

MAINE STATE LEGISLATURE

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SEVENTY-EIGHTH LEGISLATURE

HOUSE

NO. 322

House of Representatives, Feb. 16, 1917.

Referred to Committee on Judiciary and five hundred copies ordered printed. Sent up for concurrence.

W. R. ROIX, Clerk.

Presented by Mr. Gurney of Portland.

STATE OF MAINE

IN THE YEAR OF OUR LORD ONE THOUSAND NINE
HUNDRED AND SEVENTEEN

AN ACT to Amend Section Ten of Chapter Ninety-nine of
the Revised Statutes, relative to Leases.

Be it enacted by the People of the State of Maine, as follows:

Section ten of chapter ninety-nine of the Revised Statutes
2 is hereby amended by adding thereto the following:

‘But no action or suit at law in assumpsit, debt, covenant
2 broken or otherwise, shall be maintained for any sum or
3 sums claimed to be due for rental or for any claim for dam-
4 ages for the breach of any of the conditions claimed to be
5 broken on the part of the lessee, his legal representatives,

6 assigns or tenant, contained in a lease or written agreement
7 to hire or occupy any building, buildings or part of a build-
8 ing, during a period when such building, buildings or part
9 of a building, which the lessee, his assigns, legal representa-
10 tives or tenant may occupy or have a right to occupy, shall
11 have been destroyed or damaged by fire or other unavoid-
12 able casualty, so that the same shall be thereby rendered
13 unfit for use or habitation, and no agreement contained in
14 a lease of any building, buildings or part of a building or
15 in any written instrument, shall be valid and binding upon
16 the lessee, his legal representatives or assigns, to pay the
17 rental stipulated in said lease or agreement, during a period
18 when the building, buildings or part of a building described
19 therein shall have been destroyed or damaged by fire or
20 other unavoidable casualty, so that the same shall be ren-
21 dered unfit for use and habitation,' so that said section when
22 amended shall read as follows:

'Sect. 10. Sums due for rent on leases under seal or other-
2 wise, and claims for damages to premises rented, may be
3 recovered in an action of assumpsit on account annexed to
4 the writ, specifying the items and amount claimed, but no
5 action or suit at law in assumpsit, debt, covenant broken or
6 otherwise, shall be maintained for any sum or sums claimed
7 to be due for rental or for any claims for damages for the
8 breach of any of the conditions claimed to be broken on
9 the part of the lessee, his legal representatives, assigns or
10 tenant, contained in a lease or written agreement to hire

11 or occupy any building, buildings or part of a building, dur-
12 ing a period when such building, buildings or part of a
13 building, which the lessee, his assigns, legal representatives
14 or tenant may occupy or have a right to occupy, shall have
15 been destroyed or damaged by fire or other unavoidable
16 casualty, so that the same shall be thereby rendered unfit
17 for use or habitation; and no agreement contained in a
18 lease of any building, buildings or part of a building or in
19 any written instrument, shall be valid and binding upon the
20 lessee, his legal representatives or assigns, to pay the rental
21 stipulated in said lease or agreement, during a period when
22 the building, buildings or part of a building described there-
23 in shall have been destroyed or damaged by fire or other
24 unavoidable casualty, so that the same shall be rendered
25 unfit for use and habitation.'