

CIRCULAR 179  
JUNE 1970

This LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between \_\_\_\_\_ tenant, of \_\_\_\_\_ landlord, of \_\_\_\_\_

SECTION 1. DESCRIPTION OF PROPERTY. The "landed hereby leased to the tenant to occupy and use for agricultural and related purposes, the following real estate located in the County of \_\_\_\_\_ and State of \_\_\_\_\_, on Highway No. \_\_\_\_\_ and specifically described as to acrea and bounds in Deed Book No. \_\_\_\_\_ County, commonly known as the \_\_\_\_\_ farm and consisting of \_\_\_\_\_ acres, more or less, together with all buildings and improvements thereon except as otherwise specified hereafter:

(ALL) This property together with hereinafter referred to as the "Farm")

SECTION 11. TERM OF THE LEASE. Option lease shall be for a fixed period of \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, on which date it hereto agree to consider an extension the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

# FARM TENANCY AND ALABAMA LAW

THE  
CODE OF ALABAMA

Adopted by Act of the Legislature of Alabama  
Approved  
July 2, 1940

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IN FIFTEEN VOLUMES

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# Farm Tenancy and Alabama Law\*

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APPROXIMATELY 40 per cent of all farmers in Alabama are involved in land rental arrangements, either as landlords or tenants. A rental agreement is a legal contract between a landowner and a renter that often becomes quite complicated. Yet, a 1969 survey of farmers in the Tennessee Valley Area of Alabama revealed that over 90 per cent of all farm leases were oral and settled without legal counsel. In addition, most of the respondents indicated they knew little about the legal aspects of their lease arrangement.

The reported survey satisfied a research objective of identifying a subject in which knowledge is insufficient for accurate decision making. This report was prepared to help create an awareness of this knowledge deficit and to give information on the subject.

Legal aspects of farm tenancy are found in numerous statutes enacted by the Alabama Legislature and in the doctrines of common law. The *Code of Alabama*, recompiled in 1958, was the primary source of these data. In addition, cases briefed in the *Alabama Reports* and *Southern Reporter* were used to clarify points relating to specific laws. Information relating to a comparison of Alabama law with laws of other states was obtained from several sources, the primary one being *The Legal Status of the Tenant Farmer in the Southeast*, by Charles S. Mangum, Jr. (1).

Traditional tenure patterns in Alabama resulted primarily from conditions created by the War Between the States. During the period following this conflict, efforts to restore prosperity to farm-

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ing activities were hampered by difficulties in hiring farm labor. A system was needed whereby good farm labor could be retained on the farm with security provided for the labor. Consequently, an arrangement providing payment for labor's services in "shares" of the produced crop evolved and farm workers became known as share croppers or share tenants (1).

During succeeding years a need for specific guidelines on lease provisions became apparent enough that formal laws were enacted to protect either the landlord or tenant from abuses. Today, both parties in a lease or rental contract find they must conform to certain minimum legal standards. However, as the survey of farmers in northern Alabama indicated, situations arise frequently where neither party knows much about these legal standards. A lease negotiated by persons with limited knowledge may be an illegal contract that is void and not binding on the parties involved. This publication is presented to give the reader a better understanding of the legal and economic aspects of contracts to which landlords and tenants bind themselves. It does not give the complete legal structure for Alabama landlords and tenants. More complete information may be obtained by consulting a competent lawyer.

## **TYPES OF FARM LEASES**

Traditionally, farm leases in Alabama have been tied to acres of cropland. Payment in "kind" or "shares" prevailed until recent years when rapid technological advances in farming caused cash rents to be used more frequently. The three types of cropland leases most generally used in the State are (1) the crop-share lease, (2) the crop-share and cash lease, and (3) the cash lease. During the past several years attention has been given to livestock-share leases in efforts to diversify farming operations or shift from crop to livestock production.

