

1934 Supplement
To
Mason's Minnesota Statutes
1927

(1927 to 1934)
(Superseding Mason's 1931 Supplement)

Containing the text of the acts of the 1929, 1931, 1933 and 1933-34 Special Sessions of the Legislature, both new and amendatory, and notes showing repeals, together with annotations from the various courts, state, federal, and the opinions of the Attorney General, construing the constitution, statutes, charters and court rules of Minnesota



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CITER- DIGEST CO.
SAINT PAUL, MINNESOTA.
1934

Appendix No. 1

Conveyancing Forms

Certified forms prepared by legislative commission created by Laws 1931, c. 34, ante §8204-1, and approved by Laws 1931, c. 272, ante §§8204-2 to 8204-8.

The forms are set forth in full below. Where the acknowledgments and filing backs are the same as in preceding forms reference is made so that the full text of the form is ascertainable in each case.

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Form No. 1

Warranty Deed
Individual to Individual.

THIS INDENTURE, Made this.....day of....., 19.....
between
of the County of.....and State of....., part.. of the first part, and.....
.....
of the County of.....and State of....., part... of the second part,

Witnesseth, That the said part... of the first part, in consideration of the
sum of.....DOLLARS, to..... in hand paid by the said part... of the
second part, the receipt whereof is hereby acknowledged, do... hereby Grant,
Bargain, Sell, and Convey unto the said part... of the second part,.... heirs and
assigns, Forever, all the tract.... or parcel.... of land lying and being in the
County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging or in anywise appertaining, to the said part... of
the second part,..... heirs and assigns, Forever. And the said.....
part... of the first part, for..... heirs, executors and administrators, do....
covenant with the said part... of the second part,..... heirs and assigns,
that..... well seized in fee of the lands and premises aforesaid, and ha... good
right to sell and convey the same in manner and form aforesaid, and that the same
are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peace-
able possession of the said part... of the second part,..... heirs and assigns,
against all persons lawfully claiming or to claim the whole or any part thereof,
subject to incumbrances, if any, hereinbefore mentioned, the said part... of the
first part will Warrant and Defend.

In Testimony Whereof, The said part..... of the first part ha..... hereunto
set..... hand.... the day and year first above written.

In Presence of }
..... }
..... }

STATE OF MINNESOTA, }
County of..... } ss.

On this..... day of....., 19....., before me, a..... within and for
said County, personally appeared.....

.....
to me known to be the person... described in, and who executed the foregoing
instrument,..... and acknowledged that... he... executed the same

(See Note)
as..... free act and deed.....
(See Note)

Notary Public..... County, Minn.
My commission expires..... 19.....

NOTE: The blank lines marked "See Note" are for use when the instrument is
executed by an attorney in fact.

Filing Back

Doc. No.....
(NAME OF INSTRUMENT)
.....
to
.....
Office of Register of Deeds,
State of Minnesota,
County of.....
I hereby certify that the within Deed
was filed in this office for record on the
..... day of.....
19..... at..... o'clock..... M.,
and was duly recorded in Book.....
of Deeds, page.....
By..... Register of Deeds.
..... Deputy.
Taxes for the year 19..... on the lands
described within, paid this.....
day of....., 19.....
..... County Treasurer.
By..... Deputy.
Taxes paid and Transfer entered this
..... day of.....
19.....
..... County Auditor.
By..... Deputy.
Recording Fee \$1.00

Form No. 2

**Warranty Deed Except Assessments
Individual to Individual**

Same as Form No. 1, except that after the words, "are free from all incumbrances," the following words are inserted: "except.....the lien of all unpaid special assessments and interest thereon".....

Recording fee, \$1.00.

Form No. 3

**Warranty Deed
Individual to Corporation**

THIS INDENTURE, Made this..... day of....., 19....., between..... of the County of..... and State of....., party of the first part, and..... a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said part..... of the first part, in consideration of the sum of..... DOLLARS, to..... in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do..... hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract..... or parcel..... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said..... part..... of the first part, for..... heirs, executors and administrators, do..... covenant with the said party of the second part, its successors and assigns, that..... well seized in fee of the land and premises aforesaid, and ha.... good right to sell and convey the same in manner and for aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part.... of the first part will Warrant and Defend.

In Testimony Whereof, The said part..... of the first part ha..... hereunto set..... hand..... the day and year first above written.

In Presence of

.....
.....

(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$1.00.

Form No. 4

**Warranty Deed Except Assessments
Individual to Corporation**

Same as Form No. 3, except that after the words, "are free from all incumbrances," the words "except.....the lien of all unpaid special assessments and interest thereon"..... are inserted. Recording fee, \$1.00.

Form No. 5

**Warranty Deed
Individual to Joint Tenants**

THIS INDENTURE, Made this..... day of....., 19..... between..... of the County of..... and State of....., part... of the first part, and..

..... of the County of..... and State of....., parties of the second part,

Witnesseth, That the said part..... of the first part, in consideration of the sum of..... DOLLARS, to..... in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do..... hereby Grant, Bargain, Sell and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, all the tract.... or parcel.... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the

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second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said part... of the first part, for, heirs, executors and administrators do... covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that, well seized in fee of the lands and premises aforesaid and ha. good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part... of the first part will Warrant and Defend.

In Testimony Whereof, The said part... of the first part ha... hereunto set hand... the day and year first above written.

In Presence of

.....

 }

(Acknowledgment and filing back same as Form No. 1.) Recording fee, \$1.25.

Form No. 6

**Warranty Deed, Except Assessments
 Individual to Joint Tenants**

Same as Form No. 5, except that after the words, "are free from all incumbrances," the words, "except—the lien of all unpaid special assessments and interest thereon".....are inserted. Recording fee, \$1.25.

Form No. 7

**Warranty Deed
 Corporation to Individual**

THIS INDENTURE, Made this..... day of....., 19....., between a corporation under the laws of the State of....., party of the first part, and of the County of..... and State of....., part... of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of..... DOLLARS, to it in hand paid by the said part... of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said part... of the second part,..... heirs and assigns, Forever, all the tract... or parcel... of land lying and being in the County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part... of the second part,..... heirs and assigns, Forever. And the said party of the first part, for itself and its successors, does covenant with the said part... of the second part,..... heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances....

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said part... of the second part,..... heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of

.....

 }
 By
 Its..... President.....

 Its.....

 } ss.
STATE OF MINNESOTA,
 County of

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On this.....day of....., 19....., before me, a.....within and for said County, personally appeared.....and.....to me personally known, who, being each by me duly sworn.....did say that they are respectively the..... President and the.....of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of.....and said.....and.....acknowledged said instrument to be the free act and deed of said corporation.

Notary Public.....County, Minn.
My commission expires.....19.....

(Filing back same as Form No. 1. Recording fee, \$1.25.)

Form No. 8

Warranty Deed, Except Assessments
Corporation to Individual

Same as Form No. 7, except that after the words, "are free from all incumbrances," the words "except.....the lien of all unpaid special assessments and interest thereon".....are inserted. Recording fee \$1.25.

Form No. 9

Warranty Deed
Corporation to Corporation

THIS INDENTURE, Made this.....day of....., 19....., between..... a corporation under the laws of the State of....., party of the first part, and a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of.....DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract.... or parcel.... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said..... party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances..... And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to the incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of..... } By.....
..... } Its.....President
..... } Its.....

(Acknowledgment same as Form No. 7. Filing back same as Form No. 1.)
Recording fee \$1.25.

Form No. 10

Warranty Deed, Except Assessments
Corporation to Corporation

Same as Form No. 9, except that after the words, "are free from all incumbrances," the words, "except.....the lien of all unpaid special assessments and interest thereon".....are inserted. Recording fee \$1.25.

Form No. 11

Warranty Deed
Corporation to Joint Tenants

THIS INDENTURE, Made this.....day of....., 19..... between..... a corporation under the laws of the State of....., party of the first part, and

of the County of and State of, parties of the second part,
Witnesseth, That the said party of the first part, in consideration of the sum
of DOLLARS, to it in hand paid by the said parties of the second part,
the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and
Convey unto the said parties of the second part as joint tenants and not as tenants
in common, their assigns, the survivor of said parties, and the heirs and assigns of
the survivor, Forever, all the tract... or parcel... of land lying and being in the
County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging or in anywise appertaining, to the said parties of the
second part, their assigns, the survivor of said parties, and the heirs and assigns of
the survivor, Forever, the said parties of the second part taking as joint tenants and
not as tenants in common.

And the said party of the first part, for itself and its successors, does covenant
with the said parties of the second part, their assigns, the survivor of said parties
and the heirs and assigns of the survivor, that it is well seized in fee of the lands
and premises aforesaid, and has good right to sell and convey the same in manner
and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable
possession of the said parties of the second part, their assigns, the survivor of
said parties, and the heirs and assigns of the survivor, against all persons lawfully
claiming or to claim the whole or any part thereof, subject to incumbrances, if any,
hereinbefore mentioned, the said party of the first part will Warrant and Defend:

In Testimony Whereof, The said first party has
caused these presents to be executed in its corporate
name by its President and its
and its corporate seal to be hereunto affixed the day
and year first above written.

In Presence of } By
..... } Its President
..... } Its
(Acknowledgment same as Form No. 7. Filing back same as Form No. 1.)
Recording fee \$1.25.

Form No. 12

**Warranty Deed, Except Assessments
Corporation to Joint Tenants**

Same as Form No. 11, except that after the words, "are free from all incum-
brances," the words, "except..... the lien of all unpaid special assessments and
interest thereon"..... are inserted. Recording fee \$1.50.

Form No. 13

**Warranty Deed (Statutory Short Form)
By Individual**

Know All Men by these Presents, That the Grantor.....
residing in the..... of..... County of....., and State of.....
for and in consideration of the sum of..... DOLLARS, to..... in hand paid,
do..... hereby Convey and Warrant to.....
of..... County, State of....., as Grantee....., the Real Estate, situate in
the County of....., State of Minnesota, described as follows, to-wit:
Dated at..... this..... day of..... A. D. 19.....

In Presence of }
..... }
..... }
(Acknowledgment and filing back same as Form No. 1.) Recording fee \$0.75.

Form No. 14

**Warranty Deed (Statutory Short Form)
By Corporation**

Know All Men by these Presents, That the Grantor.....
a corporation under the laws of the State of....., for and in consideration of

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the sum of DOLLARS, to it in hand paid, does hereby Convey and Warrant to of County, State of as Grantee the Real Estate, situate in the County of State of Minnesota, described as follows, to-wit: Dated at this day of 19

In Presence of } By Its President Its (Acknowledgment same as Form No. 7. Filing back same as Form No. 1.) Recording fee \$1.00.

Form No. 15 Limited Warranty Deed Individual to Individual.

THIS INDENTURE, Made this day of 19 between of the County of and State of part of the first part, and of the County of and State of part of the second part, Witnesseth, That the said part of the first part, in consideration of the sum of DOLLARS, to in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said part of the second part, heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said part of the second part heirs and assigns, Forever. And the said part of the first part, for heirs, executors and administrators, do covenant with the said part of the second part, heirs and assigns, that he not made, done, executed, or suffered any act or thing whatsoever whereby the above described premises or any part thereof, now, or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner whatsoever and the title to the above granted premises against all persons lawfully claiming the same from, through, or under except items, if any, hereinbefore mentioned, the said part of the first part will Warrant and Defend.

In Testimony Whereof, The said part of the first part ha hereunto set hand the day and year first above written. In Presence of } (Acknowledgment and filing back same as Form No. 1.) Recording fee \$1.00.

Form No. 16 Limited Warranty Deed. Except Assessments Individual to Individual.

Same as Form No. 15, except that after the words, "charged or incumbered in any manner whatsoever," the words, "except the lien of all unpaid special assessments and interest thereon" are inserted. Recording fee \$1.00.

Form No. 17 Limited Warranty Deed Individual to Corporation

THIS INDENTURE, Made this day of 19 between of the County of and State of part of the first part and a corporation under the laws of the State of party of the second part, Witnesseth, That the said part of the first part, in consideration of the sum of DOLLARS, to in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of and State of Minnesota, described as follows, to-wit:

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To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said..... part... of the first part, for..... heirs, executors and administrators, do..... covenant with the said party of the second part, its successors and assigns, that... he..... not made, done, executed, or suffered any act or thing whatsoever whereby the above described premises or any part thereof, now, or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner whatsoever,..... and the title to the above granted premises against all persons lawfully claiming the same from, through, or under....., except items, if any, hereinbefore mentioned, the said part... of the first part will Warrant and Defend.

In Testimony Whereof, The said part..... of the first part ha..... hereunto set..... hand..... the day and year first above written.

In Presence of

.....

(Acknowledgment and filing back same as Form No. 1.) Recording fee \$1.00.

Form No. 18

**Limited Warranty Deed. Except Assessments
 Individual to Corporation**

Same as Form No. 17, except that after the words, "charged or incumbered in any manner whatsoever," the words, "except..... the lien of all unpaid special assessments and interest thereon"..... are inserted. Recording fee \$1.00.

Form No. 19

**Limited Warranty Deed
 Individual to Joint Tenants**

THIS INDENTURE, Made this..... day of....., 19....., between..... of the County of..... and State of....., part... of the first part, and..... of the County of..... and State of....., parties of the second part,

Witnesseth, That the said part..... of the first part, in consideration of the sum of..... DOLLARS, to..... in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do..... hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part, as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, all the tract... or parcel... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common. And the said.....

part... of the first part, for..... heirs, executors and administrators, do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that... he..... not made, done, executed, or suffered any act or thing whatsoever whereby the above described premises or any part thereof, now or at any time hereafter, shall or may be imperiled, charged, or encumbered in any manner whatsoever,..... and the title to the above granted premises against all persons lawfully claiming the same from, through or under....., except items, if any, hereinbefore mentioned,.... the said part... of the first part will Warrant and Defend.

In Testimony Whereof, The said part... of the first part ha..... hereunto set..... hand..... the day and year first above written.

In Presence of

.....

(Acknowledgment and filing back same as Form No. 1.) Recording fee \$1.25.

Form No. 20

**Limited Warranty Deed. Except Assessments
 Individual to Joint Tenants**

Same as Form No. 19, except that after the words, "incumbered in any manner whatsoever," the words, "except..... the lien of all unpaid special assessments and interest thereon"..... are inserted. Recording fee \$1.25.

Form No. 21

**Limited Warranty Deed
Corporation to Individual**

THIS INDENTURE, Made this.....day of....., 19.....
between
a corporation under the laws of the State of....., party of the first part, and
.....
of the County of.....and State of....., part.... of the second part,

Witnesseth, That the said party of the first part, in consideration of the
sum of.....DOLLARS, to it in hand paid by the said part...of the second
part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell
and Convey unto the said part...of the second part,... heirs and assigns, Forever,
all the tract...or parcel...of land lying and being in the County of.....and
State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging or in anywise appertaining, to the said part...of the
second part,...heirs and assigns, Forever. And the said party of the first part,
for itself and its successors, does covenant with the said part...of the second
part.....heirs and assigns, that it has not made, done, executed or suffered
any act or thing whatsoever whereby the above described premises or any part
thereof, now or at any time hereafter, shall or may be imperiled, charged or incum-
bered in any manner whatsoever,.....
.....and the title to the above granted premises against all persons lawfully
claiming the same from, through or under it, except items, if any, hereinbefore
mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has
caused these presents to be executed in its corporate
name by its.....President and its.....
and its corporate seal to be hereunto affixed the day
and year first above written.

In Presence of	}	By
.....		Its President
.....		Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)
Recording fee \$1.25.

Form No. 22

**Limited Warranty Deed. Except assessments
Corporation to Individual**

Same as Form No. 21, except that after the words, "charged or incumbered in
any manner whatsoever," the words, "except.....the lien of all unpaid special
assessments and interest thereon".....are inserted. Recording fee \$1.25.

Form No. 23

**Limited Warranty Deed
Corporation to Corporation**

THIS INDENTURE, Made this.....day of....., 19.....
between
a corporation under the laws of the State of....., party of the first part, and
a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said party of the first part, in consideration of the
sum of..... DOLLARS, to it in hand paid by the said party of the second part,
the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and
Convey unto the said party of the second part, its successors and assigns, Forever,
all the tract...or parcel...of land lying and being in the County of.....
and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging or in anywise appertaining, to the said party of the
second part, its successors and assigns, Forever. And the said party of the first
part, for itself and its successors, does covenant with the said party of the second
part, its successors and assigns, that it has not made, done, executed or suffered any
act or thing whatsoever whereby the above described premises or any part thereof,
now or at any time hereafter, shall or may be imperiled, charged or incumbered in
any manner whatsoever,.....
And the title to the above granted premises against all persons lawfully claiming
the same from, through or under it, except items, if any, hereinbefore mentioned, the
said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has
caused these presents to be executed in its corporate
name by its.....President and its.....
and its corporate seal to be hereunto affixed the day
and year first above written.

APPENDIX NO. 1—CONVEYANCING FORMS.

In Presence of } By
..... } Its President
..... } Its
(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)
Recording fee \$1.25.

Form No. 24
Limited Warranty Deed. Except assessments
Corporation to Corporation

Same as Form No. 23, except that after the words, "charged or incumbered in any manner whatsoever," the words, "except.....the lien of all unpaid special assessments and interest thereon.".....are inserted. Recording fee \$1.25.

Form No. 25
Limited Warranty Deed
Corporation to Joint Tenants

THIS INDENTURE, Made this.....day of....., 19....., between..... a corporation under the laws of the State of....., party of the first part, and..... of the County of..... and State of....., parties of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of..... DOLLARS, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and in common, their assigns, the survivor of said parties, and the heirs and assigns of Convey unto the said parties of the second part as joint tenants and not as tenants the survivor, Forever, all the tract... or parcel... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances, thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said party of the first part, for itself and its successors, does covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that it has not made, done, executed or suffered any act or thing whatsoever, whereby the above described premises or any part thereof, now or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner whatsoever,..... and the title to the above granted premises against all persons lawfully claiming the same from, through or under it, except items, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of } By
..... } Its President
..... } Its
(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)
Recording fee \$1.25.

Form No. 26
Limited Warranty Deed. Except Assessments
Corporation to Joint Tenants

Same as Form No. 25, except that after the words, "charged or incumbered in any manner whatsoever," the words, "except.....the lien of all unpaid special assessments and interest thereon.".....are inserted. Recording fee \$1.50.

Form No. 27
Quitclaim Deed
Individual to Individual

THIS INDENTURE, Made this.....day of....., 19....., between..... of the County of..... and State of....., part... of the first part, and.....

APPENDIX NO. 1—CONVEYANCING FORMS

of the County of and State of, part.... of the second part,
.... Witnesseth, That the said part.... of the first part, in consideration of the
sum of..... DOLLARS, to..... in hand paid by the said part.... of the
second part, the receipt whereof is hereby acknowledged, do.... hereby Grant,
Bargain, Quitclaim, and Convey unto the said part.... of the second part,.....
heirs and assigns, Forever, all the tract.... or parcel.... of land lying and being
in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging or in anywise appertaining, to the said part.... of the
second part,..... heirs and assigns, Forever.

In Testimony Whereof, The said part.... of the first part ha.... hereunto
set..... hand.... the day and year first above written.

In Presence of

(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$0.75.

Form No. 28

Quitclaim Deed
Individual to Corporation

THIS INDENTURE, Made this..... day of....., 19....
between
of the County of..... and State of....., part.... of the first part, and.....
a corporation under the laws of the State of....., party of the second part.

Witnesseth, That the said part.... of the first part, in consideration of the
sum of..... DOLLARS, to..... in hand paid by the said party of the second
part, the receipt whereof is hereby acknowledged, do.... hereby Grant, Bargain,
Quitclaim, and Convey unto the said party of the second part, its successors and
assigns, Forever, all the tract.... or parcel.... of land lying and being in the
County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging or in anywise appertaining, to the said parties of the
second part, its successors and assigns, Forever.

In Testimony Whereof, The said part.... of the first part ha.... hereunto
set..... hand.... the day and year first above written.

In Presence of

(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$0.75.

Form No. 29

Quitclaim Deed
Individual to Joint Tenants

THIS INDENTURE, Made this..... day of....., 19....
between
of the County of..... and State of....., part.... of the first part, and
.....
of the County of..... and State of....., parties of the second part,

Witnesseth, That the said part.... of the first part, in consideration of the
sum of..... DOLLARS, to..... in hand paid by the said parties of the
second part, the receipt whereof is hereby acknowledged, do.... hereby Grant,
Bargain, Quitclaim, and Convey unto the said parties of the second part as joint
tenants and not as tenants in common, their assigns, the survivor of said parties,
and the heirs and assigns of the survivor, Forever, all the tract.... or parcel.... of
land lying and being in the County of..... and State of Minnesota, described as
follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging or in anywise appertaining to the said parties of the
second part, their assigns, the survivor of said parties, and the heirs and assigns
of the survivor, Forever, the said parties of the second part taking as joint tenants
and not as tenants in common.

In Testimony Whereof, The said part.... of the first part ha.... hereunto
set..... hand.... the day and year first above written.

APPENDIX NO. 1—CONVEYANCING FORMS

In Presence of }
 }
 }
 (Acknowledgment and filing back same as in Form No. 1.) Recording fee \$0.75.

Form No. 30
Quitclaim Deed
Corporation to Individual

THIS INDENTURE, Made this day of, 19....., between a corporation under the laws of the State of, party of the first part, and of the County of and State of, part... of the second part, Witnesseth, That the said party of the first part, in consideration of the sum of DOLLARS, to it in hand paid by the said part... of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Quitclaim, and Convey unto the said part... of the second part, heirs and assigns, Forever, all the tract... or parcel... of land lying and being in the County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said part... of the second part, heirs and assigns, Forever.
In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of }
 } By
 } Its President
 } Its
 (Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)
 Recording fee \$1.00.

Form No. 31
Quitclaim Deed
Corporation to Corporation

THIS INDENTURE, Made this day of, 19....., between a corporation under the laws of the State of party of the first part, and a corporation under the laws of the State of, party of the second part, Witnesseth, That the said party of the first part, in consideration of the sum of DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract... or parcel... of land lying and being in the County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever.
In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of }
 } By
 } Its President
 } Its
 (Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)
 Recording fee \$1.00.

Form No. 32
Quitclaim Deed
Corporation to Joint Tenants

THIS INDENTURE, Made this day of, 19....., between

APPENDIX NO. 1—CONVEYANCING FORMS

a corporation under the laws of the State of....., party of the first part, and
.....
of the County of..... and State of....., parties of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum
of..... DOLLARS, to it in hand paid by the said parties of the second
part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain,
Quitclaim, and Convey unto the said parties of the second part as joint tenants and
not as tenants in common, their assigns, the survivor of said parties, and the heirs
and assigns of the survivor, Forever, all the tract.... or parcel.... of land lying
and being in the County of..... and State of Minnesota, described as follows,
to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging or in anyway appertaining, to the said part.... of
the second part, their assigns, the survivor of said parties and the heirs and assigns
of the survivor, Forever, the said parties of the second part taking as joint tenants
and not as tenants in common.

In Testimony Whereof, The said first party has
caused these presents to be executed in its corporate
name by its..... President and its.....
and its corporate seal to be hereunto affixed the day
and year first above written.

In Presence of }
..... }
..... } By
..... } Its President
..... }
..... } Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)
Recording fee \$1.00.

Form No. 33

Quitclaim Deed (Statutory Short Form)
By Individual

Know All Men by these Presents, That the Grantor..... of.....
and State of....., for and in consideration of the sum of..... DOLLARS,
to..... in hand paid, do.... hereby Convey and Quitclaim to.....
.....
of..... County, State of....., as Grantee....., the Real Estate, situate in
the County of....., State of Minnesota, described as follows, to-wit:

Dated at..... this..... day of....., 19.....

In Presence of }
..... }
..... }
..... }

(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$0.75.

Form No. 34

Quitclaim Deed (Statutory Short Form)
By Corporation

Know All Men by these Presents, That the Grantor.....
a corporation under the laws of the State of....., for and in consideration of
the sum of..... DOLLARS, to..... in hand paid, does hereby Convey and
Quitclaim to
of..... County, State of....., as Grantee....., the Real Estate, situate in
the County of....., State of Minnesota, described as follows, to-wit:

Dated at.....
this..... day of..... 19.....

In Presence of }
..... }
..... } By
..... } Its President
..... }
..... } Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)
Recording fee \$1.00.

Form No. 35

Probate Deed (Private Sale under License)
By Individual Representative or Guardian.

THIS INDENTURE, Made this..... day of....., 19.....
between
..... as..... of the Estate of....., part... of the first part,
and
of the County of..... and State of....., part.... of the second part,

APPENDIX NO. 1—CONVEYANCING FORMS

Witnesseth, That whereas the Probate Court of.....County, Minnesota, in the matter of the Estate of....., did, on the.....day of....., 19...., enter its order authorizing and empowering the part... of the first part, as such....., to make private sale of the real estate hereinafter described, and said part... of the first part, having made and filed in said court the bond and oath required by law, and by said order, and having caused said real estate to be appraised by two competent persons appointed by said court, and having sold the same to the second part... hereto at private sale, for the consideration hereinafter named, and having made and filed in said court...report of sale, and

Whereas, The said court did on the.....day of....., 19...., enter an order confirming said sale and directing the part... of the first part to convey said real estate to said second part.....

Now, Therefore, The said part... of the first part, by virtue of said order, and in consideration of the sum of..... DOLLARS, to..... in hand paid by said part... of the second part, the receipt whereof is hereby acknowledged, do... hereby Grant, Bargain, Sell, and Convey, unto the said part... of the second part,and assigns, Forever, all the tract... or parcel... of land, lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part... of the second part,..... and assigns, Forever.

In Testimony Whereof, The said part... of the first part ha..... hereunto sethand.... the day and year first above written.

In Presence of } As of the Estate of

STATE OF MINNESOTA, } ss..... County of

On this.....day of....., 19...., before me, a....., within and for said County, personally appeared..... as..... of the estate of..... deceased, to me known to be the person... described in, and who executed the foregoing instrument, and acknowledged that... he... executed the same as..... free act and deed for the purposes therein expressed.

Notary Public.....County, Minn. My commission expires....., 19....

(Filing back same as in Form No. 1.) Recording fee \$1.25..

Form No. 36

Probate Deed (Private Sale under License) By Corporate Representative or Guardian

This Indenture, Made this.....day of.....19...., between..... a corporation under the laws of the State of....., as..... of the Estate of....., party of the first part, and..... of the County of..... and State of....., part... of the second part,

Witnesseth, That whereas the Probate Court of.....County, Minnesota, in the matter of the Estate of....., did, on the.....day of....., 19...., enter its order authorizing and empowering the party of the first part as such..... to make private sale of the real estate hereinafter described, and said party of the first part having made and filed in said court the bond and oath required by law, and by said order, and having caused said real estate to be appraised by two competent persons appointed by said court, and having sold the same to the second part... hereto at private sale, for the consideration hereinafter named, and having made and filed in said court its report of sale, and

Whereas, The said court did on the.....day of....., 19...., enter an order confirming said sale and directing the party of the first part to convey said real estate to said second part.....

Now, Therefore, The said party of the first part, by virtue of said order, and in consideration of the sum of..... DOLLARS, to it in hand paid by said part... of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey, unto the said part... of the second part,and assigns, forever, all the tract... or parcel... of land, lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part... of the second part,

APPENDIX NO. 1—CONVEYANCING FORMS.

In Testimony Whereof, The said first party, has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of }
 } By
 } Its President
 }
 } Its
 } As of the
 } Estate of

STATE OF MINNESOTA, }
 County of } ss.

On this..... day of....., 19....., before me, a..... within and for said County, personally appeared..... and..... to me personally known, who, being each by me duly sworn, did say that they are respectively the..... President and the..... of..... the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation as..... of the Estate of..... deceased, by authority of its Board of..... and said..... and..... acknowledged said instrument to be the free act and deed of said corporation for the purposes therein expressed.

Notary Public..... County, Minn.
 My commission expires....., 19.....
 (Filing back same as in Form No. 1.) Recording fee \$1.50.

Form No. 37
Probate Deed (per Decree for Conveyance)
By Individual Representative

THIS INDENTURE, Made this..... day of....., 19....., between..... as..... of the Estate of..... deceased, part... of the first part, and..... of the County of..... and State of....., part... of the second part,

Witnesseth, That whereas the said decedent was in his life time bound by a contract in writing bearing date the..... day of....., 19....., to convey to..... the real estate hereinafter described

And Whereas, On the..... day of....., 19....., the Probate Court of the County of..... in the State of Minnesota, after notice to all persons interested, as required by law, duly made a decree, authorizing and directing the said part... of the first part as such representative... of the estate of said decedent, to make and execute a conveyance of said real estate to said part... of the second part,

Now, Therefore, The said part... of the first part, in consideration of the premises, and the sum of..... DOLLARS, to..... in hand paid by said part... of the second part, the receipt whereof is hereby acknowledged, do..... hereby Grant, Bargain, Sell, and Convey, unto the said part... of the second part,..... and assigns, forever, all the tract... or parcel... of land, lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim, and demand whatsoever, which the said decedent had at the time of death to the said part... of the second part,..... and assigns, Forever.

In Testimony Whereof, The said part... of the first part ha... hereunto set..... hand... the day and year first above written.

In Presence of }
 } As of the
 } Estate of
 } Deceased.

(Acknowledgment same as in Form No. 35. Filing back same as in Form No. 1.)
 Recording fee \$1.25.

Form No. 38
Probate Deed (per Decree for Conveyance)
By Corporate Representative

THIS INDENTURE, Made this..... day of....., 19....., between.....

APPENDIX NO. 1—CONVEYANCING FORMS

a corporation under the laws of the State of, as of the Estate of, deceased, party of the first part, and of the County of and State of, part . . . of the second part,

Witnesseth, That whereas the decedent was in his life-time bound by a contract in writing, bearing date the day of, 19, to convey to the real estate hereinafter described

And Whereas, On the day of, 19, the Probate Court of the County of in the State of Minnesota, after notice to all persons interested, as required by law, duly made a decree, authorizing and directing the said party of the first part as such representative of the estate of said decedent to make and execute a conveyance of said real estate to said part . . . of the second part.

Now, Therefore, The said party of the first part, in consideration of the premises and the sum of DOLLARS, to it in hand paid by the said part . . . of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey, unto the said part . . . of the second part, and assigns, Forever, all the tract or parcel of land, lying and being in the County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim and demand whatsoever, which the said decedent had at the time of death, to the said part . . . of the second part, and assigns, Forever.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of	}	By
		Its President
		Its
		As of the
		Estate of
		Deceased.

(Acknowledgment same as in Form No. 36. Filing back same as in Form No. 1.)
Recording fee \$1.50.

Form No. 39

**Probate Deed (Under Power in Will)
By Individual Representative**

THIS INDENTURE, Made this day of, 19, between as of the Estate of, deceased, part . . . of the first part, and of the County of and State of, part . . . of the second part,

Witnesseth, That whereas late of the of, in the County of and State of, deceased, in life-time, made and executed Last Will and Testament, bearing date the day of, 19, whereby among other things, . . . he constituted and appointed execut . . . of said Last Will and Testament, and did thereby empower the said execut . . . to sell and dispose of the real estate belonging to the said testat . . . at the time of death, which Will was duly admitted to probate on the day of, 19, by the Probate Court of County, Minnesota.

Now, Therefore, The said part . . . of the first part, by virtue of the power and authority to given in and by the said Last Will and Testament, and in consideration of the sum of DOLLARS, do . . . hereby Grant, Bargain, Sell, and Convey, unto the said part . . . of the second part, and assigns, Forever, all the tract . . . or parcel . . . of land, lying and being in the County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim, and demand whatsoever, which the said decedent had at the time of death to the said part . . . of the second part, and assigns, Forever.

In Testimony Whereof, The said part . . . of the first part ha . . . hereunto set hand . . . the day and year first above written.

In Presence of	}	As of the
		Estate of
		Deceased.

(Acknowledgment same as in Form No. 35. Filing back same as in Form No. 1.)
Recording fee \$1.25.

Handwritten signature/initials

APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 40

Probate Deed (Under Power in Will)
By Corporate Representative

THIS INDENTURE, Made this day of, 19, between
a corporation under the laws of the State of, as of the Estate of
., deceased, party of the first part, and
of the County of and State of, part of the second part,
Witnesseth, That whereas
late of the of, in the County of, and State of,
deceased, in life-time, made and executed Last Will and Testament,
bearing date the day of, 19, whereby among other things,
. he constituted and appointed
execut of said Last Will and Testament, and did thereby empower the
said execut to sell and dispose of the real estate belonging to the said testat
at the time of death, which Will was duly admitted to probate on the
. day of, 19, by the Probate Court of County, Minne-
sota.

Now, Therefore, The said party of the first part, by virtue of the power and
authority to it given in and by the said Last Will and Testament, and in considera-
tion of the sum of DOLLARS, to it in hand paid by the said part of
the second part, the receipt whereof is hereby acknowledged, does hereby Grant,
Bargain, Sell, and Convey, unto the said part of the second part, and
assigns, forever, all the tract or parcel of land, lying and being in the
County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto belonging, or in anywise appertaining, and all the estate, right,
title, interest, claim, and demand whatsoever, which the said decedent had at the
time of death, to the said part of the second part, and assigns, Forever.

In Testimony Whereof, The said first party has
caused these presents to be executed in its corporate
name by its President and its
and its corporate seal to be hereunto affixed the day and
year first above written.

In Presence of } By
. } Its President
. } Its
As of the
Estate of
Deceased.

(Acknowledgment same as in Form No. 36. Filing back same as in Form
No. 1.) Recording fee \$1.50.

Form No. 41

Mortgage Deed
Individual to Individual

THIS INDENTURE, Made this day of, 19, between
of the County of and State of, mortgagor, and
of the County of and State of, mortgagee

Witnesseth, That the said mortgagor, in consideration of the sum of
. DOLLARS, to in hand paid by the said mortgagee, the
receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and
Convey unto the said mortgagee heirs and assigns, Forever, all the
tract or parcel of land lying and being in the County of and State
of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with the hereditaments and appur-
tenances thereto belonging to the said mortgagee, heirs and assigns,
Forever. And the said mortgagor, for heirs, administrators, execu-
tors and assigns, do covenant with the said mortgagee heirs and
assigns, as follows: That lawfully seized of said premises and ha good
right to sell and convey the same; that the same are free from all incumbrances,
.
that the mortgagee heirs and assigns, shall quietly enjoy and possess
the same; and that the mortgagor will Warrant and Defend the title to the
same against all lawful claims not hereinbefore specifically excepted.

