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PROCEDURAL REFORM

Dean Roscoe Pound of the Harvard Law School lays down the following canons of procedural reform:

1. "Legal procedure is a means, not an end; it must be made subsidiary to the substantive law as a means of making the law effective in action. That procedure is best which most completely realizes the substantive law in the actual administration of justice.

2. "There should be no such thing as an individual procedural right, i. e., a recognized absolute claim to a procedural advantage merely as such.

3. "The ideal of mechanical disposition of one narrow issue or of one simple application for a specific remedy should be replaced by an ideal of complete disposition of entire controversies in one proceeding in which all the remedies of the legal system are available in order to give full effect to the substantive rights of the parties. (Read this one over again.)

4. "The ideal of appellate procedure should be not a separate proceeding in a distinct tribunal but an application for rehearing, new trial, vacation, or modification, as the case may require, made in the same cause before another branch of the same tribunal."

The more one hears or reads of the discussions by such competent authorities as Dean Pound, the more is one impressed with these facts: That lawyers as a group must deal with the question of procedural reform and that in order to deal effectively with the question of rule-making power must be restored to the courts. It may be difficult to convince the layman in the legislature that such power is inherent in the courts or that it is properly placed there if not inherent, but the effort to convince him should be made and that right speedily. (Since this was written, the association has taken definite steps towards this end.)

REVIEW OF NORTH DAKOTA DECISIONS

First National Bank of Le Sueur v. Bailey et al. A note taken by a grain commission house was sold to plaintiff bank for full value within a reasonable time after its execution. The maker claims an agreement with the commission house that the note should not be negotiated. The president of the commission company was also president of the plaintiff bank, but in selling the note to the bank another officer represented the bank. In an action on the note it is claimed the bank is not a holder in due course. HELD: When a holder of a negotiable instrument has shown that the instrument was purchased before maturity, and for a valuable consideration, he is presumed to be a holder in due course. When the president and active manager of a brokerage company, acting for such company, sells a negotiable note to a bank of which he is also president, the cashier of the bank acting for the bank in the purchase of the note,