### **Crop-Share Lease**

The crop-share lease provides for payment of rent with a share of the crop produced on rented land. Depending on area of the State and crop grown, the landlord's share varies from  $\frac{1}{5}$  up to  $\frac{1}{2}$ . Other shares may be specified, but those in this range are predominant. The tenant usually furnishes all labor and often a portion of the operating equipment under a crop-share lease. Variations of share leases may specify a definite quantity of the crop, such as a bale of cotton, rather than a share of the whole

crop. Such provisions assure the landlord of a minimum rent payment, and may give the tenant incentive to increase production to levels well over the rent requirement.

### **Crop-Share and Cash Lease**

A crop-share and cash lease varies from a crop-share lease only to the extent that a specified cash rent is paid for a portion of the land rented. This cash may be in addition to the share of the crop or it may apply to a specific land use, such as hay or pasture lands or the farmstead.

### **Cash Lease**

A cash lease relieves the landlord of concern for a successful crop since it specifies an amount to be paid regardless of crop yield. Under this arrangement, a tenant pays cash for using the land and facilities of the landlord and assumes all risk and responsibilities for labor and equipment. Farmers operating under a cash lease generally have greater flexibility in making decisions than with share leases, since management is often shared with the landlord under share-lease situations. The terms of cash leases pertain mostly to amount and method of rent payments and to certain farming practices related to maintenance and productivity of land and improvements. Cash rental rates in which the landlord's share of the value of the product is in proportion to his share of production costs generally are equitable. Rent levels above or below equitable shares of the two parties tend to discourage proper farm management and reduce farm profits.

### **Livestock-Share Lease**

A livestock-share lease is a close approximation to a farm partnership or a tenancy in common. Each party contributes a specified quantity of inputs and the product is shared in the same ratio. Often the livestock are owned jointly. Usually tenants furnish labor and a portion of the operating equipment and the landlord supplies land and improvements.

Livestock-share leases are relatively new in Alabama but this type lease may become more popular as the number of cattle producers increase. Livestock leases are sometimes difficult to negotiate because of variations in quality and value of breeding stock and in value of the contribution made by the respective parties involved. However, a sound and legal, as well as equitable, agreement can be reached if the parties discuss freely all aspects of the lease.

## LEGAL FARM LEASES

A written lease to be legal and binding must contain (1) names of the parties involved, (2) a legal description of the property being leased, (3) the period covered by the lease agreement with beginning and ending dates specified, (4) amount of rent to be paid and a schedule for rent payments, and (5) signatures of the parties to the lease.<sup>1</sup>

Other terms stating specific rights and responsibilities of the parties should be included, but are not required by law. In the absence of a contractual agreement, certain rights or duties of the respective parties may be misunderstood and any settlement would be determined by operation of law as specified in the *Code of Alabama* or in case law.

The minimum legal requirements of a lease often are not sufficient to ensure equity for landlords and tenants. These requirements merely establish a basis for a binding contract between landlord and tenant.

Oral leases also are legal in Alabama provided they do not extend beyond 1 year. The terms orally agreed on are often difficult to substantiate in legal proceedings and more often disputes are settled by operation of law. Tradition becomes the guideline for settlements in these situations.

## WRITTEN OR ORAL LEASES?

The opinion shared by many people that a man is as good as his word is justified generally. An agreement made orally is as acceptable as a written agreement and will hold up in court. Problems arise, however, not because of what is agreed upon but what is not agreed upon, and proof of any agreement is difficult. Oral leases seldom cover all the specific details that make for good working relations or contribute to the longevity of farm enterprises. The act of condensing an oral agreement to writing forces both landlords and renters to exercise caution in making binding contracts. Written farm leases are not required by Alabama law unless the period to be covered by the agreement exceeds 1 year. Also, unless specified otherwise, oral agreements run from December 1 to December 1 of successive years (2). What this law means is that an oral lease made for a certain period, such

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<sup>1</sup> These items constitute only the minimum requirements for legal leases.

as in October with possession to commence in March, cannot be performed in a year. Thus, it is not valid. Either party can legally rescind the agreement at any time before the tenant takes possession (3).