Provided, Nevertheless, That if the said mortgagor, heirs, ad-
ministrators, executors or assigns, shall pay to the said mortgagee heirs
or assigns, the sum of DOLLARS, according to the terms of prin-
cipal promissory note of even date herewith due and payable,

APPENDIX NO. 1—CONVEYANCING FORMS

with interest thereon at the rate of per cent per annum
 executed by the said mortgagor , and payable to the order of said mortgagee . . .
 at
 and shall repay to said mortgagee heirs or assigns, at the times and
 with interest as hereinafter specified, all sums advanced in protecting the lien of
 this mortgage, in payment of taxes on said premises, insurance premiums covering
 buildings thereon, principal or interest on any prior liens, expenses and attorney's
 fees herein provided for and sums advanced for any other purpose authorized herein,
 and shall keep and perform all the covenants and agreements herein contained,
 then this deed to be null and void, and to be released at the mortgagor's expense.

AND THE MORTGAGOR , for heirs, administrators and executors,
 do . . . hereby covenant and agree with the mortgagee heirs and as-
 signs, to pay the principal sum of money and interest as above specified; to pay
 all taxes and assessments now due or that may hereafter become liens against
 said premises at least ten days before penalty attaches thereto; to keep any build-
 ings on said premises insured by companies approved by the mortgagee . . . against
 loss by fire for at least the sum of Dollars, and against loss by windstorm
 for at least the sum of Dollars, and to deliver to said mortgagee . . . the
 policies for such insurance with mortgage clause attached in favor of said mortgagee
 . . . or . . . assigns; to pay, when due, both principal and interest of all prior
 liens or incumbrances, if any, above mentioned, and to keep said premises free and
 clear of all other prior liens or incumbrances; to commit or permit no waste on said
 premises and to keep them in good repair; to complete forthwith any improvements
 which may hereafter be under course of construction thereon, and to pay any other
 expenses and attorney's fees incurred by said mortgagee heirs or as-
 signs, by reason of litigation with any third party for the protection of the lien
 of this mortgage.

In case of failure to pay said taxes and assessments, prior liens or incum-
 brances, expenses and attorney's fees as above specified, or to insure said buildings
 and deliver the policies as aforesaid, the mortgagee heirs or assigns,
 may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest
 thereon, or effect such insurance, and the sums so paid shall bear interest at the
 highest rate permitted by law from the date of such payment, shall be impressed
 as an additional lien upon said premises and be immediately due and payable from
 the mortgagor heirs or assigns, to said mortgagee heirs or
 assigns, and this mortgage shall from date thereof secure the repayment of such
 advances with interest.

In case of default in any of the foregoing covenants, the mortgagor con-
 fer . . . upon the mortgagee . . . the option of declaring the unpaid balance of said
 principal note and the interest accrued thereon, together with all sums advanced
 hereunder, immediately due and payable without notice, and hereby authorize and
 empower said mortgagee heirs and assigns, to foreclose this mort-
 gage by judicial proceedings or to sell said premises at public auction and convey
 the same to the purchaser in fee simple in accordance with the statute, and out of
 the moneys arising from such sale to retain all sums secured hereby, with interest
 and all legal costs and charges of such foreclosure and the maximum attorney's
 fee permitted by law, which costs, charges and fees the mortgagor herein
 agree . . . to pay.

In Testimony Whereof, The said mortgagor . . . ha . . . hereunto set
 hand . . . the day and year first above written.

In Presence of }
 }
 }
 }

(Acknowledgment same as in Form No. 1.)

Filing Back

Doc. No.
 (NAME OF INSTRUMENT)

to

Office of Register of Deeds,
 State of Minnesota,
 County of

I hereby certify that the within Mortgage
 was filed in this office for record on the
 day of 19..... at
 o'clock..... M., and was duly recorded in
 Book..... of Mortgages, page.....

Register of Deeds
 Deputy

By No.
 Registration tax hereon of..... Dollars Paid.
 County Treasurer
 Deputy

Countersigned:
 County Auditor
 Deputy

Recording Fee \$1.75

Form No. 42
Mortgage Deed
Individual to Corporation

THIS INDENTURE, Made this day of, 19....., between
 of the County of and State of, Mortgagor, and
 a corporation under the laws of the State of, Mortgagee.....

Witnesseth, That the said Mortgagor....., in consideration of the sum of
 DOLLARS, to in hand paid by the said Mortgagee, the receipt
 whereof is hereby acknowledged, do... hereby Grant, Bargain, Sell, and Convey
 unto the said Mortgagee, its successors and assigns, Forever, all the tract..... or
 parcel.... of land lying and being in the County of..... and State of Minne-
 sota, described as follows, to-wit:

To Have and to Hold the Same, Together with the hereditaments and appur-
 tenances thereto belonging to the said mortgagee, its successors and assigns, Forever.
 And the said mortgagor...., for..... heirs, administrators, executors and as-
 signs, do..... covenant with the said mortgagee, its successors and assigns, as
 follows: That..... lawfully seized of said premises and ha... good right to
 sell and convey the same; that the same are free from all incumbrances.....

that the mortgagee, its successors and assigns, shall quietly enjoy and possess the
 same; and that the mortgagor... will Warrant and Defend the title to the same
 against all lawful claims not hereinbefore specifically excepted.

Provided, Nevertheless, That if the said mortgagor...., heirs, ad-
 ministrators, executors or assigns, shall pay to the said mortgagee, its successors or
 assigns, the sum of..... Dollars, according to the terms of..... principal
 promissory note... of even date herewith due and payable,
 with interest thereon at the rate of..... per cent per annum,.....

executed by the said mortgagor...., and payable to said mortgagee, at its office in
 and shall repay to said mortgagee, its successors or assigns, at the times and
 with interest as hereinafter specified, all sums advanced in protecting the lien of
 this mortgage, in payment of taxes on said premises, insurance premiums covering
 buildings thereon, principal or interest on any prior liens, expenses and attorneys'
 fees herein provided for and sums advanced for any other purpose authorized herein,
 and shall keep and perform all the covenants and agreements herein contained
 then this deed to be null and void, and to be released at the mortgagor's expense.

AND THE MORTGAGOR...., for..... heirs, administrators and executors,
 do... hereby covenant and agree with the mortgagee, its successors and assigns, to
 pay the principal sum of money and interest as above specified; to pay all taxes
 and assessments now due or that may hereafter become liens against said premises
 at least ten days before penalty attaches thereto; to keep any buildings on said
 premises insured by companies approved by the mortgagee against loss by fire for
 at least the sum of..... Dollars and against loss by windstorm for at least the
 sum of..... Dollars, and to deliver to said mortgagee the policies for such
 insurance with mortgage clause attached in favor of said mortgagee or its assigns:

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to pay, when due, both principal and interest of all prior liens or incumbrances, if any, above mentioned and to keep said premises free and clear of all other prior liens or incumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorney's fees incurred by said mortgagee, its successors or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

In case of failure to pay said taxes and assessments, prior liens or incumbrances, expenses and attorney's fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the mortgagee, its successors or assigns, may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the mortgagor . . . , heirs or assigns, to said mortgagee, its successors or assigns, and this mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the mortgagor . . . confer . . . upon the mortgagee the option of declaring the unpaid balance of said principal note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorize and empower said mortgagee, its successors and assigns, to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the mortgagor . . . herein agree . . . to pay.

In Testimony Whereof, The said Mortgagor . . . ha . . . hereunto set hand the day and year first above written.

In Presence of

.....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 41.)
 Recording fee \$1.75.

Form No. 43

**Mortgage Deed
 Corporation to Individual or Corporation**

THIS INDENTURE, Made this day of , 19 , between

 a corporation under the laws of the State of , mortgagor, and
 of the County of , and State of , mortgagee ,

Witnesseth, That the said mortgagor , in consideration of the sum of DOLLARS, to it in hand paid by the said mortgagee , the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said mortgagee , and assigns, Forever, all the tract . . . or parcel . . . of land lying and being in the County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereto belonging, to the said mortgagee , and assigns, Forever. And the said mortgagor for itself, its successors and assigns does covenant with the said mortgagee , and assigns, as follows: That it is lawfully seized of said premises and has good right to sell and convey the same; that the same are free from all incumbrances,

 that the mortgagee , and assigns, shall quietly enjoy and possess the same; and that the mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore expressly excepted.

Provided, Nevertheless, That if the said mortgagor, its successors, or assigns, shall pay to the said mortgagee , or assigns, the sum of Dollars, according to the terms of principal promissory note . . . of even date herewith due and payable, with interest thereon at the rate of . . . per cent per annum

 executed by the said mortgagor, and payable to the order of said mortgagee at
 and shall repay to said mortgagee , or assigns at the times and with interest as hereinafter specified, all sums advanced in protecting the lien of this mortgage, in payment of taxes on said premises, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized here-

APPENDIX NO. 1—CONVEYANCING FORMS

in, and shall keep and perform all the covenants and agreements herein contained, then this deed to be null and void, and to be released at the mortgagor's expense.

AND THE MORTGAGOR, for itself, its successors and assigns, does hereby covenant and agree with the mortgagee and assigns, to pay the principal sum of money and interest as above specified; to pay all taxes and assessments now due or that may hereafter become liens against said premises at least ten days before penalty attaches thereto; to keep any buildings on said premises insured by companies approved by the mortgagee against loss by fire for at least the sum of Dollars and against loss by windstorm for at least the sum of Dollars, and to deliver to said mortgagee the policies for such insurance with mortgage clause attached in favor of said mortgagee or assigns; to pay, when due, both principal and interest of all prior liens or incumbrances, if any, above mentioned, and to keep said premises free and clear of all other prior liens or incumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorney's fees incurred by said mortgagee or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

In case of failure to pay said taxes and assessments, prior liens or incumbrances, expenses and attorney's fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the mortgagee or assigns, may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the mortgagor, its successors or assigns, to said mortgagee or assigns, and this mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the mortgagor confers upon the mortgagee the option of declaring the unpaid balance of said principal note, and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers said mortgagee and assigns to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the mortgagor herein agrees to pay.

In Testimony Whereof, The said mortgagor has caused these presents to be executed in its corporate name by its President and its and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of	}
.....		By.....
.....		Its..... President
.....		Its.....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 41.)
Recording fee \$2.00.

Form No. 44
Mortgage Deed (Assignment of Rent Clause)
Individual to Individual
(See, also, §§8204-9 to 8204-11 herein.)

THIS INDENTURE, Made this day of, 19, between of the County of and State of, part of the first part, and of the County of and State of, part of the second part,

Witnesseth, That the said part of the first part, in consideration of the sum of DOLLARS (\$), to in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said part of the second part, and assigns, Forever, all the tract or parcel of land lying and being in the County of and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto now or hereafter belonging or in anywise appertaining, including all gas fixtures and electric lighting fixtures, all heating and plumbing apparatus and fixtures of every nature and kind whatsoever, all storm windows, storm doors and vestibules, and all screen doors and window screens, unto the said part of the second part, Forever.

And the said part of the first part, do covenant with the said part of the second part, as follows: First, that lawfully seized of said premises in

APPENDIX NO. 1—CONVEYANCING FORMS

fee simple; Second, that ha . . . good right to convey the same; Third, that the same are free from all liens and incumbrances

 Fourth, that said part . . . of the second part shall quietly enjoy and possess the same, and that the said part . . . of the first part will Warrant and Defend the title to the same against all lawful claims not hereinbefore expressly excepted.

Provided, Nevertheless, That if the said part . . . of the first part shall well and truly pay or cause to be paid to the said part . . . of the second part, the sum of Dollars (\$), payable, with interest thereon, before and after maturity, at the rate of (.) per cent per annum, principal and interest payable in gold coin of the United States, of the present standard of weight and fineness, according to the conditions of (.) promissory note executed and delivered by said part . . . of the first part to said part . . . of the second part, payable to the order of said part . . . of the second part, at and bearing even date herewith, and shall keep and perform all and singular the covenants herein contained on the part of the said part . . . of the first part to be kept and performed, then this deed shall be null and void, otherwise to be and remain in full force and effect. The time of payment of said note . . . and this mortgage may be extended by the mutual written agreement of the holder . . . thereof and the owner . . . of said premises, but such extension shall not operate to release the part . . . of the first part from personal obligation upon said note

And the said part . . . of the first part do . . . further covenant and agree with the said part . . . of the second part, that will pay said sums of money above specified, and the interest thereon, at the time and in the manner above mentioned, at the office of in, or at such other place in the United States of America as the holder . . . hereof may from time to time in writing designate, and that at all times during the continuance of this mortgage, and until the same shall be fully paid or released will keep the buildings on said premises unceasingly insured against fire and windstorm in such first-class, responsible, Insurance Company or Companies as the part . . . of the second part shall select or designate; such fire insurance to be for at least the sum of Dollars (\$), and such windstorm insurance to be for at least the sum of Dollars (\$), all payable in case of loss to said part . . . of the second part, to the amount then secured by this mortgage, with a mortgage and subrogation clause satisfactory to said part . . . of the second part, attached to such policy or policies of insurance, and if a greater amount of insurance is placed upon said buildings than the amount aforesaid, then all such insurance shall be made payable in case of loss as aforesaid, and with like subrogation clause, said policy or policies to be at all times deposited with said part . . . of the second part, and will promptly pay the premium for all such insurance, and that will during all said time pay all taxes or assessments that may for any and all purposes be payable, assessed or imposed on said premises, or any part thereof, and will pay them before the same shall become delinquent and before a penalty might attach for non-payment thereof, and that in case of failure so to keep said buildings continually insured, or the premiums aforesaid promptly paid, or such taxes paid as herein provided, or if said part . . . of the first part herein shall fail to pay and discharge any lien upon said premises which the protection of the lien of this mortgage may require to be paid, then and in either of such cases the said part . . . of the first part do . . . hereby authorize and empower the said part . . . of the second part, at option, to effect such insurance, and pay all such unpaid premiums, and pay such taxes or assessments, and cancel and discharge such liens, and all such sum or sums paid for any and all such purposes, shall be tacked and impressed as an additional lien upon said premises, and shall be secured by and be collectible as a part of this mortgage, and bear interest at the same rate as the indebtedness secured hereby. And in case it shall become necessary or expedient to foreclose this mortgage by reason of any default in its terms or conditions, then said part . . . of the first part do . . . hereby authorize and fully empower said part . . . of the second part to effect insurance upon the buildings aforesaid for the amount aforesaid for a period covering the time of redemption from the sale of said premises under such foreclosure and to pay the premium therefor, and the amount so paid shall be tacked and impressed as an additional lien upon said premises and shall be secured by and be collectible as a part of this mortgage, and bear interest at the same rate as the indebtedness secured hereby. And it is hereby stipulated and agreed by and between the parties hereto that in case said part . . . of the first part shall neglect or fail to keep said buildings continually insured or to pay the premiums for insurance, or the taxes or assessments as herein stipulated, the said part . . . of the first part in such case do . . . hereby bargain, sell, assign and set over unto the said part . . . of the second part, all the rents and moneys which, whether before or after foreclosure or during the period of redemption until the full and complete payment of the said taxes and said premiums, shall accrue and be owing for the use or occupation of the said premises and of the buildings thereon, or of any part thereof; and for the purpose aforesaid and not otherwise, during the time last afore-

APPENDIX NO. 1—CONVEYANCING FORMS

said, the part . . . of the first part do . . . hereby constitute and appoint said part . . . of the second part, . . . attorney in fact, irrevocably in . . . name, to receive, collect and receipt for all sums due or owing for such use and occupation, as the same accrue, and out of the amount so collected to pay and discharge all taxes, assessments and premiums for insurance upon said premises, so far as the sums so collected by . . . shall be sufficient for that purpose, paying the overplus from time to time, if any there be, to said part . . . of the first part.

The part . . . of the first part do . . . further covenant and agree that if any lien for labor, skill or material shall be filed for record during the life of this mortgage, upon or against the premises hereby mortgaged, the said mortgagor . . . will, within thirty days after the date of its filing for record, either pay off the said lien and secure its satisfaction of record, or will protect the mortgagee . . . against any loss or damage growing out of its enforcement, by depositing with the mortgagee . . . the amount claimed to be due on said lien, with an additional sum of \$100.00 to cover interest and costs; or by furnishing a bond for the same amount in the form and with the sureties to be approved by the mortgagee . . . If the validity of said lien shall be established either by agreement of the lienor and the mortgagor . . . , or by a legal adjudication, the mortgagee . . . may use so much of the moneys deposited with . . . , as aforesaid, as may be necessary for the purpose, to pay off and discharge said lien, returning any surplus to the mortgagor

And it is hereby stipulated and agreed by and between the parties hereto, that in case of the payment of taxes or assessments upon the said premises by the said part . . . of the second part, as hereinbefore provided, the receipt or receipts of the proper officer for the same in the hands of the said part . . . of the second part shall be conclusive evidence of the validity and amount of such taxes or assessments, and that if default shall be made in any of the conditions or covenants herein contained on the part of the said part . . . of the first part, to be kept and performed, that then and from thenceforth, it shall be lawful for the said part . . . of the second part or . . . agent or attorney, at . . . election, to declare the whole sum hereby secured as immediately due and payable, without any notice, and proceed to enforce the payment thereof in like manner as if the same had become due and payable by the terms of said note

And it is also hereby stipulated and agreed by and between the parties hereto, that the part . . . of the first part shall not and will not apply for or claim any deduction by reason of this mortgage from the taxable value of said land, premises or property, but will pay all taxes upon the same in full.

The part . . . of the first part will pay all taxes, excepting only the federal income tax, which may be assessed upon the said land, premises or property, or upon the part . . . of the second part's interest therein, or upon this mortgage or the moneys secured hereby, without regard to any law heretofore enacted, or hereafter to be enacted, imposing payment of the whole or any part thereof upon the part . . . of the second part. Upon violation of this undertaking or the passage by the State of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the part . . . of the second part; or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the part . . . of the first part as herein provided to pay any tax or taxes is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the part . . . of the second part become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted, unless following the levy of any such tax the part . . . of the first part shall have paid said tax before the same becomes delinquent.

But if default shall be made in the payment of said sum or sums of money or interest, or any part thereof, or in paying the taxes, assessments or insurance premiums on said premises, or in cancelling or discharging the liens above referred to, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants or agreements herein contained, the said part . . . of the first part in such case do . . . hereby authorize and fully empower the said part . . . of the second part to foreclose this mortgage and sell said premises hereby granted, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the statute in such case made and provided, and out of the proceeds arising from such sale to retain the principal and interest which shall then be owing on said note . . . , together with all such sum or sums of money as the said part . . . of the second part shall have paid for taxes, assessments, insurance, or discharging liens as aforesaid, with interest thereon as herein provided and all costs and charges of such foreclosure, including the sum of . . . Dollars (\$. . .) as attorney's fees, and pay the overplus, if any, to the said part . . . of the first part. It is agreed that the record of assignment of this mortgage in the office of the Register of Deeds of said . . . County, shall of itself be deemed notice of such assignment to said part . . . of the first part for all purposes.

All grants, privileges, covenants, agreements, obligations and conditions set forth in this instrument shall inure to and be obligatory upon the heirs, legal representatives, successors and assigns of the respective parties hereto, as fully in all respects as though specifically hereinbefore set forth.

In Testimony Whereof, The said part . . . of the first part ha . . . hereunto set . . . hand . . . the day and year first above written.

APPENDIX NO. 1—CONVEYANCING FORMS

In Presence of }
.....
.....
.....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 41.)
Recording fee \$3.00.

Form No. 45

Mortgage Deed (Assignment of Rent Clause).
Individual to Corporation

(See, also, §§8204-9 to 8204-11 herein.)

THIS INDENTURE, Made this.....day of....., 19....., between....
.....of the County of.....State of....., part...of the first part, and
a corporation under the laws of the State of....., party of the second part.

Witnesseth, That the said part...of the first part, in consideration of the
sum of..... DOLLARS (\$.....), to.....in hand paid by the said
party of the second part, the receipt whereof is hereby acknowledged, do...hereby
Grant, Bargain, Sell, and Convey unto the said party of the second part, its succes-
sors and assigns, Forever, all the tract...or parcel...of land lying and being in
the County of.....and State of Minnesota, described as follows, to-wit:.....

To Have and to Hold the Same, Together with all the hereditaments and appur-
tenances thereunto now or hereafter belonging or in any wise appertaining, includ-
ing all gas fixtures and electric lighting fixtures, all heating and plumbing apparatus
and fixtures of every nature and kind whatsoever, all storm windows, storm doors
and vestibules, and all screen doors and window screens, unto the said party of
the second part, Forever.

And the said part...of the first part, do...covenant with the said party of
the second part, as follows: First, that.....lawfully seized of said premises in
fee simple; Second, that.....ha...good right to convey the same; Third,
that the same are free from all liens and incumbrances.....
Fourth, that the said party of the second part shall quietly enjoy and possess the
same, and that the said part...of the first part will Warrant and Defend the title
to the same against all lawful claims not hereinbefore expressly excepted.

Provided, Nevertheless, That if the said part...of the first part shall well and
truly pay or cause to be paid to the said party of the second part, the sum of.....
Dollars (\$.....), payable
with interest thereon, before and after maturity, at the rate of.....(.....) per
cent per annum, principal and interest payable in gold coin of the United States,
of the present standard of weight and fineness, according to the conditions of.....
(.....) promissory note....,
executed and delivered by.....said part...of the first part to said party of
the second part, payable to the order of said party of the second part, at.....
.....and bearing even date herewith, and shall keep and perform all and
singular the covenants herein contained on the part of the said part...of the
first part to be kept and performed, then this deed shall be null and void, otherwise
to be and remain in full force and effect. The time of payment of said note....
and this mortgage may be extended by the mutual written agreement of the holder
thereof and the owner...of said premises, but such extension shall not operate to
release.....the part...of the first part from personal obligation upon said
note

And said part...of the first part do...further covenant and agree with the
said party of the second part, that.....will pay said sums of money above speci-
fied, and the interest thereon, at the time and in the manner above mentioned, at
the office of....., in....., or at such other place in the United States of
America as the holder hereof may from time to time in writing designate, and that
at all times during the continuance of this mortgage, and until the same shall be
fully paid or released.....will keep the buildings on said premises unceasingly
insured against fire and windstorm in such first-class, responsible,.....Insurance
Company or Companies as the party of the second part shall select or designate;
such fire insurance to be for at least the sum of.....Dollars (\$.....), and
such windstorm insurance to be for at least the sum of.....Dollars (\$.....),
all payable in case of loss to said party of the second part, to the amount then se-
cured by this mortgage, with a mortgage and subrogation clause satisfactory to said
party of the second part, attached to such policy or policies of insurance, and if a
greater amount of insurance is placed upon said buildings than the amount aforesaid,
then all such insurance shall be made payable in case of loss as aforesaid, and with
like subrogation clause, said policy or policies to be at all times deposited with
said party of the second part, and will promptly pay the premium for all such in-
surance, and that.....will during all said time pay all taxes or assessments that
may for any and all purposes be payable, assessed or imposed on said premises, or
any part thereof, and will pay them before the same shall become delinquent and

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before a penalty might attach for non-payment thereof, and that in case of failure so to keep said buildings continually insured, or the premiums aforesaid promptly paid, or such taxes paid as herein provided, or if said part . . . of the first part herein shall fail to pay and discharge any lien upon said premises which the protection of the lien of this mortgage may require to be paid, then and in either of such cases the said part . . . of the first part do . . . hereby authorize and empower the said party of the second part, at its option, to effect such insurance, and pay all such unpaid premiums, and pay such taxes or assessments, and cancel and discharge such liens, and all such sum or sums paid for any and all such purposes, shall be tacked and impressed as an additional lien upon said premises, and shall be secured by and be collectible as a part of this mortgage, and bear interest at the same rate as the indebtedness secured hereby. And in case it shall become necessary or expedient to foreclose this mortgage by reason of any default in its terms or conditions, then said part . . . of the first part do . . . hereby authorize and fully empower said party of the second part to effect insurance upon the buildings aforesaid for the amount aforesaid for a period covering the time of redemption from the sale of said premises under such foreclosure and to pay the premium therefor, and the amount so paid shall be tacked and impressed as an additional lien upon said premises and shall be secured by and be collectible as a part of this mortgage, and bear interest at the same rate as the indebtedness secured hereby. And it is hereby stipulated and agreed by and between the parties hereto that in case said part . . . of the first part shall neglect or fail to keep said buildings continually insured or to pay the premiums for insurance, or the taxes or assessments as herein stipulated, the said part . . . of the first part in such case do . . . hereby bargain, sell, assign and set over unto the said party of the second part, all the rents and moneys which, whether before or after foreclosure or during the period of redemption until the full and complete payment of the said taxes and said premiums, shall accrue and be owing for the use or occupation of the said premises and of the buildings thereon, or of any part thereof; and for the purpose aforesaid and not otherwise, during the time last aforesaid, the part . . . of the first part do . . . hereby constitute and appoint said party of the second part . . . attorney in fact, irrevocably in . . . name, to receive, collect and receipt for all sums due or owing for such use and occupation, as the same accrue, and out of the amount so collected to pay and discharge all taxes, assessments and premiums for insurance upon said premises, so far as the sums so collected by it shall be sufficient for that purpose, paying the overplus from time to time, if any there be, to said part . . . of the first part.

The part . . . of the first part do . . . further covenant and agree that if any lien for labor, skill or material shall be filed for record during the life of this mortgage, upon or against the premises hereby mortgaged, the said mortgagor . . . will within thirty days after the date of its filing for record, either pay off the said lien and secure its satisfaction of record, or will protect the mortgagee against any loss or damage growing out of its enforcement, by depositing with the mortgagee the amount claimed to be due on said lien, with an additional sum of \$100.00 to cover interest and costs; or by furnishing a bond for the same amount in the form and with the sureties to be approved by the mortgagee. If the validity of said lien shall be established either by agreement of the lienor and the mortgagor . . . , or by a legal adjudication, the mortgagee may use so much of the moneys deposited with it, as aforesaid, as may be necessary for the purpose, to pay off and discharge said lien, returning any surplus to the mortgagor

And it is hereby stipulated and agreed by and between the parties hereto, that in case of the payment of taxes or assessments upon the said premises by the said party of the second part, as hereinbefore provided, the receipt or receipts of the proper officer for the same in the hands of the said party of the second part shall be conclusive evidence of the validity and amount of such taxes or assessments, and that if default shall be made in any of the conditions or covenants herein contained on the part of the said part . . . of the first part, to be kept and performed, that then and from thenceforth, it shall be lawful for the said party of the second part or its agent or attorney, at its election, to declare the whole sum hereby secured as immediately due and payable, without any notice, and proceed to enforce the payment thereof in like manner as if the same had become due and payable by the terms of said note

And it is also hereby stipulated and agreed by and between the parties hereto, that the part . . . of the first part shall not and will not apply for or claim any deduction by reason of this mortgage from the taxable value of said land, premises or property, but will pay all taxes upon the same in full.

The part . . . of the first part will pay all taxes, excepting only the federal income tax, which may be assessed upon the said land, premises or property, or upon the party of the second part's interest therein, or upon this mortgage or the moneys secured hereby, without regard to any law heretofore enacted, or hereafter to be enacted, imposing payment of the whole or any part thereof upon the party of the second part. Upon violation of this undertaking or the passage by the State of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part; or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the part . . . of the first part as herein provided to pay any tax or taxes is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the party of the second part become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted, unless

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following the levy of any such tax, the part...of the first part shall have paid said tax before the same becomes delinquent.

But if default shall be made in the payment of said sum or sums of money or interest, or any part thereof, or in paying the taxes, assessments or insurance premiums on said premises, or in cancelling or discharging the liens above referred to, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants or agreements herein contained, the said part...of the first part in such case do...hereby authorize and fully empower the said party of the second part to foreclose this mortgage and sell said premises hereby granted, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the statute in such case made and provided, and out of the proceeds arising from such sale to retain the principal and interest which shall then be owing on said note...., together with all such sum or sums of money as the said party of the second part shall have paid for taxes, assessments, insurance, or discharging liens as aforesaid, with interest thereon as herein provided and all costs and charges of such foreclosure, including the sum of.....Dollars (\$.....) as attorney's fees, and pay the overplus, if any, to the said part...of the first part. It is agreed that the record of assignment of this mortgage in the office of the Register of Deeds of said.....County, shall of itself be deemed notice of such assignment to said part...of the first part for all purposes.

All grants, privileges, covenants, agreements, obligations and conditions set forth in this instrument shall inure to and be obligatory upon the heirs, legal representatives, successors and assigns of the respective parties hereto, as fully in all respects as though specifically hereinbefore set forth.

In Testimony Whereof, The said part...of the first part ha...hereunto sethand....the day and year first above written.

In Presence of

 }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 41.)
 Recording fee \$3.00.

Form No. 46

**Assignment of Mortgage
 By Individual**

KNOW ALL MEN BY THESE PRESENTS, That.....
 part...of the first part, in consideration of the sum of.....Dollars, in hand paid by
 part...of the second part, receipt whereof is hereby acknowledged, do...hereby sell, assign, transfer, and set over, to said part...of the second part,.....and assigns, that certain mortgage executed by.....
 as mortgagor....to
 as mortgagee...., bearing date the.....day of....., 19...., filed for record in the office of the Register of Deeds of the County of.....and..... State of Minnesota, on the.....day of....., 19...., and recorded in Book..... of Mortgages, page....., as Document No.....together with all right and interest in the land therein described, and in the note...and obligations therein specified, and to the debt thereby secured; and do...hereby constitute and appoint said part...of the second part.....attorney...irrevocable to collect and receive said debt, and to foreclose, enforce, and satisfy said mortgage the same as the assignor might or could have done were these presents not executed, but at the cost and expense of second part...., and do...hereby covenant with said part...of the second part,.....and assigns, that there is still due and unpaid of the debt secured by said mortgage the sum of.....Dollars, with interest thereon at..... per cent per annum from the.....day of....., 19...., and that first part... ha...good right to sell, assign, and transfer the same.

In Testimony Whereof, The said part...of the first part ha...hereunto sethand....this.....day of....., 19....

In Presence of

 }

(Acknowledgment same as in Form No. 1.)

Filing Back

Doc. No. (NAME OF INSTRUMENT)	Office of Register of Deeds, State of Minnesota, County of	I hereby certify that the within instrument was filed in this office for record on theday of....., 19...., at..... o'clock.....M., and was duly recorded in Book.....of Mortgages, page..... Register of Deeds. ByDeputy.	Recording Fee \$0.75
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Form No. 47

**Assignment of Mortgage
By Corporation**

KNOW ALL MEN BY THESE PRESENTS, That.....
 a corporation duly organized and existing under the laws of the State of.....
 party of the first part, in consideration of the sum of.....Dollars, in hand paid
 by
 part...of the second part, receipt whereof is hereby acknowledged, does hereby
 sell, assign, transfer, and set over, to said part...of the second part,.....
 and assigns, that certain mortgage executed by.....
 as mortgagor...to
 as mortgagee...., bearing date the.....day of....., 19...., filed for rec-
 ord in the office of the Register of Deeds of the County of.....and State of
 Minnesota, on the.....day of....., 19...., and recorded in Book.....
 of Mortgages, page....., as Document No.....together with all right and
 interest in the land therein described, and in the note...and obligations therein
 specified, and to the debt thereby secured; and hereby constitutes and appoints said
 part...of the second part...its attorney...irrevocable to collect and receive said
 debt, and to foreclose, enforce, and satisfy said mortgage the same as it might or
 could have done were these presents not executed, but at the cost and expense of
 second part...., and does hereby covenant with said part...of the second part,....
and assigns, that there is still due and unpaid of the debt secured by
 said mortgage the sum of.....Dollars, with interest thereon at.....per cent
 per annum from the.....day of....., 19...., and that it has good right to
 sell, assign, and transfer the same.

In Testimony Whereof, The said first party has
 caused these presents to be executed in its corporate
 name by its.....President and its.....
 and its corporate seal to be hereunto affixed this.....
 day of....., 19....

In Presence of

By
 ItsPresident
 Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 46.)
 Recording fee \$1.00.

Form No. 48

**Extension of Mortgage
By Individual**

THIS AGREEMENT, Made this.....day of....., 19...., between....

 of the County of.....and State of....., part...of the first part, and

 of the County of.....and State of....., part...of the second part;
Witnesseth, That whereas the said.....part...of the first part is the owner
 and holder of a certain promissory note for.....DOLLARS, made by.....

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dated....., 19...., payable to the order of.....and which note is secured by mortgage on real estate owned by said part...of the second part, situated in the County of.....and State of Minnesota, and recorded in the office of the Register of Deeds of said County, in Book.....of Mortgages on page.....

And Whereas, There is now due on said note and mortgage the sum of DOLLARS,

And Whereas, At the special instance and request of the said part...of the second part, as the present owner of said real estate, the part...of the first part do...hereby extend the time and payment of the balance due on said note and mortgage from....., 19...., to.....

Now Therefore, In consideration of said extension, said part..of the second part does hereby agree with the said part...of the first part to pay said principal sum at its maturity, as hereby extended, with interest thereon, until fully paid, at the rate of.....per cent per annum payable.....

It is hereby further agreed that all the stipulations, provisions, conditions and covenants of said principal note and mortgage shall remain in full force and effect, except as herein modified, and nothing herein contained shall be construed to impair the security or lien of the holder of said mortgage nor to affect nor impair any rights or powers which...he...may have under said note and mortgage for non-fulfillment of this agreement.

In Testimony Whereof, The parties hereto have set their hands the day and year first above written.

In Presence of }
..... }
..... }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 41.)
Recording fee \$1.25.

Form No. 49
Extension of Mortgage
By Corporation and Individual

THIS AGREEMENT, Made this.....day of....., 19...., between.... a corporation under the laws of the State of....., party of the first part, andof the County of.....and State of....., part...of the second part,

Witnesseth, That whereas the said party of the first part, is the owner and holder of a certain promissory note for.....DOLLARS, made by.....dated , 19...., payable to the order of.....and which note is secured by mortgage on real estate owned by said part...of the second part, situated in the County of.....and State of Minnesota, and recorded in the office of the Register of Deeds of said County, in Book.....of Mortgages on page.....

And Whereas, There is now due on said note and mortgage the sum of DOLLARS,

And Whereas, at the special instance and request of the said part...of the second part, as the present owner of said real estate, the party of the first part does hereby extend the time and payment of the balance due on said note and mortgage from....., 19...., to.....

Now, Therefore, In consideration of said extension, said part...of the second part does hereby agree with the said party of the first part to pay said principal sum at its maturity, as hereby extended, with interest thereon, until fully paid, at the rate of.....per cent per annum, payable

It is hereby further agreed that all the stipulations, provisions, conditions and covenants of said principal note and mortgage shall remain in full force and effect, except as herein modified, and nothing herein contained shall be construed to impair the security or lien of the holder of said mortgage, nor to affect nor impair any rights or powers which it may have under said note and mortgage for nonfulfillment of this agreement.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed and said part...of the second part ha...hereunto set..... hand....the day and year first above written.

