

# Montana Law Review

---

Volume 15  
Issue 1 *Spring 1954*

Article 6

---

January 1954

## William J. Jameson

Follow this and additional works at: <https://scholarship.law.umt.edu/mlr>



Part of the [Law Commons](#)

---

### Recommended Citation

, *William J. Jameson*, 15 Mont. L. Rev. (1954).

Available at: <https://scholarship.law.umt.edu/mlr/vol15/iss1/6>

This Tribute is brought to you for free and open access by The Scholarly Forum @ Montana Law. It has been accepted for inclusion in Montana Law Review by an authorized editor of The Scholarly Forum @ Montana Law.

**WILLIAM J. JAMESON**

The Law School Association of Montana State University is particularly proud of the election of a Montana lawyer and graduate of the MSU School of Law as president of the American Bar Association.

William J. Jameson, Billings, who earned his LL.B. in 1922 after receiving a B.A. degree in Business Administration in 1919, is the second man from the Rocky Mountain region ever to head the American Bar Association—preceded in 1916-17 by George Sutherland of Utah, later a member of the U. S. Supreme Court.

During his term of office, Mr. Jameson is striving for completion of two major projects of the ABA. One is the American Bar Center in Chicago, a vast new building adjoining the University of Chicago campus designed to serve as a research center for ABA projects relating to improvement of laws, administration of justice, and professional practice. The other is the ABA survey of the legal profession, a monumental research described as “a broad study of the function of lawyers in a free society,” financed by Carnegie Foundation grants and conducted by more than 400 experts in the widely varied fields of American law.

Mr. Jameson was born in Butte and grew up in Roundup, moving with his family to Missoula soon after his graduation from high school. While at the University he was elected president of the student body. After receiving his LL.B., he went to Billings to join the late W. M. Johnston and H. J. Coleman in the law firm which is now Coleman, Jameson and Lamey.

In 1952, in recognition of his outstanding career in the legal profession, his record of public service in the development of Montana, and his contribution to the welfare and growth of the university, Montana State University conferred upon Mr. Jameson an honorary Doctor of Laws degree.

Mr. Jameson served two terms in the Montana legislature as a representative from Yellowstone county, is a former member of the Billings school board, and was president in 1947 of that city's Commercial Club. In 1936-37 he served as president of the Montana Bar Association, and since 1946, prior to his election to the presidency of the American Bar Association, he served as a member of the ABA House of Delegates.

He has served as a director of the Montana Power Company and as a trustee of the University's Endowment Foundation, Billings Deaconess Hospital, YMCA, and First Methodist Church. He is a past district governor of Lions International and is the

only person to twice be elected president of the Montana State University Alumni Association. He is married to the former Mildred Lore of Billings, also an MSU graduate.

### COLLATERAL DEFENSES TO NEGOTIABLE INSTRUMENTS

This paper has been prepared in an effort to clarify the law relating to the right to set off<sup>1</sup> a claim arising out of a collateral transaction in an action on a negotiable instrument by one who is not a holder in due course.

An examination of this problem involves an analysis of some fundamental propositions applicable to the *Uniform Negotiable Instruments Law*. This act shall hereafter be referred to as the *N I L*.

As to the construction of the *N I L*, Brannan<sup>2</sup> quotes Mr. Eaton<sup>3</sup> as expressing the weight of authority and the better view. The following extract is taken from Mr. Eaton's article:

“ . . . It ought to be interpreted in such a way as to give effect to the beneficent design of the Legislature in passing an Act for the promotion of harmony upon an important branch of the law. Simplicity and clearness are ends especially to be sought. The language of the act is to be construed with reference to the object to be attained. Its words are to be given their natural and common meaning, and the prevailing principles of statutory interpretation are to be employed. Care should be taken to adhere as closely as possible to the obvious meaning of the act, without resort to that which had theretofore been the law of any particular commonwealth, unless necessary to dissolve obscurity or doubt, especially in instances where there was a difference in the law of the different states.”<sup>4</sup>

<sup>1</sup>In *Teeters v. City Nat. Bank of Auburn* (1938) 214 Ind. 498, 14 N.E. (2d) 1004, 118 A.L.R. 383, set-off was defined as “the right which exists between two persons, each of whom under an independent contract, express or implied, owes an ascertained amount to the other, to set off their mutual debts by way or deduction so that, in an action brought for the larger debt, the residue only after such deduction may be recovered.” It must be remembered that the right of set-off is statutory, and that the statutes and the constructions thereof vary as to the time when the claims must have matured and as to the parties against whom the set-off is available. See 2 WILLISTON ON CONTRACTS (Rev. ed. 1936) § 432, p. 1245.

<sup>2</sup>BEUTEL, BRANNAN'S NEGOTIABLE INSTRUMENTS LAW (6th ed. 1938) p. 100.

<sup>3</sup>President of the National Conference of Commissioners on Uniform State Laws during the early years of its history.

<sup>4</sup>Eaton, *Decisions on Negotiable Instruments*, 14 HARV. L. REV. 88, 93 (1913).