In addition to being required for leases exceeding 1 year's duration, written agreements are effective in eliminating many problems of communication between the parties involved. Today's farmer has realized the necessity of enlarging his farm operation and utilizing his owned land to its fullest economic capacity. If the farm lease is chosen as a means to farm operation enlargement, it soon becomes evident that additional investments in machinery, equipment, and land treatment are necessary. These expenses are not normally recoverable in 1 year. Hence the traditional 1-year oral lease is not practical or desirable. Longer term leases — written leases — facilitate farm planning and adjustment since both parties know what to expect in the form of expenses and returns from the farm operation.

### **WHO IS A TENANT?**

Alabama law differs from that of several other Southeastern States in defining a tenant. The popular notion that a man is a tenant only if he is a "share cropper" or "share tenant" does not apply in Alabama. In a legal sense anyone who uses the land of another and pays a rent, whether the payment is in cash or kind, is a tenant (4). This definition includes share croppers as well as the farmer who adds an acre or two to his farm by paying cash money for the use of land. A share cropper in Alabama is merely a tenant who pays his rent in crops, not cash. He has the same legal status as a cash renter.

In states still distinguishing between share croppers and tenants, share croppers are treated as farm laborers with no rights in the product of the land other than an equivalent wage often paid in crops produced. Croppers have no title in the crops, whereas tenants are given that right. In Alabama, if an agreement is made (oral or written) to farm a tract of land, and the renter furnishes only the labor, he is still a tenant. He has legal title to the crops produced and they remain his personal property until disposed of as he sees fit, subject only to the landlord's lien for rent payment. Rent payments are made by the tenant to the landlord. The landlord cannot harvest the crops and redistribute the tenant's portion to him.

## **TYPES OF TENANCY**

### **Tenancy from Year to Year**

Alabama law provides for the termination of lease agreements on an annual basis if the lease is an oral agreement or if rent is collected annually. Oral leases cannot extend beyond 1 year and are terminated on December 1 unless the parties agree to another date. Annual leases do not carry over to a new year if notice to terminate is not given.

A tenant may be evicted from the premises if given proper notice of the landlord's intent. However, the eviction notice may not be issued until after the annual lease term has ended. During this time the tenant becomes a tenant at will by implication (5). If possession of the property is retained after reasonable notice has been given, the tenant becomes one at sufferance. This provision applies to both written and oral leases.

### **Tenancy at Will**

A tenancy at will is similar to tenancy from year to year in that no fixed term is specified. Under a tenancy at will, however, a landlord or tenant may terminate the lease by giving the other party 10 days' written notice of intent to vacate the premises.

A tenancy at will may be created implicitly if the tenant remains on the lands of the landlord after the term of a previous agreement has ended. Under these conditions the tenancy may be allowed to continue for an indefinite period, and often a "reasonable notice" is required rather than the customary 10 days' notice. Depending on circumstances, the reasonable notice period may extend to 30 days, particularly if extension of the agreement was continued more or less on a monthly basis and a period in excess of 10 days is necessary for the tenant to vacate the premises.

### **Tenancy at Sufferance**

Persons who acquire possession of land or other real property by some lawful means, such as an annual lease, but who fail to leave the premises after the term has expired and notice given, create a tenancy at sufferance. There is a distinction between failure to vacate the lands creating a tenancy at will and one at sufferance. The tenancy at will was created implicitly with the approval of the landowner. A tenancy at sufferance is automatic when a tenant remains in control of the lands without the landowner's consent. A tenant at sufferance is not entitled to notice



to quit or leave the premises except that he be given sufficient time to complete the job of moving (6).

### **Continuation of Residence after Termination of Lease**

Since Alabama law construes the termination dates of lease agreements to be December 1 of successive calendar years, unless a longer lease period is explicit and in writing, a tenancy from year to year is created. No notice of termination is necessary, so it is the responsibility of the renter to vacate the premises of the landlord. If the tenant continues his residence beyond the agreement date and the landlord has no objection but expects the residence to be temporary, a tenancy at will is created and the laws regarding this arrangement apply. However, if a tenant remains although the landlord objects, the tenancy at sufferance is created and the landlord may initiate legal eviction proceedings.