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In Presence of } By
Its President
Its

(Acknowledgment for corporation same as in Form No. 7. Acknowledgment for individual same as in Form No. 1. Filing back same as in Form No. 41.) Recording fee \$1.50.

Form No. 50

Satisfaction of Mortgage By Individual

KNOW ALL MEN BY THESE PRESENTS, That a certain Indenture of Mortgage now owned by the undersigned, bearing date the..... day of....., 19...., made and executed by as mortgagor....., to....., as mortgagee....., and recorded in the office of the Register of Deeds in and for the County of..... and State of Minnesota, in Book..... of Mortgages, on page....., on the..... day of....., 19...., is, with the indebtedness thereby secured, fully paid and satisfied. And the Register of Deeds of said County is hereby authorized and directed to discharge the same upon the record thereof, according to the statute in such case provided.

In Testimony Whereof, the undersigned ha... hereunto set..... hand... this..... day of....., 19....

In Presence of }
}
}

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 46.) Recording fee \$0.75.

Form No. 51

Satisfaction of Mortgage By Corporation

KNOW ALL MEN BY THESE PRESENTS, That a certain Indenture of Mortgage, now owned by the undersigned, a corporation existing under the laws of the State of....., bearing date the..... day of....., 19...., made and executed by as mortgagor....., to....., as mortgagee....., and recorded in the Office of the Register of Deeds in and for the County of..... and State of Minnesota, in Book..... of Mortgages, on page....., on the..... day of..... 19...., is, with the indebtedness thereby secured, fully paid and satisfied. And the Register of Deeds of said County is hereby authorized and directed to discharge the same upon the record thereof, according to the statute in such case provided.

In Testimony Whereof, The said Corporation has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19....

In Presence of } By
} Its President
} Its

Acknowledgment same as in Form No. 7. Filing back same as in Form No. 46.) Recording fee \$0.75.

Form No. 52

Partial Release of Mortgage By Individual

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner..... of the mortgage hereinafter described, for a valuable consideration, receipt whereof is hereby acknowledged, do... hereby forever discharge and release the tract... of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: from all claims and liens of and under that certain mortgage, dated the..... day of....., 19...., executed by..... as mortgagor..... to as mortgagee....., filed for record in the office of the Register of Deeds

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in and for said County on the..... day of....., 19...., and recorded in Book..... of Mortgages, page....., covering the above described and other land.

In Testimony Whereof, The undersigned ha... hereunto set..... hand.... this..... day of....., 19....

In Presence of }
..... }
..... }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 46.) Recording fee \$0.75.

Form No. 53
Partial Release of Mortgage
By Corporation

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, a corporation under the laws of the State of....., owner of the mortgage hereinafter described, for a valuable consideration, receipt whereof is hereby acknowledged, does forever discharge and release the tract.... of land lying and being in the County of....., State of Minnesota, described as follows, to-wit:

from all claims and liens of and under that certain mortgage, dated the..... day of....., 19...., executed by as mortgagor.... to as mortgagee....., filed for record in the office of the Register of Deeds in and for said county on the..... day of....., 19...., and recorded in Book..... of Mortgages, page....., covering the above described and other land.

In Testimony Whereof, The said Corporation has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19....

In Presence of }
..... }
..... }
By
Its President
Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 46.) Recording fee \$1.00.

Form No. 54
Contract for Deed
Individual Vendor

THIS AGREEMENT, Made and entered into this..... day of..... 19...., by and between part... of the first part, and..... part... of the second part;

Witnesseth, That the said part... of the first part in consideration of the covenants and agreements of said part... of the second part, hereinafter contained, hereby sell... and agree... to convey unto said part... of the second part... and assigns, by a..... Deed, accompanied by an abstract evidencing good title in part... of the first part at the date hereof, or by an owner's duplicate certificate of title, upon the prompt and full performance by said part... of the second part, of..... part of this agreement, the tract... of land, lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

And said part... of the second part, in consideration of the premises, hereby agree... to pay said part... of the first part, at..... as and for the purchase price of said premises, the sum of..... Dollars, in manner and at times following, to-wit:

Said part... of the second part further covenant... and agree... as follows: to pay, before penalty attaches thereto, all taxes due and payable in the year 19....., and in subsequent years, and all special assessments heretofore or hereafter levied,; also that any buildings and improvements now on said land, or which shall hereafter be erected, placed, or made thereon, shall not be removed therefrom, but shall be and remain the property of the part... of the first part until this contract shall be fully performed by the part... of the second part; and at..... own expense, to keep the buildings on said premises at all times insured in some reliable insurance company or companies, to be approved by the part... of the first part, against loss by fire for at least the sum of..... Dollars and against loss by windstorm for at least the sum of..... Dollars, payable to said part... of the first part, heirs or assigns, and, in case of loss, should there be any surplus over and above the amount then owing said part... of the first part, heirs, or assigns, the balance shall be paid over to the said part... of the second part as interest shall appear, and to deposit with the part... of the first part

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policies of said insurance. But should the second part...fail to pay any item to be paid by said part...under the terms hereof, same may be paid by first part... and shall be forthwith payable with interest thereon, as an additional amount due first part...under this contract.

But should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by second part...paid, or should... fail to pay the taxes or assessments upon said land, premiums upon said insurance, or to perform any or either of the covenants, agreements, terms or conditions herein contained, to be by said second part...kept or performed, the said part... of the first part may, at...option, by written notice declare this contract cancelled and terminated, and all rights, title and interest acquired thereunder by said second part... shall thereupon cease and terminate, and all improvements made upon the premises, and all payments made hereunder shall belong to said part... of the first part as liquidated damages for breach of this contract by said second part... , said notice to be in accordance with the statute in such case made and provided.

Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the part... of the first part... rights to declare this contract forfeited by reason of any breach thereof, shall in any manner affect the right of said part... to cancel this contract because of defaults subsequently maturing, and no extension of time shall be valid unless evidenced by duly signed instrument. Further, after service of notice and failure to remove, within the period allowed by law, the default therein specified, said part... of the second part hereby specifically agree... upon demand of said part... of the first part, quietly and peaceably to surrender to... possession of said premises, and every part thereof, it being understood that until such default, said part... of the second part hereby specifically agree... upon demand of said part... of the

It Is Mutually Agreed, By and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall run with the land and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In Testimony Whereof, The parties hereto have hereunto set their hands the day and year first above written.

In Presence of

.....

(Acknowledgment same as in Form No. 1.)

Filing Back

Doc. No.	to	Register of Deeds, Deputy	County Auditor, Deputy
(NAME OF INSTRUMENT)		19... No.	Taxes for the year 19... on the lands described within, paid this... day of... 19...
.....		Registration tax hereon of... Dollars paid.	Taxes paid this... day of... 19...
.....		County Treasurer, Deputy	County Auditor, Deputy
.....		County Auditor, Deputy	Recording fee \$1.50

Form No. 55
Contract for Deed
Individual to Joint Tenants

THIS AGREEMENT, Made and entered into this... day of... 19..., by and between... parties of the first part, and... parties of the second part; Witnesseth, That the said part... of the first part in consideration of the covenants and agreements of said parties of the second part, hereinafter contained, hereby sell... and agree... to convey unto said parties of the second part, as joint tenants and not as tenants in common; their assigns, the survivor of said parties, and the heirs and assigns of the survivor, by a... Deed, accompanied

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by an abstract evidencing good title in part...of the first part at the date hereof, or by an owner's duplicate certificate of title, upon the prompt and full performance by said parties of the second part, of their part of this agreement, the tract... of land, lying and being in the County of.....and State of Minnesota, described as follows, to-wit:

And said parties of the second part, in consideration of the premises, hereby agree to pay said part...of the first part, at.....as and for the purchase price of said premises, the sum of.....Dollars, in manner and at times following, to-wit:

Said parties of the second part further covenant and agree as follows: to pay, before penalty attaches thereto, all taxes due and payable in the year 19...., and in subsequent years, and all special assessments heretofore or hereafter levied,....; also that any buildings and improvements now on said land, or which shall hereafter be erected, placed, or made thereon, shall not be removed therefrom, but shall be and remain the proerty of the part...of the first part until this contract shall be fully performed by the parties of the second part; and at their own expense, to keep the buildings on said premises at all times insured in some reliable insurance company or companies, to be approved by the part...of the first part, against loss by fire for at least the sum of.....Dollars and against loss by windstorm for at least the sum of.....Dollars, payable to said part...of the first part,.....heirs or assigns, and, in case of loss, should there be any surplus over and above the amount then owing said part...of the first part,.....heirs, or assigns, the balance shall be paid over to the said parties of the second part as their interest shall appear, and to deposit with the part....of the first part policies of said insurance. But should the second parties fail to pay any item to be paid by said parties under the terms hereof, same may be paid by first part... and shall be forthwith payable, with interest thereon, as an additional amount due first part...under this contract.

But should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by second parties paid, or should they fail to pay the taxes or assessments upon said land, premiums upon said insurance, or to perform any or either of the covenants, agreements, terms or conditions herein contained, to be by said second parties kept or performed, the said part.... of the first part may, at.....option, by written notice declare this contract cancelled and terminated, and all rights, title and interest acquired thereunder by said second parties, shall thereupon cease and terminate, and all improvements made upon the premises, and all payments made hereunder shall belong to said part...of the first part as liquidated damages for breach of this contract by said second parties, said notice to be in accordance with the statute in such case made and provided. Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the part...of the first part of.....rights to declare this contract forfeited by reason of any breach thereof, shall in any manner affect the right of said part.....to cancel this contract because of defaults subsequently maturing and no extension of time shall be valid unless evidenced by duly signed instrument. Further, after service of notice and failure to remove, within the period allowed by law, the default therein specified, said parties of the second part hereby specifically agree, upon demand of said part....of the first part, quietly and peaceably to surrender to.....possession of said premises, and every part thereof, it being understood that until such default, said parties of the second part are to have possession of said premises.

It is Mutually Agreed, By and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall extend, run with the land, and bind the heirs, executors, administrators and assigns of the respective parties hereto.

In Testimony Whereof, The parties hereto have hereunto set their hand..... the day and year first above written.

In Presence of }
 }
 }
 }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 54.) Recording fee \$1.50.

Form No. 56
Contract for Deed
Corporation Vendor

THIS AGREEMENT, Made and entered into this.....day of....., 19...., by and between a corporation under the laws of the State of....., party of the first part, and part...of the second part;

Witnesseth, That the said party of the first part, in consideration of the covenants and agreements of said part...of the second part, hereinafter contained,

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hereby sells and agrees to convey unto said part of the second part,
 and assigns, by a Deed, accompanied by an abstract evidencing
 good title in party of the first part at the date hereof, or by an owner's duplicate
 certificate of title, upon the prompt and full performance by said part of the
 second part, of part of this agreement, the tract of land lying and
 being in the County of and State of Minnesota, described as follows, to-wit:

And said part of the second part, in consideration of the premises, hereby
 agree to pay said party of the first part, at as and for the purchase price
 of said premises, the sum of Dollars, in manner and at times following,
 to-wit:

Said part of the second part further covenant and agree as follows:
 to pay before penalty attaches thereto, all taxes due and payable in the year
 19, and in subsequent years, and all special assessments heretofore or hereafter
 levied, ;
 also that any buildings and improvements now on said land, or which shall here-
 after be erected, placed, or made thereon, shall not be removed therefrom, but shall
 be and remain the property of the party of the first part until this contract shall
 be fully performed by the part of the second part; and at own expense,
 to keep the buildings on said premises at all times insured in some reliable insur-
 ance company or companies, to be approved by the party of the first part, against
 loss by fire for at least the sum of Dollars and against loss by windstorm
 for at least the sum of Dollars, payable to said party of the first part,
 its successors or assigns, and, in case of loss, should there be any surplus over and
 above the amount then owing said party of the first part, its successors, or assigns,
 the balance shall be paid over to the said part of the second part as interest
 shall appear, and to deposit with the party of the first part policies of said insurance.
 But should the second part—fail to pay any item to be paid by said part under
 the terms hereof, same may be paid by first party and shall be forthwith payable,
 with interest thereon, as an additional amount due first party under this contract.

But should default be made in the payment of principal or interest due here-
 under, or of any part thereof, to be by second part paid, or should fail
 to pay the taxes or assessments upon said land, premiums upon said insurance, or
 to perform any or either of the covenants, agreements, terms or conditions herein
 contained, to be by said second part kept or performed, the said party of the
 first part may, at its option, by written notice declare this contract cancelled and
 terminated, and all rights, title and interest acquired thereunder by said second
 part shall thereupon cease and terminate, and all improvements made upon the
 premises, and all payments made hereunder shall belong to said party of the first
 part as liquidated damages for breach of this contract by said second part, said
 notice to be in accordance with the statute in such case made and provided. Neither
 the extension of the time of payment of any sum or sums of money to be paid here-
 under, nor any waiver by the party of the first part of its rights to declare this
 contract forfeited by reason of any breach thereof, shall in any manner affect the
 right of said party to cancel this contract because of defaults subsequently matur-
 ing, and no extension of time shall be valid unless evidenced by duly signed instru-
 ment. Further, after service of notice and failure to remove within the period
 allowed by law, the default therein specified, said part of the second part hereby
 specifically agree, upon demand of said party of the first part, quietly and
 peaceably to surrender to it possession of said premises, and every part thereof, it
 being understood that until such default, said part of the second part to have
 possession of said premises.

It is Mutually Agreed, By and between the parties hereto, that the time of
 payment shall be an essential part of this contract; and that all the covenants and
 agreements herein contained shall run with the land and bind the heirs, executors,
 administrators, successors and assigns of the respective parties hereto.

In Testimony Whereof, The said first party has
 caused these presents to be executed in its corporate
 name by its President and its
 and its corporate seal to be hereunto affixed and said
 part of the second part ha hereunto set
 hand the day and year first above written.

In Presence of	}	By
.....		Its President
.....		Its
.....	
.....	

(Acknowledgment for corporation same as in Form No. 7. Acknowledgment
 for individual purchaser same as in Form No. 1. Filing back same as in Form No.
 54.) Recording fee \$1.75.

Form No. 57
Contract for Deed
Corporation to Joint Tenants

THIS AGREEMENT, Made and entered into this.....day of.....
 19....., by and between
 a Corporation under the laws of the State of....., party of the first part, and
, parties of the second part;

Witnesseth, That the said party of the first part, in consideration of the cove-
 nants and agreements of said parties of the second part, hereinafter contained, here-
 by sells and agrees to convey unto said parties of the second part, as joint tenants
 and not as tenants in common, their assigns, the survivor of said parties, and the
 heirs and assigns of the survivor, by a.....Deed, accompanied by an abstract
 evidencing good title in party of the first part at the date hereof, or by an owner's
 duplicate certificate of title, upon the prompt and full performance by said parties
 of the second part, of their part of this agreement, the tract...of land, lying
 and being in the County of.....and State of Minnesota, described as follows,
 to-wit:

And said parties of the second part, in consideration of the premises, hereby
 agree to pay said party of the first part, at.....as and for the purchase price
 of said premises, the sum of.....Dollars, in manner and at times following,
 to-wit:

Said parties of the second part further covenant and agree as follows: to pay,
 before penalty attaches thereto, all taxes due and payable in the year 19....., and
 in subsequent years, and all special assessments heretofore or hereafter levied,....
; also that any buildings and improvements now on said land, or which
 shall hereafter be erected, placed, or made thereon, shall not be removed therefrom,
 but shall be and remain the property of the party of the first part until this con-
 tract shall be fully performed by the parties of the second part; and at their own
 expense, to keep the buildings on said premises at all times insured in some reliable
 insurance company or companies, to be approved by the party of the first part,
 against loss by fire for at least the sum of.....Dollars and against loss by
 windstorm for at least the sum of.....Dollars, payable to said party of the
 first part, its successors or assigns, and, in case of loss, should there be any surplus
 over and above the amount then owing said party of the first part, its successors
 or assigns, the balance shall be paid over to the said parties of the second part as
 their interest shall appear, and to deposit with the party of the first part policies
 of said insurance. But should the second parties fail to pay any item to be paid
 by said parties under the terms hereof, same may be paid by first party and shall
 be forthwith payable, with interest thereon, as an additional amount due first party
 under this contract.

But should default be made in the payment of principal or interest due here-
 under, or of any part thereof, to be by second parties paid, or should they fail to
 pay the taxes or assessments upon said land, premiums upon said insurance, or
 to perform any or either of the covenants, agreements, terms or conditions herein
 contained, to be by said second parties kept or performed, the said party of the
 first part may, at its option, by written notice declare this contract cancelled and
 terminated, and all rights, title and interest acquired thereunder by said second
 parties shall thereupon cease and terminate, and all improvements made upon the
 premises, and all payments made hereunder shall belong to said party of the first
 part as liquidated damages for breach of this contract by said parties, said notice
 to be in accordance with the statute in such case made and provided. Neither the
 extension of the time of payment of any sum or sums of money to be paid hereunder,
 nor any waiver by the party of the first part of its rights to declare this contract
 forfeited by reason of any breach thereof, shall in any manner affect the right of
 said party to cancel this contract because of defaults subsequently maturing, and
 no extension of time shall be valid unless evidenced by duly signed instrument.
 Further, after service of notice and failure to remove, within the period allowed by
 law, the default therein specified, said parties of the second part hereby specifically
 agree, upon demand of said party of the first part, quietly and peaceably to sur-
 render to it possession of said premises, and every part thereof, it being understood
 that until such default, said parties of the second part are to have possession of said
 premises.

It is **Mutually Agreed**, By and between the parties hereto, that the time of
 payment shall be an essential part of this Contract; and that all the covenants and
 agreements herein contained shall run with the land and bind the heirs, executors,
 administrators, successors and assigns of the respective parties hereto.

In Testimony Whereof, The said first party has
 caused these presents to be executed in its corporate
 name by its.....President and its.....
 and its corporate seal to be hereunto affixed, and said
 parties of the second part have hereunto set their hands
 the day and year first above written.

In Presence of	}	By
.....		Its President
.....		Its

APPENDIX NO. 1—CONVEYANCING FORMS

(Acknowledgment for corporation same as in Form No. 7. Acknowledgment for individual purchaser same as in Form No. 1. Filing back same as in Form No. 54.) Recording fee \$1.75.

Form No. 58

Assignment of Contract for Deed
By Individual Vendor, Vendee or Assignee

KNOW ALL MEN BY THESE PRESENTS, That... part... of the first part, in consideration of... Dollars, to... in hand paid by... part... of the second part, do... hereby sell, assign and transfer unto said part... of the second part... and assigns, the... 's interest in that certain contract, dated the... day of..., 19..., made by... as vendor, to... as vendee, and recorded in the office of the Register of Deeds in and for the County of..., State of Minnesota, in Book... of..., page..., for the sale and conveyance of the tract... of land in said County and State, described as follows, to-wit: subject to all the covenants of said assignor in said contract contained, which said part... of the second part hereby assume... and agree... to keep and perform. Said part... of the first part hereby covenant... that there remains unpaid under said contract the sum of... Dollars, with interest thereon from the... day of..., 19..., and that... he... ha... good right to sell, transfer and assign said contract.

In Testimony Whereof, The said part... of the first part ha... hereunto set hand... this... day of..., 19...

In Presence of

[Signature lines for witnesses]

(Acknowledgment same as in Form No. 1.)

Filing Back

Doc. No. (NAME OF INSTRUMENT)
to
Office of Register of Deeds, State of Minnesota,
County of
I hereby certify that the within Instrument was filed in this office for record on the... day of..., 19..., at... o'clock... M., and was duly recorded in Book... of..., page...
By... Register of Deeds. Deputy.
Taxes for the year 19... on the lands described within, paid this... day of..., 19...
County Treasurer.
By... Deputy.
Taxes paid this... day of..., 19...
County Auditor.
By... Deputy.
Recording Fee \$0.75

Form No. 59

Assignment of Contract for Deed
By Corporation Vendor, Vendee or Assignee

KNOW ALL MEN BY THESE PRESENTS, That... a corporation under the laws of the State of..., party of the first part, in consideration of... Dollars, to it in hand paid by... part... of the second part, does hereby sell, assign, and transfer, unto said part... of the second part... and assigns, the... 's interest in that certain contract, dated the... day of..., 19..., made by... as vendor... to... as vendee... and recorded in the office of the Register of Deeds in and for the County of..., State of Minnesota, in Book... of..., page..., for the sale and conveyance of the tract... of land in said County and State, described as follows, to-wit: subject to all the covenants of said assignor in said contract contained, which said part... of the second part hereby assume... and agree... to keep and perform. Said party of the first part hereby covenants that there remains unpaid under said contract the sum of... Dollars, with interest thereon from the...

APPENDIX NO. 1—CONVEYANCING FORMS

day of..... 19.... and that it has good right to sell, transfer and assign said contract.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19.....

In Presence of

By Its President Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 58.) Recording fee \$0.75.

Form No. 60

Cancellation of Contract for Deed Notice and Affidavits

To

YOU ARE HEREBY NOTIFIED: That default has been made in the conditions of that certain contract, dated the.....day of....., 19...., whereby as vendor...sold and agreed to convey to.....as vendee...the tract...of land lying in the County of.....,State of Minnesota, described as follows, to-wit: that the mortgage registration tax on said contract in the sum of \$.....was paid to the Treasurer of.....County, Minnesota, on the.....day of..... 19...., as evidenced by said Treasurer's Receipt No.....; that the condition...of said contract in which said default has been made.....as follows, to-wit: and that said contract will be cancelled and terminated.....days after the service of this notice upon you unless prior thereto you comply with said condition...of said contract so in default and pay the costs of service of this notice.

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA,

County of..... } ss.

....., being duly sworn, on oath says; that on the.....day of....., 19...., he served the foregoing notice upon....., the person...to whom it is directed;.....by handing to and leaving with..... a true and correct copy thereof.

Subscribed and sworn to before me this.....day of....., 19....

Notary Public County, Minn. My commission expires.....19....

RETURN OF SERVICE BY SHERIFF

STATE OF MINNESOTA,

County of..... } ss.

I hereby certify and return that on the.....day of....., 19...., I served the within notice on the person...to whom it is directed, viz:..... by handing to and leaving with..... a true and correct copy thereof.

Sheriff of.....County, By Deputy.

AFFIDAVIT OF SERVICE ON OCCUPANT

STATE OF MINNESOTA,

County of..... } ss.

....., being duly sworn on oath says; that on the.....day of....., 19...., he went upon the land and premises described in the within notice for the purpose of serving said notice on the person...in possession thereof; that on said day and for.....prior thereto said premises were and have been.....

(State whether vacant or occupied, and if occupied, by whom)

(If occupied, show service and how made)

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Subscribed and sworn to before me this.....day of....., 19....
Notary Public
County, Minn.
My commission expires.....19....

AFFIDAVIT OF FAILURE TO COMPLY WITH NOTICE

STATE OF MINNESOTA,

County of..... } ss.

....., being duly sworn, on oath says: that....he..... person.... who signed the within notice as.....that more than thirty days have elapsed since the service of said notice on.....to whom it is directed; that said..... ha....not complied with the terms of said notice; that the default set forth in said notice still continues; that the overdue payments of principal and interest under said contract in said notice described have not been paid, or any part thereof. Further affiant saith not save that he makes this affidavit for the purpose of terminating said contract and recording said notice, the proofs of the service thereof, and the proof of failure to comply with the terms thereof.

Subscribed and sworn to before me this.....day of....., 19....
Notary Public
County, Minn.
My commission expires.....19....

Filing Back

Doc. No..... (NAME OF INSTRUMENT)
vs.
Office of Register of Deeds, State of Minnesota,
County of.....
I hereby certify that the within instrument was filed in this office for record on theday of....., 19....., at..... o'clock.....M., and was duly recorded in Book.....of....., page.....
By..... Register of Deeds. Deputy.
Recording Fee \$1.50

Form No. 61

Partial Payment Certificate (Mortgage or Contract) By Individual

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, as the present owner...of a mortgage, or of the vendors' interest in contract for the sale of real estate, as the case may be, made by... to... dated the.....day of....., 19....., and filed for record in the office of the Register of Deeds in and for the County of.....and State of Minnesota, and recorded in Book.....of....., page....., do...hereby certify that there is a balance due and unpaid thereon at this date, in the principal sum ofDOLLARS, with interest as provided in said instrument from the..... day of....., 19....., and that all other sums of principal and interest provided for by said instrument have been heretofore paid in full.

In Testimony Whereof, The undersigned owner...ha...hereunto set..... hand....this.....day of....., 19....

In Presence of }
.....
.....
.....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 62

Partial Payment Certificate (Mortgage or Contract)
By Corporation

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, as the present owner of a mortgage, or of the vendors' interest in contract for the sale of real estate, as the case may be, made by... to... dated the... day of..., 19..., and filed for record in the office of the Register of Deeds in and for the County of... and State of Minnesota, and recorded in Book... of... page..., does hereby certify that there is a balance due and unpaid thereon at this date, in the principal sum of... DOLLARS, with interest as provided in said instrument from the... day of..., 19..., and that all other sums of principal and interest provided for by said instrument have been heretofore paid in full.

In Testimony Whereof, The said Corporation has caused these presents to be executed in its corporate name by its... President and its... and its corporate seal to be hereunto affixed this... day of..., 19....

In Presence of } By... Its... President
} Its...

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 63

Power of Attorney
(General Form)

KNOW ALL MEN BY THESE PRESENTS, That... of the County of... and State of... do... by these presents hereby make, constitute and appoint... of the County of... and State of..., true and lawful Attorney in Fact for... and in... name, place and stead, to Granting and giving unto said Attorney in Fact full authority and power to do and perform any and all other acts necessary or incident to the performance and execution of the powers herein expressly granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as the grantor might or could do if personally present, with full power of substitution.

In Testimony Whereof, ha... hereunto set... hand... this day of..., 19....

In Presence of }
}
}

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 64

Power of Attorney to Foreclose Mortgage
By Individual

KNOW ALL MEN BY THESE PRESENTS, That the undersigned do... hereby employ, authorize and empower... attorney... at law residing in the... of... County of..., State of Minnesota, for... and in... name... to foreclose by advertisement that certain mortgage, dated the... day of..., 19..., executed by... as mortgagor... to... as mortgagee..., filed for record in the office of the Register of Deeds in and for the County of... and State of Minnesota, on the... day of... 19..., at... o'clock... M., and recorded in Book... of Mortgage Records, page... and to do all things incident and necessary thereto.

In Testimony Whereof, The undersigned ha... hereunto set... hand... this... day of..., 19....

In Presence of }
}
}

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 65
Power of Attorney to Foreclose Mortgage
By Corporation

KNOW ALL MEN BY THESE PRESENTS, That the undersigned corporation hereby employs, authorizes and empowers....., attorney...at law residing in the.....of..... County of..... State of Minnesota, for it and in its name to foreclose by advertisement that certain mortgage, dated the.....day of....., 19....., executed by.....as mortgagor...to.....as mortgagee..., filed for record in the office of the Register of Deeds in and for the County of.....and State of Minnesota, on the.....day of....., 19....., at.....o'clock.....M., and recorded in Book.....of Mortgage Records, page..... and to do all things incident and necessary thereto.

In Testimony Whereof, The said corporation has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19.....

In Presence of }
..... }
..... } By
..... } Its
..... } Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 66
Notice of Mortgage Foreclosure
Under Power of Sale

NOTICE OF MORTGAGE FORECLOSURE SALE

Notice is Hereby Given, That default has occurred in the conditions of that certain mortgage, dated the.....day of....., 19....., executed by..... as mortgagor...to.....as mortgagee..., filed for record in the office of the Register of Deeds in and for the County of....., and State of Minnesota on the.....day of....., 19....., at...o'clock...M., and recorded in Book.....of Mortgage Records, page.....; that no action or proceeding has been instituted at law to recover the debt secured by said mortgage, or any part thereof,.....

(1923 G. S. 9603)

that there is due and claimed to be due upon said mortgage, including interest to date hereof, the sum of:.....DOLLARS, and that pursuant to the power of sale therein contained, said mortgage will be foreclosed and the tract...of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: will be sold by the sheriff of said county at public auction on the.....day of....., 19....., at.....o'clock...M., at.....in the.....of..... in said county and state, to pay the debt then secured by said mortgage and taxes, if any, on said premises and the cost and disbursements allowed by law, subject to redemption within twelve months from said date of sale.

Dated....., 19..... Mortgagee.....

..... Attorney...for..... Mortgagee....

NOTE—If used for registered land, change notice to show that the mortgage was filed for registration and registered in the office of the Registrar of Titles, and registered in "Book..... of the Register of Titles, page....." and add statement as to fact of registration; also file with Registrar a notice that foreclosure is pending (1923 G. S. 8303, 9605).

Form No. 67
Sheriff's Certificate and Foreclosure Record
Under Power of Sale in Mortgage

I. NOTICE OF SALE **II. PRINTER'S AFFIDAVIT**

STATE OF MINNESOTA, }
County of..... } ss.

....., being duly sworn on oath says; that he is, and during all the times herein stated has been,the publisher...and printer...of the newspaper know as....., and has full knowledge of the facts hereinafter stated; that for more than one year prior to the publication therein of the Notice of Mortgage Foreclosure Sale hereinafter described, said newspaper was printed and published in the.....of..... in the County of.....State of Minnesota, on.....of each week; that during all said time said newspaper has been printed from the place from which it purports to be issued as above stated in column and sheet form equivalent in space to at least four pages, with five columns

APPENDIX NO. 1—CONVEYANCING FORMS

to a page, each seventeen and three quarters inches long; has been issued each week from a known office established in said place of publication and equipped with skilled workmen and the necessary material for preparing and printing the same; has contained general and local news, comment and miscellany, not wholly duplicating any other publication, and not entirely made up of patents, plate matter and advertisements; and has been circulated in and near its said place of publication to the extent of at least two hundred and forty (240) copies regularly delivered to paying subscribers; and that there has been on file in the office of the County Auditor of County, Minnesota, the affidavit of a person having knowledge of the facts, showing the name and location of said newspaper and the existence of the conditions constituting its qualification as a legal newspaper:

That the notice hereto attached was cut from the columns of said newspaper, and was printed and published therein in the English language, once each week, for successive weeks; that it was first so published on the day of 19, and thereafter on of each week to and including the day of 19; and that the following is a printed copy of the lower case alphabet from A to Z, both inclusive, and is hereby acknowledged as being the size and kind of type used in the composition and publication of said notice, to-wit:

Subscribed and sworn to before me this day of 19

Notary Public, County, Minn.
My commission expires 19

III. AFFIDAVIT OF SERVICE ON OCCUPANT

STATE OF MINNESOTA, }
County of } ss.

., being duly sworn, on oath says; that on the day of 19 he went upon the land and premises described in the printed notice of mortgage foreclosure sale hereto attached for the purpose of serving said notice upon all persons in possession thereof; that on said date, and for prior thereto,, and none other, w . . . in possession of said land; and that on said day he served said notice on said person by handing to and leaving with a true and correct copy thereof.

Subscribed and sworn to before me this day of 19

Notary Public, County, Minn.
My commission expires 19

OR, III. AFFIDAVIT OF VACANCY

STATE OF MINNESOTA, }
County of } ss.

., being duly sworn, on oath says; that on the day of 19 he went upon the land and premises described in the printed notice of mortgage foreclosure sale hereto attached for the purpose of serving said notice on the persons in possession thereof; and that on said date, and for prior thereto, all said land was and had been wholly vacant and unoccupied.

Subscribed and sworn to before me this day of 19

Notary Public, County, Minn.
My commission expires 19

IV. AFFIDAVIT OF COSTS AND DISBURSEMENTS

STATE OF MINNESOTA, }
County of } ss.

being duly sworn, on oath says; that he is the attorney foreclosing the mortgage described in the printed notice of mortgage foreclosure sale hereto attached; that the following is a detailed bill of the costs and disbursements of said foreclosure, and that the same have been absolutely and unconditionally paid or incurred therein, to-wit:

Attorney's fees for foreclosing said mortgage	-	-	-	-	\$
Printer's fee for publishing notice of sale	-	-	-	-	\$
Notary fees for affidavits	-	-	-	-	\$
Recording power of attorney to foreclose	-	-	-	-	\$
Fees for serving notice of sale on occupants	-	-	-	-	\$
Sheriff's fee for making foreclosure sale	-	-	-	-	\$

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Fees of Register of Deeds for recording Certificate - - - \$

 Total Costs and Disbursements - - - - - \$

Subscribed and sworn to before me this.....
 day of.....19.... }
 }
 Notary Public,County, Minn. }
 My commission expires.....19.... }

V. SHERIFF'S CERTIFICATE OF SALE

STATE OF MINNESOTA, }
 County of..... } ss.

I, Sheriff of the County of..... State of Minnesota, do hereby certify; that pursuant to the printed Notice of Mortgage Foreclosure sale hereto attached and the power of sale contained in that certain mortgage therein described, to-wit: that certain mortgage, dated the.....day of.....19...., executed by..... as mortgagor.....to.....as mortgagee....., filed for record in the office of the Register of Deeds in and for said..... County, Minnesota, on the.....day of....., 19...., and recorded in Book.....of Mortgages, at page..... thereof.....
 I did, at the time and place in said notice specified, to-wit: at..... in the.....of..... County of....., State of Minnesota, on the..... day of....., 19...., at..... o'clock..... M., offer for sale and sell at public auction to the highest and best bidder....., the tract...of land lying and being in the County of..... State of Minnesota, described as follows, to-wit:
 and did strike off and sell the same to..... for the sum...of.....Dollars, said purchaser...being the highest bidder.... and said sum...being the highest and best bid...offered therefor; and that said sale.....in all respects openly, honestly, fairly, and lawfully conducted, and said land so sold to subject to redemption at any time within twelve months from said date of said sale.

In Testimony Whereof, I have hereunto set my hand this.....day of....
19.....

In Presence of }
 } As Sheriff of..... County, Minn.
 } ByDeputy.

STATE OF MINNESOTA, }
 County of..... } ss.

On this.....day of....., 19...., before me personally appeared....., to me known to be the..... Sheriff of said County, and the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as such..... Sheriff.

Notary Public,..... County, Minn.
 My commission expires.....19.....

Filing Back

Doc. No.....
 (NAME OF INSTRUMENT)

 By Sheriff. to

 Office of Register of Deeds,
 State of Minnesota,
 County of.....
 I hereby certify that the within instrument was filed in this office for record on theday of....., 19...., at..... o'clock..... M., and was duly recorded in Book..... of Deeds, page.....
 Register of Deeds.
 By....., Deputy.

