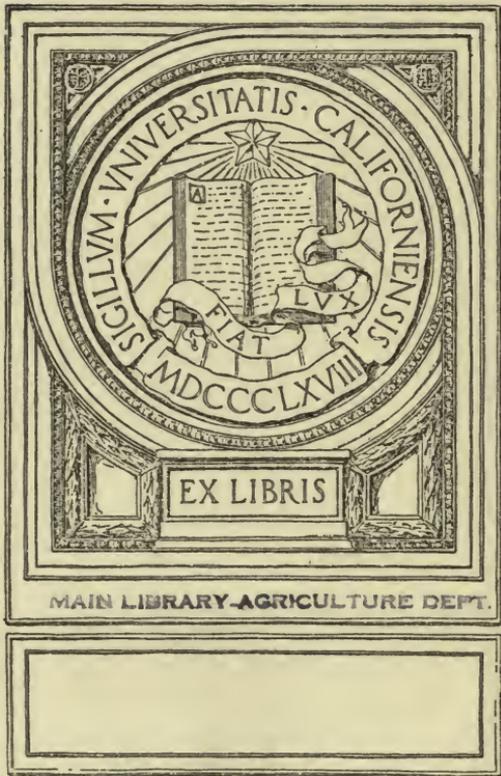
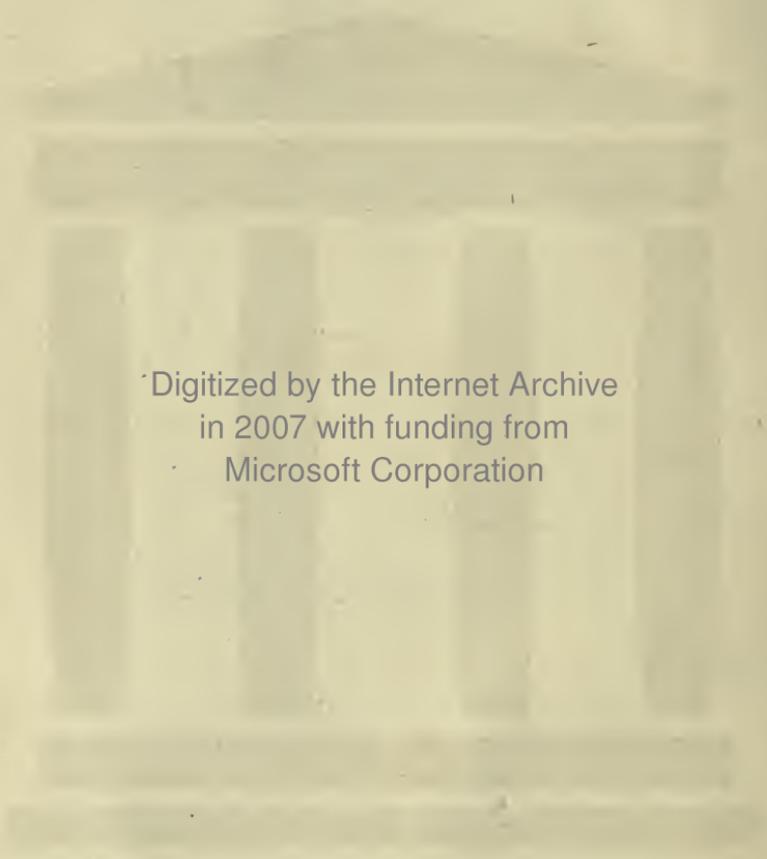


UC-NRLF



QB 40 078





Digitized by the Internet Archive
in 2007 with funding from
Microsoft Corporation

Farm Contracts

Between

Landlord and Tenant

By

W. C. TICHENOR

)

(A. B., University of Michigan; LL. B., Cincinnati Law School,
Available Lecturer for Ohio Farmers' Institutes under
Auspices of Ohio State University)



PUBLISHED BY

W. C. TICHENOR

LEBANON, OHIO

70 2411
33301.40

HD 1511

265 T 5

COPYRIGHT, 1916,
BY W. C. TICHENOR.

MAIN LIBRARY-AGRICULTURE DEPT.

INTRODUCTORY NOTE

The subject of farm lease contracts between landlord and tenant is one of the most important and at the same time one of the most neglected subjects which the farmer has to consider. In Ohio almost thirty per cent. of the farms are occupied by persons other than the owners; in Kansas over thirty per cent.; in Texas and Oklahoma more than fifty per cent.; and throughout the United States the proportion of farms let to tenants is very large.

From these facts it might be expected that the leasing of farms would be reduced to a system. But such is not the case. On the contrary the way of leasing farms is very unsystematic. Loose methods are still in use. These methods are in many cases the same which were in use in the early history of the country. They often include the same ratios for division of crops which were adopted then and do not take into account the newer methods of agriculture, the greater equipment needed and the variations in labor required for different crops and for different kinds of farming. Economic principles have not generally been applied to the sharing of profits between the landlord and the tenant.

Nor is there any very general knowledge of the rules of common law, or of the customs of the locality, of the statutes pertaining to the subjects involved in the relationship of landlord and tenant of farms. Nor is it generally known that these rules and laws in the absence of any agreement to the contrary become a part of the lease even without any stipulation to that effect.

Farms are generally leased by mere verbal agreements which are often vague, incomplete and incapable of proof. The terms are easily forgotten and often denied and avoided. Printed forms of leases are sometimes used; but they are not usually

satisfactory because of diversity of conditions on different farms. Carefully written leases are sometimes to be found. But more often the written leases are mere memoranda which do not always clearly state the "Meeting of the minds."

From such conditions and by such methods of leasing farms it is not strange that confusion, disagreement, trouble and quite often law suits arise. Every year in agricultural sections the court dockets are crowded with cases between landlord and tenant, most of which might have been avoided by the use of carefully prepared contracts making clear the covenants between the parties. The expense of such leases is not great and it is a very doubtful economy not to secure them because of the slight cost.

Even by the best system of leasing farms the relation of landlord and tenant is one easily strained. There are so many kinds of work to be done on a farm, so many ways of doing it, the methods are changing so rapidly, that opportunities for differences of opinion are constantly being presented. Farmers as a class are very independent. Their life and labor have made them so. The farmer has learned to rely upon himself. He has by habit acquired his own way of doing things and he is inclined to resent suggestion as "being dictated to."

It is highly desirable therefore that every means to prevent friction between the landlord and tenant should be used at the time of entering into the contract. The farmer should be familiar with the agreements which the law will imply as a part of the contract provided no covenants to the contrary are made. The lease should state clearly all special covenants contrary to these implications and all of the terms of the lease should be provable.

It is to assist farmers and all others who write farm leases that this book has been written. It is not intended to be an exhaustive treatise; but to serve as a "*multum in parvo*" in which may be found something of the law, the custom and the tendencies in farm contracts as well as the results of the best practice of leasing of farms in this country.

In gathering materials for this book the author has been assisted by hundreds of farmers—both landlords and tenants—by editors of farm journals, by professors in the agricultural

colleges in many of the States and by eminent lawyers whose practice has given them a means of wide observation. The author desires to thank all those who have aided him.

A number of contracts from the several States are added. These contracts have been selected from hundreds of farm leases. They represent in many instances the last word in farm leases in this country, and have been approved by experts as representative of the best leases in the sections where used. Some have been sent to the author by the State Agricultural Colleges. A few forms of printed leases are also given.

Statutes and court decisions from the several States are cited which may be of value to those who desire to know the law on the various subjects discussed.

In the text and in the leases added all of the usual subjects of covenant in farm leases are touched upon. From these sources it is believed that terms suitable for almost any kind of a farm lease may be found.

For convenience all references throughout the book are to sections and not to pages. Quotations or paragraphs marked (T.) are from Taylor on Landlord and Tenant; those marked (J.) are from Jones on Landlord and Tenant. The outlines of restrictions in leases, of reasons given by landlords and tenants for preferring cash or share tenancy, and the outline of systems of leasing farms follow in part the outlines heretofore given by Prof. H. C. Taylor, of the Department of Agricultural Economics of the University of Wisconsin.

The section numbers and most of the paragraph headings in *Italics* in the following pages have been added by the author for convenience in reference.

TABLE OF CONTENTS

SECTION	PAGE
CHAPTER I.	
1-3. What May Determine the Rights of Landlord and Tenant.....	1
4. More Definite Understanding Needed	2
5. Custom Should Not Always be Followed	3
6. General Implications of Common Law	3
7. The Farm Tenancy Problem	4
8. Importance of the Contract	4
CHAPTER II.	
9-10-11. Length of Tenure	5-7
CHAPTER III.	
12. Verbal or Written Contracts	8
13. Advantages of a Written Contract	9
14. Principal Points to be Covered in a Lease Contract	10
CHAPTER IV.	
15-17. Lease	11-12
18-20. Landlord and Tenant—Cropper—Partnership	12-15
21. Customary Restrictions in Leases	15
22. The Agricultural Holdings Act	16
CHAPTER V.	
23. Systems of Renting Land	17
24. Cash Rent	17
25. Bushel Rent	18
26. Share Systems for Crop Farming	18
27. A Combination of Share and Cash Rent	19
28. Share Systems on Stock Farms	19
29. Contract of Hiring	20
30. Division of the Various Crops on the Same Farm by Different Ratios	20
31. A New System Suggested	21
32. The Houston Profit-sharing System	21

CHAPTER VI.

SECTION	PAGE
33. Cash or Shares?	22
35-36. Reasons Given by Landlord and Tenant for Preferring Share Tenancy?	23-24
37-38. Reasons Given by Landlord and Tenant for Preferring Cash Tenancy?	24-25
39-41. Some Comparisons Between Various Ways of Leasing Farms.	25-27
42. On the Halves or on the Thirds?	27
43. Selling vs. Feeding Products	28-29

Subjects of Agreement in Farm Leases—The Law Pertaining to them

CHAPTER VII.

45. Length of Term	30
46. Location of Farm—Purposes for Which Leased	31
47-48. Landlord Must Give Possession—Quiet Enjoyment	31-32
49. Good Husbandry	33
50. Horses, Implements and Labor Needed in Farming	34
51. Machinery, Gas Engine, Wind Pump, etc.	35
52. Supervision	35
53. Buying and Selling	35

CHAPTER VIII.

54. Crops—Kind, Acreage and Rotation	36
55. Ownership of Crops	37
56. Delivery of Crops	37
57. Small Grain Growing on Farm When Tenant Takes Possession.	38
58-62. Away Going Crops	39-41
63-66. Division, Measurement and Estimates of Crops	41-44
63-69. Corn	41-44
67-68. Feed for Tenant's Live Stock	43
69-71. Various Plans to Avoid Division of Crops—A Very Successful Plan	44-46
72. Hay	47
73. Straw	47
74. Threshing	48
75. Fodder—Stover	49
76. Tobacco	49

TABLE OF CONTENTS.

ix

CHAPTER IX.

SECTION	PAGE
77. Provisions as to Live Stock	50
78. Animals Dying on the Farm	51
79. Horses Owned by the Landlord	51
80. Dogs	52
81. Manure	52

CHAPTER X.

82. Buildings	54
83. Fences	55
84-85. Repairs—Materials for	56

CHAPTER XI.

86. Payment of Rent	58
87. Security for Payment of Rent	58
88. Privilege	60
89. Liens	60
90. Debts—Credit of Tenant	62
91. Waiver of Exemption	62
92. Accounts	63

CHAPTER XII.

93. Fixtures	63
94. Fuel—Timber—Statute as to Cutting and Stealing.....	64
95. Hauling	65
96. Ingress, Egress and Regress	66
97. Extra Labor of Tenant	66
98. Poultry	67

CHAPTER XIII.

99. Seed and Fertilizer	68
100. Landlord's Rights to the Possession of Fields after the Crops are Harvested	69
101. Orchard—Fruit	70
102. Pasture	72

CHAPTER XIV.

103. Telephone	73
104. Taxes	73
105. Insurance	74

SECTION	PAGE
106-107. Waste	74
108. Roads, Culverts, Tiling, Ditches	76
109. Trees, Vines, Bushes and Shrubs	76
110. Cutting Weeds and Grubbing Briars, Bushes, etc.....	77
111. Keeping Premises Neat	78
112. Scientific Methods	78
113. Settlement of Differences—Arbitration—Referees.....	80

CHAPTER XV.

114. Enforcing Performance of Agreements—Penalties.....	80
115-116. Forfeiture	81
117. Re-entry and Recovery—Termination of Lease.....	83
118. Restoration of Possession to the Landlord—Holding Over...	84
119. Effect of Non-payment of Rent	85
120. Abandonment—Surrender—Cancellation and Destruction of Lease	85

CHAPTER XVI.

121. Surrender by Tenant of Possession of Farm if Sold.....	87
122. Covenants for Purchasing Farm	88
123-125. Assignment and Subletting	88
126. Executors and Administrators	91
127. Liquors	91
128. Hunting	91
129. In Case of Casualty	92
130. In Case of Death	93
131. A Legal but Unjust Decision	94

CHAPTER XVII.

ENDORSEMENTS.

132. Guaranty—Assignment by Lessee and Acceptance by Assignee.	95
132a. Guaranty	95
133. Landlord's Consent to Assignment—Lessor's Assignment....	96
133a. Lessor's Assignment	96

Lease Contracts

CHAPTER XVIII.

134-162. Money Rent—Ohio	97
163-189. One-half Share Rent—Grain and Stock—Ohio.....	103
190-218. One-third Share Rent—Landlord Furnishes Horses and Imple- ments—Crops in Common, but no Live Stock in Common —Ohio	110

TABLE OF CONTENTS.

XI

SECTION	PAGE
219-245. One-third Share Rent—Crops in Common and Stock Kept for Profit in Common—Ohio	115
246-270. Houston Profit-sharing Contracts	121
A. Between President of Farming Company and Co-tenants	122
B. Between the Co-tenants	126
271-281. Hiram Sibley Estate Contract—Share Rent for Crop Land and Five Dollars an Acre for the Untilled Land—Illinois.....	132
282-297. One-half Share Rent—Grain and Stock—Landlord Furnishes All Stock—Iowa “Liberal” Contract.....	137
298-325. One-half Share Rent—Grain and Stock—Each Furnishes One-half of Stock—Iowa “Conservative” Contract.....	141
326-336. Share Rent—Landlord Receives One-half of Hay and Corn, Two-fifths of Hemp and 45 per cent. of the Tobacco—Kentucky	145
337-340. Outline of Systems in Use on Fifty-six Farms of a Large Maryland Estate	148
341-347. General Outline of System in Missouri—Prof. O. R. Johnson..	150
348. Systems in Pennsylvania	152
349-364. One-third Share Rent—Crops, Stock and Dairy—Pennsylvania—Prof. W. R. Gorham	152
365-373. One-half Share of Crops—Steers in Partnership—Tenant Owns Cows—Lease in Use on Farms of McCormick Estate—Pennsylvania	154
374-384. One-half Share Rent—Crops and Live Stock—Pennsylvania..	157
385-397. One-half Share Rent—Grain Divided—Hay and Roughage to Belong to Tenant to Feed on the Place—Pennsylvania....	160
398-402. Contract for Pure-bred Cows on Shares—Wisconsin.....	163
403-410. One-half Share Rent—Farm Completely Equipped with Horses, Implements and Dairy Cows by the Landlord—Wisconsin	166
411-412. Systems in Illinois Described by W. F. Hendschin, State Leader Farm Co-operative Demonstrations—In Co-operation with the United States Department of Agriculture..	168
413-414. Cash Rent—Printed Form—Illinois	169
415-418. Cash Rent—Printed Form—Illinois	172
419. Same Form as Used in Ohio	175
420-428. Share or Cash Rent—Printed Form—Illinois.....	176
429-435. Cash Rent—Printed Form—Illinois	178
436. Systems in Kansas	182
437-438. Share and Cash Rent—Printed Form—Kansas	183
439-440. Share Rent—Printed Form—Kansas	187
441-443. Orchard Contract—Comment by Stark Bros. as to Care of Orchard in Bearing	190
444-452. Orchard Contract—For Setting Out and Caring for Orchard for Fifteen Years—S. H. Burton, Indiana.....	191

SECTION	PAGE
453. Systems in Minnesota Described by Wm. L. Calvert, of Division of Research in Agricultural Economics, University of Minnesota	193
454-469. Share Rent—Paragraphs Added for Live Stock in Partnership if Desired—Printed Form—Minnesota	194
470-476. Cash Rent—Chattel Mortgage Clause—Printed Form—Minnesota	199
477-484. Terms for Farm Tenancy—Outline Farm Contract for Division of Proceeds upon the Basis of the Ratio of the Money Value of what Each puts into the Business—Dr. H. P. Miller	203
485-490. Cash Rent—Five Years—Ohio	206

CONTRACTS OF HIRING.

491. Cultivation of Field for Share of Crop	209
492-494. Agreement for Labor by the Month—House Furnished.....	209
495-497. Agreement for Labor by the Month—House Furnished.....	210
498. Agreement for Work of any Kind	212
499. Agreement with Farm-house Tenant and Laborer.....	212

MISCELLANEOUS FORMS.

500. Assignment of a Lease—Assignment of an Account—Notice to Debtor by Creditor of Assignment of a Debt.....	213
501. Notice by Assignee to Debtor of Assignment of a Debt—Assignment and Guarantee of Payment—Notice to Leave Premises	213

FARM CONTRACTS BETWEEN LANDLORD AND TENANT

CHAPTER I.

- Section 1-3. What May Determine the Rights of Landlord and Tenant.
4. More Definite Understanding Needed.
 5. Custom Should Not Always be Followed.
 6. General Implications of Common Law.
 7. The Farm Tenancy Problem.
 8. Importance of the Contract.

Sec. 1. What May Determine the Rights of Landlord and Tenant. The rights of landlord and tenant may be determined by common law, custom in the locality, court decisions, statute, or by contract.

Common Law is the unwritten law of England originating in custom and usage and handed down through successive generations. It has been followed by the United States. It is the aggregate or body of laws of universal application within a country, "that body of customs which have existed so long that the memory of man runneth not to the contrary."

Sec. 2. Custom,—meaning a more modern usage as observed in a locality. A modern custom may revoke the rule of the old common law. For example, under the common law the possession of the crops was in the tenant as between landlord and tenant, and in the landowner as between landowner and cropper. But in some localities custom has come to regard the possession in either relation in both parties. The established custom of a place where the parties reside may become a part of the lease though not incorporated into it. 6 O. S. 90. "Every demise (lease) in respect to which the parties are silent, is open to explanation by the general usage and custom of the country or district where the land lies; and every

person under such circumstances, is supposed to be cognizant of the custom, and to contract with reference to it. 2 Pet. 138." (T.)

Not only all common law obligations, but also those imposed by custom, are in full force when the contract did not vary them. *Senior v. Armitage*, Holt, 197; *Webb v. Plumers*, 2 B. & A. 750. But custom can not control a written instrument.

Court Decisions (cases) comprise a large body of our law as do

Statutes—which are the acts of Congress and of the Legislatures of the several States.

Sec. 3. Agreement or Contract. A contract is an agreement to do or not to do a certain thing for a consideration. It may be oral or written. A legal contract can not be for an immoral purpose or contrary to public policy. It may, however, be contrary to common law, custom, court decisions or statutes and still be binding between the contracting parties. The covenants of a lease are the promises and agreements made therein.

The relations between landlord and tenant may therefore be determined by law, by custom, or by contract; or by all three. Covenants in a lease are either express or implied. Express covenants are those which are created by (written) words of the parties declaratory of their intentions. Implied covenants are those which are necessarily to be inferred from the relation of the parties to each other. If the meaning of a contract is certain, usage can not be admitted to contradict or vary it. But if the meaning is not certain, or if nothing is said in the contract about the subject, the established custom is reasonably to be understood as forming part of the contract, and may be referred to, to show the intention of the parties in those particulars which are not expressed in the contract. It is very desirable then that landlord and tenant should know what those rules of law and custom are which may become a part of the contract even without agreement.

Sec. 4. More Definite Understanding Needed. Farmers are not always well informed on these subjects. As a result

many unnecessary disputes arise which are often taken into the courts. These might be avoided if the parties knew the simple rules of common law and the customs; for example: whether by common law and custom the tenant has a right to sell straw or fodder off the place, to cut down live timber for fuel, to pasture the clover, to cut a second crop of clover for seed, to divide the crops, to sell fruit; whether the landlord has a lien on the crops for his rent, whether he has a right to improve buildings, change fences, etc., while the tenant is in possession of the farm. For the law and customs on these subjects "become part of the contract in the absence of any agreement in the contract to the contrary."

If covenants contrary to custom are entered into they should be included in writing in the contract, or at least be made very certain and easily proven; for otherwise a jury will almost always decide the case according to the custom in the community.

This often works a hardship upon one or the other of the parties; for usually the covenant contrary to custom has been obtained from one party for a corresponding concession from the other party. The contract, therefore, should be considered as a whole, in order to judge it fairly, and this broad judgment is not always to be found in a petit jury.