Landlords must give 10 days' notice to vacate after a lease has expired. In the event a tenant maintains residence beyond that period, the landlord must give second notice of intent to initiate unlawful detainer proceedings against the tenant. Upon expiration of the second notice period, a landlord may file suit to recover the property and damages equal to double the amount of the annual rent stated in the original contract. The "normal" rent is used if the tenant has occupied the premises without a prior agreement. The burden of proof for unlawful detainer and prior possession is on the landlord in these cases.

### **ANNUAL vs. LONG TERM LEASES**

The traditional 1-year oral agreement in Alabama has advantages as well as disadvantages. For example, the annual lease permits a tenant to seek a "better" farm each year if he is not satisfied with the existing situation. Likewise annual leases allow landowners to seek "better" tenants each year. Neither party is bound to a period exceeding a year if they do not agree on how the rented land is being managed. However, longer term agreements with a goal of equity for both parties generally will provide means for solving disagreements and, in addition, contribute to the longevity of successful farm operations. Also, the goal of achieving equity and efficiency in farm operations is severely hampered by annual lease arrangements. One year is not sufficient time to initiate farm improvement practices or justify acquisition of expensive machinery. The uncertainty of annual agreements reduces the incentive of both parties for making fixed investments

that may not be recovered for several years, such as soil liming, erection of needed improvements, or various conservation practices. Longer term leases facilitate farm planning and adjustment and simply make good business sense.

### **FAILURE TO FULFILL CONTRACT**

The farm lease, being a legal contract, must be fulfilled by all parties before the agreement is completed. Failure of either landlord or tenant to perform as agreed may be grounds for legal action by the other party. For example, an annual lease agreement may specify that the tenant will provide all labor, half the production costs, and half the necessary farm equipment (with specific equipment itemized). The landlord would furnish the land, any necessary improvements, and half the production and equipment costs. If either party fails to provide the specified items and the crop suffers, the other may initiate a suit to recover damages.

If the default becomes known early enough, it may be to the advantage of the damaged party to terminate the agreement prematurely. When a default occurs in any of the terms of a lease, it is not necessary to give more than 10 days' notice to quit or of the termination of such tenancy. This notice must be in writing, contain the exact character of the default, specify the date of the notice with termination to occur in 10 days, and be signed by the party so terminating. The lessor (landlord) also may add the provision that no other notice will be given prior to action of unlawful detainer.

Unless specifically authorized in a lease, non-payment of rent does not forfeit a lease agreement (7). The landlord must terminate the lease in these cases in the normal manner, then demand rent and possession. If this procedure is unsuccessful, an action of unlawful detainer may be brought against the tenant.

### **ABANDONMENT AND EMBLEMENTS**

In the event a tenant abandons the farm before the end of the lease period, the landlord's security for rent may be endangered unless some action is taken. Consequently, Alabama law provides that a landlord may seize any crops grown or growing on the land, or on the part of the land abandoned, even though the rent is not yet due and payable (8). The landlord may then cultivate and harvest the crop. When the crop is sold the expenses for growing and harvesting, as well as the rent due, are deducted

from the selling price and the remaining profit is returned to the tenant. A landlord may not charge excessive rates for his labor and equipment so as to cause the value of the crop to be exhausted before payment is made to the tenant. If normal expenses, rent, and advances due the landlord equal or exceed the value of the crop, no payment to the tenant is necessary.

The tenant may, at any time before the sale of the property (crops) seized, redeem the crop by paying the rent and advances due, in addition to reasonable compensation for expenses of cultivation and harvesting. The tenant is further protected in that a landlord must prove abandonment and may not enter the property to seize the crops without such proof.

Abandonment, as construed by the courts, may mean willful failure to cultivate crops at the times necessary to bring the crop to maturity, as well as physical desertion. However, differences of opinion between landlord and tenant regarding cultivation practices would not justify seizure by the landlord and subsequent eviction of a tenant.

