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Our Supreme Court Holds

North Dakota State Bar Association

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of sanctions or penalties to those authorized by law; and (d) a clear statement of the procedure for judicial review and an adequate scope thereof, together with provisions which will simplify and decrease the cost of such review.

'(4) General Provisions. In connection with all administrative proceedings; (a) Provision for the proper delegation and decentralization of authority; a definitely stated right of appearance and representation of parties; and the simplification of the admission of attorneys or others to practice before administrative agencies and (b) appropriate limitations upon investigatory powers, the issuance of subpoenas, and administrative publicity.

'(5) Exceptions. The exception of purely executive functions which do not lend themselves to formal procedures, such as lending, spending, national defense and similar types of governmental activity.

'Resolved, That the House of Delegates expresses the opinion that Senate Bill 674 (which was drafted by the minority of the Attorney General's Committee) is the bill which up to this time best embodies the above statement of principles; and further

'Resolved, That the enactment into law of legislation embodying these principles is of great public importance and that the Association lend every effort in aid thereof.'

(Continued in next issue)

OUR SUPREME COURT HOLDS

In Robert T. Croak and Betty Croak, Pltfs. and Respts., vs. Ed Witteman, Deft., Tillie Egan, Louisa McIlwain, et al, Inters. and Applt.

That a transferee of real property subject to a trust takes it free of the trust if he is a purchaser without notice and for value. This rule is applicable whether the property involved is subject to an express trust or is impressed with a constructive trust.

That a duly executed instrument denominated a quit-claim deed purporting to "grant bargain, sell, release and quit-claim" to the grantees property described therein "to have and to hold the above quit-claimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said parties of the second part, their heirs and assigns, forever", when taken in good faith, for value and without notice is sufficient to support a claim of bona fides on the part of the grantees.

That the essential elements of a bona fide purchase are: (1) a valuable consideration, (2) the absence of notice, (3) the presence of good faith.

That where the consideration for the conveyance of real estate is the extinguishment of an antecedent debt and as a result of the transaction the transferee surrenders valuable rights or changes his position to his detriment the transferee may be considered a bona fide purchaser if he entered into and carried out the transaction in good faith and without notice.

Appeal from the District Court of Bottineau County, Grimson, J. **AFFIRMED.** Opinion of the court by Morris, J.

In State of North Dakota, Pltf. and Respt., vs. Alan Coliton, Deft. and Applt.

That a child born to a married woman, but begotten during the continuance of the marriage status by one other than her husband, is a child "born out of wedlock", within the purview of our Uniform Illegitimacy Act.

Appeal from the District Court of Bottineau County, Grimson, J. Affirmed. Opinion of the Court by Burr, J.

In Commercial Bank of Mott, a Corporation, Pltf. and Respt., vs. The Adams County Abstract Company, a Corporation, Deft. and Applt.

That when, at the close of the taking of testimony in a jury case, both parties move for a directed verdict, the jury is discharged, the trial court makes findings of fact, therefrom draws conclusions of law, orders judgment thereon, and a party appeals from said judgment alone, the appellant may have reviewed all errors of law appearing on the record; and if the judgment entered is not warranted by the facts found, the judgment will be set aside.

That the relationship between an abstracter and one who employs him to furnish an abstract to title to land is one of contract.

That where such abstracter certifies there are no mechanics' liens on file against the land involved, while as a matter of fact there are, and thereafter the purchaser of the abstract sells the land to a third party, who purchases in reliance upon said abstract, such third party has a cause of action against the abstracted based on the mistake made.

Appeal from the District Court of Adams County, Hon. Harvey J. Miller, Judge.

REVERSED. Opinion of the Court by Burr, J.

In Louise Bumann and Elizabeth Keehn, Pltfs. and Respts., vs. Burleigh County, a public corporation, Guaranty Security Company, a domestic corporation; and all other persons unknown, claiming any interest or estate in, or lien or encumbrance upon the property described in the complaint, Defts., W. H. Brown, Deft. and Applt.

That an estate in real property may be transferred by an instrument in writing subscribed by the party disposing of the property.

That to make a transfer of real property by a deed valid as between the grantor and the grantee, it is not necessary that the instrument be acknowledged.

That where one claims title to real property by virtue of a tax deed, he obtains his title "under an independent grant from the sovereign authority" and can not claim to be a subsequent purchaser in good faith and for a valuable consideration, under the recording statute as against a grantee of the original owner. Baird etc. vs. Stubbins, 58 N. D. 351, 226 N. W. 529.

That where a deed is executed and delivered so that the grantor parts with all authority and dominion over the instrument, this delivery is absolute and the instrument takes effect thereupon discharged of any alleged condition on which the delivery was made.

That even if the trial court erred in permitting amendments of the summons and complaint to show an additional party plaintiff, such error is without prejudice when the record shows that such additional party plaintiff had no interest whatever in the subject matter of the action, did not seek to intervene, was not interpleaded, did not appear, and was not a necessary party.

That under the law in force in 1940, a notice of the expiration of the time of redemption from a tax sale, issued in May, 1940, was required to be served upon the occupant and tenant in possession of the land involved before a valid tax deed could issue.

Appal from the District Court of Burleigh County, Hon. H. L. Berry, Special Judge.

AFFIRMED. Opinion of the Court by Burr, J. Christian, C. J. Concurring specially.