Sec. 5. Custom Should Not Always be Followed. It is by no means always wise to follow common law and custom in farm contracts. The conditions on no two farms are exactly alike. They differ in location, fertility, and in improvements; the plan of farming agreed upon may require more labor, more capital, or better equipment; and these differences must be borne in mind if the contract is to be fair to both parties. The old saying "Fools are governed by rules, wise men by circumstances" is very true in the leasing of farms.

Sec. 6. General Implications of Common Law. A tenant of farming lands under a lease which does not restrict the use he is to make of the land, has a right to pasture cattle upon it and make any reasonable and usual use of it he may see fit. By a devise of farming lands a covenant is raised by impli-

cation of law that they shall be used as such; and, in the absence of express covenants in reference thereto, the law also implies covenants on the part of the lessee that no waste shall be committed, that the land shall be farmed in a husbandlike manner, that the soil shall not be unnecessarily exhausted, by negligent or improper tillage, and that repairs shall be made.

Sec. 7. The Farm Tenancy Problem. The farm tenancy problem is to find a system or systems of tenancy which will be satisfactory to both parties, which will conserve and improve the productivity of the soil, return to the landlord a fair interest on his investment, and provide a living for the tenant and his family, and also something for him to lay by for an investment in a farm of his own later on.

Sec. 8. Importance of the Contract. "The most important feature of tenant farming from the farm-management viewpoint is the character of the contract between landlord and tenant. This is a very real problem to everyone who rents land, either as owner or as tenant. The owner naturally wants all he can get out of his land and improvements; the tenant just as naturally wants all he can get for his labor.

"The one great fundamental point on which all other details of the contract hinge is the proportion of the income of the business that should go as remuneration to labor and the proportion that should go as interest and depreciation on the invested capital. When this point is once determined it is easy to work out the remaining details, no matter what proportion of the working capital is furnished by the landlord and tenant respectively.

"The proportion of the farm income that should go to labor will vary with the type of farming and with the fertility of the soil. This point is now under investigation by the Government Office of Farm Management, and it begins to appear that it will be possible to arrive at a few general principles that have a very wide application and that will furnish a satisfactory solution for this vexed problem." (W. J. Spill-

man, Agriculturist in Charge of Government Office of Farm Management.)

This and similar surveys were doubtless suggested by the many difficulties arising throughout the country from the unsatisfactory state of farm tenures. For several years past the Government Agricultural Year Book has suggested the need of a survey on the subject of Farm Contracts.

Much difficulty might be avoided if all were fair. Over-reaching never pays. Any attempt at overreaching in farm contracts is sure to injure the one who does it. A tenant or a landlord who is bound by an unfair contract becomes dissatisfied. He is unwilling to continue under such a contract. He may even seek to offset the advantage of the other by unfair means; and the one who sought to gain by driving a hard bargain by and bye sees "his chickens come home to roost." True, it is, "this even-handed justice returns to plague the inventor." Neither party should put terms in a contract which he would be unwilling to have a court or jury pass upon for fairness.

CHAPTER II.

Section 9. Length of Tenure.

10. Same.

11. Same.

Sec. 9. Length of Tenure. "Next to the division of income between labor and capital, the most important feature of the contract is the length of tenure it provides, though this is not usually considered as important as it really is. On this point depends very largely the effect of tenant farming on the fertility of the soil. With the usual form of short-term tenure the short-term tenant has no financial interest in what the farm may be able to produce after his lease expires. He is interested in getting out of it all it will produce now, 'to skin the land' as it is often called; and he does not care very much whether the soil is left in better or in worse condition than before. On the other hand, the long-term tenant will

be more likely to take an interest in the future yielding power of the soil. Short-term tenure is highly undesirable from every point of view. This difficulty—especially the injury to the farm by short tenure—might be in part avoided, as it now is in England under the Agricultural Holdings Act, according to which a tenant on giving up a holding must be paid for any unexhausted improvements which he may have made with the consent 'of the landlord.' (W. J. Spillman, Agriculturist in Charge of Government Office of Farm Management.) On the other hand the tenant shall pay for any damage done to the premises during his term. The benefit or damage done is to be determined by a Government officer appointed for the purpose.

Sec. 10. "J. C. Mohler, Secretary of the Kansas Board of Agriculture, has been digging into the census figures in a study of the farm tenant problem in Kansas and has found that of the 177,841 farms in the State, 65,398 were operated by tenants. The figures also showed 50,999, farmers owners and tenants, had lived on their farms less than one year, 38,956 had lived on the same farm two to four years; 28,301, five to nine years, and 43,176, ten years or more."

Longer Tenure. "One of the really serious problems Kansas agriculture has to deal with at the present time is not the tenant problem as ordinarily considered, but the problem of longer tenure," said Mr. Mohler. "I believe that the history of agriculture in Eastern States, where there are abandoned farms, will demonstrate that the short term of the ordinary farm lease is one of the chief causes of so many farms being worn out. This condition is not to be found now in Kansas, but it is bound to come shortly unless wise precautionary measures are adopted. Every farmer is trying to make a living for his family and a little additional money for the luxuries and pleasures of modern life. It is only natural for a short term tenant to take all he can get from the land with the least exertion."

Farms Getting Poorer and Poorer. "As a result many farms are 'milked' every year by tenants. Little or nothing is done to keep the soil productive. The tenant goes on the farm,

plows, sows, tills and takes his share of the harvest with never a thought of putting anything back on the land. Many tenant farmers have little live stock. They usually have enough horses to handle the work, a few cows for milk and butter, a few chickens and a few hogs. They sell most of the grain produced on the farm and feed little to produce manure for fertilizer.”

Longer Tenure Makes Better Farms. “In Europe there are farms that have been cropped continuously for centuries by tenant farmers and the land is more productive today than twenty or fifty years ago. The continental farmer has a long-time tenure. He understands that to retain the lease he must put back on the land a certain amount of fertilizer each year—he must restore to the soil some of the qualities he has taken away in his crops. The system differs from ours because a tenant farmer may live in the same house and farm the same land his father farmed. Kansas and America need a longer tenure of leases. As long as the leases are for a single year, with no effort on the part of the farmer to restore something to the soil, so much less valuable is that land becoming as a productive farm. As long as the tenant feels he is entitled to everything the farm will raise, knowing he is likely to leave it and go to another farm for his next year’s crop, the tenant farmer is not going to take particular care to improve that farm.” (Weekly Kansas City Star.)

Sec. 11. By short tenure not only the soil suffers; but the landlord and tenant also. The old saying, “Two removals as bad as a fire” if ever true, is certainly true of farm tenantry. The removals injure the tenants’ personal property and the health of their families. They also do great injury to the roads. Damage to the amount of hundreds of thousands of dollars is done each year by the hauling of heavy loads of household effects and crops over the soft roads when the frost is coming out of the ground in the early spring.

Notwithstanding the great injury to the roads short tenure injures most of all the life of the rural community. The tenant does not remain long enough to feel any community responsibility nor to take any interest in the school, the church

or the social life of the community generally. This restless moving about brings on an instability in the individuals and in the community at large. Nothing is fixed or stable. Nothing can be counted on. This "wanderlust" is an enemy to the prosperity and to the happiness of all.

Long-term leases would help to better present conditions. But some landlords seem to fear long-term leases. No good reason can be given for such fear. The long-term lease may be specific in providing that any failure to comply with the terms of the contract by either party shall revoke the lease at the option of the other party. If the tenant does not do his part the landlord may take possession of the farm again.

CHAPTER III.

Section 12. Verbal or Written Contracts.

13. Advantages of a Written Contract.

14. Principal Points to be Covered in a Lease Contract.

Sec. 12. Verbal or Written Contracts. Whether verbal or written contracts are entered into it is certain that either party should be able to prove what has been agreed upon. For this reason as well as for many other reasons written contracts are more generally recommended. The best contract however in any given case is the one which enables a landlord to keep a satisfied tenant longest on his farm and under which good tenants after having had experience with it are best satisfied to remain.

Some landlords and tenants decline to "article," as they say, for a farm. The landlord believes that a written contract binds himself alone and that the tenant being exempt from execution, as is often the case, is not bound by it. The tenant oftentimes is suspicious that the contract contains a "rider" in favor of the landlord which he does not understand; and consequently he declines to enter into a written agreement.

But either party may lose because the contract is not drawn up in writing. An example: A tenant for cash agreed by verbal contract to leave all of the straw on the landlord's farm when he should leave if the landlord would give him

the use of a team of horses. The landlord did so. But the tenant later denied the contract as to the straw, and claimed that he had paid for the use of the horses. The landlord could not prove this agreement and tenant removed the straw when he left the farm, according to the custom. Sometimes it will be the tenant who suffers for lack of a provable contract. An example: A landlord agreed to give a tenant a good team of horses if he would complete a private roadway through his farm. The tenant did so. Then the landlord died. The tenant could not prove the contract and the administrator of the landlord's estate kept the team of horses.

Again, a tenant rented a farm by verbal lease for one year. At the end of the summer, the lease was renewed. Late in the fall the landlord sold the farm and demanded that the farm be vacated the following March. As no written contract had been entered into and no part of the renewed contract had been performed (which would have made the contract binding even without a written contract) the tenant had to surrender possession to the purchaser, although he had made some considerable purchases of stock and implements to more fully carry out his part of the renewed contract.

In all these cases a written contract which stated clearly the rights and obligations of both parties would have secured justice. In most cases a carefully prepared written contract is greatly to be preferred.

Sec. 13. Advantages of a Written Contract. 1. It complies with the Statute of Frauds (16) which requires that a contract affecting real estate must be in writing to be valid.

2. In a written contract the implications of the common law and the customs of the community as regards the items of the contract may be made clear to both parties and included in the contract if desired. Or, any of these presumptions or customs may be revoked if desired by stipulations in the contract to the contrary.

3. It serves as a memorandum to both parties. Few farm contracts are alike and it is not possible to always remember all of the terms of each contract entered into. With a written contract one can refresh his memory.

4. If one of the parties should die the written contract protects his estate from any false claims of the other party.

5. If a written contract does not anticipate all of the items of agreement, others may be added to it in writing, if desired.

6. It is an indisputable proof of the agreements entered into.

7. If the contracts are preserved they will furnish something of a history of the farm during the period of the landlord's ownership.

Sec. 14. Principal Points to be Covered in a Lease Contract.¹ The principal points to be covered in a lease contract are:

1. Land with the necessary permanent improvements to be furnished by the landlord.

2. Labor to be furnished by the tenant.

3. Items of working capital to be furnished by each party. This relates to supplies and movable equipment, including both live and dead inventory.

4. Share of each party in the income of the farm; and the amount of rent to be paid, and the conditions of such payment.

5. Items relating to soil management, including restrictions as to the cropping system to be used, and the amount and kind of live stock to be kept, and the method of utilizing crop products.

6. Repairs of permanent equipment.

7. Length of tenure.

8. Tenant's privileges, such as keeping cows, pigs, and poultry, raising garden truck, and the use of supplies from the farm, including fuel.

9. Amount of supervision by the owner.

¹ In part from "What is Farm Management?" by W. J. Spillman, Agriculturist in Charge of the Office of Farm Management, U. S. Department of Agriculture.

CHAPTER IV.

Section 15-17. Lease.

18-20. Landlord and Tenant—Cropper—Partnership.

21. Customary Restrictions in Leases.

22. The Agricultural Holdings Act.

Sec. 15. Lease. A lease is a contract for the possession and profits of lands for a determinate period, less than the time for which the lessor holds the same, in consideration of a recompense of rent. It creates the relation of landlord and tenant. No precise form of words is necessary. 77 Ind. 188.

“The points of mutual agreement to create a valid contract of lease are these: “First, there must be a definite agreement as to the extent and bounds of the property leased; second, a definite and agreed term; and third, a definite and agreed price of rental, and the time and manner of payment. These appear to be the only essentials. 16 Colo. 415; 26 Pac. 780; 68 Pac. 715.” (J.)

Sec. 16. “All that is necessary to the execution of a lease is that it should be signed and delivered. It is not necessary that it should be witnessed or acknowledged, except for the purpose of entitling it to record. 65 Minn. 240.” (J.) (This case refers to a lease for less than three years.)

The Statute of Frauds provides that any contract affecting real estate must be in writing; and if for three years or more it must be executed with all the formalities of a deed; that is, it must be signed, witnessed and acknowledged. (214, 491.)

This statute, or one practically similar to it, has been re-enacted in nearly every one of the United States. A statute of Ohio follows the Statute of Frauds and requires a lease of land to be in writing. But the courts have repeatedly held, however, in passing upon this statute, that where the tenant is given possession, or performs a part of the contract, the parties are bound, even by oral agreement. But payment of rent or even pre-payment will not take a parol lease out of the Statute (36 Ark. 518; 59 N. H. 120; 2 Tenn. 192). Where possession is not had, nor part performance done, the tenant

should not make payment of rent except on a written contract; for the lease is not a legal lease and will not bind the landlord.

Contract for One Year Renewable at Will. Sometimes the landlord and tenant contract for one year with the understanding that they will renew the lease for another year "if everything goes right," etc. In this way the lease is often renewed from year to year. Such a lease complies with the Statute of Frauds if it is in writing, even though it was not executed with all the formalities of a deed; for it is only a one-year lease renewable from year to year at will. This system is very common in England.

Sec. 17. The agreements should be clearly stated, so that they may be easily understood, and not capable of several meanings. If the topic of each paragraph is placed at the margin or at the beginning it will often save time in finding a particular covenant when the lease is referred to.

Printed forms of leases are sometimes used; but care must be taken to cross out covenants not suited to the purposes of the particular case, and to add others which are made necessary by the specific agreements entered into. As a rule, where farming is so diversified as in Ohio, printed leases are not satisfactory. Professor H. C. Taylor of the University of Wisconsin expresses the opinion: "Printed contracts should be avoided as a rule. Every agreement should be drawn to suit the peculiar conditions of the farm and farmer. Point after point the different articles should be taken up and talked over by the landlord and the tenant. A landlord should not hand a contract to a tenant and ask him to read it over and see if it suits him. The contract should be read to the tenant, and the owner's interpretation made clear. 'Do not sign a contract in a hurry' is good advice to the owner as well as to the tenant. Make sure you have a thorough understanding—it is time well spent."

Sec. 18. Landlord and Tenant—Cropper—Partnership. The relation of landlord and tenant is created by a lease. The tests of this relation are possession by the tenant for a certain

term, and the right of the tenant to maintain action for trespass and ejectment.¹

The later cases consider that where land is leased and rent reserved in kind, or share of the crops to be raised, the landlord and the tenant are tenants in common, or owners in common of the growing crops on such land, during the life of the lease. 68 Mich. 33. (T.) The possession of the crops and the right to divide are mutual. The early English law gave these rights to the tenant. But the later cases in this country consider the landlord and tenant by such leases "tenants in common of the crops."²

¹ A landlord can not maintain action for trespass for a wrong done by a stranger while the tenant has actual possession. 4 Ohio, 433.

Threatened trespass' which contemplates irreparable injury, may be enjoined. 16 R. I. 15.

² "The tendency of the modern cases is to construe the agreement as a lease whenever rent as such, is reserved, or apt terms of demise employed, or the intention to create a lease is clearly to be inferred from the words of the written instrument or from the parol agreement between the parties. 7 Foster, 550; 14 Vt. 214; 31 Pa. St. 426. Where there is an agreement for demise, rent, or exclusive occupation, the relation of landlord and tenant will generally be considered to exist; and a landlord may be entitled to his share of the crops as this is created by way of reservation (that is, the ownership of a part of the crops has always been in him. That part the tenant never had any claim to). But if the share is clearly rent the landlord will acquire no interest in it until it is so set apart for him by the tenant. 45 Iowa, 670; 134 Mass. 48." (T.)

Sec. 19. Cropper. A cropper is a person hired by the landowner to cultivate the land, receiving for his compensation a portion of the crops raised.¹ He does not farm by lease, but by a *contract of hiring*. The possession of the crop and right of division remain with the landlord. The cropper has no property in his share of the crop until the division, which is made by the owner of the land.

A cropper differs from a lessee in that he acquires no estate, has merely a right of action on the contract, and consequently can maintain neither trespass nor ejectment. 53 Mo. 504. Such limitations of rights of the cropper are sometimes expressly stated in the contract as in the following case: "The said lessor shall have full possession of the farm, of the crops

and of the live stock. He shall have all rights of action for trespass and ejection, and shall have full rights of ingress and egress.”

The distinctions between tenant and cropper are of interest to the parties contracting because they determine the extent of their rights and privileges. A tenant, for example, may use the fields during the term of his lease for any purpose in accordance with good husbandry, and which does not interfere with the landlord's rights. He may pasture the stubble field and the stalk ground after the crops are harvested provided the landlord does not care to seed them. He might even take in live stock belonging to others to pasture in such fields if he rented for cash or if the landlord had no interest in the live stock. He may also have (as hereinafter explained, 29) the right to sow and harvest an away going crop. But a cropper is not entitled to such rights because his interest in the fields ends when his crop is harvested. (See 100.)

Tenancy in common of the crops—such as usually exists between landlord and tenant on the shares—is sometimes confused with partnership.

A landlord and tenant under a contract to work a farm on shares are ordinarily considered tenants in common of the crops and farm products; but are not in any sense partners in the business. 121 N. Y. 822; 137 App. Div. 508.

¹ “On the other hand, if there appears no agreement for rent, demise, or occupation, but merely for services, to be paid for in part of the crop, the occupant for purposes of cultivation is merely a cropper, having no interest in the crops until division. 24 Ill. 261; 34 N. J. 239; 53 Pa. St. 81.” (T.)

“A sealed agreement merely to pay a share of crops in return for work, labor and materials does not *per se* create a tenancy in common, in the absence of statute. 26 N. J. L. 293.” (T.)

Sec. 20. Partnership. Now and then a partnership relation is established between the landlord and the cultivator or between cultivators. In a partnership the partners share in the expenses and in the profits and losses. They need not share equally. Persons may be partners as to only a part of the farm business, as for example, in dealing in live stock. Part-

ners may bind each other for obligations within the scope of their business.

Whatever the relation may be which the parties desire to establish, whether that of landlord and tenant, landowner and cropper, or partners, they should make it clear by agreement in the contract. If so set forth no legal construction or implication is necessary. Covenants of this nature occur in leases as follows:

“Said parties to this lease shall be in no sense partners. Neither shall bind the other to any obligations or incur debts for the payment of which the other party might be liable without the written consent of the other party.”

A limited partnership is provided for in the following:

“The relations generally between the said parties shall be those of landlord and tenant. They shall be partners, however, for the purpose of dealing in live stock. Either party may buy or sell live stock for the partnership to the value of \$300 without previous notice; but after such transaction shall have been made by either party notice of it shall be given at once to the other party.”

Sec. 21. Customary Restrictions in Leases. In leasing a farm a landlord should have in view not only the immediate income which he may derive from the farm, but also the effect which the tenant's way of farming promises to have upon the fertility of the soil and upon the permanent value of the farm. A tenant may damage farm and buildings more in a year than his rent will amount to. One landlord in speaking of a destructive tenant said: “It would have been better for the farm if I had paid him all he paid me in rent to stay off of it altogether.”

The restrictions in leases to protect the farm against abuse differ in different localities. They are more rigid in leases for cash where the landlord surrenders the management of the farm to the tenant than in leases where the landlord retains supervision.

In general they are as follows:

1. No fields in bluegrass or other permanent pasture shall be plowed.

2. No millet, flax, tobacco (or other crop thought to be injurious to the soil) shall be raised. Or, if any such crops are to be raised, the acreage is to be limited.

3. No straw or fodder shall be burned or removed from the place.

4. No hay shall be sold from the farm.

5. All grain and forage crops produced on the farm shall be fed on it.

6. No tramping of live stock or hauling over the fields shall be allowed while the frost is coming out of the ground.

7 Hogs shall be rung to prevent rooting up pasture fields and meadows.

8. Orchards shall not be pastured.

9. No wood shall be taken for fuel except such as the landlord shall grant for the purpose.

Too many restrictions may discourage a good tenant from leasing a farm; but landlords find it necessary to impose certain restrictions to keep up the fertility of the soil and to protect the farm from injury by careless husbandry.

Sec. 22. It is often stated that farms rented for cash are not as a rule so well kept as farms let on the shares, and the reason assigned is that by cash rent the landlord exercises less supervision. Cash tenants too often neglect the appearance of the farms, fail to sow clover seed, to spread manure and to destroy the noxious weeds.

The most desirable system of renting land is the one with few restrictions upon the tenant, but which will at the same time encourage him to build up the soil and keep the farm in good condition.

As a means to this desired system we need better contracts, leases for longer terms, and statutes providing for payment to the tenant for improvement of the farm and payment by him for damage done to it. Such a plan is provided in England by the Agricultural Holdings Act. (See 9.)

CHAPTER V.

(See also descriptive list of lease contracts, Table of Contents, pp. x-xii.)

Section 23. Systems of Renting Land.

24. Cash Rent.
25. Bushel Rent.
26. Share Systems for Crop Farming.
27. A Combination of Share and Cash Rent.
28. Share Systems on Stock Farms.
29. Contract of Hiring.
30. Division of the Various Crops on the Same Farm by Different Ratios.
31. A New System Suggested.
32. The Houston Profit-sharing System.