Tenants at will are entitled to emblements if the crop is planted before the notice to quit is given by the landlord or if the tenancy is suddenly terminated by some other means, such as property sale or death of landlord or tenant (9). Emblements are the crops grown on the property as a result of efforts of the tenant. They are personal property of the grower and pass on to his heirs or executors in the event death occurs prior to harvest.

The right to emblements does not affect the duty of a tenant at will to deliver up the property after proper notice, but it does carry the right to entry on the property to cultivate and harvest the crop after the lease has been terminated by the landlord. This provision of law prohibits the landlord from seizing the crops of a tenant when the abandonment of the premises is caused by action of the landlord.

## **ACTION FOR COLLECTION OF RENT**

The rights of landlords as well as tenants must be protected. One right so guaranteed is the collection of rent due for a tenant's use of the landlord's property. In Alabama, a claim for rent is synonymous with a lien on the crops grown by a tenant (10). This lien extends to other property of the tenant purchased with money advanced by the landlord, whether for agricultural use or for the sustenance or well-being of the tenant's family.

The exclusive remedy for enforcing a lien or rent claim is a writ of attachment (11). To obtain such a writ (court order to claim the crop and property) a landlord must state in affidavits the specific facts that justify such action. The jurisdictional facts for a writ of attachment are : (1) failure of a tenant to pay rent after demand is made; (2) when there is good cause to believe that all or part of the crops may be removed from the premises by the tenant without payment of rent and without consent of landlord; (3) when the tenant has removed or disposed of any part of the crop without payment of rent or landlord's consent; and (4) when the tenant has disposed of or is believed to be about to dispose of any articles advanced or obtained by purchase with money advanced by the landlord. This constitutes a fraud of the rights of the landlord.

The burden of proof that the contract has been breached is on the landlord in such cases and a mere statement that a tenant removed a part of the crop from rented premises is not sufficient evidence. An allegation that removal was without consent and rent was unpaid is necessary also. Landlords are not at liberty to freely assert non-payment of rent and obtain a writ of attachment. Tenants are protected by the requirement that a bond equal to two times the amount owed must be secured by landlords in attachment proceedings. This provision guarantees the tenant that the value of his crop will be maintained if legal proceedings become so lengthy that the crop goes unharvested or unprocessed and the market value is subsequently lost (12).

Claims for advances made to the tenant for growing or harvesting the crop also may be processed by a writ of attachment. However, a claim for advances must be satisfied out of the crop alone, whereas rent claims are liens on both crops and other property of the tenant.

### **Lien Priorities**

Agricultural liens of landlords are paramount to and supercede all other liens on the crops grown on rented lands. This lien continues on crops or purchases made with advances remaining on the rented premises and will follow the crop or property if removed therefrom (13). The superiority of the lien remains after removal from the rented premises. The only exception occurs when a person acquires a right to or lien on the property without any knowledge or notice whatsoever that a landlord's lien exists.

While the landlord's lien is superior to all other current year

claims on the crop grown on rented land, owners of processing machines, such as cotton gins, peanut harvesters, or hay balers, will retain a priority claim against the commodity until processing fees are paid. However, a cotton ginner cannot legally retain cotton seed under this lien privilege, such privilege being awarded to the landlord under his lien (14).

## **IMPROVEMENTS AND REPAIRS**

### **Improvements**

As a general rule, Alabama courts have followed the precedents of common law regarding improvements and repairs made by tenants on rented property. Under this doctrine, improvements to the property become the property of the landlord upon termination of the lease arrangement unless specific arrangements to the contrary are made. Thus, improvements may not be removed from the leased premises at the end of the lease term without special prior agreement. Claims for the improvements also are denied to any creditors who may have supported the tenant in actual construction of improvements.

Tenants should seek special arrangements regarding improvements in every contract. Agreements for compensation for undepreciated investments give incentive to tenants to farm well and undertake soil and building treatments that will enhance the income of both landlord and tenant.

Tenants should be aware that, unless an accord is reached, the value of any labor used in building improvements is not recoverable nor can that value be credited toward rent payment (15).