Recording Fee \$4.50

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Form No. 68

Sheriff's Certificate
Sale Under Decree of Mortgage Foreclosure

STATE OF MINNESOTA, } DISTRICT COURT
County of..... }Judicial District
..... }
..... }
..... }
vs. Plaintiff.... } Case No.....
..... } Certificate of Sale.
..... }
Defendant.... }

I,..... Sheriff of the County of....., State of Minnesota, do hereby certify: That pursuant to the judgment in the action above entitled wherein it is, among other things, adjudged that there is due the plaintiff...in said action the sum of.....Dollars, and interest thereon from the.....day of....., 19....., at.....per cent per annum, that the mortgage in said judgment described, executed by.....as mortgagor...to....., as mortgagee...., dated the.....day of....., 19....., filed for record in the office of the Register of Deeds in and for the County of....., State of Minnesota, on the.....day of....., 19....., and recorded in Book.....of Mortgage Records, page....., be foreclosed and the tract...of land lying and being in the County of....., State of Minnesota, described as follows, to-wit:
be sold at public auction according to the provisions of law relating to the sale of real estate on execution to satisfy said amount and the cost and expenses of such sale, and pursuant to notice of such sale duly given, published and posted as required by law, I did, at the time and place specified in such notice, to-wit: on the.....day of....., 19....., at.....o'clock.....M., at.....in the.....of....., in said county and state, expose and offer said land for sale to the highest bidder therefor, and did strike off and sell the same, subject to the approval of said court, to.....for the sum of.....Dollars, said purchaser...being the highest bidder...and said sum...being the highest and best bid...offered; and that I did thereafter duly report said sale...to the court above named; that said sale.....duly confirmed by said court on the.....day of....., 19.....; and that said sale.....made subject to redemption within one year from said date of confirmation.

In Testimony Whereof, I have hereunto set my hand this.....day of....., 19.....
In Presence of }
..... } As Sheriff of.....County, Minn.
..... } By.....Deputy.

(Acknowledgment and filing back same as in Form No. 67.) Recording fee \$1.25.

Form No. 69

Sheriff's Certificate
Sale Under Decree of Mechanics Lien Foreclosure

STATE OF MINNESOTA, } DISTRICT COURT
County of..... }Judicial District
..... }
..... }
vs. Plaintiff.... } Case No.....
..... } Certificate of Sale.
..... }
Defendant.... }

I,..... Sheriff of.....County, State of Minnesota, do hereby certify: That pursuant to a judgment entered in the action above entitled on the.....day of....., 19....., a certified copy of which judgment was heretofore delivered to me, wherein, among other things, it is adjudged that there is due from the defendants.....to the parties next hereinafter mentioned the amounts set opposite their respective names, to-wit:

.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....
.....	\$.....	\$.....

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with legal interest upon said respective sums from the.....day of....., 19...., pursuant to the mechanic's lien statements heretofore filed for record in the office of the Register of Deeds of said County, in Book.....of....., page..... and establishing liens in accordance with said statements in the amounts above specified, and interest, in favor of said part... against the tract... of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: and ordering that said land be sold at public auction according to the provisions of law relating to the sale of real estate on execution to satisfy said amount... and the cost and expenses of such sale, and pursuant to notice of such sale duly given, published and posted as required by law, I did, at the time and place specified in such notice, to-wit: on the..... day of....., 19...., at..... o'clock..... M.; at..... in the..... of..... in said county and state, expose and offer said land for sale to the highest bidder therefor,..... and did strike off and sell the same, subject to the approval of said court to..... for the sum of..... Dollars,..... said purchaser... being the highest bidder... and said sum... being the highest and best bid... offered and that I did thereafter duly report said sale... to the court above named; that said sale..... duly confirmed by said court on the..... day of....., 19....; and that said sale..... made subject to redemption within one year from said date of confirmation.

In Testimony Whereof, I have hereunto set my hand this..... day of....., 19....

In Presence of } As Sheriff of..... County, Minn. By Deputy.

(Acknowledgment and filing back same as in Form No. 67.) Recording fee \$1.25.

Form No. 70

Sheriff's Certificate Sale Under Execution

STATE OF MINNESOTA, } DISTRICT COURT County of..... }Judicial District Plaintiff.... vs. Defendant.... Case No..... Certificate of Sale.

I,..... Sheriff of the County of....., State of Minnesota, do hereby certify: That pursuant to a levy by me made on the real property hereinafter described under a writ of execution issued and directed to me from the court above named, dated the..... day of....., 19...., under a judgment entered and docketed in the action above entitled, on the..... day of....., 19...., in favor of..... above named and against..... for the sum of..... Dollars,..... and pursuant to notice duly posted and published according to law, for the particulars of which execution, judgment, levy, notice and the posting and publication thereof reference is hereby made to the files and records in said action, I did, at the time and place specified in said notice, to-wit: on the..... day of....., 19...., at..... o'clock..... M., at..... in the..... of..... in said County and State, expose and offer for sale at public auction all the right, title and interest of said judgment debtor... in the tract... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit: and did strike off and sell the same to..... for..... Dollars, subject to redemption under the statute in such case made and provided; that said sale was in all things openly, honestly and fairly conducted, said person..... the highest and best bidder... therefor, and said sum... the highest and best bid... offered at said sale....; and that no more of said real property was sold than necessary to satisfy said judgment, interest thereon, and the costs and disbursements of said sale.....

In Testimony Whereof, I have hereunto set my hand this..... day of....., 19....

In Presence of } As Sheriff of..... County, Minn. By Deputy.

(Acknowledgment and filing back same as in Form No. 67.) Recording fee \$1.25.

APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 71

Assignment of Sheriff's Certificate
By Individual

KNOW ALL MEN BY THESE PRESENTS, That
of the County of and State of part ... of the first part, for and in
consideration of the sum of DOLLARS (\$) to in hand paid
by of the County of and State of part ... of the second
part, the receipt whereof is hereby acknowledged, do ... sell, assign, transfer and
set over unto the said part ... of the second part, and assigns, Forever, the
certain Sheriff's Certificate of Sale, executed by the Sheriff of County, Min-
nesota, on the day of, 19, and filed for record in the office of
the Register of Deeds of the County of in the State of Minnesota, on the
..... day of, 19, and recorded in Book of on page
.....

In Testimony Whereof, The said part ... of the first part ha ... hereunto set
..... hand ... this day of, 19

In Presence of }
.....
.....
.....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No.
67.) Recording fee \$0.75.

Form No. 72

Assignment of Sheriff's Certificate
By Corporation

KNOW ALL MEN BY THESE PRESENTS, That
a corporation under the laws of the State of, party of the first part, for
and in consideration of the sum of DOLLARS (\$) to it in hand
paid by of the County of and State of part ... of the sec-
ond part, the receipt whereof is hereby acknowledged, do ... sell, assign, transfer
and set over unto the said part ... of the second part, and assigns, Forever,
the certain Sheriff's Certificate of Sale, executed by the Sheriff of County,
Minnesota, on the day of, 19, and filed for record in the
office of the Register of Deeds of the County of in the State of Minnesota,
on the day of, 19, and recorded in Book of
on page

In Testimony Whereof, The said first party has
caused these presents to be executed in its corporate
name by its President and its
and its corporate seal to be hereunto affixed this
day of, 19

In Presence of }
.....
.....
.....
By
Its President
Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No.
67.) Recording fee \$1.00.

Form No. 73

Affidavit of
Additional Amount of Redemption

STATE OF MINNESOTA

County of } ss.

..... being duly sworn, on oath states:
That he is the for, who the owner ... of that cer-
tain Sheriff's Certificate of Sale, dated the day of, 19, and
recorded in the office of the Register of Deeds of County, Minnesota, in Book
..... of page, describing property in said County and State, as
follows, to-wit:

That during the time allowed for redemption of the land described in said
certificate, said ha ... paid on account of said land the following sums, all
of which, with interest from date hereof to date of redemption ... he ... hereby
claim ... must be added to the sum necessary to redeem said land from said sale
in said certificate described, to-wit:

APPENDIX NO. 1—CONVEYANCING FORMS

Dates of Payment	To Whom Paid	For What Paid	Amounts
..... tax year 19	\$
..... tax year 19
.....	Assessment
.....	Assessment
.....	Insurance Premium
.....	Insurance Premium
.....	Interest on Prior Mortgage
.....	Interest on Prior Mortgage

Total amount so paid to date hereof \$
 Interest at per cent from dates of payment to date hereof. \$

Total amount of payments and interest to date hereof \$

Subscribed and sworn to before me
 this day of, 19.....
 Notary Public..... County, Minn.
 My commission expires.....

Filing Back

Doc. No.
**AFFIDAVIT OF ADDITIONAL AMOUNT
 ON REDEMPTION**
 Due service of the within by copy admitted
 this day of, 19.....
 Sheriff County,
 Minn.
 Office of Register of Deeds,
 State of Minnesota,
 County of
 I hereby certify that the within Instrument
 was filed in this office for record on the
 day of, 19....., at
 o'clock M., and was duly recorded in
 Book of, page.....
 By Register of Deeds.
 Deputy.
 Recording Fee \$1.00

Form No. 74

Notice of Intention to Redeem
 By Individual

NOTICE OF INTENTION TO REDEEM

Notice is Hereby Given, By the undersigned that.....intends to redeem the tract...of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: day of....., 19....., by the sheriff of the County of....., State of Minnesota, to..... for the sum of.....Dollars as evidenced by the certificate of sale thereof by said sheriff, dated the.....day of....., 19....., filed for record in the office of the Register of Deeds in and for said county, on the.....day of....., 19....., are recorded in Book.....of....., page.....; and that.....intendto make such redemption, under and by reason of the following rights and claims, to-wit:

In Testimony Whereof, The undersigned ha...hereunto set.....hand.... this.....day of....., 19.....

In Presence of

.....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 75

Notice of Intention to Redeem
By Corporation

NOTICE OF INTENTION TO REDEEM

Notice is Hereby Given, By the undersigned corporation that it intends to redeem the tract... of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: from the sale thereof made on the..... day of....., 19....., by the sheriff of the County of....., State of Minnesota, to..... for the sum of..... Dollars as evidenced by the certificate of sale thereof by said sheriff, dated the..... day of....., 19....., and recorded in the office of the Register of Deeds in and for said county on the..... day of....., 19....., and recorded in Book..... of....., page.....; and that it intends to make such redemption under and by reason of the following rights and claims, to-wit:

In Testimony Whereof, The said corporation has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19.....

In Presence of }
..... } By
..... } Its President
..... } Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 60.) Recording fee \$1.

Form No. 76

Certificate of Redemption
By Individual

KNOW ALL MEN BY THESE PRESENTS, That owner... and holder... of the Sheriff's Certificate of sale hereinafter described, do... hereby certify that on the..... day of....., 19....., I received from..... the sum of..... Dollars in full redemption of the tract... of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: from the sale thereof made by the Sheriff of said county on the..... day of....., 19....., and described in his certificate of sale, dated the..... day of....., 19....., filed for record in the office of the Register of Deeds in and for said county on the..... day of....., 19....., and recorded in Book..... of....., page.....; and that said redemption was made upon the claim following, to-wit:

In Testimony Whereof, ha... hereunto set..... hand... this..... day of....., 19.....

In Presence of }
..... }
..... }
..... }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 77

Certificate of Redemption
By Corporation

KNOW ALL MEN BY THESE PRESENTS, That a corporation under the laws of the State of....., the owner and holder of the Sheriff's Certificate of sale hereinafter described, does hereby certify that on the..... day of....., 19....., it received from..... the sum of..... Dollars in full redemption of the tract... of land lying and being in the County of..... State of Minnesota, described as follows, to-wit:.... from the sale thereof made by the Sheriff of said county on the..... day of....., 19....., and described in his certificate of sale, dated the..... day of....., 19....., filed for record in the office of the Register of Deeds in and for said county, on the..... day of....., 19....., and recorded in Book..... of....., page.....; and that said redemption was made upon the claim following, to-wit:

In Testimony Whereof, The said corporation has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19.....

APPENDIX NO. 1—CONVEYANCING FORMS

In Presence of } By
Its President
Its

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 60.) Recording fee \$1.

Form No. 78
Certificate of Redemption
By Sheriff

KNOW ALL MEN BY THESE PRESENTS, That I,
sheriff of the County of, State of Minnesota, do hereby certify;
That on the day of, 19....., I received from
the sum of Dollars in full redemption of the tract... of land lying and
being in the County of, State of Minnesota, described as follows, to-wit:..
from the sale thereof made by the Sheriff of said County on the..... day of
....., 19....., and described in his certificate of sale, dated the..... day of
....., 19....., filed for record in the office of the Register of Deeds in and for
said county, on the..... day of, 19....., and recorded in Book.....
of....., page.....; and that said redemption was made upon the claim
following, to-wit:
in support and proof of which claim and right said redemptioner did produce to me
the documents following, to-wit:

In Testimony Whereof, I have hereunto set my hand this.....day of
....., 19.....

In Presence of }
As Sheriff of.....County, Minn.
By
Deputy.

(Acknowledgment same as in Form No. 67. Filing back same as in Form No. 60.) Recording fee \$1.

Form No. 79
Mechanic's Lien Statement
By Individual

NOTICE IS HEREBY GIVEN, That it is the intention of.....
whose address is.....to claim and hold a lien upon the tract... of land lying
in the County of, State of Minnesota, described as follows, to-wit:.....
for the sum of Dollars, with interest thereon from the..... day of,
19.....

That said amount is due and owing to said claimant for.....
furnished and performed in that certain improvement of said land described as fol-
lows, to-wit:

That the name... of the person... for whom and at whose request said mate-
rial was furnished and said labor performed..... as follows, to-wit:.....

That the date of the first item of said claimant's contribution to said improve-
ment was the..... day of, 19.....; and the date of the last item thereof,
the..... day of, 19.....;

That a description of the premises to be charged with said lien, to the best of
said claimant's ability to ascertain the same, is as above given;

That the name... of the owner... of said land and premises, at the date of
making this statement according to the best information said claimant now has or
is able to ascertain, is/are

Dated this..... day of, 19.....

STATE OF MINNESOTA }
County of..... } ss.

being duly sworn, on oath says: that he is.....
the claimant in the within statement; that he has knowledge of the facts stated in
said statement by reason of the following facts, to-wit:

that this statement is made by, or at the instance of, said claimant; and that the
statement is true of his own knowledge.

Subscribed and sworn to before me this..... day of, 19.....

Notary Public..... County, Minn.

My commission expires....., 19.....

(Filing back same as in Form No. 60.) Recording fee \$1.

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Form No. 80

Mechanic's Lien Statement
By Corporation

NOTICE IS HEREBY GIVEN, That it is the intention of...
a corporation under the laws of the State of... with its address at...
to claim and hold a lien upon the tract... of land lying in the County of...
State of Minnesota, described as follows, to-wit:
for the sum of... Dollars, with interest thereon from the... day of...
19....

That said amount is due and owing to said claimant for...
furnished and performed in that certain improvement of said land described as fol-
lows, to-wit:

That the name... of the person... for whom and at whose request said mater-
ial was furnished and said labor performed... as follows, to-wit:.....

That the date of the first item of said claimant's contribution to said improve-
ment was the... day of..., 19....; and the date of the last item there-
of, the... day of..., 19....;

That a description of the premises to be charged with said lien, to the best of
said claimant's ability to ascertain the same, is as above given;

That the name... of the owner... of said land and premises, at the date of
making this statement according to the best information said claimant now has or
is able to ascertain, is /are.....

Dated this... day of..., 19....

By.....

STATE OF MINNESOTA

County of } ss.

..... being duly sworn, on oath says, that he is the
..... of....., the corporation which is the claimant in the within statement,
that he has knowledge of the facts stated in said statement by reason of the follow-
ing facts, to-wit:

that he makes said statement at the instance of said corporation claiming said lien;
and that the statement is true of his own knowledge.

Subscribed and sworn to before me this... day of..., 19....

Notary Public..... County, Minn.

My commission expires....., 19....

(Filing back same as in Form No. 60.) Recording fee \$1.

Form No. 81

Assignment of Mechanic's Lien
By Individual

KNOW ALL MEN BY THESE PRESENTS, That
....., part... of the first part, in consideration of... Dollars, to.....
in hand paid by....., part... of the second part, do... hereby sell, assign and
transfer unto said part... of the second part,..... and assigns, a mechanic's
lien, the verified statement and claim for which bears date the... day of
....., 19...., was executed by..... against..... and was filed for record
in the office of the Register of Deeds in and for the County of....., State of
Minnesota, on the... day of..., 19...., and recorded in Book.....
of....., page....., together with all right and interest in and to the debt
thereby secured; and hereby constitute... and appoint... said part... of the sec-
ond part..... attorney... irrevocable to collect and receive said debt, and to
foreclose, enforce, and satisfy said mechanic's lien the same as the assignor... might
or could have done were these presents not executed, but at the cost and expense of
the part... of the second part.

In Testimony Whereof, The said part... of the first part ha..... hereunto
set..... hand... this... day of..., 19....

In Presence of

.....
.....
.....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No.
60.) Recording fee \$0.75.

Form No. 82

Assignment of Mechanic's Lien
By Corporation

KNOW ALL MEN BY THESE PRESENTS, That
a corporation under the laws of the State of....., party of the first part, in

APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 85

**Notice of Lis Pendens
General Form**

STATE OF MINNESOTA, }
 County of } ss. DISTRICT COURT,
 Judicial District.

 Plaintiff.... } File No.
 vs. }
 } Notice
 } of
 } Lis Pendens
 }
 Defendant.... }

Notice is Hereby Given, That the above entitled action has been commenced and the complaint therein is now on file in the office of the clerk of the District Court above named; that the names of the parties to said action are as above stated; that the real property affected, involved and brought in question by said action is the tract... of land in the County of....., State of Minnesota, described as follows, to-wit:

Notice is further given that the object of said action is:
 Dated....., 19....

 Plaintiff's Attorney.
 Minnesota

(Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 86

**Notice of Lis Pendens
Foreclosure of Mechanic's Lien**

STATE OF MINNESOTA, }
 County of } ss. DISTRICT COURT
 Judicial District.

 Plaintiff.... } File No.
 vs. }
 } Notice
 } of
 } Lis Pendens
 }
 Defendant.... }

Notice is Hereby Given, That the above entitled action has been commenced and is pending in the Court above named, and that the purpose of said action is to establish and foreclose a lien or liens of record in the office of the Register of Deeds of above named county in Book..... of....., page....., which lien... based upon the construction or improvement of the premises described in the summons in said action, a true copy of which Summons is as follows, to-wit:

"The State of Minnesota to the Above Named Defendant:

You are hereby summoned and required to answer the complaint in the action above entitled, which complaint has been filed in the office of the clerk of said court, and to file your answer to said complaint in said office of said clerk of said court within twenty (20) days after the service of this summons upon you, exclusive of the day of such service, and that if you fail to answer said complaint within the time aforesaid, the plaintiff above named will apply to the court for the relief demanded in said complaint:

You are further hereby notified that this action is one to enforce and foreclose a lien for the sum of..... DOLLARS, on the tract..... of land in the County of....., State of Minnesota, described as follows, to-wit:..... for labor, material..... furnished in the following improvement thereof, to-wit:
 Dated....., 19....

.....
 Attorney for Plaintiff.....
 Minnesota."

And Plaintiff.... advised that the within named Defendant.... claim.... some

APPENDIX NO. 1—CONVEYANCING FORMS

right, title, lien or interest, legal or equitable, in said premises, the particulars of which are unknown to Plaintiff.

Dated, 19....

Attorney for Plaintiff.

(Filing back same as in Form No. 60.) Recording fee \$1.00.

Form No. 87

**Discharge of Notice of Lis Pendens
Partial or Complete**

STATE OF MINNESOTA, County of	} ss.	DISTRICT COURT, Judicial District.
..... vs. Plaintiff.... Defendant....		

Know All Men by these Presents, That the undersigned..... do hereby certify that a certain Notice of Lis Pendens, in the above entitled action, which has been pending in the above named Court, and which affected, involved and brought in question the real estate, situate in the County of..... and State of Minnesota, described as follows, to-wit:
 and which was filed for record in the office of the Register of Deeds of said County of..... on the..... day of....., 19...., and recorded in Book..... of....., on page....., is hereby discharged and said action has been dismissed so far as it pertains to the above described real property. And the Register of Deeds of said County is hereby authorized and directed to discharge the same upon the record thereof, according to the statute in such case made and provided.

In Testimony Whereof, The undersigned ha... hereunto set..... hand..

In Presence of

.....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 88

Decree of Distribution

STATE OF MINNESOTA, County of	} ss.	IN PROBATE COURT, File No..... Decree of Distribution
In the Matter of the Estate of Deceased.		

The above entitled matter came on to be heard on the..... day of....., 19...., upon the petition of the representative of said estate for the distribution of the residue of said estate to the persons thereunto entitled.

The representative of said estate appeared.....

And the court having considered the evidence produced at said hearing, the arguments of counsel, and the files and records in said matter, finds the following facts:

FIRST—That notice of said hearing has been duly given and served as required by law and the citation of this court.

SECOND—That the said estate has been in all respects fully administered, and the expenses of the administration thereof and of the last sickness and burial of said decedent, and all claims allowed against said estate have been fully paid..... and that said representative has filed..... final account herein which has been settled and allowed by the Court.

THIRD—That said decedent died..... testate on the..... day of..... 19....

FOURTH—That the residue of the estate of said decedent for distribution consists of the following property, to-wit:

(A) Personal property of the value of \$..... comprising the following items, viz.:

APPENDIX NO. 1—CONVEYANCING FORMS

(B) Real property described as follows: The homestead of decedent situate in the County of....., State of Minnesota, described as follows, to-wit:

(C) Other tract... of land lying and being in the County of....., State of Minnesota, described as follows, to-wit:

FIFTH—That the following named persons are the..... of said decedent, and are all of the persons entitled to the residue of said estate of said decedent, to-wit:

Now, Therefore, On motion of representative of said estate, and by virtue of the power and authority vested in this court by law, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the said court does hereby ORDER, ADJUDGE AND DECREE, that all and singular the above described personal property be, and the same hereby is, assigned to and vested in the above named persons, in the following proportions and estates, to-wit:

And that the title to the above described real estate..... has passed to and is hereby assigned to and vested in the above named persons in the following proportions and estates, to-wit:.....

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said above named person..... heirs and assigns; without prejudice, however, to any lawful conveyance of said property or any part thereof by said persons, or any of them, heretofore made.

Dated at....., this.....day of....., 19....

.....
Judge of Probate.

STATE OF MINNESOTA, }
County of } ss. PROBATE COURT

I, of the Probate Court, within and for said County, and Custodian of the Seal and Records of said Court, do hereby certify that I have compared the foregoing copy..... with the original record thereof preserved in this office and have found the same to be a correct transcript of the whole thereof.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of said Court, at..... in said County, this.....day of....., 19.....

..... of the Probate Court.

Filing Back

File No. STATE OF MINNESOTA, County of	IN PROBATE COURT In the Matter of the Estate of Deceased. (NAME OF INSTRUMENT) Office of Register of Deeds, State of Minnesota,	County of I hereby certify that the within Instrument was filed in this office for record on the.....day of....., 19..... at..... o'clock.....M., and was duly recorded in Book..... of..... page..... Register of Deeds. Deputy. Transfer entered this..... day of....., 19..... County Auditor. Deputy.	Filed this.....day of....., 19....., and recorded in Book..... of Decrees, page..... of Probate Court.	Recording Fee \$1.50
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Form No. 89
Decree of Distribution

STATE OF MINNESOTA, }
County of } ss.
In the Matter of the Estate of }
Deceased. }

IN PROBATE COURT,
File No.....
Decree of Distribution
of Exempt Estate

APPENDIX NO. 1—CONVEYANCING FORMS

The above entitled matter came on to be heard on the.....day of....., 19.... upon the petition of the representative of said estate stating that the property of said decedent described therein is claimed to be exempt from the payment of debts, and praying, among other things, that the whole of said estate be closed forthwith and judgment entered for the immediate distribution of said property to those thereunto entitled.

The representative of said estate appeared..... And the court having considered the evidence produced at said hearing, the arguments of counsel, and the files and records in said matter, finds the following facts:

FIRST—That notice of said hearing has been duly given and served as required by law and the citation of this court.

SECOND—That said decedent died.....testate on the.....day of 19.....

THIRD—That the residue of the estate of said decedent for distribution consists of the following property, to-wit:

(A) Personal property of the value of \$.....comprising the following items, viz.:

(B) Real property described as follows: The homestead of decedent situate in the County of....., State of Minnesota, described as follows, to-wit:

FOURTH—That all of said property is exempt from the payment of debts of said decedent by reason of the following facts:

FIFTH—That the following named persons are the.....of said decedent, and are all of the persons entitled to the hereinbefore described property.....

Now, Therefore, On Motion of and by virtue of the power and authority vested in this court by law, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the said court does hereby ORDER, ADJUDGE AND DECREE, that all and singular the above described property, be, and the same hereby is assigned to and vested in the above named person...in the following proportions and estates, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, to the said above named person...heirs and assigns; without prejudice, however, to any lawful conveyance of said property or any part thereof by said persons or any of them heretofore made.

Dated at....., this.....day of....., 19.....

Judge of Probate.

(Certificate and filing back same as in Form No. 88.) Recording fee \$1.50.

Form No. 90

Decree of Descent

STATE OF MINNESOTA,	}	ss.	IN PROBATE COURT,
County of			File No.....
In the Matter of the Estate of	}		Decree of Descent
..... Deceased.			

The above entitled matter came on to be heard on the.....day of....., 19...., upon the petition of praying for the judicial determination of the descent of the real estate hereinafter described belonging to said decedent at the time of h... death. The said petitioner appeared in person.....and.....appeared in opposition to said petition; and the court having duly considered said petition, and the evidence adduced in relation thereto finds the following facts:.....

FIRST—That due notice of said hearing was given by the publication of the order for hearing on said petition heretofore entered herein.....

SECOND—That the petitioner's interest in the lands hereinafter described is as follows, to-wit:

THIRD—That the above named decedent died at....., in the County of, State of, on the.....day of....., 19...., leaving..... last will and testament..... and that more than five years have elapsed since the death of said decedent, and that no will has been probated nor administration had upon.....estate in the State of Minnesota.

FOURTH—That said decedent, at the time of:.....death, was the owner and seized of the tract...of land in the County of....., State of Minnesota, described as follows, to-wit:

FIFTH—That the following named persons are the..... of said decedent and the persons entitled to h.....estate and the lands herein described, to-wit:

AS A CONCLUSION FROM THE FOREGOING FACTS, IT IS ORDERED, ADJUDGED AND DECREED, That all and singular the above described lands descended to, and are the property of, the above named person...and that the same

APPENDIX NO. 1—CONVEYANCING FORMS

be, and hereby are, vested in and assigned to the above named person...., in the following proportions, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said above named persons, their heirs and assigns; without prejudice, however, to any lawful conveyance of said property or any part thereof by said persons, or any of them, made.
 Dated at....., this.....day of....., 19.....

.....
 Judge of Probate.
 (Certificate and filing back same as in Form No. 88.) Recording fee \$1.25.

Form No. 91

Decree for Conveyance Pursuant to Decedent's Contract

STATE OF MINNESOTA, }
 County of } ss. IN PROBATE COURT,
 File No.....
 In the Matter of the Estate of }
 } Decree for Conveyance
 Deceased. }

The above entitled matter came on to be heard on the.....day of....., 19.... upon the petition of.....for conveyance of certain real estate therein described, pursuant to a contract in writing made by..... Said petitioner...appeared in person..... and.....appeared in opposition to said petition; and the court having duly considered said petition, and the evidence adduced in relation thereto finds the following facts:

That due notice of said hearing was given by publication of the order for hearing on said petition heretofore entered herein.....

That said decedent was at the time of.....death obligated by said contract to convey to..... by..... deed, the tract...of land lying in the County of....., State of Minnesota, described as follows, to-wit: upon performance of the terms of said contract by said vendee...., and that the vendee's interest in said contract is now owned by.....

That the terms and conditions of said contract upon the performance of which the vendee...therein named,.....should be entitled to such conveyance have been performed; that said decedent, if now living, might be compelled to make such conveyance to said petitioner....; and that it appears to the satisfaction of the court that such conveyance should now be made.

It is Therefore Hereby Ordered, That as.....of the estate of said decedent, be and hereby is authorized and directed to convey said land to said petitioner...by.....deed, pursuant to the terms of said contract.

Dated at....., this.....day of....., 19.....

 Judge of Probate.

(Certificate same as in Form No. 88.)

Filing Back

File No.	STATE OF MINNESOTA, County of PROBATE COURT In the Matter of the Estate of Deceased. (NAME OF INSTRUMENT) Office of Register of Deeds, State of Minnesota, County of I hereby certify that the within instrument was filed in this office for record on the..... day of....., 19...., at.....o'clockM., and was duly recorded in Book of..... page..... By Register of Deeds. Deputy. Filed this.....day of....., 19....., and recorded in Book.....of Deeds, page.....of Probate.
Recording Fee \$1.25	

APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 92

Order of License, to Sell Land at Private Sale

STATE OF MINNESOTA, } ss. County of

IN PROBATE COURT,

File No.....

In the Matter of the Estate of

Order of License to Sell Land at Private Sale

The above entitled matter came on to be heard by the Court on the..... day of....., 19....., upon the petition of..... as.....

(Representative or Guardian) in the above entitled matter, praying for license to sell certain lands described in said petition; and the Court having heard the said petition and all the evidence adduced in support thereof, and having duly considered the same and examined the files and records in said matter, finds the following facts:

FIRST—That notice of said hearing was served upon all persons interested in said matter by the publication of the citation for hearing on said petition heretofore entered herein

SECOND—That the said..... appeared at said hearing in person..... and was duly examined relative to said matter by the Court and that..... appeared in opposition to said petition.....

THIRD—That it would be for the best interests and benefit of the said estate that the property hereinafter described, be sold.....

It is Therefore Ordered, FIRST—That the said..... of said estate be, and hereby is, licensed and directed to sell said real estate herein described, in the order herein described, at private sale, to-wit: The tract... of land situate and being in the County of....., State of Minnesota, described as follows, to-wit:

SECOND—That before making sale of said real estate, or any part thereof, the said..... take, subscribe, and file in this court the oath in such case required by law, and execute and file in this court a bond, with sufficient sureties, to the Judge of this Court, and his successors in office, in the penal sum of..... Dollars, conditioned as required by law in such cases, and cause the said real estate to be re-appraised by..... and....., competent persons to make said appraisal, who are hereby appointed by this court to make such re-appraisement upon their qualifying according to law.

THIRD—That the said..... shall not sell said real estate, or any part thereof, for less than its full appraised value as fixed and determined by the appraisers herein appointed to appraise the same; and shall not, directly or indirectly, purchase or be interested in the purchase of any part of the said real estate so to be sold; and that upon the sale of said real estate, or any part thereof, the said..... shall make report of all the proceedings therein to this court.

Dated at....., this..... day of....., 19.....

Judge of Probate.

(Certificate same as in Form No. 88. Filing back same as in Form No. 91.) Recording fee \$1.25.

Form No. 93

Order Confirming Private Sale Made Pursuant to License

STATE OF MINNESOTA, } ss. County of

IN PROBATE COURT,

File No.....

In the Matter of the Estate of

Order Confirming Private Sale Made Pursuant to License

The above entitled matter came on to be heard on the..... day of....., 19....., upon the report of..... as.....

(Representative or Guardian) in the above entitled matter of the sale by..... of certain lands pursuant to the order of license of this court to..... granted therefor, and..... petition for the confirmation of said sale; and the court having considered the said report and examined..... relative to the same, and having examined the files and records in said matter, finds herein the following facts, to-wit:

FIRST—That pursuant to a petition duly made and filed in this court, and the citation of this court duly issued for hearing on said petition, and notice of said hearing duly given as provided by law, and a hearing duly had by this court on said petition, an order of license in said above entitled matter was duly made and filed in this court whereby the said..... of said estate was authorized and directed to sell at private sale the real estate hereinafter described.

SECOND—That pursuant to said order of license, the said..... took, subscribed and filed in this court the oath required by law and the said order

APPENDIX NO. 1—CONVEYANCING FORMS

of license, before making the sale of real estate specified in said report and hereinafter referred to; and also before making said sale, executed and filed in this court the bond required by law and said order of license, which bond was duly approved by this court.

THIRD—That the said before making said sale, did cause the real estate hereinafter and in said order of license described to be re-appraised by the persons appointed for that purpose in said order of license, and their re-appraisal thereof to be filed in this court.....

FOURTH—That on the.....day of....., 19....., the said..... pursuant to said order of license, did sell, at private sale, to..... for the sum of.....DOLLARS, the tract....of land, described in said order of license, lying and being in the County of....., State of Minnesota, described as follows, to-wit:

FIFTH—That the sum...for which said land...so sold... not disproportionate to the value thereof, nor less than the value thereof as appraised by said appraisers appointed by this court to appraise the same, and that said sale..... honestly and fairly made, and that said.....was not a purchaser at said sale, and was not interested, directly or indirectly, in the purchase of said real estate at said sale thereof.

It is Therefore Ordered, That said sale....be, and the same hereby..... in all things confirmed; and that the said.....be, and.....hereby is, authorized and directed to execute and deliver to said purchaser good and sufficient deed...of conveyance, upon compliance by.....with the terms of said sale.

Dated at....., this.....day of....., 19.....

.....
Judge of Probate.

(Certificate same as in Form No. 88. Filing back same as in Form No. 91.)
Recording fee \$1.50.

Appendix No. 2

Session Laws

Includes annotations, amendments and repeals of provisions of former statutes and the session laws, the text of which is not included in Mason's Minn. Stat. 1927, or in this supplement.

Territorial Laws 1851, c. 3.

4. Order of industrial commission requesting changes in nurses' home on University campus for fire protection purposes is of no legal effect. Op. Atty. Gen., May 26, 1933.

Special Laws 1855, c. 29.

Special school district No. 26, whose boundaries are coterminous with those of the city of Hastings, may levy a tax up to 35 mills under authority of Chapter 292, Laws 1921, constitutionality of which is sustained. State v. Bown, 248NW822.

Special Laws 1864, c. 15.

This special act may not be amended either as to limits of district or terms or manner of election of officers. Op. Atty. Gen., Jan. 31, 1933.

Gen. Stats. 1866, c. 29.

Even though the plat did not conform to c. 29, Gen. Stat. 1866, it effected a common-law dedication to the public of the streets and alleys thereon designated. Doyle v. B., 182M556, 235NW18. See Dun. Dig. 2646(16), 2652(33).

Laws 1921, c. 292, is not unconstitutional as modification of this act, as amended by Sp. Laws 1889, c. 132, but is rather a repeal of part of it. State v. Brown, 249NW569.

Laws 1868, c. 1, §5.

The attempt to create the elective office of president of Board of Regents was unauthorized and without effect, and chancellor of University need not give a bond. Op. Atty. Gen., Dec. 21, 1931.

Laws 1868, c. 54.

Mankato school board has power to sell abandoned school building several blocks removed from site of new building, without vote of district. Op. Atty. Gen., Mar. 7, 1933.

Laws 1870, c. 31.

