

Nineteen Hundred Thirty-One
Supplement

to

Mason's Minnesota Statutes

(1927 thru 1931)

Containing the text of the acts of the 1929 and 1931 Sessions of the
Legislature, both new and amendatory, and notes showing repeals,
together with annotations from the various courts, state
and federal, construing the constitution, statutes,
charters and court rules of Minnesota



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CHAPTER 61

Powers

§8107. Powers abolished, except, etc.

An agent owes the utmost fidelity to his principal. *Nat'l. Pole & Treating Co. v. G.*, 233NW 810. See Dun. Dig. 152.

Actual authority of sales agent to receive payment for merchandise may be implied from circumstances. *Nat'l. Radiator Corp. v. S.*, 234 NW648. See Dun. Dig. 161(43).

In action by a salesman to recover a commission, evidence held sufficient to sustain verdict for plaintiff. *Sigvertsen v. M.*, 234NW688. See Dun. Dig. 5312.

§8115. Particular estate with power of disposition.

Will held to give an absolute beneficial power of alienation, and life estate was changed into a fee absolute as respected the right of a mortgagee or purchaser, but subject to the future estate of children. 172M48, 215NW196.

§8119. What powers of disposition absolute.

172M48, 215NW196, note under §8115.

CHAPTER 62

Landlords and Tenants

§8186. Distress for rent.**1. The Relation in General.**

Under ordinary contract between landowner and cropper they are co-owners of the crop, and cropper may mortgage his share before division, and a provision authorizing landowner to retain possession of the cropper's share as security for his indebtedness is in legal effect a mortgage on the crop. 171M461, 214NW288.

Except as security for rent or the purchase price of the land, the landowner cannot acquire a valid lien on crops to be grown later than the season beginning on May 1st next following the date of the contract. 171M461, 214NW288.

If without the consent of the cropper, the landowner retains more than his share of the crops, he must account therefor and cannot apply the value thereof on the unsecured indebtedness of the cropper. 171M461, 214NW288.

Covenant of lessee "to pay all unpaid taxes and assessments that are now levied or assessed upon said real estate during the term" held to evidence an intention of parties to impose tax obligation upon lessee. 173M247, 217NW135.

Conversion of grain dependent on construction of lease. *Randolph v. T.*, 219NW91.

Lessor informing guarantor on lease that tenant was paying the rent, held to estop him from claiming that tenant was in arrears at such or a subsequent time. 176M227, 222NW929.

Return of lease with a change in it was not an acceptance but a counter offer, but acceptance of the counter offer may be implied from circumstances. *M. Samuels & Co. v. Z.*, 234NW 468. See Dun. Dig. 1740(24).

City held not to have become bound contractually under a lease to it and was not liable for rent. *Noyes v. C.*, 237NW189.

3. Assignments and subleases.

The evidence compels a finding that a thirty-year lease and a subsequent modification thereof, taken by the promoter of a bank to be organized, was not adopted by the bank occupying the premises leased, improving the same, and paying the rent; for the covenants contained in the lease to be performed by the lessee were such that the bank could not lawfully assume them. *Veigel v. O.T.*, 236NW710. See Dun. Dig. 2114, 2114a, 2116.

3½. Rents and Royalties.

Defendant lessee could not apply against royalties accruing in 1928 royalties which had accrued under a sublease terminated in 1925. *Hammel v. H.*, 234NW674. See Dun. Dig. 6123.

5. Crops, Rights as to.

Possession of crops by lessor under a lease in effect a chattel mortgage. 178M344, 227NW199.

6. Eviction.

Facts admitted held to show there was no ground for claim of constructive eviction for rent. 173M155, 216NW802.

In action for damage to personal property of evicted lessee, evidence held to show that property belonged to such lessee. *Bronson Steel Arch Shoe Co. v. K.*, 236NW204. See Dun. Dig. 5366.

Reservation in a lease of right of lessor to enter to make repairs or improvements did not warrant a major improvement which damaged the lessee's personal property and amounted to an eviction. *Bronson Steel Arch Shoe Co. v. K.*, 236NW204. See Dun. Dig. 5365.

7. Improvements.

Agreement of lessor at termination of lease to credit lessee with the value of improvements held not to include cost of digging well. *Chute v. F.*, 227NW856.

Lease to gun club granting right to hunt and fish did not give permission to dam outlet of waters upon the land. *Pahl v. L.*, 233NW836. See Dun. Dig. 5388.

9. Negligence of Landlord.

Evidence held not to show that lease included sidewalk and therefore lessor and not lessee was liable for defective manhole cover. 176M 156, 222NW913.

An assumed warranty of landlord as to safety of cellar steps held limited to adequacy of two stair steps claimed to be too thin, and without reference to supports thereunder. 181M471, 233NW14. See Dun. Dig. 5369.

Landlord held not charged with notice of defective rotten supports under cellar steps. 181 M471, 233NW14. See Dun. Dig. 5369, 7231.

The rule is that a landlord, in the absence of fraud, concealed dangers known to the landlord unknown to the tenant, or a warranty, is not liable for injuries suffered because of defective premises, unless there is a violation of his covenant to repair. 181M471, 233NW14. See Dun. Dig. 5369.

10. Repairs.

Recovery by lessor of expenditures made in restoring premises to proper condition at termination of lease. 178M391, 227NW211.

12½. Termination of lease.

Evidence held to show a waiver by both parties of a provision requiring written notice to prevent the automatic extension of a lease for another term. 175M421, 221NW645.

Evidence held sufficient to go to jury upon question whether lease was surrendered before the rent for a particular month accrued. 178M 177, 226NW411.

§8189. Person in possession liable for rent.