A tenant's right to remove improvements erected temporarily at his own expense is subject to question in Alabama. In most cases, a conflict on this subject would not arise unless the situation developed where a landlord is owed back rent or fears that the value of the crop may be insufficient to compensate him for any advances or crop liens he holds. The need for temporary improvements, such as storage facilities or livestock housing, often arises. If tenants do not have assurance they can retain the value of any improvements, efforts to erect them will not be made and farm productivity and income suffers. A written lease agreement specifying the rights of each party with respect to improvements would be of significant value in terms of farm income and longevity of farm leases.

## **Repairs**

A lessor is under no obligation to keep rented property in repair unless special agreements are made. Generally, the duty to make minor repairs is on the tenant. Consequently, a tenant has the burden of showing that a specific covenant to repair on the part of the landlord exists (16).

A lease may bind either party to make repairs and improvements. Often a tenant makes the agreement to put the premises in the same condition as existed at the time of lease execution. However, such an agreement does not destroy a tenant's privilege to make such repairs at a time of his own choosing or in accordance with practice of good husbandry.

A tenant's liability to repair extends to situations where buildings, fences, or other fixtures are destroyed or damaged by fire or unavoidable accidents. Many states have enacted statutes that excuse the tenant in case of fire or other unavoidable accidents, but Alabama has no such laws.

## **POSSESSION OF PROPERTY**

Alabama landowners have at their disposal two legal remedies to regain possession of property held adversely by tenants — unlawful detainer and ejectment. Each of these procedures requires prior notice by the landlord that the tenant is in adverse possession and should deliver up possession of the property. Legal procedures for unlawful detainer and ejectment, though similar, are not identical.

### **Unlawful Detainer**

Action for unlawful detainer is the most common method available to landlords to regain possession of leased premises. Unlawful detainer simply means that a person (tenant) has entered the premises in question, either legally or illegally, but who has maintained possession unlawfully.<sup>2</sup> Thus, a tenant may take possession under a legal lease, but if he refuses to leave after the lease is terminated, he is liable for a suit of unlawful detainer (17). The same suit may be brought against one who simply takes possession without consent of a landowner and who refuses to vacate the premises upon demand by the landowner.

<sup>2</sup> "Unlawfully" means that possession was acquired by an intrusion of property or property was held over beyond the lease termination date without consent of the landlord. The person acquiring such possession cannot be evicted under unlawful detainer if he claims bona-fide title to the property.

Before actions for unlawful detainer may be initiated the landlord must make a demand for possession in writing. By statute, the tenant is allowed 10 days to vacate the premises after receipt of the landlord's demand. This grace period continues for 10 consecutive days and no effective date for beginning or ending is necessary in the notice to vacate.

The more common situation where unlawful detainer is used is when a breach of contract occurs. Actions by tenants, such as failure or refusal to plant crops, a failure to perform certain previously agreed on acts, or trespass, may be remedied by these proceedings.

### **Ejectment**

The second method available to landowners for recovering possession of property after lease termination or breach of lease conditions is ejectment (18). Unlike unlawful detainer proceedings, no written notice is required to eject tenants. Oral notice is sufficient, but the 10-day grace period is mandatory.

It should be noted that non-payment of rent is not sufficient ground for initiating actions for possession — unless such action is authorized by special lease provisions. Any action to recover rent must be initiated under a separate suit after proceedings to terminate the lease agreement for default.

## **MISCELLANEOUS LAWS ON LANDLORD-TENANT RELATIONSHIPS**

### **Estoppel**

A person who has acquired possession of property under a lease agreement cannot dispute his landlord's title to the property so long as the tenant relationship exists (19). A tenant must surrender possession of property in question before he can assert a title to the rented premises in himself or in anyone seeking possession from the landlord.

The purpose of this law is the promotion of common honesty and prevention of fraud. If a tenant were allowed this privilege, he could refuse to pay rent or perform certain acts under a claim to property title and this could destroy the income from the land rightfully due the landlord. Consequently, the tenant is estopped from claiming title in himself so long as he remains in possession of the rented land.