Laws 1923, c. 317, governs elections in city of Montgomery in all matters not specifically provided for in this act, but this act prevails in case of inconsistency. Op. Atty. Gen., Mar. 14, 1933.

Act Feb. 29, 1872 (Laws 1902, c. 99).

Repealed by Laws 1929, c. 371, §8.

Special Laws 1875, c. 139.

11. Village council of Delavan could immediately call a second special election upon the proposition of building a combined city hall, fire station and jail which failed in the first election to carry. Op. Atty. Gen., Oct. 16, 1931.

15. This section was repealed by Laws 1929, c. 413, and village council may fill vacancy in office of justice of peace. Op. Atty. Gen., Mar. 24, 1933.

17. Council of village of Lamberton has power to require license for dogs, whether running at large or on owners' premises. Op. Atty. Gen., June 2, 1932.

Laws 1877, c. 61.

Council of village of Lamberton has power to require license for dogs, whether running at large or on owners' premises. Op. Atty. Gen., June 2, 1932.

Special Laws 1878, c. 20.

Agricultural land may be detached from village either under general law or under special acts under which village was organized. New York Life Ins. Co. v. V., 187 M119, 244NW553. See Dun. Dig. 85a, 87.

Special Laws 1878, c. 157.

1, 7, 9. Minneapolis home rule charter, c. 13, §4, held not to apply to the school building and hence the board of education is not required to submit the location and design of the building to the planning commission for approval. 181M576, 233NW834. See Dun. Dig. 6525, 6768, 8656.

Special Laws 1879, c. 8.

Council of village of Lamberton has power to require license for dogs, whether running at large or on owners' premises. Op. Atty. Gen., June 2, 1932.

Special Laws 1879, c. 247.

Road vacated by Laws 1929, c. 145.

Special Laws 1881, c. 145.

County board had no jurisdiction of a petition of a landowner asking that his land be set out from the Albert Lea school district. Op. Atty. Gen., July 8, 1931.

Special Laws 1883, c. 314.

Repealed by Laws 1929, c. 7, effectuate Dec. 31, 1929.

Special Laws 1883, c. 316.

Amended by Sp. Laws 1891, c. 361.
Repealed Mar. 26, 1929, c. 89.

Laws 1885, c. 145.

See notes under §1111.

19.

The Village of Kenyon cannot enter into a contract for the purchase of electric generating equipment for a proposed municipal light plant to be paid for out of future earnings, nor can it issue warrants payable in the future out of such earnings. Op. Atty. Gen., Oct. 10, 1931.

Special Laws 1885, c. 175.

This act sufficiently expresses its subject in its title. State v. County of Mower, 185M390, 241NW60. See Dun. Dig. 8920.

This act was not repealed by either Laws 1913, c. 235, or Laws 1921, c. 323. State v. County of Mower, 185M390, 241NW60.

Special Laws 1887, c. 1.

Board of education of South St. Paul has power to purchase real estate for school purposes without authorization by voters. Op. Atty. Gen., April 28, 1932.

Special Laws 1887, c. 2, §2.

Vacancy in office of assessor in village of Litchfield must be filled by special election. Op. Atty. Gen., Apr. 14, 1932.

Special Laws 1887, c. 5.

Laws 1903, c. 165, is a complete independent legislative enactment and is not controlled by any of the provisions of this act relative to the removal of officers, and the mayor of Winona may remove any of the commissioners for any of the grounds specified in the 1903 law as provided therein, and neither the city council nor the board of municipal works has any part in the proceedings. Op. Atty. Gen., May 4, 1931.

Laws 1887, c. 8.

Board of education of South St. Paul has power to purchase real estate for school purposes without authorization by voters. Op. Atty. Gen., April 28, 1932.
c. 27. See Op. Atty. Gen., Apr. 14, 1932, under c. 2, §2.

Special Laws 1889, c. 34.

18. Amended Laws 1907, c. 465; Laws 1911, c. 126; Laws 1917, c. 482; Laws 1919, c. 303; Laws 1921, c. 201; Laws 1923, c. 413; Laws 1927, c. 424; Laws 1929, c. 129.

Special Laws 1889, c. 132.

State v. Brown, 249NW569.

Special Laws 1889, c. 351.

1 (9).

Amended, Laws 1921, c. 362, §1; Laws 1929, c. 423, §1.
52. Amended, Laws 1907, c. 302; Laws 1913, c. 420, §1; Laws 1919, c. 308, §2; Laws 1921, c. 362, §4; Laws 1927, c. 317, §2; Laws 1929, c. 423, §2.

Special Laws 1889, c. 403.

Amended. Laws 1933, c. 428.

Special Laws 1891, c. 45.

Offices of constable and councilman of Le Sueur are incompatible. Op. Atty. Gen., May 1, 1933, May 9, 1932.

Special Laws 1891, c. 59.

1. Amended by Laws 1931, c. 251.

10. Amended by Laws 1915, c. 66; Laws 1929, c. 134.

Special Laws 1891, c. 361.
Repealed Mar. 26, 1929, c. 89.

Special Laws 1891, c. 423.
Repealed Mar. 9, 1929, c. 69, §3.

Gen. Stats. 1894, §1069.

There is no statute regarding depositaries which is applicable to the city of Marshall. Op. Atty. Gen., June 18, 1931.

Laws 1895, c. 8.

See annotations under §§1933-65 of Statutes.

Mayor and alderman of city of Melrose may not serve as members of water board, which it is their duty to appoint, but one a member of commission before election as member of council may hold both offices. Op. Atty. Gen., Sept. 21, 1932.

Mayor and alderman may not draw additional salary for services as members of water board. Op. Atty. Gen., Sept. 21, 1932.

Laws 1895, c. 257.

This act was not repealed by R. L. 1905, §781. Op. Atty. Gen., Oct. 6, 1931, Oct. 10, 1931.

Laws 1895, c. 257, §207.

Neither mayor nor alderman of city may draw extra compensation while serving on board of equalization of city. Op. Atty. Gen., Sept. 21, 1932.

Laws 1901, c. 252.

This act is repealed by Mason's Minn. Stats., §10978. Op. Atty. Gen., Apr. 27, 1933.

Laws 1903, c. 165.

This law is a complete independent legislative enactment, and is not controlled by any of the provisions of Special Laws 1887, c. 5, and the Mayor of Winona may remove any of the commissioners for misconduct, etc., after hearing, etc., and neither the city council nor the board of municipal works has any part in the proceedings. Op. Atty. Gen., May 4, 1931.

Laws 1903, c. 289.

Op. Atty. Gen., Apr. 28, 1932; note under Special Laws 1887, cc. 1, 8.

7.

Board of education of South St. Paul must accept the city recorder as the secretary thereof, and may not select one of its own choice. Op. Atty. Gen., Aug. 29, 1931.

Laws 1905, c. 5.

Congressional townships in Red Lake Indian Reservation must be counted as other townships in determining whether or not Clear Water County comes within the provisions of this law. Op. Atty. Gen., Oct. 31, 1931.

Laws 1907, c. 50.

Op. Atty. Gen., Apr. 28, 1932; note under Special Laws 1887, cc. 1, 8.

Laws 1907, c. 316.

This act is still in force as to those townships not coming within classification set forth in §1089-1. Op. Atty. Gen., Mar. 8, 1933.

Laws 1909, c. 361.

2, 4.

Amended, Laws 1913, c. 203; Laws 1915, c. 137; Laws 1917, cc. 481, 510; Laws 1919, c. 304, §4; Laws 1921, c. 336, §4; Laws 1923, c. 307; Laws 1929, c. 317.

Laws 1911, c. 80.

1.

Amended, Laws 1913, c. 190; Laws 1915, c. 83; Laws 1919, c. 304, §8; Laws 1921, c. 336, §9; Laws 1923, c. 307, §6; Laws 1927, c. 420, §5; Laws 1929, c. 306.

Laws 1911, c. 148.

1.

Annual meeting having failed to fix salaries of school board members, such members may not be paid compensation in previous year but there may be special meeting for purpose of fixing salaries. Op. Atty. Gen., Sept. 12, 1933.

Laws 1913, c. 58.

1.

Half of funds received by county must be used for school purposes. Op. Atty. Gen., Sept. 20, 1932.

Laws 1913, c. 193.

1.

Amended, Laws 1921, c. 207; Laws 1929, c. 422, §1.

Laws 1913, c. 235.

91.

This section repealed Laws 1913, c. 75. Op. Atty. Gen., June 18, 1931.

Laws 1913, c. 348.

2.

State executive council has power to petition for vacation of city street for extension of capitol grounds. Op. Atty. Gen., Mar. 8, 1933.

Gen. Stats. 1913, §824.

Amended, Laws 1915, c. 133; Laws 1917, c. 474; Laws 1919, c. 304; Laws 1921, c. 336; Laws 1923, c. 307; Laws 1927, c. 420; Laws 1929, c. 305.

Gen. Stats. 1913, §§874, 875.

Amended, Laws 1915, c. 135; Laws 1917, c. 472; Laws 1919, c. 304, §2; Laws 1921, c. 336, §2; Laws 1923, c. 307, §2; Laws 1925, c. 372; Laws 1927, c. 420, §2; Laws 1929, c. 338.

Laws 1915, c. 23.

Repealed by Act Jan. 6, 1934, Ex. Ses., c. 46, §38.

Laws 1915, c. 142.

1.

Amended, Laws 1917, c. 434, §1; Laws 1919, c. 304, §6; Laws 1921, c. 336, §6; Laws 1923, c. 307, §4; Laws 1929, c. 391.

Laws 1917, c. 187.

Money necessary to pay old age pensions should be levied by county board rather than poor and hospital commission. Op. Atty. Gen., Oct. 8, 1932.

Laws 1917, c. 263.

3, 7.

Amended by Laws 1921, c. 285; Laws 1923, c. 262; Laws 1925, c. 90; Laws 1929, c. 242.

Laws 1919, c. 23.

Amended by Laws 1933, c. 46.

Laws 1919, c. 101.

Repealed by Act Feb. 14, 1933, c. 21.

Increase in population in Stearns County to 62,000 automatically removed county from classification under this act, and salaries of county commissioners are governed by Mason's Stat. 1927, §656. Op. Atty. Gen., Aug. 2, 1932.

Laws 1919, c. 224.

Repealed Apr. 15, 1933, c. 284, §16.

Laws 1919, c. 267.

3.

Amended by Laws 1931, c. 261, and prior appropriations validated.

Laws 1919, c. 294.

1.

Amended by Laws 1929, c. 205.

Laws 1919, c. 331.

1.

Amended by Laws 1929, c. 128.

Laws 1919, c. 463.

12(13).

Amended by Laws 1931, c. 292.

Laws 1921, c. 133.

10.

Amended, Laws 1923, c. 419; Laws 1927, c. 184; Laws 1929, c. 187.

14.

Amended, Laws 1923, c. 419, §14; Laws 1925, c. 398, §2; Laws 1929, c. 359.

Laws 1921, c. 202.

Amended, Laws 1929, c. 376.

Laws 1921, c. 265.

Due to reduction in assessed valuation, Fillmore County does not come within this act as regards clerk hire in office of register of deeds. Op. Atty. Gen., May 16, 1933.

Laws 1921, c. 292.

This act is constitutional. State v. Brown, 248NW822. Special school district No. 26 of Hastings may levy tax up to 35 mills. Id.

This act is not unconstitutional as a modification of Special Laws 1866, c. 29, as amended by Special Laws 1889, c. 132, but is rather a repeal of part of the special law. State v. Brown, 249NW569.

Laws 1921, c. 323.

This act did not repeal Special Laws 1855, c. 175, requiring Mower County to build and maintain all bridges therein. State v. County of Mower, 185M390, 241NW60.

This act repealed Laws 1913, c. 75. Op. Atty. Gen., June 18, 1931.

Laws 1921, c. 362.

1. Amended by Laws 1929, c. 423, §1.

Laws 1921, c. 437.

Amended by Laws 1933, c. 284.
In event there is not room in court house for office of county attorney, county board is prohibited from paying any office rent for him elsewhere. Op. Atty. Gen., May 1, 1933.

3. Repealed by Laws 1929, c. 384, §2.

Laws 1921, c. 460.

5. Amended by Laws 1923, c. 351; Laws 1929, c. 385.

Laws 1921, c. 492.

County board of St. Louis County had authority to employ expert technical assistance in analyzing and classifying the duties of county employees, with a view to standardization of duties and of compensation. Op. Atty. Gen., Sept. 12, 1931.

14. Amended. Laws 1933, c. 370.

18. Amended by Laws 1929, c. 243.

Laws 1921, c. 525.

§§3, 4, 5, 7, amended by Laws 1929, c. 346.

Laws 1923, c. 99.

County board of St. Louis County had authority to employ expert technical assistance in analyzing and classifying the duties of county employees, with a view to standardization of duties and of compensation. Op. Atty. Gen., Sept. 12, 1931.

Laws 1923, c. 129.

The county board has power to lay out a road authorized by act, although it is wholly within a township. County of Becker v. S., 186M401, 243NW433. See Dun. Dig. 8476.

In so far as act relates to highways to be established connecting public roads with navigable streams, is not unconstitutional as special legislation. County of Becker v. S., 186M401, 243NW433. See Dun. Dig. 1691.

Offer by private individuals to defray cost of right of way and construction did not vitiate, although it may have influenced, action of county board in establishing highway. County of Becker v. S., 186M401, 243NW433. See Dun. Dig. 8476.

Laws 1923, c. 238.

20. Amended by Laws 1929, c. 241, §1.

48. Amended by Laws 1929, c. 241, §2.

52. Amended by Act Feb. 28, 1929, c. 45, effective May 1, 1929.

Laws 1923, c. 419.

6. Amended by Laws 1927, c. 125, §1; Laws 1929, c. 152.

16. Amended by Laws 1925, c. 398, §3; Laws 1929, c. 301.

Laws 1925, c. 7.

Repealed by Act Feb. 9, 1933, c. 16, §4.

Laws 1925, c. 85.

7. Amended Feb. 28, 1929, c. 45, effective May 1, 1929.

Laws 1925, c. 91.

2. Amended by Laws 1929, c. 161.
Amended Laws 1933, c. 432.

4. Amended Laws 1933, c. 432.

In event there is not room in court house for office of county attorney, county board is prohibited from paying any office rent for him elsewhere. Op. Atty. Gen., May 1, 1933.

6. Amended Laws 1933, c. 432.

8. Amended by Laws 1929, c. 161.

9. Amended Laws 1933, c. 432.

11. Amended Laws 1933, c. 432.

Superintendent of schools of Morrison County was not authorized to appoint an assistant, and county board cannot determine a salary for an assistant. Op. Atty. Gen., May 1, 1933.

13. Amended by Laws 1929, c. 161.

15. Amended by Laws 1929, c. 161.

Amended by Laws 1933, c. 432.

16. Laws 1933, c. 432, adds §16.

Probate judge is neither required to nor authorized to make charge for acknowledgments when they relate and pertain to his office as such, but if charge is made, fee should be turned into county. Op. Atty. Gen., June 22, 1933.

Probate judge performing marriage ceremonies is not required to turn over fee to county. Id.

Laws 1925, c. 259.

3. Amended by Laws 1929, c. 194.

Laws 1925, c. 370.

Repealed by Laws 1929, c. 317, §5; and Laws 1931, c. 258, §5.

Laws 1927, c. 105.

1. Amended by Laws 1929, c. 377.

Laws 1927, c. 119.

Where owner of business property fails to pay taxes for eight years or more, city has no remedy to compel payment of the taxes or prevent the owner from using the property, but may attach rents, if any part of the property is rented. Op. Atty. Gen., Dec. 23, 1931.

Laws 1927, c. 225.

Amended by Laws 1933, c. 284.

Laws 1927, c. 317.

2. Amended by Laws 1929, c. 423, §2.

Laws 1927, c. 418.

Bonds discharged. Act. Mar. 9, 1929, c. 49.

Laws 1927, c. 420.

2. Amended by Laws 1929, c. 338.

4. Amended by Laws 1929, c. 339.

Laws 1929, c. 20.

Amended by Laws 1933, c. 432.

Laws 1929, c. 37.

Amended by Laws 1931, c. 254.

The commission system is not applicable to Ramsey county and city of North St. Paul is legally obliged to pay county of Ramsey any amount expended by it for old age pensions to residents of such city. Op. Atty. Gen., June 4, 1933.

Laws 1929, c. 38.

Act continuing Bank Tax Commission and appropriating money therefor. Laws 1931, c. 275.

Laws 1929, c. 69.

Act does not affect right of clerk of court to receive and retain the per diem allowed for services on board of audit. Op. Atty. Gen., May 23, 1929.

1. Amended by Laws 1933, c. 143.

Laws 1929, c. 88.

Amended by Laws 1933, c. 178.

Laws 1929, c. 107.

Amended by Laws 1929, c. 307.
Amended by Laws 1931, c. 28.

Laws 1929, c. 116.

The evidence supports the finding that money paid to the city of St. Paul by Ramsey County was an advancement, and not an outright payment of part of the cost of a street improvement. Ballard Storage & Transfer Co., 182M183, 233NW861. See Dun. Dig. 2242(27).

Laws 1929, c. 122.

State cannot reimburse county out of trunk highway fund amount expended for right of way for new road built by county and later designated and taken over by state as trunk highway. State v. Babcock, 186M132, 242NW474.

Laws 1929, c. 127.

1. Amended by Laws 1931, c. 194.

Amended Apr. 15, 1933, c. 285.

Laws 1929, c. 133.

Laws 1931, cc. 35, 279, do not repeal Laws 1929, c. 133, so as to prevent vote to reimburse town treasurer at special town meeting. Op. Atty. Gen., July 8, 1932.

Laws 1929, c. 147.

1. Amended by Laws 1931, c. 110.

Laws 1929, c. 161.

Amended by Laws 1933, c. 432.

In event there is not room in court house for office of county attorney, county board is prohibited from paying any office rent for him elsewhere. Op. Atty. Gen., May 1, 1933.

Laws 1929, c. 178.

Amended by Laws 1933, c. 292.

Laws 1929, c. 258.

S, 22, 24.

Amended by Laws 1931, c. 13.

Laws 1929, c. 284.

Safety isles on University Avenue in St. Paul constitute an integral part of the street itself, and the county may lawfully expend funds to assist in rearranging and remodeling them. Op. Atty. Gen., Feb. 26, 1931.

Laws 1929, c. 307.

Amended by Laws 1931, c. 28.

Laws 1929, c. 309.

1. Amended by Laws 1931, c. 61.

Amended by Laws 1931, c. 79.

2. Amended by Laws 1931, c. 61.
Amended by Laws 1931, c. 79, §2.
Amended by Laws 1931, c. 106.

3. Amended by Laws 1931, c. 61.

Amended by Laws 1931, c. 79.

Laws 1929, c. 305.

The classification of counties by chapter 365, Laws 1929, is sufficiently germane to the object of the act to sustain its constitutionality. *Tousley v. H.*, 182M447, 234 NW673. See Dun. Dig. 8920.

Authorizes a county to expend its funds for construction and improvement of roads within a city of fourth class lying outside county, where such roads connect with street in city of first class within county. *Tousley v. H.*, 182M447, 234NW673. See Dun. Dig. 8476.

Laws 1929, c. 371.

Ramsey county which operates under county system has no valid claim against village for old age pensions paid. Op. Atty. Gen., Apr. 19, 1933.

Laws 1929, c. 376.

180M246, 230NW637.

Laws 1929, c. 378.

As against fee owner of real property, in possession thereof at time of its enactment, chapter 378, Laws 1929, purporting to validate a prior void foreclosure sale of property, is unconstitutional. *Fuller v. M.*, 187M447, 245 NW617. See Dun. Dig. 1651.

Laws 1929, c. 384.

Repealed Apr. 15, 1933, c. 284, §19.

Laws 1929, c. 394.

This act is violative of Const. art. 16, §2. 181M409, 232 NW718. See Dun. Dig. 8452.

Laws 1931, c. 76.

Laws 1933, c. 401, reappropriates unexpended balance of appropriation.

Laws 1931, c. 87.

This act is unconstitutional as special and local legislation. *State v. County of Mower*, 185M390, 241NW60. See Dun. Dig. 1692.

Laws 1931, c. 89.

Amended, Laws 1933, c. 106.

Laws 1931, c. 102.

4. Section does not authorize county board to incur expense in anticipation of taxes to be collected by reason of levy made thereunder by county board. Op. Atty. Gen., Mar. 29, 1932.

Laws 1931, c. 103.

Op. Atty. Gen., July 11, 1931; note under §837.

Laws 1931, c. 115.

8. Appropriation could not be used for purchase of 34 acres of land. Op. Atty. Gen., Mar. 18, 1933.

Laws 1931, c. 136.

1. It is not necessary for county board to fix salary at each annual meeting. Op. Atty. Gen., Jan. 6, 1933.

Laws 1931, c. 168.

State cannot reimburse county out of trunk highway fund amount expended for right of way for new road built by county and later designated and taken over by state as trunk highway. *State v. Babcock*, 186M132, 242 NW474.

Counties may not be reimbursed for the cost of acquiring rights-of-way, except where additional land is acquired as incidental and essential to the particular permanent improvement for which reimbursement is claimed. Op. Atty. Gen., June 11, 1931.

Laws 1931, c. 192.

Amended by Laws 1933, c. 284.

Laws 1931, c. 194.

Amended by Laws 1933, c. 285.

Laws 1931, c. 297.

Title and §1 amended by Laws 1933, c. 398.

Laws 1931, c. 306.

7. Appropriation of license moneys to defray expenses for issuing motor vehicle licenses and collecting the moneys therefor, does not contravene Const. art. 16, §3. *State v. King*, 184M250, 238NW334. See Dun. Dig. 9576d. The purpose of this section is sufficiently indicated in the title of the act. *State v. King*, 184M250, 238NW334. See Dun. Dig. 8920.

7 (4).

This item appropriating \$400,000 for the year 1931 and \$420,000 for the year 1932, from the receipts of the state tax on motor vehicles, is unconstitutional. Op. Atty. Gen., June 29, 1931.

8.

Laws 1933, c. 109, makes transfer of unexpended appropriations in items 3, 4 and 5.

Laws 1931, c. 336.

Laws 1933, c. 401, reappropriates unexpended balance of appropriation.

Laws 1931, c. 395.

Act Feb. 17, 1933, c. 31, continues unexpended part of appropriation.

Laws 1931, c. 408.**10.**

This section makes an appropriation of \$3,500 for use during the "fiscal year ending June 30, 1932," but in view of Mason's Stat., §124, any unused portion of the appropriation will not be cancelled until June 30, 1933. Op. Atty. Gen., Aug. 8, 1931.

Laws 1931, c. 415.

Laws 1933, c. 299, makes an appropriation.

Laws 1931, c. 420.

This proposed amendment is not multifarious. *Winget v. H.*, 187M78, 244NW331.

Laws 1933, c. 38.

For annotations, see §2088 of Statutes, ante, herein. This act does not operate to extend date upon which sheriff must make his return under §2090. Op. Atty. Gen., May 15, 1933.

Laws 1933, c. 43.

Amended by Laws 1933, cc. 131, 338.

Laws 1933, c. 72.**4.**

Certificates of indebtedness may be made payable any time prior to Dec. 31 of year succeeding year in which tax levy certified by county auditor was made. Op. Atty. Gen., Oct. 18, 1933.

Laws 1933, c. 115.

Repealed Jan. 6, 1934, Ex. Ses., c. 46, §38.

Laws 1933, c. 131.

Amended by Laws 1933, c. 338.

Laws 1933, c. 156.

Law applies to levies for state loan bonds and interest. Op. Atty. Gen., July 17, 1933.

Laws 1933, c. 159.

Repealed and re-enacted, Ex. Ses., Dec. 27, 1933, c. 28, §3.

Laws 1933, c. 162.**12.**

Amended Ex. Ses., Dec. 28, 1933, c. 29.

Laws 1933, c. 166.**12.**

Probate judge is obligated to account to county for fees received for taking acknowledgments only where such services are part of duties with respect to matters pending before him. Op. Atty. Gen., July 24, 1933.

Laws 1933, c. 183.

This chapter governs compensation of county commissioners in counties to which it applies, regardless of when they took office. Op. Atty. Gen., May 6, 1933.

Laws 1933, c. 212.**2.**

Salary of county commissioners took effect May 1, but county commissioners cannot fix salaries and clerk hire of all county officers until its first annual meeting after that date. Op. Atty. Gen., May 9, 1933.

Laws 1933, c. 214.
1. Special county bond election could be held on same day as election held pursuant to this act. Op. Atty. Gen., July 28, 1933.
 Legislature intended that no election of any kind should be held on Sept. 12, other than special election provided in act. Op. Atty. Gen., Sept. 7, 1933.
5. Member of legislature may not be delegate to convention to ratify or revoke Eighteenth Amendment. Op. Atty. Gen., May 5, 1933.
 Words "and shall transmit at that time all petitions an acceptances," are meaningless and should be disregarded. Op. Atty. Gen., May 19, 1933.
 Last day for filing petitions is July 14, 1933. Id.
8. Legislature intended that laws governing general elections of state officers should apply with reference to appointment of canvassing board in connection with special election. Op. Atty. Gen., Sept. 12, 1933.
Laws 1933, c. 200.
 Wabasha county having outstanding warrants of \$22,000 against its revenue fund and an assessed valuation of \$10,000,000 may refund such outstanding warrants. Op. Atty. Gen., June 10, 1933.
Laws 1933, c. 342.
 Board of control cannot increase prices of farm machinery above maximum prices authorized by statutes even to conform to National Recovery Administration. Op. Atty. Gen., Aug. 25, 1933.
Laws 1933, c. 390.
2. Amended Jan. 5, 1934, Ex. Ses., c. 40.
Laws 1933, c. 413.
26. Legislature intended that part of appropriation to tax commission should be used in connection with investigations preliminary to making of reassessments. Op. Atty. Gen., July 27, 1933.
32. Diversion of funds. Op. Atty. Gen., Sept. 27, 1933.
34. Section authorizes lieutenant governor to expend balances accumulated over period of years in his contingent fund. Op. Atty. Gen., May 18, 1933.
36. Executive council may negotiate loan from banks where necessary to meet current demands upon revenue funds for payment of appropriations. Op. Atty. Gen., Sept. 18, 1933.
37. Payments to retirement fund by regular state employees shall be based upon their regular salary schedule without considering emergency reduction in salaries. Op. Atty. Gen., May 11, 1933.
 Salary reduction does not apply to salaries of \$1,200 or less. Op. Atty. Gen., May 23, 1933.
 A department head has large discretion as to salary reductions in his department. Id.

Reduction is applicable to entire salary and not excess of \$1,200. Op. Atty. Gen., May 23, 1933.
 Heads of departments to which no appropriations are made are to effect reductions of proximately the same amount as reductions made by heads of other departments. Id.
 This act does not affect the per diem compensation of members of board where total thereof for year is less than \$1,200. Op. Atty. Gen., June 28, 1933.
 Reduction in salaries of officers and employees of Board of Examiners in Osteopathy, Board of Electricity, Board of Chiropractic Examiners, Board of Dental Examiners, Board of Hairdressing and Beauty Culture Examiners, and Board of Examiners in Basic Sciences, discussed. Op. Atty. Gen., June 29, 1933.
 Salary of secretary of barber board must be reduced in a proximate percentage as reductions made by heads of departments. Id.

Laws 1933, c. 426.
6(5). Subsection does not arbitrarily limit payment of appropriation for boys' and girls' club work to only those county fair associations that hold regular annual fairs. Op. Atty. Gen., June 16, 1933.
Laws 1933, c. 427.
60. Appropriation to industrial commission for compensation to Gust Smith may not be assigned by Smith. Op. Atty. Gen., May 4, 1933.
Laws 1933, c. 432.
3. In event there is not room in court house for office of county attorney, county board is prohibited from paying any office rent for him elsewhere. Op. Atty. Gen., May 1, 1933.
 County attorney is not entitled to a clerk in absence of specific authorization. Id.
Laws 1933, c. 435.
 Appropriation of \$2,211.75 for repairs of St. Cloud State Teachers' College held intended to be used in satisfying claim against state for work already done. Op. Atty. Gen., July 24, 1933.
6. Money appropriated for purchase of additional lands to enlarge campus of teachers' college cannot be used for any other purpose. Op. Atty. Gen., June 2, 1933.
6(3) (b, c). Amended Jan. 9, 1934, Ex. Ses., c. 81.
6(5) (c). Amended Dec. 31, 1933, Ex. Ses., c. 38.
7. State department of education has authority to lend money for living expenses to selected individual person eligible for re-education and to charge interest thereon. Op. Atty. Gen., July 7, 1933.
Laws 1934, Ex. Ses., c. 68.
 Act Jan. 9, 1934, Ex. Ses., c. 68, authorizes reappraisal of timber on certain land.

Appendix No. 3

City Charters and Municipal Ordinances

Albert Lea.
40. Electors may sign petition for referendum although not registered pursuant to registration act. Op. Atty. Gen., Sept. 17, 1932.
88. Home Rule Charter city may compel inspection of records of public utilities for rate making purposes. Op. Atty. Gen., Apr. 21, 1933.
Anoka.
City Charter.
 In absence of express authority, city cannot appropriate public funds for Boy Scouts in such city. Op. Atty. Gen., Sept. 28, 1933.
Austin.
 Op. Atty. Gen., Apr. 28, 1931; note under Const. art. 9, §1.
City Charter, §6(26).
 City has power to regulate beauty culturists and hairdressing. Op. Atty. Gen., Aug. 7, 1933.
Bemidji.
City Charter.
 Hours during which polls shall be open at city election are governed by section 401-1 and not by section

1809. Mason's Minn. Stats. Op. Atty. Gen., Jan. 25, 1932.
14. Positions of volunteer fireman and member of city council are incompatible. Op. Atty. Gen., Mar. 2, 1933.
Blue Earth.
Home Rule Charter, §6.
 Compensation of city assessor is limited to \$2 per day for time actually and necessarily spent in making assessments and attending upon board. Op. Atty. Gen., July 25, 1933.
City Charter, c. 11, §7.
 City council is without authority to cancel heating bills for certain month. Op. Atty. Gen., Mar. 14, 1933.
Columbia Heights.
City Charter, §65.
 After budget has been prepared for year, council may reduce salaries during time which budget was prepared for only by a four-fifths vote of its members, "salaries" being distinguished from word "wages." Op. Atty. Gen., May 31, 1933.
Duluth.
 Evidence held to sustain conviction for transportation of intoxicating liquor in violation of ordinance of City of Duluth. City of Duluth v. V., 186M393, 243NW394.

31.

City may purchase automobiles without advertising for bids where old cars are not to be traded in and advertising would be a waste of time. Op. Atty. Gen., July 28, 1931.

34.

This section is superseded by Mason's Stat., §3279, with reference to examination and publication of books and accounts of cities of first class. Op. Atty. Gen., Aug. 3, 1933.

61.

Sprinkling tax is not a special assessment, and is deductible in federal income tax return. 27 U. S. Board of Tax Appeals 101.

Impure Food.

Evidence sustained conviction for selling decomposed meat in violation of city ordinance. City of Duluth v. C., 187M149, 244NW552.

Ely.

City Charter.

City warrants or orders should be paid in order of their presentation and not in order of issuance. Op. Atty. Gen., May 27, 1933.

City Charter, §208.

This section is constitutional. Op. Atty. Gen., June 23, 1932.

c. 3, §25.

In special municipal elections in city of Ely, procedure specified in §§1828-21, 1828-31, Laws 1933, c. 203, may be followed. Op. Atty. Gen., Oct. 20, 1933.

c. 10.

City has no power to enter into lease contract looking to purchase of stoker for city hall. Op. Atty. Gen., Aug. 8, 1933.

87.

Bids are not required where city purchases a parcel of land upon which a garage is situated in which it desires to store trucks and equipment, but bids are necessary if it is desired to purchase the garage without the land. Op. Atty. Gen., Oct. 12, 1933.

Eveleth.

City Charter.

One having claim against city of Eveleth, operating on cash basis, is not entitled to interest from date of allowance of claim to payment. Op. Atty. Gen., July 11, 1932.

Neither charter commission nor city council have authority to revise or supervise charter amendments presented to commission by petition, and courts have no jurisdiction to determine constitutionality until electors have acted. Op. Atty. Gen., Aug. 25, 1933.

47.

One acting as assistant assessor in city of Eveleth was not officer and there was no vacation of office by reason of his conviction of crime. Op. Atty. Gen., May 14, 1932.

Fairmont.

City Charter, §55.

City council may use surplus money accruing from public utilities owned by it for needs in general operation of city government, provided it maintains sufficient reserves to take care of maturing bonds. Op. Atty. Gen., May 22, 1933.

75.

City cannot be given less rate for water, light and heating service than other users. Op. Atty. Gen., May 22, 1933.

Fergus Falls.

Notwithstanding charter provisions, city council of Fergus Falls has authority to transfer moneys from general revenue fund to poor fund when the circumstances require it. Op. Atty. Gen., Feb. 8, 1932.

City Charter, §12.

Drug store in which member of city water and light commission is interested may not sell merchandise to city library board. Op. Atty. Gen., Sept. 18, 1933.

Laundry operated by city councilman may not do laundry work for fire department. Id.

City Charter, §95.

City and water and light commission could not contract that city receive five per cent of gross income to be distributed by city clerk to city funds or poor fund. Op. Atty. Gen., June 13, 1932.

101.

Op. Atty. Gen., June 13, 1932; note under §95.

103-105.

Op. Atty. Gen., June 13, 1932; note under §95.

Granite Falls.

City Charter, c. 2, §7.

There is no general statutory provision specifically providing procedure for calling and conducting special election to vote on bond issue or what constitutes due notice to electors. Op. Atty. Gen., Aug. 14, 1933.

Charter, c. 3, §23.

Doctor, on city council of Granite Falls, was entitled to receive compensation from insurance company for caring for injured city employees. Op. Atty. Gen., Mar. 30, 1932.

Veterinarian, who is member of city council of Granite Falls, may not be employed as city dairy inspector and receive salary therefor. Op. Atty. Gen., Mar. 30, 1932.

Railroad station agent, though member of city council of Granite Falls, may send freight or receive freight or express on railroad for which he works, providing he receives salary from railroad unaffected by city freight or express. Op. Atty. Gen., Mar. 30, 1932.

President of bank should not be permitted to write insurance policies on city property, commissions going to bank where cashier of bank is city treasurer and is stockholder in bank. Op. Atty. Gen., Mar. 30, 1932.

c. 5, §7.

Op. Atty. Gen., Aug. 14, 1933; note under c. 2, §7.

Hastings.

City Charter.

Op. Atty. Gen., April 20, 1931; note under §1828-61. Mason's Stat., 1927, §1727, supersedes provision regarding limitation upon total tax levies. State v. Brown, 248 NW322.

In addition to levy authorized by Mason's Stat., 1927, §1727, city may make levy for its valid bonded indebtedness and interest thereon incurred prior to 1929. Id.