Tenant who takes possession under a void lease becomes a tenant at will and liable for the specified rent until the tenancy is terminated. 174NW233, 219NW79.

A conveyance of the fee by the lessor does not terminate a tenancy at will nor convert it

into a tenancy at sufferance. 174M233, 219NW 79.

Payment by tenant and acceptance by grantee of the monthly installments of rent under a void lease is sufficient to establish a tenancy at will even if it did not previously exist. 174M 233, 219NW79.

§8191. Estate at will, how determined—Notice.

3. Mode of service.

Taking possession of and operating a farm

under an oral lease void under the statute of frauds creates a tenancy at will, which may be terminated only by statutory notice. Hagen v. B., 233NW822. See Dun. Dig. 5377(83).

§8193. Urban real estate—Holding over.

Provision in lease for purchase of fixtures from the lessor by the lessee in the extent the lease is "extended," did not intend a statutory extension from month to month but an extension as a result of an agreement between the parties. 174M87, 218NW242.

CHAPTER 63

Conveyances of Real Estate

§8195. Terms defined—Mortgages, etc., included.

1. In general.

Evidence held not to require finding that grantor was mentally incompetent, or that deed was induced by undue influence. 174M131, 218 NW455.

In view of this section the husband or wife may mortgage the homestead in case of the incompetency of the other spouse. 172M504, 215 NW857.

There may be a valid transfer of land by verbal gift where there is an acceptance and a taking of possession. 175M549, 221NW908.

Vendee repudiating contract held not entitled to recover earnest money. 222NW288.

Vendors lien. 176M188, 222NW916.

2. Contracts of sale.

There was a breach of an agreement to furnish a certified Torrens certificate though seller furnished a certificate showing title in another of an undivided one-half interest, and though such other person was ready and willing to join in the contract for a deed. 175M144, 220NW415.

A contract for a deed is a nonnegotiable instrument and an assignee thereof takes it subject to the grantee's rights. 176M267, 223NW 288.

Where vendees under contract were to pay all taxes and they assigned contract to defendant which bought in the land at tax sale, vendor who refrained from cancelling contract in reliance on representation of defendant that it had paid taxes should have the land free from any lien for such taxes. *Klostermann v. F.*, 223 NW780.

Cancellation of contract for sale of land discharged liability on note. 224NW842.

Evidence unrelated to the land or contract in question, and evidence as to taxes due after the action was commenced should not have been received. *Pratt v. M.*, 234NW464. See Dun. Dig. 9998.

A vendor cannot recover the purchase price of land before it is due, on default in payment of interest and taxes, where there is no clause in the contract giving the vendor the right to declare the principal due on default in such payments. *Pratt v. M.*, 234NW464. See Dun. Dig. 10084.

Evidence held not to sustain finding that purchasers had repudiated land contract. *Pratt v. M.*, 234NW464. See Dun. Dig. 10043.

The contract in question was properly construed as requiring interest to be paid annually. *Pratt v. M.*, 234NW464. See Dun. Dig. 10008.

In action for purchase price of land, claimed defects in title considered and found unimportant and waived by defendant. *Kehrer v. S.*, 235 NW386. See Dun. Dig. 10022(61).

3. Assignment.

Where vendee in contract quitclaimed to vendors, the latter were entitled to rely on provision of contract that there could be no assignment by the vendee without the approval of the vendors. 175M502, 221NW871.

When a person contracts in reference to real estate, an assignment of a mortgage thereon is

governed by the recording act. 176M18, 222NW 509.

In action to determine adverse claims against one who had received deed absolute, findings held supported by evidence. 177M252, 225NW14.

4. Rescission.

Vendee may rescind on learning that road has been laid out across farm. 177M415, 225NW290.

An innocent misrepresentation may be basis for rescission. 178M238, 226NW702.

One not getting substantially that which he was to get may rescind, though there is no actual damage. 178M238, 226NW702.

5. Deeds.

Evidence held to show mental incapacity. 175M428, 221NW644.

Evidence sustains finding that father who deeded farm to son was mentally incompetent and was unduly influenced by his son. 221NW 907.

Where owner executes deed in blank and delivers it to agent, the latter has implied authority to insert the name of the purchaser. 177M 127, 224NW843.

Where covenant runs with land and covenantee, without having been evicted or having suffered any loss, and, without bringing action on the covenant, conveys the land to another, the covenant passes with the conveyance, and the original covenantee cannot thereafter sue thereon unless he has been required to pay or make good on account of a breach of the covenant. 177M606, 225NW902.

Title conveyed by deed altered after delivery is not revested in grantor. 232NW511. See Dun. Dig. 259(87).

The word "parks" in a deed to a city included playgrounds. 234NW289. See Dun. Dig. 2686.

A deed which by its terms exempted lands from assessments to the extent of \$48,000 construed as having reference to assessments, not only for parkway purposes, but also for parks and park improvements. 234NW289. See Dun. Dig. 6877(64), (65), (66).

6. Delivery of deeds.

Evidence held to sustain verdict to effect that escrow agent had authority to deliver deed. 173 M616, 216NW783.

Delivery of a deed to a third person is delivery to the grantee only when the grantor evidences an intention to presently and unconditionally part with all control over it and that it shall take effect according to its terms. 177 M606, 225NW902.

In action by administrator to recover purchase price of land, an escrow agreement between defendant and husband of deceased not attempted to be carried out by defendant should not be considered. *Kehrer v. S.*, 235NW386. See Dun. Dig. 10084.

14. Fraud.

Inaction for fraud and deceit based upon misrepresentation as to the character and value of security in the sale of real estate mortgage, it is not necessary to allege insolvency of mortgagor. Damages recoverable are the difference between the value of what the purchaser parted with and the value of that which he received. 173M174, 617, 216NW943, 944.