs filed in the case reveal that the record brought up contained findings by a committee of physicians that the patient was diagnosed for bow legs by means of a photograph, despite the fact that the only proper method of diagnosis was by X-ray or fluoroscope; that even the photograph did not reveal a case of bow legs; yet the defendant performed an unnecessary operation, which eventually necessitated the amputation of both legs. In finding the defendant guilty as charged, the committee applied