

1936 Supplement
To
Mason's Minnesota Statutes
1927

(1927 to 1936)
(Superseding Mason's 1931 and 1934 Supplements)

Containing the text of the acts of the 1929, 1931, 1933 and 1935 General Sessions, and the 1933-34 and 1935-36 Special Sessions of the Legislature, both new and amendatory, and notes showing repeals, together with annotations from the various courts, state and federal, and the opinions of the Attorney General, construing the constitution, statutes, charters and court rules of Minnesota together with digest of all common law decisions.



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35%. Guaranty.

Trustee signing personal guaranty of eight-year lease, held not to be personally bound beyond three-year period. *Wm. Lindeke Land Co. v. K.*, 190M601, 252NW650. See Dun. Dig. 9928a.

Guarantors of payment of interest and principal of bonds secured by trust deed were liable for payment of interest at all times, but were not liable for principal under an acceleration clause where their contract gave them twelve months from "date of maturity within which to pay the principal amount" of the note. *Sneve v. F.*, 192M355, 256NW730. See Dun. Dig. 4070.

Where one receiving money for deposit in bank invested it in bonds and sent bonds to person sending money with statement that he would guarantee such bonds and would take them over any time on request, guaranty was supported by a sufficient consideration, in view of conversion. *Wigdale v. A.*, 193M384, 258NW726. See Dun. Dig. 1772, 4071.

Where one sent money for deposit in bank instead purchased bonds and sent them to plaintiff with promise to take them over at any time if they were not wanted, there was no rescission or estoppel as to guaranty because on request of guilty party plaintiff pledged them as security for a loan and later surrendered them to a bondholder's committee, and plaintiff could recover on the guaranty agreement. *Id.* See Dun. Dig. 1807, 3210.

An absolute guarantor may be joined as defendant in the same action with principal obligor. *Townsend v. M.*, 194M423, 260NW525. See Dun. Dig. 4093a(60).

35%. Indemnity.

Indemnity Ins. Co. v. M., 191M576, 254NW913; note under §7699-1.

Provisions in contract for roofing repairs in a business building that contractor should examine site and determine for himself conditions surrounding work and protect owner from liability did not relieve owner of liability for death of roofer caused by negligent maintenance of elevator and approach. *Gross v. G.*, 194M23, 259NW557. See Dun. Dig. 7041a.

36. Estoppel.

Acceptance of benefits from contract with knowledge of facts and rights creates estoppel. *Bacich v. N.*, 185 M654, 242NW379. See Dun. Dig. 3204a.

Acceptance of reduced wages by employee did not estop him from claiming that he was working under original contract of employment at greater wage. *Dor-mady v. H.*, 188M121, 246NW521. See Dun. Dig. 3204a.

Mortgagee was not estopped to assert lien of mortgage by receipt of proceeds of sales of lots upon which mortgage was a lien. *Peterson v. C.*, 188M309, 247NW1. See Dun. Dig. 6270.

Knowledge of facts prevent assertion of estoppel. *Merchants' & Farmers' State Bank v. O.*, 189M528, 250NW366. See Dun. Dig. 3210.

Other necessary elements of an equitable estoppel being present, officer of corporation who negotiates and executes a contract for corporation, is estopped to deny truth or representations made, although he signs contract only in his official name. *Wiedemann v. B.*, 190M33, 250NW724. See Dun. Dig. 3187.

Holding on that point in *Kern v. Chalfant*, 7 Minn. 487 (Gil. 393), was, in effect, overruled in *North Star Land Co. v. Taylor*, 129Minn438, 152NW837. *Id.*

Two of elements necessary to an equitable estoppel, or an estoppel in pais, are that party to whom representations are made must have been without knowledge of true facts, and must have relied upon or acted upon such representations to his prejudice. *Id.* See Dun. Dig. 3189, 3191.

Without prejudice to it shown by bank after discovery by payee that his forged indorsement had been honored by it, payee is not estopped from recovery from it on account of forgery. *Rosacker v. C.*, 191M553, 254NW824. See Dun. Dig. 3192.

A defense of estoppel was not sustained because the facts upon which it was predicated were equally known to both parties. *Leighton v. B.*, 192M223, 255NW848. See Dun. Dig. 3189.

