

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



Edited by
WILLIAM H. MASON, Editor-in-Chief
W. H. MASON, JR., Assistant Editor

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CHAPTER 61

Powers

§8107. Powers abolished, except, etc.

An agent owes the utmost fidelity to his principal. *Nat'l. Pole & Treating Co. v. G.*, 233NW 810. See Dun. Dig. 152.

Actual authority of sales agent to receive payment for merchandise may be implied from circumstances. *Nat'l. Radiator Corp. v. S.*, 234 NW648. See Dun. Dig. 161(43).

In action by a salesman to recover a commission, evidence held sufficient to sustain verdict for plaintiff. *Sigvertsen v. M.*, 234NW688. See Dun. Dig. 5812.

§8115. Particular estate with power of disposition.

Will held to give an absolute beneficial power of alienation, and life estate was changed into a fee absolute as respected the right of a mortgagee or purchaser, but subject to the future estate of children. 172M48, 215NW196.

§8119. What powers of disposition absolute.

172M48, 215NW196, note under §8115.

CHAPTER 62

Landlords and Tenants

§8186. Distress for rent.**1. The Relation in General.**

Under ordinary contract between landowner and cropper they are co-owners of the crop, and cropper may mortgage his share before division, and a provision authorizing landowner to retain possession of the cropper's share as security for his indebtedness is in legal effect a mortgage on the crop. 171M461, 214NW288.

Except as security for rent or the purchase price of the land, the landowner cannot acquire a valid lien on crops to be grown later than the season beginning on May 1st next following the date of the contract. 171M461, 214NW288.

If without the consent of the cropper, the landowner retains more than his share of the crops, he must account therefor and cannot apply the value thereof on the unsecured indebtedness of the cropper. 171M461, 214NW288.

Covenant of lessee "to pay all unpaid taxes and assessments that are now levied or assessed upon said real estate during the term" held to evidence an intention of parties to impose tax obligation upon lessee. 173M247, 217NW135.

Conversion of grain dependent on construction of lease. *Randolph v. T.*, 219NW91.

Lessor informing guarantor on lease that tenant was paying the rent, held to estop him from claiming that tenant was in arrears at such or a subsequent time. 176M227, 222NW929.

Return of lease with a change in it was not an acceptance but a counter offer, but acceptance of the counter offer may be implied from circumstances. *M. Samuels & Co. v. Z.*, 234NW 468. See Dun. Dig. 1740(24).

City held not to have become bound contractually under a lease to it and was not liable for rent. *Noyes v. C.*, 237NW189.

3. Assignments and subleases.

The evidence compels a finding that a thirty-year lease and a subsequent modification thereof, taken by the promoter of a bank to be organized, was not adopted by the bank occupying the premises leased, improving the same, and paying the rent; for the covenants contained in the lease to be performed by the lessee were such that the bank could not lawfully assume them. *Veigel v. O.T.*, 236NW710. See Dun. Dig. 2114, 2114a, 2116.

3½. Rents and Royalties.

Defendant lessee could not apply against royalties accruing in 1928 royalties which had accrued under a sublease terminated in 1925. *Hammel v. H.*, 234NW674. See Dun. Dig. 6123.

5. Crops, Rights as to.

Possession of crops by lessor under a lease in effect a chattel mortgage. 178M344, 227NW199.

6. Eviction.

Facts admitted held to show there was no ground for claim of constructive eviction for rent. 173M155, 216NW802.

In action for damage to personal property of evicted lessee, evidence held to show that property belonged to such lessee. *Bronson Steel Arch Shoe Co. v. K.*, 236NW204. See Dun. Dig. 5366.

Reservation in a lease of right of lessor to enter to make repairs or improvements did not warrant a major improvement which damaged the lessee's personal property and amounted to an eviction. *Bronson Steel Arch Shoe Co. v. K.*, 236NW204. See Dun. Dig. 5365.

7. Improvements.

Agreement of lessor at termination of lease to credit lessee with the value of improvements held not to include cost of digging well. *Chute v. F.*, 227NW856.

Lease to gun club granting right to hunt and fish did not give permission to dam outlet of waters upon the land. *Pahl v. L.*, 233NW836. See Dun. Dig. 5388.

9. Negligence of Landlord.

Evidence held not to show that lease included sidewalk and therefore lessor and not lessee was liable for defective manhole cover. 176M 156, 222NW913.

An assumed warranty of landlord as to safety of cellar steps held limited to adequacy of two stair steps claimed to be too thin, and without reference to supports thereunder. 181M471, 233NW14. See Dun. Dig. 5369.

Landlord held not charged with notice of defective rotten supports under cellar steps. 181 M471, 233NW14. See Dun. Dig. 5369, 7231.

The rule is that a landlord, in the absence of fraud, concealed dangers known to the landlord unknown to the tenant, or a warranty, is not liable for injuries suffered because of defective premises, unless there is a violation of his covenant to repair. 181M471, 233NW14. See Dun. Dig. 5369.

10. Repairs.

Recovery by lessor of expenditures made in restoring premises to proper condition at termination of lease. 178M391, 227NW211.

12½. Termination of lease.

Evidence held to show a waiver by both parties of a provision requiring written notice to prevent the automatic extension of a lease for another term. 175M421, 221NW645.

Evidence held sufficient to go to jury upon question whether lease was surrendered before the rent for a particular month accrued. 178M 177, 226NW411.

§8189. Person in possession liable for rent.

Tenant who takes possession under a void lease becomes a tenant at will and liable for the specified rent until the tenancy is terminated. 174NW233, 219NW79.

A conveyance of the fee by the lessor does not terminate a tenancy at will nor convert it