CHAPTER 504

LANDLORDS AND TENANTS

504.01 DISTRESS FOR RENT.

HISTORY. 1877 c. 140 s. 1; G.S. 1878 c. 75 s. 39; G.S. 1894 s. 5872; R.L. 1905 s. 3327; G.S. 1913 s. 6806; G.S. 1923 s. 8186; M.S. 1927 s. 8186.

Where distraint had been made and possession of goods taken at the time of the passage of Laws 1877, Chapter 140, Section 1, the plaintiff's rights under pending action were not affected. Dutcher v Culver, 24 M 584.

Owner leased farm for cash rental, with a provision that if crop was being sold or removed or if attached by a creditor of lessee, the landlord could seize the grain. Held, that the arrangement did not constitute a chattel mortgage and only an attempt to create a pledge, and the lessor had no lien until he took possession, and a claimant creditor of the lessee who took possession under a chattel mortgage had a claim superior to that of the lessor. Bank v Zwart, 158 M 100, 196 NW 935.

Lessee cannot apply against ore royalties accruing in 1928, under a lease as modified, the advance royalty which accrued and was paid under the terms of a sublease terminating in 1925. Hammel v Hill, 182 M 1, 232 NW 40, 674.

Lease granting right to hunt and fish upon lessor's premises did not in itself give permission to dam the outlet of the waters thereon, thus flooding lessor's land. Pohl v Long Meadow, 182 M 118, 233 NW 836.

Paying the costs and damages awarded plaintiff in an action in ejectment does not destroy defendant's right to appeal from the judgment of restitution. Patnode v May, 182 M 348, 234 NW 11.

Plaintiff leased the store to a corporation which discontinued, and at the date of the discontinuance two of the stockholders continued the business. Later one withdrew and later the surviving partner discontinued. There was no assumption of the lease and the persons continuing were not liable for the full life of the list but only for the time it was occupied by them. O'Neil v Oys, 216 M 391, 13 NW(2d) 8.

In construing a lease full weight should be given to the object the parties had in view in making the contract, and all language should be given its natural meaning as applied to the circumstances and subject matter. Orme v Atlas Oil Co. 217 M 37, 13 NW(2d) 757.

The landlord agreed to repair a screen window but before he did so, a child of the tenant broke through and was killed. The lessor is liable in damages. The parents are not liable in contributory evidence. The liability of the landlord rests upon his express contract. Saturnini v Rosenblum, 217 M 147, 14 NW(2d) 108.

Contract granted privilege of renewal of lease upon condition "lessor is still the acting administrator at the expiration of the lease". The change in title of the property was sufficient so that the lessee was not entitled to a renewal. Church v Frissell, 217 M 597, 15 NW(2d) 20.

The words in a lease "at any time up to and including the first day of December, 1942" and again "in the event said second party shall purchase said property" are construed to constitute an "option to purchase" and not a contract of sale. Vogt v Ganlisle Co. 217 M 601, 15 NW(2d) 91.

A landlord making repairs and improvements though not required to do by lease, assumes a duty toward persons who may be affected by his failure to exercise reasonable care in fulfillment of that duty and is liable for negligence therein. Ryberg v Ebnet, 218 M 115, 15 NW(2d) 456.

Whether it was contributory negligence to stumble over a metal floor plug extending up from the floor ¼ to ⅜ of an inch, was for the jury. McGenty v Stephenson, 218 M 311, 15 NW(2d) 874.

In an action for fraud inducing plaintiffs to enter into lease of apartment hotel, allegations that defendants' representatives involved "latent and hidden defects" not noticeable or discoverable until plaintiff took possession were properly ordered stricken with directions to make more definite, and stating date of discovery. Henvit v Keller, 218 M 299, 15 NW(2d) 780.

504.02 CANCELATION OF LEASES IN CERTAIN CASES; ABANDONMENT OR SURRENDER OF POSSESSION.

HISTORY. R. S. 1851 c. 74 s. 14; P.S. 1858 c. 64 s. 14; G.S. 1866 c. 75 s. 15; G.S. 1878 c. 75 s. 33; G.S. 1894 s. 5865; 1901 c. 72; R.L. 1905 s. 3328; G.S. 1913 s. 6807; 1917 c. 428 s. 1; 1923 c. 76 s. 1; G.S. 1923 s. 8187; M.S. 1927 s. 8187; 1937 c. 38 s. 1.