Sec. 23. Systems of Renting Land. Farms are usually rented for cash or for a share of the proceeds from the farm, or for part cash and part in a share. So many variations enter into farm leases that it is impossible to give more than the principal characteristics of each system in the following classification.

Sec. 24. Cash Rent. 1. *For Land.* The landlord furnishes the land and necessary permanent improvements, and is paid a lump sum for the farm at so much an acre or so much for all of it. By some contracts the amount per acre varies for different parts of the farm, as for pasture, corn land, fruit land, etc.

2. *For Land and Stock.* By this system the landlord furnishes not only the land but also the live stock. The tenant furnishes the labor, tools and implements. The tenant is required at the close of his term to turn over to the landlord stock equal in value to those furnished him.

This plan is followed in some dairy districts; but it is not common. It gives the tenant an opportunity to make a greater income until he can rent for cash and furnish his own live stock. If the farm is a dairy farm the rent is generally paid monthly from the proceeds of the dairy during the months when the receipts are largest. The landlord under such a contract gives the management close supervision.

Sec. 25. Bushel Rent. By bushel rent the tenant agrees to pay so many bushels instead of rent.¹

¹ Lessees who enter under an agreement to pay as rent, a portion of the crop and a certain number of bushels of grain, are liable, upon failure to pay rent, for the market value of the grain at the time it should have been delivered. 5 O. S. 584.

Sec. 26. Share Systems for Crop Farming. There are many ways of leasing land on the shares. By different systems the tenant may receive two-thirds, one-half, two-fifths, or one-third of the crops. In some instances he receives different proportions of the several crops on the same farm. (See 30.)

1. Where the landlord receives *two-thirds* and the tenant one-third of the hay and grain. By this system the landlord furnishes land, teams, implements—everything but the labor. If tobacco, or other crops requiring extra labor are raised, the landlord's share of that crop may be less than two-thirds. The landlord may or may not furnish buildings.

2. Where the landlord receives *one-half* of the hay and grain. The landlord furnishes dwelling, out-buildings, garden plot, necessary permanent improvements, one-half the small grain and half or all of the clover seed. In a few cases the landlord furnishes half of the horses. The tenant furnishes teams, tools, and pays all of the expenses except the one-half of the threshing which the landlord pays. The tenant may or may not pay the school and road tax and privilege for buildings and pasture. In Wisconsin the landlord furnishes all the seed and usually pays one-half of the threshing bill and in some cases one-half of the twine bill.

3. Where the landlord receives *one-third* of the grain and hay the tenant furnishes the teams, tools, machinery, seed, and pays all expenses involved in harvesting the hay and grain, and in threshing the grain. The landlord may or may not furnish a house for the tenant. This system is in use in Wisconsin and elsewhere. In these sections it is thought that one-third of the crops, without furnishing the seed or paying any of the expenses (which is the custom there in renting on the halves) is equivalent to receiving one-half of the crops and furnishing the seed and sharing the threshing and twine bills.

In other parts of the country the landlord furnishes only one-half of the seed and pays one-half of the threshing bill; but does not pay one-half of the twine bill.

These systems have been commonly practiced where grain land has not been let to tenants. It is common under these systems to sell the grain and hay off the farm, and for this reason the systems are objectionable. (See "Hay," 72.)

In Texas and in some other States the shares of the crops which the landlord and tenant shall receive are determined by statutes of recent date.

Sec. 27. A Combination of Shares and Cash. Where the landlord receives one-half of the grain (and often one-half of the hay) and a cash rental for the pasture and meadow land.

By this system the tenant keeps live stock to pasture and feed. For the pasture he pays a cash rental. Otherwise the contract is the same as (2) above. The landlord usually sells his share of the crops to be hauled from the farm. In this respect the system is objectionable.

Sec. 28. Share Systems on Stock Farms. 1. Where the landlord furnishes *everything but the labor* and gives the tenant one-third of the net proceeds.

2. Where the landlord furnishes one-half of the live stock except horses and receives one-half of the proceeds. This is a very common system wherever live stock are raised. It is being applied to the dairy industry in a number of States.

Where partnership stock are raised each party often furnishes one-half of all stock except horses. Sometimes the hogs are owned in partnership, while the horses and cattle are the sole property of the tenant who pays the landlord for pasture for them, and may divide the crops and feed his own stock from his own share of the crops, or else not divide, but pay the landlord so much a month or so much a year for the landlord's one-half of the undivided crops fed to the tenant's live stock. (See Plan to Avoid Devision of Crops, 63, 69, 70. For covenants see 172, 453.)

3. Where the landlord furnishes all of the stock except the horses and receives one-half of the proceeds.

This greater inducement to the tenant is usually made only on the less desirable farms. On the more desirable farms the tenant will furnish half of the stock and give half of the proceeds. Usually the landlord will not risk so much investment in live stock unless the tenant takes a like risk. It occasionally happens, however, where the landlord feels certain of the ability and character of the tenant and where the tenant has no capital with which to make a start. But in this case the landlord usually exercises close supervision.

Sec. 29. Contract of Hiring—Cropper. Farms are often cultivated for a share of the crops and—in the case of stock farming—for a share of the profits from the stock, the possession of the farm—and of the stock—remaining in the landowner. The one furnishing the labor receives his share in lieu of wages. He is called a cropper. The contract between the parties is not a lease, but a contract of hiring.

This system is common in Ohio and in other sections of the middle west, where the cropper usually receives one-third of the profits from the farming enterprises.

By a contract of hiring the relation of landlord and tenant is not created. The cultivator has no legal possession of the farm. He can not maintain actions of trespass and ejection. The landlord retains possession and all of the rights and privileges of the farm except those which he may grant to the occupant, such as the right to occupy the house, to use the garden, etc. The relation created is only that of landowner and cropper, not that of landlord and tenant. (See 19.)

Sec. 30. Division of the Various Crops on the Same Farm by Different Ratios. By many leases the ratios to be used in the division of crops are not uniform. The division of proceeds from some crops by the same ratio which is to be applied to the division of the other crops may return to the tenant amounts out of all proportion to the value of his labor; while on the other hand, the division of certain crops by a uniform ratio used in dividing all of the crops of the farm may return to the landlord an amount far in excess of the rental value of his land. The following cases will illustrate:

A tenant on the halves harvested twenty-five acres of hay at a labor cost of \$37.50. His half of the hay sold for \$187.50, making him a profit of \$150.00—a profit out of all proportion to the value of his labor. (See 72.) On the other hand, a tenant on the halves raised ten acres of tobacco. The landlord's half amounted to \$500.00 which was 75 per cent. of the value of the land on which it grew. This was too much for the tenant to pay for the use of the land. (See 76.)

Stock and dairy farming may present the same problem. The care of dairy cattle requires more labor than the care of beef cattle, and is often rewarded by a greater part of the proceeds.

By other leases the uniform ratio is retained, but the proportions are made up by concessions. For example, if the tenant takes care of a considerable number of dairy cattle on the halves the landlord may give him all of the returns from a small orchard; or if he raises a considerable acreage of tobacco he may be given extra pasture privileges.

It often happens too that the same kind of crops on different farms in the same locality are divided by different ratios because one farm may be more valuable to the tenant than the other. It may be because of its greater productivity or because of other reasons.

Sec. 31. A New System Suggested. Dr. H. P. Miller, Agriculturist of the Portage County (Ohio) Improvement Association, suggests an interesting system which is based upon a ratio of the actual money value of what the landlord and the tenant each put into the enterprise. (See 477.)

Sec. 32. The Houston Profit-sharing System. By this system the president of a farming company in southern Ohio becomes a partner with the tenant and the two lease the farm from the farming company. (See 248-268.)

CHAPTER VI.

Section 33. Cash or Shares?

35. Reasons Given by Landlord and Tenant for Preferring Share Tenancy?
37. Reasons Given by Landlord and Tenant for Preferring Cash Tenancy?
39. Some Comparisons Between Various Ways of Leasing Farms.
42. On the Halves or on the Thirds?
43. Selling vs. Feeding Products.

Sec. 33. It is often asked, "Which is the better way to rent, for cash or on the shares?" Both methods have their good and bad points. A cash tenant may work the land harder; but restrictions in a well written contract may protect the land by prescribing the manner of cultivation. By cash rent the landlord has less supervision and less risk. Which is the best way to rent must depend upon circumstances. If by cash rent less live stock will be fed on the place and more of the crops be sold off of it, the soil will be impoverished more than by share rent where the landlord's additional capital provides more stock and enables the tenant to feed on the farm all that is raised there of feeding crops. But on the other hand, if a cash tenant is financially able to stock up the farm there is no reason for believing that the farm will suffer any more by cash rent than by share rent.

Which way is the best for the landlord will depend upon the amount of time and attention he cares to give to the management and supervision of the farm on the shares, and to the confidence he may have in the ability of the tenant to farm and take care of the land and improvements when renting for cash. For the tenant it will depend upon the amount of cash he has with which to pay rent and stock up the farm when considering cash rent, and upon the added benefit of the landlord's capital and supervision when renting on the shares.

The landlord when renting on the shares must give the farm more attention. This usually insures better care of the farm and greater income to the landlord from it. One question for the landlord then to decide is: "Will the added income

from the farm by share rent pay me for the added time and attention given to it in supervision?" This will depend upon the landlord's situation and the probable income from his time if otherwise employed.

Sec. 34. Prof. H. C. Taylor, of the University of Wisconsin has collected the reasons usually given by landlords and tenants for preferring cash or share rent. These reasons are almost exactly the same as those given the author by landlords and tenants in Ohio.

Sec. 35. Reasons Given for Preferring Share Tenancy.

A. Landlord's Reasons:

1. Share tenancy is most profitable to the landlord.

2. Where land is let on shares the landlord helps in the management, and for this reason he is better able to keep the land from being run down, whereas the feeling seems to be quite common that a cash tenant must be free to farm as he pleases, and that cash tenants usually "skin the land." Some landlords feel that as a result of the part that the landlord takes in the management of the farm the total products will be greater, so that the tenant, as well as the landlord, may have a larger income.

3. The landlord takes more interest in his farm when he receives a share of the crop rather than cash.

4. Tenants are not willing to pay a cash rental which is equal to the full annual value of the land, for fear the crop will not be up to the average or for fear prices will fall.

5. The landlord shares the extra profits due to extra good crops, and gets nothing out of the poor ones, whereas in cash he contracts for a fixed rent, the tenant gets all the advantages of an extra large crop, while in case of crop failure the tenant is often unable to pay the fixed rent and the landlord has to stand the losses of poor years without extra compensation when the crops are good.

6. Cash tenants do not usually put so much stock on the farm as a share tenant operating under a land and stock lease where the landlord furnishes a part of the stock. Hence

the land is not so well kept up. This is usually due to lack of capital on the part of the tenant.

Sec. 36. *B. Tenant's Reasons:*

1. The risk is less.
2. The amount of capital is less.
3. The landlord is more willing to make permanent improvements which will increase the productiveness of the farm.

Sec. 37. **Eleven Reasons for Preferring Cash Tenancy.**

A. Landlord's Reasons:

1. Cash rent is less bother; many landlords do not care to look after their share of the products.
2. Some landlords mistrust the tenants and fear they will be mistreated if they let their farms on shares.
3. Some landlords who say they are willing to share the risks due to variations in the seasons and in prices, are not willing to "accept the results of careless, slipshod farming."
4. The landlord knows in advance what he is going to get.
5. Because good tenants with plenty of capital to farm right will rarely take land on shares.
6. The cash lease is simpler, and for this reason there is less chance for controversy.

Sec. 38. *B. Tenant's Reasons:*

1. The tenants prefer to pay cash rent because they like to be independent. As a class they do not have as high an opinion of the advice of their landlords as do the landlords, in fact the wisdom of the landlord is often undervalued to the sorrow of the tenant in the end.

2. Some tenants have expressed themselves as wanting to feel that the entire product is their own; apparently not realizing that the rent must come from the product. Yet there is something to be said for this view. A tenant sees many opportunities to increase the product by increased outlay of labor and capital. The feeling that all the extra product due to this extra expenditure comes to him is more stimulating than the knowledge that a share of the extra product will go to the landlord without his sharing in the extra cost.

3. Cash tenancy pays the tenant better at present rents and prices. This view is held quite generally.

4. Most tenants want to pay cash as soon as they are able to own all the stock on the farm.

5. One tenant said "letting land on shares does not belong to this age; it is like trading maple sugar for coffee."

The number of tenant farmers in Wisconsin increased 89 per cent. between 1880 and 1890. While cash tenancy has increased most rapidly, share tenancy is still the most common system. The same tendency and condition are noticeable in Ohio.

Usually on the shares the landlord furnishes more capital, takes more risk, and gives more time to the business. It often happens that a tenant with little experience in farming or management, or little capital will succeed better on the shares by the counsel of the experienced landlord than he would by cash rent. However, if he is a good manager and has capital enough he will likely make more money by cash rent.

Sec. 39. Some Comparisons Between Various Ways of Leasing Farms. *Relative Profits.* Prof. G. F. Warren, of New York State, investigated the question of relative profits obtained in Tompkins County, N. Y., by share and by cash rent. The result of these investigations indicated that cash landlords made an average of 5.2 per cent. on their investment, while share landlords made an average of 9 per cent. He also collected the facts as to the relative profits of the tenant. The cash tenant who assumed the risk and most of the supervision of the farm made a labor income of \$504.00, while the tenant who rented for a share made an average labor income of \$342.00. That is, the cash tenant made an average labor income of \$262.00 more than the share tenant. This might be called income from management.

A cash tenant with skill and capital assumes the risk which the landlord must take on a poor tenant; but by attending to his business, he has the opportunity of making more.

The best system for the landlord who has but little time for supervision is to rent for cash or for a share of the crops.

If he furnishes live stock more time and supervision will be necessary.

Sec. 40. The following facts are taken from a paper read at Washington by O. G. Lloyd, of Iowa Agricultural Experiment Station, before the Farm Management Association, November, 1913. They relate to Iowa farms especially; but are true generally of farms elsewhere:

Cash tenants assume more risk and supervision, and they obtain over \$500.00 more than other tenants as wages of management.

Cash tenants own more capital, receive higher labor incomes, operate larger farms, obtain more receipts per acre, and have more expenses per acre than any other tenant, although the cash tenants get less net returns per dollar of total labor.

The partnership rented farms are producing more dollars per acre above the tenant's labor; but judged from per cent. on investment, share cash farms are paying the highest rate.

Cash tenants furnishing the most capital and receiving the largest labor incomes remain the longest on the same farm. Partnership tenants with the next largest capital and the next highest labor income remain on the same farm second in length to the cash tenant class.

It is found that the more live stock kept on the farm the more bushels of crops per acre will the soil produce.

Mr. Lloyd sums up his comparison of the various systems of tenancy as follows:

"In conclusion, the study in Iowa up to the present time leads us to believe that the farm will be more productive, better improved and its fertility more likely conserved if partnership renting is encouraged. Inexperienced tenants with little credit and capital will be furnished the necessary equipment and supervision to operate the farm most effectively. The landlord will be more happy and a more progressive citizen if he remains actively engaged in the business that has made him what he is—an authority on agricultural conditions in his community. Partnership renting aids in solving

many of the difficulties of the community as well as the difficulties of the farm.”

Sec. 41. Another opinion: “I have found of late several landlords who seemingly are solving the problem of farm tenancy. They furnish the farm with all the equipment and needed stock and the tenant furnishes all the labor. Each pays about half the taxes. Each pays part of the fertilizer, some half and half; others the tenant a fourth and the landlord three-fourths. At the end of the year the results of the season’s operations are divided equally. This works out well in practice in every instance where I have come across it. I know the objection. You say the tenant is not honest and will get away with the eggs and cream and cheat you. All right, if you take me for a rascal before you try me I will do my best to make good. So will you and the other fellow. Most of us are quite human and we might just as well admit it.” (L. W. Lighty in *National Stockman and Farmer*.)

Sec. 42. On the Halves or on the Thirds? This is often a question which tenants have to consider. The following question and answer are from Hoard’s *Dairyman*, April 30th, 1915.

Farming on Shares. “I wish to ask you how you would figure the rent if the owner of the farm furnishes the horses and machinery and half of the cows and hogs. I have to buy all my cows on credit, about four of them. Would it be better for me to let the owner furnish everything and work the farm on one-third, or buy all the machinery and half of the horses, cows and hogs, and rent the farm on half? Cumberland, Wis., E. Z.”

“In all cases of this kind there are so many personal and local items to consider that general rules will not apply to each specific case. We have known of instances similar to the above in which the owner has found it desirable to furnish practically all stock and equipment, and give the renter one-half, including half of the increase of the stock. This is a very liberal form of lease and is not as general as we believe it will be in later years when owners become more interested in

getting the best tenants in order to maintain their farms at the highest efficiency.

In case the renter has no available capital, it would in most cases be advisable to take the third share proposition, reserving the right to purchase and get on the share and share alike basis as soon as his savings will warrant. Unless a person has had considerable farming experience and can get friendly backing, it is very doubtful whether it is wise to go deeply into debt for the first few years at least.

Under the condition first proposed, the share and share alike division would be equitable. If such division can not be secured, the renter could give his note for the value of the horses and machinery, pay the going rate of interest on same, and divide the proceeds of the farm half and half."

Sec. 43. Selling vs. Feeding Products on Farm. Many tenant farms become "run down" by a system of selling the crops off the place. Systematic feeding of stock brings up the fertility of the soil. It is well to provide in the contract that all hay, corn, fodder and straw shall be fed or used on the place; but this provision may work a hardship upon the tenant if the landlord does not help him provide animals to consume these products.

The beneficial effects of a change to stock feeding and dairying are noticeable in certain localities in Ohio where farmers formerly raised tobacco extensively or sold their crops to be removed from the farms, and kept few live stock.

One farmer in the tobacco region told the author: "We have changed around here on our tenant farms from tobacco growing to dairy farming in the last ten years; and our farms are getting better all the time. Farms in this township that were so poor they couldn't raise an umbrella or a disturbance a few years ago, are now so rich that they are raising mortgages, automobiles, and player-pianos, and doing it easy."

Every inducement should be offered to tenants to keep live stock and feed the crops on the farm. But even where plenty of live stock are provided great care must be exercised in the use of the pasture and meadow. It should not be pastured when the ground is too wet nor until the clover is well advanced

in growth. A prominent farmer in southern Ohio who has served as justice of the peace and has had much experience in leasing farms told the author:

“Much of the dissatisfaction between landlords and tenants comes from this wholesale removal of crops from the farm, and the failure thereby to keep enough humus in the soil. In hot, droughty seasons I have seen tenants pick up and move because there was not enough humus left in the soil to keep the crops from burning up. Pasturing clover too soon is a bad thing. It isn't allowed to grow big enough to fertilize the soil and to afford humus to protect the next crop from burning out. It ought not to be pastured until it is eight inches high anyway.” (See Pasture, 102.)

Covenants providing that the crops shall not be removed from the farm are found as follows:

Sec. 44. a. “Enough live stock shall be kept to consume all feed crops grown on said farm.”

b. “All crops except wheat and fruit shall be fed on the place.”

c. “No grain or roughage shall be sold, to be removed from said farm, except such as is not commonly fed to live stock. It shall be fed to enrich the soil.”

(For covenants, see 135, 171, 228.)

Subjects of Agreement in Farm Leases— The Law Pertaining to Them

CHAPTER VII.

Section 45. Length of Term.

46. Location of Farm—Purposes for Which Leased.

47-48. Landlord Must Give Possession—Quiet Enjoyment.

49. Good Husbandry.

50. Horses, Implements and Labor Needed in Farming.

51. Machinery, Gas Engine, Wind Pump, etc.

52. Supervision.

53. Buying and Selling.

Sec. 45. Length of Term. It is advisable to state definitely the length of the term of the contract. A certainty as to the duration of the lease may determine a number of questions, as for example, whether a tenant is entitled to sow an away going crop. (58.)

The most usual term is for one year, or from year to year, although leases for three and for five years are common. The prevailing custom in England is from year to year. By this custom the lease continues in effect until one party gives notice of his intention not to renew it. Such notice is given a few months before the beginning of a new term.

Few good tenants will take a farm for one year except with the understanding that if the arrangement proves satisfactory the contract shall be renewed. A tenant for only one year can not do himself nor the farm justice. It takes some time for him to "learn the farm."

The opinion prevails that the tenant will take better care of the farm when the lease is for a number of years than when for only one year. In stock farming especially it is a poor plan to change tenants often. If a tenant is interested in

the future returns from the farm he will be likely to do much to conserve and add to the fertility of the soil.

(For covenants as to length of term, see 134, 190, 219, 248, 271, 367, 413, 485.)

Sec. 46. Location and Description of Farm—Purposes for Which Leased. A lease not describing the premises with reasonable certainty is void (30 Ill. 201); but it is sufficient if it affords the means of identification (10 Ohio, 312; 1 Cal. 470).

