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Workmen's Compensation Decisions

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transfer. The consideration for the stock was defendant's note, which was held by the South Dakota bank, the stock evidently being there held as security for the note. At any rate, the stock was taken beyond the jurisdiction of the North Dakota courts. Later the Englevale bank also became insolvent. Plaintiffs asked for personal judgment, as the setting aside of the transfer would prove worthless. HELD: That where a fraudulent transferee took property outside of the state, so that it could not be reached by execution, and retained same until it became valueless, judgment for its value was proper. The case was reversed, however, for the purpose of fixing the true value of the stock at the time of the disposition.

Greene vs. Newberry et al. Plaintiff, the assignee and owner of a mortgage on certain half section of land, proceeded to foreclose same by advertisement. The mortgage authorized the mortgagee "TO SELL THE LAND AT PUBLIC AUCTION AS ONE FARM OR TRACT OR OTHERWISE." Attorney for plaintiff instructed sheriff, in writing, to bid the land in for the plaintiff at a sum which would cover the amount due on the mortgage, with interest and costs. "IF THERE ARE NO OTHER BETTER BIDDERS." At the time of sale one N. informed the deputy sheriff, who was in charge of the sale in the absence of the sheriff, that the land would have to be sold in forty acre tracts under the law. Pursuant to such information, the eight forties were offered separately and bid in by N. at \$100 each. At the time, however, the deputy refused to execute certificate to N., after reading the letter of plaintiff's attorney. But on tendering the \$800 to the sheriff a few days later, the latter instructed the deputy to issue the certificate to N. This was done. It was later assigned. The action was brought to set aside the certificate and compel issuance of certificate to plaintiff. HELD: (Note that the Court does not seem to rely upon the provision for sale hereinbefore quoted.) That sales on foreclosure by advertisement are controlled by Section 8082, 1913 Compiled Laws, and not by Section 7747; that the provision for sale in separate tracts contemplates natural division into farms; that the foreclosure is for the purpose of collecting the indebtedness and the purpose of a sale by farms or tracts is to prevent the sale of more parcels than necessary to satisfy the indebtedness; that the sheriff's act amounted to a rejection of the bid of \$6747.80 by plaintiff; that in rejecting such bid and accepting one for \$800.00 he violated his duty, and there was really no sale as contemplated by law; that such sale was, therefore, invalid, and that the certificate should be cancelled and a new foreclosure had.

WORKMEN'S COMPENSATION DECISIONS

Burden of proof is on claimant for compensation, and where workman, apparently in healthy condition, and while doing accustomed work, collapses and subsequently dies from apoplexy, there being no evidence that he was struck, fell, overexerted himself, or otherwise sustained any traumatic injury, compensation must be denied.—*Crews vs. Mosely Bros.*, 138 S. E. 494. (Va.)

The dependency of a parent on a deceased employee must be proved. It can not be surmised or conjectured. A bare statement that money was received from the deceased is insufficient. It must be shown that the contribution was made and required for support of the parent at the time of the injury.—*McLennan Constr. Co. vs. Industrial Commission*, 157 N. E. 26. (Ill.)

Dermatitis is not an occupational disease, but where disability is due to dermatitis, resulting from frequent contacts with sulphuric acid during employment as electric battery man, and which could not be attributed to any single contact with the acid, nor to any cut or other injury, but which developed gradually, the same is not compensable under workmen's compensation law.—*Wright vs. Used Car Exchange*. 223 N. Y. Sup. 245 (N. Y.).

Determinations of fact by the Industrial Accident Board are binding on the Court, but where all the evidence is reported the question whether it is sufficient to warrant a particular conclusion is a question of law; so, where it is shown that a worker, over the protest of his helper, refuses to put up protecting staging, material for which has been supplied, he is guilty of serious and wilful misconduct, and compensation can not be recovered.—*Silver's Case*, 157 N. E. 342 (Mass.).

The claimants were parents of adult workman killed in the course of employment. The father earned \$80 to \$85 per month, and his living expenses were about \$50 per month. The living expenses of the mother were about \$40 per month. The son stayed with his parents, did the chores and performed other labor to the value of about \$30 per month. In addition he furnished chicken feed for the mother's chickens to the extent of about \$4.50 per week. He also paid board and room of \$9.00 per week to the mother, \$4 of which was found to be profit. Upon the basis of that showing it was held that the father was not a dependent, and the mother only partially dependent, the only basis upon which compensation could be paid her being the \$4 per week profit. Her dependency was, therefore, fixed at 16-40ths.—*Young vs. Mill and Elevator Co.*, 256 Pac. 992. (Kan.)

WHAT THE FOUNDERS SAID

Letter of Gouverneur Morris to Uriah Tracy, January 5, 1804: "The idea, that two-thirds of the whole number of Senators and of the whole number of Representatives are required by the Constitution to propose an amendment, is certainly correct. There are, I believe, only six cases in which the majority of a quorum cannot act. In one of these cases, viz: the choice of a President by the House of Representatives, a majority of all the States is required, and the reason is evident.

"In two other cases, which respect only the Senate, two-thirds of the members present are required. One of them is the case of treaties. To have bound the whole union by the act of a mere majority of Senators present would, in effect, have given the power of making treaties