Deeds, Descriptions and the Law

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Introduction

Good Descriptions

- Not Easy to Write
- Must Satisfy Needs of Several
  - Lawyer-Legal Requirements
  - Title-Adjoiner Interests
  - Surveyor-Location
  - Gov’t Official-Records
  - Owner-All Phases
- Wording Must Be Understandable But Still Technical
- Language of Surveying Profession Best To Use In Description Preparation
Real Property, Legal, or Land Description

- That Part of the Deed Devoted to the Physical Location of the Property
  - So unique to a particular parcel as to delineate it from any other parcel or tract
  - Must be written in such a manner as to stand any test under law and litigation
The purpose of a Land Description

- To identify unequivocally and definitely one and only one unique parcel of land.
- Identification for courts and legal profession.
- Identification for the purpose of recovery or retracement of boundaries.
- Identification for cadastral (taxation or governmental purpose).
- Identification for other corollary purposes, address and indexing.
- To locate and identify encumbrances, such as easements and right of way.
Purpose of a Land Description (cont’d)

Description Preparation

Many problems are encountered in attempting to separate the legal aspects of the deed from the surveying aspects of the description. These are interrelated. Before an adequate description can be prepared the individual writing the description should:

- Clearly understand the purpose of the description.
- Understand concern with boundaries and their location only. What constitutes ownership is a legal question.
- Prepare a concise, well written description, following the rules of proper punctuation and correct spelling.
- Familiarize yourself with what courts have said relative to the various language and phrases relative to land.
- Either vs Both
Purpose of a Land Description (cont’d)

► These descriptions should include, but are not limited to:
  - Meaning of words and phrases commonly used from court decisions of higher jurisdictions.
  - Intent. Qualifies all definitions. For example, a definition may be said to be true or hold “unless intent to the contrary can be clearly shown”.
  - Common Law and Statute Law and their relationship.
  - The writer may have certain quasi-judicial functions.
  - Courts generally use definitions in Webster’s Unabridged Dictionary for common words and Black’s Law Dictionary.
  - The writer should familiarize himself with some Latin phrases used by the legal profession.
Who Should Prepare Property Descriptions?
Doctrine of Intent

A land surveyor is often guided by the statement “Follow in the footsteps of the original surveyor”. Description writers should be guided by the statement “Know that others must understand what you write.”
“When interpreting a written instrument, the intent of the parties is determined from the plain language of the instrument itself.”

Travertine Corp. v. Lexington-Silverwood, 683 N.W. 2d 267, 271 (Minn. 2004)
“Only where the description in a deed is "uncertain and doubtful," therefore, can the court look to extrinsic evidence of location and possession to show intention.”

Elofrson v. Lindsay, 90 Wis. 203, 205, 63 N.W. 89 (1895).
The grantor’s intention controls, and the question for the court is not what the parties meant to say, but what they meant by what they did say.”

Pointer v. Lucas 169 N.E.2nd 196 (1960)
Example of Description Purpose

City of Lapeer
Vs.
Lapeer Township
Deed

A deed is a written instrument that transfers the title of property from one person to another. The two most common types of deeds are general warranty deeds and quitclaim deeds.
Deed Restriction

- Deed restrictions are usually imposed on a buyer of land when the property is sold and the restrictions are included in the seller’s deed to the buyer.
- Restrictions are generally imposed by a property developer to maintain certain standards.
- Restrictions may include limits on the color an owner may paint a building, what trees one may plant, or the size of structures to be built on the property.
- Deed restrictions may also be known as covenants or conditions.
Easement

- An easement is the right to use another person’s land for a particular purpose.
- There are many forms of easements. Public utility companies frequently have utility easements that permit them to run gas, water, or electrical lines through particular property they do not own.
- The owner of property on a lake shore might sell to the owner of an adjacent lot without lake access an easement to cross over to the shore.
- A person who owns property that is landlocked may receive an easement from an adjacent land owner to have access in and out of the property.
Definitions
(Per Basic Commercial Real Estate Law)

► Joint Tenancy

- Joint tenancy is a form of co-ownership. Although usually thought of as a way for a husband and wife to own property, there is no requirement that joint tenants be married to one another or that there be only two joint tenants.
- Each individual owner in joint tenancy has a right to sell, encumber, and possess the entire property. Regardless of the number of joint tenants, when one joint tenant dies, the remaining joint tenants automatically take the deceased joint tenant’s share of the property by right of survivorship.
- In such cases, the surviving joint tenants are required to file a death certificate and an affidavit with the county recorder without having to pay transfer taxes.
- A principal advantage of joint tenancy is that it allows the surviving joint tenant to avoid probate and death taxes.
Lien

- A lien is a charge against property that provides security for a debt or obligation of the property owner. The lien holder does not own the property. The owner of the property may voluntarily agree to a lien, perhaps by taking out a mortgage, or a lien can be imposed, perhaps for nonpayment of taxes.