In giving the location of the farm it is not necessary to go much into details of description, as in a deed. The facts of location are usually sufficient. Such added phrases often occur as the following: "Being the farm known as 'Willow Brook' lying between the Strong Pike and the Green Briar School House road;" "The ninety-eight acres lying along the Scioto River and extending to the main pike."

The purposes for which the farm is to be used are also often given briefly as "for purposes of grain, stock and tobacco farming."

Sec. 47. Landlord Must Give Possession—Quiet Enjoyment. "After the contract is entered into the landlord is bound to put a tenant in possession of the farm. Failure to do so justifies a tenant in refusing to be bound by the lease and in rescinding the contract. (76 Cal. 125; 5 Blackf. [Ind.] 57.) If a former tenant is holding over on the farm the lessee may maintain an action to recover possession, but he is not bound to do so. If the landlord fails to put him in possession the tenant is not liable for rent. (21 Mo. App. 538.) He may sue the lessor for breach of his covenant to deliver possession (50 Mo. 350), and the landlord is liable for the value of the bargain to the tenant (10 Casey [Pa.] 9; 65 Pa. St. 459), that is, the average net profit to be derived from a lease of the farm. (94 Iowa, 322; 51 Vt. 121.) In any event, whether the party be held to be a lessee or a mere cropper, a cause of action arises in his favor against the owner of the land for breach of contract in delivering possession of the land for the purpose contemplated in the agreement, or for any substantial interference with the lessee or cropper

in the cultivation of the land, or harvesting of the crop. His possession should not be disturbed by one holding a paramount title or by the lessor himself. This is often provided for by express covenant in the lease, or implied by law from the words used to transfer the estate." (J.)

The law will imply a covenant against paramount title and against such acts of the landlord as destroy the beneficial enjoyment of the lease. (78 Ill. 317.)

A lease contains the following covenant for quiet enjoyment: "And said lessor, for his heirs, executors, administrators and assigns, covenants and agrees with the said lessee, his executors and administrators, that said lessee paying the rents, and observing and keeping the covenants of this lease on his part to be kept, shall lawfully, peaceably and quietly hold, occupy and enjoy said premises during said term, without any let, hindrance, ejection or molestation by said lessor, or his heirs, or any person or persons lawfully claiming under them."

Covenants are often made providing for probable delays in obtaining possession, or for necessary interruptions of quiet enjoyment for the purpose of making general repairs and improvements.

(For covenant giving conditions upon which possession may be had, see 428.)

The Farm Need Not be in Fit Condition. "There is no implied contract on a demise of real estate that it shall be fit for the purposes for which it was let; for the doctrine of implied warranties relates to the title and not to the condition of the premises." (T.)

Sec. 48. A Tenant Leases a Farm at His Own Risk when it is in Litigation. (*Texas, 1883.*) Where a person took possession of a certain property with the knowledge that the title was in litigation, and pending the suit, planted sugar cane on the premises, and the suit resulted adversely to the title under which he claimed, he had no cause of action against the legal owners of the land, who kept possession of it, and also of the sugar cane, as he was merely a trespasser.

When Farm is Mortgaged. If a mortgage is on the farm at the time it is leased the mortgagee is not bound by the lease (57 Iowa, 336), nor is the mortgagee liable in damages to the tenant for foreclosure. (32 La. An. 195.)

Sec. 49. Good Husbandry. (See also General Implications of Common Law, 6.) Contracts usually contain a stipulation as follows: "That the said lessee agrees to farm the same in a good husbandlike manner."

Good husbandry requires that farming lands shall be used as such, that no waste shall be committed, that the soil shall not be unnecessarily exhausted, that crops shall be well cared for, and that repairs shall be made.¹

When a tenant agrees to give the landlord a certain share of the crops he is bound to cultivate the land with proper industry, and the landlord is entitled to demand for rent such proportion of the crops as his share would amount to, if proper industry had been bestowed in cultivating the land. If proper industry is not used the landlord has an action in damages against the tenant, or by agreement the landlord may re-enter and recover possession. (See Forfeiture, 115.)

Where one rents land, reserving as rent a certain proportion of "the crops produced thereon," or there is a letting of land upon shares, and there is no stipulation as to the manner of cultivation (whether certain fields shall be cultivated or not) the owner of the land is bound by the agreement and can claim only his proportion of the crop already produced, regardless of the mode of cultivation. Where, however, land is rented for cultivation upon the agreement to pay a certain "share of the crops," the tenant should not allow the land to lie idle, but must cultivate it with proper industry, and the landlord is entitled to demand for rent such proportion of the crop raised as his share would amount to if proper industry had been bestowed in cultivating the same.

In the absence of express agreement or stipulation to the contrary, it is the duty of the lessee or cropper to save and gather the crop, and where he neglects to do so, the owner of the land, in order to prevent the destruction of the crop, comes

in and harvests it, he is entitled to reimbursement from the lessee or cropper for the expenses of harvesting the crop.

Sometimes legal steps are taken to compel the tenant to comply with his covenant, as to husk out the landlord's share of the corn.

(For covenants as to husbandry, see 136, 164, 192, 217, 219, 454; penalty for neglect of, 256, 272, 286, 302, 367, 376, 386, 406, 420, 421, 422, 430-4, 438-1, 454, 491.)

¹ Good husbandry also requires that the manure made upon a farm leased for agricultural purposes shall be hauled out upon the fields. (24 Md. 416; 1 Ecp. 131; 2 Clark, Pa. 501.) (See Manure, 81.) It also forbids a tenant from plowing up permanent pasture except by agreement. 6 Pa. 328. (See also Waste, 106-107.)

Sec. 50. Horses, Implements—Labor Needed in Farming.

It is of importance to the landlord—especially in share farming—that the tenant shall provide equipment and labor sufficient to farm the place satisfactorily. A written agreement as to the number of horses and as to the particular implements to be furnished should be entered into. A number of implements may be needed on the farm which the tenant may not already have, such as the corn shredder, manure spreader, silage cutter, and the cream separator. It should be clearly stated who shall furnish these. (See 368, 382.)

In case the landlord furnishes any of the equipment for farming a covenant as follows is sometimes entered into:

“An inventory of all chattels, tools, implements, harness, etc., belonging to said lessor and provided for the use of said lessee, shall be made at the beginning of the term and at each successive March 1st during the term. All such chattels shall be redelivered to said lessor by said lessee in as good condition as they were received, wear and tear and damage by use, decay and casualty excepted.”

It should also be clearly stated in the lease just what labor and how much labor the tenant shall perform. This is of importance to the landlord as it affects the amount of income he will receive from the farm. (See Extra Labor of Tenant, 97.)

Restrictions are often found in contracts which provide that the tenant shall not perform labor elsewhere which may cause

him to neglect his work on the farm. It is usually directed against a tenant operating a threshing machine, hay baler, etc.

(For covenants as to horses, implements and labor, see 191, 219, 272, 284, 307, 308, 358, 418, 455; horses to be furnished by lessor, 285; care of implements, 359.)

Sec. 51. Machinery, Gas Engine, Wind Pump, etc. If special machinery is to be installed as gas engine, milking machine, or wind pump, there should be an agreement as to the manner of bearing the expenses of maintaining and operating them.

(For covenants on these subjects, see 180, 368, 382, 403. See also, Fixtures, 93.)

Sec. 52. Supervision. Leases often provide that the farming shall be under the direction of the lessor.

(For covenant, see 280.)

Sec. 53. Buying and Selling. Who shall buy and sell crops and live stock; who shall buy the seed; who shall negotiate sales and purchases pertaining to the farm business generally? These questions are settled differently in different contracts. Usually in contracts on the shares both parties share the management of the farm. Sometimes the tenant sells crops and live stock by and with the landlord's consent. Some contracts provide that the tenant must obtain the landlord's written consent to remove or sell the crops or live stock from the farm. (170, 221.) Sometimes the landlord does the bargaining by and with the tenant's consent.

Proceeds from the sale of stock or crops held in common should be divided at once. If the party collecting the money does not account to the other party promptly his delay may arouse suspicion, or cause confusion. If the party to whom payment should be made is away, the amount due him may be deposited to his credit at a designated bank. The following covenant provides for such a case:

“If either of the said parties shall collect the proceeds from the sale of crops, stock or other chattels held in common by the said parties, he shall at once pay to said other party his share of the same; or, if that shall be inconvenient, he shall deposit

it to his credit at the People's National Bank of _____ without delay."

A farmer of wide experience told the author: "This habit of holding the money of the other party sometimes comes as near stealing as anything can."

Some leases provide that all purchases of partnership property shall be made by order on the lessor or by check on a particular bank showing for what the check was given.

(For covenants as to buying and selling, see 170, 221, 263, 267, 293, 313, 418-5; to tenant by landlord, 166.)

CHAPTER VIII.

Section 54. Crops—Kind, Acreage and Rotation.

- 55. Ownership of Crops.
- 56. Delivery of Crops.
- 57. Small Grain Growing on Farm When Tenant Takes Possession.
- 58-62. Away Going Crops.
- 63-66. Division, Measurement and Estimates of Crops.
- 67-68. Feed for Tenant's Live Stock.
- 69-71. Various Plans to Avoid Division of Crops—A Very Successful Plan.
- 63-69. Corn.
 - 72. Hay.
 - 73. Straw.
 - 74. Threshing.
 - 75. Fodder—Stover.
 - 76. Tobacco.

Sec. 54. Crops—Acreage, Kind and Rotation of. Contracts often provide what crop or crops shall be sown or planted in each field. If a field is to be divided into two or more crops the extent of each should be stated. If the contract is for more than one year the crop rotation for each field is often given. Provisions are also made as to the amount of seed to be sown, the manner of sowing; or that all crops shall be sown or planted as the landlord shall direct. But it is often of importance to the tenant to know beforehand how much land he shall have for corn, hay, pasture, etc. An outline map accompanying the lease or embodied in it showing

the division of the farm into fields helps to make plain the system of cropping and rotation.

(For covenants, see 169, 232, 310, 423.)

Sec. 55. Ownership of Crops. At common law the possession of the crops was in the tenant until division. But the tendency of modern cases is to hold, in the absence of agreement to the contrary, that where a crop is raised on the shares the possession and right of division of it are in common or mutual. The parties have unity of possession.¹ They are said to be "tenants in common of the crops." Usually neither can bind the other's estate or person. A tenant (in common of the crops) can dispose of only his own share of the common holdings. He can not dispose of his co-tenant's share except by the consent of the co-tenant to such disposal or by his later ratification of it. Each is bound to account to the other.

But by agreement the ownership and possession of the crops may be in either the landlord or the tenant.² Contracts often provide that the ownership shall be in the landlord until his share of the rent, advancements or other indebtedness shall be paid (458.)

The following will be sufficient to provide this:

"The title to and possession of all crops grown on said farm shall be in the said lessor until all rents, advancements, and other indebtedness due to him by said lessee shall be paid." In some southern and western States this is provided for by statute.

(For covenants, see 426 and 458.)

¹ Growing crops are usually regarded as personalty. 2 O. S. 438; 41 Ill. 466. But as a general rule between vendor and vendee, the growing crop is a part of the realty, and passes by conveyance to the latter, but they may be reserved by parol. 21 O. S. 604.

² The owner of land, by a contract for its cultivation, may provide in whom the ownership shall vest before it is planted, since crops to be raised are an exception to the general rule that title to property not in existence can not be affected so as to vest the title when it comes into existence. 32 N. Y. 417.

Sec. 56. Delivery of Crops. By a share lease the tenant is not obliged in the absence of agreement to deliver crops anywhere off the farm. But where by agreement the proceeds

of the sale of crops are to be divided he must deliver the crops at the market. The particular market is usually agreed upon beforehand. The general custom is to deliver the wheat at the market and the other crops on the farm. In case the place of delivery is not agreed upon at the time of contracting the tenant often agrees to deliver anywhere within so many miles of the farm (438-7). The tenant is allowed a sufficient time to deliver the grain.¹

(For covenants as to delivery of crops, see 273, 284, 327, 367, 379, 392, 419; not farther than two miles, 438-7; not farther than eight miles, 367.)

¹ Under a cropping lease "the rent payable in a share of the grain *when threshed out*," the lessor is not entitled to possession of his share until sufficient time for the tenant to deliver, and the tenant may replevy if the landlord takes before him. *Mouser v. Davis*, 9 Dec. Rep. 237, 11 Bell, 249.

In the absence of a contrary stipulation, the tenant's share is due when one crop is harvested or within a reasonable time thereafter. 67 Mich. 313.

Sec. 57. Small Grain Growing on Farm. Various arrangements are made with the tenant as to small grain growing on the farm when he takes possession. The landlord may sell him the crop or an interest in it. Or, he may employ the tenant to harvest it for wages or for a share—usually one-fourth—or agree that the tenant shall sow a similar crop of like acreage in the fall before he quits the farm. This last plan is often found unsatisfactory as many landlords have stated.

Leases often contain covenants about as follows:

"Said lessee agrees to harvest for said lessor the thirty acres of wheat now growing on said farm in the summer of 1915 for _____ dollars and deliver it in the market at M_____."

"The said lessee shall pay to said lessor on or before March 1st, 1916, the sum of _____ dollars, for a one-half interest in the twenty-five acres of wheat now growing on said farm. He shall harvest and deliver the whole crop at the market."

"Said lessee agrees to cut, thresh and deliver the crop of rye, now growing on said farm, for a one-fourth share of it."

(For covenants as to small grain, see 373, 438-8, 440-8.)

Sec. 58. Away Going Crops. An away going crop is one sown by a tenant during his term which will mature after his term expires. Such crops are often sown by tenants, and the right to return to harvest them may be in tenants who pay cash rent as well as in tenants who pay a share. The right itself is sometimes called "emblems."¹

Away going crops may be sown without any color or claim of right to return to harvest them, as when sown for wages, or to repay the landlord for a crop—or an interest in a crop—which was growing on the farm when he took possession and which he has harvested.

¹ An agreement between the outgoing and incoming tenants with respect to crops does not affect any existing rights of the landlord. *Thorpe v. Eyre*, 1 A. & E. 926.

Sec. 59. On the other hand a tenant may sow an away going crop in which he has an undoubted interest, as when a cash tenant leases a farm on which is a growing crop that was not reserved by the landlord. The tenant will have no right to the growing crop; but he will have the right to sow a similar crop of like acreage and return to harvest it after he quits the farm. And he will have this right whether his term be certain or uncertain, because he has paid cash rent for the whole farm and has enjoyed the benefits from only a part of it. To avoid such a situation the growing crop should be reserved by covenant in the lease.

But a share tenant would have no right to sow an away going crop if he leased for a term certain, although the growing crop had not been reserved. In this case the law will imply that such a crop has been reserved. The share tenant is entitled to a share only of the crops which his labor and care produce.

Sec. 60. Questions as to away going crops usually arise where the tenant is holding for an uncertain term, as at will, by sufferance, for a year with the privilege of continuance conditionally, as: "If neither party wants to quit the relationship," "if the relation proves satisfactory," "if everything goes right," etc. The uncertainty of the term gives

rise to the question of the right of the tenant to sow away going crops.

Sec. 61. "The general rule is that if the term is so uncertain that the tenant at the time he sows his crop can not know that his tenancy will continue until he shall have reaped it, he will be entitled to the crop as emblements; but if the term is certain and does not depend upon a contingency, so that at the time he sows the crop he may know that his term will not continue until he shall have reaped it, he will not be entitled to gather it. He may, however, sometimes claim it as an off-going crop, or the value of it, by express stipulation with his landlord, or by the custom of the country if such custom exists." (T.) This right of the tenant to emblements includes such annual productions of the soil as are raised by his labor, as corn, hops, flax, roots, and the like.

"But this right does not extend to things not of annual growth, and which do not require the labor of the tenant to produce them, being the permanent natural product of the earth, such as trees, fruit, grass, etc. *Evans v. Inglehart*, 6 Gill & J. 171; *Knevitt v. Pool*, Cro. El. 463." (T.)

"Nor does it extend to a crop which does not ordinarily repay the labor by which it is produced within the year in which that labor is bestowed; and has, therefore, been held not to include a second crop of clover, although the first crop, taken at the end of the term, did not repay the expense of cultivation. *Whitmarsh v. Cutting*, 10 Johns (N. Y.) 360." (T.)

"Grain sown one year and harvested the next is in the issues and profits of the year in which it is harvested: *Lamberton v. Stouffer*, 55 Pa. St. 284; . . . Emblements may be claimed in hops, although they spring from old roots, because they are usually manured and require cultivation. *Latham v. Atwood*, Cro. Car. 515; *Evan v. Roberts*, 5 B. & C. 832; and this includes the straw which supports the grain, *Craig v. Dale*, 1 W. & S. 509. Growing grass, however even if grown from seed, can not be taken; for although it may be increased by cultivation, it can not be sufficiently distinguished from the natural product of the soil. Co. Litt. 56 a; 1 Roll Abr. 728. But it seems to be otherwise with respect to artificial grasses such as clover and the like. 44 Burn's Encl. Law, 410." (T.)

"If there be neither custom nor stipulation to the contrary, the crops which are in the ground or shall not be severed before the expiration of the term, will belong to the landlord. *Caldecott v. Smythes*, 7 C. & P. 808." (T.)

"But it is held that a parol (verbal) lease of land for one year, coupled with a verbal agreement that the tenant may sow the land to wheat, will

not give him a right to re-enter after the expiration of the year and harvest the wheat. *Carney v. Mosher*, 97 Mich. 554." (T.) (See also reference to Statute of Frauds, 15.)

"Where a contract is silent as to away going crops, the custom in Pennsylvania and Ohio is that the tenant is entitled to the away going crop. *Van Doren v. Everitt*, 2 South, 460; *Foster v. Robinson*, 6 Ohio St. 90." (T.)

"And by custom in Pennsylvania the right to emblements is extended to tenancies for a fixed and determinate period, so far as relates to crops put in in the fall when the term ends in the following spring. In such cases the tenant has a right to re-enter after the expiration of his term to cultivate and remove the crop (5 Binn. [Pa.] 285); and the tenant has a right to the straw as well as to the grain (2 W. & S. [Pa.] 22); but if a tenant put in a crop in the early spring, when his tenancy is to end that same spring or summer, before the crop can mature, he is not entitled to the crop which goes to the lessor." (J.)

Sec. 62. Covenants often found in leases as to away going crops:

"No away going crops shall be sown."

"The twenty acres below the woods shall be seeded by said lessee to wheat in the fall before he leaves the farm. He shall be paid _____ dollars per acre for the work."

"If said lessor shall so desire said lessee agrees to sow small grain where said lessor shall direct on the farm in the fall of 1918 and return to harvest it on the same conditions and terms as he has agreed to sow and harvest small grain during the term of his lease of the said farm."

(For covenants as to away going crops, see 174, 234, 438-8, 440-8; incoming tenant shall have the right to cut, thresh and deliver up for the fourth bushel, 373.)

Sec. 63. Crops—Division of. In the absence of a covenant to the contrary both parties to a contract on the shares have a right to be present and to make the division of the crops. They have a common ownership in them. But by contract to farm on the shares it is not necessary that both parties should be present at the time the division is made. If the tenant makes the division, he is bound to make a proper division, and if he does not, he is liable to his landlord for that portion which he fails to deliver.

Sec. 64. Crops are divided on the farm in various ways. Small grain, as wheat, rye or oats, is usually divided at the machine, often by third parties, each party in interest then doing as he pleases with his share. Sometimes the small grain is not divided; but is hauled to the market, sold, and the money divided. Hay is sometimes divided in the mows by cutting it down in proportionate shares.

A division of crops is often made by putting the shares into separate mows, cribs and bins. This way of dividing seems fair if the entire crop is of uniform quality. But oftentimes a part of the hay is damaged by rain, a part of the corn is soft or "shelly" or otherwise inferior. Each party should get his proportionate share of the good as well as of the inferior part of the crops. A fair division may be made by hauling the crops to the mows, bins and cribs "load about." But this is not always convenient. In the case of unloading the hay it may require the changing of the hay-hoisting machinery for each load. In the case of the corn, if the merchantable corn and the inferior corn are to be separated, this plan of division may require a number of separate cribs.

Sec. 65. Where the tenant owns all of the live stock the landlord often sells all of his corn to him in the field. An estimate of the value of the crop may be easily made by husking out a number of shocks or rows of standing corn here and there in the fields, taking into account the proportion of merchantable and inferior corn, and striking an average value per bushel for the whole.

Division of corn in the shock is often made "shock about" or by dividing the shock rows. In the case of the standing corn each party may take his proportionate share of the "throughs"—the number of corn rows usually husked out in one "through" or crossing of the field.

Sec. 66. Estimates of Corn in the Crib are often made by dividing the cubic contents of the crib expressed in inches by 4220—the number of cubic inches in a bushel of ear corn.

The number of bushels in a bin of shelled corn may be determined by dividing the cubic contents expressed in inches

by 2150.42—the number of cubic inches in a bushel of shelled corn. The number of bushels as determined by these rules is not exactly the same as might be determined by weight; but the results are so nearly the same that they are regarded as practical. The corn can not be handled and hauled ordinarily for the difference either way.

