



1931

North Dakota Decisions

North Dakota Law Review

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Howe vs. State Bar, 298 Pac. 25
Bailey vs. State Bar, 288 Pac. 433
Mills vs. State Bar, 296 Pac. 280
Irving vs. State Bar, 1 Pac. (2nd) 2
Townsend vs. State Bar, 291 Pac. 837
In re Shattuck, 279 Pac. 998
In re Winne, 280 Pac. 113
In re Cate, 279 Pac. 131
Vaughan vs. State Bar, 284 Pac. 909
Brydonjack vs. State Bar, 281 Pac. 1018
Green vs. State Bar, 82 Cal. 254
Fish vs. State Bar, 82 Cal. 616
Dudney vs. State Bar, 82 Cal. 637
Clark vs. State Bar, 82 Cal. 665

NORTH DAKOTA DECISIONS

Ruble vs. Nyseth: Over a period of years one O. loaned various sums of money to defendant. Settlement was finally made and note and mortgage given. O. and other mortgagees agreed to a sale of the property, the understanding being that the proceeds should go to the mortgagees. Such disposition was made, partly, but there was about \$757.29 in the hands of the auctioneer when garnishment was served upon him. O. claimed this amount, it being less than his account on the note and mortgage. HELD: That O. had a valid and subsisting mortgage lien upon the property and the proceeds of the sale; that same was superior to the lien of the plaintiff on his garnishment proceeding.

Kittleson vs. Collette: Plaintiff, an auto dealer, and defendant, a farmer, made a deal whereby defendant turned over to plaintiff a house as part of the purchase price of a car. Shortly thereafter, defendant sold the lot on which the house stood, giving a warranty deed. The tenant in the house had, in the meantime, been requested to vacate, and did so. At time of sale of the lot, mention of sale of the house was made, but no reference thereto was placed in the deed. Plaintiff rented the house to another without defendant's knowledge. The lot was then sold to C., with instruction that the house had been sold to plaintiff, but no mention was made in that deed. Plaintiff told various people he owned the house, tried to sell it, and made arrangements for moving it. Plaintiff's tenant then moved out of the house, but the last owner of the lot moved in, without the knowledge or consent of plaintiff or defendant. C. sold the lot to P., who, in turn, sold it back to C. This action is for the value of the house. HELD: The parole evidence rule applies only to parties and privies. "Where a controversy arises between a party to written contract and one who is neither a party to it nor privy to one who is the rule excluding parole evidence to explain, modify, or contradict the writing does not apply." Since, however, there was no time fixed for removal of the house, the law gave the plaintiff a reasonable time to do so. The matter of reasonable time is a question for the jury. Hence, a new trial is ordered.

CHAIN STORE LICENSING

Under this heading we quoted extracts from the U. S. Supreme Court decision in *Indiana vs. Jackson*, 51 Sup. Ct. Rep. 540 (September