8-1938

Deaths

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An Anti-Integrated Bar Misrepresentation Exploded

Much publicity has been given in the past two years to a story relayed concerning a lawyer in an integrated bar state, who was reported to have lost a $4,500.00 fee because he failed to pay his annual $2.00 consolidated bar assessment. The facts seem to be that the fee was charged for collecting on insurance policies in an uncontested matter; one policy being paid within 17 days and the other within thirty days from proof of claim. A jury had found there was no express contract for the lawyer’s compensation. The judgment was affirmed on appeal. The lawyer then sued on a quantum meruit and the court, without a jury, awarded him a judgment for $4,500.00. The beneficiary appealed, and the lawyer was not allowed to recover, because of failure to pay his $2.00 annual registration fee; imposed by an Act passed in 1921. The humor of the argument against bar integration, based on this incident, is that the services for which this large judgment was rendered, were performed, and the $2.00 fee was assessed, two years before there was any Integrated Bar in that state. The story is valuable, as showing to what lengths the adversaries of integration will go, in their efforts to bring the program into disrepute. (On this case see Journal of American Judicature Society, Vol. 22, No. 1, p. 21: issue of June, 1938; and Vol. 19, p. 185, issue of April, 1936.)

DEATHS

Charles J. Ryan, aged 63, Fort Wayne. Judge of Allen Superior Court, No. 1; died July 11, 1938.


Winslow S. Pierce, aged 81, formerly of Indianapolis. Died July 23, 1938.

RECENT CASE NOTES

PARTNERSHIP—POWER OF LIQUIDATING PARTNER TO BIND THE PARTNERSHIP.—Suit by receiver of a bank against the estate of one Betts upon two notes executed after the death of Betts by the surviving partners of the firm of which he had been a member at the time of his decease. The notes were made to evidence a loan of funds which were borrowed for the purpose of being used and were actually used in completing the performance of a construction contract with a railroad company. Although the written contract with