Statutory substitute for former practice does not give right of re-entry, but makes the commencement of an action equivalent to an actual re-entry. Woodcock v Carlson, 41 M 542, 43 NW 479.

In an action brought to have restitution of premises because of non-payment of rent upon the day specified in the lease, a tender of the amount due plus costs entitles the tenant to a dismissal of the action. George v Mahoney, 62 M 370, 64 NW 911; Seeger v Smith, 74 M 279, 77 NW 3.

Holdings prior to Laws 1901, Chapter 72. Cook v Parker, 67 M 324, 69 NW 1099; Wacholz v Griesgraber, 70 M 220, 73 NW 7.

If an instrument is a lease, action in forcible entry to recover possession will lie; if a contract of sale, it will not. In this case held to be a lease. Twitchell v Cummings, 123 M 270, 143 NW 785.

Stipulation in a lease of a store prohibiting use for immoral purposes construed as to display and sale of certain publications. Paust v Georgian, 147 M 149, 179 NW 735.

A lease is both an executory contract and a present conveyance, and creates a privity of contract and a privity of estate, an assignment of a lease transfers the privity of estate but not the privity of contract. Davidson v Trust Co. 158 M 411, 197 NW 833.

Sublease for the whole term is in law an assignment as between the original lessor and the sublessee, but may be given effect as a contract as between the sublessor and the sublessee, but if the sublessor retains any part of the term, it does not operate as an assignment but only as a sublease. Davidson v Trust Co. 158 M 411, 197 NW 833.

Rights of lessor, lessee, and assignee of lease of gravel pit construed. Fifield v Biesanz, 167 M 401, 209 NW 260.

Where lessee covenanted to pay rent and taxes, the receipt of the rent was not a waiver of the non-payment of taxes and lessor might invoke their right of re-entry. Trust Co. v Blank, 168 M 312, 210 NW 34.

Husband and wife execute a trust deed and put in escrow, to become effective upon the contingency that the trustee accept the trust and the wife obtain an absolute divorce. Held to be valid. Trust Co. v Lancaster Co. 185 M 121, 240 NW 459.

To render a constructive eviction a defense, the tenant must abandon or surrender the premises on account thereof. Leifman v Percansky, 186 M 427, 243 NW 446.

There is no presumption of excess of power attaching to the contracts of corporations, and prima facie they are valid. Equitable v Equitable, 202 M 529, 279 NW 736.

A contract is not void as against public policy unless it is injurious to the interests of the public or contravenes some interest of society. Equitable v Equitable, 202 M 529, 279 NW 736.

Where the lease provides for termination by the lessor upon default of payment of rent or taxes and that no forfeiture will take place except on 30 days written notice, the lease terminates when the 30 day notice period has run, and rent payments on taxes falling due during the notice period are obligations of the lessee. Merrimac v Gross, 216 M 244, 14 NW(2d) 506.

504.03 TENANT MAY NOT DENY TITLE; EXCEPTION.

HISTORY. 1899 c. 13; R.L. 1905 s. 3329; G.S. 1913 s. 6808; G.S. 1923 s. 8188; M.S. 1927 s. 8188.

The taking of a written lease of premises by one in possession under a claim of title adverse to that of the lessor does not estop the lessee from setting up title in himself. Trebesch v Trebesch, 130 M 368, 153 NW 754.

Effect of lease subsequent to purported gift. Drager v Seegert, 138 M 9, 163 NW 757.

It is a well settled general rule that a tenant while in possession cannot deny his landlord's title. Davidson v Trust Co. 158 M 427, 197 NW 833.

Tenant in possession under a lease is estopped from questioning its validity. Smith v Harvanko, 160 M 532, 200 NW 90.

In an action to determine adverse claims by a landlord against his tenant, the tenant is not estopped by his lease from denying his landlord's title. Such estoppel arises in an action where possession only is sought. Bank v Olson, 189 M 528, 250 NW 366.

Person holding land in subordination to landlord's title is estopped from denying that title. Exsted v Exsted, 202 M 526, 279 NW 554.

504.04 PERSON IN POSSESSION LIABLE FOR RENT; EVIDENCE.

HISTORY. R.S. 1851 c. 49 ss. 31 to 33; P.S. 1858 c. 36 ss. 31 to 33; G.S. 1866 c. 75 ss. 18 to 20; G.S. 1878 c. 75 ss. 36 to 38; G.S. 1894 ss. 5868 to 5870; R.L. 1905 s. 3330; G.S. 1913 s. 6809; G.S. 1923 s. 8189; M.S. 1927 s. 8189.

