

MASON'S MINNESOTA STATUTES

1927

PUBLISHED UNDER THE TERMS OF THE CONTRACT MADE BY THE
STATUTE COMPILATION COMMISSION FOR THE PUBLICATION OF
THE GENERAL STATUTES OF 1923

EMBRACING THE ORGANIC LAWS, THE CONSTITUTION, AND THE STAT-
UTES CONTAINED IN THE GENERAL STATUTES OF 1923, EXCEPT
THOSE WHICH HAVE BEEN REPEALED OR SUPERSEDED
BY THE SUBSEQUENT LEGISLATION OF 1925
AND 1927

AND ALSO EMBRACING LAWS OMITTED FROM THE GENERAL STATUTES
1923, AND THE LAWS OF THE 1925 AND 1927 SESSIONS OF THE
LEGISLATURE UNDER APPROPRIATE CLASSIFICATION.

COMPILED AND EDITED BY THE EDITORIAL STAFF OF THE
CITER-DIGEST COMPANY

WILLIAM H. MASON,
Editor in Chief.

MARTIN S. CHANDLER,
RICHARD O. MASON,
Assistant Editors.

Citer-Digest Company
St. Paul
1927

thereof, shall be executed or delivered when there are adverse claimants thereto until such controversy is settled or determined as hereinbefore provided. In all cases where there is no such controversy, upon the application of any person claiming such land, the judge of the district court of the district where said land is situated shall by such notice as he shall prescribe, summon before him such claimant and cause proof to be made by oral testimony, affidavit, deposition or otherwise, as shall satisfy him who is the person entitled to such land, and when it shall thus be determined, the said judge or authorities upon like demand and payment, or tender of payment, shall execute and deliver to the person so determined to be entitled thereto a deed of conveyance, as provided in section 2 [8169]. ('07 c. 210 § 11) [6798]

8179. Judge shall be seized of title to lands, when— In case any judge of the district court who enters any such land under said act of congress and thereby becomes the sole trustee thereof, is possessed of or entitled to the same or any part thereof in accordance with the provisions of this act and his right or claim is not disputed or claimed adversely by any other person, he shall be seized of the title thereto and the estate therein in fee simple to his own use absolutely, free and discharged of such trust; and no conveyance, other than the patent of such land, shall be necessary to perfect his title thereto. If any such land is claimed by any person adversely to such judge, the conflicting claims between them shall be determined by settlement, arbitration or by action as hereinbefore provided for determining adverse claims; and in case such an action is necessary, the issues therein shall be tried before and determined by some other judge of the district court who is disinterested. ('07 c. 210 § 12) [6799]

8180. Title to lands, from what time held—For the purpose of determining the rights of adverse claimants to any such entered land, the judge or corporate authorities shall be deemed to possess and hold the

title thereto in trust, from the time of entry thereof. ('07 c. 210 § 13) [6800]

8181. Costs, how regulated—The costs in actions and proceedings provided in this act shall be regulated and recoverable as in civil actions in this state. ('07 c. 210 § 14) [6801]

8182. Reconveyance pursuant to contracts—Every person in whom the title to any land shall be declared to be vested under this act shall reconvey, by good and sufficient deed, to any person claiming by, through or under him pursuant to a contract made by such persons, upon demand and upon payment of any money due or unpaid to him from the person making such demand; and in case of refusal so to convey, such contract may be enforced by action according to law. ('07 c. 210 § 15) [6802]

8183. Successor of judge to complete execution of trust—The successor in office of any judge entering lands under this act, shall, if the trust has not been fully executed, succeed to such trust, and shall have authority to execute the same as fully and in the same manner as his predecessor. ('07 c. 210 § 16) [6803]

8184. Act to apply, to what lands—The provisions of this act shall apply to lands held in trust at the time of passage hereof when no previous disposition thereof under said trust has been made. ('07 c. 210 § 17) [6804]

8185. Certain acts validated—That all acts done by any such corporate authorities or judge and all proceedings had and taken before any district court, in accordance with the provisions of chapter 42 of the General Statutes of 1866, and amendments thereto, between the first day of March, 1906, and the time this act takes effect are hereby legalized and validated in all respects, and shall have the same force and effect as if chapter 42 of the General Statutes of 1866, and amendments thereto, had not been repealed by the Revised Laws 1905. ('07 c. 210 § 18) [6805]

Explanatory note—Chapter 42 of G. S. '66, is the chapter relating to Official Trusts (Chap 51-A herein).