- One of the most common liens is the mechanics lien. A mechanics lien arises when someone furnishes labor or materials to improve a piece of property.

- If the worker or supplier is not paid by the property owner, he or she can file a notice of lien with the county recorder and the property owner and collect the amount owed from a subsequent sale of the property. If a property owner has paid the general contractor in full but the general contractor has not paid the subcontractors, the owner will not have to pay for the services a second time.
Definitions
(Per Basic Commercial Real Estate Law)

► Special Assessment

- A special assessment is a tax levied on a piece of property to pay for improvements that benefit the particular property.
- These taxes are frequently used to pay for improvements such as the streets, sidewalks, and street lighting.
- Special assessments are liens on the property until they are paid.

► Tenancy in Common

- Tenancy in common is a form of co-ownership. Tenants in common, like joint tenants, share the right to possess, sell and encumber the property.
- Unlike joint tenants, tenants in common do not have a right of survivorship. Upon the death of one tenant in common, his or her ownership interest passes to his or her heirs as part of the estate.
Definitions
(Per Basic Commercial Real Estate Law)

Title

- Title to real estate is the right to, or ownership of, the property. Title may refer to the actual ownership or to the documentary evidence of that ownership.

- In order to sell a piece of property, all title matters must be cleared. Usually, this is accomplished through a title search, in which a diligent search is made of all records relating to the property to determine whether the owner can sell the property and whether there are any claims against it.

- If any defects in the title are discovered during the title search, the seller is usually given time to cure the defect. Title insurance is often taken out to protect against any hidden defects in the title.

- There are two types of title insurance. One type protects the lender’s interest in the property and the second protects the owner’s interest.
Types of Deeds

- Warranty
- Quitclaim
- Special Warranty
- Timeshare
- Tax
- Foreclosure
- Deed in Lieu of Foreclosure
A warranty deed conveys not only all the seller’s interests in and title to the property to the buyer, but also warrants that if the title is defective or has a “cloud” on it (such as mortgage claims, tax liens, title claims, judgments, or mechanic’s liens against it), the seller agrees to defend the title from claims of others and the buyer may hold the seller liable under seller’s warranties.

A warranty deed offers the greatest protection of any deed.
Quitclaim Deed

- In summary, if the seller of a quitclaim deed has complete ownership of and clear title to the land being quitclaimed, said deed will pass complete and unencumbered ownership to the buyer. However, if the title is defective or has a “cloud” on it (such as mortgage claims, tax liens, title claims, judgments, or mechanic’s liens against it) the buyer has no recourse against the seller.

- More often than not, tax deeded property has encumbrances that need to be cured before the buyer has clear title.

- A quitclaim deed requires the buyer to assume all risks; independent investigation of the title to the land is imperative. In a quitclaim deed transaction, the common-law doctrine of *caveat emptor* (“let the buyer beware”) is the rule, not the exception. When we convey a deed by quitclaim deed we convey it “as is”, “where is” without any warranties and/or covenants of any kind.

- Prior to purchasing a tax deed, we strongly recommend that you hire a qualified professional to evaluate whether the property has any physical and/or title problems.
Special Warranty Deed

- In a special warranty deed, the seller conveys title to the buyer and agrees to protect the buyer against title defects or claims asserted by the seller and those persons whose right to assert a claim against the title arose during the period the grantor held title to the property.

- Furthermore, the seller guarantees to the buyer that the seller, during the time he/she held title to the property, did not allow any lien(s), charge(s), or other encumbrance(s) to be placed upon the property which would adversely affect or impair the buyer’s title.

