

IN THE ALLIANCE MUNICIPAL COURT
STARK COUNTY OHIO FILED

PANSYA FOSTER : '93 MAR 26
Plaintiff : CASE NO. 93 PCV-G&T-185
vs : JUDGE ALLIANCE
WANDA JONES : MUNICIPAL COURT
Defendant : JUDGMENT ENTRY

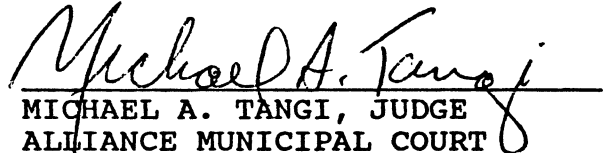
This matter came to be heard on Plaintiff's First Cause of Action upon an oral hearing on March 1, 1993. Testimony having been taken, the Court finds that rent is customarily paid to the Plaintiff or Plaintiff's agent at the beginning of the month at Defendant's residence; and, that neither Plaintiff nor Plaintiff's agents appeared at Defendant's residence to collect the rent in February.

"The general rule, in the absence of a contrary agreement, is that payment is to be made on the demised premises. Where a landlord accepts payment for the rent without expressing dissatisfaction with the payments at the rented premises, or without informing tenants that the rent must be paid at the landlord's residence, the place of payment is at the rented premises." 65 O. Jur. 3d Landlord and Tenant, §318.


The Court concludes that in the absence of an attempt by Plaintiff or Plaintiff's agents to collect rent at the demised premises, Plaintiff has not carried her burden of proof in demonstrating non-payment of rent for the month of February, 1993.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED, that
Plaintiff's First Cause of Action is dismissed.

Plaintiff's second cause of action is continued.


MICHAEL A. TANGI, JUDGE
ALLIANCE MUNICIPAL COURT

Approved:


IVAN L. REDINGER, JR. Reg. #0030450
Attorney for Defendant

(Declined Opportunity to Sign)
John D. Morris. Reg. # 000629
Attorney for Plaintiff