CHAPTER 62

LANDLORDS AND TENANTS

| | |
|---|------|
| Distress for rent | 8186 |
| Action by landlord—Re-entry—Tenant, when restored | 8187 |
| Tenant may not deny title—Exception | 8188 |
| Person in possession liable for rent—Evidence | 8189 |
| Building destroyed, etc.—Rent | 8190 |
| Estate at will, how determined—Notice | 8191 |
| Notice of cancellation of leases | 8192 |
| Urban real estate—Holding over | 8193 |
| Notice to be given of vacation of building | 8194 |

8186. Distress for rent—The remedy by distress for rent is abolished. (3327) [6806]
 Prior to statute (24-584).
 Lien on crops. 158-100, 196+935.

The Relation in General.

A letter, written by defendants, proposing to sell a building and give a ground lease for a long term of years upon the terms and conditions set out, did not become an enforceable contract by plaintiff's appending thereto the following: "Accepted: 8/8/22. Nathan Kris, providing conditions of lease are satisfactory." 159-213, 198+541.

Contract as to furnishing lessee water for cattle held not to arise out of conversation. 159-422, 199+90.

Where the lessee of an apartment stipulates to take the premises just as they are, the fact that the lease fails to mention that a room retained by the lessor re-

ceives its heat from the furnace and electricity for its lights through the meter of the apartment does not justify him in abandoning the premises, nor relieve from liability for rent, unless he shows that he was induced to enter into the lease by misrepresentations and in ignorance of the situation. 160-11, 199+227.

The evidence supports the finding of the trial court that the lease with the interlineation and held by the lessor represented the true agreement of the parties; and before defendant could invoke the doctrine of esoppel by conduct he must show that he has been led thereby to change his position for the worse. 162-170, 202+439.

Abandonment.

Abandonment consists of the actual relinquishment of property, accompanied by an intent to part with it permanently. The evidence did not show conclusively that plaintiff had abandoned his property. 161-135, 201+537.

Assignments and Subleases.

Liability of lessees for rent after assignment of lease. 156-499, 194+375.

If a sublease retains any part of the term, however small, in the sublessor, it does not operate as an assignment but only as a sub-lease. 158-411, 197+833.

Even if a sublease leaves no reversion in the sublessor, if it contains covenants of advantage to him and gives him the right to reenter for breach thereof, he may enforce this right on failure to perform such covenants. 158-411, 197+83.

An assignment of a lease transfers the privity of estate but not the privity of contract. 197+833.

A lease is both an executory contract and a present conveyance, and creates a privity of contract and a privity of estate. 158-411, 197+833.

A sublease for the whole term is in law an assignment as between the original lessor and the sublessee, but may be given effect as a contract as between the sublessor and sublessee. 158-411, 197+833.

Record fails to disclose evidence to sustain a finding of actual written consent, or waiver, or ratification of subletting of leased premises contrary to the terms of the lease. 164-201, 204+936.

Bond to Secure Rent.

A bond given to a lessor of a creamery, not stating that it is for the benefit of any one else, by a lessee securing the payment of rent, and in the conditions stating that lessee shall pay the patrons all moneys due for butter fat, cannot be enforced by the lessor, the obligee in the bond, for the collection of the money due the patrons for butter fat; they being strangers to the contract. 165-163, 205+895.

Crops, Rights as to.

Where a farm lease provided that the landowner should retain title to all crops until final settlement and have the right to take enough of the crops which on division could go to the tenant to pay all indebtedness due from the tenant, and that on performance of all the undertakings of the tenant the landowner should deliver to him a specified share of the crops, they were tenants in common of the crops with the title in the landowner as security for the performance of the contract and payment of the amounts due thereunder. 158-429, 197+845.

The land owner is presumed to intend to retain his security until final settlement, and dividing the grain before making a settlement will not divest him of his lien unless the intention to do so clearly appears. 158-429, 197+845.

Whether a division of the grain had been made is in dispute, but if made as claimed it did not release the lien. 158-429, 197+845.

In proving title to corn in the crib on a farm owned by plaintiff, it is not hearsay nor self-serving to prove conduct of parties for the purpose of showing a division; to also show that the tenant pointed to the crib and told the plaintiff that the particular crib of corn was his share, the language under the circumstances being a verbal act. 161-229, 201+322.

Subsequent statements of the tenant made to others are inadmissible. In the absence of a showing that plaintiff had made him his agent to determine ownership. 161-229, 201+322.

The rights of a landlord to future crops under a mortgage clause in a lease not filed are postponed to the rights of a subsequent purchaser in good faith. 162-240, 202+445.

