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The President's Page

A M. Kvello

THE PRESIDENT'S PAGE

I asked a prominent member of the State Bar Association, some time ago, why he did not take a more active part in the affairs of the Association. He replied, in the Irish way, by asking me a question, namely: "What has the Bar Association ever done for me?" I, therefore, want to address myself to the suggestion contained in this question.

In the first place, my friend was laboring under the illusion that the State Bar Association was some outside agency that, in some way, by itself, was supposed to function and do things for the lawyers of the State. He has, evidently, forgotten the fact that the Association is his Association, and that the greatest amount of possible benefit to him will come through his agency. His position is a good deal like that of a gentleman of whom I have recently read.

Mr. Rankin was a rich Scotchman, who owned a large number of farms. He had a hobby for collecting mules. He was a mule connoisseur, and, whenever he found any, singly or in droves, that suited his fancy, he bought them regardless of price, and placed them on his farms. One day, as he was sitting in a barber shop, looking out of the window, he noticed a fine span of mules being driven up the street. They came along, with heads up and ears forward, and his expert eye saw at once that they were fine mules. He went out into the street, stopped the driver, and said: "I want to buy those mules. What do you want for them?" The driver, who did not recognize his employer, said he could not sell them as they belonged to his boss, Mr. Rankin. The latter gentleman, the great connoisseur, had not recognized his own mules.

Now, the Association is your "mule," and if this mule is going to get anywhere or do anything for you or anyone else it is up to you to recognize and look after your own mule.

Our own late Judge Bagley wrote this:

"If the profession of law is to continue to possess and to hold its honored place we must present a united front to all encroachments upon our ancient rights and privileges. How can we best hold the bridgehead against the Etruscan hordes of big business. We can do it only by standing shoulder to shoulder, shields overlapping, the sword of the champion lending edge to the sword of the novice and weakling. To secure this united front, this mutual co-operation, friendship and deep feeling of fraternity are essential."

President Pritchett, of the Carnegie Foundation, in his report of his conclusions reached in a recent study of legal education, has stated:

"In our own country there is a widespread desire for an improvement in the administration of the law. This conviction in the public mind has served, also, to focus attention upon the members of the legal profession. Intelligent men appreciate clearly that the lawyer is a member of a public profession, and that he has responsibilities that can be efficiently discharged only through his due appreciation of his public relation."

It is important that every member, from the oldest to the youngest recruit, appreciate these facts. That the Bar of North Dakota is awakening to these facts is very evident from the activities of the local units. It is very gratifying to note that local districts are undertaking the task of selling the Association to its members. The Fifth Judicial

District Committee at Minot is committed to a program of selling the Association to its membership, not only through public meetings, but through the Press, and also to sell the Association to the public by the same methods.

When we ask ourselves the question, "What can I do for the Association?", and, in answer to the question, give to the Association our best thought and service, we will then be discharging a large part of our responsibility. Our voice will then be something more than a cry in the wilderness. It will be as the voice of authority. There will be no reason or necessity, then, for asking the question, "What is the Association doing for me?", because it will have been answered in constructive benefits to the lawyers of the State and to the public whom we serve.—A. M. KVELLO, President.

REVIEW OF NORTH DAKOTA DECISIONS

A. E. ANGUS

Smith vs. Langmaack: Action on a joint and several promissory note made by defendants to plaintiff. The promissory note was executed after adjudication in bankruptcy, and before discharge, in recognition of an indebtedness listed in the bankruptcy proceedings. Bankrupt's wife signed the note, which was given to the creditor on his promise not to make any further opposition to a discharge in bankruptcy and not to take for collection any claim against the bankrupt. From a judgment for defendant bankrupt in the trial court, plaintiff appeals. HELD: Reversed. A promise to pay a pre-existing debt made by a bankrupt, after his adjudication as such but before his discharge, will not be impaired by a subsequent discharge. The moral obligation is sufficient to support a new promise to pay the debt.

Schulkey vs. Brown: Action for personal injury as the result of a collision between horse and auto, in which facts showed that plaintiff was driving a horse without a bridle, that the horse became frightened a considerable time before defendant's automobile passed it, and got in the center of the road, that the defendant did not apply the brakes. HELD: Affirmed. An instruction to the effect that if the jury find that a signal to stop was given and the driver of the auto saw the signal and it appeared that the horse was unmanageable and running away then it was the duty of the driver of the car to prevent collision between horse and auto, is not error. Questions of negligence and contributory negligence are for the jury, and verdict thereon is conclusive.

Baird vs. Eidsvig: A bank was closed and plaintiff took charge as receiver. On his petition an assessment was levied by court order for full amount of added statutory liability on capital stock. Later the directors made application for reopening to Guaranty Fund Commission, which was granted on condition that they put the bank in a solvent condition. The bank then operated for three years and was again closed, the court levying another assessment on the same stockholders. The stockholders refused to pay the second assessment and this action is for its recovery. HELD: Payment of assessment by stockholders for the purpose of liquidating their bank ends the stockholders' liability. Here, however, the payment of the first assessment was not for liquidation of the bank but to enable it to re-open, therefore, such payment did not discharge the double liability.