- However, the seller does not warrant against title defects arising from conditions that existed before he/she owned the property. The exclusionary language that you might typically see in such a deed is as follows:

  “AND THE SAID Grantor will only warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.”
Timeshare Deed

- Ownership interest providing title to your property. Fee simple.
- True property ownership with deed recorded in the county where the property exists. This type of property has the same rights of ownership accorded to it as other deeded real estate.
- The owner may sell, rent, bequeath, or give away the property.
Tax Deed

A deed on property issued when the property is purchased at a public sale for nonpayment or taxes.
Foreclosure Deed

Result of court action or foreclosure. Will typically take on another form (quitclaim, special warranty, etc.).
Deed in Lieu of Foreclosure

- A means of escaping an overly burdensome mortgage.
- If a homeowner can’t make the mortgage payments and can’t find a buyer for the house, many lenders will accept ownership of the property in place of the money owed on the mortgage.
- Even if the lender won’t agree to accept the property, the homeowner can prepare a quitclaim deed that unilaterally transfers the homeowner’s property rights to the lender.
Easement

A right granted by one property owner to another to use a part of (the grantor’s) land for a specific purpose.
License

- A personal privilege, unassignable and terminable at will, to do someone on another’s land, which contains no interest in that land, and which is not required to be created by a conveyance.
- Permits a specific use or specific acts to be done by the licensee on the licensor’s lands, but does not convey an interest in that land.
- Generally are revocable or for a specific time period.
Research of Land Records and Related Material

Both information on hand and additional material may need to be obtained before boundary determination may take place.
Public Sources

- County Recorder
- Assessor
- Planning and Zoning
- Information Services
- Public Works
- County Surveyor
- Court Records (Wills)
Private Sources

► Local Surveyors
► Local Title Companies
► Institutional Offices
  ▪ Private Companies
What To Look For

Indexes to Land Records

- These contain the index of all deeds and most of the other legal instruments or writings affecting real property.
- Be familiar with the system used to index these many thousand documents.
- Two parts make up this index.
- The grantor (or vendor) index
- The grantee (or vendee) index.
- The grantor is the party who sells the land; the grantee is the one who buys it.

Listings in these indexes are chronological by date of recording. Most states use this method of indexing and filing deeds. The details may vary somewhat from jurisdiction to jurisdiction, but the basic information required for a title search within the system is general.
Important Elements in Research

► Grantor
► Grantee
► Date of Transaction
► Restrictions
► Easements
► Agreements
► Reservations
► Exceptions
Check of Adjoining Property

- Adjoining deeds are checked using the most recent descriptions.
- Boundary lines of the subject tract are compared with those of the adjoiners to determine if any discrepancies exist.
- In these cases, each of the adjoiners’ deeds would also have to be checked back in time to determine the intent of the original parties when the line was created.
- This check is accomplished using the Grantee-Grantor index book to find adjoiners’ descriptions to a point in time where the line in question originated.
Junior and Senior Rights

- When the calls on the same lines in adjoining deeds do not agree, it is necessary to establish senior rights for the line in question.

- Senior rights are those rights gained by virtue of being the first to buy out of a tract.

- The law provides that if a grantor conveys land to a grantee, he cannot later convey that same land to someone else.

- The first deed in such a case would be the senior deed and would convey the title.

- Therefore, the written intentions of a later deed for property previously conveyed would only convey that portion of property reaching to the land of the senior title holder.
Essential Elements of a Description

► Intent – Any legal description must express exactly which piece of land the seller intends to convey and the buyer intends to acquire.

  ▪ The description must show the intent clearly so that both its buyer and the seller can understand it, and so that anyone looking at it in the public records can understand its intent.

  ▪ If the description goes to court and the judge must resort to extrinsic evidence, he will determine intent by the rules of construction if there is conflict in wording.

  ▪ For instance, monuments prevail over courses and distances. It may take extrinsic evidence to show natural monuments were intended.
Essential Elements of a Description (Cont’d)

► Title Identity – Although title identity may be a legal question, there must be freedom of conflict with all senior properties.

- As a result of title, two adjoining descriptions may overlap or leave a gap. Each description may be apparently correct, but not if it includes part of the adjoiner.
- Calls for adjoiners are apparently safe procedures, but like exceptions, must be surveyed if it is a call in the deed. This places a necessary burden on the surveyor.
- Somewhere in each description reference should be made to the source of title into the present seller.
Location – All survey descriptions require reference to such legal identifying items or State, County, District, etc., yet in metes and bounds descriptions the call for point of beginning that is accurate is required in order to properly locate the parcel.

