

N.D. Cent. Code, § 1-02-03

Current through all legislation from the 68th Legislative Assembly - Special Session (2023).

North Dakota Century Code Annotated > TITLE 1 General Provisions (Chs. 1-01 — 1-08) > CHAPTER 1-02 Rules of Interpretation (§§ 1-02-01 — 1-02-42)

1-02-03. Language — How construed.

Words and phrases must be construed according to the context and the rules of grammar and the approved usage of the language. Technical words and phrases and such others as have acquired a peculiar and appropriate meaning in law, or as are defined by statute, must be construed according to such peculiar and appropriate meaning or definition.

History

C. Civ. P. 1877, § 7; R.C. 1895, § 5151; R.C. 1899, § 5151; R.C. 1905, § 6737; C.L. 1913, § 7325; R.C. 1943, § 1-0203.

Annotations

Notes

Derivation:

Harston's (Cal.) Practice, 16.

Notes to Decisions

In General.

Legislative History And Purpose.

Specific Words Construed.

Wills.

Words or Phrases Defined by Statute.

In General.

Judicial notice must be taken of the meanings of words and phrases in the English language, and of such matters of common knowledge and science as may be known to all men of ordinary understanding and intelligence. *State v. Equitable Life Assurance Soc'y*, 68 N.D. 641, 282 N.W. 411, 1938 N.D. LEXIS 154, 1938 N.D. LEXIS 155 (N.D. 1938).

Unless words in a statute are defined in the code, they are to be given their plain, ordinary, and commonly understood meaning. Kim-Go, H.K. Minerals, Inc. v. J.P. Furlong Enters., Inc., 460 N.W.2d 694 (N.D. 1990); Reed v. Hillsboro Pub. Sch. Dist. No. 9, 477 N.W.2d 237, 1991 N.D. LEXIS 191 (N.D. 1991).

When the plain language of a statute is not "transparent," our codified rules of statutory interpretation direct us to look to the code itself in determining the meaning of statutory terms. Northern X-Ray Co. v. State by & Through Hanson, 542 N.W.2d 733, 1996 N.D. LEXIS 25 (N.D. 1996).

Legislative History And Purpose.

Given the statutory language of N.D.C.C. § 26.1-40-15.4(1) construed with the other provisions for underinsured motorist coverage and the legislative history addressing the purpose of those statutes, N.D.C.C. § 26.1-40-15.4(1) required the reduction for benefits paid or payable under any Workforce Safety and Insurance (WSI) law from the insured's total compensable damages and not from the insured's underinsured motorist coverage limit, because making insureds whole was furthered by construing the reducing language of N.D.C.C. § 26.1-40-15.4(1) to authorize a reduction from compensatory damages rather than from the underinsured motorist coverage limit as long as the insured did not duplicate recovery for the same loss, and that purpose would be frustrated for WSI benefits since WSI had a subrogation right against a tortfeasor for fifty percent of the damages recovered up to a maximum of the total amount it has paid or would otherwise pay. Jund v. Johnnie B's Bar & Grill, Inc., 2011 ND 230, 814 N.W.2d 776, 2011 N.D. LEXIS 230 (N.D. 2011).

Specific Words Construed.

"Obligation" and "debt" are not synonymous; obligation is the broader term and it includes all debts, but the term "debt" does not include all obligations. Sonnesyn v. Akin, 12 N.D. 227, 97 N.W. 557, 1903 N.D. LEXIS 55 (N.D. 1903).

In the absence of anything from which a contrary intent may be gathered, the court must assume that when the legislature uses the term "doing business" or "business done", it uses it in the sense in which it is used by the courts and legislatures of the country. State ex rel. Langer v. Packard, 40 N.D. 182, 168 N.W. 673, 1918 N.D. LEXIS 81 (N.D. 1918).

Wills.

Technical words used in a will should be construed according to their technical meaning by reference to their technical context, unless a contrary intention is plainly expressed in the will. American Cancer Soc'y v. Unruh (In re Estate of Brown), 1997 ND 11, 559 N.W.2d 818, 1997 N.D. LEXIS 1 (N.D. 1997).

Words or Phrases Defined by Statute.

When words or phrases are defined by statute, that definition may be relied upon in construing the meaning of those words or phrases in a similar statute. Larson v. Baer, 418 N.W.2d 282, 1988 N.D. LEXIS 8 (N.D. 1988).

In determining whether the adopted woman was a proper devisee of the estate of decedent, who was the mother of the adopted woman's biological father who predeceased the decedent, courts pursuant to N.D.C.C. § 1-02-03 had to give terms that defined the relationship between people their peculiar and appropriate meaning as defined by statute. Since the decedent's child under N.D.C.C. § 30.1-01-06(4) was the biological son and the adopted woman was the biological father's "issue" under N.D.C.C. § 30.1-01-06(22), the fact of the adopted woman's adoption by the adoptive father did not effect the relationship between the adopted woman and biological father, according to

[N.D.C.C. § 30.1-04-09\(1\)](#), and meant that the adopted woman was a proper devisee of decedent. [Kraft v. Ramos \(In re Estate of Boehm\), 2012 ND 104, 816 N.W.2d 793, 2012 N.D. LEXIS 93 \(N.D. 2012\)](#).

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