CHAPTER 481

ATTORNEYS AT LAW

481.01 BOARD OF LAW EXAMINERS; EXAMINATIONS.

HISTORY. R.S. 1851 c. 93 ss. 1 to 4, 8; 1856 c. 5; P.S. 1858 c. 82 ss. 1 to 4, 8; G.S. 1866 c. 88 ss. 1 to 4, 8; 1877 c. 123 s. 1; G.S. 1878 c. 88 ss. 1 to 4, 8; 1883 c. 104; 1889 c. 93; 1891 c. 36 ss. 1 to 7; G.S. 1894 ss. 6172 to 6177; R.L. 1905 s. 2278; G.S. 1913 s. 4945; G.S. 1923 s. 5685; M.S. 1927 s. 5685.

Rules of the supreme court for admission to the bar. 149 M XX.

Laws 1929, Chapter 424, clearly violates the equality provisions of the constitution. In re Humphrey, 178 M 331, 227 NW 179.

The charges against the respondent being a systematic and organized solicitation of personal injury cases, it is proper to receive and consider respondent's practice in that respect from its inception, regardless of the two-year limitation in the code. Where a case has been settled, the findings of the referee in a disbarment proceeding are not conclusive, and the petitioner or prosecutor may challenge the same as contrary to the preponderance of the evidence. In re McDonald, 204 M 61, 282 NW 677, 284 NW 888.

Only attorneys at law may practice in municipal courts. 1912 OAG 493, Nov. 13, 1912.

State board of law examiners; governor's power of appointment. 1922 OAG 497, Sept. 30, 1922.

Report of committee on legal education; state bar association. 4 MLR 553.

Inherent power of the courts. 20 MLR 457.

Reciprocal and retaliatory legislation relating to the practice of law. 21 MLR 376.

481.02 UNAUTHORIZED PRACTICE OF LAW.

HISTORY. R.S. 1851 c. 93 s. 8; P.S. 1858 c. 82 s. 8; G.S. 1866 c. 88 s. 8; G.S. 1878 c. 88 s. 8; 1891 c. 36 s. 8; G.S. 1894 s. 6179; 1901 c. 282; R.L. 1905 s. 2280; G.S. 1913 s. 4947; G.S. 1923 s. 5687; M.S. 1927 s. 5687; 1931 c. 114 s. 1; M. Supp. s. 5687-1.

A contract between a layman and a lawyer, by which the former undertakes and agrees, in consideration of a division of fees, to hunt up and bring to the attorney persons having causes of action against railroad companies for personal injuries, is contrary to public policy and void. Holland v Sheehan, 108 M 362, 122 NW 1.

There is no constitutional provision conferring upon the accused the right to make the closing argument to the jury in his own behalf. He is guaranteed the right of having assistance of counsel for his defense, and counsel cannot be imposed upon him against his will, but if he elects to be represented by counsel who conducts the defense until the time comes to make the argument to the jury, he cannot ostensibly discharge them and insist on making the closing argument himself, especially when he did not take the stand on his own behalf. State v Townley, 149 M 5, 182 NW 773.

A plaintiff who is not an attorney of this state may sign a summons in his own behalf, and the fact that his signature to it in behalf of his coplaintiff is invalid, merely results in a defect of parties plaintiff. Francis v Knerr, 149 M 122, 182 NW 988.

An attorney's lien on a judgment he has secured for his client is superior to that of an attaching creditor of the client. It is unimportant that the attorney claiming the lien is a non-resident. Barnes v Verry, 154 M 252, 191 NW 589.

Refusal by the trial court to permit a disbarred attorney to appear for a corporation was proper, even if he owned all of its corporate stock. Cary v Satterlee, 166 M 507, 208 NW 408.

Defendant was employed by a bank on a fixed annual salary. By agreement he was to continue to practice law not for the bank alone but generally for others, all fees earned to become the income of the bank. Held, that such acts were deemed the practice of law by the bank and defendant was guilty of misconduct. In re Otterness, 181 M 254, 232 NW 318.

The practice of a county attorney in attempting by the use of criminal process to collect civil claims is misconduct and merits discipline. In re Joyce, 182 M 156, 234 NW 9.

Discipline less than disbarment may be considered in cases where an attorney violates the 27th canon of ethics of the American bar association. In re Fitz Gibbons, 182 M 373, 234 NW 637.

Where a layman for compensation counsels or advises another as to his legal status, or rights, and conduct, such acts constitute the practice of law and are unlawful, and parties interested may appear for injunctive relief. Fitchette v Taylor, 191 M 582, 254 NW 910.

Where an attorney in the foreclosure of a mortgage delegated to a layman the ministerial act of attending the foreclosure sale and bidding in the property such act by the layman is not the practice of law. Klotz v Jeddeloh, 201 M 355, 276 NW 244.

In a suit for services rendered it is held that the evidence justifies the finding of the jury that a contract of employment existed between the parties and that defendant did not employ plaintiff in reliance upon a misrepresentation that he was an attorney. Costello v Barry, 202 M 418, 278 NW 580.

Judgment entered sentencing defendant for the offense of practicing law after disbarment. State Board v Nelson, 203 M 598, 280 NW 5.

The judicial branch of the state government, as a matter of comity accepts the legislative declaration of public policy defined in Laws 1931, Chapter 114, in so far as it relates to the drafting by brokers, in transactions relating to sale, leasing or loan where they represent parties to the transaction in drafting of instruments incident thereto and where no charge is made. Cowern v Nelson, 207 M 642, 290 NW 795.

It is unlawful except in certain exceptional cases for any person except members of the bar to prepare legal documents, engage in advising or counseling in law, or act as an attorney. In re Calich, 214 M 292, 8 NW(2d) 337.

An order adjudging defendant in contempt, for not turning money over to the receiver, and fining him $50.00 or, in case he does not pay the fine, imprisoning him for 30 days, is an adjudication in criminal contempt and reviewable only on certiorari. Paulson v Johnson, 214 M 202, 7 NW(2d) 338.

The supreme court has jurisdiction to hear the instant petition for integration of the bar, and the inherent power to issue the order prayed for if it will aid the court in performing these functions. Re Integration of the Bar, 216 M 195, 12 NW(2d) 515.

Laymen may not practice before the probate court, and judges of probate and their clerks may not act as counsel for persons in matters before the court. 1910 OAG 573.

Only attorneys may practice in the municipal courts. 1912 OAG 493; 1916 OAG 37.

Rights of laymen and attorneys to practice in the probate court defined. 1922 OAG 195; 1930 OAG 184.

Home owners' protective association soliciting mortgage moratorium cases is guilty of unauthorized practice. OAG Aug. 22, 1933.

A justice of the peace who engages in the collection of bills is not guilty of the practice of law, but if he engages in the business a license may be required of him. 1938 OAG 163.

Persons appearing before the industrial commission for insurance companies, employers and the like are engaged in the practice of law. OAG May 2, 1939 (851j).

A layman may be elected city attorney but there is doubt if the courts would permit him to practice before them. 1942 OAG 188, March 27, 1942 (59A-5).

Drafting a will is practicing law. 2 MLR 461.

Contracts to furnish attorneys to motorists in actions arising from operation of automobiles. 15 MLR 351.

Unauthorized practice of law. 15 MLR 733.

Practice of law by corporation. 16 MLR 196.

Attorney and client. 18 MLR 348.

Minnesota probate practice. 20 MLR 707.

Right of a corporation to appear personally in court. 22 MLR 278.

Radio broadcasts of legal advice as unlawful practice. 22 MLR 876.

Simulating legal process. 24 MLR 247.

Unauthorized practice of law; drawing legal instruments. 24 MLR 563.

481.03 ATTORNEYS SHALL NOT EMPLOY SOLICITORS.

HISTORY. 1929 c. 289 s. 1; M. Supp. s. 5687-5.

An attorney employed other attorneys to solicit personal injury actions for him, and through such employees and his own active solicitations and efforts he carried on a systematic organization for so procuring business. Held guilty of unprofessional conduct and subject to discipline. In re Greathouse, 189 M 51, 248 NW 735.

As to the admission of statements obtained from witnesses. Vondrashek v Dignan, 200 M 536, 274 NW 609.

Rules governing attorneys in the practice of their profession. 16 MLR 291.

481.04 SOLICITING OF BUSINESS BY PERSONS OTHER THAN ATTORNEYS; PROHIBITION.

HISTORY. 1929 c. 289 s. 2; M. Supp. s. 5687-6.

481.05 VIOLATIONS; PENALTIES.

HISTORY. 1929 c. 289 s. 3; M. Supp. s. 5687-7.

481.06 GENERAL DUTIES.

HISTORY. R.S. 1851 c. 93 s. 7; P.S. 1858 c. 82 s. 7; G.S. 1866 c. 88 s. 5; G.S. 1878 c. 88 s. 5; G.S. 1894 s. 6180; R.L. 1905 s. 2281; G.S. 1913 s. 4948; G.S. 1923 s. 5688; M.S. 1927 s. 5688.

It is the policy of the law to encourage confidence and preserve it inviolate in matters between client and attorney, and to this end an attorney cannot, without the consent of his client, be examined as to any communication made by the client to him, or his advice given thereon, in the course of his professional duty. Struckmeyer v Lamb, 75 M 366, 77 NW 987.

Every citizen has the right to comment upon and criticize the rulings of a judicial officer in an action which has been finally determined, and not be answerable therefor otherwise than in an action triable by jury. An attorney has such right, and can be disbarred for such comment or criticism, if at all, only when it is so base and vile as to establish clearly his bad character and his unfitness to remain a member of an honorable profession. An attorney may not insult the judicial officer because of the official act, even though the matter is fully ended. Such act is sufficient cause for discipline. State Board v Hart, 104 M 88, 116 NW 212; In re Bresky, 171 M 490, 214 NW 666.