Liability of tenant treated historically. Dutcher v Culver, 24 M 584.

Where a third party is in possession of leased premises under the lessee, the law presumes an assignment, and in an action against him for rent, the burden is on him to explain the character of his possession; such burden is also on his assignee in insolvency. Dickinson v Fitterling, 69 M 162, 71 NW 1030.

A tenant who takes possession under a void lease becomes a tenant at will and liable for the specified rent until the tenancy is terminated. A conveyance of the fee by the lessor does not change the character of the tenancy. Fisher v Heller, 174 M 233, 219 NW 79.

Defendant, in possession of leased premises as an equitable assignee of plaintiff's lessee, is liable for rent as specified in the lease. Trust Co. v Medical Arts Bldg. 192 M 6, 255 NW 86.

A testamentary trustee, accepting a leasehold as part of the trust property, becomes an assignee thereof and as such liable on the covenants of the lease, running with the title, to pay rent and taxes. Liability is not terminated by an accepted offer to surrender lease, though it may be by assignment. McLaughlin v Trust Co. 192 M 203, 255 NW 839.

Right of intervenor in an action for rent. Scott v Van Sant, 193 M 465, 258 NW 817.

Assignee, under contract to assign lease, who agreed to perform and discharge covenants binding upon lessee, including covenant to pay rent, held to have acquired equitable interest in leasehold. Medical Arts v Minnesota Loan, 78 F(2d) 938.

Liability of assignees of lessee. 19 MLR 344.

504.05 RENT LIABILITY; DESTROYED UNTENTABLE TENEMENTS.

HISTORY. 1883 c. 100 s. 1; G.S. 1878 Vol. 2 (1888 Supp.) c. 75 s. 38a; G.S. 1894 s. 5871; R.L. 1905 s. 3331; G.S. 1913 s. 6810; G.S. 1923 s. 8190; M.S. 1927 s. 8190.

A lease of a building eo nominee is a lease of the land on which the building stands; and at common law a covenant in a lease of land for a term was not terminated by destruction by fire of the buildings on the land, unless so provided in the lease. Lanpher v Glenn, 37 M 4, 33 NW 10.

If a building becomes untenantable during the term of a lease, the lease is terminable at the option of the lessee. If he remains after repairs are made and

pays rent he is held to have elected to continue under the lease. Boston Block v Buffington, 39 M 385, 40 NW 361.

To obtain relief from liability for future rent the lessee must surrender the premises. Roach v Peterson, 47 M 291, 50 NW 80.

To show defense, tenant when sued, must aver or show the building was destroyed without fault on his part. Roach v Peterson, 47 M 291, 50 NW 80.

When leaseheld premises become untenantable, the lessee in order to relieve himself from liability for future rent must promptly elect whether he will retain his lease or terminate by surrendering possession. Roach v Peterson, 47 M 462, 50 NW 601.

In a defense that the premises were unfit for occupancy it is held that a tenant from month to month, by continuing to occupy after the end of the current month, the condition remaining unchanged, is liable for that month's rent. Flint v Sweeney, 49 M 509, 52 NW 136.

In an action to recover rent for a part of the term, it is a good defense that the tenant had previously surrendered the premises to the landlord and the latter had accepted same, and such defense may be coupled with a further defense that the premises were so untenantable that he was compelled to abandon them. Minneapolis Co-operative v Williamson, 51 M 53, 52 NW 986.

Statute applies only when premises have been "destroyed" or "so injured" as to be untenantable. Minneapolis v Williamson, 51 M 53, 52 NW 986.

When in an action for rent, the tenant interposes the defense of fire damage rendering the premises untenantable, the burden of proof is on the tenant to show the untenantable condition. Wampler v Weinmann, 56 M 1, 57 NW 157.

A tenant remaining in possession of premises, notwithstanding certain defects, does not amount to an election to continue as a tenant notwithstanding subsequent and increased defects, which render the premises unfit for occupancy. Damkroger v Pearson, 74 M 77, 76 NW 960.

Where the premises become untenantable between the date of the execution of the lease and the date set for occupancy the lessee may refuse to accept the premises. Rosenstein v Cohen, 96 M 336, 104 NW 965.

Tenant of a building destroyed by fire, and who surrendered the premises, may recover back rent paid in advance for the following month. Fink v Weinholze, 109 M 381, 123 NW 931.