Rule for Measuring Hay. The Wyoming law says 512 cubic feet shall constitute a ton of alfalfa or rough slough grass after it has stood in stack thirty days and up to one year. Other western States have the same rule. This would probably be about the proper allowance for such hay in stack during that period after stacking. But for hay that has been in stack for a longer time and for hay well packed down in the mow 450 cubic feet are often taken for a ton.

How to Calculate Hay in Stack. Measure from the ground on one side of stack to ground on the opposite side. This is called the “over measure.” Subtract the width of stack from the “over,” divide the remainder by two, multiply this by the width and multiply this by the length to find the number of cubic feet in rick, all measurements to be in feet. Divide by 512—or other number of cubic feet agreed upon for a ton—to find the number of tons. Hay in the mow is more easily measured.

A lease provides as follows: “The said lessee agrees to buy the one-half share of the corn and hay of the landlord at the market price, estimating corn at 4220 cubic inches to the bushel and hay at 512 cubic feet to the ton thirty days after they have been harvested.”

(For covenants as to division of crops and proceeds, see 189, 196, 404, 419, 427, 430-7, 461, 462, 314, 337; receipts from milk and cream, 285; final division, 293, 315; two-fifths of corn to the landlord, 343; in Pennsylvania, 348, 352, 364; in Kansas, 436, 438-6; by one-third system and one-half system in Minnesota, 453.)

Sec. 67. Feed for Tenant's Live Stock. A great many plans have been devised for setting aside feed for the tenant's individual live stock when he is farming by share rent. By some contracts the crops are divided proportionately, the

tenant feeding his live stock out of his own share of the crops. (—.) By others the tenant takes out enough feed for his live stock when the crops are harvested and pays the landlord for his proportionate share of them. (189.) The remainder of the crops are held in common to be sold, or fed to partnership stock and the proceeds divided.

In some localities, as in some districts of Wisconsin, where grain farming is an important adjunct to dairy farming, the landlord furnishes all of the seed grain, and the tenant is required to feed his horses from his share of the grain, but may feed them from the undivided hay. (See Hay, 72.) But in Ohio and elsewhere the tenant usually furnishes the hay for his individual live stock.

(For covenants, see 172, 189.)

Sec. 68. Disagreements Over Divisions. Division of crops is a source of much disagreement and serious trouble between landlord and tenant. Doubt often arises as to the fairness of the division. Even though the division is made according to the contract it sometimes happens to work an injustice because the contract was poorly drawn as in the following case: The landlord was to have "every fourth bushel as his share." The tenant hauled out the entire crop in three loads and reported to the landlord that there was no share for him as there was no fourth load. Many farm contracts are entered into which are even more carelessly drawn than that.

Sec. 69. Various Plans to Avoid the Division of Crops. Many plans have been resorted to to avoid the division of crops. Sometimes a landlord agrees to permit a tenant to feed a certain number of horses and cows belonging to the tenant out of the undivided crops in return for labor, cash, or for a share in the increase from the tenant's individual live stock. One contract provides that the landlord shall have "for each one of the tenant's horses and cows fed out of the partnership feed one fat hog ready for market out of the partnership drove of hogs when delivered for sale." Sometimes the tenant agrees to give the landlord a one-half

interest in the colts and calves which he raises from individual stock, pays one-half of the service fees (308), pays all threshing expenses and buys the binder twine for the privilege of feeding his live stock out of the undivided crops.

Sec. 70. But the following plan has advantages over any of the foregoing plans. It is especially adapted to share stock and crop farming where the tenant furnishes teams and keeps cows for his family use.

This plan in short is to divide nothing but the money from the sale of the crops or from the sale of live stock to which the crops have been fed. The tenant pays the landlord so much a year for his undivided one-half of the grain and hay fed to the tenant's individual live stock. He is then at liberty to store the crops wherever it is most convenient and to feed his individual live stock from any bin, crib, or mow on the place. There are no individual cribs, bins or mows. All are in common. The tenant may feed his own stock as much or as little as he pleases. He is paying the landlord a reasonable price for the right to do so; and the landlord is satisfied that he is getting his fair share of the profits from the crops.

By this plan the many annoyances which result from division of crops to provide for feed for the tenant's live stock are avoided.

The value of the crops fed to, each horse and cow may be easily approximated, although the price of feed may vary from year to year and the methods of feeding may differ.

Sec. 71. A calculation made for one farm in southern Ohio is given:

Feed for Horse:

Corn for one day, six ears at a feed.....	18 ears
Corn for one month, 30 days.....	540 ears
	<hr/>
Corn for six months, the working season.....	3240 ears
Corn for six months, the idle season.....	1620 ears
	<hr/>
Corn for whole year.....	4860 ears

No. bushels, 100 ears to bushel.....48.60
 Value of corn at, say 60c. per bushel.....\$29.16

Value of half corn at, say 60c. per bushel.....\$14.58
 Hay, say two tons, at \$15 a ton, value of half..... 15.00

Value of one-half of corn and hay.....\$29.58

Feed for Cow:

Corn\$ 8.00
 Hay 15.00
 Bran 5.00
 Silage, 4 tons, at \$6.00 a ton..... 24.00

Total\$52.00
 One-half 26.00

By these figures—which may be varied as methods of feeding and prices vary—the tenant should pay to the landlord \$29.58 for the landlord’s share of the corn and hay fed to each horse and \$26 for his share of the feed fed to each cow. This may be made payable in monthly payments if preferred. No account is taken in these calculations of the feed of straw, fodder or of pasture. These may be added or they may be considered in estimating the amount of privilege to be paid, if desired, or given to the tenant free of charge.

This plan encourages the tenant to feed all of the crops on the farm whether to his individual stock or to the partnership live stock. Provisions may also be made forbidding the sale of any feed crops off the farm.

(For covenant to avoid division, see 172.)

Sec. 72. Hay. By share leases hay is often divided in the same proportion as the other crops. If the hay is growing on the farm at the time the place is rented the tenant sometimes agrees to cut it for wages or for a share of the crop. Sometimes his share is less in proportion than that of the other crops requiring more labor. The agreement upon which the hay is to be cut should be clearly stated. If it is desired to cut a second crop of clover for hay or for seed it should be made clear in the contract. (61, note.)

In reply to an inquiry as to how the hay was divided in Wisconsin in contracts on the halves, Prof. H. C. Taylor writes: "The hay was usually on halves or else cash rent for hay land, or else all the hay was to be used by the tenant on the place—none was to be sold. As you get toward the northwest where there was much wild land in the early days and where there is still some wild land, the hay is made from this land and the landlord does not come in on that. I believe it is custom in eastern Pennsylvania where the landlord receives half of the grain and furnishes nothing but the land, that the tenant has all of the hay, but usually the hay simply means hay for the horses and very few cattle." Leases occasionally give the tenant on the shares all of the hay if he feeds it on the farm; but only one-half if he sells it. (337.) A Pennsylvania lease provides that the lessee is "not to remove any hay, fodder or straw from the said premises except such amount of hay as he brings with him, and which amount is to be agreed upon and noted on the back of this lease at the time of taking possession." (See also, 395.)

(For covenants as to hay, see 61 note, 337, 343, 395, 404.)

Sec. 73. Straw. The common law rule is that straw shall remain on the farm to enrich it. But the common law rule has been greatly modified in this country.¹ A tenant for cash has a right to the straw. A tenant on the shares who brings straw onto the farm has a right to take away as much straw as he brought when he leaves. Leases on the shares more often provide that the straw shall remain on the farm. They do not leave the question to be settled by doubtful custom. If it is desired to keep the straw on the farm the lease should

contain a covenant to that effect. In some sections the straw is baled and sold, the tenant receiving his share of the proceeds.

¹“Where a farm is let on shares for cultivation, and wheat is raised thereon by the tenant, the straw is a part of the crop, and belongs to the owners thereof; unless there is a stipulation or custom to the contrary. It does not necessarily belong to the farm, nor is there any general usage requiring it to be used as manure upon the land where it grew. *Forbes v. Shattuck*, 22 Barb. 568.” (T.)

“In Pennsylvania it is said, the away going crop includes as well the straw as the grain, which the tenant may remove and dispose of as he pleases being subject to the terms of his contract, and not to any supposed custom of the country on the subject. *Craig v. Dale*, 1 W. & S. 509; *Iddings v. Nagle*, 2 W. & S. (Pa.) 22; *Rank v. Rank*, 5 Pa. St. 211.” (T.)

In Wisconsin a tenant has a right to his share of the straw even after he has left the farm. 84 Wis. 398, 54 N. W. 785.

Covenants as to straw are often about as follows:

“The tenant shall have all of the straw for feeding and bedding on the farm; but no straw shall at any time be removed from the farm except so much as said tenant shall have brought onto it.”

For other covenants see 138, 197, 249, 343, 368, 380, 410; not to be burned, 418-2; nor removed, 425, 430-5, 458, 466, 474.

Stubble Ground. The lessor sometimes reserves the right to plow the stubble ground after the crop raised by the tenant is removed. (See 100.)

Sec. 74. Threshing. Some contracts stipulate that the threshing shall be done at the barn on the farm. By cash rent the expenses of the threshing and of the fuel for it are borne by the tenant; by share rent the expenses may be borne by the tenant, by the landlord, or they may be divided between them. Usually in contracts on the halves each of the parties pays one-half of the expenses of threshing. To provide against fires—and to remove from tenants a frequent cause of neglect of the work on the farm—contracts sometimes stipulate that no threshing engine shall be kept about the buildings on the farm, and that the tenant shall not follow threshing as a business while renting the farm.

The expense of baling hay and filling silos is usually borne in the same way as that of threshing.

(For covenants, see 153, 179, 237, 284, 304, 327, 364, 367, 408.)

Sec. 75. Fodder—Stover. Landlords should encourage the leaving of all fodder on the farm to afford manure. If a tenant rents for cash he is entitled to the fodder and he may take it off of the place if he desires. But if renting on the shares he is not entitled to remove any fodder when he leaves the farm. It is a rule, however, in some sections, to allow him to take away as much fodder from the farm as he has brought onto it. He can not take away any fodder off of the place without the consent of the landlord.

Since it is so important that the fodder shall be returned to the soil to build it up, the contract should contain some stipulation that it shall not be burned or removed. (See 21.)

(For covenants as to fodder, see 138, 197, 249, 343, 368, 380, 389, 418-2, 433-5.)

Sec. 76. Tobacco. In certain sections farm contracts often contain covenants as to raising tobacco in addition to the other crops usually raised on the farm. The landlord furnishes the land, the shelter for the crop and the heavy timbers necessary to support the tobacco in the shed. The laths may be furnished by either party. The crop may be divided by the same ratio as the other crops or by a different ratio. The tendency is to give the tenant more than half of the crop unless extra privileges are granted to him. This is because of the extra labor which tobacco raising requires. (See 30.)

By one lease the tenant is to receive one-half of the proceeds and ten per cent. of the landlord's net proceeds of the crop, which is equal to fifty-five per cent. of the entire proceeds. (331.) By agreements in other leases the tenant is to receive sixty per cent. or three-fifths of the proceeds.

CHAPTER IX.

Section 77. Provisions as to Live Stock.

78. Animals Dying on the Farm.

79. Horses Owned by the Landlord.

80. Dogs.

81. Manure.

Sec. 77. Live Stock. By cash rent for the land alone the live stock is owned by the tenant. By cash rent for the land and stock the live stock is furnished by the landlord.¹

In stock farming on the shares where both parties have an interest in the live stock the stock for profit should be owned jointly. It is a poor plan for one party to own certain individual cattle, hogs and sheep, and the other party to own certain other individual live stock. Such a plan almost always causes disagreements. Each party should own an undivided interest in all live stock kept for profit. Leases often provide that no individual live stock shall be kept on the farm except such horses as the tenant may need to carry on the work and such milch cows as he may need for family use. (See 173.) All other live stock are to be held in common.

Sometimes restrictions are made as to the keeping sheep (372), stallions, bulls, or breachy stock on the farm (145). It is also often provided that the tenant shall be liable for all damage caused by live stock getting through the fences (176). Stipulations are often made that hogs shall be rung to prevent rooting up the fields and pastures (249). Limit may also be made to the number of live stock to be kept in the pasture; or, since the amount of pasture varies from year to year, an agreement may be made that the pasture shall not be pastured too short.

It is often agreed that partnership stock shall be made immune against disease, as hogs against cholera, horses against distemper, and that in case of sickness of live stock a veterinarian shall be called in. (265.)

(For covenants, see 145, 167; no individual stock to be kept, 173; 216, 219, 398; sharing in losses, 224; hogs to be made immune, 244; first settlement, 419; cows to be furnished jointly,

264; weighing, 245; hogs to be rung, 249; number to be furnished, 311; registered cows, 401-1; care and breeding of cows, 401-3; registration of cows, 402-4; testing of, 402-5, 402-8; tuberculosis test, 401-3; precautions against contagious abortion, 401-3; tenant's liability for injury to cattle, 402-9; terms of division, 402-6, 7; hogs and horses to be made immune, 265.)

¹ It has been held that if there is no agreement to the contrary the hirer of a farm with live stock upon it for a year, is the owner of the natural increase of the stock raised during that time. *Wood v. Ask*, Owen, 139; *Fitts v. Brown*, 20 N. H. 393; *Woods v. Charlton*, 62 N. H. 649.

Sec. 78. Animals Dying on the Farm. Leases on the shares often provide that partnership animals dying on the farm shall be sold to the fertilizer manufacturers, or buried at a designated place on the farm as "at the unproductive stretch in field B. and the spot marked plainly" or "shall be buried at the manure pile." By such means proof of the death of the animals may be had and suspicions allayed. Animals dying of contagious disease must be disposed of according to the law of the State in which the farm lies.¹

(For covenant, see 244.)

¹ *Animals Dying of Contagious Disease.* "Whoever, being the owner of an animal dying of a contagious disease, within twenty-four hours after knowledge thereof or after notice in writing from the township trustees, fails to burn the body of such animal, or bury it not less than four feet below the surface of the ground or remove it in a water tight tank to a fertilizing establishment, shall be fined not less than five dollars nor more than twenty dollars and pay all necessary expenses of disposing of such animals." Ohio General Code, 12,780.

Sec. 79. Horses Owned by the Landlord. By some leases the landlord who uses horses for other purposes off of the farm contracts with the tenant to keep his horses and use them on the farm when not needed by the landlord for other purposes. One contract provides:

"The tenant agrees to care for and keep in good condition the two black horses belonging to the landlord. He may use them for light work except when the landlord shall need them to drive to his hearse."

Another contract provides: "The lessee shall keep the seven horses of the said lessor on the farm through the winter months. He shall care for them and feed them out of the partnership grain and hay. For caring for them and for the one-half of the grain and hay belonging to the lessee which shall be fed to the horses, the said lessor agrees to pay said lessee thirty dollars a month."

(See Plan to Avoid Division of Crops, 69-71.)

Sec. 80. Dogs. Now and then a provision in a lease prohibits the keeping of dogs on the farm, or limits the number to one. Flocks of sheep are often ruined by dogs getting into them. A very successful farmer of wide observation was wont to say: "I can always tell about how shiftless a tenant is by the number of no-account dogs he keeps about him on the place."

A sheep raiser in Washington County, Pennsylvania, had the farmers for miles around pledge themselves to keep no dogs. The sheep were unmolested after that, and a number of farmers added sheep to their live stock who had been discouraged from sheep-raising by injury from dogs. This pledge has been referred to in the agricultural papers as "The Washington County Dog Law."

(For covenant as to dogs, see 233.)

Sec. 81. Manure. The general rule is that manure made by a tenant upon leased farm lands in the ordinary course of husbandry is, in the absence of special agreement to the contrary, the property of the lessor, and belongs to the farm as an incident necessary to its improvement and cultivation; and the tenant has no right to remove it from the premises or apply it to any other use. (24 Md. 418; 1 Esp. 131; 2 Clark, Pa., 50; 144 N. H. 118; 17 Pa. St. 262.) (Notes.) A dairy farm has been held to be a farm for agricultural purposes so far as the right to remove the manure was concerned.

But if the manure is made from feed brought to the place by the tenant and kept separate he is entitled to remove it during his term, but not after he has quit the farm.

As between landlord and tenant manure is generally considered ~~real~~ ^{he} property; but if an owner sells the farm he may remove the manure from it. It is personalty to that extent.

Covenants often stipulate that manure shall remain on the farm and be hauled onto the poorer fields.

(For covenants, see 146, 181, 205, 238, 249, 275, 363, 368, 380, 393, 410, 414-4, 418-2, 425, 430-5, 458, 474; to draw out and scatter all manure made up to December 1st, penalty for not, 287, 318; for cost of applying manure, 345.)

"An outgoing tenant in agriculture is not entitled to manure made on the farm, even though it is made by his own cattle and from his own fodder. (6 Me. 222; 17 Pa. St. 262.)" (J.) If the tenant removes it he is liable for voluntary waste. (44 N. H. 118.)

"The general rule is not applicable to land used as a corral or pen for herding numbers of cattle, brought thither to be slaughtered, and fed with fodder brought from elsewhere. The land furnished nothing for the support of the cattle, and it was not exhausted by cultivation. (24 Md. 418; 48 N. H. 146.)" (J.) The general rule does not apply to manure made in a livery stable. (21 Pick. [Mass.] 367.)

"If a farm tenant buys hay and grain and brings it to the farm to feed, the manure belongs to the lessor if it is commingled with that made from the produce of the farm. (53 Ind. 130; 17 Pa. St. 262.)" (J.)

(Mass. 1902.) Where a large part of the manure made was a product of feed not grown on the farm, but purchased by the tenant, the latter was entitled to a proportionate part of the manure. (Nason v. Tobey, 65 N. E. 389; 182 Mass. 314; 94 Am. St. Rep. 659.)

"A tenant who agreed to leave the manure on the farm would not be entitled to compensation even if it were customary in the country. (Roberts v. Barker, 1 C. & M. 808.)" (J.)

"If it is agreed that the landlord shall buy the manure of the tenant at the termination of the lease, the tenant is entitled to leave the manure on the place until the sale can be made. (16 East, 116.)" (J.)

"In North Carolina a tenant who is about to remove has a right, where there is no covenant to the contrary, to all the manure made by him on the farm; it is his personal property, and he may take it with him. But the manure ceases to be his if he leaves it when he quits the farm. If he leaves it pending payment for it by the lessor he does not forfeit his right to haul it away if payment for it is not made. Taking up with the manure a slight portion of the earth, which is necessarily mixed with it in raking it into heaps, will not make the tenant a tort-feasor. Ired. L. (N. Car.) 326." (J.)

"It is held that manure is a part of the realty only when it results from a consumption of the products grown thereon. 123 Mich. 637.

"But if the land was not let for agricultural purposes; or if only a portion of it was used for herding cattle, or the like, which a lessee might

do without injury to the reservation; he might remove the manure which has accumulated by his cattle feeding on the land with provender brought upon the premises from other sources, so far as it is not commingled with the soil and may be removed without injury to the land. 48 Ill. 146." (T.)

"But if the manure is the personal property of the tenant, he does not lose his title thereto by leaving it on the farm when he quits. 112 Mass. 382.

If a dairy farm is also used for cultivation, the manure belongs to the lessor, and must be used on the premises. 53 Ind. 130.

If the tenant in removing manure removes the soil beneath it he is liable in trover. 6 C. & P. 616.

The practice and usage of the neighboring country, and even that which relates to a particular farm, will however enter the decision of the question; since the parties may be presumed to enter into the engagement with reference to it, where there is no express stipulation on the subject; and what may be good husbandry as to one particular soil, climate or situation, may not be so good in respect to another. But independently of the usage and custom of the place, every tenant when there is no agreement dispensing with the obligation is bound to cultivate his farm in a husbandly manner, and to consume its products upon it. 1 Marsh, 567; 4 East, 154." (T.)

CHAPTER X.

Section 82. Buildings.

83. Fences.

84-85. Repairs—Materials for.

Sec. 82. Buildings. The buildings on the farm are often subjects of special agreement. By some leases the lessee expressly agrees to reside on the farm and to occupy the dwelling house there. A stipulation as follows often occurs: "Said lessee agrees to move into the house on said farm which shall be for the use of himself and his family only."

A few leases contain restrictions against holding meetings, as boisterous dances at which liquor is likely to be dispensed, in the farm house, which may injure the property.

By some leases the lessor reserves a part of the house for his own use for storage or for occupancy. But the general opinion is that a reservation for occupancy is not advisable. The saying, "There is no house big enough for two families,"

is especially true as to the families of the landlord and tenant of a farm.

Space in the barns or other buildings is occasionally reserved by the lessor for storage of crops or implements.

Provision is often made for the construction or alteration of buildings for the purposes of the kind of farming contemplated in the contract.

A tenant is bound to make ordinary repairs to buildings. He often agrees to make more than the ordinary repairs. (See Repairs, 84.)

By a contract of hiring a farm owner may furnish a farm hand with a house to occupy during the term he shall work for him. But the right to the use of the house ends with the termination of the service.¹

(For covenants as to buildings, see 164, 253, 326, 376, 409, 414-1, 465, 486.)