A client has a right of action against his attorney for failure to foreclose a mechanic's lien within the limit prescribed by statute. Kreatz v McDonald, 123 M 353, 143 NW 975.

An attorney at law is held to the highest duty of fidelity to his client. But the law does not absolutely disable him from dealing with purchasing on his own behalf, property that has been the subject of litigation between his client and

the person from whom he purchases. It must, however, be clear that the client intended him to do so, and acquiesced in his action, and there is absent any trace of fraud or concealment. Garceau v McNamara, 125 M 130, 145 NW 908; Svensgaard v Grimes, 136 M 469, 162 NW 298.

It is not against public policy as champerty or maintenance, for an attorney to advance money to a poor client for his living expenses during litigation, or to advise a client against the settlement of his case, and an agreement by which the attorney is privileged to deduct his fees and the sums so advanced from the recovery is sustained. Johnson v Great Northern, 128 M 365, 151 NW 125.

An agent, particularly an attorney at law, who is unfaithful to his trust and guilty of fraud on his principal or client, thereby forfeits his right to compensation. Blackey v Alexander, 156 M 478, 195 NW 455.

An attorney employed by a railroad company as a claim adjuster, who investigated the circumstances of an accident and reported the facts to the company, is disqualified, after he severs his relations with the company from bringing an action against the company in behalf of the person injured. Hovel v Minneapolis, 165 M 449, 206 NW 710.

Defendant, an attorney representing numerous clients in certain pending litigation, made a valid contract with plaintiff for the furnishing of information and the discovery and conference with witnesses to be used on trial, no solicitation being involved. Parker v Fryberger, 171 M 384, 214 NW 276; 165 M 374, 206 NW 716.

In an action to recover for legal services claimed to have been rendered, there was no express contract therefor, nor can a contract be implied from the facts. Without either, recovery cannot be had. Lowell v Connolly, 176 M 498, 223 NW 786; O'Brien v Glindman, 195 M 522, 263 NW 546.

An attorney at law who is unfaithful to his client and guilty of fraud in the trust relation existing between them forfeits his right to compensation. Faber v Enkema, 180 M 493, 231 NW 410.

Even though there appears to be nothing to excuse the conduct of an attorney in becoming the essential witness in his own case, his testimony is competent. Its weight is for the trier of fact. Buttruff v Robinson, 181 M 45, 231 NW 414.

A plaintiff or a defendant who succeeds in a lawsuit and is awarded and paid his taxable costs and disbursements has no further claim against his adversary for attorney's fees and expenses incurred in the lawsuit in excess of the taxable costs and disbursements so recovered. Smith v Chaffee, 181 M 322, 232 NW 515.

A contract between lawyers having claims against embarrassed corporations to share the fees which one should receive as attorney for the receiver of such corporations is against public policy where the purpose of the arrangement was to throw such corporations into the hands of a receiver and profit by the fees allowed by the receiver and his attorney. Anderson v Grimes, 183 M 472, 237 NW 9.

Holding of the trial court that a fair division of fees had been made between attorneys relating to the fire cases recovery is sustained by the appellate court. Diesen v Cox, 184 M 400, 238 NW 785.

Solicitation of legal business carried on through systematic organization is unethical, and a lawyer guilty thereof is subject to discipline. In re Greathouse, 189 M 51, 248 NW 735.

A lawyer occupying the attitude of both witness and attorney for his client, subjects his testimony to criticism if not suspicion. Only in exceptional cases may a trial attorney so testify. Ferraro v Taylor, 197 M 5, 265 NW 829.

That a witness is also counsel for one of the parties does not make his testimony inadmissible, though that situation should be avoided when it is possible to do so without injury to the party's cause. McKercher v Vik, 199 M 263, 271 NW 489.

There is a clear distinction in the law respecting contingent fee contracts between an attorney and his client where the same relates to "favor legislation" and legislation which provides means for settlements of debts or obligations founded upon contract or violation of a generally recognized legal right, the latter being generally referred to as "debt legislation." If the contract comes within the second class, it is a legal obligation. Hallister v Uloi, 199 M 269, 271 NW 493.

Defendant S. was a lawyer and, as its president, in charge of the stock-selling campaign of a corporation charged as a co-conspirator with him. There is evidence

that plaintiff placed special trust and confidence in defendant S. If, aided by the confidence so reposed in him, the president of the corporation in the transaction of the corporation's business commits a tort such as that of deceit, the corporation is liable to the victim under the rule of respondeat superior. Scheele v Union Loan, 200 M 554, 274 NW 673.

Appraisal of the conduct of attorney, who had drafted a will, in their appearance before the court at the time for proving the will. Marsden v Puck, 217 M 13, 13 NW(2d) 765.

Where an attorney on his employment makes a full and frank disclosure of his interest in property involved in the subject matter of the retainer and client desires services of the attorney despite such interest and with full knowledge thereof, the attorney may deal as he chooses with his property. Petraborg v Zontelli, 217 M 536, 15 NW(2d) 174.

Evidence in the form of affidavits and a letter executed by appellant's secretary is sufficient to establish that the trial court did not abuse its discretion in denying appellant's motion to vacate a stipulation for judgment and judgment entered pursuant thereto, on the ground that appellant's counsel was not authorized to execute such stipulation. The evidence does not sustain a finding or conclusion that appellant's counsel executed a stipulation because of assurances on the part of counsel for plaintiff and intervening lien claimants that he would be thereafter permitted to check and readjust amounts therein stipulated to be due plaintiff and other lien claimants. Albert v Edgewater, 218 M 20, 15 NW(2d) 460.

Defamation of courts punishable. 5 MLR 307.

Rules governing attorneys in the practice of their profession. 16 MLR 270, 274, 281, 282.

Rules governing attorneys in the practice of the law. 16 MLR 273.

A county attorney cannot recover for his services in suing on a bond in proceedings relative to statutory enforcement proceedings relating to illegitimacy. OAG May 31, 1935 (121b-11).

After a defendant in jail has employed counsel the county attorney or his agents must not obtain a statement from the prisoner in the absence of the employed attorney. OAG March 1, 1937 (121b-7).

481.07 PENALTIES FOR DECEIT OR COLLUSION.

HISTORY. R.S. 1851 c. 93 ss. 8, 9; P.S. 1858 c. 82 ss. 8, 9; G.S. 1866 c. 88 ss. 6, 7; G.S. 1878 c. 88 ss. 6, 7; G.S 1894 ss. 6181, 6182; R.L. 1905 s. 2282; G.S. 1913 s. 4949; G.S. 1923 s. 5689; M.S. 1927 s. 5689.

481.08 AUTHORITY.

HISTORY. R.S. 1851 c. 93 s. 10; P.S. 1858 c. 82 s. 10; G.S. 1866 c. 88 s. 9; G.S. 1878 c. 88 s. 9; G.S. 1894 s. 6184; R.L. 1905 s. 2283; G.S. 1913 s. 4950; G.S. 1923 s. 5690; M.S. 1927 s. 5690.

Retaining answer which was not verified, waived the defect. Smith v Mulliken, 2 M 319 (273).

Where the county treasurer brought suit against Winona county a stipulation was entered into between the county attorney and the attorney for the plaintiff which in effect stipulated away all the county's defenses except the amount. The successor county attorney made a motion to set aside the stipulation which the court granted. Such an order is appealable. Held, the stipulation is in substance, a settlement of issues to be tried, and having been made it cannot be set aside except upon grounds sufficient to set aside any other contract. Bingham v Supervisors, 6 M 136 (82).

Admission of attorneys of record bind their clients in all matters relating to the progress and trial of the cause and are generally conclusive. Where relief is sought against a stipulation by one of the parties thereto, on the mere ground of mistake, the mistake must have been one which ordinary care and attention would not have prevented. Rogers v Greenwood, 14 M 333 (256).

The facts sustained a finding of full assent to, and ratification of the agreement between Jones, the attorney, and Heaney, the defendant. Hodgins v Heaney, 17 M 45 (37).

Devise by husband to wife, with power in her discretion to dispose of real estate. During her life she conveyed certain lands to a railway company. Held, in an action by the executors of her estate, that she had absolute power during her lifetime to convey the real estate, notwithstanding a proviso in the husband's will leaving the reversion after her death to certain persons. Ashton v Railway Co. 78 M 201, 80 NW 963.

502.02 POWER DEFINED.

The court, in construing the provisions of a trust set up to finance and implement a townsite enterprise, held that if the creating instrument did not create a valid trust, it was valid as a power in trust. Carson v Cochran, 52 M 67, 53 NW 1130.

Powers set forth in a power of attorney held irrevocable, and did not terminate at death of principal. Rogers v Clark, 104 M 198, 116 NW 739.

502.05 GENERAL POWER DEFINED.

See Hershey v Bank, 71 M 255, 73 NW 967.

502.06 SPECIAL POWER DEFINED.

Termination and release of powers of appointment. 20 MLR 448, 24 MLR 887.

502.07 POWER IS BENEFICIAL, WHEN.

Where a will devised all testator's real estate and gave the executors power of sale, it was held that the instrument contained a valid power in trust. Ness v Davidson, 45 M 424, 48 NW 10.

Devise for life with power to devise the remainder in fee, with reversion to stated persons, was in fact an absolute conveyance to the devisee. Hershey v Bank, 71 M 255, 73 NW 967.

Powers set forth in a power of attorney held irrevocable, and not to terminate at death of principal. Rogers v Clark, 104 M 198, 116 NW 739.

502.09 LIFE ESTATE, WHEN CHANGED TO FEE.

See Hershey v Bank, 71 M 255, 73 NW 967; Ashton v Railway Co. 78 M 201, 8 NW 963.

