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REVIEW OF COURT DECISIONS

By C. L. YOUNG

State Ex Rel Neville v. Overby, as Sheriff: Petition for writ of habeas corpus. Certain minors were arrested on a charge of grand larceny, given a preliminary examination before a police magistrate and bound over to the district court. In district court they were arraigned, pleaded guilty and committed to the state training school. The parents were present in both the police and district courts and the minors were at all times represented by an attorney. A writ of habeas corpus was petitioned for on the ground that the chief of police and police magistrate at the time of the preliminary examination knew the defendants to be under eighteen years of age, and that the state's attorney and judge of the district court were aware of the facts and that all of the proceedings should have been had in juvenile court. No issue was made in either court, as to the age of defendant. **HELD:** The jurisdiction of the juvenile court is cumulative as to all law, except as administered in justice and police courts. The district court has jurisdiction of all criminal offences and exclusive original jurisdiction over all felonies and persons charged therewith. A delinquent child may be prosecuted according to the laws covering the commission of crime. It is the duty of an officer making an arrest of a child under eighteen years of age to give the same in to the care of a juvenile officer, and of the justice of the peace or police magistrate issuing a warrant for the commission of crime to make an order giving the care and custody of a child under eighteen years of age to a juvenile officer. If there is doubt about the age, this should first be determined by the justice or police magistrate, and if found under the age of eighteen years further proceedings should be suspended. The district court had jurisdiction here and relief is denied.

Michelsen v. North American National Insurance Company: Plaintiff was in possession of a section of school land, as assignee of a lease. On this land were three buildings, a house, a barn and a granary, owned by the plaintiff. He gave a chattel mortgage of the buildings, and certain live stock, to a bank, which transferred the indebtedness, and security, to another. After giving the mortgage, plaintiff made application for insurance upon the buildings, through the local agent of the defendant company, who was also cashier of the bank which took the chattel mortgage. The agent at the time knew the character of the plaintiff's interest in the land upon which the buildings were situated. The policy of insurance contained a loss payable clause in favor of the mortgagee and stipulated that unless otherwise provided by agreement endorsed thereon, or added thereto, the policy should be void if the subject of insurance be a building on ground not owned by the insured in fee simple. It was argued that under the facts the policy was void. **HELD:** That the application was transmitted by the cashier of the bank for the

insured; that under Section 4959, Compiled Laws of 1913, the cashier by virtue of such fact became the agent of the insurance company to all intents and purposes, and that since he had knowledge that the interest of the insured in the real property was that of a lessee and that the buildings were personalty, this knowledge was chargeable to the insurance company; and that therefore it must be held to have waived the stipulation which otherwise would have voided the policy.

Hendrickson v. Stewart: Land was sold at foreclosure sale on April 21, 1924. In the fall of 1924, defendant, with knowledge of the foreclosure, but expecting the mortgagor to redeem, made an oral lease with the mortgagor to plow and crop the land in 1925. In good faith, he sowed crops of winter rye and spring wheat, the wheat being sown three weeks before the period of redemption expired, and prior to seeding he was informed by the plaintiff that if no redemption was made, plaintiff would crop the land. A sheriff's deed was issued April 25, 1925, and an action was brought by the owner thereunder to quiet title. **HELD:** That the lessee from the mortgagor acquired greater right in the premises than the lessor held and that since the crops did not mature until after the issuance of the sheriff's deed, the lessee is not the owner thereof as against the holder of the deed. The holder of the deed immediately after it was acquired had all the rights of an owner.

U. S. SUPREME COURT DECISIONS

The Federal Court which decrees a foreclosure of a mortgage of railroad property retains jurisdiction of an ancillary suit brought by the mortgagee against third parties to determine the validity of an alleged contract by which a previous owner had obligated itself forever to maintain its general offices and shops in Anderson County.—*Central Union Trust Co. vs. Anderson County*, 45 Sup. Ct. Rep. 427.

* * * *

In a suit to foreclose a lien on water rights of particular purchasers under a contract to reclaim land segregated from the public domain, by virtue of the Carey Act, where the project has failed for insufficient water, the holders of other water rights under the contract are necessary parties to the suit and must be included.—*Commonwealth Trust Co. vs. Smith*, 45 Sup. Ct. Rep. 26.

* * * *

In a suit by a fraternal organization against individual members to enjoin the collection of claims having a single origin, and which are alleged to have been brought pursuant to a conspiracy to injure the plaintiff, the amount in controversy for purposes of determining federal jurisdiction is the aggregate amount of the claims.—*Woodmen of the World vs. O'Neill*, 45 Sup. Ct. Rep. 49.