Where a tenant of a rented farm after harvesting some of the crops and getting the others about ready for harvest, without legal excuse, leaves the same before the end of the term, and the lessor re-enters and appropriates the crops and then sues for the balance of the rent, the lease containing a clause that re-entry for condition broken shall not work a forfeiture of the rent, the value of the crops less the expenses of the lessor in marketing and getting them ready for the market goes in mitigation of the damages recoverable. 162-447, 203+216.

In replevin for the owner's shares of crops raised by defendant under a cropping contract, it is a defense, nothing else appearing, that before severance plaintiff conveyed the property, absolutely and without reservation of the crops, to a third party. 164-366, 205+252.

Eviction.

The plaintiff failed to heat a store building leased to the defendant in accordance with the terms of his covenant. Whether the defendant by remaining in possession for a time waived his right to treat the breach as a constructive eviction was a question of fact for the jury. 161-234, 201+602.

The evidence does not show a breach of contract by the defendant, the lessor, such as to justify the plaintiff, the lessee, in leaving the leased farm upon the theory of an eviction; and, doing so, he cannot recover damages for the loss of the unexpired portion of the term. 162-135, 202+713.

When the plaintiff left the leased farm, in the operation of which he and the defendant both were interested, some of the property used therewith being owned jointly and the defendant having chattel mortgages on some of that belonging to the plaintiff, the defendant was justified in taking possession, and upon doing so was liable to account to the plaintiff, and if he converted his property was liable for its value. 162-135, 202+713.

Improvements.

Covenant on part of lessor to pay a third party, upon the expiration of the term, the reasonable value of a dwelling erected by the lessee construed as an independent covenant upon which liability of lessor could be predicated, even though the lessee on his part had violated the terms of the lease. 164-201, 204+936.

Whether a covenant is independent or dependent must depend upon the rational interpretation of the instrument involved "keeping within the good sense of the case." 164-201, 204+936.

Mistake and Reformation.

The finding that there was no mistake in failing to incorporate certain agreements in a lease is sustained by the evidence, and there was no error in refusing a reformation. 167-338, 209+15.

The evidence does not require a finding that there was such a failure of consideration, or such a breach of a condition, because of a failure to perform certain agreements relative to putting the leased premises in condition for occupancy that liability for rent did not attach, or that a right of rescission arose. 167-338, 209+15.

Negligence of Landlord.

Where a rear porch to the second floor is used in common by the different occupants of the residential rooms on such floor, the landlord is under obligation to the partits having occasion to use the same to exercise ordinary care to keep the same in repair. 161-149, 201+303.

The acts of negligence, upon which plaintiff's right to recover is predicated, as set forth in her complaint, are supported by the evidence which sustains the verdict herein. 161-149, 201+303.

The question of plaintiff's contributory negligence was properly submitted to the jury, and its findings thereon were justified by the evidence. 161-149, 201+303.

Repairs.

The terms of an oral agreement to repair a house were sufficiently definite and certain to bind the landlord, who had failed to make any repairs whatever. 212+18.

The measure of damages for the breach of such a contract is the difference between the rental value of the premises in their actual condition and their rental value in the condition in which the landlord agreed to put them. 212+8.

Rescission by Lessee.

Where, in a lease of real property for the term of five years, it appears from the complaint that the lessee was induced to enter into the lease by reason of false representations made to her by stockholders and officers of the lessor, a corporation, for the purpose of defrauding the lessee, and the lease has been partly performed, and upon discovery of the fraud the lessee rescinded the lease, held, that the rescission extinguished and wiped out the lease so that, in contemplation of law, it was as though it had never existed.

Where the lessor in such a lease is a corporation, and the fraudulent representations were made by stockholders and officers thereof, and the lessee went into possession and paid a portion of the rental, as provided in the lease, held, that the lessee, upon restoring, so far as possible, what she received, may recover from the persons so participating in the fraud what she parted with. 160-424, 200+465.

Sale of Property.

Under farm lease providing that tenant, if sale made before crop planted, should receive compensation for preparing ground for crop, tenant, on sale after crops harvested and vacating premises, held entitled to recover for hauling manure to farm to fertilize for following year. 159-536, 198+998.

Trade Fixtures.

Whether a sloping, false floor, installed by a tenant, could be removed with but little or no injury to the building, and whether it was a trade fixture and, as such, removable by the tenant at the end of his term, were, under the circumstances discussed in the opinion, questions for the jury. 211+13.

