



1943

Lawyers in Service

North Dakota Law Review

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year. Only a few have responded to our request in the last issue of Bar Briefs. The matter will be submitted to the Executive Commission soon for their decision.

The Supreme Court of Minnesota made some very timely remarks in its decision in the case of *In Re Calich's Estate*, 8 N. W. (2d) 337, concerning the practice of law by laymen, as follows:

"If this court were to sustain appellant's position as to the existence of the purported lost will, it would necessitate giving legal effect to a will drawn by a layman engaged unlawfully in the practice of law. Although we hold, adversely to appellant, that there is ample support in the evidence for the trial court's findings that no will was executed, yet in view of the fact that appellant's claim is predicated upon the unlawful practice of law by a layman, we feel it our duty to comment upon this phase of the case. The dangers and pitfalls created when laymen encroach upon the legal profession by attempting to draw legal documents are too obvious to require extended discussion. * * *

"The unauthorized practice of law by laymen is so inimical to public welfare and results in such serious losses to those who engage such service that we feel it again necessary to vigorously condemn this practice and urge the prompt and aggressive prosecution of violations of this provision of the statute."

I wish we could get our press to give some publicity to statements of that kind by the Courts.

O. B. HERIGSTAD,
President.

LAWYERS IN SERVICE

The 1943 list of licensed attorneys will contain the names of the members of the Bar who are in military service and who, for that reason, will not be liable for the annual license fee. There has been compiled by the Secretary of the Bar Board the names of those known to be so engaged. If there are others, it would be appreciated if their names were sent to J. H. Newton, Secretary State Bar Board at Bismarck.

Following is the list compiled by him:

Agneberg, Paul	Coyne, Eugene E.
Perth	Walhalla
Austin, W. J.	Crane, Charles E.
Bismarck	Medora
Bjella, Arley R.	Davies, Ronald A.
Epping	Grand Forks
Brickner, Clair F.	Edenstrom, Vernon W.
Fargo	Fargo
Buck, Jr., Charles S.	Eichhorst, Wm. W.
Jamestown	Medora
Cameron, Neil	George, T. E.
Bismarck	Medina
Carpenter, Gordon J.	Gilles, Leonard A.
Amidon	Fargo

- Goplen, Arnold O.
Bismarck
- Grimm, Wayne
Washburn
- Grimson, Lynn G.
Rugby
- Hager, Harold M.
Fargo
- Hanley, Jr., James M.
Mandan
- Heller, Gordon H.
Fargo
- Houck, E. A.
Mandan
- Hoverson, C. T.
Fargo
- Huseby, Lyle Eugene
Grand Forks
- Kellogg, Theodore
Dickinson
- Kilgore, James L.
Bismarck
- Knezevich, W. R.
Bismarck
- Kretschmar, B. E.
Venturia
- Kuhfeld, Albert M.
Beach
- Langsteth, G. E.
Bismarck
- Lanier, Jr., P. W.
Fargo
- Leo, James E.
Grand Forks
- Lindell, Gustav A.
Washburn
- McGrath, Wm. P.
Fargo
- Monson, Leigh J.
Fargo
- Mowery, Harry O.
Fargo
- Murray, William S.
Bismarck
- Nelson, Carlton G.
Grand Forks
- Neste, Roy A.
Park River
- Ottis, John Gordon
Fargo
- Palda, Robert W.
Minot
- Palmer, Everett E.
Williston
- Powers, Joseph M.
Fargo
- Purcell, R. Alvin
Grand Forks
- Reichert, W. Ray
Dickinson
- Rex, S. Theodore
Grand Forks
- Ritchie, Thomas N.
Valley City
- Sanders, Marvin O.
Ray
- Silverman, Sam S.
Grand Forks
- Smith, Bernard J.
Bismarck
- Smith, Leland J.
Fargo
- Snowfield, Ellis G.
Langdon
- Stewart, Ferguson C.
Grand Forks
- Swanke, C. Francis
Kulm
- Swenson, R. W.
Devils Lake
- Swinland, William A.
Lakota
- Toussaint, Leo R.
LaMoure
- Vandal, J. Arthur
Rolla
- Wartner, Jr., Aloys
Harvey
- Weiss, Roland B.
Carson

INSURANCE — WAIVER AND ESTOPPEL

The insured had taken out a conventional automobile liability policy which restricted the authority of the agent to waive or change any part of the policy or to estop the company from asserting any right under the terms of the policy which was accepted by the insured. The policy was "notice" to the insured of all its terms. The insurer's agent had knowledge that one automobile covered by the policy was owned by the insured's wife, notwithstanding a declaration in the policy that the named insured was the sole owner of all automobiles therein listed. Held, that the