

## Wamberg & Jacobson vs. L. A. Freeland.

The case of Wamberg & Jacobson against L. A. Freeland to secure possession of the Hope House, has dragged along through several days, and finally resulted in a verdict for the plaintiffs. In order to an understanding of the origin of the dispute it may not be amiss to state some of the facts preceding the suit for possession. Messrs. Wamberg & Jacobson, bought the property from the former owner and at that time Mr. Freeland was tenant in the building. After having received their deed Messrs. Wamberg & Jacobson informed Mr. Freeland of their purchase and of the charge made thereby etc. At the time of the sale of the property to Wamberg & Jacobson the county held a tax deed which had been secured after returning some \$700 to the Goose River Bank, which the county had received from that institution at a tax sale, and to which money the counties title was absolute. After the time of the purchase of the property by Wamberg & Jacobson, and after Mr. Freeland had been informed of the change in landlords and that he could continue to use the premises on the same terms as he had been doing, and after the suit for possession had been commenced, the county gave the defendant in the suit a lease of the property at a lower figure than he had been paying.

We believe the foregoing states the matter as it is generally understood to be. On the trial the defense set up the claim that the Justice had no jurisdiction, claiming that the title to real estate was involved, and that question could not be decided in a Justice court. Justice Wallace ruled that the result of the case could not affect the title in any way, and that, no matter how the suit might be decided any valid title would be just as good as it ever was; that the question of title must be decided in the District Court, after which whoever was declared the lawful owner could take such steps as seemed necessary. This brought the matter to trial on the plain question as to whether the relation between the plaintiffs and defendant was that of landlord and tenant.

After the testimony for the defense had begun the witness on cross examination was asked if he had paid rent to Steele County subsequent to receiving a notice from the plaintiffs to quit the premises. The counsel for the defense objected to this question on the claim that the plaintiffs had not put the notice in evidence, and stated that the defense would proceed no further in the case if compelled to answer this question. The Justice ruled that the notice had been introduced in evidence, and that the question as to whether he had received a notice from plaintiffs to quit was proper, whereupon the defense rested. After hearing the argument of the counsel the court said that if the evidence, circumstances and surroundings of the case all taken together were such as to warrant a belief that there was such a relation as landlord and tenant existed between the plaintiffs and defendant then the verdict should be for the plaintiffs. No written lease was necessary. The party feeling aggrieved had a full remedy in an appeal to the District Court. The Justice decided in favor of the plaintiffs and the defendant gave notice of appeal.