A lease having terminated before the expiration of a year by reason of the destruction of the premises, the lessor may recover a proportionate part of the yearly rental. Lindeke v McArthur's, 125 M 1, 145 NW 399.

Possession of lessee's subtenant is the possession of the lessee himself, and continued possession after injury to the building by subtenants subjects the lessee to the same liability as though he were in personal possession. Weiss v Zenith Co. 129 M 486, 152 NW 869.

Possession by the tenant pending the adjustment of a fire loss, does not waive the right to terminate the tenancy. Wolfson v Zimmerman, 132 M 192, 156 NW 119.

By removing the front wall of the building, the city made plaintiff's premises untenantable, and when he vacated in consequence thereof his obligation to pay rent ceased. Kafka v Davidson, 135 M 389, 160 NW 1021.

Lessee who took premises in present condition, covenanted to make repairs, remodel or rebuild, cannot on subsequent condemnation of the building by the city, cancel the lease and escape payment of rent. Friedman v Nathan, 159 M 101, 198 NW 460.

Lessor failed to heat a store building in accordance with contract, whether the tenant waived his right to treat the breach as a constructive eviction was a question of fact for the jury. Greenstein v Conradi, 161 M 234, 201 NW 602.

Holder of an option for a lease exercised same assuming the property to be tenantable, and before the lease was executed discovered the property to be untenantable. Held, he may withdraw his election and refuse to accept the lease. Friedman v Nathan, 165 M 136, 205 NW 945.

To render a constructive eviction a defense, the tenant must abandon the premises on account thereof. Leifman v Percansky, 186 M 427, 243 NW 446.

Lessee under the lease, in case of fire was to be relieved of rent during the time the building was untenantable and had the right to terminate the lease unless the lessor rebuilt promptly. Held, the lessee had the right to petition the court for his proportion of the gross award deposited with the clerk, when the city took over the property under the right of eminent domain. Siggelkow v Arnold, 187 M 395, 245 NW 629.

A lessee, continuing in possession of leased premises, can relieve himself from payment of rent only by showing some valid cancelation or termination of the lease, and where the premises are damaged by fire the service of a notice that the tenant intends to quit does not terminate the lease unless the lessee surrenders the premises within a reasonable time. Hoppman v Persha, 189 M 40, 248 NW 281.

Condemnation of leased premises; compensation. 1 MLR 281.

504.06 ESTATE AT WILL, HOW DETERMINED; NOTICE.

HISTORY. R.S. 1851 c. 49 s. 34; P.S. 1858 c. 36 s. 34; G.S. 1866 c. 75 s. 21; G.S. 1878 c. 75 s. 40; G.S. 1894 s. 5873; R.L. 1905 s. 3332; G.S. 1913 s. 6811; G.S. 1923 s. 8191; M.S. 1927 s. 8191.

1. In general
2. When no default in rent
3. When default in rent
4. Mode of service
5. Waiver of notice

1. In general

The relation of landlord and tenant may exist, although the lease is void. A tenancy at will is created, and the tenant is bound to pay rent. Fisher v Heller, 166 M 190, 207 NW 498.

Mere vacation of premises is not a surrender of property. To constitute a surrender there must be an agreement or a 30 days' notice as required by section 504.06. Maze v Minneapolis Willy-Knight, 184 M 5, 237 NW 612.

Telephone message that tenant would quit unless repairs were made; and the obtaining of the keys by the janitor who cleaned up the apartment, held not sufficient notice to relieve tenant from the payment of subsequent rental. Cottrell v Shulind, 186 M 292, 243 NW 62.

Notice to quit premises held under a tenancy at will "on and after May 31st" held to be a sufficient notice. Hyman v Kahn, 199 M 139, 271 NW 248.

A landlord who attempts by force to compel a tenant to surrender possession is guilty of the crime of coercion. Landlord may not take summary possession in case of a tenancy at will, but must obtain possession by the usual statutory remedy. State v Brown, 203 M 505, 282 NW 136.

A tenancy from year to year can only be terminated by statutory three months' notice to quit, terminating with the year. It is not determined by the death of either lessor or lessee. State Bank v Dixon, 214 M 39, 7 NW(2d) 351.

Necessity of notice to quit where tenant holds over lease for a definite term. 6 MLR 250.

2. When no default in rent

When no term is fixed in a lease, the lessee is a tenant at will and may terminate his tenancy at any time by prescribed statutory provisions. Sanford v Johnson, 24 M 172.