There are exceptions to this rule, which are in themselves quite

important, that must be allowed to carry out the intent of promoting honesty and preventing fraud. If a tenant makes an honest mistake in renting land from one who does not own the property, he is allowed to show his mistake and ignorance of the true title. Also, fraud, coercion, or undue advantage are exceptions to the rule of estoppel.

### **Tenant's Right to Assign or Sublet**

A tenant may at any time assign his lease or sublet the property to another provided the original lease did not prohibit such action. The act of subleasing or assignment does not excuse the first tenant from rent payment or performing acts required by his lease with the landowner. The sublease may be oral or written (21).

Since a landlord's lien for rent extends to the entire crop grown on rented premises, the lien is applicable to any sub-tenant as well as the tenant-in-chief. However, the crop of the tenant-in-chief must be exhausted before any claim extends to the sub-tenant. Thus, the sub-tenant is protected in part by statute, but he is not allowed to remove or otherwise dispose of his crop until the rent lien is satisfied. If he does remove the crop, the right of attachment by the landlord arises.

Further protection for sub-tenants is provided by Alabama law. Any sub-tenant who pays the debts or lien of the tenant-in-chief shall be allowed to claim the rights, liens, and remedies held by the landlord against the first tenant, or he may offset such payment against what he owes the tenant-in-chief as provided in the sub-lease agreement. In addition, a sub-tenant may avoid the landlord's lien or action for attachment against him by notifying the landlord of causes for such proceedings against the tenant-in-chief. Failure by the landlord to start legal proceedings will void his right to proceed against the sub-tenant for any deficiency caused by action of the chief tenant.

### **Death of Life Tenant Who has Demised an Estate<sup>3</sup>**

In event of death of a tenant for life — one who holds land for the term of his or another's life — the lease is immediately terminated. If the tenant's death occurs on or after the date when any rent is due on the demised estate, his executors or administrators

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<sup>3</sup> Demise—a conveyance (lease) of an estate to another for life or years, or at will, but most commonly for years.



may recover from the sub-tenant the entire amount of rent that is due. However, if death occurs before rent is due, the executors or administrators may recover only that proportion of rent that accrued before death. The remaindermen of the life tenant shall recover for the remaining rent due (20).

If a sub-tenant holds possession of the property in accordance with his lease provisions after the death of a life tenant, which legally ended his lease, he must pay rent for the unexpired term; but that rent is subject to apportionment as described above. This requirement to pay rent does not extend beyond the term of the lease with the deceased life tenant.

### **Assignment by Landlord**

Claims of a landlord for rent or cash advances may be assigned to a third party. The assignee in such cases has all rights and remedies at his disposal as if he were the landlord. However, the assignee cannot change the lease terms or convert property subject to the rent lien and then file suit to recover personal property through trover using the lien as a basis for the suit. The latter statement means that liens for payment of rent on leased premises must be enforced in the normal manner. A landlord's assignee cannot change the status of a tenant or a lease to claim property under the statutes relating to such liens.

The landlord may assign any claims on the rented property or on the tenant, but he is not allowed to assign the right to make advances for producing the crops on rented land. That right is awarded the landlord by statute and cannot be transferred.

### **LEGAL ASPECTS OF FARM TENANCY SUMMARIZED**

The State of Alabama has, through a large number of statutes, established a rather detailed legal structure for landlord-tenant relationships. These statutes evolved over several decades, starting primarily with the period immediately following the War Between the States. Where no statute has provided coverage for specific situations, the English common law was retained as a framework for legal action.

Perhaps the most important statute enacted was the provision that farm tenants have definite rights in the product of the land they farm. This provision clearly separated Alabama tenants from the share croppers of several other states in the Southeast where they are considered farm laborers with no rights in the land.

If there is no written agreement for the lease arrangement, oral leases of 1 year's duration are considered legal and binding. Any lease in Alabama, whether written or oral, can be terminated prior to the lease date only by giving 10 days' written notice to the tenant and producing evidence that the tenant is in default of the lease contract. If the lease date arrives and no effort has been made for renewal, the lease terminates automatically and no notice to vacate is necessary.