Use and Occupation.

The evidence justified recovery for use and occupation of premises tortiously taken possession of by defendants. 213+549.

8187. Action by landlord—Re-entry—Tenant, when restored—In case of a lease of real property, when the landlord has a subsisting right of re-entry for the failure of the tenant to pay rent, he may bring an action to recover possession of the property, and such action

is equivalent to a demand for the rent and a re-entry upon the property; but if, at any time before possession has been delivered to the plaintiff on recovery in the action, the lessee or his successor in interest as to the whole or any part of the property, pays to the plaintiff or brings into court the amount of the rent then in arrears, with interest and costs of the action, and an attorney's fee not exceeding five dollars, and performs the other covenants on the part of the lessee, he may be restored to the possession, and hold the property according to the terms of the original lease.

Provided, however, that if the lease under which the right of re-entry is claimed is a lease for a term of more than twenty years, re-entry cannot be made into said land or such action commenced by the landlord unless, after default, he shall serve upon the tenant, also upon all creditors having a lien of record legal or equitable upon the leased premises or any part thereof, a written notice that the lease will be cancelled and terminated unless the payment or payments in default shall be made and the covenant or covenants in default shall be performed within thirty days after the service of such notice, or within such greater period as the lessor shall specify in said notice, and if such default or defaults shall not be removed within the period specified within said notice, then said right of re-entry shall be complete at the expiration of said period and may be exercised as provided by law; provided further, that if any such lease shall provide that the landlord, after default, shall give more than thirty days' notice in writing to the tenant of his intention to terminate the tenancy by reason of default in terms thereof, then the length of the notice to terminate shall be the same as provided for and required by the lease.

And provided further, as to such leases for a term of more than twenty years, if at any time before the expiration of six months after possession obtained by the plaintiff on recovery in the action, the lessee or his successor in interest as to the whole or part of the property, or any creditor having a lien legal or equitable upon the leased premises or any part thereof, pays to the plaintiff, or brings into court, the amount of rent then in arrears, with interest and the costs of the action, and performs the other covenants on the part of the lessee, he may be restored to the possession and hold the property according to the terms of the original lease; provided, that the provisions of this act shall not apply to any action or proceeding now pending in any of the courts of this state. (R. L. '05 § 3328; G. S. '13 § 6807, amended '17 c. 428 § 1; '23 c. 76 § 1)

Statute does not give right of re-entry but simply makes commencement of action equivalent to an actual re-entry (41-542, 43+479). Tender of rent (62-370, 64+911; 74-279, 77+3. See, prior to 1901 c. 72, 67-374, 378, 69+1099; 70-220, 73+7). Instrument a lease and not a contract of sale (123-270, 143+785; 147-150, 179+736). 167-399, 209+259.

Cited as not being involved. 158-411, 197+833. The defendant is not concerned with constitutionality for he is not injured by the statute if constitutional. 210+34.

The receipt of rent was not a waiver of right to terminate for the nonpayment of taxes and invoke right of re-entry. 210+34.

8188. Tenant may not deny title—Exception—When any person enters into the possession of real property under a lawful lease, he shall not while so in possession deny the title of his landlord in an action brought by such landlord, or any person claiming under him, to recover possession of the property; but such estoppel shall not apply to any lessee who, at and prior to the lease, is in possession of the premises under a claim

of title adverse or hostile to that of the lessor. (3329) [6808]

130-282, 153+756. Lessee in prior possession is not estopped from setting up title adverse to his lessor (130-372, 153+756; 138-9, 163+757).

Sub-lease. 158-411, 197+833. One having no rights in the property, except under written lease, is estopped to question the validity thereof during his possession thereunder. 160-532, 200+90.

8189. Person in possession liable for rent—Evi-dence—Every person in possession of land out of which any rent is due, whether it was originally demised in fee, or for any other estate of freehold, or for any term of years, shall be liable for the amount or proportion of rent due from the land in his possession, although it be only a part of the land originally demised. Such rent may be recovered in a civil action, and the deed, demise, or other instrument showing the provisions of the lease may be used in evidence by either party to prove the amount due from the defendant. Nothing herein contained shall deprive landlords of any other legal remedy for the recovery of rent, whether secured to them by their leases, or provided by law. (3330) [6809]

24-584, 589; 69-162, 164, 71+1030.