Whether city council could be compelled to levy tax for bond or to expend tax for that purpose would depend upon wording of ordinance authorizing levy of tax, which was submitted to and carried by electors. Op. Atty. Gen., Aug. 10, 1933.

c. 5, §2.

City purchasing fire engine under conditional sales contract is not bound thereby, but may be obligated to pay value of benefits from use of engine. Op. Atty. Gen., June 3, 1932.

Hutchinson.

City Charter, c. 4, §10.

Treasurer is relieved of liability by designation of depository by city council. Op. Atty. Gen., May 31, 1933.

c. 5, §10.

Op. Atty. Gen., May 31, 1933; note under c. 4, §10.

c. 7, §5.

Notwithstanding provision in franchise to contrary, city has right to purchase public utility plant at the end of every term of five years. Op. Atty. Gen., Mar. 24, 1932.

International Falls.

Op. Atty. Gen., Apr. 27, 1931; note under §§1828-43, 1828-82.

66.

Jackson.

Ordinance is not regularly adopted where read at regular meeting and two adjournments thereof. Op. Atty. Gen., Oct. 12, 1931.

Lake City.

City Charter, c. 3, §2.

Common council may only borrow money to pay for labor in construction for sewage disposal plant in anticipation of current revenue. Op. Atty. Gen., Oct. 2, 1933.

c. 16, §1.

City may establish sewage disposal plant either under charter or under Laws 1925, c. 382. Op. Atty. Gen., Oct. 2, 1933.

c. 16, §3.

Common council may only borrow money to pay for labor in construction for sewage disposal plant in anticipation of current revenue. Op. Atty. Gen., Oct. 2, 1933.

c. 16, §4.

Sewage disposal plant may be established by improvement of day labor and purchase of material without letting contract on competitive bids. Op. Atty. Gen., Oct. 2, 1933.

Le Sueur.

City Charter.

Offices of alderman and constable are incompatible. Op. Atty. Gen., May 9, 1933.

Lindstrom.

Ord. No. 30, §12.

Cost of extension of village water system outside its limits to Fairview cemetery may be charged against Cemetery Association Permanent Improvement Fund. Op. Atty. Gen., May 21, 1933.

Mankato.

Power of council of Mankato to transfer moneys from one fund to another discussed. Op. Atty. Gen., Feb. 9, 1932.

52.

This section is self executing. Op. Atty. Gen., Oct. 5, 1931.

Mankato City Charter, §52, providing that no officer shall be connected with or in the employ of a public service corporation, etc., construed. Op. Atty. Gen., Feb. 8, 1932.

60.

Council cannot pass ordinance which refers only to building code, without setting forth provisions thereof. Op. Atty. Gen., Sept. 12, 1931.

151, 156, 157.

Relative to the making of assessments for local improvements, an adjournment of a hearing must be to a definite date, under Mankato Charter, §§151, 156, 157. Op. Atty. Gen., July 24, 1931.

Minneapolis.

To constitute an offense under the Minneapolis ordinance for having intoxicating liquor for sale there must be proof of an intent to sell. State v. Scheid, 185M496, 241NW572.

The evidence of possession of intoxicating liquor with intent to sell was insufficient to sustain a conviction. State v. Scheid, 185M496, 241NW572.

Evidence held to sustain conviction of unlawful transportation of intoxicating liquor in violation of Minneapolis ordinance. State v. Koolich, 185M654, 242W379.

Evidence held sufficient to convict for possession of intoxicating liquor for sale in violation of Minneapolis ordinance. State v. Euck, 186M203, 242NW723.

Mayor of Minneapolis has no power to remove civil service commissioner from office. Op. Atty. Gen., July 12, 1932.

Ordinance as to disorderly conduct.

1872-1925.

760, §2.

Evidence held to sustain conviction for disorderly conduct in violation of Minneapolis ordinance. State v. Boell, 249NW569.

New Ulm.

Charter.

Under provision providing that office is deemed vacant if elected officer does not qualify within ten days, city council could accept bonds of persons elected after that time, if it desired. Op. Atty. Gen., Oct. 13, 1932.

c. 3, §19.

Justice of peace may hold also office of city assessor. Op. Atty. Gen., Apr. 18, 1932.

c. 4, §15.

Council of New Ulm has right to employ private accountants to make audit of books of city. Op. Atty. Gen., Apr. 18, 1932.

c. 6, §6.

City has right to construct new sewage outlet in place of old outlet which is menace to health of community and order work done by day labor without advertising for bids. Op. Atty. Gen., Sept. 13, 1933.

Owatonna.

City Charter.

Where home rule charter of Owatonna fixed salary of members of city council, the council could not reduce such compensation, but a member thereof could make a gift of his compensation to the city. Op. Atty. Gen., Mar. 21, 1932.

c. 2, §4.

Hours, during which polling places in city of Owatonna shall be kept open at special election, are covered by Laws 1923, c. 17, but at state general elections, polls should be kept open as provided by Laws 1929, c. 198. Op. Atty. Gen., Apr. 26, 1932.

c. 7, §18.

Owatonna Armory may pay portion of expenses incurred in applying tarvia on street, if it so desires, but city may not enforce payment of assessment therefor. Op. Atty. Gen., May 18, 1932.

c. 7, §26.

Op. Atty. Gen., May 18, 1932; note under §18.

Pipestone.

City Charter, c. 8, §69(33).

City of Pipestone has authority to regulate "transient merchants" but not "transient dealers." Op. Atty. Gen., Oct. 9, 1933.

Redwood Falls.

Charter.

City of Redwood Falls has no authority either under its charter or by statute to issue scrip money in payment of labor. Op. Atty. Gen., Apr. 19, 1933.

Rochester.

City Charter, §103(12).

Council has authority to own and operate gas plant. Op. Atty. Gen., Mar. 23, 1932.

154.

Profits derived by city from sale of electricity may be used for such legitimate municipal expense as the governing body may determine. Op. Atty. Gen., Mar. 23, 1932.

Where profits from electricity have resulted in large fund, there should be reduction of rates to consumers in city. Op. Atty. Gen., Mar. 23, 1932.

St. Charles City.

Charter, §82.

City council may not make provision for compensation to be paid to members of future city councils. Op. Atty. Gen., Feb. 27, 1933.

St. Cloud.

Home Rule Charter, §113.

Expenses of snow removal should be paid from amount levied under road and bridge fund and not from an assessment for street cleaning and oiling. Op. Atty. Gen., Mar. 2, 1933.

139.

City of St. Cloud cannot use surplus from its several funds in the purchase of its water works certificates in view of St. Cloud Charter, §130, but it may invest the sinking fund in such certificate under §139 of the charter. Op. Atty. Gen., July 30, 1931.

St. James.

City Charter.

Any city whether home rule or not may elect to proceed under §§1311 to 1317 and issue bonds, or in lieu thereof, interest bearing certificates, to raise funds for municipal electric light plant. Op. Atty. Gen., Aug. 24, 1933.

Home Rule Charter, §9.

Opening and closing of polls is governed by general laws. Op. Atty. Gen., June 17, 1933.

City would be safe in following procedure provided for in Mason's Stats., §1828-31, as respects notice of special election. Op. Atty. Gen., June 24, 1933.

66.

Search warrants may be authorized by city ordinance to enforce liquor laws. Op. Atty. Gen., June 28, 1933.

St. Paul.

Op. Atty. Gen., May 6, 1931; note under §1596.

201.

The total cost of government, including schools, as limited by §201 of the St. Paul City Charter, covers the entire cost of operating and maintaining the public schools of the city, including that part of such cost paid by the city from school aid money received from the state and from the federal government. Sommers v. C., 183M545, 237NW427.

In making and fixing the amount of the St. Paul city budget and the appropriations therein in August and September, 1930, to be expended during the year 1931, the population basis to be used was the 1930 federal census, announced in July, 1930, without any additions thereto. Sommers v. C., 183M545, 237NW427.

c. 10, §155.

Vests in city council power and duty of fixing license fee, which must not be less than named minimum; charter not being self-executing. City of St. Paul v. T., 187M212, 245NW33.

Word "privilege" means a special right enjoyed by one under legislative authority, a right not belonging to public generally, a right resulting only from affirmative action of legislative authority. City of St. Paul v. T., 187M212, 245NW33.

Motor bus company using streets as common carrier without franchise or grant from city did not impliedly promise to pay annual license fee. City of St. Paul v. T., 187M212, 245NW33.

159.

Word "privilege" means a special right enjoyed by one under legislative authority, a right not belonging to

public generally, a right resulting only from affirmative action of legislative authority. City of St. Paul v. T., 187M202, 245NW33.

At common law there is a public right to operate a motor bus on public streets for transportation of passengers for hire. City of St. Paul v. T., 187M202, 245NW33.

Ord. No. 5580, §535(b).

Instruction construing ordinances regarding installation of stacks from furnaces, held correct. Wright v. H., 186M265, 243NW387.

Ord. No. 5989, §1(j).

Instruction construing ordinances regarding installation of stacks from furnaces, held correct. Wright v. H., 186M265, 243NW387.

St. Peter.

City Charter, c. 3, §26.

Neither city councilman nor his partner could take employment as laborer with contractor contracting well for city. Op. Atty. Gen., June 3, 1933.

Officers of city may deal with one another if not for purpose of influencing official action. Op. Atty. Gen., Oct. 20, 1933.

c. 5, III, §4.

City attorney acting also as clerk was entitled to retain fee for issuance of ethyl alcohol permit under Mason's Stat., §3204. Op. Atty. Gen., Aug. 30, 1933.

Shakopee.

City Charter.

City may not accept as gift power line outside city without vote of people. Op. Atty. Gen., Aug. 3, 1933.

Provision in Laws 1923, c. 317, Mason's Stat., §1806, requiring candidate to file 15 days before election does not apply to special election to fill vacancy in board of aldermen. Op. Atty. Gen., Sept. 7, 1933.

Sleepy Eye.

Op. Atty. Gen., May 5, 1931; note under §1731.

City Charter, c. 9, §10.

City council of Sleepy Eye may, on its own initiative, authorize sewer to be extended from park to sewage system and pay for same out of general revenue fund, or assess property benefited. Op. Atty. Gen., June 17, 1932.

South St. Paul.

City Charter.

Abutting property owner is required to maintain service pipes and connections from building to distributing main at his own cost and expense, though main is on other side of street. Op. Atty. Gen., May 27, 1933.

c. 4, §5.

Laws 1933, c. 116, §1, supersedes this provision insofar as it relates to licensing and regulating sale of non-intoxicating malt liquors. Op. Atty. Gen., May 18, 1933.

City of So. St. Paul may not contribute toward the construction of a swimming pool in a park, but may accept such pool as a gift or purchase it. Op. Atty. Gen., June 8, 1933.

c. 4, §14.

City of So. St. Paul may not contribute toward the construction of a swimming pool in a park, but may accept such pool as a gift or purchase it. Op. Atty. Gen., June 8, 1933.

Springfield.

City Charter, §29.

Motion passed by council was of no legal effect as amendment of ordinance to which it did not refer.. Op. Atty. Gen., Aug. 2, 1933.

Stillwater.

A member of Board of Water Commissioners might be appointed for a term of two years instead of three without serious results, as he would be at least a de facto member. Op. Atty. Gen., Aug. 10, 1932.

City Charter, §168.

Assessor is not entitled to compensation for extra services. Op. Atty. Gen., May 2, 1933.

Tower.

City Charter, §39.

Work by day labor is not prohibited. Op. Atty. Gen., May 9, 1933.

University of Minn.

Charter, §4.

Order of industrial commission requesting changes in nurses' home on University campus for fire protection purposes is of no legal effect. Op. Atty. Gen., May 26, 1933.

Virginia.

City Charter, §50.

City can make deposit only in bank contracting to pay interest and may not deposit money in federal bank which is prohibited by law from paying anything. Op. Atty. Gen., Aug. 5, 1933.

City may place money on time deposit where not necessary for ordinary current requirements. Id.

90.

Op. Atty. Gen., May 17, 1933; note under §131.

96.

Rates for electricity and water may be fixed so as to create a reasonable reserve or sinking fund. Op. Atty. Gen., May 17, 1933.

131.

City may invest reserve fund in certificates of deposit or bonds. Op. Atty. Gen., May 17, 1933.

149.

Op. Atty. Gen., May 17, 1933; note under §96.

Willmar.

City Home Rule Charter.

City may furnish water and light beyond city limits without vote of people. Op. Atty. Gen., July 15, 1933.

City Charter, §26.

City of Willmar has power to enact ordinances regulating and licensing business of commercial photography. Op. Atty. Gen., July 27, 1932.

License fee of \$100 for three years for commercial photography is unreasonable. Op. Atty. Gen., July 27, 1932.

Windom.

City Charter, §123.

City may adopt civil service commissions' plan relating to police departments, notwithstanding home rule charter provisions. Op. Atty. Gen., Oct. 11, 1933.

Winona.

Op. Atty. Gen., June 9, 1931; note under §573.

City council of Winona may not, under general welfare clause of its charter (Sp. L. 1887, c. 5), without vote of people, issue bonds or certificates to raise money to meet unemployment crisis. Op. Atty. Gen., Aug. 17, 1932.

Appendix No. 4 Court Rules

MINNESOTA SUPREME COURT

(Revised July, 1925, with Amendments Effective January 22, 1934)

The rules as revised July, 1925, are set forth in Mason's Minn. Stat. at pages 2117 to 2120. The amendments made and effective Jan. 22, 1934, are as follows:

RULE I

Subd. 6.
On certiorari to review decision of Industrial Commission the title of the proceeding does not change in the appellate court. Kopp v. B., 179M158, 228NW559.

RULE III

173M610, 216NW533.

RULE VIII

A specification of error in motion for new trial is unavailable, unless point has been preserved both by assignment of error and appropriate argument in brief. Peterson v. P., 186M583, 244NW68.

Subd. 3.
178M93, 226NW417.

6. In all appeals from municipal courts the appellant or party removing a cause to this court shall have only thirty days from the date of the service of the notice of appeal upon opposing counsel within which to serve upon the opposite party the printed record and his assignments of error and brief. And the respondent shall have only twenty days from such service upon him within which to serve and file his brief. (Paragraph 6 added by amendment effective March 1, 1928.)

173M610, 216NW533.

Where there are several findings of fact, an assignment of error that the findings are not sustained by the evidence presents no question for review for it fails to point out the finding challenged. 171M499, 214NW477.

Subdivision 2 of this rule is intended to encourage every possible shortening of the printed record that will not jeopardize arguments to be presented. 176M360, 223 NW677.

RULE X

Prevailing party may collect the expense of the record and briefs only when they are printed. *State v. Tift*, 185M103, 240NW354. See Dun. Dig. 2239(8).

Whether taxation of costs and disbursements is opposed or not, it is the duty of the clerk to satisfy herself that the items are correct and taxable. *State v. Tift*, 185M103, 240NW354. See Dun. Dig. 2226.

RULE XIII

Oral Argument—When Allowed.

(The second sentence of paragraph three of rule XIII is hereby amended to read as follows):

Each party shall be entitled to one hour in all; except in actions for the recovery of money only, or for specific personal property, where the amount or value of the property involved in the appeal shall not exceed \$1,000.00, and in cases reviewing decisions of the industrial commission, each party shall be entitled to only thirty minutes. (As amended Jan. 22, 1934.)

(To the rule as printed in Mason's Minn. Stat., p. 2119, the following paragraph has been added):

Except by leave of court, there will be no argument of any case appealed from a municipal court. All such appeals in which no oral argument is allowed shall be considered as submitted to the court for consideration and decision, and will be placed upon the calendar accordingly, ten days after the filing of respondent's brief, with proof of service. (Last paragraph added by amendment effective March 1, 1928.)

RULE XXVII

Rehearing—filing application. Applications for rehearing shall be made ex parte, on petition setting forth the grounds on which they are made, and filed within ten days after the filing of the decision.

Nine copies shall be filed. They may be either typewritten or printed.

The filing of a petition for rehearing stays the entry of judgment in civil cases until the filing of the order of the court thereon. It does not stay the taxation of costs. See *Neal v. Erickson*, 175M618, 619, 221NW641.

CODE OF RULES FOR THE DISTRICT COURTS OF MINNESOTA

(Note.—Except as otherwise indicated, the sections of the Statutes referred to are identical in Mason's Statutes 1927, and G. S. 1923.)

Part I. General Rules

1.

Actions by Representatives—Attorney's Fees. In actions for personal injury or death by wrongful act, brought by persons acting in a representative capacity, contracts for attorney's fees shall not be regarded as determinative of fees to be allowed by the court.

2.

Actions for Death by Wrongful Act—Distribution. Applications by representatives for the distribution of funds recovered under section 9657, Mason's Statutes 1927, or pursuant to any federal act, shall be by verified petition. The petition shall set forth the amount received; a detailed statement of expenditures, if any; the amount, if any, claimed for services of the representative or of an attorney, together with the nature and extent of such services. It shall also recite the names and places of residence of all persons claiming an interest or the right to share in the fund to be distributed, so far as known to the petitioner, specifying claimants who are minors or under legal disability; the amount of the funeral expenses and of any demand for the support of the decedent duly allowed by the probate court, if unpaid, and whether the time set for such allowance has expired. If such time has not expired, the hearing upon the petition shall be postponed until such expiration, or until provision satisfactory to the court has been made for the payment of such items.

The petition shall be heard at a time and place to be fixed by order of court. The order shall recite briefly the facts stated in the petition and shall be served by registered mail upon all interested persons whose places of residence are known to the petitioner or can be ascertained. The court may direct the giv-

ing of further or other notice. Persons under guardianship shall be represented by the guardian; and where no guardian has been appointed, the court may provide for such representation by a guardian ad litem.

3.

Actions on Behalf of Minors—Settlement. (a) In making application for the approval of a settlement of any action brought on behalf of a minor child, the parent or guardian ad litem shall present to the court:

(1) A verified petition stating the age of the minor, the nature of the action, if for personal injuries to what extent the minor has recovered therefrom, the reasons justifying the proposed settlement, the expenses which it is proposed to pay out of the amount to be received, the nature and extent of the services rendered by the attorney representing the minor, whether or not an action has been commenced on behalf of the parent or guardian, and, if so, what settlement, if any, has been made in that action, with itemized expenses incurred on behalf of the minor.

(2) Satisfactory evidence that the settlement is for the best interest of the minor.

(3) If the action be for personal injuries, an affidavit of the attending physician showing the nature, extent, and probable duration of the injuries caused by the accident, and the extent of the recovery which has been made therefrom at the time of the presentation of the application.

The minor shall appear before the court at the time the application is made; and no order approving any settlement shall be made where the action is one for personal injuries until the court has seen and had an opportunity to examine the minor.

Before any parent or guardian ad litem in any such action shall receive any money he shall file a bond in an amount and with such sureties as shall be approved by the court, running to the minor as obligee and conditioned that he will duly account for and pay over the sum received for the benefit of such minor to said minor upon his coming of age, or to his general guardian during his minority, if one shall be appointed; provided, however, that upon petition of said parent, the court may, in its discretion, order that in lieu of such bond any money so received shall be deposited as a savings account in a banking institution or trust company, together with a copy of the court's order, and the deposit book filed with the clerk of court, subject to the order of the court; and no settlement or compromise of any such action shall be valid unless the same shall be approved by a judge of the court in which such action is pending.

Unless otherwise ordered, application for approval of such settlements may be made ex parte.

(b) In applications for approval of settlement of an action brought under 2 Mason, Minn. Stat. 1927, §9169 or §9172, on behalf of a minor child or ward, when settlement is approved by the court, attorney's fees will not be allowed in any amount in excess of twenty-five per cent of the recovery. No other deductions may be made from the amount of the settlement.

(c) Stipulations for judgment shall be deemed settlements within the meaning of this rule. (As amended July 5-6, 1932).

4.

Attorneys as Sureties. No practicing attorney shall be accepted as surety on a bond or undertaking required by law.

5.

Banks in Liquidation—Sale of Assets—Final Dividends. Petitions for orders approving the sale or compounding of doubtful debts, or the sale of real or personal property, or authorizing a final dividend, of any bank, state or national, in liquidation, shall be heard after notice to all interested persons given as herein provided.

Upon the filing of the petition, the court shall enter an order reciting the substance of the petition and the time and place for hearing thereon, and advising all interested persons of their right to be heard.

A copy of the order shall be published once in a legal newspaper published near the location of the bank in liquidation, which publication shall be made at least ten days prior to the time fixed for the hearing; or the court may direct notice to be given by such other method as it shall deem proper. If it shall appear to the court that delay may prejudice the rights of those interested, the giving of notice may be dispensed with.

6.

Continuance. No civil case on the general term calendar shall be continued by consent of counsel only, or otherwise than by order of the court for cause shown; provided that in counties having an assignment clerk the special rules of such county shall govern.

7.

Costs on Demurrer or Motion. On sustaining or overruling a demurrer or granting or denying a motion the court may award costs, not exceeding \$10, which, in the discretion of the court, may be absolute or to abide the event of the action.

8.

Depositions. Commissions to take testimony without the state may be issued on notice and application

to the court either in term time or in vacation. Within five days after the entry of the order for a commission the party applying therefor shall serve a copy of the interrogatories proposed by him on the opposite party. Within five days thereafter the opposite party may serve cross-interrogatories. After the expiration of the time for serving cross-interrogatories, either party may within five days give five days' notice of settlement of interrogatories before the court. If no such notice be given within five days, the interrogatories and cross-interrogatories, if any have been served, shall be settled by the court. Whenever a commission is applied for and the other party wishes to join therein, interrogatories and cross-interrogatories to be propounded to his witnesses may be served and settled or adopted within the same time and in the same manner as those to the witnesses of the party applying. After the interrogatories are settled, they shall be engrossed and numbered by the party proposing the interrogatories in chief, and the engrossed copy or copies shall be signed by the officer settling the same, annexed to the commission and forwarded to the commissioner. If the interrogatories and cross-interrogatories are adopted without settlement, engrossed copies need not be made, but the originals or copies served may be annexed and forwarded immediately with the commission.

9.

Divorce Actions. (a) All divorce cases, whether contested or not, shall be placed on the calendar and tried at general term.

(b) No action for divorce based upon incurable insanity shall be heard until a general guardian of the person of the defendant (or a guardian ad litem when the appointment of a general guardian appears impracticable), shall have been appointed, and service of the summons and notice of the pendency of the action shall have been made upon such guardian, upon defendant's nearest blood relative and upon the superintendent of the institution in which the defendant is confined. If from the sheriff's return and the proofs submitted, it shall appear to the satisfaction of the court that personal service cannot be made upon the nearest blood relative of the defendant, then upon order of the court the summons and notice of the pendency of the action shall be served upon such nearest blood relative in the manner directed by the court; and no hearing in any such case shall be had until after the lapse of thirty days from the time of such service.

(c) Orders for publication of summons in actions for divorce will be granted only upon an affidavit of the plaintiff made as provided by statute and showing specifically what efforts have been made to ascertain the residence of the defendant for the purpose of making personal service.

10.

Ex Parte Orders. No order shall be made ex parte unless there shall be presented with the application therefor an affidavit showing whether any previous application has been made for the order requested, or for a similar order; and if there has been a previous application, to what court or judge it was made, and the determination made thereof, and what new facts, if any, are shown upon such subsequent application that were not previously shown. For a failure to comply with the provisions of this rule, the order made on such subsequent application may be vacated.

11.

Expert Witness Fees. In taxation of costs in civil cases a fee not exceeding \$10 per day may be allowed for expert witnesses. Under special circumstances such fee may be increased, but not to exceed \$25 per day.

Fact that expert witness is employed in service of state does not disqualify him from receiving compensation as expert witness. *Bekkemo v. E.*, 186M108, 242NW 617.

Veterinary surgeons called as witnesses should receive only \$10.00 per day in absence of special circumstances. *Bekkemo v. E.*, 186M108, 242NW617. See *Dun. Dig.* 10361.

12.

Filing Papers. (a) All affidavits, notices and other papers designed to be used in any cause, shall be filed with the clerk prior to the hearing of the cause unless otherwise directed by the court.

(b) All orders, together with the affidavits and other papers upon which the same are based, which orders are not required to be served, shall be filed forthwith in the office of the clerk. Orders required to be served shall be so filed within three days after the service thereof, and, unless seasonably served and filed, may be vacated.

(c) All orders and findings, whether prepared by the judge or by counsel by direction of the judge, shall be typewritten in manifold, and when the original is filed a copy shall be furnished to each attorney or firm of attorneys appearing in the case. The observance of this rule shall not be deemed a substitute for statutory notice of the filing of a decision or order.

(d) No papers on file in a cause shall be taken from the custody of the clerk otherwise than upon order of the court.

(e) When judgment is entered in an action upon a promissory note, draft or bill of exchange under the provisions of section 9256, Mason's Statutes 1927, such promissory note, draft or bill of exchange shall be filed with the clerk and made a part of the files of the action.

District court has power to waive its rules and receive a counter affidavit after a motion is submitted. *State v. Padares*, 186M622, 246NW369. See *Dun. Dig.* 2773.

13.

Form of Papers. (a) On process or papers to be served the attorney or a party appearing in person, besides subscribing or indorsing his name, shall add thereto the name of the city, town or village in which he resides, and the particular location of his place of business by street, number or otherwise; and if he shall neglect to do so, papers may be served on him through the mail, by directing them according to the best information concerning his residence conveniently obtainable.

(b) The attorney or other officer of the court who prepares any pleading, affidavit, case, bill of exceptions or report, decree or judgment, exceeding two folios in length, shall distinctly number and mark each folio of one hundred words in the margin thereof, or shall number the pages and the lines upon each page; and all copies either for the parties or the court shall be numbered and marked so as to conform to the originals. All typewritten matter shall be carefully and legibly typed on plain, unglazed white paper of good texture, made with well inked ribbon and carbon, and shall be double spaced. Any pleading, affidavit, bill of exceptions or case not thus prepared may be returned by the party on whom the same is served or by the court.

(c) All pleadings and other papers filed shall be plainly indorsed on the outside thereof with the title of the case, matter or proceeding in which they are so filed, and the name or character of the paper shall be indorsed thereon below the title, so that the same may be clearly identified without opening; and the clerk may refuse to receive for filing any paper not so indorsed.

14.

Framing Issues. In cases where the trial of issues of fact by a jury is not required by section 9288, Mason's Statutes 1927, if either party shall desire a

trial by jury, such party shall, within ten days after issue joined, give notice of a motion to be made upon the pleadings that the whole issue, or any specific question of fact involved therein, be tried by a jury. With the notice of motion shall be served a distinct and brief statement of the questions of fact proposed to be submitted to the jury for trial, in proper form to be incorporated in the order, and the judge may settle the issues, or may appoint a referee to settle the same. The judge, in his discretion, may thereupon make an order for trial by jury, setting forth the questions of fact as settled, and such questions only shall be tried by the jury, subject however to the right of the court to allow an amendment of such issues upon the trial in like manner as pleadings may be amended upon trial.

15.

Garnishments. (a) Garnishments or attachments shall not be discharged through a personal bond under section 9383, Mason's Statutes 1927, without one day's written notice of the application therefor to the adverse party; but if a surety company's bond is given, notice shall not be required.

(b) Judgment against a garnishee shall be entered only upon notice to the garnishee and the defendant, if known to be within the jurisdiction of the court, showing the date and amount of the judgment against the defendant, and the amount for which plaintiff proposes to enter judgment against the garnishee after deducting such fees and allowances as the garnishee is entitled to receive. If the garnishee appears and secures a reduction of the proposed judgment, the court may make an appropriate allowance for fees and expense incident to such appearance.

16.

Illegitimacy Proceedings. Upon certification to and filing of record in the district court of any proceeding to determine the paternity of an illegitimate child, the clerk [shall] immediately notify by mail the State Board of Control of the pendency of the proceedings.

17.

Judgment—Entry by Adverse Party. When a party is entitled to have judgment entered in his favor upon the verdict of a jury, report of a referee, or decision or finding of the court, and neglects to enter the same for 10 days after the rendition of the verdict or notice of the filing of the report, decision or finding; or, in case a stay has been ordered, for ten days after the expiration of such stay, the opposite party may cause judgment to be entered on five days' notice to the party entitled thereto.

18.

Mechanic's Lien—Intervention. Leave to intervene in an action to foreclose a mechanic's lien shall be granted only on motion and notice to the owner of the land ought to be charged.

19.

Ne Exeat. Upon the allowance of a writ of ne exeat the court shall require an undertaking or bond in the penal sum of not less than \$250, to be approved by the court. Such bond shall be conditioned upon payment to the party detained of such damages as he may sustain by reason of the writ, if the court shall eventually decide that the party applying was not entitled thereto.

20.

Notice of Motion. Notices of motion shall be accompanied with copies of the affidavits and other papers on which the motions are made, provided that papers in the action of which copies shall have there-

tofore been served, and papers other than such affidavits which have theretofore been filed, may be referred to in such notice and read upon the hearing without attaching copies thereof. When the notice is for irregularity it shall set forth particularly the irregularity complained of. In other cases it shall not be necessary to make a specification of points, but it shall be sufficient if the notice state generally the grounds of the motion.

21.

Order To Show Cause. Whenever a motion can be made upon notice, an order to show cause will not be granted, except upon showing of some exigency whereby delay for the time prescribed for the notice of motion will cause injury, or render the relief sought ineffectual.

Such exigency must also be stated in the order as ground for shortening the notice, and if on the hearing it appears that there was no such ground the order may be discharged.

Such order must be accompanied by notice of motion setting forth the grounds on which the relief asked is sought, and substantially in the ordinary form of such notices, except that the time of hearing, if mentioned in the notice otherwise than by reference to the order, shall be the time fixed by the order, the only scope of the order in such case being to shorten and fix the time for hearing the motion.

22.

Pleadings. (a) In all cases where application is made for leave to amend a pleading or to answer or reply after the time limited by statute, or to open a judgment and for leave to answer and defend, such application shall be accompanied with a copy of the proposed amendment, answer or reply, as the case may be, and an affidavit of merits and be served on the opposite party.

(b) In an affidavit of merits made by the party the affiant shall state that he has fully and fairly stated the facts in the case to his counsel, and that he has a good and substantial defense or cause of action on the merits, as he is advised by his counsel after such statement and verily believes true; and he shall also give the name and place of residence of such counsel.

When the application is for leave to amend or plead after expiration of the time limited by statute, an affidavit shall also be made by counsel, who shall state therein that from the showing of the facts made to him by the party he verily believes that such party has a good and substantial defense or cause of action on the merits.

(c) When a demurrer is overruled with leave to answer or reply, the party demurring shall have twenty days after notice of the order, if no time is specified therein, to file and serve an answer or reply, as the case may be.

(d) Different causes of action, defenses, counter-claims and distinct matters alleged in reply, shall be separately stated and plainly numbered. All pleadings not conforming to this rule may be stricken out on motion.

23.

Receivers. (a) All actions or proceedings for the sequestration of the property of corporations or for the appointment of receivers thereof, except actions or proceedings instituted by the Attorney General in behalf of the state, shall be instituted in the county in which the principal place of business of said corporation is situated; provided, that if the action is not instituted in the proper county, for the convenience of witnesses and to promote the ends of justice the venue may be changed by order of court.

(b) Receivers, trustees, guardians and others appointed by the court to aid in the administration of justice shall be wholly impartial and indifferent to all parties in interest, and selected with a view solely to their character and fitness. Except by consent of all parties interested, or where it clearly appears that prejudice will otherwise result, no person who is or has been during the preceding year a stockholder, director or officer of a corporation shall be appointed as receiver for such corporation. Receivers shall be appointed only upon notice to interested parties, such notice to be given in the manner ordered by the court; but if it shall be clearly shown that an emergency exists requiring the immediate appointment of a temporary receiver, such appointment may be made ex parte.

(c) Every receiver after his appointment shall give a bond to be approved by the court in such sum and conditioned as the court shall direct, and shall make and file with the clerk an inventory and estimated valuation of the assets of the estate in his hands; and, unless otherwise ordered, appraisers shall then be appointed and their compensation fixed by order of the court.

(d) Claims of creditors of corporations, the subject of sequestration or receivership proceedings, shall be duly verified and filed in the office of the clerk of the court. The court, by order, shall fix the time for presentation, examination and adjustment of claims and the time for objecting thereto, and the order shall be published as therein directed. Written objection to the allowance of any claim may be made by any party to the proceedings by serving a copy of such objection upon the claimant or his attorney. Where no objection is made within the time fixed by said order, the claim may stand admitted and be allowed without proof. Issues of law and fact shall be tried as in other cases.

(e) Every receiver shall file an annual inventory and report showing the condition of the estate in his hands and a summary of his proceedings to date. The clerk shall keep a list of receiverships and notify each receiver and the court when such reports are due.

(f) When an attorney has been appointed receiver, no attorney for such receiver shall be employed except upon the order of the court, which shall be granted only upon the petition of the receiver, stating the name of counsel whom he wishes to employ and showing the necessity for such employment.

(g) No receiver shall employ more than one counsel, except under special circumstances requiring the employment of additional counsel; and in such cases only after an order of the court made on a petition showing such circumstances, and on notice to the party or person on whose behalf or application the receiver was appointed. No allowance shall be made to any receiver for expenses paid or incurred in violation of this rule.

(h) No receiver or other trustee appointed by the court, nor any attorney acting for such receiver or trustee, shall withdraw or use any trust funds to apply on his compensation for services except on written order of court, duly made after such notice as the court may direct, and filed in the proceeding.

(i) All applications for the allowance of fees to receivers and their attorneys shall be accompanied by an itemized statement of the services performed and the amount charged for each item shown.

Compensation of receivers and their attorneys shall be allowed only upon the order of the court after such notice to creditors and others interested as the court shall direct, of the amounts claimed, as compensation and of the time and place of hearing the application for their allowance.

(j) Every receiver shall take a receipt for all disbursements made by him in excess of one dollar, shall file the same with his final account, and shall

recite such filing in his verified petition for the allowance of such account.

24.

Restraining Order—Bond. Before any restraining order shall be issued, except in aid of writs of execution or replevin, or in actions for divorce, the applicant shall give a bond in the penal sum of at least \$250, executed by him or by some person for him as a principal, approved by the court and conditioned for the payment to the party restrained of such damages as he shall sustain by reason of the order, if the court finally decides that the applicant was not entitled thereto.

25.

Service—Admission of Attorney. Written admission of service by the attorney of record in any action or proceeding shall be sufficient proof of service, except in case of service of summons, or of an order in contempt proceedings.

26.

Stay. Upon the filing of a verdict or of a decision if the trial be by the court or referee, the court or referee may order a stay of all proceedings for not to exceed forty days, which stay may be extended only upon notice and showing made that a transcript of the testimony was ordered from the court reporter within a reasonable time after the filing of the verdict or decision.

27.

