

REVISED LAWS

MINNESOTA

1905

ENACTED APRIL 18, 1905 TO TAKE EFFECT MARCH 1, 1906

EDITED AND ANNOTATED BY
MARK B. DUNNELL

PUBLISHED UNDER CHAPTER 185, LAWS 1905

ST. PAUL
PUBLISHED BY THE STATE
1906

CHAPTER 62

LANDLORDS AND TENANTS

3327. Distress for rent—The remedy by distress for rent is abolished. (5872)

Prior to statute (24-584).

3328. Action by landlord—Re-entry—Tenant, when restored—In case of a lease of real property, when the landlord has a subsisting right to re-enter for the failure of the tenant to pay rent, he may bring an action to recover possession of the property, and such action is equivalent to a demand for the rent and a re-entry upon the property; but if, at any time before possession has been delivered to the plaintiff on recovery in the action, the lessee or his successor in interest as to the whole or a part of the property pays to the plaintiff or brings into court the amount of the rent then in arrears, with interest and costs of the action, and an attorney's fee not exceeding five dollars, and performs the other covenants on the part of the lessee, he may be restored to the possession, and hold the property according to the terms of the original lease. (5865; '01 c. 72)

Statute does not give right of re-entry but simply makes commencement of action equivalent to an actual re-entry (41-542, 43+479). No second trial of right under § 4430 (14-170, 131). Tender of rent (62-370, 64+911; 74-279, 77+3. See, prior to 1901 c. 72, 67-374, 378, 69+1099; 70-220, 73+7).

3329. Tenant may not deny title—Exception—When any person enters into the possession of real property under a lawful lease, he shall not while so in possession deny the title of his landlord in an action brought by such landlord, or any person claiming under him, to recover possession of the property; but such estoppel shall not apply to any lessee who, at and prior to the lease, is in possession of the premises under a claim of title adverse or hostile to that of the lessor. ('99 c. 13)

3330. Person in possession liable for rent—Evidence—Every person in possession of land out of which any rent is due, whether it was originally demised in fee, or for any other estate of freehold, or for any term of years, shall be liable for the amount or proportion of rent due from the land in his possession, although it be only a part of the land originally demised. Such rent may be recovered in a civil action, and the deed, demise, or other instrument showing the provisions of the lease may be used in evidence by either party to prove the amount due from the defendant. Nothing herein contained shall deprive landlords of any other legal remedy for the recovery of rent, whether secured to them by their leases, or provided by law. (5868-5870)

24-584, 589; 69-162, 164, 71+1030.

3331. Building destroyed, etc.—Rent—The lessee or occupant of any building which, without fault or neglect on his part, is destroyed, or is so injured by the elements or any other cause as to be untenable or unfit for occupancy, is not liable thereafter to pay rent to the lessor or owner thereof, unless otherwise expressly provided by written agreement; and the lessee or occupant may thereupon quit and surrender possession of such premises. (5871)

Tenant liable for rent unless he surrenders possession within reasonable time after premises become unfit (47-291, 50+80; 47-462, 50+601; 49-509, 52+136; 74-77, 76+960). Resuming possession after repairs held to continue lease (39-385, 40+361). Not applicable to failure to furnish steam heat and elevator service (51-53, 52+986). Burden of proving destruction or unfitness on tenant (56-1, 57+157). Rule at common law (37-4, 33+10). Statutory provisions incorporated in lease. Effect of premises becoming untenable after execution of lease and before time of delivery (104+965).

3332. Estate at will, how determined—Notice—Estates at will may be determined by either party by three months' notice in writing for that purpose given to the other party, and, when the rent reserved is payable at periods of less than three months, the time of such notice shall be sufficient if it be equal

3332
101-M - 255

to the interval between the times of payment; and, in all cases of neglect or refusal to pay the rent due on a lease at will, fourteen days' notice in writing to quit, given by the landlord to the tenant, is sufficient to determine the lease. (5873)

1. When no default in rent—Duty to serve notice reciprocal. Notice must terminate with the month, quarter or year, according to the nature of the tenancy. A present demand or notice to quit is insufficient (50-116, 52+384; 50-139, 52+390; 47-1, 49+327; 57-230, 58+990; 57-164, 58+989; 81-445, 84+454; 82-244, 84+800; 83-336, 86+335; 88-116, 92+521. See 57-223, 58+981; 74-333, 77+231). Applicable where no term is fixed in the lease (24-172); and to tenancies from year to year (47-1, 49+327; 70-102, 72+841). Substantial not technical accuracy required in notice (81-445, 84+454. See 83-336, 86+335). 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 (31-392, 18+101). A notice to quit only a part of demised premises where the whole thereof are held under one lease is insufficient (81-445, 84+454). Statutory notice limits time to remove fixtures (37-459, 35+267).

2. When default in rent—Notice to quit not a condition precedent to action under § 4038 for possession for non-payment of rent (72-100, 75+114; 74-279, 77+3; 22-37; 21-398).

3. Mode of service—Should be personal when practicable. Service by mail sufficient if notice actually reaches tenant (81-445, 84+454). Service on agent of landlord held sufficient (81-291, 84+107).

3333. Urban real estate—Holding over—When the lessee or tenant of urban real estate, or any interest therein, holds over and retains possession thereof after expiration of the term of the lease without express contract with the owner, no tenancy for any other period than the shortest interval between the times of payment of rent under the terms of the expired lease shall be implied. ('01 c. 31)

89-348, 94+1084; 91-513, 98+648; 93-115, 100+660.

CHAPTER 63

CONVEYANCES OF REAL ESTATE

3334. Terms defined—Mortgages, etc., included—The word "purchaser," as used in this chapter, shall embrace every person to whom any estate or interest in real estate is conveyed for a valuable consideration, and also every assignee of a mortgage, lease, or other conditional estate. The word "conveyance," as so used, shall include every instrument in writing whereby any interest in real estate is created, aliened, mortgaged, or assigned, or by which the title thereto may be affected in law or in equity, except wills, leases for a term not exceeding three years, and powers of attorney. (4184-4186; '01 c. 37)

Held "conveyances" and within recording act: a mortgage (18-232, 212; 22-137); an assignment of a mortgage (7-176, 120; 104+237); a party-wall agreement (23-34); a contract for sale of land (37-61, 33+216); a release of land from a mortgage (22-532; 27-396, 7+826); a release of a judgment lien (39-382, 40+368); an assignment of a certificate of sale on foreclosure (59-285, 61+144); a deed granting a permanent right of way (34-493, 26+732); a deed by an "occupant" under the federal town site act (3-119, 69); a grant of a right to cut and remove timber (81-15, 83+471; 93-505, 101+959); a deed from a husband to a wife (10-50, 32). Formerly executory contracts for the sale of land were excepted (15-59, 40; 39-420, 40+557; 70-467, 73+404). Leases excepted (8-524, 467). The term "purchaser" includes an assignee of a mortgage (7-176, 120; 18-232, 212) and an assignee of an executory contract for sale of land (70-467, 73+404). Cited (3-119, 69; 57-452, 59+533; 66-219, 68+1068).

3335. Conveyances by husband and wife—Powers of attorney—A husband and wife, by their joint deed, may convey the real estate of either. The husband, by his separate deed, may convey any real estate owned by him, except the homestead, subject to the rights of his wife therein; and the wife, by her separate deed, may relinquish her rights therein when so conveyed, and without such conveyance she may, by separate deed or instrument, release her dower in lands of a former deceased husband. Real estate owned by the wife

103-M - 193
114-NW 746

3335
07 - 123
07 - 417
3335
09 - 29