8190. Building destroyed, etc.—Rent—The lessee or occupant of any building which, without fault or neglect on his part, is destroyed, or is so injured by the elements or any other cause as to be untenable or unfit for occupancy, is not liable thereafter to pay rent to the lessor or owner thereof, unless otherwise expressly provided by written agreement; and the lessee or occupant may thereupon quit and surrender possession of such premises. (3331) [6810]

Tenant liable for rent unless he surrenders possession within reasonable time after premises become unfit (47-291, 50+80; 47-462, 50+601; 49-509, 52+136; 74-77, 76+960). Resuming possession after repairs held to continue lease

(39-385, 40+361). Not applicable to failure to furnish steam heat and elevator service (51-53, 52+986). Burden of proving destruction or unfitness on tenant (56-1, 57+157). Rule at common law (37-4, 33+10). Statutory provisions incorporated in lease. Effect of premises becoming untenable after execution of lease and before time of delivery (96-236, 104+965). Tenant of building destroyed by fire held entitled to recover rent advanced for following month (109-331, 123+931). Lessee is liable for rent pro rata during occupancy (125-5, 145+399). Lessee is liable for rent if his sub-lessee continues in occupancy (129-488, 152+860). Tenant in occupancy pending adjustment of fire loss does not waive right to terminate tenancy (132-194, 156+119). Where city removes front wall rendering premises untenable, no restoration provided in lease, and tenant vacates, he is not thereafter liable (135-395; 160+1021).

Condemnation of building as unsafe by city as justifying lessee in leaving. 159-101, 198+460.

Cited and cases distinguished. 161-234, 201+602.

Public contracts. 161-281, 201+410. If one holding an option for a lease is thereby promised a tenable property, and, supposing the property to be tenable, exercises the option and thereafter and before the execution of the lease discovers that it is actually untenable, he may withdraw his election and refuse to accept the lease. 165-136, 205+945.

8191. Estate at will, how determined—Notice—Estates at will may be determined by either party by three months' notice in writing for that purpose given to the other party, and, when the rent reserved is payable at periods of less than three months, the time of such notice shall be sufficient if it be equal to the interval between the times of payment; and, in all cases of neglect or refusal to pay the rent due on a lease at will, fourteen days' notice in writing to quit, given by the landlord to the tenant, is sufficient to determine the lease. (3332) [6811]

166-190, 207+498. 1. When no default in rent—Duty to serve notice reciprocal. Notice must terminate with the month, quarter or year, according to the nature of the tenancy. A

present demand or notice to quit is insufficient (47-1, 49+327; 50-116, 52+384; 50-139, 52+390; 57-164, 58+989; 57-230, 58+990; 81-445, 84+454; 82-244, 84+800; 83-336, 86+335; 88-116, 92+521. See 57-223, 58+981; 74-333, 77+231). Applicable where no term is fixed in the lease (24-172); and to tenancies from year to year (47-1, 49+327; 70-102, 72+841). Substantial not technical accuracy required in notice (81-445, 84+454. See 83-336, 86+335). Where, in a tenancy from month to month, the month begins on the first day, a notice served a month before the day named in it, requiring the tenant to quit on the last day of the month, is sufficient (31-392, 18+101). A notice to quit only a part of demised premises where the whole thereof are held under one lease is insufficient (81-445, 84+454). Statutory notice limits time to remove fixtures (37-459, 35+267).

2. **When default in rent**—Notice to quit not a condition precedent to action for possession for non-payment of rent (22-37; 21-398; 72-100, 75+114; 74-279, 77+3).

3. **Mode of service**—Should be personal when practicable. Service by mail sufficient if notice actually reaches tenant (81-445, 84+454). Service on agent of landlord held sufficient (81-291, 84+107).

4. **Waiver of notice**—Where landlord, after notice to tenant to quit, agrees that he may remain in possession, notice is waived (99-277, 109+250). Cited 101-253, 112+220.

121-198, 140+1031; 126-452, 148+297.

8192. **Notice of cancellation of leases**—Whenever a notice of the cancellation of termination of a lease of real property, or a copy of said notice, with proof of service thereof, and the affidavit of the lessor, his agent or attorney, showing that the lessee has not complied with the terms of the notice, shall be presented for recording at the office of the register of deeds in which said lease has been duly recorded, it shall be the duty of the register of deeds to record said notice, proof of service thereof and affidavit, and the record thereof shall be prima facie evidence of the facts therein stated. ('21 c. 394 § 1)

8193. **Urban real estate—Holding over**—When the lessee or tenant of urban real estate, or any interest therein, holds over and retains possession thereof after expiration of the term of the lease without express contract with the owner, no tenancy for any other period than the shortest interval between the times of payment of rent under the terms of the expired lease shall be implied. (3333) [6812]

89-348, 94+1084; 91-513, 98+648; 93-115, 100+660. 212+18.