Testator devised his property to his wife with power of alienation, and upon her death the property remaining to go to his children. Held, the life estate is changed to a fee absolute subject to the future estate of the children in case the power of alienation is not exercised. Larson v Mardaus, 172 M 48, 215 NW 196.

Testator provided for his wife by giving her the right to one-third of the crop each year, or if she preferred she could sell the farm and take one-third of the proceeds. Wife accepted one-third of the crop over a term of years, and was deemed to have made her election by so doing. Stucky v Buckholtz, 198 M 445, 270 NW 141.

Absolute power of disposition in first taker. 4 MLR 546.

Power of disposition by implication. 5 MLR 320.

Life estate with a power to dispose of the fee. 7 MLR 66.

Liability of remainder estate for fraud of life tenant. 8 MLR 351.

Life estate with absolute power of disposal. 18 MLR 489.

502.10 POWER CREATES A FEE, WHEN.

See Hershey v Bank, 71 M 255, 73 NW 967; Stucky v Buckholtz, 198 M 445, 270 NW 141.

Life estate with absolute power of disposal. 18 MLR 489.

The authority of an attorney to bind his client ceases upon the entry of judgment against his client. Berthold v Fox, 21 M 51.

Where a judgment has been rendered in an action, and execution issued and levied on the property of the defendant, his attorney has no authority to agree with the plaintiff that the property levied on shall be sold at private sale by a person other than the sheriff. Kronschnable v Knoblauch, 21 M 56.

The attorney for a judgment creditor is, while his authority to enforce and collect the judgment continues, authorized to act for his client in protecting and retaining the judgment against any proceeding in the same action to avoid it, and notice of such proceeding should be served upon him. Sheldon V Risedorph, 23 M 518.

When an attorney of record for a party in an action, acting under specific instructions of his client, enters into a written stipulation settling the action and the matters in controversy, in exact accordance with such instructions, the party is bound thereby, though such stipulation may contain terms which the attorney, but for such special instructions, had no right under his general authority to make. Albee v Hayden, 25 M 267.

An attorney employed by a non-resident client to obtain and collect a judgment will be deemed vested with power to use his discretion in choosing remedies of enforcement. He is answerable in damages to his client for abuse of his trust. Public officers are entitled to regard him as representative of the client; and when he executes a bond for protection of the seizing officer, though the instrument be defective as a bond, it is valid as an undertaking. Schoregge v Gordon, 29 M 367, 13 NW 194.

An action having been commenced in the wrong county, the attorneys verbally agreed to stipulate that the venue be changed, and subsequently issue was joined. The attorney for the defendant neglected for seven months to make the motion, and the motion was denied for laches. Waldron v St. Paul, 33 M 87, 22 NW 4.

An attorney for the defendant, in an action in ejectment, has authority to bind his client by a stipulation to dismiss a demand by defendant, under the statute, for a second trial. Bray v Doheny, 39 M 355, 40 NW 262; Wells v Penfield, 70 M 66, 72 NW 816.

When attorneys recovering a judgment have a lien on it, and the judgment has been collected by the sheriff, the latter may, if the attorneys give him notice of the lien, and require him to do so, retain the amount of the lien out of the money so collected, when the money is demanded by an assignee of the judgment. Gill v Truelsen, 39 M 373, 40 NW 254.

A stipulation by an attorney, unless improvidently, fraudulently, or collusively made, that the action shall abide the event of another action pending, binds his adult clients. Such stipulation can only bind an infant party if approved and ratified by the court upon a showing that such stipulation was not prejudiced to the interest of the infant; or if the infant is affected precisely in the same way, and is represented by the same guardian ad litem in two related cases. Eidam v Finnegan, 48 M 53, 50 NW 933.

Where a client employed an attorney to collect a promissory note, and he, instead of collecting same in full, received part payment in cash, and took security running to himself for the balance, held, the payment in money was good pro tanto, but the client might refuse to accept the new security, and recover the original note from the maker. Davis v Severance, 49 M 528, 52 NW 140.

The mere employment of an attorney to foreclose a mortgage does not give him authority to receive from the sheriff money paid after foreclosure to redeem the property from a sale to the mortgagee. In re Grundysen, 53 M 346, 55 NW 557.

Plaintiff brought an action in damages against McIlrath personally, and subsequently plaintiff's attorney was granted leave by defendant's attorney to amend so as to frame allegations against McIlrath as receiver of the railroad causing the injury. The attorney for the defendant three days later moved to strike out the amendments. The motion was properly granted, because the amendment really amounted to an attempt to substitute one defendant for another. The attorney had no authority to consent to such substitution. Erskine v McIlrath, 60 M 485, 62 NW 1130.

An admission of service on the summons and complaint in this action was made by defendant's attorneys, and dated on a certain day. This was followed by an answer made by these attorneys, and a trial, in which they appeared and conducted the defense. Held, it must be presumed either that the attorneys had special authority to so admit service, or that defendant subsequently ratified their acts. Backus v Burke, 63 M 272, 65 NW 459.

The trial court did not abuse its discretion when it denied defendant's motion that a stipulation for the entry of judgment against him in an action then pending, signed by his attorney but without his knowledge or consent, and a judgment entered thereon, be set aside and vacated. Bates v Bates, 66 M 131, 68 NW 845.

Notice of a motion to vacate a judgment in favor of a non-resident plaintiff may be served on his attorney of record, although more than two years have elapsed since the entry thereof. Phelps v Heaton, 79 M 476, 82 NW 990; Turner v Even, 160 M 238, 199 NW 751.

An attorney who recovers a judgment may not compromise or discharge the same for a less sum than its value without authority from his client, and if he does so the client may recover the sum received by the attorney, and also maintain his action for damages. Burgrof v Byrnes, 94 M 418, 103 NW 215.

Where, in dismissing an action by stipulation, the attorney does not assume to act by virtue of the general authority implied in his employment, but proceeds upon the mistaken assumption that express authority had been conferred upon him, his client is not necessarily bound thereby but may within a reasonable time repudiate the stipulation and have the cause reinstated. A motion to that effect is directed to the sound discretion of the court. Schaefer v Schoenborn, 94 M 490, 103 NW 501.

An attorney under his general retainer has no implied power to settle and compromise his client's cause of action, except when confronted with an emergency. In the instant case, the attorney without direct authority, compromised his client's cause of action. Thereafter the client, through another attorney, brought a new action. Held, the validity of the settlement, not having been followed by judgment was a proper issue in the case, and the rule against collateral attack does not apply. Gibson v Nelson, 111 M 183, 126 NW 731.

An attorney has power to bind his client by a stipulation for judgment, but where an attorney, from ignorance of facts or from bad faith, stipulates for judgment against a client who has a just defense, the court may, in its discretion, open the judgment and permit the defense to be interposed, if no substantial prejudice will result to the opposing party from the incident delay. Rodges v U. S. & Dominion Life Insurance Company, 127 M 435, 149 NW 671.

This is an action by a fraternal beneficiary society to cancel and annul a beneficiary certificate. The attorneys may stipulate that an action shall abide the event of another action, if controlling issues in the action are involved in such other action; but such stipulation may be avoided for fraud or mistake, and the court may relieve a party therefrom if it was improvidently made and in equity and good conscience ought to stand. National v Scheiber, 141 M 41, 169 NW 272.

In the instant case where the stipulation was made between the attorneys and without the active participation of the plaintiff, the attorney did not have implied authority to settle the cause of action, but the plaintiff seeking equitable relief must restore the $750.00 parted with by the defendant. Hernlund v Town, 159 M 125, 198 NW 662; Seifert v Gallet, 159 M 131, 198 NW 664.

The trial court rightfully refused to permit a disbarred attorney to appear for a corporation even if he owned all of the corporate stock. Cary v Satterlee, 166 M 507, 208 NW 408.

In order to charge a person with notice of facts of which their attorney had notice, the transaction in the knowledge of the attorney must have been within the scope of the attorney's employment to an extent that it had become his duty to communicate them to his principal. Larson v Johnson, 175 M 502, 221 NW 871.

Plaintiff having the legal right to bring the action where it was brought cannot be denied the right to have it tried because of the alleged unprofessional conduct of his attorneys in instituting other actions at improper places; and even if the plaintiff's contract with his attorneys was champertous and void, it furnished no ground for dismissing the action. Winders v Illinois, 177 M 1, 223 NW 291.

A settlement in the probate court of certain claims having been ratified by the sole heir, the administratrix of the estate may not question the authority of the attorney who acted for the heir in making the settlement. In re Molly Parcker, 178 M 409, 227 NW 426.

Where plaintiff and another paid money to an attorney to represent plaintiff in divorce proceedings against her husband, and wished to discharge the attorney and employ other counsel, she cannot in the instant case recover by summary proceeding the money so paid. Seibert v Seibert, 186 M 274, 243 NW 59.

The probate court has jurisdiction and authority to allow attorney's fees and expenses incurred in a proceeding for the restoration to capacity of an incompetent person under guardianship out of the funds of the incompetent in the hands of the guardian. In re Kaplan, 187 M 514, 246 NW 5.

An attorney engaged merely to make a collection has no implied authority to indorse for his client a check received in payment of the claim. Exceptional circumstances might imply the power, but we do not find them here. Rosacker v Bank, 191 M 553, 254 NW 824.

There was a foreclosure of a mortgage on a farm, on account of default in payment of interest and taxes. The mortgagor claimed there was no default because he had turned over to an attorney certain receivables to be collected and the proceeds used to pay interest and taxes. Held, the arrangement did not stay the default, and the foreclosure was timely even though the attorney employed by the mortgagor to do the collecting was identical with the attorney foreclosing the mortgage for the mortgagee. Hayward v Bank, 194 M 473, 260 NW 868.