¹ *"Recovering Possession of Tenant House when Contract to Work Ends.* The occupancy of a house by a farm hand and his family, who are hired to do work connected with the farm for a certain price per day and the use of the house to live in, is incidental to the employment, and the right thereto ceases with the termination of the services, the possession being all the time that of the owner. 24 Atl. 1062, Vol. 17; 213." (T.)

Sec. 83. Fences. Nothing on a farm is so annoying or so likely to cause trouble for landlord and tenant and neighbors as poor fences. The farm should be fenced suitably to turn the stock to be pastured on it. If the farm needs fencing the lease should contain a covenant providing for it.

Usually the landlord furnishes all materials for building and repairing fences and pays for the labor of building new fences.

A tenant is bound "to keep the fences in as good repair as he finds them or as they shall be put during his term, gradual depreciation, wear and tear, and casualty excepted."

Hedge fences are often to be trimmed and properly cared for by the tenant free of charge, by agreement.

Quite often it is agreed that after the landlord shall have put the fences in good condition to turn stock the tenant shall keep them in repair and shall be responsible for any damage caused by live stock getting through the fences belonging to

the farm. One contract contains the following covenant: "Said lessee agrees to be responsible for any damage done by live stock getting through any part of the line fences belonging to the said lessor, or through the fences which divide the farm into fields."

Fences for the special accommodation of the tenant are frequently called "accommodation fences." Contracts sometimes provide that the tenant shall bear the entire expense of such fences.

An Ohio statute provides that the weeds and briars along a line fence shall be cut for a distance of four feet on either side of the fence. (Ohio General Code, Sec. 5942.)

(For covenants as to fences, see 137, 251; inside fences, 252, 301, 363; whitewashing, 370, 390, 409, 414-1, 416-4, 421, 430-8, 438-6, 452, 471.)

Sec. 84. Repairs. A tenant at common law must make repairs. In the absence of an express covenant to the contrary, there is always an implied covenant on the part of the tenant to keep the premises in as good repair as he receives them, ordinary wear and tear and accident excepted. 6 Mass. 23; 22 Ala. 382; 18 Bull. 110. He is not liable for the ordinary wear and tear of the premises; nor answerable if they are accidentally burned down; nor bound to rebuild a fallen chimney; or replace doors and sashes worn out by time; to put a new roof on the building, or to make such other substantial and lasting repairs as are called general repairs. (T.) But if the tenant binds himself unconditionally to make repairs he is bound to make any repairs which may become necessary, even to replacing buildings destroyed by fire, lightning or wind.

Where the tenant agrees to make repairs, and upon failing to do so, the landlord makes the repairs, he may recover therefor from the tenant. (80 Texas, 568.)

A landlord is not bound to repair premises occupied by his tenant unless he agrees to do so. (40 O. S. 158.) This obligation rests upon the lessee. (11 O. C. [N.S.] 577.) Repairs may be implied, however, from the kind of farming contemplated in the contract. But covenants on the part of the landlord to repair are not generally implied, and a tenant

can not, without an agreement, make repairs and charge them to the landlord, but where the landlord agrees to make certain repairs before the commencement of the term, the tenant may refuse to accept possession until the landlord performs his covenant, and upon refusal of the landlord to make repairs which he agreed to make, the tenant may do so himself, and deduct the cost thereof from the rent. Where the tenant agrees to make repairs, and upon failure the landlord makes the repairs, he may recover therefor from the tenant. If no time is fixed for the making of repairs the tenant has the term for it. (3 Dana, 586; 9 O. N. P. [N.S.] 533.)

Such covenants as the following occur: "Said lessee agrees to make all ordinary and customary repairs, and in addition to keep all pumps, gas engines, and other equipment of the lessor in working order. He shall patch all roofs where leaks occur."

(For other covenants as to repairs, see 150, 194-5, 225, 284, 334, 390, 409, 418-4, 424, 438-4, 440-4, 453, 471, 490.)

Sec. 85. Materials for Repairs. Many leases contain a covenant about as follows: "All materials needed for repairs on said farm—other than those which the said lessee herein agrees to make—shall be purchased and furnished by said lessor to said lessee at the town of D—. Said lessee agrees to haul them to the farm free of charge."

If a landlord agrees to furnish materials for repairs which the tenant agrees to make and does not furnish them, the tenant is nevertheless under obligation to proceed with the repairs, but may charge the cost of materials up against the landlord and deduct it from the rent. (174 Pa. St. 588.)

A supply of materials such as nails, staples, and lumber, is often kept on the farm by the landlord. It enables the tenant to make the repairs when he finds the time.

(For covenants as to materials for repairs, see 150, 195, 227; for hauling materials, 277, 283, 301.)

CHAPTER XI.

- Section 86. Payment of Rent.
87. Security for Payment of Rent.
88. Privilege.
89. Liens.
90. Debts—Credit of Tenant.
91. Waiver of Exemption.
92. Accounts.

Sec. 86. Payment of Rent. A contract to rent for cash should state clearly the total amount of the rent, the amounts of the separate payments, the dates for making them, and how they shall be secured. Occasionally a landlord agrees to take so many bushels of grain or so many dollars as rent. The tenant is often willing to make a payment as earnest money when the contract is entered into to guarantee the landlord that he will move onto the farm and will fulfill his part of the contract. If the tenant is to seed on the farm in the fall a payment at the time of contracting may be deemed unnecessary. Payments in advance are not, however, very common. Prepayment of rent without possession or part performance, as seeding in the fields, will not bind the landlord to give possession under an oral lease. It should be in writing. (See 16.) The dates chosen for making payments of rent are usually at those times when sales are likely to be made, when cattle, hogs, corn, or other things are to be sold. Tenants of dairy farms often make monthly payments out of the receipts from the creamery or cheese factory.

(For covenants, see 134, 254, 258, 262, 332; so much per acre, 341, 469; effect of casualty on, 129; share rent, 272, 273, 402-6, 469.)

Sec. 87. Security for Payment of Rent. Various methods are used to secure the payment of rent. They include:

1. *Personal Guaranty.* This may be provided by the guarantor writing his guaranty on the back of the lease. (See 130.)
2. *Chattel Mortgage.* This may be a separate instrument or a clause (476) in the lease giving the same security. A lease containing a chattel mortgage clause should be recorded

to give notice to third parties the same as a chattel mortgage. Sometimes the lease provides that the tenant shall give a chattel mortgage at a later date, as when he shall move onto the farm. The performance of such an agreement can be enforced. It is in its nature and effect a chattel mortgage, and should be verified, filed and recorded as such.

“Said lessee agrees to give said lessor a chattel mortgage on his live stock and crops for the full amount of rent to be paid.”

3. *Statutory Lien.* By this lien the landlord has security for his rent without special provision by contract. It is common in the South and West.

4. *Contract lien*, which is a lien created by agreement contained in the lease.¹ The following appears in a lease:

“The amount of any and all indebtedness of said lessee to said lessor incurred at any time from the date of this lease to the date of its termination shall be a prior lien on said lessee’s live stock and crops.”

5. *By agreement* that the ownership of all products—and sometimes of all live stock kept for profit (402-1) shall remain the property of the landlord until the rent shall be paid. Other indebtedness also is sometimes included. Such a covenant is as follows:

“The ownership of all crops and live stock kept for profit shall be in the said lessor until the full amount of the rent and other indebtedness due him by the lessee shall be paid.”²

(For covenants as to security for payment of rent, see 134, 255, 258; title of crops in landlord, 402-1, 426, 438-6.)

¹ If a lease contains a clause giving the lessor a lien on goods, chattels or crops of the lessee, it is in its nature and effect a chattel mortgage, and should be filed or recorded as a chattel mortgage. *Merrill v. Ressler*, 37 Minn. 82; *Willard v. Monarch Elevator Co.*, 10 N. D. 400; *Reynolds v. Ellis*, 34 Hun, 147; *Wisner v. Ocumpaugh*, 71 N. Y. 113. (T.)

² A contract for the cultivation of a farm on shares, in and by the terms of which the landowner reserves the title to the cropper’s share of the crops raised, as security for advances made to him, is in legal effect a chattel mortgage. (79 Minn. 153.)

Some leases provide that the tenant shall market enough of the products to pay the rent in full before taking any part of them for himself. (416-5.)

Sec. 88. Privilege. Privilege is a term used to indicate a certain payment for the enjoyment of those special benefits which the tenant has by grant of possession of the farm by the landlord, as the right to occupy the dwelling house, the use of other buildings, the right to the pasture for his individual stock, the right to keep poultry, to raise truck, to sell or use the fruit on the place and other privileges. It is really a kind of rent.

The question of privilege does not usually arise when the tenant rents for cash; for it is included in the rent charged. But when renting on the shares privilege is considered. The amount to be charged is usually determined by the extent of the privilege, the fertility of the soil, the value of the land, the improvements, location and nearness to town. No definite rules can be laid down. In some cases privilege is to be paid in one lump sum; in others, part of the benefits are paid for in this way, and the other part—as, for example, the pasture for the horses and cattle—is paid for by the month or by the acre. Privilege in some sections amounts to from one to two dollars per acre for the whole farm. Where live stock are kept in partnership the amount of the privilege paid by the tenant is usually less, the reason for the reduction being the belief that the extra labor of the tenant in caring for the partnership live stock will add to the landlord's profits from the business.

(For covenants as to privilege, see 332, 343-344.)

Sec. 89. Liens.—A lien is a legal claim or hold on property as security for a debt or charge. As relates to landlords and tenants of farms it usually attaches to crops, live stock and other personal property. It is more often given by the tenant to the landlord.

A lien establishes a right as against all persons whomsoever. For this reason it is sometimes enforceable when ownership itself could not be enforced. By ownership, for example, a landlord may maintain the right of possession of his share of the crops as against the tenant; but he could not do so against an innocent purchaser for value who had purchased of the tenant the entire crop and had paid him for it not

knowing that the landlord had an interest in it. The landlord could not replevy the crop in the purchaser's possession. But if the landlord had a lien on the crop he could replevy it.¹

The term "lien" is often used loosely and is confused with other claims or holds on property. For example, the possession by the landlord of a share of the crops is often called his "lien" on the crop.

In Ohio, as in many other jurisdictions, no lien attaches to the crops for the payment of rent except by agreement. But in a number of the southern States the landlord has a statutory lien on the crops for his share and for all advancements. A purchaser of crops in such State is bound to see that the claims of the landlord are satisfied before purchasing the crop or be liable for the payment of them.

To create a lien no particular form of words is necessary. An agreement in a contract will create it. It is then binding as between the parties to the contract; but to make it good as against third parties notice to such parties must be given. The notice may be given to them in person before purchase, or legal notice may be given to all persons by recording the contract in the county recorder's office. A contract so recorded is in legal effect a chattel mortgage. 79 Minn. 153.

In many States a lien attaches for the labor of harvesting the crops. A lien may attach to crops for cash rent for the house;² or to one crop for a share of another;³ or to the crops raised by a subtenant.⁴

A lien may be created in favor of the landlord on the crops and also on the live stock or other chattels of the tenant in the following manner: "All claims of the said lessor for rent, advancements, or balance due on account, shall be a prior lien on the crops raised on said farm and also on the said tenant's live stock and chattels." Without such an agreement the landlord has no lien for such indebtedness by law in Ohio.

(For covenants, see 144, 183, 239; taking of notes not to affect lien, 278; a perpetual lien, 291, 414-8, 438-6, 490; chattel mortgage clause, 476.)

¹ A landlord's lien for rent can not be enforced against a purchaser of the crop from the tenant, unless he took with notice of the lien. 53 Ark. 58.

² *Lien where Contract for House and Lands is Entire.* Under a lease of a house and lands, the house at a monthly cash rent and the lands for a share of the crop, the contract being entire, the landlord has a lien on the crop for the rent due him on the house. 67 Ill. 395.

³ *Lien Attaches to One Crop for Landlord's Share of the Other.* (Ill. 1875.) Where the tenant delivers to the landlord his share of the oats raised during the year, but makes default in the rent due for the premises planted with corn, the landlord has a lien on the remainder of the oats for the corn rent. 77 Ill. 206.

⁴ The ownership of the crop is in both the landlord and the tenant. A landlord's lien for rent attaches to the crops raised by a subtenant. 78 Iowa, 205.

Sec. 90. Debts—Credit of Tenant. Leases sometimes provide that no debts shall be contracted by the tenant for which the landlord might be held liable without his express consent in writing. One lease also contains the following: "The said lessee agrees to not place his name on anyone's paper or note or go security in any way."

(For covenants, see 267, 294.)

Sec. 91. Waiver of Exemption. Leases often contain covenants like the following:

"The party of the second part hereby waives and relinquishes all right of exemption from sale or seizure under distress or execution, that he now has, or may hereafter have, by virtue of any law of this State, exempting personal property from seizure and sale on execution or distress for rent, and hereby gives the party of the first part full power, authority and right, to take and seize any personal property, whether exempt by law or not, and sell the same or any part thereof, in satisfaction of said rent hereby agreed to be paid."

But such a waiver of exemption is of no legal force in Ohio, and probably not in other States. The exemption is given the tenant to enable him to retain the implements and other means with which he makes a living for himself and family. The statutory laws of exemption have been passed to protect him against the loss of such means.

(For covenants as to waiver of exemption, see 291, 347, 414-12, 418-8, 433.)

Sec. 92. Accounts. The lessor and lessee of a farm on the shares are bound to account to each other. Leases contain various stipulations as to accounts, what they shall include and how they shall be kept.

(For covenants as to accounts, see 167, 187, 222, 245, 261, 361, 379, 392.)

CHAPTER XII.

Section 93. Fixtures.

94. Fuel—Timber—Statute as to Cutting and Stealing.

95. Hauling.

96. Ingress, Egress and Regress.

97. Extra Labor of Tenant.

98. Poultry.

Sec. 93. Fixtures. A fixture is an article of a personal or chattel nature affixed to the freehold by a tenant, and removable by him, if it can be taken away without material injury to the realty.

Questions as to fixtures on the farms often arise as to machinery, platforms, sheds, cribs, and other fixed conveniences. If a tenant desires to install machinery, erect buildings, or to construct other fixtures on the farm which he expects to remove when he quits, he should protect himself by covenant to that effect in the lease. This avoids any dispute.¹

A lessee may remove his fixtures during his term; but not after he quits, except by agreement.²

The lease may provide that the tenant shall have the use of the landlord's fixtures. If the tenant injures them he is liable to the landlord in damages. But a remedy in damages may be unsatisfactory. As an additional protection it is well for the lessor to have the lessee covenant "to redeliver all fixtures in good condition at the end of the term." This gives the lessor a remedy at the end of the term as well for the non-delivery of the things themselves as for damages sustained by their being injured." (T.) This applies to machinery,

sheds and many other things which are often included in farm leases for the use of the tenant.

(For covenants as to fixtures, see 243, 277.)

¹ But if a tenant for years leases a farm of one who has an estate for life only, and erects buildings under agreement that he may remove them at the end of the term, he can not remove them after the death of the lessor. The agreement is not binding upon the person on whom the estate devolves. 11 O. S. 482.

² "*Tenant's Right to Remove Effects.* After the tenant has quit possession, or his tenancy has been terminated by the landlord's entry, the tenant has still a right to go upon the land, within a reasonable time, for the purpose of removing his goods and utensils. 2 Bl. Com. 14; 1 Pick. 43; 24 Me. 242. But he can then take away such articles of personal property only as are detached from the freehold; for such fixtures as the law permits the tenant to remove must be removed before the expiration of the tenancy." (T.)

Sec. 94. Fuel—Timber—Statute as to Cutting and Stealing Timber. By common law a tenant is entitled to the use of such dead and down timber as may be found on the farm. He has no right to fell live timber or to cut up any trees that may blow down which are suitable for saw timber. (See Waste, 106, 107.)

Since there is so little timber in some sections it may be desirable to restrict still further the use of wood found on the farm for fuel. Much of the "dead and down" timber, pieces of rails and pieces of boards are too valuable for other purposes to be used for fuel. A covenant like the following is sometimes used:

"Said lessee may have for fuel any dead and down timber on the said farm such as limbs and hollow trunks of trees; but no saw timber, nor logs suitable to be sawed into lumber, nor rails nor pieces of rails suitable for patching fences or for stopping hog runs under the fences, shall be used for fuel."

Severe penalties are often imposed upon persons who burn personal property.¹

An Ohio statute also provides for the punishment of any offender who, without authority, injures or destroys growing things, including trees. (Ohio General Code, Sec. 12490. See Trees, 109.) Another Ohio statute imposes more severe penalties, if such injury or destruction is done maliciously.

(Ohio General Code, Sec. 12478. See Trees, 109.) Section 12455 provides a severe penalty for cutting and stealing timber.²

(For covenants as to fuel and timber, see 139, 201, 249, 364; as to driftwood, 387, 438-2.)

¹ *Burning Personal Property.* Whoever maliciously burns or attempts to burn a barrack or stack of hay, rye, oats, barley, flax, hemp, fodder, or grain of any kind, or a corn-crib or place wherein corn is deposited, or a fence, board, plank, scantling, rail, tanbark, or timber, the property of another, if the value of the property is thirty-five dollars or more, shall be imprisoned in the penitentiary not less than one year nor more than three years, or, if the value is less than that sum, be fined not less than five dollars nor more than one hundred dollars, or imprisoned not more than thirty days, or both. (Ohio General Code, 12,435.)

² *Cutting and Stealing Timber.* "Whoever saws, bores, or cuts down timber, trees, or hoop-poles, standing or growing upon the lands of another or lands of the state, or unlawfully takes, carries or hauls away from the lands of another or lands of the state, timber, saw-logs, rails, rail-cuts, tan-bark, hoop-poles, railroad ties, hoops, staves, stave-bolts, blocks, butts or timber of any value, or unlawfully digs up, plucks or carries away from the lands of another, a cultivated root, plant, fruit or other vegetable production, with intent to injure the owner of said lands in his property or to defraud him, if the value of the property so severed or taken is thirty-five dollars or more, shall be imprisoned in the penitentiary not less than one year nor more than three years, and if the value of the property so severed or taken from the lands, is less than thirty-five dollars, shall be fined not less than twice the value of the property so severed or carried away, or imprisoned in the jail of the county not more than thirty days, or both." (Ohio General Code, Sec. 12,455.)

One who cuts timber, honestly and reasonably believing that he has a right to do so, is liable only for the value of the standing timber. 41 Minn. 548.

Sec. 95. Hauling. All hauling necessary to carry on the farming operations is done by the tenant free of charge, such as hauling wheat to market, corn, hay and other crops to the buildings on the farm, seed grain and fertilizer to the farm, and like jobs. Other hauling, as of materials for building, is often to be paid for by agreement.

In a contract it is well to state just what hauling shall be done free of charge and what hauling shall be paid for.

No hauling on any of the fields or pastures should be allowed when frost is coming out of the ground in the spring. One

contract provides for this as follows: "No hauling of loads, pasturing or driving of teams or other live stock shall be permitted in the fields when the frost is coming out of the ground in the spring, or at any other time when such hauling or tramping would injure the fields."

(For covenants, see 140, 198-9, 202, 215, 277, 284, 306; as to hauling corn to neighbor's crib, 329, 367.)

Sec. 96. Ingress and Egress—Regress. The right of ingress and egress is the right to go in and out of the premises. Regress is the right to return after the expiration of the term.

At common law a landlord has a right of ingress and egress for any purpose not in conflict with the rights of the tenant. Other rights may be added to this by stipulation in the contract. The landlord may desire during the term to move the buildings, put in tiling, lay off a road, etc. These privileges might not be allowed him by a tenant if not expressly reserved by the contract.

A tenant has a right of regress to harvest an away going crop, to haul away his chattels, etc.

The following covenant is from a lease now in use:

"The said lessor shall have the right of ingress and egress to all parts of said farm for any and all purposes not in conflict with the cultivation and operation of said farm by said lessee. He shall especially have the right to move the sheep shed as he shall see fit, to plow in the bluegrass pasture for dirt to grade the private road through said pasture, and to extend the orchard fences to the line fence between his farm and that of Silas Hutchinson on the south."

(For covenants, see 143, 187, 275, 319, 373, 383, 418-6, 430-10; to sow crops, 438-9, 440-6, 10.)

Sec. 97. Extra Labor of Tenant. Many contracts contain some such stipulation as the following: "All labor indicated or implied by this contract shall be performed by the said lessee free of charge. No charge shall be made against the said lessor for any labor unless he shall previously have agreed in writing that such labor should be performed by the said lessee and shall have agreed to pay for the same."

This cuts off all "extras" not agreed upon by the parties. Sometimes the contract permits the tenant to perform extra labor; but requires him to give notice by itemized account of such labor, and to give the amount of the charge immediately after the labor shall have been performed.

The questions are often asked: Can a lessee recover for services rendered without an express agreement and without any intention to charge therefor? What can he recover where the labor was agreed upon, but no price fixed?¹

(For covenants, see 144, 204, 236, 256, 305, 359; if landlord performs labor of tenant, 240.)

¹ Plaintiff can not recover for services which he rendered without an express contract, and without any intention to charge therefor. 60 Mo. App. 558 (1895).

