

89022

GENERAL STATUTES OF MINNESOTA

SUPPLEMENT 1917

CONTAINING THE AMENDMENTS TO THE GENERAL STATUTES
AND OTHER LAWS OF A GENERAL AND PERMANENT
NATURE, ENACTED BY THE LEGISLATURE
IN 1915, 1916, AND 1917

WITH NOTES OF ALL APPLICABLE DECISIONS

COMPILED BY

FRANCIS B. TIFFANY



WEST PUBLISHING CO.

1918

CHAPTER 62

LANDLORDS AND TENANTS

6807. 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, 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, 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. (Amended '17 c. 428 § 1)

An instrument held a lease and not a contract of sale, so that in case of default in payment of stipulated rent an action in forcible entry and detainer may be maintained (123-270, 143+785). Vendor and Purchaser, [§3\(2\)](#).

6808. Tenant may not deny title—Exception—

Under this section the taking of a written lease by one in possession under a claim of title adverse or hostile to that of the lessor does not estop the lessee from setting up title in himself (130-368, 153+754). Landlord and Tenant, [§66\(1\)](#).

6810. Building destroyed, etc.—Rent—

Evidence held insufficient to show that a tenant, by remaining in the leased premises pending an adjustment of a fire loss, waived his right to terminate the tenancy under this section (132-192, 156+119). Landlord and Tenant, [§101](#).

Where part of leasehold property is taken in condemnation proceedings for street purposes, and the front wall of the building is removed, and the landlord is not required by the lease to rebuild the same, the premises are rendered untenable, and where the tenant vacates the building on account thereof he is not liable for rent after such vacation (135-389, 160+1021). Landlord and Tenant, [§192\(2\)](#).

Under a lease providing that, if the buildings shall be so injured by the elements or other cause as to be untenable, the liability of the lessee for rent and all right of possession shall cease, if the tenant would avoid rent he must vacate the premises, and the lessee is liable if occupancy is continued by his sublessee (129-486, 152+869). Landlord and Tenant, [§187\(1\)](#).

Where a lease was terminated by destruction of the leased premises, the lessor was entitled to recover a proportionate part of the yearly rent (125-1, 145+399, Ann. Cas. 1915C, 600). Landlord and Tenant, [§211\(1\)](#).

6811. Estate at will, how determined—Notice—

A tenant, who has given notice that he will terminate a tenancy from month to month, waives notice from the landlord to quit when he holds over after the time for termination as contemplated by his notice (126-452, 148+297, L. R. A. 1915A, 235). Landlord and Tenant, [§115\(3\)](#), [116\(3\)](#).

6812. Urban real estate—Holding over—

Where a tenant gives notice of an intention to terminate a tenancy from month to month, but holds over, this section does not operate to make such tenancy one for a single month, so as to obviate the giving of a new notice (126-452, 148+297, L. R. A. 1915A, 235). Landlord and Tenant, [§116\(5\)](#).

[6812—]1. Notice to landlord of vacation in certain cases—Penalty—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)

CHAPTER 63

CONVEYANCES OF REAL ESTATE

6813. Terms defined—Mortgages, etc., included—

The interest acquired by a vendee in a contract of sale is one that may be conveyed by deed (123-483, 144+222). Vendor and Purchaser, [§207](#).

An assignment of a certificate of sale of state land is a conveyance of real estate within this section, and a good-faith purchaser who places his assignment on record is protected by the recording acts against a prior unrecorded assignment (135-408, 161+156; 135-449, 161+155). Public Lands, [§54\(10\)](#), 138.

An assignment of a certificate of sale of state land, with the assignee's name left blank, is a nullity until the name of the assignee is inserted, and hence does not operate as a conveyance (135-449, 161+155). Public Lands, [§135\(5\)](#).

6814. Conveyances by husband and wife—Powers of attorney—

A wife, joining in the deed of a homestead owned by the husband as security for a loan for future advances to him, binds her homestead right (127-419, 142+721). Homestead, [§118\(1\)](#).

Since the enactment of this section, a husband, in an action involving land not a homestead, may testify to a conversation with a deceased person, his wife being a party to the action (132-242, 156+260). Witnesses, [§159\(1\)](#). See also (132-254, 156+263).

Though separate deeds by husband and wife to their homestead are void, where the wife has removed from the homestead, executed a separate quitclaim deed to a purchaser from the husband, and obtained a divorce, the husband cannot assert, as against a subsequent bona fide purchaser, that his own separate deed is void, since he is himself estopped to deny the validity of the conveyance, and the wife has abandoned her homestead right (133-261, 158+244). Homestead, [§122](#).

Delivery of separate deed of wife of land previously conveyed by husband without joinder of wife (see 128-535, 150+1103).

[6823—]1. Conveyances by husband or wife to spouse—Curative—That all conveyances of real property within this state, made prior to the first day of January, 1915, in which a married man or married woman has conveyed real property directly to his or her spouse, shall be and the same are hereby declared to be legal and valid, and the records of such conveyances heretofore actually recorded in the office of the Register of Deeds of the proper county shall be in all respects valid and legal; and such conveyances and the records thereof shall have the same force and effect in all respects as conveyances of title and for the purpose of notice, evidence or otherwise, as may be provided by law in regard to conveyances and their records in other cases. 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. ('15 c. 218 § 1)