



1927

Association Financial Statement

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the actual expenses as well. They must attend and participate in the work of the Conference and its committees, and should direct the work and activity here at home. We feel warranted in saying that they will not do so, at least with the requisite spirit and enthusiasm, if required to meet their expenses as well as give time and service. Our experience should demonstrate this. Expressions from some of them have established it. Legislative authority for their appointment, and the financing of their expenses by the State, would mean much in the way of accomplishment. In the event of adoption of the act proposed we have recommended that these commissioners be and constitute, in part at least, your committee; and that the chairman be chairman of your committee. The reason and benefit of this relation would seem apparent.

Your committee has refrained from further recommendation than the adoption of the law. If this is approved by the Association it will, of course, be necessary that a proposed bill be drafted and presented to the Legislature, and the work of securing its enactment be performed. Should the Association desire that this committee perform this work, upon your instruction to that effect, and with the cooperation of your Legislative Committee, we shall willingly undertake its performance.

PAUL CAMPBELL, Chairman.

ASSOCIATION FINANCIAL STATEMENT

(Only to August 4, 1928)

Receipts

Balance last report	\$1,933.31
Received from banquet committee, sale 1927 tickets	203.75
Received State Bar Board, balance 1927 licenses	105.00
Received State Bar Board, for 362 1928 licenses	1,810.00
Received State Bar Board, for 164 1928 licenses	820.00
Total	\$4,872.06

Expenditures

	Budget	Expended
Publication 1927 Proceedings	\$ 600.00	\$ 636.30
Printing and Postage	150.00	179.39
Executive Committee	350.00	149.10
Citizenship Committee	350.00	184.00
President	200.00	278.71
Secretary-Treasurer	600.00	540.00
Bar Briefs	425.00	359.00
1928 Annual Meeting	600.00	.....
Legislative Committee	100.00	.....
Miscellaneous	150.00	144.16
Dakota Law Review	200.00	200.00
1927 Annual Meeting .....	.....	784.61*
Committee on Cooperation with Press .....	.....	6.32
American Law Institute .....	.....	118.98
Past President, 1926-1927 expense .....	.....	132.00
Uniform Laws Committee .....	.....	15.65
Total	\$3,728.22	\$3,728.22

Balance on hand

\$1,143.84

(*) Receipts for 1927 banquet tickets should be deducted for net on this item.

R. E. WENZEL, Secretary-Treasurer.

REVIEW OF NORTH DAKOTA DECISIONS

Golden Valley County vs. Miller: Action to quiet title to town property for which tax deed had issued to County. Notice of expiration of period of redemption had previously been served personally on defendant, but though the notice read: "I, Wm. G. McConkey, County Auditor, give notice," the only signature was the printed line, "County Auditor." HELD: Notice was insufficient, not being signed, and the "prima facie evidence" rule will not support the deed issued. Deed is void, but tax lien is not destroyed.

Hazlett as Receiver vs. Mathieu: Action to foreclose mortgage of dwelling house occupied by family of defendant except for short period of time in 1923. The husband evidently intended to move to Minnesota, and did open a business there, but the wife and children did not go until later and only remained a few months, also testifying that they never intended to leave permanently. No attempt was made to rent or sell the dwelling. The husband returned to North Dakota, cleaned and repaired the dwelling for occupancy. The evidence discloses that the wife never appeared before a Notary at the time of execution of the mortgage, and in no manner acknowledged such execution. HELD: To constitute an acknowledgment by the wife of a mortgage upon the homestead she must appear before the officer and in some manner make admission to such officer of the fact that she executed the instrument; and that mere temporary absence from a homestead will not forfeit the right of homestead exemption where there is a constant abiding intention to return.

Allis-Chalmers Co. vs. Frank: Defendant purchased a tractor and set of plows from Plaintiff, paying part and giving chattel mortgage. The contract contained certain warranties, said nothing about the goods being reasonably fit for the required purpose, but contained provisions that the number and date of purchase should be recorded with the company within ten days and that retention for six days after first day's use should be construed as fulfillment of warranties. The tractor did not work to satisfaction of defendant, but he continued to use it, and there was no evidence of attempt at rescission until action to foreclose was commenced. HELD: Aside from the statute (Sec. 5991a, Supp.) there was an implied warranty that the goods were reasonably fit for the purpose; that the six-day provision was not binding, but that a reasonable time after delivery must be allowed for inspection and testing; that there was no rescission or offer to return the goods, and the offer to return must include all of the goods where the contract is an entire one. Case remanded for further proceedings, in which other remedies specified in Section 6002a69 may be made available by amendment of pleadings.

Ravelly vs. Isensee: Construes Sections 7550, 7555 and 7556 of Compiled Laws. One K. sold personal property for printing plant to G. Company. No reservation of title was made. R. was employed as printer, and took a chattel mortgage for back pay amounting to \$1,245.13. After sale, K. gave a mortgage to S. Bank. R. started foreclosure by advertisement, but prior to date of sale, K. took the property under warrant of attachment in suit for balance of purchase price. R. then began foreclosure by action, and obtained a warrant for