A stipulation in open court eliminated the issue of whether plaintiff was an employee of the defendant and subject to the compensation act. The stipulation left the case where the court properly submitted to the jury on the question as to whether the plaintiff was an invitee. Anderson v Hawthorn, 198 M 509, 270 NW 146.

During the pending of a will contest the appellant hospital, represented by its attorney agreed to accept and the heirs of the decedent agreed to pay $1,500 to the hospital, and it agreed to waive further rights under the will. $1,300 was paid and accepted and $200.00 tendered and refused. Held, the attorney's stipulation, advised by attending officers and directors of the hospital, and followed by acceptance of the money, was in the absence of fraud, effective. Schaefer v Thoeny, 199 M 610, 273 NW 190.

A stipulation provided that issues were waived except for the one issue as to whether or not the defendant society could issue more than one certificate. On appeal an attempt was made as to whether the plaintiff had an insurable interest. Held, where the facts and determinative issues are stipulated, only that issue will be considered. Olson v Gopher, 203 M 267, 281 NW 43.

An attorney was employed to effect a settlement or to obtain what was possible for stock in a corporation under a proposed reorganization. The client refused the offered settlement and the attorney sued for his fees. Held, the attorney has no implied authority to settle his client's cause unless confronted with an emergency; the client may discharge his attorney with or without cause; the attorney should be paid; and an expert's opinion as to the value of services is not conclusive although not directly contradicted. Pye v Diebold, 204 M 319, 283 NW 487.

When a cause was reached for trial, plaintiff's attorney moved to dismiss with prejudice on account of inability to locate his client. Later another attorney moved to vacate the dismissal. The motion was denied. More than a year thereafter a third attorney again moved to vacate the dismissal. Held, the first order refusing to vacate the dismissal had become final. Hoffer v Fawcett, 204 M 612, 284 NW 873.

An attorney at law, although an officer of the court, stands in no better position in respect of authority to make service of summons than any other private citizen. He is not a statutory "officer" for the service of summons. Melin v Aronson, 205 M 353, 285 NW 830.

Where the client exercises his legal right to settle with his adversary, in good faith and without purpose to defraud the attorney out of his compensation, the latter may recover only the reasonable value of the services rendered by him down

to the time of the settlement. As to his compensation the attorney has a lien, and the defendant is held liable to the attorney for the amount of his lien if settlement is made in disregard of the attorney's rights. Krippner v Matz, 205 M 497, 287 NW 19.

Finding that attorneys were authorized by their client to perfect an appeal. Larson v Dahlstrom, 213 M 595, 596, 6 NW(2d) 37, 636.

The exclusion of divorce cases from the provisions of sections 543.13, 544.32, does not affect the inherent power of the court to grant relief to a party who has been denied an opportunity to defend in a divorce action under such circumstances as amount to a fraud on the court and the administration of justice. Cahaley v Cahaley, 216 M 175, 12 NW(2d) 182.

The statute pertaining to authority of an attorney does not authorize attorney to settle or compromise client's right of action without express authorization from client. Where stipulation for judgment executed by attorney provided for a 60-day stay, of which client took full advantage, client's subsequent letter to judgment creditor referring to stay and to stipulation and requesting a further delay estopped client from thereafter asserting that stipulation was unauthorized. Albert v Edgewater Beach, 218 M 20, 15 NW(2d) 461.

The provisions of the judicial code requiring petition for removal to be filed at or before the time "defendant is required by the laws of the state or the rule of the state court to answer or plead" is imperative, and where a state statute fixes the time to answer the petition must be filed at or before that time, and cannot be filed after that time, though the time for answering may have been extended by stipulation or order of court. America v California, 21 F(2d) 93.

481.09 PROOF OF AUTHORITY.

HISTORY. R.S. 1851 c. 93 ss. 11, 12; P.S. 1858 c. 82 ss. 11, 12; G.S. 1866 c. 88 ss. 10, 11; G.S. 1878 c. 88 ss. 10, 11; G.S. 1894 ss. 6185, 6186; R.L. 1905 s. 2284; G.S. 1913 s. 4951; G.S. 1923 s. 5691; M.S. 1927 s. 5691.

An ex parte order requiring a plaintiff's attorney to file evidence of his authority to prosecute an action is void, and may be disregarded. Farrington v Wright, 1 M 241 (191); Davis v Woodward, 19 M 174 (137).

The municipal court of St. Paul properly dismissed an appeal from the justice court, in which notice thereof was admitted by an attorney at law who had not acted nor appeared for the party on trial and whose authority or agency was not shown. Treat v Court, 109 M 110, 123 NW 62.

Where the attorney for the mortgagee appoints a resident attorney upon whom the mortgagor is directed to serve papers in the proceeding, the presumption is that he had authority to make such appointment. Rivkin v Niles, 195 M 635, 263 NW 920.

A motion to dismiss an appeal is not a substitute for the method provided by section 481.09. Larson v Dahlstrom, 213 M 595, 596, 6 NW(2d) 37, 636.

481.10 CONSULTATION WITH PERSONS RESTRAINED.

HISTORY. 1887 c. 187 ss. 1, 2, 3; G.S. 1878 Vol. 2 (1888 Supp.) c. 88 ss. 11a, 11b, 11c; G.S. 1894 ss. 6187, 6188, 6189; R.L. 1905 s. 2285; G.S. 1913 s. 4952; G.S. 1923 s. 5692; M.S. 1927 s. 5692.

In statute requiring having accused in custody to grant request for interview with counsel and to notify counsel as soon as practicable, and before "other proceedings" shall be had, the quoted words include an examination or inquisition of the accused. State v Schabert, 218 M 1, 15 NW(2d) 585.

481.11 CHANGE OF ATTORNEY.

HISTORY. R.S. 1851 c. 93 ss. 13, 14; P.S. 1858 c. 82 ss. 13, 14; G.S. 1866 c. 88 ss. 12, 13; G.S. 1878 c. 88 ss. 12, 13; G.S. 1894 ss. 6190, 6191; R.L. 1905 s. 2286; G.S. 1913 s. 4953; G.S. 1923 s. 5693; M.S. 1927 s. 5693.

An entry on the minutes, or an open recognition of the succeeding attorney might waive the plaintiff's right to a written notice of substitution, but neither

alternative is present in the instant case and a dismissal was rightfully entered. McFarland v Butler, 11 M 72 (42).

After judgment, unless the defendant, by appeal or otherwise, seeks a reversal or modification thereof, no reason is apparent why the losing party should be represented by an attorney. A judgment creditor may employ a new attorney to enforce the judgment, without any formal substitution or notice to the defendant. The defendant may employ a new attorney to prosecute a writ of error, without a formal substitution or notice. Berthold v Fox, 21 M 51.

The statute has relation only to changes or substitutions made before and not after judgment. A judgment creditor may employ a new attorney to enforce a judgment without any formal substitution or notice. Knox v Randall, 24 M 479.

While the district court may at any time before trial, upon application by the plaintiff and sufficient cause shown, dismiss an action, yet such cause must relate to and affect the legal rights of the parties litigant. Wollenschlager v Railway, 149 M 220, 183 NW 144.

The representative of an estate in the performance of his official duties is by our statute authorized to retain the services of attorneys and to incur reasonable expenses in that regard. But the allowance is to the representative as such and not to the attorney. When there is conflict between the representative and his attorney in respect to services rendered and the fees to be paid therefor, the issues presented thereby should be determined by a court of general jurisdiction. State v Probate Court, 204 M 5, 283 NW 545.

A contract of employment between attorney and client may be canceled by the client at will, with or without cause; but the attorney has the right to recover the reasonable value of the services theretofore rendered. Pye v Diebold, 204 M 319, 283 NW 487; Krippner v Matz, 205 M 497, 287 NW 19.

Discharge of attorney without cause. 15 MLR 115.

481.12 DISABILITY; SUBSTITUTION.

HISTORY. R.S. 1851 c. 93 s. 15; P.S. 1858 c. 82 s. 15; 1866 c. 39 s. 1; G.S. 1866 c. 88 s. 14; G.S. 1878 c. 88 ss. 14, 15; G.S. 1894 ss. 6192, 6193; 1895 c. 26; R.L. 1905 s. 2287; G.S. 1913 s. 4954; G.S. 1923 s. 5694; M.S. 1927 s. 5694.

After the commencement of this action the defendants and their attorney removed from this state. Held, under the statute, that a notice of trial served on the attorney at his place of residence in another state was properly served. Olmstead v Firth, 64 M 243, 66 NW 988.

481.13 LIEN FOR ATTORNEYS' FEES.

HISTORY. R.S. 1851 c. 93 s. 16; P.S. 1858 c. 82 s. 16; G.S. 1866 c. 88 s. 15; G.S. 1878 c. 88 s. 16; G.S. 1894 s. 6194; R.L. 1905 s. 2288; G.S. 1913 s. 4955; G.S. 1923 s. 5695; M.S. 1927 s. 5695.

1. Generally
2. Upon papers in possession
3. Money in his hands
4. Upon cause of action
5. Upon property in hands of adverse party
6. Upon the judgment
7. Summary enforcement

1. Generally

By General Statutes 1913, Section 4955, (481.13) an attorney is given a lien for his compensation upon the cause of action from the time of the service of the summons. When the action is settled by the parties before trial without notice to or consent of the attorney, the attorney may elect to proceed for the enforcement of his lien rights by an independent action against the defendant or by intervention proceedings in the original action. The plaintiff's settlement when

made in good faith, and without purpose to defraud the attorney is final and conclusive as to amount of recovery and is the basis on which the attorney's fees, fixed by a percentage agreement, must be determined. Davis v Great Northern Railway, 128 M 354, 151 NW 128.