Where no Price was Fixed for Labor. Where work has been done under mutual mistake between the employer and the employe, each supposing that there was a contract between them fixing the price, when in fact there was no such contract, the employe is entitled to recover what the work was reasonably worth. 4 Ky. Law Rep. 365 (1885).

Sec. 98. Poultry. Agreements are often entered into as to the keeping of poultry. Sometimes the privilege is limited to poultry for the use of the tenant's family, or to a certain number of hens, as fifty or one hundred. Occasionally the landlord furnishes half of the hens, half of the feed, and receives half of the poultry and eggs, or half of the proceeds from the sale of them. Where the tenant derives all of the profit from the poultry he furnishes the feed for them out of his share of the grain.

Raising of turkeys is often prohibited on the farm by agreement. Turkeys wander over a wide range and often infest the feeding lots of neighboring farms and consume a considerable part of the corn thrown out to cattle or hogs. One farmer said: "I ought to have sold my corn instead of feeding it to hogs; for my neighbor's turkeys ate up all the profits which feeding the corn to the hogs ought to have made me." If the turkeys are the sole property of the tenant the landlord often suffers a considerable loss.

The keeping of ducks is sometimes prohibited by agreement because they muddy the water in ponds and streams where the live stock have to drink.

If the cows and hogs are in partnership or if pasture privileges are given to the tenant for his cows the landlord naturally expects that the milk slops shall be fed to the pigs unless an agreement has been made to feed them to the tenant's poultry. If they are not fed to the partnership pigs there may be an appreciable falling off in the landlord's share of profits from the swine.

(For covenants as to poultry, see 177, 211, 230, 284, 317, 353, 377, 404.)

CHAPTER XIII.

Section 99. Seed and Fertilizer.

100. Landlord's Rights to the Possession of Fields after the Crops are Harvested.

101. Orchard—Fruit.

102. Pasture.

Sec. 99. Seed and Fertilizer. Agreements are usually entered into as to seed and fertilizer. Contracts differ widely as to these subjects. They are by different leases to be furnished by the landlord, by the tenant, or by both. Many leases require that all fields sown to small grain shall be seeded to grass seed at the proper time, and that the corn shock rows shall also be sown in grass in the spring of the year after the shocks are removed. Leases often also provide where and when fertilizer shall be used, the formulae and the amounts.

By cash rent the seed and fertilizer are furnished by the tenant. The lessee for cash for a term of years is often required by covenant to seed clover or other crops, beneficial to the soil, in customary rotation, and to use commercial fertilizer. One lease provides:

“Each of the said parties shall furnish one-half of the fertilizer and one-half of the timothy and clover seed to be used on said farm. But if the said lessee shall not derive any

benefit from the timothy or clover because of discontinuance of the relation of landlord and tenant before the time to harvest the crop, said lessor shall pay back the amount paid by said lessee for one-half of the seed. If the said lessee shall have the use of any of the fields for only one year on which he has put commercial fertilizer, the lessor shall pay to him one-half of the amount which said lessee paid for his share of the fertilizer. But if he remains to use said fields for two or more crop seasons no repayment shall be made."

(See Systems of Renting Farms, 23-29.)

(For covenants, see 182, 200, 249; cost of seed to be considered as an advancement, 281; lessee to furnish small grain seed, 327; other covenants: 299, 346, 355, 362, 367, 371, 378, 381, 391, 405, 407, 414-1.)

Sec. 100. Rights of Landlord to Possession of Fields after the Tenant has Harvested the Crops—Fall Seeding. After the tenant has harvested the crops the landlord has a right to plow up and seed in the fields if the tenant has not leased the farm for the following year. The tenant's rights in the cornfield are at an end after he shocks the corn until time to gather the crop. Meantime the landlord may seed in the cornfield. The tenant may husk out the corn; but he can not pasture the field. Even if the tenant has not agreed to cut and shock the corn the landlord still has the right to seed in the standing corn if he does so without injury to the crop. The tenant's rights in the wheat field end when the crop is harvested. After that time the landlord may seed in it and the tenant has no more right to pasture the field.

Quite often the landlord does not exercise his right to seed; but he permits the tenant the use of both stalk ground and stubble ground for pasture. But such use of fields by the tenant is by permission or sufferance of the landlord rather than by any right in the tenant himself. If the landlord cares to seed in the fields he may do so.

However, if the landlord does not seed in the fields the tenant has the right to pasture them whether he rents for cash or by share rent. A share tenant has a right to his proportionate share of the pasture in stubble and stalk ground. If there

are no dividing fences to separate his proportionate share and the landlord has no interest in the live stock it often happens that the tenant gets the benefit of all of the pasture.

Leases often contain a covenant as follows: "No stalk or stubble ground shall be pastured without special permission of the landlord."

The right of the landlord to seed in the fields is often made clear by covenant about as follows: "The lessor shall have the right to seed in the fields which the lessee shall have in corn or which shall be in stubble at the usual seeding time in any fall when it is known between the parties that the said lessee shall not remain as a tenant on the said farm the following year. Said lessee agrees to cut and shock the corn and have it out of the way for seeding the fields at as early a time as possible. But if this shall not be done by a reasonable time said lessor may employ help to cut and shock the corn and charge the cost of such labor to said lessee, the amount of which charge to become a prior lien on said tenant's interest in the crop; or, he may seed in the standing corn, due care being had to damage the corn as little as possible."

(For covenants as to stalk ground, see 151; stubble ground, 327, 418-6; hay ground, 328, 438-9, 440-10.)

Sec. 101. Orchard. The growing interest in horticulture in late years has turned the attention of the farmer more and more to the value of the orchard. Many tenant farms have orchards which have been neglected. In many cases they have been used for years as hog lots or calf lots, and seldom cleaned, trimmed, washed or sprayed. As a result the fruit crops from such orchards are very small. These same orchards if protected from live stock and properly cared for could be made to produce more profit per acre than any other part of the farm. The farmers are becoming aware of this fact, and those who lease their farms are becoming more careful to include in the leases certain stipulations providing for the care of the orchard trees and for the proper cultivation of the ground about them.

A statute in Ohio¹—and similar statutes in many other States—provide that fruit trees shall be sprayed at certain times. But it is feared that this law is “more honored in the breach than the observance.”

For the good of the orchard as well as for compliance with the statutes the spraying and general care of the orchard should be stipulated for in the lease. Many contracts for farms on the shares which have orchards on them provide that the landlord shall furnish the spraying materials and the sprayer and that the tenant shall do the work of trimming, spraying, washing and cultivating the trees free of charge. Each then receives his proportionate share of the fruit or of the proceeds from it.

By one contract the landlord agrees to hire an orchardist to instruct the tenant how to trim, spray, wash and otherwise care for the fruit trees. He agrees, also, to furnish sprayer and spraying materials. If the tenant properly cares for the orchard he is to get a share of the fruit; but if he neglects it the landlord may take charge of the orchard and take all of the fruit. This orchard was fenced against stock and no live stock were allowed in it. A tenant who turns live stock into an orchard is guilty of waste if injury is done by them to the trees.

Where there is a large acreage of fruit trees special contracts are entered into. The labor of caring for an orchard is greater than for the ordinary crops, and the tenant, therefore, is given a larger share of the proceeds from the fruit than from corn, oats, etc. But where the orchard is only a small part of the acreage the division of proceeds from the orchard is made by the same ratio as for the other crops.

(For orchard contracts, see 441-443 and 444-452. For covenants as to orchards on farms, see 175, 193, 214, 215, 233, 235, 264, 354, 370, 388, 422, 438-2.)

¹ (1913) House Bill No. 523. An act to amend Sections 6441-1 and 6441-2 of the General Code relating to the spraying of orchards.

Section 6441-1. “Whoever being the owner or manager of an orchard, or of one or more fruit trees shall spray or cause to be sprayed said trees one or more times during the period from November 1st to May 15th,

with some suitable preparation for the destruction of the San Jose scale, oyster shell or scurvy scale."

Section 6441-2 imposes a penalty of from \$5 to \$100 for each year such spraying is not performed.

Sec. 102. Pasture. A clear statement should be made as to the tenant's pasture privileges, as to which fields shall be pastured and as to how much stock shall be put on them. Too little has been put in leases heretofore as to pasture. Unjust demands for pasture privileges have often followed. Without any statement in the contract that the tenant shall pay for pasture he may have the same free of charge.

If live stock belonging to third parties is to be pastured on the farm, statement in the contract should be made as to the number of such live stock which may be pastured, and as to the division of pasture rentals between the landlord and tenant, or of the amount to be paid the tenant for looking after them. State which fields shall remain in permanent pasture and also what meadows shall be pastured, if any.

Provision can be made against damage to pastures by stipulation that the fields shall not be pastured too short, that all hogs shall be rung to prevent rooting, and that no tramping or hauling in the fields shall be allowed when the frost is coming out of the ground in the spring or at other times when the ground is soft.

A tenant in renting a farm on the shares may pasture a stubble field or corn stalk field with his own stock unless restricted by agreement or unless the landlord wants to seed it in the fall before the tenant quits the farm. (100.) Restrictions as to pasturing such fields are occasionally made. By a few leases the right to pasture stalk ground is reserved to the landlord. A Pennsylvania lease provides that the lessee is "not to pasture any part of said farm unless the land so used has been mowed at least once."

"A tenant may be enjoined from plowing up pasture land, even if there is no restriction in the lease against plowing it up; because there is an implied covenant to manage pasture land in a husbandlike manner. *Drury v. Moline*, 6 Ves. 328." (T.)

(For covenants as to pasture, see 140, 176, 189, 212; as to additional pasture, 235; not to be plowed up, 275; cash rent for \$5 an acre; hiring pasture, 300; \$2 to \$4 per acre, 343; other covenants: 372, 388, 440-11, 466.)

CHAPTER XIV.

Section 103. Telephone.

104. Taxes.

105. Insurance.

106-107. Waste.

108. Roads, Culverts, Tiling, Ditches.

109. Trees, Vines, Bushes and Shrubs.

110. Cutting Weeds and Grubbing Briars, Bushes, etc.

111. Keeping Premises Neat.

112. Scientific Methods.

113. Settlement of Differences—Arbitration—Referees.

Sec. 103. Telephone. If a telephone is already in the farm house, or if one is to be installed there, it is well to stipulate in the contract whether the rental for it shall be paid for by the landlord or by the tenant. Usually the tenant pays for the rental of the telephone; but under certain circumstances the landlord occasionally agrees to pay part or even all of it.

(For covenant as to telephone, see 157.)

Sec. 104. Taxes. Some leases provide that the tenant shall pay certain taxes which would otherwise be charged to the landlord. Others provide that each party shall pay one-half of the taxes. By a number of leases the road tax and the school tax are to be paid by the tenant; but the land taxes are to be paid by the landlord. Taxes on live stock and crops held in partnership are usually paid by both of the parties, each paying taxes in proportion to his interest in them. If this is agreed upon a stipulation as follows will be sufficient: "Each of the said parties shall pay taxes on his share of the undivided crops and live stock held in common."

(For covenants as to taxes see 285, 348, 363, 368; to pay one-half road tax, 378; on cows and calves, 285, 363, 391, 401-2, 405, 407; road tax, 459.)

Sec. 105. Insurance. By some leases the lessee is to pay the insurance. This usually occurs where the lessor does not live in the same locality. If the lessee agrees to insure buildings and keep them insured but fails to do so, he is liable for the loss up to the amount of the insurance agreed upon in case of casualty. If live stock or crops are held in common the parties often insure them against damage or total loss. The cost of the insurance policy is usually divided between the parties in proportion to their shares. Contracts often contain such covenants.

Sec. 106. Waste. Waste is an act or omission occasioning injury to an inheritance, as damage or destruction done or permitted to house, orchard, woods, lands, etc., by the tenant. It may be caused by the act of a tenant or by his neglect to act. All tenants, no matter what the duration of the terms, are liable for acts which cause waste. But not all tenants are liable for waste (called permissive waste) caused by neglect to act so as to prevent it. Whether the tenant is liable for permissive waste will depend in a large measure upon the duration of his term. Longer tenures generally impose greater liability for permissive waste. A tenant at will, for example, holding over after his term has expired, will not be liable for permissive waste by neglecting to make repairs (18 Fed. Cas. No. 773a); but a tenant for life will be liable. (33 N. J. L. 284.) "So if landlords would protect themselves from the mere negligence of their tenants, they should take a written lease with proper covenants." (J.)

Liability for all waste may be provided for by stipulation in the lease as follows: "Said lessee shall be liable for both voluntary and permissive waste."

If a lease specifies what shall constitute waste the tenant will be liable for such waste and for that only. It is well not to be too specific, but to use general terms in providing against waste. Otherwise much that the tenant would otherwise be liable for by implication of law may be omitted.

Sec. 107. "To avoid being guilty of waste, the tenant of a farm is bound to keep the soil in a proper state of cultivation (4 Taunt. 746; Co. Lit. 53), to keep the fences in good repair, and he is responsible for all damage caused by his failure to do so. (36 Texas 149; 19 Mo. App. 156.) It has been declared that the law requires a tenant to make ordinary repairs to buildings, to repair and keep up fences, and to remove the filth growing on farming and grazing lands at his own expense, unless otherwise provided in the lease. (43 W. Va. 711; 28 S. E. 776.)" (J.) Where a tenant starts to plow up the meadow land on the farm, which will seriously injure it and destroy its rental value, the landlord can have him enjoined from committing such waste. (60 Mich. 167, 26 N. W. 874.)

"The destruction of ornamental trees, fences and walls, and the quarrying of stone and gravel, is voluntary waste. (94 U. S. 53.) Digging up and carrying away fruit trees constitutes the same kind of waste. (17 Ind. 64.) So it has been held that barking and plowing up young apple trees by cultivating a crop among them is not ordinary 'wear and tear' of a farm rented for a year. (39 Mo. App. 537.)" (J.)

"To permit stock to go into an orchard and destroy fruit trees is a want of reasonable care, and constitutes waste on the part of the tenant. (117 Mo. 530, 23 S. W. 776.) The same is true of the act of a tenant in turning hogs into a meadow, whereby it is rooted up and injured. (17 Ind. 64.)" (J.) If a tenant covenants to "generally improve the property" he is bound to improve the lands for agricultural purposes, to make proper and sufficient use of manures in enriching the land, and matters of that sort. (50 N. J. 523, 14 Atl. 750.)

A tenant may also be liable for waste by cutting down timber (see Fuel, 94), for changing or tearing down buildings, for not making repairs, by removing hay, straw, fodder, or manure. A tenant for life must pay the taxes. He commits waste if he fails to do so. The extent of a tenant's liability depends to some extent upon the duration of his term and upon custom.

Threatened waste may be prevented by injunction. A tenant who has committed waste is liable in damages. The intent or motive with which a tenant acts is immaterial in determining what constitutes waste.

Questions of waste are largely matters for the jury to determine.

(For covenants, see 159, 206, 286, 303, 418-1, 422, 490; no waste of landlord's crops left on farm to be allowed, 438-2, 440-2, 456, 474.)

Sec. 108. Roadways, Culverts, Tiling and Ditches. Leases often contain covenants as follows:

1. "The roadways through the farm shall be properly cared for. Said lessee agrees to keep the culverts free of obstructions and to repair the waterbreaks to prevent injury to the roadway."

2. "The mouths of tile ditches shall be kept open and the courses of all tile ditches shall not be injured by plowing too near to them. Care shall be exercised to keep the tiling well covered and secure against freezing."

3. "The open ditches through fields C. and D. shall be kept free of weeds, grubs, willows and other obstructions."

(For covenants, see 108, 110, 157, 194, 209, 248, 252, 253, 274, 414-5, 418-3.)

Sec. 109. Trees, Vines, Shrubs, Bushes, etc. Leases often provide that the tenant shall care for shade trees, vines, shrubs, bushes and other growth about the premises, and shall protect them from injury. The greatest care should be taken to insure their growth and protection; for nothing makes a place so attractive as trees and shrubbery. Section 12,490 of the Ohio General Code provides a severe penalty for destroying trees, etc., without lawful authority:

"Whoever, without lawful authority, cuts down, destroys or injures a vine, bush, shrub, sapling or tree standing or growing upon the land of another, or severs from the land of another, injures or destroys a product standing or growing thereon, or other thing attached thereto, shall be fined

not more than one hundred and fifty dollars or imprisoned not more than thirty days, or both."

Section 12,478 of the Ohio General Code provides that whoever does such injury maliciously to the extent of thirty-five dollars may be sent to the penitentiary. A law in Indiana provides that any person who shall go upon the lands of another * * * and shall pull off * * * any growing crop * * * to the extent of ten cents or upward, the property of another, shall be fined. (68 Ind. 43.)

(For covenants, see 158, 193, 338, 418-3, 422, 430-4; locust and fruit trees, 370; landlord may plant and care for fruit trees, hedges, ornamental trees and shrubbery, 429, 430-4, 438-3, 440-3, 456, 474, 487.)

Sec. 110. Cutting Weeds and Grubbing Briars, Bushes, etc.

Good husbandry requires that the tenant shall cut the weeds. But most leases also stipulate that the weeds shall be cut by the tenant. The extent to which this work shall be performed varies with different contracts. By some the tenant is to cut the weeds on the farm; by others he is to cut also the weeds along the public roadways which run through the farm or beside it.

The grubbing of briars, bushes, etc., on the farm, along the fencerows and ditches is often included, although this work is by some leases to be paid for.

Landlords sometimes seek to prevent the seeding of the farm to weeds by providing that no sheep with burrs on them shall be brought onto the farm.

An Ohio statute (Ohio General Code, Sec. 5942), requires the cutting of weeds and grubs four feet back from a line fence. The adjoining farm owner may compel the cutting of weeds and grubs along this fence.

Now and then a stipulation in the contract provides that if the tenant shall fail to cut the weeds at the proper time the landlord may have them cut and charge the expense of the work to the tenant. A contract contains the following:

"In case the second party shall fail to keep down the cockle burrs that may grow on said farm and fail to prevent them from going to seed, the first party may employ any person

or persons he may see fit to mow or plow the land where the same may grow or to weed out from growing crops such cockle burrs and the expense of such labor shall be charged against the second party and taken out of his share or interest in the property owned in common."

(For covenants as to weeds and grubs, see 160, 192, 286, 302, 309, 359, 407; landlord may cut and charge tenant for, 248; to grub willows in ditches, 274; tenant to cut to middle of highway, 274, 275; to cut cockle burrs, 414-3.)

Sec. 111. Keeping up Premises. Provisions are often made for keeping the premises in neat and trim condition. Too often tenants take no pride in the appearance of the yards and buildings and allow them to take care of themselves. This injures both the farm and the tenant. A tenant who keeps up the premises is desired by landlords everywhere.

(For covenants, see Trees, Vines, etc.; Weeds and Grubs; Repairs; and Care and Management of Farm.)

Sec. 112. Scientific Methods. Much is being said about more efficient methods of farming. The results of such methods have more than justified their adoption. They mean added dollars to the profits of both landlord and tenant.

Covenants in contracts which provide that certain scientific methods shall be employed are becoming more and more common. Some of them stipulate that the seed corn must be selected, cared for and tested in the best known way; the live stock shall be fed by the most approved methods; the orchard must be cleaned, cultivated, the trees trimmed, sprayed, washed and protected against harm from live stock.

Such covenants, if complied with, are sure to raise the character of farming wherever practiced. If such methods are insisted upon the day of poor soils and poor crops will soon be past. "'Tis a consummation devoutly to be wished."

But what prejudices still exist against scientific methods in agriculture! The very word "science" seems at times to awaken opposition.

But science, after all, is only the knowledge gained and verified by exact observation and correct thinking, especially

as methodically formulated and arranged in a rational system. And such knowledge must be accepted by every open mind. The open mind—the willingness to weigh and consider all statements and adopt the best, whether new or old—is as much needed in farming as in any other vocation. We must learn to abandon the old method whenever a new one is shown to be better. Abraham Lincoln said: “I will accept any new truth as true as soon as it is proven to be true.” That was the secret of his wonderful development in mind and character.

But are we, as farmers, generally willing to accept “knowledge gained and verified by exact observation and correct thinking,” especially if it is someone else’s observation and thinking and contrary to our own former belief or custom? How often we condemn as “mere book learning” or “city farming ideas,” etc., a new truth gained and verified by a scientist and approved by the agricultural colleges or by the Department of Agriculture! We cling tenaciously to new truths gained by years of our own experience and observation. Why not accept those gained by others in the same way and save ourselves the unnecessary labor and loss? “Experience is a poor school, but fools will learn at no other.”

All of the new truths of agriculture are collected by the Department of Agriculture and they may be had for the asking. The truths of no science are so freely obtained. Yet are we taking advantage of these liberal offers? How many bulletins on topics of vital interest to us do we send for? How many inquiries touching our agricultural problems do we address to these authorities?

But evidences of improvement in these regards are now appearing on every hand. Leases are prescribing that the farms shall be farmed by scientific methods. One lease provides that the farming shall be “according to methods approved by the State Agricultural College.” Another stipulates that in case of difference of opinion as to methods “the advice of the Agricultural Department of the State University shall be sought and followed.”

