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Executive Committee Action

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EXECUTIVE COMMITTEE ACTION

The first meeting of the 1927-28 Executive Committee was held at the offices of President Lawrence in Fargo on October 6th, every member of that Committee being in attendance. Included in the business transacted, the following appear:

Bids for the printing of the proceedings of the annual meeting of 1927 were opened and considered, the contract for such printing being awarded to the Bismarck Tribune as the lowest and best bidder.

President Lawrence was authorized to confer with the Lawyers Cooperative Publishing Company and arrange, if possible, for the completion, to date, of Hill's Digest of North Dakota Decisions. In the event that proper assurance is not forthcoming, the President was authorized to take the matter up with other publishers; to the end that North Dakota lawyers may have an up-to-date digest at an early date.

Hon. Geo. M. McKenna, Judge of the District Court of the Third District, was selected to represent North Dakota at the meeting of the American Law Institute to be held at Chicago, October 27, 28 and 29. The matter of inviting the Associations in near-by states to a conference to be held at some point in North Dakota for the analytical consideration of some of the tentative drafts already prepared and printed was held over for the time being.

In order to create a greater interest in the work of the Law Institute on the part of North Dakota lawyers, and to obtain their contribution to that work through critical analysis of the tentative drafts, the Secretary was instructed to supply each organized district association with two copies of the publications on hand. They are: *Torts*, No. 1 and No. 2; *Contracts*, No. 1 and No. 2; *Conflict of Laws*, No. 1 and No. 2; *Agency*, No. 1.

Prof. Fowler V. Harper of the University Law School appeared before the Committee and presented alternate proposals for assistance in the publication of the Dakota Law Review. After hearing Mr. Harper, and giving full consideration to all phases of the subject, the Committee decided to continue Bar Briefs as a monthly publication, under the direct editorial supervision of the President and Secretary. It was felt, however, that the efforts of the Law School to give the State a more pretentious publication in "Dakota Law Review" should be recognized, and not only recognized, but endorsed in every way possible by the Association. The "Dakota Law Review" and the staff of the University Law School were, therefore, given the unanimous endorsement of the Executive Committee, without participation, however, in the policies of such publication, editorial or otherwise. Provision was made in the Association budget for the contribution to such publication of the sum of Two Hundred Dollars for the year 1927-28, which sum represents the maximum that was available after giving due consideration to the program of the Association for the year.

The budget, as finally approved and adopted, shows the following:

Publication 1927 Proceedings	\$600.00
Printing and Postage	150.00
Executive Committee	350.00
Citizenship Committee, including Prizes	350.00
President	200.00
Secretary - Treasurer	600.00

Bar Briefs	425.00
1928 Annual Meeting	600.00
Legislative Committee	100.00
Miscellaneous Emergency	150.00
Dakota Law Review (Law School)	200.00
	\$3725.00

Minot was selected as the place for holding the 1928 annual meeting, and the tentative dates fixed between September 1st and 15th.

AMERICA AND THE WORLD COURT

In our July issue we referred briefly to certain questions put to us by the American Foundation Maintaining the American Peace Award, and, by way of rejoinder to our item, we are asked: "Is it not true that the whole basis of international law is unanimity, and that this makes the situation rather different from that of national laws and national courts, since these laws are not set up by the unanimous consent of all citizens?"

We answer the foregoing by saying that this appears to us like making distinctions without a difference. We know of no private contracts without a meeting of the minds of the contracting parties, and meeting of the minds suggests "unanimity" to us; but we know, also, that the utmost of harmony and unanimity existing at the time the parties sign their respective names to a document may quickly change to very determined opposing convictions, so determined, indeed, that only the power behind the LAST COURT IN THE LAND can dispose of the issue. And, just as many a signer of a private document determines when and under what circumstances he will accept the second party's interpretations or fight it out to the last court—and the potential force and power back of it—so individual nations, no matter how freely or how often they submit their differences to a world court, will make the determination when the test comes, and, if the conclusion of the collective will of the individual nation is that the issue is grave enough, then the fact that there is no power to compel submission to the court's decision will have much to do with the determination of the question whether or not the individual nation abides by an adverse decision.

The Foundation also requests consideration of the following interpretations of the second part of the fifth reservation to U. S. participation in the World Court. The reservation reads: "Nor shall it (the Court), without the consent of the United States, entertain any request for an advisory opinion touching any dispute or question in which the United States has or claims an interest."

It is claimed by members of The Foundation that the reasonable legal interpretation (see October Atlantic Monthly) is that this "authorizes the U. S. to oppose the giving of an advisory opinion by the Court in cases in which the U. S. is a party, and also in cases in which the U. S., while not a party, has a direct material interest, the Court being the judge as to the existence of the interest."

We feel constrained to take issue on that point. However desirable it may be to have the reservation in that form, it isn't in that form,