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The Correspondence

North Dakota Law Review Associate Editors

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THE CORRESPONDENCE

Following the publication of the April issue of Bar Briefs, containing President Hutchinson's editorial on "The Lawyer's Duty," the following correspondence was had, terminating in the editorial in this month's issue, entitled "The Judge's Duty."

Burdick to Hutchinson

"You are accused by the Sheriff and State's Attorney of McIntosh County of ordering the sale of the home of Mr. Lay after these officers, or at least the sheriff had agreed to abide by the Proclamation of Governor Langer. You have also heard rumors of a recall against you, and I write to learn what your position is in reference to supporting the Proclamation. In your article in Bar Briefs you say, "His (a lawyer's) should be the last to be raised against orderly legal process in defense of human rights." That sounds good but just why you could utter such a noble sentiment after you had ordered the sale of a home in violation of the Proclamation is hard to understand. Just why you refused to give a home owner at Wyndmere additional time to save his home is also hard to understand. This I know you did but I am not sure about the McIntosh incident. If you are guilty in both cases of using your office to push people out of their homes in violation of law (the Proclamation is law until it is set aside) then you should be removed from office. You are a dangerous man to have on the bench. I don't know whether your own people want to recall you or not, and you surely will not be unless they desire it.

"You talk of redress of any wrong in court (certainly not in your court). A judge who will drive women and children out of a home they have occupied for 35 years, contrary to the proclamation of the Governor is totally unfit to be addressed as a judge. Why is it that you, alone, of all the judges in this state insist that home owners shall be driven out? Your conception of legal process is a process that will turn innocent children out on the roads to beg, just because you don't like the Governor's moratorium. That is not mine and I am one of the lawyers you state is going around the state raising his voice against such a damnable doctrine. You think the Bar Board should take a stand. I think they should too and in all events they should take the right stand.

"You may be looking for me, but just at present I am looking for you—to advise me whether the Sheriff and State's Attorney of McIntosh County reported the truth to me about your ordering the sale of that home.

"If the people of your district want to retain you as judge, I surely will not object, but if they desire to recall you, you will have ample opportunity to hear what I have to say about the matter, and you do not have to have it relayed by members of the Bar. Personally and for my clients I do not fear you as the law permits us to have our cases considered by judges in whom we have the utmost confidence. Your article in Bar Briefs was cowardly. You knew those to whom you referred

by inunendo could not command the space (or any space) in reply that you as president could command. Such action further illustrates your utter lack of fairness."—Usher L. Burdick, 4-21-1933.

Hutchinson to Burdick

"I have your letter of April 21st. Insofar as your letter refers to me as Judge it is unworthy of a reply, and therefore I make no reply. You, however, refer to me as President of the Bar Association, and to the fact that I have the use of Bar Briefs as such President. I am therefore replying to this part of your letter.

"I have the front page of the Bar Briefs to use and I here offer you the front page of the next issue to make such reply over your name as you see fit. Should the front page be insufficient I am advising the Secretary to give you such other space as you may want. It will be necessary that you write the Secretary of the Bar Association before May 1st, telling him how much space you will use, and it will further be necessary that your copy be in the hands of the Secretary before May 4th. I am sending the Secretary a copy of this letter.

"It might be of interest to you to know that I wrote the editorial in Bar Briefs before I had any intimation of any proposed recall."—Wm. H. Hutchinson, 4-24-1933.

ARE WE IMPOTENT?

Every little while we learn of some situation that is of vital concern to the profession, and then discover that the Bar Association and the Bar Board, jointly and severally, are as impotent as the Nabob of Hadash. The most recent evidence of the Bar Board's inability to do something for the members of the Bar is contained in its request to have the Bar Association challenge the Hon. Mr. Sneckloth, President of the American Protective Counselors Corporation of Los Angeles.

That organization is offering a "Service Contract," which invites the people of North Dakota to "insure protection" to all members of the family. We quote the letter in full:

"We are desirous of making contacts with the leading attorneys in your state as this organization is now completing negotiations for its state and branch agencies in as part of its plan of nation-wide operation.

"We offer the public a 'service contract,' based on insurance principles, which affords protection to all members of the family at a very reasonable rate, with services as follows:

"Representation in court, after arrest, for any misdemeanor under city or county ordinance; representation in court, after arrest, for any felony under state law; representation in court to prosecute or defend on civil suits as to property damage; free legal counsel on any matter.

"Other phases of our service contract provide for medical care and counsel on insurance matters. It is amply protected