Where the complaint tendered issue that blanks in conditional sale contract were not filled pursuant to agreement, and defendant did not by answer or proof attempt to establish that it was an innocent assignee of vendor, it is not in position to invoke estoppel against plaintiff. *Saunders v. C.*, 192M272, 256NW142. See Dun. Dig. 3210.

Where one sent money for deposit in bank instead purchased bonds and sent them to plaintiff with promise to take them over at any time if they were not wanted, there was no rescission or estoppel as to the guaranty because on request of guilty party plaintiff pledged them as security for a loan and later surrendered them to a bondholder's committee, and plaintiff could recover on the guaranty agreement. *Wigdale v. A.*, 193M384, 258 NW726. See Dun. Dig. 1807, 3210.

CHAPTER 50

Weights and Measures

7025. Standard weight of bushel, etc.—In contracts for the sale of any of the following articles, the term "bushel" shall mean the number of pounds avoirdupois herein stated:

Corn, in ear, 70; beans, (except lima beans, scarlet runner pole beans and white runner pole beans, and broad windsor beans) smooth peas, wheat, clover seed, Irish potatoes and alfalfa, 60; broom corn seed and sorghum seed, 57; shelled corn, (except sweet corn), rye, lima beans, flaxseed and wrinkled peas, 56; sweet potatoes and turnips 55; onions and rutabagas, 52; buckwheat, hempseed, rapeseed, beets, (GREEN APPLES), walnuts, rhubarb, hickory nuts, chestnuts, tomatoes, scarlet runner pole beans and white runner pole beans, 50; barley, millet, Hungarian grass seed, sweet corn, cucumbers and peaches, 48; broad windsor beans, 47; carrots, timothy seed and pears, 45; Parsnips, 42; spelt or spilts, 40; cranberries, 36; oats and bottom onion-sets, 32; dried apples, dried peaches and top onion-sets, 28; peanuts, 22; blue grass, orchard grass and red-top seed, 14; plastering hair, unwashed, 8; plastering hair, washed, 4; lime, 80; but if sold by the barrel the weight shall be 200 pounds. In contracts for the sale of green apples, the term "bushel" shall mean 2150.42 cubic inches. (R. L. '05, §2728; '13, c. 560, §4; G. S. '13, §5794; Apr. 24, 1935, c. 270.)

7026. Standard measurement of wood.

Cord as defined in this section governs in sale of cord wood by private parties. Op. Atty. Gen., Dec. 4, 1933.

7035-1. Weight of bread, etc.

Bread cannot be sold in lesser weights than as provided herein. Op. Atty. Gen. (495), Apr. 16, 1934.

7035-2. Bread to be wrapped.—Each loaf or twin loaf of bread sold within this state shall be wrapped in a clean wrapper and/or clean wrapping paper in such manner as to completely protect the bread from dust, dirt, vermin or other contamination, said wrapping to be done in the bakery where made at any time prior to or at the time of sale of such bread, provided, however, that where three or more loaves of bread are sold and delivered at the bakery for personal use, then and in that case said bread may be wrapped in bulk.

Every loaf or twin loaf of bread sold within this state shall have affixed on said loaf or on the outside of the wrapper in a plain statement the weight of the loaf or twin loaf of bread, together with the name and address of the manufacturer. ('27, c. 351, §2; Apr. 24, 1931, c. 322, §1.)

Amendment (Laws 1931, c. 322) held invalid because in violation of Const., Art. 4, §27, by embracing more than one subject. *Egekvisit Bakeries v. B.*, 186M520, 243NW853. See Dun. Dig. 8921.

Bread sold to civilian conservation camps must be labeled in compliance with this section. Op. Atty. Gen., Dec. 28, 1933.

7035-3. To be net weight.—The weights herein specified shall be construed to mean net weights within a period of 24 hours after baking. A variation at the rate of one ounce per pound over or one ounce per pound under the specified weight of each individual loaf shall not be a violation of this law, providing that the total weight of 25 loaves of bread of a given variety shall in no case fall below 25 times the unit weight. ('27, c. 351, §3; Apr. 24, 1931, c. 322, §2.)