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Attention, Committee Chairmen

North Dakota Law Review Associate Editors

Bank sold defendants notes totaling $9,185.39. Defendants I. and S. were sureties on depository bond of Bank M. I. was president of Bank F. He was about to leave, hence, declined to sign a new bond, but agreed to buy enough paper from Bank M. to enable it to pay off county deposits. The best paper was selected. R., the president of the M. Bank, signed a check in advance for the amount due the county, which was afterwards delivered by I. The money for the deposit in F. Bank was furnished by defendants I. and S., who claimed to be acting for themselves and not F. Bank. The amount actually paid was not $9,185.39, but $9,000.00, and no deposit credit appeared on books of F. Bank until Oct. 13, 1930, when Receiver took charge. The receipt of S., however, specified that the amount was to be credited to M. Bank's account in F. Bank at time of the note purchase. HELD: That an insolvent bank may not prefer a depositor by the sale of notes, the proceeds of which are used to pay the deposit. Knowledge of an officer of a bank is not notice to the bank, except when such officer is acting for the bank. Here I. was not acting for Bank F. That bank never had the notes sold, and never got title to the special deposit made by I. and S., as the deposit and transfer to the county were made at the same time and as authorized by I. The Court asked this question: "If M. Bank had been a sound institution the bondsmen would not have been so anxious to get off the bond and even if they did decide to retire the bond with cash, why did they not deposit the money in M. Bank and let M. Bank pay the deposit with its own draft, or furnish another bond and retain the deposit as part of the assets?" Judgment is reversed so far as F. Bank is concerned, but affirmed as to defendants R. S. and I., I. and S., as bondsmen, being subrogated to the rights of the county so far as dividends on liquidation are concerned.

UNAUTHORIZED PRACTICE

Several letters have come to the Editor recently expressing, in no uncertain terms, their disapproval of what they term "the failure to accomplish anything" concerning the unlicensed practice of law. One letter criticized the present committee, another referred to the "extraordinary expenditure" for investigation purposes recently published.

May we say, in all sincerity, that this present committee is entitled to some consideration before being condemned. Its appointment was not made until just before Christmas. It could not organize until recently. It is serving without remuneration, other than its expenses. It may have sufficient evidence on hand, as indicated in the report at the annual meeting, but it should not proceed hastily in making its first legal approach to the problem. We believe the committee will act, and that it will act with effect, but it must act deliberately and with the important consideration of choosing the best possible case with which to make its start.

We invite your patience and tolerant consideration.

ATTENTION, COMMITTEE CHAIRMEN

President Cain desires the next annual meeting to be one of outstanding accomplishment. In order to make that desire effective, the chairmen of committees of the State Association are requested to file their reports with the State Secretary on or before the 1st of June,

1934, in order that the District Meetings, which are planned for the month of July, may have an opportunity to consider, in advance of the annual meeting, every proposal or recommendation that may be up for consideration at the annual meeting.

In this connection, we refer each member to the report on Criminal Law and Procedure of last year, the bill offered by Mr. James Morris being found on pages 16 to 26, inclusive, of the December 1933 issue of Bar Briefs, and hope it will not be necessary to go to the expense of printing this bill a third time.

A MATTER OF ETHICS

X and Y, as assistants in the attorney general's department, are engaged in a prosecution. They announce that Z is an important witness in that proceeding. Z, however, had been under suspended sentence for grand larceny for several months, and, during those months, had made a further criminal record in another Court in the same city. Z, therefore, was not put on the stand, nor was any application made for the enforcement of his suspended sentence. X and Y, however, "offer in evidence" an ex-parte affidavit apparently signed by Z some time prior to the instant proceeding. Z was available as a witness, in fact, had been furnished employment so as to make him available. Was such "offer in evidence" ethical? We suggest this as a test question for the next class seeking admission to the Bar in North Dakota.

CRIME IN OFFICE

That language has been much before the public lately. Well, one A travelled from J to M, via V, on official business. He paid railroad fare from J to V and return. He travelled from V to M and return on a pass. The total railroad fare, J to M via V, is about $9.40. A filed a bill certifying to mileage paid at $22.00. The certificate reads "the money therein charged was actually paid for the purposes therein stated." A photographic copy of the voucher has been filed with the State Bar Board for reference. Look it over.

JUST AS A REMINDER

The American Bar Association Journal was kind enough to reprint our January article on "Practice of Law by Dead Men." That, we assume, was a recognition of the general application of the article. We desire to remind our own North Dakota lawyers, however, that the article had a direct and pertinent local application.

WHO KNOWS THE ANSWER?

Question raised by certain matter appearing in a Bismarck paper: Is Mrs. Mills an attorney, duly licensed to practice law? Is she practicing, or has she practiced law?

FAMOUS SAYINGS

Assistant Attorney General Verret: "Your Honor, that is all I have to offer, but Mr. Ellsworth has 'worked up' some evidence in this case."