Plaintiff's intestate was killed in Minnesota, was domiciled in Missouri; and a general administrator was appointed there. Subsequently plaintiff was appointed special administrator by the probate court of St. Louis County, Minnesota, and brings this action. The general administrator in Missouri settled the case and received the money. Held, the attorney bringing the action was entitled to his fees as measured by the contract for compensation. Castigliano v Great Northern, 129 M 279, 152 NW 413.

The agreement specified a 40 per cent fee for the attorney. The verdict was for $2,000. After judgment was entered the defendant settled with the plaintiff personally for $1,500, paying him $1,050 and retaining $450.00 for the attorney. Held, there was no error on the part of the trial court in reopening the case and entering judgment in favor of the attorney in the full amount of $885.00. Georgian v Minneapolis, 131 M 102, 154 NW 962; Kelson v Berkner, 140 M 504, 167 NW 423.

The deposit of money equal to the amount of the attorney's lien in the courts of another state in no manner affects the res upon which such lien is held. Scharman v Union Pacific, 144 M 290, 175 NW 554.

The lien provided in General Statutes 1913, Section 4955, as amended by Laws 1917, Chapter 98, (481.13) applies to an action arising under the federal employers liability act. The state court has concurrent jurisdiction of an action under the liability act and such action is not removable to a federal court upon the ground of diversity of citizenship. When an attorney intervenes in the original action, after a settlement without his consent, his controversy is not removable. Miner v Chicago, 147 M 23, 179 NW 483; Scharman v Union, 144 M 290, 175 NW 554.

The provision relating to fees of attorneys recovering a loss payable under the workmen's compensation act is enforceable, and where the attorney retains money, the plaintiff may resort to the district court to compel restoration of the money retained under a void contract and the court may entertain the motion through summary proceedings. Sarja v Pittsburgh, 154 M 217, 191 NW 742.

Where there has been a settlement between attorney and client, the former retaining his fee as agreed upon with client, the attorney cannot thereafter force the client into court by summary proceeding and have the settlement confirmed, but the client is privileged to sue the attorney for such part of the money which he deems an overcharge and may have the choice of a jury trial if he so demands. Westerlund v Peterson, 157 M 379, 197 NW 110.

The defendant owned a farm, the title and possession being in dispute. Plaintiff was his attorney and in this action sues for an accounting on which to base his charge for fees. The parties set a certain price on the farm and the agreement was that after the title was cleared and the property sold the average was to be divided equally. The appellate court in reversing the trial court defined in detail the rule of accounting. Child v Mastin, 164 M 217, 204 NW 947.

By contract the attorneys were to receive a specified part of the property if they succeeded; and nothing if they did not. Unable to enforce the contract because within the statute of frauds, they in the instant case, sue on quantum meruit. Held, the contract though void is relevant evidence as to value of the services; and it is proper to prove the services were to be gratuitous unless a certain result was obtained. Oxborough v St. Martin, 169 M 72, 210 NW 854.

In an attorney's lien proceeding it was proper for the trial court, in order to render a judgment determinative of the whole controversy, to order in as an additional party an attorney admittedly entitled to share in the fund subject to the lien. It is too late to object for the first time on appeal that a lien claimant was not an attorney of record. Meachan v Ballard, 184 M 607, 240 NW 540.

Suits in equity were brought by stockholders to cancel paving contracts and recover money illegally paid. The state intervened. A considerable recovery was had. Held, the state by intervening submits to the jurisdiction of the court, and may be required by the court to pay the attorneys for the plaintiff, out of the

funds recovered and saved to the state, the attorneys' fees and expenses. Regan v Babcock, 196 M 243, 264 NW 803.

An attorney may recover the value of his services not only in the main action but in collateral proceedings or actions growing out of the main action. Daly v Donovan, 200 M 323, 273 NW 814.

In an action between two attorneys for a declaratory judgment construing a partnership agreement between two attorneys, the courts are not at liberty to revise the contract while professing to construe. Grimes v Toensing, 201 M 541, 277 NW 236.

In an action to recover attorneys fees where the plaintiff had made a direct settlement, the attorney obtained a judgment for his fees, but attempted to collect from two sources. Held, the doctrine of election of remedies applies only where the creditor makes final and effective election between inconsistent remedies. It has no effect on his choice between concurrent and consistent remedies. Mantz v Sullwold, 203 M 412, 281 NW 764.

Plaintiff and defendant are lawyers; as such, clients not being parties, they entered into an express contract to perform certain services for defendant's clients, and divide the fees. Defendant breached the contract. Held, the law seeks to allow damages for breach of contract to the party wronged so as to leave him in the same situation with respect to the subject of the contract as its performance would have placed him in. Clark v Quinn, 203 M 452, 281 NW 815.

In an action in the district court to determine adverse claims to real estate, the defendants as attorneys claimed a lien for fees. Held, without any reflection on the rights of the lien-holders for compensation, their liens did not attach as far as the plaintiffs are concerned, they being strangers to the employment. Kohrt v Mercer, 203 M 494, 282 NW 129.

An ineffective notice of lis pendens cannot be given effect as a notice of intention to claim an attorney's lien where it does not comply with the statutory requisites. Melin v Mott, 212 M 517, 4 NW(2d) 600.

Federal courts recognize no attorney's lien on cause of action beyond that given by local law, and has no jurisdiction to grant relief, demanded in intervening bill of plaintiff's attorney for recovery of compensation from amount received by plaintiff in settlement of litigation before entry of judgment or decree, where there was no property in court's custody. German v Universal, 77 F(2d) 70.

Where against the express wish of the school board, taxpayers, certain interested taxpayers brought an action and recovered a judgment, the lien of attorneys must be ascertained and allowed prior to the satisfaction of the judgment. OAG June 7, 1934 (779n).

Laws 1917, Chapter 98, makes provision for enforcing liens of attorneys, and for charging third parties with notice. 1 MLR 543.

Laws 1933, Chapter 345, relates to liens. 18 MLR 63.

Division of fee when attorneys act jointly. 23 MLR 213.

2. Upon papers in possession

Strait being indebted to various banks gave a mortgage on various tracts of land to Kipp as trustee; the notes in various amounts and totaling the amount of the mortgage being assigned by Kipp to the individual banks. The proceeds of any sales were to be prorated to apply on the notes. One year later Strait was declared bankrupt. It was held that Kipp had a lien on the papers and proceeds for his fees. Habegger v Kipp, 96 M 456, 105 NW 485.

The Minnesota statute giving an attorney a lien on the papers of his client in his possession is enforceable, and merely declaratory of the common law. In re Stronge & Warner, 33 F(2d) 1001.

Right of client to inspect papers held under lien of attorney wrongfully discharged by him. 6 MLR 588.

3. Money in his hands

Where an attorney is employed by a county to collect delinquent taxes his claim for such service must be filed for allowance by the county board, as a

preliminary to an action against the county; but, where the attorney has collected money upon a judgment he has an equitable lien or set-off as against the fund so collected, to the extent of the reasonable value of his services, and in such cases he is not required to pay the amount of the fee over to the county, but may retain them and pay over the balance. Board v Clapp, 83 M 512, 86 NW 775.

A settlement was had of a controversy, the money being paid to the attorney for the plaintiffs, who hold it pending an adjustment of their fees. The client was adjudged incompetent and a guardian appointed. The guardian made a motion to set aside the settlement and the motion was granted, provided the money consideration was paid back to the defendant. The guardian in the instant case sues to have the attorneys return the money consideration to the defendants. Held, the retaining lien of attorneys on money paid them in settlement of their client's cause of action is not divested merely by an order of court entitling the client to a vacation of the settlement upon returning to his adversary the money paid to execute the settlement. Burches v Goffstein, 173 M 141, 216 NW 793.

The Minnesota statute giving an attorney a lien on money coming into his possession in the course of his employment is merely declaratory of the common law and enforceable in the federal court. In re Stronge & Warner, 33 F(2d) 1001.

Under the New York statute, while the attorney has a possessory lien on papers, securities, or moneys coming into his possession in the cause of professional employment, this possessory lien does not include checks coming to his possession by accident, mistake or unauthorized act of correspondent in foreign jurisdiction. Underhill v Dall, 69 F(2d) 519.

4. Upon cause of action

An attorney's lien could not be created upon a mere right of action for a personal tort. Hammons v Great Northern, 53 M 249, 54 NW 1108; Anderson v Itasca, 56 M 480, 91 NW 12; Boogren v St. Paul, 97 M 51, 106 NW 104.

Revised Laws 1905, Section 2288, Clause 3, does not apply to actions brought prior to the time the statute went into effect. Attorney's liens are of two classes, "possessory" and "charging"; the first existed at common law, and the second only by statute. In the instant case the lien was upheld under clause 5 relating to judgments. Northrup v Hayward, 102 M 307, 113 NW 701; Farmer v Stillwater, 108 M 41, 121 NW 418.

Under Revised Laws 1905, Section 2288, (481.13) an attorney has a lien upon the cause of action of his client from the time of the service of the summons. The lien continues to exist until it is released. No notice to the opposite party or his attorney is necessary to the creation of the lien. The settlement in this case is void as to the extent of the attorney's lien. Desaman v Butler, 114 M 362, 131 NW 463; Desaman v Butler, 118 M 198, 136 NW 748; Wildung v Security, 143 M 251, 173 NW 429.

An attorney has a lien upon a cause of action arising under the federal employers liability act where an action thereon is instituted in the courts of this state, and in such action the lien may be enforced. Holloway v Dickinson, 137 M 410, 163 NW 791.

Affirmed by federal court. Dickinson v Stiles, 246 US 631.

Under section 481.13 a lien applies to actions on tort as well as upon an action upon contract, and the lien is created by statute, and neither the validity nor the enforcement thereof depends upon the solvency or insolvency of the client. Kubu v Kabes, 142 M 433, 172 NW 496.

