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REVIEW OF NORTH DAKOTA DECISIONS

School District vs. Shinn: Action against directors and treasurer of school district, also State Bonding Fund, for alleged unlawful payment of school warrants. Warrants were for following items: tuition in outside school districts, tuition in private schools within the district, attorney fees to procure evidence for lawsuit. Sections 1161, 1165, 1168, 1170 and 1173 involved. Plaintiff's contention was that treasurer must make sure that the warrant he pays is for a proper and lawful purpose. HELD: Citing *26 Am. & Eng. Enc. Law 597*, "The object of all interpretation and construction of statutes is to ascertain and carry out the intention of the lawmakers." The primary rule is that the intention is to be found in the language used. If a law is plain it declares itself and nothing is left for interpretation. To interpret in such case would practically invest the judiciary with lawmaking power. The treasurer has no authority respecting the allowance and approval of bills. He is a ministerial officer. Without collusion shown, there is no cause of action against the treasurer or the Bonding Fund.

Estate of Druhl vs. Druhl: Appeal from an order permitting sale of real estate belonging to estate of deceased. The real estate was occupied as homestead. After the death of the father, who was the owner, the widow remarried and moved with the children to Oregon. The order directed the investment of the proceeds of sale until the youngest child becomes of age, when division is to be made, one-third to the mother and two-thirds to the children. HELD: Construing Sections 5627, 5743, 8900 and 8901, Laws of 1913, "The right to take the property under the law of distribution is not affected by the homestead estate when the property ceases to be a homestead. . . The condition which would entitle the children to a homestead estate never arose." The method of distribution is correct.

Baird as Receiver vs. Elevator Co.: A chattel mortgage was signed by the mortgagor in the proper place, but, instead of signing the receipt for copy, the mortgagor signed his name in the blank space reserved for the Notary's signature to the acknowledgment. Question: was this in compliance with the requirements of Section 6763 Laws of 1913? HELD: Distinguishing it from *Stoffel vs. Sullivan, 49 N. D. 695*, in which the receipt was printed in the body of the mortgage, "The instrument shows a substantial compliance with the statute, and the chattel mortgage was entitled to be filed; and having been so filed, constituted constructive notice to subsequent purchasers or encumbrancers." The mortgagor signed his name in a place where it could not possibly have been intended for any purpose other than as a signature to such receipt.

THE NATURALIZATION DECISION

The case of *U. S. vs. Macintosh, Sup. Ct. Rep. 51-570*, is causing as much of a furore as the Dred Scott decision. The applicant, a Canadian and an ordained, Baptist minister, was denied admission on the ground that he was not attached to the principles of the Constitution since he would not promise in advance to bear arms in defense of the United States unless he believed the war to be morally justified.