Within the elements of location the exclusion of any one may void the description, for many states by statute specify the requirements of location.
Essential Elements of a Description (Cont’d)

► Geometric Shape – Every description must have a geometric shape representing a closed figure. If the elements of the description fail to close, the courts will presume it is a closed figure and this may legally reform the description to form a closed parcel.

► Size – Area normally is an informative rather than a controlling term. Its use and working in a deed description is important if it is to become a controlling term.
Parts of a Description

► Locator
  ▪ General location (city, township, county, etc.)

► Body
  ▪ Description of parcel

► Closing
  ▪ Size and restrictions (if any)
CERTIFIED SURVEY

I HEREBY DECLARE THAT THE ATTACHED SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH PUBLIC ACT 137 OF 1973, AND THAT THE RATIO OF CLOSURE OF LATITUDES AND DEPARTURES IS ONE IN 50,000.

DESCRIPTION OF LAND SURVEYED:

Parcel Description

Parcel of land being part of the West 1/2 of the West 1/2 of the Northeast fractional 1/4 of Section 5, Township 9 North - Range 7 East, Thatford Township, Genesee County, Michigan. Described as beginning at a point on the North line of said Section 5, (and of said Genessee County) which is S89°45'23"E, along said North Line, 93.00 feet to the South 1/4 corner of Section 33, Township 10 North - Range 7 East, from the North 1/4 corner of said Section 5 and continuing along said North Line of Section 5 N89°44'13"E, 221.69 feet from said South 1/4 Corner Section 32 to the point of beginning; thence continuing N89°44'13"W, parallel with the North & South 1/4 Line of said Section 5, 375.00 feet; thence N01°28'37"W, parallel with said North Line, 375.00 feet to the point of beginning. Containing 1.33 acres of land and subject to the use of the Northerly 33.00 feet thereof as Willard Road and subject to any easements or rights of way of record.

BEARINGS ARE REFERENCED TO C.ROE SURVEY, DEAN NO. 417993, DATED JUNE 1966.

LEGEND: □ = IRON SET, □ = IRON FOUND, □ = MONUMENT FOUND, □ = PILE, (R) = RECORDED, (M) = MEASURED

PLAY OF SURVEY FOR

MAX BONE

GENESEE COUNTY, MICHIGAN

ROWE ENGINEERING INC.

1440 E Pierson
419 N. State
PHOENIX, 85010-1000
CAMERON 433-523-0250

DATE DEC. 22, 1990
DRAWN: JE

SHEET NO. 1 OF 2

SCALE: 1" = 100'

NORTH 90°5

REVISED:

CHECKED

PAGE 10
The locatability and ground position of a description or the question of actual title held under description requires a true analysis and interpretation of all the factors involved, and statements made, both in the instant property described and the surrounding properties.

The final decision as to title of a parcel, or any portion of it, rests with the courts.
Interpretation of Descriptions (Cont’d)

• The necessity of resorting to court interpretation of intent or title may be largely avoided by the use of descriptions which are constructed in words and terms that are unequivocal, exact and bear approval of legal precedent, mathematical definition, and engineering terminology.

• In those instances where a difference arises between legal and engineering interpretation of terms, methods or phrases, the description should be so worded that its validity or certainty is unquestionable, regardless of the direction of approach in the analysis.

• Every instrument must be read from it’s “four corners” to ascertain intent.

• If the intent is not discoverable, parol evidence must be introduced and considered to prevent its being void lack of certainty.
Types of Descriptions

► Area

- A conveyance can be legal without a recitation area. Area is used, however, for the purpose of payment, records and general information. In general, area is strictly descriptive on an informational element, yet at times it can be converted into a dimensional element that then can be converted into dimensions.

