

THE PACIFIC REPORTER VOLUME 175

NATIONAL REPORTER SYSTEM AND CALIFORNIA. SUPREME COURT AND COLORADO. SUPREME COURT AND KANSAS. SUPREME COURT AND OREGON. SUPREME COURT AND NEVADA. SUPREME COURT AND ARIZONA. SUPREME COURT AND IDAHO. SUPREME COURT AND MONTANA. SUPREME COURT AND WASHINGTON TERRITORY. SUPREME COURT AND WASHINGTON (STATE). SUPREME COURT AND WYOMING. SUPREME COURT AND UTAH. SUPREME COURT AND NEW MEXICO. SUPREME COURT AND OKLAHOMA. SUPREME COURT AND COLORADO. COURT OF APPEALS AND KANSAS. COURTS OF APPEALS AND CALIFORNIA. DISTRICT COURTS OF APPEAL AND OKLAHOMA. CRIMINAL COURT OF APPEALS AND WE



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National Reporter System



This historic book may have numerous typos and missing text. Purchasers can usually download a free scanned copy of the original book (without typos) from the publisher. Not indexed. Not illustrated. 1919 edition. Excerpt: ...to comply with the laws relating to local associations. The act of 1905 was an independent and complete act governing and regulating foreign building and loan associations, and nowhere in it is contained any restrictions upon the method of making loans, other than the provisions of the bylaws of such foreign building and loan associations and it having been determined in the Henderson case, supra, that the method pursued by plaintiff in fixing the premium upon this loan was in accordance with the laws of Colorado and the by-laws of plaintiff, the trial court was, beyond doubt, in error in holding that plaintiff was not entitled to the protection accorded the building and loan associations because it failed to let this loan by open bids, if the act of 1905 continued in full force. In the Deaton Case the laws of the territory of Oklahoma of 1905 were held not In force after statehood. As above stated, the contract here in question was executed prior to the admission of Oklahoma into the Union. Contained in the laws relating to foreign building and loan associations (sections 1326, 1327, Rev. Laws 1910, adopted in 1905) ait the provisions authorizing such foreign com to charge the withdrawal fees and premiums here collected provided the combined rate of Interest and premium does not exceed 12 per cent, per annum. Under these statutes as held in the Legg Case, supra, the contract when made under.the laws then in force was valid and enforceable in Oklahoma and was not subject to the plea of usury, since the premium and interest did not exceed 12 per cent, per annum. Defendant in error in his brief makes up the account stated as follows: There was \$1,582.20 paid upon this loan of \$1,000, during the period from January 11, 1907, to...