Where in a tenancy from month to month, the month begins on the first day, a notice served a month before the day named in it requiring the tenant to quit on the last day of the month is sufficient. Petsch v Biggs, 31 M 392, 18 MLR 101.

Limitation on time for removal of fixtures. Erickson v Jones, 37 M 459, 35 NW 267.

Tenancies from year to year exist as at common law, except as to length of notice. The statutory notice to quit applies to tenancies from year to year. This overrules Smith v Bell, 44 M 524. Hunter v Frost, 47 M 1, 49 NW 327.

Leased premises held from month to month may be terminated by either party on giving the requisite notice. Surrender of the keys is not equivalent to notice. Entry by landlord to protect the property is not waiver of notice. Finch v Moore, 50 M 116, 52 NW 384.

In case of a tenancy at will, rent payable monthly, the lease may be terminated by a month's notice by either landlord or tenant, but the notice must regularly terminate with some month counting from the beginning of the tenancy. Grace v Michaud, 50 M 139, 52 NW 390.

Tenancy at will from month to month, rent payable monthly, can only be terminated by one month's notice, and notice by the tenant that he surrenders the premises as of the date of the notice is insufficient. Eastman v Vetter, 57 M 164, 58 NW 989.

Facts sustain a holding that the tenancy was at will and the notice of termination of the lease sufficient. Rogers v Brown, 57 M 223, 58 NW 981.

When a tenant of premises rented to him for one month holds over and pays rent after the expiration of the first month, he becomes a tenant at will and to terminate, he must give the statutory notice. Shirk v Hoffman, 57 M 230, 58 NW 990.

Construction as to whether a farm lease terminates in the spring or in the fall. Ingalls v Oberg, 70 M 102, 72 NW 841.

Findings sustain the holding that there was a lack of legal notice. Prendergast v Searle, 74 M 333, 77 NW 231.

A notice to quit only a part of the demised premises, where the whole thereof are held under one lease is insufficient. Substantial, not technical, accuracy is required in a notice to quit. Alworth v Gordon, 81 M 445, 84 NW 454.

After the expiration of the term fixed in a written lease the tenant remained in possession under an oral agreement to occupy and pay from month to month. Held to be a tenancy at will and the statutory requirements as to notice required. Paget v Electrical Co. 82 M 244, 84 NW 800.

Notice to terminate held insufficient because of lack of certainty as to date of termination. Waggoner v Preston, 83 M 336, 86 NW 335.

Although the original entry by the tenant was made without authority, payment of rent for one month made him a tenant at will, and obligated him to serve the statutory notice of termination. Van Brunt v Wallace, 88 M 116, 92 NW 521.

To terminate a tenancy from month to month, beginning in advance on the first day of the month, the written notice must be served prior to the first day of the month. Oesterreicher v Robertson, 187 M 497, 245 NW 825.

An owner who has several properties available may, notwithstanding O.P.A. regulations, choose which he will occupy as his home. Sviggum v Phillips, 217 M 586, 15 NW(2d) 109.

3. When default in rent

Under General Statutes 1866, Chapter 84, Section 11, and in an action to recover premises for non-payment of rent, no demand for the rent is necessary as a condition precedent to maintain the action. Gibbens v Thompson, 21 M 398; Spooner v French, 22 M 37.

Where a tenant holds over after rent becomes due the right of action is complete, and a notice to vacate is unnecessary. Caley v Rogers, 72 M 100, 75 NW 114.

Landlord has right of restitution against tenant holding over after default in payment of rent. The lease need not contain a re-entry clause, and a tender of rent after commencement of the action must include costs as well. Seeger v Smith, 74 M 279, 77 NW 3.

4. Mode of service

Service of notice of termination of tenancy at will upon the landlord's agent is sufficient service. Prendergast v Searle, 81 M 291, 84 NW 107.

Any mode of serving a notice to quit is sufficient, where it can be traced to the hands of the party for whom it was intended, in due time. Alworth v Gordon, 81 M 445, 84 NW 454.

Possession and operation of a farm under a void lease creates a tenancy at will, which may be terminated only by statutory notice. Hagen v Bowers, 182 M 136, 233 NW 822.

Notice to quit premises under a month to month tenancy read "on and after May 31st". Held sufficient notice to quit on that date. Hyman v Kahn, 199 M 139, 271 NW 248.

