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Our Supreme Court Holds

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with an agreement that the proceeds are to be used to pay the accounts in his hands. He will have an opportunity to personally become acquainted with a class of business men who are quite likely to need the services of a lawyer.

When business comes, however small it may be or however trivial, he should give it prompt, thorough and immediate attention. The bible says: "Let not the sun go down upon your wrath," and the young lawyer might well adopt as a motto, "Let not the sun go down upon an unanswered letter or upon a piece of business unfinished which may be finished." Promptness and expedition in his business will win the beginner more valuable business friends than any other one thing which he may do. Procrastination is not only the thief of time, but it slays opportunity and prevents success. "Seest thou a man diligent in his business he shall stand before kings." In no business is this proverb more applicable than in the law business.

One of the most difficult things the young lawyer encounters is that of establishing and maintaining regular office hours during the period of waiting. A thousand temptations will assail him. The woods, the streams and the fields will call him; the golf grounds, the ball park will beckon to him. If he establish his office hours and maintain them, the chances are that his first important piece of business will come to him because he is in his office and available when others are not. Business has gone to the office of a young lawyer many times because one business man has said to another: "Let us go to Jones, because I know he is always in his office." The modern business man does not want his business attended to day after tomorrow; he wants it done this afternoon, immediately. Other things being equal, the man who renders prompt and immediate service will secure the business.

When business comes to the young lawyer he should not look at it merely as a legal problem. He should endeavor so far as possible to view the matter from the standpoint of his client and then act in the best interests of the client. Many young lawyers make no attempt to understand the business side of problems which are presented to them, and many business men complain generally because of their failure to consider anything but the legal side of matters presented to them. Every young lawyer should study the business which comes into his office from a business standpoint. This will not only help him with his client, but is very valuable in determining what procedure shall be followed and what legal principles are applicable. Every business has its unwritten laws and customs and peculiarities. If the young lawyer does not study these he is likely to make serious mistakes.

(Continued in next issue)

OUR SUPREME COURT HOLDS

In Williston Savings & Loan Association, a corporation, Pltff. and Applt., vs. Daisy M. Kellar and Joseph T. Kellar, Dfts. and Respts.

That where a transaction, between the Home Owners' Loan Corporation and a creditor of one whose indebtedness is being refinanced by the

corporation, is conducted by correspondence which shows the amount of the indebtedness and the creditor's dealings with the debtor for settlement thereof in whole or part, and the creditor thereafter executes and delivers to the Loan Corporation an instrument known as "mortgagee's consent to take bonds", specifying in the instrument the amount of his indebtedness to be extinguished by acceptance of these bonds, such instrument must be interpreted in the light of all of the correspondence to determine what portion of the indebtedness, if any, remains unsatisfied.

That where, in a transaction between a creditor and debtor, application is made to the Home Owners' Loan Corporation to refinance the indebtedness of the debtor; and the Loan Corporation refuses to refinance in the amount admitted to be due to the creditor, but offers to refinance in a lesser sum; and the creditor notifies the Loan Corporation he will accept the bonds to be delivered by the Loan Corporation and that the debtor has agreed to execute and deliver to the creditor a note and mortgage for the difference between the face value of the bonds and the amount due the creditor; and thereafter with full knowledge of this agreement for a second mortgage, the Loan Corporation delivers the bonds specified; there is no fraud or deception practiced upon the Loan Corporation.

That a note, executed thereafter by the debtor in light of the foregoing, in an amount not exceeding the remainder of the indebtedness due the creditor and secured by a second mortgage upon the property involved in the refinancing operation, is executed for a valid consideration and is enforceable.

Appeal from the judgment of the District Court of Williams County, Jacobson, J. REVERSED. Opinion of the Court by Burr, J.

In Lakesville Township, a municipal corporation, Pltf. and App. vs. Northwestern Trust Company, Def. and Resp.

That in a suit to recover from the surety on a bond given to assure payment of deposits of public funds by a depository bank, where it appears that more than six years prior to the commencement of this action the bank closed, a receiver was appointed and no payments upon the deposit liability by either the receiver or the surety were made within the six year period, it is held that the cause of action accrued more than six years prior to the commencement of the action.

That a township is a body corporate with capacity to sue and be sued and is amenable to statutes of limitation.

That in a suit against the surety on a bond given to secure deposits of public funds the receiver of the depository is not a necessary party and the appointment of such receiver does not interrupt the running of the statute of limitations.

From a judgment of the District Court of Grand Forks County, Hon. P. G. Swenson, Judge, plaintiff appeals. AFFIRMED. Opinion of the court by Morris, J.

In Fred Reitman, Applt. vs. Athalie Whitaker et al Def., C. G. Gross, interpleaded Def. and Resp.

That in an action to quiet title to a tract of land, the evidence is examined and it is HELD, for reasons stated in the opinion, that the plaintiff has failed to establish that he is the owner of the land in suit, and that the evidence does establish that the defendant, Gross is the owner of 30-38ths interest in the fee simple estate in such land.

That in this state it is essential to the validity of a contract for the sale of an estate in real property other than an estate at will, or for a term not exceeding one year, that such contract be in writing subscribed by the party disposing of the same or by his agent thereunto authorized by writing. (N. D.R.C. 1943, Sec. 47-1001).

From a judgment of the District Court of McLean County, Jansonius J. plaintiff appeals. AFFIRMED opinion of the court by Christianson, Ch. J.