Trials. (a) The presiding judge shall examine jurors in civil cases; his examination to be followed by such further inquiry by counsel as the judge may deem proper.

(b) In civil cases called for trial by jury the court may and at the request of any party to the action shall direct the clerk to draw eighteen names from the jury box in the first instance, and the said eighteen shall then be examined as to their qualifications to sit as jurors in the action; and if any of them be excused another shall be called in his place until there shall be eighteen jurors in the box qualified to sit in the action; and the parties shall have the right to exercise their peremptory challenges as to these eighteen. When the peremptory challenges have been exercised, of those remaining the twelve first called into the jury box shall constitute the jury. In appropriate cases this rule may be modified in accordance with section 9294, Mason's Statutes 1927.

(c) Counsel on each side, in opening his case to the jury shall confine himself to stating the facts which he proposes to prove.

(d) On the trial of actions but one counsel on each side shall examine or cross-examine a witness, and one counsel only on each side shall sum up the

case to the jury, unless the judge shall otherwise order.

(e) In criminal trials involving sex offenses or in which the evidence is likely to be of a scandalous nature the court may, with the consent of the defendant, exclude the general public from the courtroom.

(f) Exceptions to remarks by counsel either in the opening statement to the jury or in the closing argument shall be taken while such statement or argument is in progress unless the same is being taken down in full by the court reporter, in which case exceptions taken at the close of the statement or argument shall be deemed seasonable. (As amended July 5-6, 1932, June 1933).

(f.)

Subdivision permits objections to language of closing arguments to be seasonably taken at close thereof where such arguments are reported. *Jovaag v. O.*, 249NW676.

Provision requiring party requesting reporting of argument to pay reporter therefor is invalid. *Jovaag v. O.*, 249NW676. See Dun. Dig. 2773.

28.

Trustees—Annual Account. Every trustee subject to the jurisdiction of the district court shall file an annual account, duly verified, of his trusteeship. Such account shall contain an itemized statement of all trust property in the hands or under the control of the trustee since the beginning of the trusteeship or since the time of last settlement; also a statement of all expenditures and investments and a statement in detail of what remains in the hands or under the control of the trustee, with the estimated value of each item thereof. There shall also be filed proof of mailing of such account or of the service thereof upon all beneficiaries or their natural or legal guardians.

The clerk shall keep a list of trusteeships and notify each trustee and the court when such annual accounts are overdue for more than 90 days.

Hearings upon annual accounts may be ordered upon the request of any interested party.

Upon the filing of a final account, the court shall fix a time and place for the hearing and auditing thereof, and notice of such hearing shall be given to all interested parties as the court shall direct.

29.

Venue—Change. A change of venue shall not be granted under the provisions of section 9216, Mason's Statutes 1927, unless the party applying therefor uses due diligence to procure the same within a reasonable time after issue has been joined in the action and the ground for the change has come to the knowledge of the applicant. Nor shall a change be granted where the other party will lose the benefit of a term, unless the party asking for such change shall move therefor at the earliest reasonable opportunity after issue has been joined and he has information of the ground of such change.

Part II. Registration of Land Titles

Proceedings for Initial Registration

1.

Application—Indorsements. Applications, approved as to form by the examiner, shall be presented in duplicate. There shall be indorsed thereon the name and address of the applicant's attorney, or of the applicant if he appears in person.

2.

Abstracts of Title. The abstract when filed shall show the record of the patent or other conveyance from the United States, the record of the certified

copy of the application, and all judgments, federal and state, taxes, assessments and tax sales.

3.

Title Based upon an Adjudication Not Final, or upon Estoppel. When the title of the applicant or the release or discharge of any incumbrance thereon is based upon an adjudication not final, or upon estoppel, and there remains a right of appeal or contest, all parties having such right of appeal or contest shall be made parties defendant.

4.

Title Derived Through Decree or Adjudicated Tax Sale. Title based upon a judgment or decree of court in an action, or upon an adjudicated tax or local assessment sale, shall be registered only after the expiration of six months from the date of the judgment or decree; but this shall not apply to cases where in the action in which the judgment or decree was entered, or in the proceeding to register the title, the summons was served personally upon the parties who could alienate the fee title.

5.

Examiner's Report—Petition and Order for Summons. The examiner's report shall specify the names of all parties he deems necessary parties defendant. Petitions for summons shall set forth such names and the names of such other parties as the applicant deems to be necessary, and the names, if known to the applicant, or ascertainable by him upon reasonable inquiry, or the successor in interest of such persons known to the applicant to be deceased. Where the place of residence of a defendant is unknown to the applicant the petition shall so recite and shall set out the facts relating to the search for such defendant by the applicant.

6.

Papers to Be Filed—Effect of Notice and Appearance. If a defendant, in addition to appearing or filing his answer, as by statute required, shall serve a copy thereof upon the applicant or his attorney, he shall be entitled to notice of all subsequent proceedings.

7.

Affidavit of No Answer and Clerk's Certificate of Default. The default of defendants who fail to appear and answer shall be shown by the certificate of the clerk entitled and filed in the action, and by the affidavit of the applicant's attorney, if he appears by attorney; otherwise by the applicant's affidavit.

8.

Hearings in Default Cases—Filing Note of Issue and Papers. Initial applications, where no issue has been joined, shall be heard by the court at any special term, unless by local rules adopted for any particular county or district, or by special order, other days have been designated for such hearings; or they may be heard by an examiner, to whom the matter has been specially referred, as referee. In counties where the examiner checks the proceedings in advance of the hearings, the note of issue and all papers necessary to complete the files shall be filed; and all documentary evidence proposed to be used by the applicant or petitioner shall be delivered to the examiner at least three days before the hearing, to-

gether with the proposed order for judgment and decree.

9.

Issues Raised by Answer—Reply. All facts alleged in an answer, which are not in accordance with the allegations of the application, shall be considered at issue without reply by the applicant. But if the answer sets up rights admitted in the application, or in a reply of the applicant, the hearing may proceed as in case of a default, and the registration shall be subject to such rights.

10.

Trial of Contested Issues. In all cases where the answer raises an issue which is undisposed of by stipulation or otherwise, the matter shall be noted for trial at the general term. The procedure and the method of determination shall be the same as in the trial of similar issues in civil actions or proceedings.

11.

Interlocutory Decree Establishing Boundaries. When the applicant seeks to fix and establish the boundary lines of the land, he shall have the premises surveyed by a competent surveyor and shall cause to be filed in the proceeding a plat of the survey showing the correct boundaries of the premises. He shall furnish the examiner with such abstracts of title of adjoining lands as the latter shall require in determining the necessary parties defendant in the fixing and establishing of such boundaries. The hearing upon such application may be separate from or in connection with the hearing upon the application to register, but before any final adjudication of registration, the court by order shall fix and establish such boundaries and direct the establishment of "judicial landmarks" in the manner provided by section 9592, Mason's Statutes 1927. In the decree of registration thereafter entered, and in certificates of title thereafter issued, the description of the land shall contain appropriate reference to such "judicial landmarks."

12.

Protection of Interests Acquired Pendente Lite—Provision for Immediate Registration after Hearing. At the time of the hearing of the application for judgment the applicant shall satisfy the court by continuation of abstract and other proper proof, of changes, if any, in the title, or in the incumbrances thereon arising since the filing of the application. When the decree is signed, the applicant shall forthwith file the same with the clerk, together with a receipt of the registrar showing payment of all sums due him for the registration of the decree, and the issuance of a certificate of title in pursuance to said decree, and thereupon the clerk shall certify a copy of the decree and file the same for registration with the registrar.

Proceedings Subsequent to Initial Registration

13.

Title of Proceedings. Proceedings subsequent to the initial registration under sections 8290, 8291, 8304, 8305, 8307, 8313, as amended by chapter 112, section 5, Laws 1927, 8314, 8315, 8316, 8317 and 8319, Mason's Statutes 1927, shall be commenced by filing with the clerk a verified petition by a party in interest, which shall be entitled:

"In the Matter of the Petition of _____ in relation to [description of property] registered in Certificate of Title No. _____ for (relief sought)."

The petition shall allege the facts justifying the relief sought, the names of all interested parties as

shown by the certificate of title, and their interests therein.

14.

Trial and Hearing. In proceedings where no notice is required and in proceedings where the required process or notice has been served and the time for appearance has expired without any issue having been raised, the proceedings shall be noted for trial and heard the same as in proceedings upon default for initial registration. Issues raised in these proceedings shall be noted for trial and disposed of the same as similar issues in other civil proceedings.

15.

New Certificates, Amendments, etc. In proceedings under sections 8291, 8304, 8305, 8307, 8313, 8314, 8315, 8316, 8317 and 8319, Mason's Statutes 1927, the petition for relief, duly verified, before being presented, shall be approved as to form by the examiner of titles. The examiner shall make such examination as to the truth of the allegations contained in the petition as to him may seem necessary, or as directed by the court. In all cases where notice is necessary and the manner thereof is not prescribed by statute, it shall be by an order to show cause, which shall designate the respondents, the manner of service, and the time within which service shall be made. Any final order or decree directed in such proceeding shall be approved before presentation to the court.

16.

New Duplicate Certificate. Every petition for a new duplicate certificate shall be filed with the clerk and show by a receipt of the registrar of titles indorsed thereon that a duplicate of such petition has been delivered to him. Thereupon the court shall issue a citation addressed "to whom it may concern," fixing a time and place of hearing and prescribing the mode of service. No order shall be made for a new duplicate except upon hearing and due proof that the duplicate theretofore issued has been lost or destroyed, or cannot be produced. If it shall appear at the hearing that there are any known parties in interest to whom notice should be given, the hearing shall be continued and an order entered accordingly.

Adopted July 10, 1928.

SPECIAL RULES APPLICABLE TO PARTICULAR DISTRICTS

FIRST JUDICIAL DISTRICT

(Goodhue and Dakota Counties)

Special terms are held in Dakota county on the first and third Saturdays of each month except the months of July and August; and in Goodhue county on the first and third Tuesdays of each month except the months of July and August. During July and August special matters are heard in both counties on dates set by the court.

SECOND JUDICIAL DISTRICT

(Special Rules of Court, Revised and Amended, Effective August 31, 1928)

RULE 1.

Resetting of Cases. (Same as Rule 7, p. 2133 Mason's Minn. Stat.)

RULE 2.

Setting of Cases for Trial by Court. The clerk of court shall set for trial all causes triable by the court without a jury. Such causes shall be set in the order of the time of the filing of the notes of issue and in accordance with the requirements of section 9289, G. S. 1923, and Mason's Statutes.

RULE 3.

Criminal Cases—Transcript in Narrative Form—No Charge against County for Transcripts Furnished Counsel. (Same as Rule 9, pp. 2133, 2134 Mason's Minn. Stat.)

RULE 4.

Divorce Cases—Default—Setting. Divorce cases in which the time for answering has expired and default has been made and in which the summons and complaint with proof of service have been filed with the clerk, shall upon filing a note of issue containing the title of the cause, a statement of the foregoing facts and the address of counsel, be placed upon the court calendar in their order and set for trial for Monday of each week, but at a time not earlier than thirty days after the filing of the note of issue.

RULE 5.

Exhibits. (a) Custody. Unless otherwise directed by the court, the exhibits used upon the trial of causes shall be placed in the custody of the court reporter.

When a jury agrees upon a verdict and the verdict is sealed, the bailiff in charge shall before the jury separates take possession of the exhibits sent out with the jury, and immediately upon the reception of the verdict by the court he shall deliver them to

the reporter; in case the verdict is not sealed, the bailiff immediately upon the reception of the verdict shall take possession of the exhibits and deliver them to the reporter.

(b) **Disposition.** At the expiration of a period of six months from and after the final determination of any cause tried in said court, the court reporter shall in writing and by mail, notify and require attorneys who have engaged in such cause forthwith to remove from his office and custody, and from the custody of the court, any exhibits (not a part of the permanent record) offered in such cause by and on behalf of and belonging to the parties for whom they have appeared respectively therein; and unless such exhibits are so removed within thirty days from and after such giving of such notice, the court reporter may and shall destroy or otherwise dispose of them, as he may see fit.

All exhibits offered in any cause tried in this court shall be offered and received conditionally and subject to the right of destruction or other disposition, in accordance with the terms of this rule.

RULE 6.

Juvenile Court—Woman Assistant—Probation Officer—Referee—Duties. (Same as Rule 15, p. 2134 Mason's Minn. Stat.)

RULE 7.

Naturalization—Hearings. The following days are hereby fixed as the stated days on which final action shall be had upon all petitions for naturalization:

The third Wednesday of each month (except July, August and September), in each odd-numbered year.

The third Wednesday in each of the months of January, February, March, May, June, November and December, and the last Wednesday in the month of July in each even-numbered year.

Whenever any of such stated days falls on a legal holiday, such final action shall be had on the following day. The date of hearing may be changed by order of court. In no case shall final action be had upon such petitions until at least ninety days have elapsed after filing and posting the notice of such petition. (As amended Sept. 28, 1928.)

RULE 8.

Special Terms. A special term of this court shall be held each Saturday that is not a legal holiday, at ten o'clock in the forenoon, except during the months of July, August and September.

RULE 9.

Trial—Time for Argument. In the argument of any case, neither counsel will be allowed more than one hour.

RULE 10.**REGISTRATION OF LAND TITLES**

(a) **Manner of Service.** Upon defendants residing or found within the state, the summons shall be served by the sheriff of the county wherein the defendants reside or are found.

(b) **Summons—Manner of Service without the State.** When the sheriff has duly returned that the defendant cannot be found within his county, the applicant shall cause the summons to be personally served on said defendant without the state, if such personal service is practicable. Such service and proof thereof shall be made in the manner and as provided by statute for service of a summons upon defendants within the state, and such service without the state shall be in addition to the service by publication and mailing required by law. When personal service is impracticable, as made to appear to the satisfaction of the court by the affidavit of the applicant or his attorney showing the facts in that regard, the court by order may dispense with such personal service.

(c) **Decrees Shall Specify Liens for Tax or Local Assessments.** Decrees in registration proceedings by which the title of the applicant to such land is adjudged to be subject to certain liens arising from tax or local assessment sales shall specify such liens. The decree shall provide that upon the filing with the registrar of the official receipt showing the redemption from or payment of any such lien or liens, the registrar shall cancel the memorial or memorials thereof.

(d) **Storing Duplicate Certificates.** The registrar is authorized to place in storage in a suitable place in the court house at St. Paul, Minnesota, all duplicate certificates of title which have been canceled five years or more.

(e) **Hearings—Note of Issue—Filing Papers.** Initial applications and proceedings subsequent to the initial application where no issue has been raised, shall be heard by the court at special term. All such matters shall be upon a special calendar, which shall be called at ten o'clock in the morning. In the months of July, August and September such hearings shall be had at such times as the court may determine. During the term time, notes of issue and all necessary moving papers shall be filed at least three days before the hearing. The examiner shall attend and participate in all hearings. He shall advise the court and approve all orders and decrees as requested.

RULE 11.

Assignment Clerk. (Same as former Rule 33, pp. 2136, 2137 Mason's Minn. Stat.)

THIRD JUDICIAL DISTRICT

(Houston, Olmsted, Wabasha and Winona Counties)

Special terms are held in Olmsted county on the second Monday in September and March; and in Wabasha county on the second Monday in February and July.

Winona and Houston counties have no fixed special term days.

FOURTH JUDICIAL DISTRICT

(Revised and Amended, Effective October 1, 1928, and Further Amended October 17, 1928)

RULE 1.

Filing of Pleadings. In all cases the party filing a note of issue shall at the same time file such of his pleadings and other papers that have been served by him in the cause as have not been theretofore filed. All other parties to the cause shall file their pleadings and other papers served by them forthwith upon receipt of the notice of the date of trial.

RULE 2.

Setting of Cases. (Same as Rule 7, p. 2129 Mason's Minn. Stat.), 148M410, 182NW523.

RULE 3.

Resetting of Cases. (Same as Rule 9, p. 2130 Mason's Minn. Stat.)

RULE 4.

Special Term. Special terms shall be held every Saturday (except on holidays), at 10 o'clock in the forenoon, but matters ordinarily returnable at special term may be noticed for hearing on any court day before the judge in chambers. The preliminary call of the calendar will be followed at once by the peremptory call, at which hearing will be had and causes finally disposed of as reached. No hearing will be set down for the afternoon, nor continued beyond the morning session, unless for urgent reasons. Only causes properly on the calendar when the court opens will be heard, unless they have been omitted by mistake or inadvertence of the clerk. All pleadings, orders, notices, affidavits and other papers proper to be filed must be, to entitle them to be read, filed with the clerk before the day on which the special term is held, unless for some reason other than neglect, the paper could not have been sooner filed, or unless the occasion for the use of the paper arises at the hearing from some cause not previously apparent. The strict enforcement of the provisions of this rule may be relaxed in favor of attorneys from other counties.

RULE 5.

Assignment of cases. (a) (Same as former rule, p. 2129 Mason's Minn. Stat.)

(b) It shall be the duty of the assignment clerk to set for trial each day that the court is in session a sufficient number of cases to keep the courts occupied, and he shall mail to all attorneys postal cards notifying them as to the day their cases are set for trial, fifteen (15) days in advance. Attorneys so notified shall at once inform the clerk whether such case or cases are for trial, and unless so informed within five (5) days after the mailing of such notice it shall be deemed that the case has been settled or abandoned, and the clerk shall then omit it from the calendar and may substitute another case in lieu thereof. (Amended October 17, 1928.)

(c-f) (Same as former rule.)

(g) (Same as former rule, except that reference is to Rule 3 instead of Rule 9.)

(h-k) (Same as former rule.)

(l) (Same as former rule except reference is to Rule 12 instead of Rule 1.)

(m-q) (Same as former rule.)

(r) When the parties to any suit which has reached the active list have settled or dismissed the same, the attorneys shall at once notify the assignment clerk and cause an entry of such settlement or dismissal to be made and entered upon the records. Failure to comply with this rule may be treated as a contempt of court. (Amended October 17, 1928.)

RULE 6.

Adoption Matters. Adoption matters shall be referred to and heard by the judge of the juvenile court.

RULE 7.

Defaults. (a) Divorce cases, in which the time for answering has expired, and default has been made, and in which the summons and complaint, with proof of service thereof, have been filed with the clerk, shall, upon filing with the clerk a note of issue, containing the title of the cause, a statement of the foregoing requisites, and the address of counsel, be

placed upon the calendar and set for trial as provided for in Rule 2.

(b) All causes, other than divorce and tax cases, requiring the taking of testimony, in which the time for answering has expired and default has been made, and in which the summons and complaint, with proof of service, have been filed with the clerk, shall, upon filing with the clerk a note of issue containing the title of the cause, a statement of the foregoing requisites, and the address of counsel, be placed upon a special calendar and set for trial at chambers or special term for such date as may be specified by the party filing the note of issue.

RULE 8.

Clerk's Fee. All clerk and trial fees must be paid before the jury is sworn.

RULE 9.

Exhibits. All exhibits offered in evidence shall be placed in the custody of the clerk of the court who shall be responsible for their care and production and delivery to the party to whom the same may belong for a period of 48 hours following a verdict in cases of trial by jury or rendition of decision by the court without a jury. After the expiration of said 48 hours the care and responsibility for such exhibits shall be upon the parties themselves. Upon surrendering the custody of any such exhibits, the clerk shall take a receipt therefor from the party to whom delivered.

RULE 10.

Findings in Divorce Cases. In divorce cases, upon signing the findings the judge so signing shall deliver the same to the clerk for filing.

RULE 11.

Expert Witness Fees. In taxation of costs in all civil cases a fee not exceeding \$10 per day may be allowed for expert witnesses except under special circumstances such fee may be increased, but not to exceed \$25 per day.

RULE 12.

Fees in Condemnation Proceedings. Each commissioner in condemnation proceedings shall be allowed a fee not to exceed the sum of \$15 per day.

RULE 13.

Orders in Supplementary Proceedings. Orders in supplementary proceedings shall provide that in the examination of the judgment debtor the referee shall not grant more than two continuances.

RULE 14.

Receiverships. (a) All applications for allowance of fees to assignees, receivers and attorneys which allowance is asked to be made from the funds of any insolvent estate or estate in the hands of any receiver for settlement, shall be heard by the full bench or a division thereof, consisting of at least three judges, on the last Saturday of each month. Four copies of the account shall be delivered to the clerk together with the application.

(b) In any case where an order for compensation to a receiver, or attorneys, would appear necessary or expedient, in the exercise of sound discretion, for the preservation of the estate, pending the next full bench meeting when the matter may be presented, the judge to whom the application is made, may, by written order, make such interim allowance.

(c) In receivership matters all interlocutory motions and orders shall be referred to and considered by the judge who appointed the receiver in the first instance.

RULE 15.

Dismissal—Reinstatement of Bail—Criminal Cases.

(a) Motions to dismiss or nolle criminal cases in which there has been a mistrial or in which a new trial has been granted shall be made before the judge who presided at the former trial.

(b) Motions to reinstate defaulted bail shall be made before the judge who ordered the default.

RULE 16.

Probation Rule. In all cases where persons are placed on probation after conviction for crime, such persons shall not be permitted to leave the state of Minnesota without express leave of the court, and leave shall in no case be granted within six (6) months after date of conviction.

RULE 17.

Jury Service. (a) Applications for excuse from jury duty shall be made or referred to the judge to whom the juror has been ordered to report.

(b) No petit juror shall be required to serve more than once in two years, and where it appears that any petit juror is summoned for jury service after having served as a petit juror the year previous he shall be forthwith excused.

REGISTRATION OF LAND TITLES RULES

(a) **Manner of Service—Defendants within the State.** Upon defendants residing or found within the state, the summons shall be served as in the manner provided for service in other civil actions except that, whenever practicable, the service shall be made by personally handing to and leaving with the defendant a true copy thereof.

(b) **Manner of Service—Nonresident Defendants.** The recitals of the order for summons, to the effect that a defendant's address is outside the state or that his address is unknown shall constitute prima facie evidence that said defendant is not a resident of the state and cannot be found therein, and service shall be made accordingly as provided by statute for service upon non-residents, except as to any such defendants upon whom personal service is secured within the state.

(c) **Liens for Tax or Local Assessment Sales.** Decree in either initial or subsequent proceedings in which the title of the applicant is adjudged to be subject to certain liens arising from tax or local assessment sales shall specify such liens and shall provide that upon the filing with the registrar of the official receipt showing redemption from or payment of any such lien or liens, the registrar shall cancel the memorial or memorials thereof. And whenever the auditor's certificate upon any deed thereafter presented for registration shall show taxes to have been "paid by sale," any registration shall be made subject to the sale or sales outstanding against the premises conveyed. The registrar shall note upon any residue certificate a statement that the premises therein described are subject to any taxes which may have accrued subsequent to the date of the original registration.

(d) **Hearings.** All hearings where no issue has been joined shall be had before the court at special term thereof on Wednesday of each week, and note of issue, together with all other papers relating to such registration, shall be filed with the clerk on or before the preceding Monday. In all cases where an answer is filed and not otherwise disposed of by order of the court, notice of trial shall be served and note of issue filed for the general term of court as in civil actions.

(e) **Cases in Which the Registrar May Act without Special Order of Court.** In the following cases the special order of court need not be required unless it shall be requested by the registrar or examiner:

When the inchoate interest of a spouse of the registered owner has been terminated by death, the registrar may receive and enter as a memorial a duly certified copy of the official death certificate and an affidavit of identity of such deceased spouse; and in case such deceased spouse is a joint tenant, the registrar may issue a new certificate to the survivor or survivors in joint tenancy.

When the registered owner has married since the issuance of the certificate, the registrar may receive and enter as a memorial a duly certified copy of the marriage license and return.

FIFTH JUDICIAL DISTRICT

(Dodge, Rice, Steele and Waseca Counties)

SPECIAL RULES RELATIVE TO "BANK TRUSTS"

RULE 1.

Petitions. Petitions for appointment of liquidating agents shall be made by the bank involved or one of its officers setting forth the aggregate amount of the assets of the trust, the number of depositors or creditors interested, the resolution of the Board of Directors of the bank, the action of the depositors and creditors assenting thereto, the approval of the Commissioner of Banks or the Controller of the Currency, as the case may be, together with such other facts as may be pertinent. Notice of hearing on the petition shall be given by publication as required by law.

RULE 2.

Qualification of liquidating agent. Before entering upon his duties the liquidating agent shall file in the office of the Clerk of the District Court of the county wherein the bank is located the order of the court appointing him, an oath of office together with a bond, in such sum as the court may fix, approved by the court, conditioned for the faithful discharge of his duties.

RULE 3.

Depositors Committee. The liquidating agent shall immediately call a meeting of the depositors and creditors who may be beneficiaries of the trust for the purpose of electing from their number a depositor's committee of not less than three or more than seven members authorized to act for them as to all matters pertaining to the trust. A certified copy of the resolution naming such committee shall be filed in the office of the clerk. In case of failure to appoint such committee within thirty days after the appointment of the liquidating agent the court shall make the appointment by order filed with the clerk.

RULE 4.

Agent to accept service. The depositor's committee shall promptly designate some person residing in the district to accept service of all notices, pertaining to the trust and shall file with the clerk such nomination, giving the name and address of the agent.

RULE 5.

Designation of newspaper. At the time of filing the original petition the court shall by order designate a newspaper printed and published in the county wherein the bank is located in which shall be published all notices or orders pertaining to the trust which the court shall require to be published.

RULE 6.

List of depositors and creditors. As soon as practical after the appointment of the liquidating agent he shall file with the clerk a certified list of the depositors and creditors who are beneficiaries of the trust, giving the name and address of each.

RULE 7.

Inventory. He shall also file with the clerk of certified inventory of all of the assets of the trust, giving a complete description of such assets and, in case of notes, bonds or other like instruments, stating the security therefor, the maturity date thereof and whether they are in default.

RULE 8.

Service of orders. Upon the filing of any petition pertaining to a bank trust the court shall make its order briefly stating the purpose of the petition, fixing a time and place for hearing the same, requiring at least ten days notice of such hearing by service of the petition and order upon the agent of the depositors committee, by publication of the order or require such other and further service as may be justified. Provided, that if the court deems it proper it may fix the date of hearing within a shorter period or dispense with notice.

RULE 9.

Compounding Claims. In case the liquidating agent shall desire to compromise or compound any claim which is an asset of the trust or to sell or otherwise dispose of any of the real or personal property belonging to it he shall apply to the court by petition setting forth a description of the asset involved and the reason for his proposed action; thereupon the court may in its discretion make its order as provided for in Rule 8.

RULE 10.

Payment of dividends and expenses. All payments of dividends, allowance of claims for services or expenses of the trustee, his attorney or other persons shall be heard only upon petition and notice given as provided in Rule 8.

RULE 11.

Substitution of assets. Assets shall not be exchanged between the trust fund and the reorganized bank or money paid out of trust fund to the reorganized bank by the liquidating agent without first obtaining the order of the court granted upon such notice as may be directed.

RULE 12.

Filing Reports. The liquidating agent shall at the end of each period of six months from the date of the creation of the trust and at such other times as the court may direct file with the clerk a statement and account of his doings to that date and, if it shall be deemed necessary, the court may fix a time and place for hearing said report as herein provided. If at any time the liquidating agent shall have on hand in said trust fund cash equal to ten per cent of the claims of the interested depositors and creditors he shall make and file a report.

RULE 13.

Removals. Upon filing of a petition by any beneficiary of the trust, the depositors committee or other persons interested in its administration, setting forth that the liquidating agent is not properly performing his duties as such the court may, upon notice as herein provided, hear evidence in support of and against the allegations of such petition. In case the court finds such allegations supported by the evidence it may require the liquidating agent to file a final account of his administration and appoint his successor.

RULE 14.

Clerks files. The schedules setting forth in detail all assets in the trust fund, the list of depositors of the bank involved, the names of all persons entitled

to share in said trust fund, together with the various amounts and sums due them, shall be kept in a separate file in the offices of the clerks of the district court and shall be subject to public inspection only upon the written order of the court.

It is hereby ordered that the foregoing be, and they are, hereby adopted and approved as rules of this court, in addition to the rules which are applicable generally to district courts throughout this state.

Dated July 18, 1933.

FRED. W. SENN,
Judge of the District Court of the
Fifth Judicial District of Minnesota.

SIXTH JUDICIAL DISTRICT
(Blue Earth and Watonwan Counties)

RULE 1.

Special terms. Special terms are held for the hearing of issues of law, applications, motions, orders to show cause, and all matters except the trial of issues of fact, as follows, unless the day indicated is a legal holiday, in which case said special term is held on the day next following:

For Blue Earth county, at the court house in the city of Mankato, at two p. m., on the first and third Mondays in January, March, and April, the fourth Monday in May, the first and third Mondays in July and September, the fourth Monday in October, the first Monday in November, and the first and third Mondays in December.

For Watonwan county, at the court house in the city of St. James, at one p. m. on the second and fourth Mondays in January, the fourth Monday in February, the second and fourth Mondays in March and April, the fourth Monday in June, the second and fourth Mondays in July and September, the second Monday in November, and the second and fourth Mondays in December.

RULE 2.

Call of the calendar. The preliminary call of the calendar at special term will be followed at once by a formal call, at which hearing will be had in cases in their order in which both parties are ready; and the formal call will be followed at once by a peremptory call, at which hearing will be had and cases finally disposed of as reached.

RULE 3.

No trials or hearing out of term. No action will be tried or motion or order to show cause heard out of term.

RULE 4.

Issues of fact triable by jury. All issues of fact triable by jury will be so tried.

RULE 5.

Divorce actions. Divorce cases in which the defendant does not appear will be placed upon the general term calendar, upon filing notes of issue with the clerk as in other cases.

RULE 6.

Default cases. Other default cases may be placed upon the special term calendar in the proper county for trial.

RULE 7.

Stay. Upon rendition of a verdict or a decision by the court in any case no stay of proceedings after the first will be granted without consent of the adverse party, except upon affidavits showing the necessity for such stay and notice to the adverse party.

RULE 8.

Exhibits. All exhibits introduced in evidence upon the trial of actions shall be marked by and left in the custody of the reporter until the close of the trial; and when the trial is completed the reporter shall deliver such exhibits to the clerk of the court. The clerk shall cause the same to be filed and kept in a proper and safe place and shall make and keep a proper index book in which shall be kept a list of all such exhibits and a reference to their places of deposit. All attorneys and interested parties in said actions shall have an opportunity to examine the same in the office of said clerk at all proper times.

SEVENTH JUDICIAL DISTRICT

(Becker, Benton, Clay, Douglas, Mille Lacs, Morrison, Otter Tail, Stearns, Todd, and Wadena Counties)

Special terms for the following counties are held at nine a. m. at the court house on the days indicated:

Stearns county at the city of St. Cloud, on the last Saturday in February, March, September and October.

Morrison county at the city of Little Falls, on the last Tuesday in January and August.

Clay county at the city of Moorhead, on the third Tuesday in February and the second Tuesday in August.

Otter Tail county at the city of Fergus Falls, on the third Tuesday in February and the last Tuesday in August.

EIGHTH JUDICIAL DISTRICT

(Carver, LeSueur, McLeod, Scott, and Sibley Counties)

RULE 1.

Order of trial. No cause will be set for a day certain nor "not to be moved" before a certain date. On the preliminary call of the calendar a case may, by consent of parties, be placed at the foot of the calendar, but such case shall then be given the number in its then order.

At the second call of the calendar all cases shall be tried or disposed of in the order in which they appear on the calendar at the adjournment of court on the first day of the term.

RULE 2.

Service of briefs in cases tried to the court. In all cases tried to the court without a jury, if submitted on briefs, defendant shall have 15 days and plaintiff 30 days after the completion of the trial within which to serve his brief, and defendant 40 days after the completion of the trial within which to serve reply brief.

Counsel, at the time of the service of his brief on the opposing counsel, will furnish the court with a copy thereof.

At the expiration of the said 40 days, the case will be considered as submitted to the court for its decision whether briefs have been served or not. Provided that where a transcript of the evidence is to be furnished, the time for serving briefs shall commence to run from the date of delivery of the transcript by the court reporter.

RULE 3.

Special terms. Special terms are held in Scott county at the city of Shakopee on the third Tuesday in January; in McLeod county at the city of Glencoe on the fourth Tuesday in January; in LeSueur county at the city of LeSueur Center on the last Tuesday in April; in Carver county at the city of Chaska on the last Tuesday in June; and in Sibley county at the city of Gaylord on the last Tuesday in August.

NINTH JUDICIAL DISTRICT

(Brown, Lincoln, Lyon, Nicollet, and Redwood Counties)

RULE 1.

Bonds in attachment shall be in an amount at least equal to the amount of the claim upon which suit is brought, unless special circumstances are shown which satisfy the judge that a smaller bond is sufficient.

RULE 2.

Judgment against a garnishee shall be ordered only upon five days' notice to the garnishee, and like notice to the defendant if the defendant has appeared in the action or at the garnishee disclosure.

TENTH JUDICIAL DISTRICT

(Fillmore, Freeborn, and Mower Counties)

RULE 1.

Files. No papers on file in a case shall be taken from the custody of the clerk, except by the judge, for his own use, or by a referee appointed to try the action. Before the referee shall take any files in said action the clerk shall require a receipt therefor signed by the referee, specifying each paper so taken.

RULE 2.

Call of the calendar. At general terms there shall be two calls of the calendar. The first shall be preliminary, and the second shall be peremptory. All preliminary motions, except motions of continuance, shall be made on the first call. The cases shall be finally disposed of in their order upon the calendar on the second call. Substitution of cases may be made on the second call by consent of all the attorneys in the cases transposed.

RULE 3.

Motions for continuance. All motions for continuance shall be made on the first day of the term, unless the cause for such continuance shall have arisen or come to the knowledge of the party subsequent to that day. And in all affidavits for continuance on account of the absence of a material witness, the deponent shall set forth particularly what he expects and believes the witness would testify to were he present and orally examined in court.

No counter affidavits shall be received on a motion for continuance.

ELEVENTH JUDICIAL DISTRICT

(Adopted and Approved October 23, 1928)

It is hereby ordered that the following be and they are hereby adopted and approved as rules of this court, in addition to the rules which are applicable generally to district courts throughout this state, viz.:

I.

Special terms will be held in Duluth every Saturday (except on holidays and during the months of July and August), at 9:30 o'clock in the forenoon, for the hearing of issues of law, applications, motions and all matters except the trial of issues of fact.

Special terms will be held at Virginia on the fourth Saturday of each month, except the month of August, at 9:30 o'clock in the forenoon.

Special terms will be held at Hibbing the first Saturday of each month, except the month of August, at 9:30 o'clock in the forenoon.

II.

Divorce cases in which the defendant does not appear will be placed upon the general term calendar

upon filing notes of issue with the clerk, as in other cases.

III.

Attorneys are hereby required to designate upon each note of issue filed in the office of the clerk of said court whether the case mentioned therein is triable by the court or by the jury.

