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Charles C. Bradley/ Moratoriums/ West Company Explains

North Dakota Law Review Associate Editors

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CHARLES C. BRADLEY

Another name has been added to the long list of those who have become martyrs to their fidelity. It is that of Charles C. Bradley, of Iowa. It is just a trick of fate that the name was not some other name, for, from all reports, incitation to such an attack has been frequent and sufficient elsewhere.

It is time for men to speak boldly and frankly. Such an attack should not be permitted to go unrecorded (except in daily newspapers) and undefended (except in private conversation). If those who believe in constitutional government are to go down, why not go down fighting, fighting bravely, fighting for that very ideal that was given birth in the travail of disorganized colonies, and that will be heralded anew as the guiding light of this Republic by the human participants in any kind of a new deal that may hereafter come—except under Communistic auspices.

An America that makes "a scrap of paper" out of the fundamental law of the land and commits such atrocious outrages in the name of justice, can have, will have, no effective weapon with which to restore peace to this troubled world.

This is no time to attempt the achievement of any aims through violence or threats of political reprisal. This is a time for calm counsel, for sane and sensible action, for a firm adherence to the fundamental safeguards of a land of law and order.

All honor to Charles C. Bradley! Battered, but unafraid—beaten, but unconquered—defiled, but unspotted—he carried his cross, and stood alone in Gethsemane.

MORATORIUMS

The Supreme Court of North Dakota had opportunity to pass upon moratorium legislation in three cases: *Thress vs. Zemple*, 42 N. D. 599; *Strand vs. Larson*, 45 N. D. 7; and *Olson vs. Brown Co.*, 47 N. D. 544.

In *Strand vs. Larson*, Judge Robinson dissented in this language: "I dissent on the ground that Congress had ample authority to pass all acts necessary to protect the soldiers. There is no reason for a state to supplement the acts of Congress by impairing the obligations of contracts." (See Chap. 10, Laws of 1918.)

Judge Bronson wrote the majority opinion in each case. Because Chapter 10, 1918 Laws, impaired the obligation of contracts, and was decidedly of an emergency character, it was given strict construction.

The 1933 Legislature passed no Moratorium Act, and the people of the State repudiated an initiated measure.

WEST COMPANY EXPLAINS

Requests from several attorneys for an explanation for the failure of the West Publishing Co., to reduce prices on the N. W. Reporter, led to inquiry of the company, and this, in the main, is the reply received:

1. The company did not increase prices during the 1929 high price period;
2. The cost per 100 cases is, at present, \$1.17;
3. Comparison of volume 244 (recent) with volume 172 (prior to price change of 1920) shows a cost, at that time, of \$1.07 per 100 cases;
4. The unit price, therefore, is practically unchanged.