

**GENERAL STATUTES**  
*of*  
**MINNESOTA**  
**1923**

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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have the same force and effect as if chapter 42 of the General Statutes of 1866, and amendments thereto, had not been repealed by the Revised Laws 1905.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]

CHAPTER 62

LANDLORDS AND TENANTS

8186. Distress for rent—The remedy by distress for rent is abolished. (3327) [6806]

Prior to statute (24-584).

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).

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).

8189. Person in possession liable for rent—Evidence—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

8187 - 88  
197-NW 833  
8190  
198-NW 460  
8187  
68-M 315  
8187  
7 - 33  
3-G.S. 215  
10-NW 34  
8187  
167-M 399  
209-NW 259  
8187  
240nw 459  
See 9149

8190  
159-M

(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 (96-336, 104+965). Tenant of building destroyed by fire held entitled to recover rent advanced for following month (109-381, 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+869). 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).

8191  
233nw 822  
8459  
8191  
237nw 612  
8191  
243nw 62  
245nw 825

**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]

**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+43).

**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.

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.

8193  
174m 87  
218nw 242

CHAPTER 63

8195  
29 - 135  
222nw 509  
7092  
8195  
215-NW 857  
CONVEYANCES OF REAL ESTATE

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235nw 910  
8195  
226nw 201  
8226  
8248  
8271  
8293-94  
8195  
236nw 710  
Chap. 63  
Convey.  
Blanks  
31 - 204  
31 - 209  
31 - 272

**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]

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 (23-34); a contract for sale of land (37-61, 33+216); a release of land from a mortgage (22-532; 27-396, 7+326); a release of a judgment lien (39-382, 40+368); an assignment of a certificate of sale on foreclosure (59-285, 61+144); a deed granting a permanent right of way (34-493, 26+732); a deed by an "occupant" under the federal town site act (3-119, 69); a grant of a right to cut and remove timber (81-15, 83+471; 93-505, 101+959); a deed

from a husband to a wife (10-50, 32). Formerly executory contracts for the sale of land were excepted (15-59, 40; 39-420, 40+557; 70-467, 73+404). Leases excepted (8-524, 467). The term "purchaser" includes an assignee of a mortgage (7-176, 120; 18-232, 212) and an assignee of an executory contract for sale of land (70-467, 73+404). Agreement with adjoining owner not to permit liquor to be sold on premises not conveyance (103-193, 114+746). Cited (3-119, 69; 57-452, 59+533; 66-219, 68+1068). Vendee's interest in contract of sale is alienable (123-483, 144+222). Assignment of school land certificates is a conveyance (135-410, 161+156). Assignment of certificate of state land is a conveyance. (135-452, 161+157; 138-83, 163+1033; 142-36, 170+708). Lease of homestead for six-month period is not a conveyance (148-269, 181+580).

**8196. Conveyances by husband and wife—Powers of attorney—**A husband and wife, by their joint deed, may convey the real estate of either. The husband, by his separate deed, may convey any real estate owned by him, except the homestead, subject to the rights of his wife therein; and the wife, by her separate deed, may convey any real estate owned by her, except the homestead, subject to the rights of her husband there-