If rent is not paid in advance, the landowner has a lien against the crops grown under the rental contract. However, failure to pay rent on the set date is not considered sufficient grounds for ejecting a tenant from the rented premises. The landlord's lien on crops continues with the crops and remains prior to any other lien that may be incurred, except that of a crop processor like a cotton ginner or peanut harvester.

All tenants are guaranteed the right to cultivate and harvest crops grown on rented land provided they are planted in advance of the lease termination date. If a tenant refuses to plant crops necessary for the payment of rent, he may be evicted so the landlord may recover as much of the value of the crops and produce as possible.

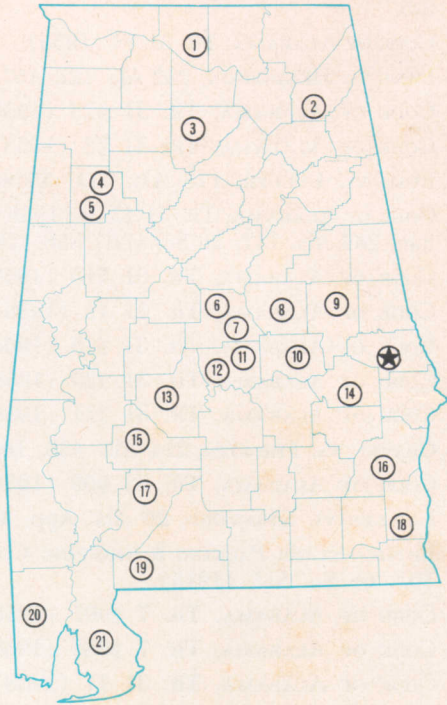
Several remedies are available to landowners for collection of rent and advances made for crop production. In return, tenants are protected by laws prohibiting landowners from interfering with the farm operation to the extent that losses are incurred.

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- (6) BUSH vs. FULLER, 173 Ala. 511, 55 So. 1000 (1910).
- (7) CODE OF ALABAMA, Tit. 31 §5, 6 (1958). See also Ferguson vs. Callahan, 262 Ala. 117, 76 So. (2d) 856 (1954).
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- (9) CODE OF ALABAMA, Tit. 31 §2 (1958).
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- (18) CODE OF ALABAMA, Tit. 7 §938 (1958).
- (19) CODE OF ALABAMA, Tit. 31 §1 (1958).
- (20) CODE OF ALABAMA, Tit. 31 §14 (1958).
- (21) CODE OF ALABAMA, Tit. 31 §25-27 (1958).

## AGRICULTURAL EXPERIMENT STATION SYSTEM OF ALABAMA'S LAND-GRANT UNIVERSITY

With an agricultural research unit in every major soil area, Auburn University serves the needs of field crop, live-stock, forestry, and horticultural producers in each region in Alabama. Every citizen of the State has a stake in this research program, since any advantage from new and more economical ways of producing and handling farm products directly benefits the consuming public.



### Research Unit Identification

★ Main Agricultural Experiment Station, Auburn.

1. Tennessee Valley Substation, Belle Mina.
2. Sand Mountain Substation, Crossville.
3. North Alabama Horticulture Substation, Cullman.
4. Upper Coastal Plain Substation, Winfield.
5. Forestry Unit, Fayette County.
6. Thorsby Foundation Seed Stocks Farm, Thorsby.
7. Chilton Area Horticulture Substation, Clanton.
8. Forestry Unit, Coosa County.
9. Piedmont Substation, Camp Hill.
10. Plant Breeding Unit, Tallassee.
11. Forestry Unit, Autauga County.
12. Prattville Experiment Field, Prattville.
13. Black Belt Substation, Marion Junction.
14. Tuskegee Experiment Field, Tuskegee.
15. Lower Coastal Plain Substation, Camden.
16. Forestry Unit, Barbour County.
17. Monroeville Experiment Field, Monroeville.
18. Wiregrass Substation, Headland.
19. Brewton Experiment Field, Brewton.
20. Ornamental Horticulture Field Station, Spring Hill.
21. Gulf Coast Substation, Fairhope.