Where an attorney has a lien for his services, and the action is settled before trial, the attorney may elect to enforce his lien rights by an independent action against the defendant, or by intervention in the original action. Where the latter procedure is pursued and a full hearing had, it is final, and the attorney cannot thereafter resort to an independent action. Middlestadt v Minneapolis, 147 M 186, 179 NW 890.

The amount received by the plaintiff upon a settlement of the case may be taken as the basis for the computation of the attorney's agreed percentage of the recovery. Miner v Payne, 150 M 103, 184 NW 673; Balluff v Balluff, 169 M 266, 211 NW 462; Dell v Marckel, 184 M 147, 238 NW 1.

The fixing and allowance of fees of an attorney for a receiver are largely in the discretion of the trial court and will not be disturbed except for an abuse of such discretion. In re Receivership of Hill Furn. Co. 173 M 619, 216 NW 784.

The fixing of the fees of counsel for the plaintiff trustees was submitted to the court before which the case was tried. No evidence was taken. The allowance made by the trial court is sustained. Butler v Butler, 183 M 218, 235 NW 918.

The final order in summary proceedings disposed of the issues tried upon affidavits presented to the court. A summary proceeding to determine an attorney's lien does not require formal findings. Caulfield v Jewett, 183 M 503, 237 NW 190.

Where the client exercises his legal right to settle with his adversary in good faith, and without purpose to defraud the attorney out of his compensation, the latter may recover only the reasonable value of the services rendered by him down to the time of the settlement. Krippner v Matz, 205 M 497, 287 NW 19; Anderson v High, 211 M 227, 300 NW 597.

Parties to a suit for absolute divorce signed a stipulation dismissing the action. The court ordered the files sealed and the case dismissed. The motion by the attorney for the wife to vacate the order and determine and enforce his lien for services and expenses was rightly denied. Johnson v Johnson, 217 M 436, 14 NW(2d) 617.

Where defendant railroad settled directly with plaintiff in an action under employers liability act, latter's attorney may enforce his statutory right to a lien for fees in the original cause of action, and such controversy is not removable. Thompson v Chicago, 14 F(2d) 230.

Under the Minnesota statute, the plaintiff may settle his case with the defendant without advice of his attorney but subject to the attorney's lien; defendants are chargeable with notice of the lien without actual notice; the lien continues until discharged or satisfied, and may be enforced again against the defendant. Byram v Miner, 47 F(2d) 112.

Attorneys contingent fees; contract against settlement; recovery on quantum meruit. 5 MLR 382.

Attorneys lien on a cause of action for divorce. 5 MLR 549.

Allowance of attorney's fees after reconciliation, and after dismissal of divorce proceedings. 28 MLR 488.

5. Upon property in hands of adverse party

A verdict was recovered in July and the attorneys for the plaintiff gave notice of their claim of a lien. In September the defendant settled the case without notice to his attorneys. The plaintiff was insolvent. Held, in proceedings to enforce the attorneys' lien, the statute is remedial, and should be beneficially construed. The notice of the lien for compensation, not specially agreed upon, but implied, is not defective in omitting to state the amount thereof. Distinguishing the case of Forbush v Leonard, 8 M 303 (267), Crowley v Le Duc, 21 M 412; Weicher v Cargill, 86 M 271, 90 NW 402.

Laws 1939, Chapter 394, extends the application of an attorney's lien. 24 MLR 246.

6. Upon the judgment

An attorney has no lien on a judgment for the costs without notice to the debtor. Where an attorney takes an assignment of a judgment on which he has a lien, his lien is merged, and where the debtor before notice of the assignment, paid the judgment in good faith, the court will set aside an execution issued on it, and satisfy the judgment of record. Dodd v Brott, 1 M 270 (205).

An attorney has no lien on a judgment unless there is a special agreement for his compensation, nor except as provided by statute. He can have a judgment only for services in the particular case in which the service is rendered. The lien cannot affect anyone but his client, unless he gives notice of the lien specifying the amount. Forbush v Leonard, 8 M 303 (267).

The lien of an attorney for his compensation upon a judgment is assignable. Sibley v Pine County, 31 M 201, 17 NW 337.

An assignee of a judgment on which the attorneys who recovered it for the judgment creditor issued execution, having recognized and acquiesced in their acts, is bound by the sheriff paying to such attorneys the money on the execution.

When attorneys recovering a judgment have a lien on it, and the judgment has been collected by the sheriff, the latter may, if the attorneys give him notice of the lien, retain the amount of the lien out of the money so collected, when the money is demanded by an assignee of the judgment. Gill v Truelsen, 39 M 373, 40 NW 254.

An attorney's lien upon a judgment is superior to the claim of a creditor in whose favor execution has been levied. Henry v Traynor, 42 M 234, 44 NW 11.

The lien rights of attorneys for the plaintiff are superior to the rights of set-off on account of a judgment obtained in another court by the judgment debtor against the judgment creditor in the instant case. Lindholm v Itasca, 64 M 46, 65 NW 931; Lundberg v Davidson, 68 M 328, 72 NW 71.

In an action brought by a judgment debtor against his judgment creditor to offset mutual judgments. Held, that the judgment debtor may, without prejudice as to an attorney's lien upon the other judgment, offset the mutual judgments, provided the action for that purpose be commenced without notice of the attorney's lien. Morton v Urqquhart, 79 M 390, 82 NW 653.

An attorney's lien on a judgment is superior to the claim of a creditor, and the same rule applies where the judgment debtor seeks to set off one judgment against another. Exsted v Otto, 206 M 644, 287 NW 602.

7. Summary enforcement

The court has jurisdiction, in a summary proceeding, to compel an attorney to pay to his client moneys received as the result of litigation; and in the instant case the trial court rightfully determined the amount the attorney should pay to the plaintiff, after deducting the agreed fees. Landro v Great Northern, 122 M 87, 141 NW 1103.

481.14 REFUSAL TO SURRENDER PROPERTY TO CLIENTS.

HISTORY. R.S. 1851 c. 93 ss. 17, 31; P.S. 1858 c. 82 ss. 17, 31; G.S. 1866 c. 88 ss. 16, 17; 1877 c. 35 s. 1; G.S. 1878 c. 88 ss. 17, 18; G.S. 1894 ss. 6195, 6196; R.L. 1905 s. 2289; G.S. 1913 s. 4956; G.S. 1923 s. 5696; M.S. 1927 s. 5696.

The attorneys having no interest in the cause of action at the time it was commenced, have not strictly speaking a right to intervene in the action; but under the statute they do have a right to proceed within the statute to enforce their statutory lien, and the court has summary jurisdiction to enforce the rights of the attorney against the client as well as jurisdiction over the attorney as to property of the client in the possession of the attorney. Weicher v Cargill, 86 M 271, 90 NW 402.

An attorney who recovers a judgment may not compromise or discharge the same for a less sum than its value without authority from his client, and if he does so the client may recover the sum received by the attorney, and also maintain his action for such damages as he has sustained by reason of the unlawful settlement. Burgraf v Byrnes, 94 M 418, 103 NW 215.

Power of the court to construe the rights and privileges of an attorney in a controversy with client growing out of plural trials and appeals and the compensation to be allowed to the attorney. Farmer v Stillwater, 108 M 41, 121 NW 418.

The court has jurisdiction in a summary proceeding to construe the contract between an attorney and his client; determine the amount due the attorney; and compel the attorney to refund to the client what is rightfully his. Landro v Great Northern, 122 M 87, 141 NW 1103.

The petitioner being under arrest caused his daughter to pay to his attorney $1,000 to secure bondsmen against loss. On acquittal the attorney retained the $1,000 as his fee. The petitioner asked for an order to show cause why the $1,000 should not be repaid to his daughter. The trial court granted the application.

Held, the trial court had the disciplinary authority to require the attorney to return the money; whether a summary proceeding be entertained or the petitioner put to his remedy of an action of law rest in the sound discretion of the court; the findings of the trial court are not clearly or palpably against the evidence and are therefore sustained. Charest v Bishop, 137 M 102, 162 NW 1063.

In a divorce proceeding the prevailing plaintiff, the wife, obtained certain property standing in her name, but was required to pay her husband $2,500 for his interest in the property. The attorney claimed $1,250 as his fee, and after trial and appeal the supreme court held the contract was ineffective, but that the attorney should be paid and the case was remanded to the trial court to determine the reasonable value. Held, it was within the discretion of the district court to submit the question to a jury; and might include in the allowance for services performed on matters germane to the divorce at a date prior to his retainer in the divorce action. Klampe v Klampe, 145 M 404, 177 NW 629.

Plaintiff, an alien, was in jail because of failure to register. Defendant attorney obtained on plaintiff's order $250.00. That same day the defendant enlisted and the proceedings against him dismissed. The trial court in summary proceedings and based on affidavits ordered the attorney to return to the client $175.00 of the amount. Held, the defendant is in no position to question the propriety of the proceeding. Misenich v Nelson, 148 M 479, 181 NW 319; State v Carey, 151 M 517, 187 NW 710.

A client has the unrestricted right to agree with his attorney as to the attorney's compensation; and a new contract entered into during the pending of the action changing the stipulated fee to the reasonable value of the service is valid and binding. An action against trustees of a corporation to compel restoration of profits brought after refusal of the corporation to bring it, is in effect a suit by the corporation, but the corporation is not chargeable with the cost and expense in event the suit fails of its purpose. The volunteer stockholder must pay his attorney, and the district court has power to make the award, and the supreme court to order a modification of the amount if deemed excessive. Eriksson v Boyum, 150 M 192, 184 NW 961.