5. Waiver of notice

When the landlord subsequently to the service of notice to quit agrees that the tenant may remain in possession, the effect of the notice is waived. Arcade v Gieriet, 99 M 277, 109 NW 250.

The receipt of rent accruing after the occurrence of the cause of forfeiture under the terms of the lease for a definite term, to the knowledge of the lessor, bars his right of entry for conditions broken. Kenny v Seu Si Lun, 101 M 253, 112 NW 220.

Where lessee has an option to rent for an additional time, and the written lease is silent as to the terms of the optional tenancy, the same terms as in the original lease will apply. Any notice to be given under the terms of the original lease is deemed waived by the landlord, and a holding over by the tenant is deemed an exercise of his option by the lessee. Kean v Story, 121 M 198, 140 NW 1031.

A tenant under a month to month tenancy gave notice to quit, but remained in possession for a month after the time specified in the notice. Held to be a waiver of the notice, and the tenancy remained as from month to month, and could only be terminated by a new notice. King v Durkee, 126 M 452, 148 NW 297.

504.07 URBAN REAL ESTATE; HOLDING OVER.

HISTORY. 1901 c. 31; R.L. 1905 s. 3333; G.S. 1913 s. 6812; G.S. 1923 s. 8193; M.S. 1927 s. 8193.

A written lease of urban premises for one year contained a provision that the lessee had the option to renew at same terms for two additional years. He occupied the premises for the first year and for one year and two months thereafter when the landlord gave notice to dispossess. Held, the facts constitute an exercise of the option by the tenant and he has a tenancy for the entire three-year term. Caley v Thornquist, 89 M 348, 94 NW 1084.

Landlord notified tenant that if he held over he would be required to pay higher rent; the tenant in staying over even under protest will be required to pay the additional rent. Stees v Bergmeier, 91 M 513, 98 NW 648.

A written lease stated: "said lease to commence March 1, 1902, with privilege of leasing four years longer at same terms", the lessee remaining in possession for several months after March 1, 1902. Held, the law implied a contract on his part for the additional four years. Quade v Fitzloff, 93 M 115, 100 NW 660.

Tenant in possession under a written lease held over, becoming a tenant from month to month. Held, the obligations of the written lease are in effect and the tenant had a right of action for leakage loss caused by unworkmanlike repairs made in accordance with the original written contract. Slafter v Siddall, 97 M 291, 106 NW 308.

Lessee had an option for additional term after expiration of original term. Lease was silent as to conditions. At end of term no new contract was made and no notice of the exercise of the option. The tenant merely held over and continued to pay rent. Held, the holding over may be deemed the exercise of the option by the lessee and a waiver by the lessor. Kean v Clark, 121 M 198, 140 NW 1031.

A tenant under a month to month tenancy gave notice to quit, but did not move out on the specified date. The landlord accepted rent. Held to be a nullification of the notice and the lessee again became a tenant from month to month. King v Durkee, 126 M 452, 148 NW 297.

The measure of damages for the breach of contract to repair is the difference between the rental value of the premises in their actual condition and that rental value in which the landlord agreed to put them. The amount paid as rent is basis for finding the value if repairs had been made. Theopold v Curtsinger, 170 M 105, 212 NW 18.

A provision in a lease for the purchase of certain fixtures from the lessor by the lessee, in the event of the lease being "extended" construed that the parties did not have in mind a statutory extension of month to month, but an extension by agreement, and consequently the lessee must accept and pay for the fixtures. Little v Thomas, 174 M 87, 218 NW 242.

Holding over by tenant pursuant to an extension or renewal clause in a lease works a renewal of the lease upon all the terms of the old lease except the clause for renwal or extension. Hildebrandt v Newell, 199 M 319, 272 NW 257.

Necessity of notice to quit where tenant holds over. 6 MLR 250.

504.08 NOTICE TO BE GIVEN OF VACATION OF BUILDING.

HISTORY. 1915 c. 213 s. 1; G.S. 1923 s. 8194; M.S. 1927 s. 8194.

Vacation of a building containing pipes liable to freeze and without giving notice to the lessor as required by statute is an abandonment even if he left his goods therein, and the tenant is liable for damage. Gibbons v Yunker, 142 M 99, 170 NW 917, 145 M 401, 177 NW 632.

504.09 NOTICE OF CANCELATION OF LEASES.

HISTORY. 1921 c. 394 s. 1; G.S. 1923 s. 8192; M.S. 1927 s. 8192.