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To

**Mason's Minnesota Statutes**

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**1939 to 1941**

**(Supplementing Mason's 1940 Supplement)**

Containing the text of the acts of the 1941 Session 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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A devisee who acquired property by will at a time when no mortgage was registered and who did not have notice of the instrument executed by the devisor acquired a title subject to having the instrument registered as a paramount lien on order of the district court. *Id.* See Dun. Dig. 8302.

An instrument in the form of a mortgage in which the owner's spouse does not join can be registered under certain conditions when ordered by district court. *Id.* See Dun. Dig. 8280.

#### 8295. New certificate—Interest less than fee.

Registrar need not memorialize old age lien certificates upon owner's duplicate. *Op. Atty. Gen.* (521p-4), Jan. 8, 1940.

#### 8300. Mortgage.

*Finnegan v. G.*, 292NW22; note under §8293.

#### 8301. Registration of mortgage.

*Finnegan v. G.*, 292NW22; note under §8293.

#### 8309. Judgments a lien, when; etc.

A mechanic's lien, in proper form, filed with registrar of title, attaches to land as of commencement of improvements, the same as a lien filed in office of register of deeds for improvement upon land not registered under *Torrens Act*. *Armstrong v. L.*, 296NW405. See Dun. Dig. 6062.

#### 8328. Registrar's fees.

(4).

In view of §3199-26(6) register of deeds paid only on a fee basis is entitled to a fee of only 25 cents in filing a certificate of lien in respect of old age assistance payments, though such certificate necessitates entry of a memorial on register or a cancellation in connection with registered lands. *Op. Atty. Gen.* (521p-4), Jan. 31, 1940.

## CHAPTER 65A

### Registration of Certain Trade-Names

#### COMMON LAW DECISIONS RELATING TO

#### TRADE-MARKS AND TRADE NAMES IN GENERAL

##### 2. Unfair competition.

Manufacturer of "Parcheesi" held entitled to prelim-

inary injunction restraining use of name "Parchesi" and "Parchisi" pending determination of suit for trade-mark infringement and unfair competition. *Selchow & Righter Co. v. W.*, (CCA7, 112F(2d)430, aff'g (DC-Wis), 29FSupp 569.

## CHAPTER 66

### Homestead Exemption

#### 8336. Dwelling place exempt—Exceptions.

##### 1. Nature.

Homestead exemption is a creature of statute. *Dimke v. F.*, 295NW75. See Dun. Dig. 4195.

United States held not a person within state exemption law. *Troutman v. E.*, 28NE(2d)(Ohio)953.

Homesteads—application, of Minnesota statutes. 25 MinnLawRev66.

#### 8340. No alienation without consent of spouse—Exceptions.

Lien against recipient of old age assistance is valid even without the consent of spouse. *Dimke v. F.*, 295NW 75. See Dun. Dig. 4211.

#### 8342. Sale or removal permitted.

##### 2. Notice of claim—Abandonment.

Filing notice under this section has no affect upon homestead rights for taxation purposes. *Op. Atty. Gen.*, (232d), May 13, 1940.

## CHAPTER 67

### Chattel Mortgages, Pledges and Conditional Sales

#### CHATTEL MORTGAGES

#### 8345. Mortgages, when void.

##### ½. In general.

*Sig Ellingson & Co. v. M.*, 286NW713. *Cert. den.*, 60SCR 130. *Reh. den.*, 60SCR178.

Future advance provision in chattel mortgage held to cover additional loans by the mortgagee to the mortgagor even though they be secured by additional collateral. *State Finance Co. v. L.*, (CCA9), 113F(2d)59.

Mortgage filed in Minnesota would not be invalid for usury under Minnesota law, if it was valid in state where executed and where it is to be performed. *State v. Rivers*, 287NW790. See Dun. Dig. 1537.

Where there is no writing there is no "trust receipt transactions" and the case is governed by pre-existing law. *Associates Discount Corp. v. C.*, 30NE(2d)(Mass)876.

Fraudulent conveyances of chattels—chattel mortgages—sales—conditional sales. 24MinnLawRev832.

##### 10. What is good faith—Evidence of.

A finance corporation which loans money to an automobile dealer in exchange for trust receipts delivered to it before dealer received title to automobile was not a bona fide purchaser within meaning of *Uniform Trust Receipts Act*. *Metropolitan Finance Corp. v. M.*, 109Pac (2d)(Cal)969.

##### 14. Motor vehicles.

Holder of a motor vehicle lien for storage or repairs is not estopped by his mere silence to assert his superior right against a purchaser with notice of foreclosure sale under chattel mortgage, though such purchaser believed lien to be outlawed. *Conner v. C.*, 294NW650. See Dun. Dig. 5579a.

Under Trust Receipts Law purchaser of car from dealer was entitled to ownership of car as against finance company's claim of ownership by reason of trust receipt,

where purchaser acted in good faith and without knowledge, and purchaser was a "buyer in the ordinary course of trade" though car acquired was not the one originally ordered. *Commercial Discount Co. v. M.*, 108Pac(2d)(Cal App)735.

##### 19. Pledges.

Pledgee of a chose in action, under extreme circumstances indicating that loss to all concerned would have resulted if it had not accepted exchange of securities provided for by reorganization in bankruptcy of debtor, held properly to have accepted exchange as a compromise where procedure resulting in exchange was participated in by representatives of pledgor's estate without objection either to procedure or result. *First & American Nat. Bank of Duluth v. W.*, 292NW770. See Dun. Dig. 7744.

Pledgee of chose in action is under no absolute duty to collect full amount of obligation, duty being one of good faith and reasonable diligence in realization of as much as possible for himself and pledgor. *Id.*

#### 8345-2. Mortgage to contain receipt of mortgagor.

A combined farm lease and chattel mortgage may not be filed where it does not contain mortgagor's receipt. *Op. Atty. Gen.* (373B-5), March 11, 1940.

#### 8346. When filed.

##### ½. In general.

The law of Wisconsin is that neither a sale by the mortgagor of property subject to a chattel mortgage, nor a subsequent sale by his vendee constitutes a conversion of the property described in the chattel mortgage. *U. S. v. Rogers & Rogers*, (DC-Minn), 36FSupp79.

#### 8348. Index books—Limit of lien—When notice.

*Sig Ellingson & Co. v. M.*, 286NW713. *Cert. den.*, 60SCR 130. *Reh. den.*, 60SCR178.