Where after disposal of a controversy, the client and attorney agree upon the amount the attorney is to retain from the money recovered, and the attorneys later learn of dissatisfaction of the client as to the charge, the attorney cannot force the client into court by summary process to have confirmed the fee settlement or a new fee set by the court in its discretion. The client on his part may choose the remedy he prefers. He may apply to the court in summary proceeding, or he may sue as in a civil action and demand a jury trial. Westerlund v Peterson, 157 M 379, 197 NW 110.

An order, in a summary proceeding to determine as between four attorneys for plaintiff, their rights as between themselves to an agreed fee already paid three of them impounding the money pendente lite and requiring security for its payment when ordered by the court, is not appealable. Meacham v Ballard, 180 M 30, 230 NW 113.

An order, based upon an order to show cause submitted upon affidavits is a final order and in proper form, for no judgment was necessary to be entered against either party. Caulfield v Jewett, 183 M 503, 237 NW 190.

The evidence sustains the findings that appellant, as respondents' attorney, has certain moneys, the property of respondents, in his hands which in these proceedings the court rightfully ordered him to turn over to clients. In re George H. Gerlich, Jr., 184 M 346, 238 NW 640.

An attorney engaged merely to make a collection has no implied authority, unless there are exceptional circumstances, to endorse for his client a check received in payment of the claim. Unless the circumstances are such as to create an estoppel, the bank may be held to repayment. A summary proceeding to compel the attorney to disgorge, or the filing of a criminal complaint, is not inconsistent with holding the bank. Rosacker v Bank, 191 M 553, 254 NW 824.

Rules governing attorneys in the practice of their profession. 16 MLR 286.

481.15 REMOVAL OR SUSPENSION.

HISTORY. R.S. 1851 c. 93 ss. 19, 20; P.S. 1858 c. 82 ss. 19, 20; G.S. 1866 c. 88 ss. 18, 19; G.S. 1878 c. 88 ss. 19, 20; G.S. 1894 ss. 6197, 6198; R.L. 1905 s. 2290; G.S. 1913 s. 4957; 1921 c. 334 s. 1; G.S. 1923 s. 5697; M.S. 1927 s. 5697; 1933 c. 79.

Affixing false dates to the jurats and acknowledgments of papers used to qualify an elected justice of the peace is "wilful misconduct in his profession," and the guilty attorney is subject to discipline. In re Arctander, 26 M 25, 1 NW 43.

A note having been placed in the hands of an attorney, he agreed with the maker of the note that, if she would furnish board to his law partner, he would endorse and apply the amount of said board on the note. This endorsement was duly made. The payee of the note repudiated the arrangement and collected the note in full. No accounting of the amount endorsed on the note was made by the attorney. Held, the attorney was subject to discipline. In re Temple, 33 M 313, 23 NW 463.

An attorney convicted of the crime of perjury is subject to disbarment. In re Madigan, 66 M 9, 68 NW 1102.

An attorney guilty of changing and altering public records is subject to disbarment. In re Nunn, 73 M 292, 76 NW 38.

Misappropriation by an attorney at law of the money of his client is such wilful misconduct in his profession as to justify his disbarment. Southworth v Bearnes, 88 M 31, 92 NW 466; Board v Novotny, 122 M 490, 142 NW 733; 161 M 503, 201 NW 949; In re Eberhart, 164 M 409, 205 NW 266; In re Cherry, 166 M 448, 208 NW 197; In re Ericson, 171 M 111, 213 NW 556; In re Buck, 171 M 352, 214 NW 662; In re Hage, 171 M 434, 214 NW 663; In re Spencer, 172 M 158, 215 NW 191; In re George, 172 M 347, 215 NW 425; In re Heath, 178 M 547, 227 NW 892; In re Neumeister, 180 M 147, 230 NW 487; In re Comfort, 180 M 148, 230 NW 582.

An attorney guilty of causing a false affidavit to be made in order to obtain a fee from the county for the defense of a criminal; and who was further guilty of bad faith to his client by aiding the client's adversary to collect his claim against client is subject to disbarment. State Board v Byrnes, 93 M 131, 100 NW 645.

Irregular conduct regarding misrepresentation to client. Held, not sufficient to warrant discipline. Board v Dodge, 93 M 160, 100 NW 684.

An attorney who encouraged and assisted in the concealment and non-attendance of a witness in a criminal case is subject to discipline. Board v Lane, 93 M 425, 101 NW 613.

An attorney who bought drinks and a bottle of whisky for a juror while a case was on trial, and who loaned the jury a dollar is guilty of an act subject to discipline. Board v Reynolds, 98 M 45, 107 NW 144.

Misrepresentation to numerous clients through which the attorney made secret profits is unprofessional misconduct and warrants disbarment. Board v Byrnes, 100 M 76, 110 NW 341.

Although guilty of inexcusable delay in closing an estate of which he was administrator, the fact that the amount to be paid, and the proper division as among heirs was yet to be determined by the courts, relieves the attorney from any disciplinary measures. Board v Palmer, 103 M 522, 114 NW 1133.

The attorney, having written a personal letter to the chief justice of the supreme court, impugning both the intelligence and the integrity of said chief justice and his associates in the decisions of certain appeals in which the attorney had appeared. Held, the attorney is guilty of professional misconduct and subject to discipline. Board v Hart, 104 M 89, 116 NW 212.

An attorney found to have inserted grossly libelous matter not pertinent to the issue in certain pleadings, and to have continued to hold himself out to the practice of law while under suspension, may be disciplined. Board v Bensel, 119 M 532, 137 NW 1115; 122 M 528, 142 NW 1134.

Being found guilty of and fined for a misdemeanor, entering into contracts of a champertous nature; and withdrawing a motion for a new trial without the consent of his client, deemed in the aggregate to warrant discipline. Board v De La Motte, 123 M 54, 142 NW 929.

Violation of the statute prohibiting the publication of advertisements soliciting divorce business is ground for discipline. Board v Giantvalley, 123 M 529, 143 NW 1135.

Conviction of the crime of forgery is ground for disbarment. Board v Reineke, 124 M 528, 144 NW 1134; Board v Thoen, 124 M 529, 144 NW 1135; In re McLean, 196 M 5, 263 NW 906; In re Olson, 197 M 409, 267 NW 361.

The accused attorney falsely stated, when before the finance committee of the senate, that neither he nor anyone in his office was to get any fees out of certain grants by the state. On the amount recovered, he charged 50 per cent. Held, misconduct indicative of moral unfitness for the profession, whether it be professional or nonprofessional, justifies dismissal as well as exclusion from the bar. In re Cary, 146 M 80, 177 NW 801.

Attempting to appropriate to his own use property which he knew did not belong to his client, but which had been intrusted to an attorney to deposit in lieu of a bond, is ground for discipline. In re Condon, 157 M 24, 195 NW 492.

An attorney who neglects to remit promptly, who fails to answer inquiries of non-resident clients, and who makes misleading and false statements concerning collections made is subject to disbarment. In re Dahl, 159 M 481, 199 NW 429.

An attorney who presents a check to the state treasurer for filing fees of an incorporation filing with the secretary of state, and fails to make it good for nearly a year and then only after a complaint is made with a view to disbarment, is subject to discipline. In re Karatz, 162 M 80, 202 NW 74.

The respondent was a fugitive from justice coming from Canada. He took an assumed name which he adopted as his own and procured a license to practice law by fraud. That misrepresentation is sufficient to justify a vacation of the order admitting him to the bar. He was guilty of other acts warranting discipline. In re Bauer, 167 M 350, 209 NW 31.

The use of a notice to debtors by a collection attorney, simulating legal process, is a ground for discipline. In re Dows, 168 M 6, 209 NW 627.

Conduct in his domestic relations, and deceit practiced on his wife in divorce proceedings deemed grounds for disbarment. In re McGinley, 168 M 224, 209 NW 870.

Having knowledge of certain facts the respondent testified falsely when interrogated by judges of the United States district court, and was disbarred. In re Hertz, 169 M 431, 211 NW 678.

In representing his mother in the sale of property, the respondent concealed and misrepresented the existence of a valid lien against the property, which lien was later foreclosed and the property lost to the vendee. A judgment of disbarment was issued. In re Skinner, 171 M 437, 214 NW 652.

Respondent made a false affidavit deceiving the court, was guilty of discourteous conduct to a client, accused attorneys and judges of "double crossing," filed notice of lis pendens where no claim existed, and made false affidavits in entering a judgment illegally, and was disciplined by disbarment. In re Bresky, 171 M 490, 214 NW 666.

Conviction of an attempt to avoid the federal income tax is conviction of a misdemeanor involving moral turpitude and grounds for discipline. In re Diesen, 173 M 297, 215 NW 427, 217 NW 356.

An attorney charged with failing to account for money collected may be called for cross-examination under the statute. In re Halvorson, 175 M 520, 221 NW 907.

Bribery of a public official is ground for disbarment. In re Erickson, 175 M 626, 221 NW 724.

Actively aiding and abetting a client in concealing assets from his trustee in bankruptcy, and writing a letter indicating a willingness to take a reprehensible advantage of a confiding client, are grounds for disbarment. In re Glover, 176 M 519, 223 NW 921.

Unfair and irregular conduct and deceit in handling the affairs of an incompetent veteran, and, on behalf of his client persuading a young girl to accept a voidable note in settlement of a wrong, is grounds for discipline. In re Young, 177 M 203, 225 NW 97.

Proof that the respondent accepted fees for the bringing of divorce proceedings, and also accepted fees for carrying through of bankruptcy proceedings, and failed to perform his agreement or return the money, is ground for disbarment. In re Redding, 177 M 352, 225 NW 274.