  - i.e., “The East 6 acres of lot “becomes an element that must be converted into dimensions of 6 acres on the east side of the lot. A description must be accurate, clear, concise and specific in all of its terms. The exception to this rule is where it is necessary to establish title to an uncertain area by fixing a definite boundary with an adjoining title. In such a case, the only definite boundary is accurately defined, and the remainder of the parcel is fixed to that. Area in itself is totally dependent upon the methods of adjustment of the field measurements of the survey that created the measurements. Minute differences can be detected by the method of adjustment, i.e., Crandall rule, transit rule, compass rule or pragmatic rule. Area can also be checked using various other methods, but for all realistic purposes, the only reason we adjust or balance a survey is to be able to determine area, mathematically.
Types of Descriptions (Cont’d)

► Plats

- If a plat is to be used in interpolating a written description, its relationship must be determined and identified in the description.
- Legally, a plat is required to be mentioned in the description in order to be controlling. Its correctness and relationship must be established.
- If the plat is not referred to or mentioned in the description, its presence becomes only evidence, and then falls under the rules of relevancy and admissibility.
Types of Descriptions (Cont’d)

► Coordinates

- As the ability to measure more precisely is attained, more corners are being described with supplemental geographic and geodetic or state plane coordinates determined for their position.

- These values should never be taken as a complete substitute for adequately monumented corners called for in the conveyances and adequate courses.

- The determination of coordinate values is predicated upon precise surveys and complicated computational values that require specialized skills.

- Until the general area is laced with adequate horizontal control geodetic coordinated should be used with caution.
Types of Descriptions (Cont’d)

► Aliquot Parts

- The term aliquot means in direct proportion thereof.
- That is each parcel in the boundaries of the lot or section takes its hare of the excess or deficiency.
- The perfect aliquot description can convey perfect title, but may be a nightmare to survey.
- If an aliquot portion is recited without an adequate survey is that the only record that can be relied on is that record that is recited in the official grant or patent. That becomes the “legal” area, regardless what is found at a later date.
Types of Descriptions (Cont’d)

- Metes and Bounds
  - The metes and bounds survey is perhaps the most desirable of all descriptions.
  - The identification of the dimensions of lines into tearing, bearings and distances provide positive identification of that particular line and those corners.
  - A full and complete metes and bounds description, regardless of age or origin, provides a great temptation to ignore other facts of adjoiners, title, or unwritten rights, thus increasing the possibility of litigation.
  - A monument not identified in a conveyance or instrument is not controlling, and becomes more evidence to be considered.
  - Many times maps become valuable tools in locating metes and bounds descriptions because of the ability to present associated information that can aid in the location of the property.
Some Common Errors In Descriptions

► Following are some of the more frequent errors that scriveners of land descriptions make.

► These are not all, but they represent the major categories of errors that can be expected.
Some Common Errors in Descriptions (Cont’d)

► The location is not complete. County, state, GMD, Land Lot, Section, District, omitted or in error.

► Surveyor’s dated certificate missing. Date of survey and date of plat or revised plat.

► Failure to note conflicts with senior deeds or senior rights; street, and encumbrances.

► POB is deficient, or POC is ambiguous, and not located on plat. Error in tie from POC to POB.
Some Common Errors In Descriptions (Cont’d)

- Reversed bearings. N 60 W instead of S 60 E, or S 45 E and not 5 45 W.
- Writing degree marks as a zero. 5 60 E for S 60 E
- Writing ‘ and “ marks as feet and inches, not minutes and seconds.
- When lot boundaries coincide with RJW lines, lot lines, district lines failure to call for same. Failure to recite ad joiners by name, errors in ad joiners names.
- Errors in recording information.
Some Common Errors in Descriptions (Cont’d)

- Failure to note errors in calls for common corners in chain of title or ad joiners deeds.
- Failure to note error of closure and errors in area. Can use dot grid, etc. to catch large areas.
- Failure to adequately describe corners by type of monument, size, condition and how witnessed.
- Failure to properly identify witness objects to corners.
Some Common Errors in Descriptions (Cont’d)

► With water boundaries, failure to adequately describe the boundary; high water, mean high water, shore line, top of bank, center of the creek, contour and datum of contour. Error in calling for meander line for boundary.
Mother Hubbard Clauses

► Mother Hubbard clauses were contained mostly in oil and gas leases in order to include small tracts or parcels of land owned by the lessor that may have been missed within the terms of the property description.

► Although such language may be expansive, it does not encompass ownership of separate, independently owned tracts of land.
Waterway Descriptions

► Generally, the sovereign holds title to the river beds upon the conveyance or patent of privately owned lands on either side.

► The boundary is determined upon the rendition of the lines between private ownership and the state stream bed.
The ownership of the stream bed is determined according to whether such rivers or streams are considered navigable or non-navigable.

