

1944 Supplement
To
Mason's Minnesota Statutes, 1927
and
Mason's 1940 Supplement

Containing the text of the acts of the 1941 and 1943 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 Law Review Articles and digest of all common law decisions.

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check can be stopped, and may be stopped by purchaser as against one not a holder in due course. *Deones v. Zeches*, 212M260, 3NW(2d)432. See Dun. Dig. 995a.

7230. Certification of check—Effect of.

Since a certified check is in effect an accepted bill of exchange, it may be delivered for a special purpose. *Gilbert v. P.*, 206M213, 288NW153. See Dun. Dig. 879.

If drawer delivers check already certified the relations then between him and the payee or holder are the same as if check had not been certified, but it is otherwise where check is delivered without certification and holder has it certified. *Missouri-Kansas Pipe Line Co. v. S.*, 14Atl(2d)(Del)414.

7232. When check operates as an assignment.

A drawee bank is not contractually liable to the payee of a check in the absence of certification because there is no privity of contract. *Corbett v. K.*, (CCA6), 112F(2d) 511.

A gift by check is not an assignment of any part of fund in bank as between the parties and was an incomplete gift where not presented to bank before drawer was adjudged incompetent and court in guardianship properly disallowed claim. *Thornton's Guardianship*, 243Wis397, 10NW(2d)193. See Dun. Dig. 982.

7233-1. Banks receiving items for deposit or collection—Liability.

Payment of money by drawee bank to holder of check bearing false endorsement is not a payment of the check, and in law that check remains unpaid. *Borsierine v. M.*, (CCA8), 112F(2d)409.

Drawee of checks paying same upon payee's forged endorsement was not liable to payee on ground that it knew through one of its tellers that payee had not personally endorsed the checks and hence knew or should have known that payee's secretary who collected the money on such checks, was misappropriating the funds, where payee had frequently and ostentatiously expressed his confidence in such secretary and made known his extensive reliance upon her conduct of his business. *Corbett v. K.*, (CCA6), 112F(2d)511.

Agreement between bank and depositor as to signatures to be recognized upon checks upon certain accounts held not to render bank liable for recognizing a different signature upon another account of depositor. *Id.*

Where check was drawn on bank containing deposit of both drawer and payee and was deposited and credited to payee, but before it was charged against drawer's account, payment was stopped, bank could not avoid obligation to payee by charging bank amount of check. *W. A. White Brokerage Co. v. C.*, 207M239, 290NW790. See Dun. Dig. 787.

Whether or not an endorsement on a check is sufficient if made by authority of payee, it was no defense to an action against bank cashing check, where evidence did not disclose any such authority from payee, and written endorsement of payee was also forged upon the check by employee of payee who received proceeds from bank. *Soderlin v. Marquette Nat. Bank*, 214M408, 8NW(2d)331. See Dun. Dig. 984a, 997.

TITLE IV

GENERAL PROVISIONS

ARTICLE I

7235. Definitions and meaning of terms.

Passage of uniform negotiable instruments act without a limitation provision did not impliedly repeal state statute requiring a bank depositor to report forgeries within 6 months. *Brunswick Corp. v. Northwestern Nat. Bank & Trust Co.*, 214M370, 8NW(2d)333, 146ALR833. See Dun. Dig. 781.

7239. Application of act.

Plaintiff, a resident of Texas, cannot sue defendant, a resident of Texas, in Louisiana on a promissory note made in Texas, and lower court did not abuse its discretion in not giving reasons for declining jurisdiction though the law of Louisiana and Texas is the same on the subject, both states having adopted a Uniform Negotiable Instruments Act. *Union City Transfer v. F.*, 199 So(LaApp)206.

It was not intention of legislature in passing this act to supersede, amend or alter code of practice relative to procedure in enforcement of obligations. *Brock v. M.*, 200So(La)511.

MISCELLANEOUS PROVISIONS

7242. Contracts due on holidays, etc.

Under Michigan statutes, note falling due on Saturday was payable on next succeeding business day, which was Monday, and limitations began to run from then. *Schram v. C.*, (DC-Mich)35FSupp531.

7247. Instrument obtained by fraud.

Passage of uniform negotiable instruments act without a limitation provision did not impliedly repeal state statute requiring a bank depositor to report forgeries within 6 months. *Brunswick Corp. v. Northwestern Nat. Bank & Trust Co.*, 214M370, 8NW(2d)333, 146ALR833. See Dun. Dig. 1019.

CHAPTER 52

Partition Fences

7248. Fence viewers.

Members who are related to parties are not disqualified. *Op. Atty. Gen.* (631n), Sept. 14, 1943.

7249. One barbed wire permitted with woven wire as a legal fence.

Latter part of section refers only to woven wire fences, but several definitions of a legal fence contained in first part of section do not limit obligation of sharing expense only in case of woven wire fences. *Op. Atty. Gen.* (631f), Sept. 27, 1940.

Owner of property bounded on one side by a lake, 2 sides by a woven wire fence, can force adjoining landowner to erect a woven wire fence on his half of common boundary without fencing along lake. *Op. Atty. Gen.* (631J), Feb. 24, 1941.

Where owner of sheep has his land enclosed by a woven wire fence on three sides and half of common boundary, he cannot be prosecuted by adjoining owner for

permitting his sheep to run at large by crawling under five-wire fence maintained by complaining party, since he may be compelled to construct and maintain a woven wire fence. *Op. Atty. Gen.* (631h), Apr. 20, 1942.

An owner who has built a woven wire fence enclosing only 25 acres of his tract, with exception of half of line fence between him and adjoining owner, the latter is obliged to build half of the fence on the common boundary. *Op. Atty. Gen.* (631h), May 4, 1943.

7250. Occupants to maintain.

Land owner fencing farm on 3 sides with a 2-wire barb wire fence may compel adjoining owner to share in construction of a 3-wire barb wire fence on adjoining side. *Op. Atty. Gen.* (631f), Sept. 27, 1940.

School district owning a school house site and adjoining farmer come within general provisions of law, and department advises against barbed wire around school grounds. *Op. Atty. Gen.* (631L), Oct. 23, 1940.

CHAPTER 53

Estrays and Beasts Doing Damage

MISCHIEVOUS DOGS

7284. Owners or keepers of dogs liable for damage done.

Owner of a dog was not liable where it voluntarily went upon property of another and jumped upon possessor, causing her to fall and to sustain person injuries, unless dog was vicious or had a propensity to cause such

harm to owner's knowledge or notice. *Olson v. P.*, 206M 415, 288NW856. See Dun. Dig. 275.

One cannot obtain damages for injury to his own stock done by his own dog and a neighbor's dog, both of which he identified. *Op. Atty. Gen.* (146f), May 12, 1942.

There is no statutory liability imposed upon owner of a dog which kills a chicken, but this does not mean that owner may not be liable under rules of common law. *Op. Atty. Gen.* (146f), Aug. 23, 1942.