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## FINDERS—APPLICATION OF STATUTE TO FINDER OF STOLEN NON-NEGOTIABLE BONDS

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FINDERS—APPLICATION OF STATUTE TO FINDER OF STOLEN NON-NEGOTIABLE BONDS—Plaintiff found a box containing twenty registered \$1000 United States bonds and other non-negotiable securities, which had been stolen from defendants. Plaintiff turned them over to the sheriff who returned them to defendants. The bonds were endorsed "Not Transferable" and were payable only to the owner named thereon. Defendants had promptly notified the United States Treasury of the theft, and by fulfilling certain requirements, could have obtained duplicate certificates and bonds. Plaintiff sued for a reward of ten per cent of the face value of the securities under an Iowa statute which provided for a reward of ten per cent of the value of the property for finding "lost goods, money, bank notes and other things."<sup>1</sup> Held, plaintiff found only evidence of the obligations of the government and not the obligations themselves. He was therefore not entitled to a reward of ten per cent of the face value of the bonds. *De Young v. Foster*, (Iowa 1948) 32 N.W. (2d) 664.

The Iowa court, in the earlier case of *Flood v. City National Bank of Clinton*,<sup>2</sup>

<sup>1</sup> Iowa Code (1946), §644-13.

<sup>2</sup> 218 Iowa 898, 253 N.W. 509 (1934); 95 A.L.R. 1168 (1935); 220 Iowa 935, 263 N.W. 321 (1935). For a criticism of this case, see 68 U.S.L. REV. 230 (1934); and 34 MICH. L. REV. 879 (1936). Goods lost in the legal sense have been parted with inadvertently. The meaning of the word is extended in the Flood case beyond involuntary loss, to include those "opposed to desire." See, generally, Aigler, "Rights of Finders," 21 MICH. L. REV. 664 (1923). It is interesting to note that there is stronger basis for saying that the word "lost" can apply to stolen instruments than to stolen money. 39 A.L.R. 1242 (1925). Cf., *Zech v. Accola*, 253 Wis. 80, 33 N.W. (2d) 232 (1948), noted *infra*, p. 718, dealing with a Wisconsin statute.

held that "stolen" money was "lost" money within the meaning of the above statute and that the finder of stolen money is entitled to the statutory reward. The court does not decide, in the instant case, whether or not stolen United States savings bonds come within the scope of the statute. To avoid determining this question, the court seizes upon supposedly distinguishing features. The *Flood* case, the court reasons, involved money, which is specifically mentioned in the statute. Furthermore, the stolen money was itself the government obligation, whereas the non-negotiable bonds are mere evidence of the obligations. However, it would seem that the court could have interpreted the statutory language to comprehend these securities, for the statute speaks of finding "lost goods . . . and other things" as well as "money." Even assuming that the bonds are mere symbols of debt, they can appropriately be classified as "other things."<sup>3</sup> They may have value as chattels, even though such value is not measured by the debt itself.<sup>4</sup> Perhaps implicit in the court's reluctance to include these securities within the statutory language is a desire to restrict the broad interpretation of finders' statutes as evinced by the *Flood* case. But in the principal case, the court is called upon to decide only whether the value of these non-transferable bonds is measured by the face value of the obligations, and any determination of the applicability of the statute to mere evidence of the obligations is unnecessary. The claim of the finder that he is entitled to a reward measured by the value of the obligations seems correctly rejected.<sup>5</sup>

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<sup>3</sup> 3 BOUVIER, LAW DICTIONARY, 3d rev., p. 3268 (1914), defines "things" as "every object, except man, which may become an active subject of right."

<sup>4</sup> In such a case, the value might appropriately be called a "nuisance value." 31 C.F.R. CUM. SUPP. 315-12, prescribes the steps which must be taken before a substitute United States savings bond is issued.

<sup>5</sup> *Inheritance Tax Division v. The Chamberlin Estate*, 21 Wash. (2d) 790, 153 P. (2d) 305 (1944). The court held that the paper is only a symbol or evidence of ownership. However, at least one court has held that a gift can be made of these non-transferable bonds by manual delivery. *Matter of Borchardt*, 179 Misc. 456, 38 N.Y.S. (2d) 987 (1942).