IV.

The petit jury will be summoned to appear at Duluth at 9:30 a. m. on the first Monday after the first day of the term, and the first and second days of the term will be devoted to the calling of the calendar, hearing calendar motions, and trying default divorce cases.

The petit jury will be summoned to appear at Virginia at 9:00 a. m. on the first Monday after the first day of the term.

The petit jury will be summoned to appear at Hibbing and Ely at 1:30 p. m. the first day of the term.

V.

All exhibits, introduced in evidence by any party in the trial of all actions, shall be marked by the stenographer and shall be left in custody of the stenographer until the close of the trial of said cause, and when the trial of any cause is completed, the stenographer shall deliver all exhibits introduced in evidence in each case, to the clerk of the said court, and the said clerk shall cause the same to be filed and kept in proper and safe place, and shall cause to be made and shall keep a proper index or reference book, wherein shall be kept a list of all such exhibits, with reference to their place of deposit, so that they can be readily found by any parties interested therein, and no person or persons shall be permitted to remove any of such exhibits from such depository, except upon the written order of the court: Provided, that all attorneys and interested parties shall have an opportunity to examine the same in the office of the said clerk, under reasonable provisions to be provided therefor.

VI.

All persons other than the person in whose favor a judgment is entered in any action or proceeding, or his successor in interest, or his or their attorney of record therein, who shall apply for the issuing of an execution on such judgment within the period of two years after the entry thereof, and all persons other than the person in whose favor a judgment is entered or his successor in interest, applying for such execution after the expiration of such period, shall file with the clerk of court where such judgment is entered, at the time of making such application, written authority from the owner of such judgment, duly executed and acknowledged by him, and authorizing the person so making such application to appear and act in said matter.

No execution shall issue in such cases until such authority shall be filed as herein provided.

APPEALS FROM MUNICIPAL COURT OF DULUTH

It is further ordered that the following be and they are hereby adopted and approved as the rules of this court governing appeals from the municipal court of the city of Duluth, viz.:

RULE I.

The clerk of this court shall file all cases appealed from the municipal court of the city of Duluth, and enter the same in all respects upon the various required books in his office as other cases in this court are filed and entered.

RULE II.

Appeals from said municipal court shall be submitted on typewritten records and briefs. Oral arguments will be had only on order of the court.

RULE III.

(Same as former Rule IV, p. 2139, Mason's Minn. Stat.)

RULE IV.

(Same as former Rule V, p. 2139, Mason's Minn. Stat.)

RULE V.

(Same as former Rule VI, p. 2139, Mason's Minn. Stat.)

RULE VI.

(Same as former Rule VII, p. 2139, Mason's Minn. Stat.)

RULE VII.

(1) Prefixed to the brief of the appellant, but stated separately, shall be an assignment of the errors intended to be urged. Each specification of error shall be separately, distinctly and concisely stated, without repetition, and they shall be numbered consecutively. When the error specified is that the finding of the court below is not sustained by the evidence, it shall specify particularly the finding complained of.

(2) The points and authorities of the appellant shall contain a concise statement of the case so far as necessary to present the questions involved and shall state separately the several points relied on for reversal of the order or judgment of the court below, with the list of authorities to be cited in support of the same.

(3) The appellant shall, within five days after the service of the last brief on any appeal, furnish to the clerk for each of the judges a copy of the record and his assignment of errors and points and authorities; and within the same time the respondent shall furnish to the clerk for each of the judges a copy of his points and authorities.

(4) Upon failure of a party, after five days' notice of failure to comply with any requirement of this rule to correct such omission or defect, the appeal will be dismissed, or the order or judgment appealed from affirmed, as the case may be, upon the court's own motion.

RULE VIII.

(Same as former Rule XI, p. 2140, Mason's Minn. Stat.)

RULE IX.

Either party may apply to the court for an order of affirmance or reversal, or for a dismissal, as the case may be, if either party shall neglect to furnish and deliver records or copies thereof or points and authorities, as required by these rules.

RULE X.

Upon the reversal, affirmance or modification of any order or judgment of the municipal court by this court, or upon the dismissal of any appeal, there shall be a remittitur to the municipal court. The remittitur shall be transmitted by the clerk immediately upon the expiration of the period of thirty days after written notice to the losing party of the order of the court upon such appeal, except in case of a dismissal under rules 6, 7, or 9, in which case the remittitur shall be issued and transmitted at once. But the clerk shall not be required to transmit such remittitur until his fees therefor have been paid.

The clerk shall attach to such remittitur certified copies of all orders made and proceedings had upon appeal, and at the time of transmitting such remittitur said clerk shall transmit to the clerk of the municipal court the record theretofore transmitted to him by said municipal court clerk.

RULE XI.

Costs in all cases shall be taxed in the first instance by the clerk upon two days' notice, and judgment entered therefor, subject to review by the court. The taxation by the clerk will be reviewed by the court upon five days' notice at the next special term of this court. The court will only review the items objected to, and upon the ground specified, before the clerk.

RULE XII.

The records, the assignments of errors and briefs shall be neatly and legibly typewritten on white writing paper, properly paged at the top and bound in book form.

RULE XIII.

Applications for rehearing shall be made ex parte on petition setting forth the grounds on which they are made and filed within five days after notice of the decision.

SEVENTEENTH JUDICIAL DISTRICT

(Faribault, Martin, and Jackson Counties)

Special terms of court in the Seventeenth Judicial District, of Minnesota, for the hearing of issues of law, applications, motions, orders to show cause, default cases and all matters except trial of issues of fact, are hereby fixed as follows:

1. Special terms of court for the county of Martin shall be held at chambers, in the court house, in the city of Fairmont, Minnesota, on the first Monday in each month, excepting the month of August, at ten o'clock in the forenoon, unless said day is a legal holiday, in which case said special term shall be held on the day next following.

2. Special terms of court for the county of Faribault shall be held at the court room, in the court house, in the city of Blue Earth, Minnesota, on the first Wednesday in each month, excepting the month of August, at ten o'clock in the forenoon, unless said day is a legal holiday, in which case said special term shall be held on the day next following.

3. Special terms of court for the county of Jackson shall be held at the court room, in the court house, in the city of Jackson, Minnesota, on the first Friday in each month, excepting the month of August, at ten o'clock in the forenoon, unless said day is a legal holiday, in which case said special term shall be held on the day next following.

4. The Clerk in each county shall keep a special term calendar, on which he shall enter all actions or proceedings noticed for such special term, according to the date of issue or service of motion. Notes of issue of all matters to be heard at a special term shall be filed with the Clerk one day before the term.

5. These rules shall take effect and be in force from and after the first day of September, 1929. All special term rules heretofore made in said district are hereby annulled.

Dated August 3, 1929.

JULIUS E. HAYCRAFT,
Judge of the Seventeenth Judicial District.

EIGHTEENTH JUDICIAL DISTRICT

(Anoka, Isanti, Wright, and Sherburne Counties)

Special terms for the following counties are held at the court house on the days indicated:

Anoka county at the city of Anoka, on the third Monday in January, May, July, September and November.

Isanti and Sherburne counties, at the cities of Cambridge and Elk River, respectively, by appointment.

Wright county at the city of Buffalo, on the first Tuesday in February, April, September and November.

NINETEENTH JUDICIAL DISTRICT

(Kanabec, Chisago, Pine and Washington Counties)

Special terms are held in Washington county on the second and fourth Mondays of each month for the trial of issues of fact by the court, the trial of issue of law, the hearing of motions and applications, and all matters except the trial of issues of fact by a jury. G. S. 1923, §163, Mason's Minn. Stat., 1927, id.

Special terms are held in Pine county on the third Tuesday of each month except the months of May, June, August and November.

MINNESOTA PROBATE COURT RULES

(No change in these rules. See pp. 2143, 2144, Mason's Minn. Stat.)

RULE V.—ATTORNEYS

Attorney's fees cannot be charged as costs unless an attorney at law is employed. 181M254, 232NW318. See Dun. Dig. 6425.

Rule is valid. Op. Atty. Gen., July 16, 1929.

RULE XVI.—RETURN ON APPEAL

Probate court may not charge fee for making return to district court, and this rule is invalid. Op. Atty. Gen., Apr. 30, 1929.

Appendix No. 5 Curative Acts

Continuing Stalland's Minnesota Curative Acts

Stalland's Minnesota Curative Acts is the work of Knute D. Stalland, of the Ramsey County bar. It was published by the Mason Publishing Co., 2642 University Ave., St. Paul, Minn. This little book gives a complete list of curative acts affecting land titles from the beginning of the Government of Minnesota to and including the 1929 session of the legislature. Copies of the book may be obtained from Mason Publishing Co. The price is \$2.50.

1. Acknowledgments.

Act Ex. Ses., Dec. 23, 1933, c. 8. Acknowledgment of grantors taken before grantee in 1928.

1½. Actions.

Laws 1931, c. 240. Summons delivered to improper person for execution.

9. Cities and villages.

Laws 1931, c. 11. Bonds to fund floating indebtedness in cities of the fourth class having home rule charter, in excess of 20% of assessed valuation.

Laws 1931, c. 145. Elections for adoption of charter under Const. art. 4, §36.

Laws 1931, c. 154. Bonds to fund floating indebtedness in cities of fourth class having home rule charter; issuance without submission to electors.

Laws 1931, c. 172. Same; defects in ordinance.

Laws 1931, c. 184. Payments for support of poor by fourth class cities with home rule charters.

Laws 1931, c. 317. Street improvement proceedings in fourth class cities having home rule charters.

Laws 1931, c. 361. Conveyances with reservation of right to use waters and right of way.

Laws 1933, c. 155, validates expenditures for extending electric power lines beyond village or borough limits.

Laws 1933, c. 205. Legalizing acquisition of land for park purposes.

Act Ex. Ses., Dec. 20, 1933, c. 2. Certificates of indebtedness by cities of the first class operating under home rule charter, and bond issues to pay same.

10. Corporations and corporate conveyances.

Laws 1931, c. 46. Cemetery associations organized under G. S. 1894, title 2, c. 34.

Laws 1931, c. 107. Renewal of corporate existence of corporations for profit and social corporations.

Laws 1931, c. 108. Renewal of corporate existence of creamery associations.

Laws 1931, c. 149. Renewal of corporate existence of co-operative companies and associations.

Laws 1931, c. 197. Renewal of township mutual insurance companies.

Laws 1931, c. 219. Renewal of county fair associations.

Laws 1931, c. 273. Renewal of co-operative creamery or cheese factory associations.

Laws 1931, c. 335. Extending period for closing affairs.

Laws 1933, c. 40. Renewal of corporate existence of cooperative companies and associations.

Laws 1933, c. 56. Bank holiday.

Laws 1933, c. 104 (Mar. 21). Validates previous incorporations where publication and recording of articles were defective and have been amended.

Laws 1933, c. 156. Renewal of corporate existence of corporations for profit, social and cooperative corporations.

Laws 1933, c. 193. Renewal of corporate existence.

Laws 1933, c. 199. Renewal of expired corporate existence of cooperative associations.

Laws 1933, c. 248. Extending time for closing affairs of expired corporations.

Laws 1933, c. 253. Legalizing defective extension of corporate existence of mutual creamery and cheese factory insurance companies.

Act Ex. Ses., Dec. 23, 1933, c. 11. Authorizes renewal of corporate existence of cooperative companies whose terms have expired.

Act Jan. 6, 1934, Ex. Ses., c. 48. Renewal of corporate existence of horticultural corporations and societies.

Act Jan. 9, 1934, Ex. Ses., c. 73, §1, §1442-21(b). Payments by municipal employees relief associations.

Act Jan. 9, 1934, Ex. Ses., c. 80. Renewal of corporate existence of profit and social corporations whose period of duration has expired within five years prior to passage of act. It is omitted as temporary.

11. County commissioners proceedings.

Laws 1931, c. 10. Bonds to fund floating indebtedness in counties with assessed valuation of over \$9,000,000, and total bonded debt of not over \$415,000, without vote of electors.

Laws 1931, c. 25. Payment of salaries and clerk hire for probate court.

Laws 1931, c. 26. Payment of salaries to members of county board.

Laws 1931, c. 28. Payments to county treasurer in excess of salary fixed by Laws 1929, c. 107, as amended by Laws 1929, c. 307.

Laws 1931, c. 42. Payment of premiums of automobile policies issued to officers and employees.

Laws 1931, c. 45. Payment of salaries to members of county board.

Laws 1931, c. 80. Bonds to fund floating indebtedness.

Laws 1931, c. 102. Warrants issued by certain counties.

Laws 1931, c. 103. Payment of salaries under Laws 1927, c. 383.

Laws 1931, c. 110. Payment of salaries of county attorney or his assistants in certain counties.

Laws 1931, c. 135. Payment of salaries to members of county board in certain counties.

Laws 1931, c. 139. Payment of salary to deputy register of deeds in certain counties.

Laws 1931, c. 207. Abatement of taxes.

Laws 1931, c. 239. Bonds to fund floating indebtedness.

Laws 1931, c. 330. Payment of insurance premiums to indemnify officers and employees.

Laws 1933, c. 43. Overdrafts in poor fund in certain counties.

Laws 1933, c. 67. Payments for extermination of grasshoppers.

Laws 1933, c. 68. Payment of salaries to county board members.

Laws 1933, c. 125, validates 1932 county tax levies in excess of existing limitations.

Laws 1933, c. 145, validates certificates of indebtedness issued to townships in payment of road aid advanced.

Act Apr. 15, 1933, c. 282. County warrants in certain counties validated.

Laws 1933, c. 282, §4. Transfer of funds in certain counties validated.

Laws 1933, c. 296, §2. Warrants in certain counties validated.

Laws 1933, c. 371, legalizes claims made by single commissioner in certain counties.

Act Ex. Ses., Dec. 27, 1933, c. 25, legalizes appropriations by county board for Lac Qui Parle Reservoir project in certain county.

14. Dower and curtesy.

Laws 1931, c. 29. Abolished as to lands conveyed by guardian of incompetent prior to Jan. 1, 1920, unless action is begun within 6 months after Feb. 26, 1931.

15. Drainage proceedings.

Laws 1933, c. 243. Legalizing changes in county ditch systems.

16. Executors, administrators and guardians.

Laws 1933, c. 394. Premature hearing in probate court after proper notice.

21. Mortgages and mortgage foreclosure sales.

Laws 1931, c. 198. Sale by advertisement; notice not filed with registrar of titles.

Laws 1931, c. 199. Same; notice fixing place of sale in sheriff's office instead of front door of courthouse.

Laws 1931, c. 230. Same; mortgages to trustees of school districts, and foreclosure and redemption.

Laws 1931, c. 237. Same; containing the following defects:

1. That the power of attorney to foreclose the mortgage provided for by Section 9606, General Statutes 1923, did not refer to the book and page of record thereof in the office of the register of deeds where the same is of record, or otherwise definitely describe and identify the mortgage authorized to be foreclosed.

2. That the power of attorney to foreclose the mortgage was witnessed, and the acknowledgment of the execution of the same by the mortgagee or by the officers of the mortgagee, if a corporation, was taken by the person, to whom such power was granted.

3. That the power of attorney to foreclose said mortgage provided for by Section 9606, General Statutes 1923, had not been executed and recorded prior to such foreclosure sale as provided by law, or had been executed prior to such foreclosure sale, but not recorded until after such sale, provided such power of attorney is executed and recorded in the proper office prior to the passage of this act.

4. That the power of attorney to foreclose the mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, was executed by the mortgagee or assignee before there was default and the power of sale therein contained had become operative.

5. That the notice of sale was published six times but not for six weeks prior to the date of sale or that the sale thereunder was held before one week had elapsed after the last and sixth publication had been made.

6. That the notice of sale as published properly described the property to be sold in one or more of the publications thereof but failed to do so in the other publications thereof, the correct description having been contained in the copy of said notice served on the occupant of said premises.

7. That the notice was published for six full weeks and the mortgage sale was postponed and the original notice, together with notice of postponement, was regularly published in one issue of the same newspaper immediately succeeding the last publication of the original notice, but no notice was published in the issue of the said newspaper intervening between the first publication of said postponement and the postponed date of sale.

8. That the notice of mortgage foreclosure sale correctly stated the day of the month and hour and place of sale but named a day of the week which did not fall on the date given for such sale.

9. That the notice of sale correctly described the real estate but omitted the county and state in which said real estate is located.

10. That the notice of sale did not state the amount due or failed to state the full and correct amount due or claimed to be due.

11. That the notice of sale described the municipality in which the sale was to take place as a city instead of a village, or village instead of city.

12. That the notice of sale did not give the date of such notice.

13. That notice upon the occupant of the mortgaged premises was actually served more than four weeks before the foreclosure but that the affiant's signature was omitted from the affidavit of such service, but that a proper affidavit of such service has been filed prior to the passage of this act.

14. That the notice of foreclosure was published six full weeks in a legal paper, although, the affidavit of publication stated that the publication began later than the time the actual publication occurred.

15. That the notice of sale was published for six insertions in a weekly paper but the printer's affidavit through error shows but five insertions, or that the sale was on the date of the sixth insertion.

16. That the notice of sale failed to specify the due date of such mortgage.

17. That the first publication of notice of mortgage foreclosure stated that sale would be made by sheriff in his office in the court house, and the sheriff of said county having no office in the court house the five subsequent publications were amended to state that such foreclosure sale would be made by the sheriff at the front door of the court house, and that such sale was made pursuant to said amended notice.

18. That the notice of mortgage foreclosure sale was signed by the name of the mortgagee, a corporation, by an officer or agent without the designation of the office

APPENDIX NO. 5—CURATIVE ACTS

or agency of such person appearing as a part of such corporate signature, but the corporate seal of such corporation mortgagee was affixed as a part of such signature to said notice of mortgage foreclosure sale.

19. That the affidavit of costs of said mortgage foreclosure sale was not filed or recorded within the time required by law, but has been filed prior to the passage of this act.

20. That several distinct and separate and not contiguous parcels of land were sold together as one parcel and to one bidder for one bid for the whole as one parcel.

21. That no authenticated copy of the order appointing or letters issued by the probate court to a representative or guardian of the estate of the mortgagee or his assignee, was filed and recorded in the office of the register of deeds where the mortgage is of record, provided such order or letters have in fact been recorded in the proper office prior to the passage of this act.

22. That said mortgage was assigned by final decree of a probate court in which decree the mortgage was not properly and fully described.

23. That the sale was made at the place or time which the notice of sale provided, but the Sheriff's Certificate stated that said sale was made at a different time or place.

24. That the Sheriff's Certificate of Sale together with the accompanying affidavits and return of service were not filed or recorded within twenty days after the date of sale but have been filed or recorded prior to the passage of this act.

25. That the hour of sale was omitted from the notice of sale, or from the sheriff's certificate of sale, of the mortgaged premises.

26. That prior to the foreclosure or attempted foreclosure, no registration tax was paid, but has been paid prior to the passage of this act, or not sufficient registration tax according to law had been paid on the mortgage attempted to be foreclosed.

27. That the date of the mortgage or any assignment thereof or the date, the month, the day, hour, book and page, or document number of the record or filing of the mortgage or any assignment thereof, in the office of the Register of Deeds or Registrar of Titles is incorrectly stated in the notice of sale or in any of the foreclosure papers, affidavits or instruments.

28. That the affidavit of publication incorrectly stated the time that the publication actually occurred.

29. That one of the regular publication days for a notice of mortgage foreclosure sale fell upon any legal holiday, or that the mortgage foreclosure sale was held upon any legal holiday.

30. That the attorney foreclosing was the husband or wife of the holder of such mortgage, as mortgagee, assignee or mortgagee or otherwise.

31. That foreclosure record was not filed in proper office prior to expiration of 15 years from due date of such mortgage, if sale was in fact made prior to such 15 year period.

32. That the notice of the pendency of the suit or proceedings to enforce or foreclose the mortgage as provided in Section 8303, Mason's Minnesota Statutes of 1927, has not been filed with the Registrar of Titles and a memorial thereof entered on the register at the time of or prior to the commencement of such action or proceeding, or that no such notice was filed at any time.

33. That notice upon the occupant of the mortgaged premises was actually made four weeks before the foreclosure sale, but that no affidavit of service was filed, or that the affidavit was erroneously executed, but a proper affidavit has been filed prior to the passage of this act.

34. That said mortgage so foreclosed, was assigned one or more times and said assignments duly recorded in the office of the register of deeds before the commencement of said foreclosure and said mortgage was foreclosed by the assignee of record and the actual owner of said mortgage, but that the notice of said foreclosure sale and the foreclosure sale record failed to state the names of one or more of said assignees and the actual owner of said mortgage whose name was subscribed to said notice was therein stated to be the mortgagee instead of the assignee of mortgagee.

35. That the power of attorney to foreclose the same provided for by chapter 262 of the General Laws of Minnesota for the year 1897, has been acknowledged before a notary public who is the same person named as the attorney authorized to make such foreclosure, and which attorney has signed as witness to the signature of the person who executed such power of attorney.

36. That the power of attorney to foreclose a real estate mortgage constituting part of the assets of the estate of a deceased person was signed by the representative of the estate as an individual, rather than in a representative capacity.

37. That the initials of one of the mortgagors was set out in reverse order in the notice of mortgage foreclosure sale, but was correctly stated in a power of attorney and sheriff's certificate of sale.

Laws 1933, c. 90, §3. Postponement of sale.

Laws 1933, c. 437, reads as follows:

Section 1. **Mortgage foreclosures legalized.**—Every mortgage foreclosure sale by advertisement heretofore

made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the Register of Deeds or registered with the Registrar of Titles of the proper county of this state, together with a record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against either or all of the following objections, viz:

1. That the power of attorney to foreclose the mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, did not refer to the book and page of record thereof in the office of the Register of Deeds where the same is of record, or otherwise definitely describe and identify the mortgage authorized to be foreclosed.

2. That the power of attorney to foreclose the mortgage was witnessed, and the acknowledgment of the execution of the same by the mortgagee or by the officers of the mortgagee, if a corporation, was taken by the person, to whom such power was granted.

3. That the power of attorney to foreclose said mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, had not been executed and recorded prior to such foreclosure sale as provided by law, or had been executed prior to such foreclosure sale, but not recorded until after such sale, provided such power of attorney is executed and recorded in the proper office prior to the passage of this Act.

4. That the power of attorney to foreclose the mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, was executed by the mortgagee or assignee before there was default and the power of sale therein contained had become operative.

5. That the notice of sale was published six times but not for six weeks prior to the date of sale or that the sale thereunder was held before one week had elapsed after the last and sixth publication had been made.

6. That the notice of sale as published properly described the property to be sold in one or more of the publications thereof but failed to do so in the other publications thereof; the correct description having been contained in the copy of said notice served on the occupant of said premises.

7. That the notice was published for six full weeks and the mortgage sale was postponed and the original notice, together with notice of postponement, was regularly published in one issue of the same newspaper immediately succeeding the last publication of the original notice, but no notice was published in the issue of the said newspaper intervening between the first publication of said postponement and the postponed date of sale.

8. That the notice of mortgage foreclosure sale correctly stated the date of the month and hour and place of sale but named a day of the week which did not fall on the date given for such sale.

9. That the notice of sale correctly described the real estate but omitted the county and state in which said real estate is located.

10. That the notice of sale did not state the amount due or failed to state the full and correct amount due or claimed to be due.

11. That the notice of sale described the municipality in which the sale was to take place as a city instead of a village; or village instead of city.

12. That the notice of sale did not give the date of such notice.

13. That notice upon the occupant of the mortgaged premises was actually served more than four weeks before the foreclosure but that the affiant's signature was omitted from the affidavit of such service, but that a proper affidavit of such service has been filed prior to the passage of this Act.

14. That the notice of foreclosure was published six full weeks in a legal paper, although the affidavit of publication stated that the publication began later than the time the actual publication occurred.

15. That the notice of sale was published for six insertions in a weekly paper but the printer's affidavit through error shows but five insertions, or that the sale was on the date of the sixth insertion.

16. That the notice of sale failed to specify the due date of such mortgage.

17. That first publication of notice of mortgage foreclosure stated that sale would be made by sheriff in his office in the court house, and the sheriff of said county having no office in the court house the five subsequent publications were amended to state that such foreclosure sale would be made by the sheriff at the front door of the court house, and that such sale was made pursuant to said amended notice.

18. That the notice of mortgage foreclosure sale was signed by the name of the mortgagee, corporation, by an officer or agent without the designation of the office or agency of such person appearing as a part of such corporation signature, but the corporate seal of such corporation mortgagee was affixed as a part of such signature to said notice of mortgage foreclosure sale.

19. That the affidavit of costs of said mortgage foreclosure sale was not filed or recorded within the time required by law, but has been filed prior to the passage of this Act.

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20. That several distinct and separate and not contiguous parcels of land were sold together as one parcel and to one bidder for one bid for the whole as one parcel.

21. That no authenticated copy of the order appointing or letters issued by the probate court to a representative or guardian of the estate of the mortgagee or his assignee, was filed and recorded in the office of the Register of Deeds where the mortgage is of record, provided such order or letters have in fact been recorded in the proper office prior to the passage of this Act.

22. That said mortgage was assigned by final decree of a probate court in which decree the mortgage was not properly and fully described.

23. That the sale was made at the place or time which the notice of sale provided, but the Sheriff's Certificate stated that said sale was made at a different time or place.

24. That the Sheriff's Certificate of Sale together with the accompanying affidavits and return of service were not filed or recorded within twenty days after the date of sale but have been filed or recorded prior to the passage of this Act.

25. That the hour of sale was omitted from the notice of sale, or from the Sheriff's Certificate of Sale, of the mortgaged premises.

26. That prior to the foreclosure or attempted foreclosure, no registration tax was paid, but has been paid prior to the passage of this Act, or not sufficient registration tax according to law had been paid on the mortgage attempted to be foreclosed.

27. That the date of the mortgage or any assignment thereof or the date, the month, the day, hour, book and page, or document number of the record or filing of the mortgage or any assignment thereof, in the office of the Register of Deeds or Registrar of Titles is incorrectly stated in the notice of sale or in any of the foreclosure papers, affidavits or instruments.

28. That the affidavit of publication incorrectly stated the time that the publication actually occurred.

29. That one of the regular publication days for a notice of mortgage foreclosure sale fell upon any legal holiday, or that the mortgage foreclosure sale was held upon any legal holiday.

30. That the attorney foreclosing was the husband or wife of the holder of such mortgage, as mortgagee, assignee, of mortgagee or otherwise.

31. That foreclosure record was not filed in proper office prior to expiration of 15 years from due date of such mortgage, if sale was in fact made prior to such 15 year period.

32. That the notice of the pendency of the suit or proceedings to enforce or foreclose the mortgage as provided in Section 8303, Mason's Minnesota Statutes of 1927, has not been filed with the Registrar of Titles and a memorial thereof entered on the register at the time of or prior to the commencement of such action or proceeding, or that no such notice was filed at any time.

33. That notice upon the occupant of the mortgaged premises was actually made four weeks before the foreclosure sale, but that no affidavit of service was filed, or that the affidavit was erroneously executed, but a proper affidavit has been filed prior to the passage of this Act.

34. That said mortgage, so foreclosed, was assigned one or more times and said assignments duly recorded in the office of the Register of Deeds before the commencement of said foreclosure and said mortgage was foreclosed by the assignee of record and the actual owner of said mortgage, but that the notice of said foreclosure sale and the foreclosure sale record failed to state the names of one or more of said assignees and the actual owner of said mortgage whose name was subscribed to said notice was therein stated to be the mortgagee instead of the assignee of mortgagee.

35. That the power of attorney to foreclose the same, provided for by Mason's Minnesota Statutes of 1927, Section 9606, has been acknowledged before a notary public who is the same person named as the attorney authorized to make such foreclosure, and which attorney has signed as witness to the signature of the person who executed such power of attorney.

36. That the power of attorney to foreclose a real estate mortgage constituting part of the assets of the estate of a deceased person was signed by the representative of the estate as an individual, rather than in a representative capacity.

37. That the initials of one of the mortgagors was set out in reverse order in the notice of mortgage foreclosure sale, but was correctly stated in the power of attorney and Sheriff's Certificate of Sale.

38. That the notice of sale was published in a weekly newspaper for six full weeks, and at the time specified therein for such sale the same was postponed for less than one week and there was no issue of such newspaper published during the time intervening between the date of such postponement and the postponed date of sale and no notice of such postponement was published or posted.

39. That the notice of mortgage foreclosure sale failed to state or incorrectly stated the middle initial of the name of the mortgagor, the mortgagee or assignee of mortgagee as the same appeared in the mortgage.

40. That a certified copy of the final decree of distribution entered by the probate court in the estate of the mortgagee and filed and recorded in the office of the Register of Deeds of the county where the mortgage is of record, failed to enumerate the date and place of filing and recording said mortgage, provided an amended final decree of distribution enumerating the date and place of filing and recording said mortgage be filed and recorded, prior to the passage of this Act, in the office of the Register of Deeds of the county where the mortgage is on record.

41. That the Sheriff's Certificate of Sale was not executed, filed or recorded within 20 days after the sale, but has been executed, filed and recorded prior to the passage of this Act.

42. That the power of attorney was not witnessed.

43. That the notice of mortgage foreclosure sale correctly stated the day of the month, the hour, and place of sale but failed to state the year.

44. That the notice of sale as published and/or served, correctly gave the number of the book and page where the mortgage was recorded but failed to designate said book as being "book of mortgages."

45. That the power of attorney to foreclose the mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, was executed by the president of a cemetery association only, who held his office by common consent of the members thereof, without being regularly elected as provided in the articles of incorporation, and where the seal of said corporation is omitted from the power of attorney.

46. That the notice of Mortgage Foreclosure Sale was in all respects regular except that said notice was published only five times.

47. That the notice of sale and/or sheriff's certificate of sale correctly referred to the assignment of said mortgage, to the date of said assignment, and to the date and hour of recording or registration thereof, but incorrectly referred to the document number of said instrument as affixed thereto by the Register of Deeds or the Registrar of Titles of the county in which said assignment was recorded or registered.

48. That the notice of foreclosure sale was not served upon the person in possession of the mortgaged premises.

49. That where the mortgaged premises were not occupied by any person or persons living thereon and the notice of foreclosure sale was not served on any person or persons otherwise in possession of said premises and the Sheriff of the County in which said premises are situated, either as such officer or as an individual, made affidavit in said proceeding, that at least four weeks before the time appointed for the sale of the mortgaged premises he attempted to make service of such notice of sale upon the person in possession of said premises and that at said time and for some time prior thereto said premises were wholly vacant and unoccupied, but that such notice of sale was not served upon persons who had used such premises for cultivation or otherwise during the year preceding the date of such affidavit.

50. That the description of the mortgage contained in the Sheriff's Certificate of Sale recited an incorrect date as the date of the mortgage where the correct date was set forth in the printed notice of the mortgage foreclosure sale annexed to such sheriff's certificate or referred to therein.

51. That in all mortgage foreclosure sales by action wherein heretofore the report of sale has been confirmed by order filed in the action and a certificate of sale was thereafter executed in proper form but not recorded within twenty days after such confirmation and has since been recorded, such certificate and the record thereof are hereby legalized with the same effect as if such certificate had been executed, acknowledged and recorded within such twenty days.

52. That the notice of sale was signed by a person purporting to act as administratrix of the estate of a deceased person when as a matter of fact the person so signing said notice was the executrix of the last will and testament of the said deceased person, and also as against the objection that the said executrix was elsewhere in said notice or in the proceedings had to foreclose said mortgage referred to as the administratrix of said deceased person instead of being referred to as the executrix of the last will and testament of said deceased person.

Sec. 2. **Not to affect pending actions.**—The provisions of this Act shall not affect any action or proceeding now pending in any of the courts of this state.

Sec. 3. **Provisions separable.**—The provisions of this Act are hereby declared to be severable. If one provision hereof shall be found by the decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other provisions of this Act. (Act Apr. 22, 1933, c. 437.)

Act Dec. 27, 1933, Ex. Ses., c. 26. Mortgage to banking corporation omitting word "The" in corporate name.

Act Jan. 5, 1934, Ex. Ses., c. 42. Power of attorney not executed or recorded before sale by advertisement.

21½. Municipal bonds.

Laws 1931, c. 203. Bonds purchased by state board of investment.

Laws 1933, c. 37. Bonds issued by first class cities under Laws 1919, c. 41.

Laws 1933, c. 120, §7. Bonds for poor relief.

Laws 1933, c. 120, §7, validates poor relief bonds theretofore issued.

Laws 1933, c. 131, §3, and Laws 1933, c. 338, §2, validates county poor relief bonds issued under Laws 1933, c. 43.

Laws 1933, c. 150, validates bonds issued and sold to state board of investment.

Act Ex. Ses., Dec. 23, 1933, c. 12, validates bonds issued by cities of the fourth class to secure loan of federal funds under National Recovery Act.

Act Ex. Ses., Dec. 23, 1933, c. 13, validates bonds issued by cities of the fourth class for sewage disposal plant.

Act Ex. Ses., Dec. 23, 1933, c. 17, §2, §1968-9, legalizes bonds issued for sale to federal government under National Recovery Act.

Act Ex. Ses., Dec. 23, 1933, c. 18. Special road bonds pursuant to special election held within 6 months prior to passage of act.

Act Jan. 9, 1934, Ex. Ses., c. 65. Bonds issued by certain counties to fund outstanding warrants.

22. Newspapers (containing legal publications).

Laws 1933, c. 4. Missing weekly issue.

24. Plats.

Laws 1931, c. 319. Defect in description of land and execution of plat.

Laws 1933, c. 188. Recording of corrected plats.

28½. Sheriff.

Laws 1931, c. 260. Acts of person assuming to perform functions of office.

31. Townships and school districts.

Laws 1931, c. 38. Payments of state school aid.

Laws 1931, c. 42. Payment of premiums on automobile policies issued to officers and employees.

Laws 1933, c. 188. Recording of corrected plats.

Laws 1933, c. 67. Expenditures for exterminating grasshoppers.

Laws 1933, c. 159, §2, legalizes expenditures for town road engineering services.

Laws 1933, c. 176, §2, legalizes expenditures for libraries.

Laws 1933, c. 227. Bonds of certain school districts.

33. Wills.

Laws 1931, c. 259. Holographic wills executed between Mar. 29, 1927, and Mar. 31, 1927.

Laws 1933, c. 394. Premature hearing after proper notice.

41. Mortgage registration tax not paid.

Laws 1931, c. 173. Termination of land purchase contracts.

43. Tax Sale.

Laws 1931, c. 158. Notice to redeem not stating correct amount due.

Laws 1931, c. 325. Sale on improper day.

47½. Roads.

Laws 1933, c. 207. Legalizing transfer of funds.

52. Local and special laws.

St. Louis County

Laws 1931, c. 21. Sale under swamp land certificate No. 14178.