Verbal agreement to make improvements, in consideration of which lease was executed, remained obligatory on lessor during term, and if the lessee remained in possession and becomes a tenant from month to month, agreement was presumed to remain in force (97-291, 106+308). Where lessee has option to rent for additional time, but written lease is silent as to terms and conditions of optional tenancy, terms and conditions of original letting apply, with exception of option provision, and in case of urban property exercise of option constitutes express contract (140+1031). Tenancy not rendered one for single month (126-452, 148+297).

8194. **Notice to be given of vacation of building**—Every person who shall, between the 15th day of November and the 15th day of April following, remove from, abandon or vacate any building or part thereof, occupied by him, or in his possession, as tenant, except upon the termination of his tenancy, and which contains any plumbing, water, steam or other pipe liable to injury from freezing, without first giving to the landlord, owner, or agent in charge, of such building three days' notice of his intention so to remove, shall be guilty of a misdemeanor. ('15 c. 213 § 1)

142-100, 170+917; 145-402, 177+632.

CHAPTER 63

CONVEYANCES OF REAL ESTATE

| | |
|--|--------|
| Terms defined—Mortgages, etc., included | 8195 |
| Conveyances by husband and wife—Powers of attorney | 8196 |
| Conveyances recorded 15 years validated | 8197 |
| Purchase-money mortgage—Non-joinder of spouse | 8198 |
| Separate deeds by husband and wife—Curative | 8199 |
| Conveyances between husband and wife, etc., validated | 8199-1 |
| Power of attorney by married woman—Curative | 8200 |
| Conveyance by husband or wife of insane or incompetent | 8201 |
| Conveyance by corporation—Resolution appointing attorney | 8202 |
| Quitclaim—Words of inheritance unnecessary to pass fee | 8203 |
| Warranty and quitclaim deeds—Forms | 8204 |
| No covenants implied—Adverse holding | 8205 |
| Restricting provisions against conveyances | 8206 |
| Provisions declared void | 8207 |
| Interpretation | 8208 |
| Liable in civil action | 8209 |
| Conveyance by tenant for life, etc.—No forfeiture | 8210 |
| Grantor to make known incumbrance | 8211 |
| Liability of grantor who covenants against incumbrances | 8212 |
| Conveyances, how executed | 8213 |
| Certain trust deeds legalized | 8214 |
| Application | 8215 |
| Conveyances not acknowledged—Death or removal of grantor | 8216 |
| Requisites to be entitled to record | 8217 |
| Copy of record | 8218 |
| Judgments | 8219 |
| Copy of will and probate | 8220 |
| Deeds of pews | 8221 |
| Action to test new county—Conveyances, where recorded | 8222 |
| Railroad lands—Lists, etc. | 8223 |
| Deeds, etc., affecting titles to railroad lands—Copies | 8224 |
| Record deemed notice—Exception | 8225 |

| | |
|---|--------|
| Recording act—Unrecorded conveyances void when | 8226 |
| Recorded conveyance, etc.—Curative | 8227 |
| Certain instruments legalized | 8228 |
| Application | 8229 |
| Recorded deeds, mortgages and other instruments legalized | 8229-1 |
| Same—Copies as evidence | 8229-2 |
| Record of conveyance affecting title to real property in counties created from other counties legalized | 8229-3 |
| Instruments relating to timber, minerals, etc. ... | 8230 |
| Record of conveyance of land in unorganized county | 8231 |
| When deed not defeated by defasance | 8232 |
| Recorded letter of attorney, how revoked | 8233 |
| Mortgages—How discharged of record | 8234 |
| Refusal of mortgagee to discharge—Action ... | 8235 |

8195. **Terms defined—Mortgages, etc., included**—The word "purchaser," as used in this chapter, shall embrace every person to whom any estate or interest in real estate is conveyed for a valuable consideration, and also every assignee of a mortgage, lease, or other conditional estate. The word "conveyance," as so used, shall include every instrument in writing whereby any interest in real estate is created, aliened, mortgaged, or assigned, or by which the title thereto may be affected in law or in equity, except wills, leases for a term not exceeding three years, and powers of attorney. (3334) [6813]

In General.

Held "conveyances" and within recording act: a mortgage (18-232, 212; 22-137); an assignment of a mortgage (7-176, 120; 95-392, 104+237; a party-wall agreement (23-