Title to lakes or lake beds also varies by jurisdiction. The rules pertaining to lakes are not considered applicable to marshes or swamps.
Non-Navigable Streams

- Depending upon the jurisdiction, by statutory authority title to the bed of a non-navigable stream may be held by the sovereign.

- In the absence of such legislation, a grant of land contiguous to a non-navigable stream is presumed to pass title to the center of the stream, unless clear language to the contrary exists in the deed.
Non-Navigable Streams (Cont’d)

This presumption exists even if the description in the deed does not mention the stream or calls to a point that does not correspond to the center of the stream.
Navigable Streams

Streams may be navigable in law, but non-navigable in fact.

State law varies as to the definition of navigability.

If a stream is navigable in theory or in fact, generally title to the stream bed is held by the state and the boundary line between the state and private ownership beyond the bed of the stream is the “gradient boundary”. 
Navigable Streams (Cont’d)

► This line of demarcation is located:
  - neither at flood stage
  - nor at drought level
  - but is the bank that, on average, is attained by the water when it washes the bank without overflowing.
Navigable Streams (Cont’d)

► A sudden removal or deposit of riparian land is called avulsion;

► whereas, accretion is the process of increasing the size of property by gradual and imperceptible disposition by the water of solid material, as a result of natural causes, so that what was once covered by water has now become dry land.
Navigable Streams (Cont’d)

► Accretion by reliction is the gradual addition made to land by a rescission of the water, such as when the water shrinks below the usual water line.

► Reliction is the uncovering of previously submerged land by a permanent rescission of a body of water, rather than by mere temporary or seasonal exposure of the land.
NAVIGABLE & NON-NAVIGABLE WATERS
OF THE STATE OF NORTH DAKOTA

This definition is from a document prepared by the Office of the State Engineer as a reference guide in regard to those waterbodies the state claims to be navigable, as well as those waterbodies determined to be non-navigable. This document explains navigable waters from the perspective of the state for management of sovereign lands. The U.S. Environmental Protection Agency and the U.S. Army Corps of Engineers have a differing perspective of navigable waters for the purpose of the Clean Water Act.

Definition of Navigable Waters:

“Navigable waters’ means any waters that were in fact navigable at the time of statehood, that is, were used or were susceptible of being used in their ordinary condition as highways for commerce over which trade and travel were or may have been conducted in the customary modes of trade on water.” N.D. Admin. Code § 89-10-01-03.
North Dakota Navigability (Cont’d)

Ordinary High Water Mark:
“Ordinary high watermark’ means that line below which the action of the water is frequent enough either to prevent the growth of vegetation or to restrict its growth to predominantly wetland species. Islands in navigable waters are considered to be below the ordinary high watermark in their entirety.” N.D. Admin. Code § 89-10-01-03.

Sovereign Lands:
“Sovereign lands’ means those areas, including beds and islands, lying within the ordinary high watermark of navigable lakes and streams.” N.D.C.C. § 61-33-01.
Evidence

Laws form the basis of land ownership.

- Proof of the limits of this ownership requires gathering evidence by surveying the boundary.
- The surveyor should remember that for each law there are many exceptions to that law.
- Each land survey is unique and different.
Evidence (Cont’d)

► This is because the physical characteristics of the land vary and the circumstances surrounding the conveyance govern the interpretation of the intentions of the parties.

► The deeds located in the record search become the basis for locating and establishing boundaries.
They are used to identify the true location of monuments and courses, as originally run, on the ground.

This is to be accomplished even if the measurements by the original surveyor were not correct.
Evidence (Cont’d)

► Court opinions that surveys started at monuments not lawfully established or reestablished under the rules of evidence have no probative force.

► These rules of evidence are provided for in the statute laws. This raises the issue of the rules of evidence.
Deed, Description and Survey
Related Case Law
FAS, LLC, Petitioner-Respondent, v. Town of Bass Lake, Respondent-Appellant-Petitioner

► Supreme Court of Wisconsin
► Case No. 2005AP1689
► June 19, 2007 Filed
Chornuk v. Nelson

► Supreme Court of North Dakota
► Case No. 20140124
► Decided: December 22, 2014
James v. Griffin

► Supreme Court of North Dakota
► Case No. 20000216
► Decided: May 22, 2001
Freidig v. Weed

Supreme Court of North Dakota

Case No. 20140387

Decided: August 25, 2015
Questions & Discussion
Thank you
jmatonich@gmail.com