

1982

Stanley Martin Redd, Sheila M. Redd, His Wife;
Sterling Hardson Redd, Jill D. Redd, His Wife; Paul
Dutson And Donna Dutson, His Wife v. Western
Savings & Loan Company : Newly Uncovered
Authority For Brief of Respondent

Utah Supreme Court

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IN THE SUPREME COURT OF THE STATE OF UTAH

STANLEY MARTIN REDD;)	
SHEILA M. REDD, his wife;)	
STERLING HARDSON REDD;)	
JILL D. REDD, his wife;)	NEWLY UNCOVERED AUTHORITY
PAUL DUTSON; and DONNA)	FOR BRIEF OF RESPONDENT
DUTSON, his wife,)	
)	Utah Rules of Civil
Plaintiffs-Appellants,)	Procedure 75(p)(3)
)	
v.)	Case No. 17231
)	
WESTERN SAVINGS & LOAN)	
COMPANY,)	
)	
Defendant-Respondent.)	

As further support for Western Savings' argument that the due-on-sale clause is not a "restraint on alienation", the following bracketed language is to be inserted at the designated pages:

At page 7 of Brief of Respondent:

. . . (Wash. 1976) (citations omitted); see also, [Lipps v. First American Service Corp., No. 800908 (Va. Jan. 22, 1982)], Gunther v. White, 489 S.W.2d 529 (Tenn. 1973); . . .

The following bracketed language is to be inserted
at page 8 of Brief of Respondent:

. . . Occidental Savings & Loan Ass'n v. Venco, 298 N.W.2d 843,
845 (Neb. 1980). (Emphasis added.) See also, [Lipps v. First
American Service Corp., No. 800908 (Va. Jan. 22, 1982)],
Enforcement of Due-On-Transfer Clauses, supra, . . .

The following bracketed language is to be inserted at page 9 of Brief of Respondent:

. . . widely fluctuating interest rates. See, [Lipps v. First American Service Corp., No. 800908 (Va. Jan. 22, 1982), Dunham v. Ware Savings Bank, 423 N.E.2d 998 (Mass. 1981); Williams v. First Federal Savings & Loan Ass'n of Arlington, No. 80-1446 (4th Cir. May 26, 1981); Krause v. Columbia Savings & Loan Ass'n, Civil No. 80CA0735 (Colo. Ct. App., filed March 19, 1981);]* Occidental Savings & Loan Ass'n v. Venco. . .

*The case of Dunham v. Ware Savings Bank was submitted to this Court pursuant to Rule 75(p)(3), Utah Rules of Civil Procedure, on October 1, 1981. The case of Williams v. First Federal Savings & Loan Ass'n of Arlington was submitted to this Court pursuant to Rule 75(p)(3), Utah Rules of Civil Procedure, on June 2, 1981. The case of Krause v. Columbia Savings & Loan Ass'n was submitted to this Court pursuant to Rule 75(p)(3), Utah Rules of Civil Procedure, on April 24, 1981.

CERTIFICATE OF HAND DELIVERY

I hereby certify that two copies of the foregoing Addition of New Authority to Brief of Respondent and Newly Uncovered Authority for Brief of Respondent, pages 7, 8 and 9, were hand delivered to Neil R. Sabin of Stringham, Larsen, Mazuran & Sabin, 200 North Main Street, Suite 200, Salt Lake City, Utah, 84103, this 2nd day of February, 1982.

A handwritten signature in black ink, appearing to read "Stephen J. K...", is written over a solid horizontal line.