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North Dakota Decisions

North Dakota Law Review Associate Editors

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NORTH DAKOTA DECISIONS

Baker vs. Building & Loan: Defendant was owner of mortgage on property of P. The mortgage contained a covenant on part of P. to keep buildings insured, and, in case said P. neglected or refused to procure insurance or to deliver policies, the mortgagee was authorized to procure insurance, the amount of premiums to become part of mortgage debt. Assignment of rents was also taken as security by defendant, and rents were being collected at time of trial. Plaintiff, an insurance agent, paid premiums to his companies, less his commission, taking assignment and subrogation agreement from insurance companies. Demand was made on defendant for premiums, and subsequently suit brought. Defendant's contentions were: 1. Standard mortgage clause is a condition, not a covenant; 2. Plaintiff is not entitled to subrogation by virtue of his laches; 3. Plaintiff not entitled to his 25% commission. HELD: (*following St. Paul Fire & Marine vs. Upton, 2 N. D. 229*) An insurance agent, paying premiums on fire insurance policies, as required by his contract with insurance companies, is subrogated to the rights of such insurance companies to collect the premiums, including commissions. "The mortgage clause gave the mortgagee immunity from certain forfeitures resulting under the policy from the mortgagor's acts or omissions, and the mortgagee in terms agreed to pay for this immunity the premiums in case of the mortgagor's default." By delivery of the policies the mortgage clause was brought home to the defendant. Payment of premium means payment including commissions.

State ex rel Cleveringa vs. Sheriff: The validity of Chapter 157 of the Session Laws of 1933, entitled, "An act temporarily extending the time in which redemption may be made from real estate mortgage foreclosure, and real estate execution sales," was in issue in the case, the issue arising upon an application for deed after foreclosure. HELD: This is an emergency measure, temporary in character, expiring by its own terms, in two years, and is valid, under the police power, governing mortgages executed and foreclosed during the period of its operation. The legislature, however, can not assume a power forbidden by the Constitution, Article 1 of which specifically prohibits the enactment of any law "impairing the obligations of contracts" or "depriving a person of property without due process." (See Sections 10, 13, 21, 24.) The law of the land in existence at the time a contract is entered into forms a part of the contract the same as if it were expressly incorporated therein, and the obligations of the contract are determined by the law in force at the time it is made. Laws now in force, inconsistent with Chapter 157, Laws of 1933, are suspended for two years from February 21, 1933, but thereafter are in force and effect.

BAR ASSOCIATIONS

The Bar Bulletin of the Boston Bar Association discusses the "why" of bar associations in the following:

"It is felt by some that membership in a bar association does not result in any tangible return. It is probably true that membership does not put cash into the pockets of a member. No one, however, can measure the indirect benefits. What would happen to the lawyer if