



1937

## Our Supreme Court Holds

North Dakota State Bar Association

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bough, Fargo; C. E. Sauter, State of Washington; B. W. Shaw, Mandan; L. N. Torson, State of Wisconsin; J. H. Vosburg, State of California, Carl Aurland, Minot.

Additions to this list will be gratefully received by Ye Editor.

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#### IN RE BOOKS

Mr. Paul W. Boehm of Hettinger wants to purchase N. D. Reports Volumes 53 to date, a set of Callahan's Dakota Digest, and N. D. Session Laws from 1925 to 31 inclusive.

Mr. A. W. Aylmer of Jamestown has for sale a set of N. D. Reports, and other law books.

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#### OUR SUPREME COURT HOLDS

In State of North Dakota, vs. Irvin Young,

That an implied repeal results from a legislative enactment the terms and necessary operation of which cannot be harmonized with the terms and effect of an earlier law.

That intention to repeal will not be presumed, nor the effect of repeal admitted, unless the inconsistency is unavoidable and only to the extent of the repugnance.

That it is not enough to justify an inference of repeal that the latter law is different; it must be contrary to the prior law.

That one statute is not repugnant to another unless they relate to the same subject and are enacted for the same purpose.

That Section 9240, 1925 Supplement to the Compiled Laws of North Dakota of 1913, relating to Sunday observance which, among others, prohibits the sale upon Sunday of intoxicating and alcoholic beverages, was not repealed by implication by the subsequent enactments of a law authorizing the manufacture, sale and distribution of beer (Laws 1935, p. 495, Ch. 97, Laws 1935) and the Liquor Control Act (Ch. 259, Laws 1937.)

Appeal from the District Court of Morton County, Lembke, J. The state appeals from an order sustaining a demurrer to a criminal complaint.

Reversed And Remanded.

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In G. W. Soderstrom vs. B. W. White, et al, and B. W. White and Alice White.

That in determining whether a contract is divisible or entire, the court will consider the terms of the contract, its subject matter, and other circumstances disclosed by the evidence including the conduct of the parties.

That where real estate and personal property constituting a business establishment are sold under a contract reserving title generally in the vendor until the purchase price is paid, such purchase price not being apportioned between the personal and real property, the contract is entire and title to the personal as well as the real property is reserved in the vendor.

That evidence examined, and it is held, that the trial court did not abuse its discretion by allowing the defendant until June 1, 1938, to redeem by paying the full amount due on the contract.