

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 49A Trade and Commerce

### Contracts and written instruments in general. —Mutual Assent.

It is not the subjective thing known as meeting of the minds, but an objective thing, manifestation of mutual assent, which makes a contract. *Benedict v. P.*, 237NW2. See Dun. Dig. 1742(57).

In the absence of conflicting legal requirement, mutual assent may be expressed by conduct rather than words. *Benedict v. P.*, 237NW2. See Dun. Dig. 1742.

#### Fraud.

When the defrauded party has done nothing inconsistent, fraud inducing the contract is always a defense to an action to enforce it. *Proper v. P.*, 237NW178. See Dun. Dig. 1814.

#### —Action for damages

Evidence of positive oral representations as to the condition and quality of real property, made to induce a purchaser to enter into a contract of purchase, when untrue, and relied on by the purchaser with a reasonable belief in their truth, and with resulting damage, makes out a prima facie case of damages for fraud or deceit. *Osborn v. W.*, 236NW197. See Dun. Dig. 10062.

It is not necessary in deceit case that plaintiff prove that the representations were known by defendant to be untrue, or were made in bad faith. *Osborn v. W.*, 236NW197. See Dun. Dig. 3286(49).

In action for fraud in sale of corporate stock, evidence of an execution sale, later vacated, and of an agreement, not carried out by any payment, to apply the proceeds from such sale upon notes given by plaintiff held properly excluded. *Watson v. G.*, 236NW213. See Dun. Dig. 8612.

In action for fraud in sale of corporate stock,

direct evidence by plaintiff that she relied on the representations charged held not necessary under the facts shown. *Watson v. G.*, 236NW213. See Dun. Dig. 8612.

#### Legality

Contract between attorneys for throwing corporations into hands of receivers and splitting fees is against public policy. *Anderson v. G.*, 237NW9. See Dun. Dig. 1870.

#### Rescission and cancellation.

##### —Placing in status quo.

If a contractor, induced by the fraud of the other party to enter into the contract, makes prompt demand for a rescission and tenders a restoration of the status quo when such restoration can be had, but is prevented only by the refusal of the perpetrator of the fraud to permit it, the latter cannot thereafter object to a rescission because through mere lapse of time restoration of the status quo has become impossible. *Proper v. P.*, 237NW178. See Dun. Dig. 1810.

#### Agency.

##### —Scope and extent of authority.

Agent authorized to sell personal property in principal's name was guilty of conversion in selling it in its own name. *Nygaard v. M.*, 237NW7. See Dun. Dig. 201(98), 1935(26).

##### —Ratification and waiver.

Owner of foxes held not to have waived his right to have defendant fur farm sell his foxes in plaintiff's name. *Nygaard v. M.*, 237NW7. See Dun. Dig. 205.

Owner of foxes held not to have ratified act of fur farm in selling plaintiff's foxes under its own name. *Nygaard v. M.*, 237NW7. See Dun. Dig. 190.

## CHAPTER 50 Weights and Measures

**§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 state-

ment the weight of the loaf or twin loaf of bread, together with the name and address of the manufacturer. (As amended Apr. 24, 1931. c. 322, §1.)

**§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. (As amended Apr. 24, 1931, c. 322, §2.)

## CHAPTER 51 Interest and Negotiable Instruments

### INTEREST

#### §7036. Rate of interest.

##### 1. In general.

172M349, 215NW781.

It was error to charge a bank with interest on money under control of another bank. 172M24, 214NW750.

Notes made by makers and guarantors in Minnesota and delivered to payees in Chicago,

where payable, were governed with respect to interest and usury by the laws of Illinois. 174M68, 216NW778.

Where a partner contributes more than his share of partnership funds, he is not entitled to interest on the excess, in the absence of an agreement to that effect. 177M602, 225NW924.

Rate after maturity. 180M326, 230NW812.

##### 2. Usury.

An agreement by borrower to pay expense of title insurance and expense of a guaranty of