Misappropriation by an attorney at law of the money of his client is such wilful misconduct in his profession as to justify his disbarment. In re Kahner, 180 M 556, 231 NW 233; In re Alex Kanter, 181 M 65, 231 NW 396; In re Scott, 181 M 230, 232 NW 108; In re Fitz Gibbons, 182 M 373, 234 NW 637; In re Smith, 184 M 87, 237 NW 877; In re Moerke, 184 M 314, 238 NW 690; In re Manahan, 186 M 98, 242 NW 548; In re Hughes, 188 M 460, 247 NW 680; In re Severson, 189 M 20, 248 NW 293; In re Stauning, 190 M 405, 252 NW 84; In re Dahlberg, 190 M 497, 252 NW 417; In re Ebert, 191 M 589, 255 NW 89; In re Nelson, 192 M 313, 256 NW 186; In re Strand, 194 M 391, 260 NW 499; In re Rasmussen, 195 M 190, 262 NW 258; In re McGrath, 196 M 351, 265 NW 23; In re Lundeen, 200 M 577, 274 NW 825; In re Leonard Sutton, 213 M 76, 5 NW(2d) 396.

Soliciting and receiving a bribe "with intent to influence" the official action of a federal board of which he was the legal adviser is ground for disbarment. In re Beach, 180 M 557, 231 NW 241.

Neglecting to acknowledge receipt of claims forwarded for collection, failure to report on clients' business, and refusal to return papers to clients on request are grounds for discipline. In re Scott, 181 M 230, 232 NW 108; In re Larson, 187 M 427, 245 NW 626.

While serving as an officer and employee of a bank on a stated salary, an attorney, by agreement, continued to practice law, and his fees were turned over to and deemed earnings of the bank. This assisted the bank in unauthorized practice of law, and was grounds for discipline. In re Otterness, 181 M 254, 232 NW 318.

The respondent in the collection of civil claims took advantage of the fact he was county attorney to suggest or use criminal process as an aid to collection. Held to be grounds for discipline. In re Joyce, 182 M 156, 234 NW 9.

Where respondent is found guilty of compounding a crime and sentenced to the state penitentiary, such is deemed grounds for disbarment. In re Ostensoe, 183 M 99, 235 NW 521.

Conviction of grand larceny in the second degree is ground for disbarment. In re Nelson, 183 M 140, 235 NW 675; In re Smith, 188 M 385, 240 NW 921.

Borrowing money under false pretences, giving checks without funds, together with in at least one instance failing to remit moneys, is ground for disbarment. In re Smith, 183 M 220, 236 NW 324.

Conversion of money belonging to an insane woman is ground for disbarment. In re Tollefson, 183 M 349, 237 NW 192.

Appropriation of funds intrusted for investment, perjury, and knowingly filing forged instruments, requires the disbarment of an attorney. In re Friedman, 183 M 350, 236 NW 703.

Conspiracy with and participation in a scheme of solicitation of business of persons engaged in illegal liquor traffic, and misrepresentation as to ability and influence to protect solicited clients from jail sentence, held to be grounds for disbarment. In re Chisholm, 185 M 326, 241 NW 53.

Where an attorney pleads guilty to an indictment charging him with racketeering in the cleaning and dyeing industry, he is subject to discipline. In re Moses, 186 M 357, 243 NW 386.

Respondent refused to pay over certain moneys, the property of his clients, or obey the mandate of the court ordering the payment, basing his refusal on the grounds he was entitled to 50 per cent thereof. Held, the excuse not tenable and is not offered in good faith, and respondent is removed from his office as attorney at law. It being a continuing offense, the time limitation does not apply. In re Gerlich, 187 M 88, 244 NW 414.

An attorney convicted of forgery in the second degree is subject to disbarment. In re John J. Bell, 188 M 31, 246 NW 467.

An attorney sentenced to prison by the federal court for the crime of embezzlement is subject to disbarment. In re Sashs, 188 M 94, 246 NW 662.

Failure of an attorney promptly to account for moneys belonging to clients, and failure to respond to letters sent to him by bar associations and bar committees, calls for disbarment. In re Breding, 188 M 367, 247 NW 694; In re Bodin, 189 M 396, 249 NW 569.

An attorney who receives money from his client to apply to a specific purpose, mingles it with his own funds and fails to apply it as directed should be subjected to discipline. In re Solem, 188 M 572, 248 NW 212.

An attorney who employs other attorneys to solicit personal injury actions for him, and through such employees and his own active solicitation and efforts, carried on a systematic organization for procuring such business is guilty of unethical conduct, and is subject to the discipline of the court. In re Greathouse, 189 M 51, 248 NW 735.

Misconduct indicative of moral unfitness for the profession is sufficient to justify the court in suspending an attorney from the practice of law even if the misconduct arose out of transactions where there existed no attorney-client relationship between such attorney and those with whom he dealt. In re Waleen, 190 M 13, 250 NW 798; 196 M 295, 264 NW 802.

Respondent's misconduct was a continuing one, and the time limit did not apply, and was based upon numerous forgeries, misrepresentations and misappropriations, and though all were made good, the misconduct was so gross as to warrant disbarment. In re Waters, 192 M 262, 256 NW 139.

For raising the amount on several receipts attached to verified bills upon which the respondent as county attorney, received reimbursement from the county, thereby defrauding the county, respondent is disbarred. In re Forbes, 192 M 544, 257 NW 329.

Attorney disbarred for conviction of a felony. In re Smith, 170 M 408, 212 NW 535; In re Ginsberg, 192 M 547, 257 NW 337; In re Karatz, 202 M 306, 278 NW 41; In re Hanson, 203 M 365, 281 NW 517; In re Van Wyck, 207 M 145, 290 NW 227; In re Wallace, 209 M 465, 296 NW 534.

An attorney was admitted to practice in North Dakota in 1905, in Minnesota in 1920, and in Wisconsin in 1926. The Wisconsin supreme court disbarred him in 1932. Held, sufficient to warrant the supreme court of Minnesota striking his name from the roll of attorneys. In re Leverson, 195 M 43, 261 NW 480.

Wilful disobedience of an order of a federal judge and neglect to answer letters and the furnishing of untrue explanations warrants discipline. In re Ostensoe, 196 M 102, 264 NW 569.

A statute providing a two-year limitation for the bringing of disciplinary proceedings against an attorney is unconstitutional as an attempted invasion by the legislature of the judicial field. An attorney who solicited business of liquidating the indebtedness of small debtors, wilfully assumed a position where his personal interest was opposed to that of his client, and generally conducted a business of exploitation rather than service, is subject to discipline. In re Tracy, 197 M 35, 266 NW 88, 267 NW 142.

Where an accusation is duly filed and a copy served upon an attorney who fails to appear or answer that may be taken as an admission, and an order of disbarment may issue. In re Ahlstrom, 198 M 29, 268 NW 638; In re Temple, 203 M 365, 281 NW 290; In re Turnquist, 206 M 104, 287 NW 795.

Deliberately false testimony of an attorney followed by a false answer in the instant proceedings, verified by his oath, warrants disbarment. In re Miller, 199 M 295, 271 NW 593.

It is the duty of an attorney to answer important letters relating to his practice. If his delinquency is due to mental ailments or the use of drugs so that he is unable to maintain a proper standard of conduct, he may be removed from the roll of attorneys. In re Chmelik, 203 M 156, 280 NW 283.

Complaint against defendant charged with practicing law while under order of disbarment. Found guilty of contempt and punished accordingly. In re Nelson, 203 M 598, 280 NW 5.

The court finds upon evidence that is deemed convincing that since the Greathouse decision respondent has by means of employees furnished with photostatic copies of checks and with newspaper clippings, sought out persons who have sus-

tained personal injuries for the purpose of inducing them to sign contracts employing respondent as an attorney. As a conclusion of law, a disciplinary judgment must be entered. In re McDonald, 204 M 61, 282 NW 677, 284 NW 888.

Respondent was found guilty of unethical conduct in assisting a corporation and a disbarred attorney in the unauthorized practice of law, and subject to discipline. In re Quigley, 206 M 20, 287 NW 105.

Convicted on nolo contendere of the crime of embezzlement. In re Sutton, 213 M 76, 5 NW(2d) 396.

Convicted in the federal court of the crime of having failed to report for induction. In re Lindquist, 216 M 344, 12 NW(2d) 719.

Embezzlement from client. Suspended sentence. In re Lipscomb, 217 M 509, 15 NW(2d) 188.

Proceedings dismissed without prejudice to reinstatement. In re Kennedy, 217 M 600, 15 NW(2d) 26.

Laws 1921, Chapter 334, amends General Statutes 1913, Section 4957, and repeals General Statutes 1913, Sections 4958 to 4961, relating to removal of or suspension of an attorney. Laws 1933, Chapter 79, amends Section 481.15 by excepting contempt of court.

Attorneys having agents engaged in solicitation of business relating to obtaining the advantages of the mortgage moratorium law are subject to discipline. OAG Aug. 22, 1933.

Report of ethics committee of Minnesota state bar association. 1 MLR 100.

Disbarment because of encouragement of divorce litigation. 5 MLR 71.

Unprofessional conduct of attorney. 8 MLR 158.

Acts in one state as a basis for disbarment in another. 10 MLR 610.

Threat or use of criminal proceedings in enforcing civil claims. 15 MLR 338.

Rules governing attorneys in the practice of their profession. 16 MLR 270.

Constitutionality of statute limiting time for bringing disciplinary proceedings against attorneys. 20 MLR 813.

481.16 CERTAIN ATTORNEYS NOT TO DEFEND CERTAIN PROSECUTIONS; PENALTY.

HISTORY. Penal Code 1886 ss. 502, 503; G.S. 1894 ss. 6810, 6811; R.L. 1905 s. 5181; G.S. 1913 s. 9015; G.S. 1923 s. 10519; M.S. 1927 s. 10519.

Rules governing attorneys in the practice of their profession. 16 MLR 291.