(For covenant, see 364.)

Sec. 113. Settlement of Differences—Arbitration—Referees. Many leases provide for referring differences to third parties for settlement. One lease prescribes: "If any difference arises which the parties can not settle between themselves it shall be referred for settlement to three disinterested parties to be chosen in the usual way. The decision of the three so chosen shall be binding upon the parties to this contract." Sometimes the agreement names a representative of the State, as agent of the County Farm Bureau, as referee. (See 364.)

CHAPTER XV.

Section 114. Enforcing Performance of Agreements—Penalties.

115-116. Forfeiture.

117. Re-entry and Recovery—Termination of Lease.

118. Restoration of Possession to the Landlord—Holding Over.

119. Effect of Non-payment of Rent.

120. Abandonment—Surrender—Cancellation and Destruction of Lease.

Sec. 114. Enforcing Performance of Agreements—Penalties. Leases often contain provisions for enforcing the agreements. Fines are sometimes to be paid by the tenant for breaches of the contract, as so many dollars a day for the time the tenant shall hold over after the expiration of the term of the lease. If a tenant shall neglect his crop or shall fail to cut the weeds some leases provide that the landlord may employ labor to perform the work and charge the cost of the labor to the tenant, the charge to be a lien upon the tenant's interest in the crops or in both crops and stock. Other leases stipulate that a failure to properly care for crops shall work a forfeiture of the rights of the tenant in the crops altogether.

Leases occasionally provide that the lessee shall pay all costs and fees of the attorney employed by the lessor to enforce the terms of the lease as follows: "The party of the second part further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this lease by the party of the first part."

But the courts of many of the States will not enforce such an agreement. They hold that it is a harsh obligation in the nature of usury and that no consideration has been given for it. (W. Va., 82 S. E. 332.)

Now and then a lease contains a cognovit acknowledging the lessor's demand to be just, and authorizing judgment to be entered against him. It may pertain to the non-payment of rent or to ejectment for non-performance of the covenants of the lease. (397.) But many of the courts refuse to allow judgment to be entered against the lessee without serving him with summons and allowing him to be heard.

Again, leases sometimes provide that if a landlord shall fail to make such improvements as he shall have agreed to make, the tenant may make them and charge the cost against the landlord's share of the crops or against the cash rent, as the case may be. (161.)

Provisions for enforcing performance of the covenants of a lease are often too severe and are for this reason not enforceable. A covenant in a lease, although not absolutely void or illegal, may yet be so hard and oppressive in character that a court of equity will not enforce it. A good rule to follow is not to put into a lease a covenant which one would be unwilling for a court of equity to pass upon for fairness.

Sometimes one party may be excused from performing a covenant because of hindrance by the other party. Where the act of one party hinders the performance of a covenant by the other, performance is excused, and the thing contracted to be done by the former may be enforced by suit, without averring performance, and proof of such conduct will support the averment of performance.

(For covenants as to enforcing performance, see, by lessor, 161; by lessee, 162, 184, 207, 279, 290, 323, 325, 333, 431, 434, 460.)

Sec. 115. Forfeiture. Forfeiture means the loss of right to further possession of the premises. It may be enforced for breach of covenant, either expressed or implied; but the lease must expressly stipulate that such breach shall work

a forfeiture, or forfeiture can not be enforced. (32 N. J. Eq. 26; 22 Ind. 122; 104 Mich. 109; 51 Minn. 358.)

Conditions of this sort are generally put in leases to secure the payment of rent (see 87), to prevent the commission of waste (see 106-107), or to prevent the assignment or subletting of the farms by the lessee without the consent of the lessor (see 123-124).

Forfeiture, it should be clearly understood, does not give the lessor possession, but only the *right to possession*, which he may exercise or not as he chooses. If he chooses to exercise the right and can enter and take possession peaceably he may do so; but if not, the forfeiture may be enforced only by proceeding in court. (Re-entry and Recovery, 117.)

The law does not favor forfeiture. (58 Ill. 268.) It will always construe a provision for forfeiture so as to prevent rather than aid forfeiture. (87 Cal. 34; 47 Conn. 366, 375.) It regards forfeiture as a harsh remedy. (92 Mo. App. 466; Pres. Church v. Pickett, Wright [Ohio] 57.) It views forfeiture more favorably, however, when it is an end in itself, as to end the lease in case of fire. (161 Mass. 132.)

Sec. 116. But although the law does not favor forfeiture, nevertheless forfeiture and penalties for non-performance of covenants of the lease by the tenant are almost the only means by which the landlord may protect himself against serious loss. A letter from a man of wide experience and observation touches upon this subject: "The belief seems general that the farm landlord is not sufficiently protected. He is, in fact, less protected than by almost any other form of contract. If, for instance, a contractor takes a job of carpentry, cement work, or painting, he must perform his work according to specifications. What would the public think of a carpenter who agreed to complete a house and yet quit work and demanded his full pay before he had put on the roof? But many farm tenants are doing just that sort of thing. They are under contract, either express or implied, to cut the weeds, keep the gates and fences in repair, to prevent waste, etc., and then do none of these things. Yet they demand their

full share of the profits from the lease. And the surprising thing is that many of them feel no obligation to perform these duties, although they have agreed to perform them, besides being bound by the implications of law. The notion, too, that such covenants in a lease are not binding upon them is growing more prevalent. Farm leasing is the most unbusinesslike of all undertakings, and yet this loose way of doing things affects the most important pursuit of the country—agriculture. Necessity will demand improvement in these regards soon. Reasonable covenants of forfeiture will not work so great hardships upon the tenants of the land as the non-performance of covenants by tenants inflict upon the landlord. If all leases included stipulations for enforcing their terms and if these were strictly enforced by all landlords, a great improvement would be seen in agricultural conditions generally.”

(For covenants, see 161, 162, 185, 208, 279, 290, 432, 434, 460.)

Sec. 117. Re-entry and Recovery—Termination. The right of re-entry and recovery of possession by the landlord is the right to take back part or all of the rights and privileges of possession granted to the tenant by the lease. It is in the lessor when the lease is terminated. This may occur in various ways. A lease may be terminated by mere lapse of time, by legal notice, by destruction of the subject-matter, by disclaimer by the tenant (that is, the denial by the tenant of the rights of the landlord in the lease), by breach of condition, by agreement, and by mutual consent. In some States statutes provide that non-payment of rent shall give the landlord the right to forfeit a lease.

The right of re-entry and recovery is in the landlord when the tenant fails to perform his covenants even without a stipulation to that effect. But by agreement certain breaches of covenant may be specified which shall become the basis of the right for such action.

A landlord can not take possession by force of arms. He must proceed according to law. He might bring an

action of forcible entry and detainer, or resort to summary proceedings where the statute gives such remedy to recover possession of the premises.

The right of re-entry and recovery of possession is often accompanied with forfeiture of crops and other rights and privileges; but it need not include these. It gives to the landlord the right to take possession by the same breach; or the right to these may be determined by other covenants of the lease. (See Forfeiture.)

In Ohio, to recover possession of the farm, three days' notice must be given to the tenant, after which the action of forcible entry and detainer may be brought.

(For covenants as to re-entry and recovery, see 433, 472; as to termination, see 254, 255, 485.)

Sec. 118. Restoration of Possession to the Landlord—Holding Over. Many leases provide that the "tenant shall peaceably deliver up possession of the premises to the landlord at the end of the term."¹

Sometimes the tenant holds over a short time after the end of the term. "Holding over for a short time is often unavoidable. The tenant may be unable to get possession of the buildings on the farm to which he is to remove. The landlord is usually willing to permit him to remain until he can get possession, provided he acquires no rights thereby and can be turned out without notice. By some leases a tenant agrees to pay so much a day for each day he holds over the term (290, 321). The landlord may accept such payments without losing the right to possession without notice. (9 Allen [Mass.] 463.)" (J.)

But serious questions often arise from the tenant holding over. How shall a landlord treat a tenant who holds over; how shall it be determined whether the lease was renewed if such claim is made; what effect will the acceptance of rent or acquiescence have; if he remains, is it implied that he remains upon the same terms and that the lease is simply renewed?²

Disputes as to whether the lease has been renewed may be avoided by providing as follows: "No renewal or continuance of the lease shall be made except in writing."

(For covenants, see 141, 290, 320, 472.)

¹"On the expiration of the term a lessee's rights in the premises cease and he is bound to vacate them and yield up possession to the owner of the fee without binding himself expressly to do so. Even if the lessor has covenanted to renew the lease, the tenant at law has no right to retain possession of the premises after the expiration of the original term. The tenant has only a remedy in equity or in an action on the contract. (34 Mo. 303.)" (J.)

²The landlord may treat a tenant holding over as a trespasser or as a tenant from year to year, but accepting rent for any part of the time or acquiescing for any considerable time in the holding over is an election in favor of the tenant. 57 O. S. 161.

If a tenant holds over after the expiration of his lease, he becomes, at the election of the landlord, a tenant from year to year; and in the absence of any new agreement with the landlord he holds under the terms of the original lease. 67 O. S. 250.

If a lease expires by a limitation or a tenancy from year to year by agreement, holding over creates only a tenancy by sufferance and not for another year without a new agreement. Whether a new agreement was made is to be determined from the evidence in each case. (5 Dec. Rep. 1038, 9 Am. L. Rec. 693.)

Sec. 119. Effect of Non-payment of Rent. Leases often contain agreements that non-payment of rent shall work a forfeiture. But the lessor has not the right to enter and take possession of the farm upon the failure of the tenant to pay the rent unless he is expressly given such right by the terms of the lease. Many States, however, give the lessor such a right by statute.

(For covenant as to non-payment of rent, see Rent, Payment of, and Security for.)

Sec. 120. Abandonment—Surrender—Cancellation—Destruction of Lease. The abandonment of a farm by the lessee gives the right of possession to the lessor. The right of possession of the crops also is in the landlord. But this possession may be subject to the interest of the lessee in the crops up to the time of abandonment. Whether the tenant is entitled to retain such right in the crops after they have passed out of

his possession and control depends upon custom and statute. He will forfeit all interest in crops if the lease stipulates that abandonment shall have that effect, as is often the case.

Ordinarily the landlord may take possession of the crop, cultivate and harvest it. If the net proceeds amount to less than the cash rent the tenant will still be liable for the deficit. A tenant for cash may, however, sell the crop and abandon the farm. (39 Mich. 749.) By share rent the landlord may charge the cost of caring for the crop to the lessee's share.

"It is generally true that the surrender of his lease by a tenant will not divest his subtenants of their rights. 60 N. Y. 252." (J.)

Cancellation and destruction of a lease does not terminate it. (116 Ill. 221; 9 Mass. 307.) But the substitution of a new lease will terminate an old one. (3 T. B. Mon. [Ky.] 220, per Baylie, C. J.)

(For covenants as to abandonment, see 224, 279, 434.)

Landlord May Cultivate and Have Abandoned Crop. Where a tenant or renter by the field, whose agreement is to pay a share of the crop as rent, abandons the crop before it is ripe or harvested, he has not such an interest therein as renders it liable to seizure for his debts, but the landlord has a right to cultivate and harvest and take the whole crop as his own. In such case the tenant has abandoned his contract and forfeited his rights. 10 Pick. 205.

(N. Y., 1879.) B. after contracting to work for R. eight months for \$20 a month and the use of an acre of land, began work in March, planted the acre with potatoes, and abandoned service in July without just cause. Held, that B. thereby forfeited all right to the use of the land, and R. was entitled to the crop of potatoes. 17 Hun, 406.

Tenant Liable if He Abandons Premises. Abandonment of premises by the lessee, with notice from the landlord that he should hold him for the rents and would let the premises for his account, and the subsequent letting by the landlord for a less price, but the best obtainable, is not a surrender of the lease which will absolve the tenant from liability for the deficiency. 68 Minn. 664, 9 So. 895.

No further right or interest in the crops remains to the tenant who abandons them. (73 Ala. 59.)

CHAPTER XVI.

- Section 121. Surrender by Tenant of Possession of Farm if Sold.
122. Covenants for Purchasing Farm.
123. Assignment and Subletting.
126. Executors and Administrators.
127. Liquors.
128. Hunting.
129. In Case of Casualty.
130. In Case of Death.
131. A Legal but Unjust Decision.

Sec. 121. Surrender by Tenant of Possession of Farm if Sold. Sometimes the farm is for sale at the time the lease is made. Without a stipulation in the contract as to the surrender of possession of the farm if sold to the purchaser, the tenant may be unwilling to give possession even upon tender of a fair amount for doing so. The tenant, if he has to search for another farm, ought to be paid for the inconvenience suffered. The amount of the consideration to be given to the tenant for release of possession of the farm varies with circumstances. The difficulty of finding another farm to rent will vary also with the time of year at which release of possession—or release of right to take possession, in case he has not yet moved onto the farm—is asked.

A contract entered into on August 1st, 1913, for one year from the following first day of March, contained this covenant:

“If the said lessor shall sell the farm and shall desire a release from the obligations of this contract before November 1st, 1913, the said lessee agrees to release the said lessor from the obligations of this contract for the sum of \$25; if between November 1st, 1913, and January 1st, 1914, \$50; if between January 1st, 1914, and March 1st, 1914, \$75; if between March 1st, 1914, and March 1st, 1915, any sum which three disinterested appraisers selected by the parties to this contract shall fix as the loss suffered by the said lessee by the surrender of possession of said farm before the end of his term.”

Agreements for the surrender of the farm for other reasons if the lessor shall so desire are also entered into.

(Covenants: if farm is sold, 155, 428, 438-8, 440-7, 472; for other reasons, 187, 240, 275, 320, 335, 373, 414-9, 417, 426, 430-9, 435, 497.)

Sec. 122. Covenants for Purchase of Farm by Tenant.

Leases sometimes give the lessee the privilege of purchasing the farm. Where this is covenanted the conditions should be given. One lease contains the following:

“Said lessee shall have the right at any time during the term to purchase said farm for \$10,000, in payments as follows: \$4,000 cash, \$3,000 one year and \$3,000 two years after date of first payment. Said lessee shall purchase the interest of said lessor in all crops then on the farm at the appraisement of three disinterested parties chosen in the usual manner.”

Sec. 123. Assignment and Subletting. Many leases contain covenants forbidding the lessee to assign the leasehold. Others also provide against subletting any part of it. The landlord prefers to choose his own tenants. In some States as in Texas assignment and subletting are provided against by statute.

“A lessee may generally assign or sublet his rights in a lease to another when he leases for cash, unless prohibited by statute or covenant. But a lease upon shares is an exception. It is regarded as a personal contract, and not assignable, where the amount of rent received must depend on the character and skill of the lessee, or where it gives the lessee the use of the lessor’s tools on condition that they be properly kept. (46 Mich. 311; 78 Pa. St. 670; 45 Or. 487.)” (T.)

The assignment may be made by a separate instrument or by an endorsement on the back of the lease. (65 Wis. 271; 123 Mass. 85.) It has, too, been held that a lease for less than three years (see 16), whether written or not may be surrendered or transferred by an oral expression of assent. (7 Watts. [Pa.] 123.) (J.)

“The leasehold estate may be transferred by devise, by sale on execution as a chattel, or by sale by an administrator as personal assets.” (J.) In all of these cases the assignee even without stipulation is entitled to such rights and is bound to

perform such obligations of the lease as are said to "run with the land," as for quiet enjoyment, to repair, to leave in repair, to keep up fences, to leave land with certain crops planted (17 Ohio, 449), not to plow or cultivate in a certain manner, for good husbandry, to reside on the premises; and the assignee of the lessor without stipulation in the lease is entitled to such rights and is bound to perform such obligations as are said "to run with the reversion," as to receive rent or to purchase a building at the end of the term erected by the lessee. But if the words "and their assigns" are included in the obligations in the lease the assigns become subject not only to all of the rights and obligations which run with the land or reversion, but also to all of the other covenants of the original parties, except purely personal covenants.

Personal covenants do not run with the land. (48 N. Y. Super. Ct. 180; 44 Ohio St. 604.) A covenant which is merely personal or collateral to the thing demised does not run with the land or the reversion, and therefore assignees are not bound, even though they be expressly named. Of the nature of such personal covenants are these: A covenant by a lessee to replace chattels which should be damaged or be superseded by new machinery, or a covenant not to sell hay, or not to employ certain persons. If a tenant so covenants with his landlord and then assigns the leasehold the assignee is not bound by the personal covenants.

Sec. 124. Even after the assignment of a lease the lessee is still liable on his express covenants by virtue of the privity of contract (36 Minn. 270, 31 N. W. 73), and "where there is a covenant to pay rent, the lessee can not terminate his liability by an assignment of the lease, although lessor may accept rent of the assignee or give his assent to the assignment. (45 Mo. App. 590.)" (J.)

"A seal is not essential to such a transfer, even of a lease for more than seven years. No written instrument is necessary except to satisfy the Statute of Frauds. The real question in every case is whether the instrument is sufficient to satisfy the Statute of Frauds." (J.)

“Courts do not regard favorably covenants against assignment or subletting and construe liberally in favor of the lessee, so as to prevent the restriction from extending any further than is necessary. (169 N. Y. 377; 145 Ill. 336.) “The rule is universally admitted that a covenant not to assign a lease is not broken by an underletting. (162 Ill. 441.)” (J.)

If an assignment is for a portion only of the term (16 Me. 329; 8 N. H. 22), though there be but the reversion of a single day, it is in the nature of a sublease. (36 N. Y. 569.) An undertenant who has paid his rent to the lessee is not liable to the lessor if he has not attorned to him. (46 Vt. 184.)

Sec. 125. Covenants against assignment and subletting by the tenant are about as follows:

“And the said second party also covenants and agrees to and with the first party, not to assign this lease or underlet the said premises or any part thereof, without first obtaining the written consent of the said first party.”

A covenant in another lease included executors and administrators and executors: “And said lessee for himself, executors and administrators, agrees not to assign this present indenture or demise, or the premises hereby demised, or to sublet any part thereof.”

But the court in the settlement of an estate will allow a leasehold estate to be sold.

Oftentimes the landlord gives his written consent to the subletting or assignment of the lease. The lessee in return for the consent to the assignment by the lessor often guarantees the performance of the covenants of the lease by the sublessee. The sublessee should assume and agree in writing to perform all of the covenants of the lease. The landlord may give his consent to the assignment of the lease by an endorsement on the lease with such conditions as he and the lessor may agree upon.

A lessor may assign his rights in a lease; but the assignee should have some written evidence of the assignment to show as a proof of his authority. Otherwise the tenant is not bound to recognize him as an assignee.

(See Endorsements, 132-133.)

(For covenants, see (1) by tenant, 154, 245, 255, 266, 275, 322, 373, 376, 386, 414-7, 416-7, 430-1, 438-5, 470, 487; (2) by landlord, 156, 184, 239, 433, 440-4, 457.

Sec. 126. Executors and Administrators. Leases often add "executors and administrators" after the names of the parties. Without including them they are bound only to such covenants as run with the land or reversion; but by including them in the lease, they are bound to all of the covenants between the original parties except those of a purely personal nature. (See 123.)

Covenants, 351, 429, 433, 435, 490.

Sec. 127. Liquors. Covenants that no liquors shall be sold or dispensed on the farm are to be found in some leases, and are held to be valid.

Sec. 128. Hunting. Hunting is becoming more and more restricted as the value of game birds to the farmer becomes better understood. The ruthless killing of birds merely for a day's sport have resulted in the loss of thousands of dollars to agriculture.

Most of the States now restrict hunting by statute. By provision of Section 1421 of the Fish and Game Laws of Ohio, "The owner, tenant or children of the owner, manager, or tenant of lands within this State may hunt upon such lands without a hunter's license." All others must obtain a license and also written permission from the landowner. (Ohio General Code, 1421.)

A landlord can not hunt on his own farm if it interferes with the peaceable enjoyment of the farm by the tenant, as for example if the discharge of fire arms frightened the tenant's horses while he was husking corn in the field.

Hunting is apt to cause damage to fences, gates, fruit trees and live stock. The tenant, therefore, often agrees with the landlord to see that the law against hunting shall be obeyed on the farm for the protection of their common interests.

(For covenant as to hunting, see 142.)

Sec. 129. In Case of Casualty. A farm tenant who has agreed to pay rent is not released from his obligation by damage or destruction of the farm premises by inevitable accident without an express provision to that effect (39 Cal. 151; 37 N. J. L. 552; 43 N. J. L. 480; 52 N. J. L. 144, 19 Atl. 186); nor is the agreement suspended or discharged by the premises becoming untenable by no breach of the lessor (2 Sweeny, 184; 5 Har. [Del.] 318); as by being destroyed by fire (10 Ohio, 412; 61 N. Y. 356), or other casualty, unless so provided by stipulation (87 Ill. 89; 52 N. Y. 512) or by statute (24 How. Pr. 347). (Ohio General Code, 8521.)

The destruction of buildings does not terminate the tenancy where the tenant has an interest in the soil. (118 Mass. 188; 28 N. Y. 498.) An agreement *that rent shall cease* in the event of a certain casualty will *not terminate the lease* when such casualty occurs (1 Edw. Ch. 96), unless the lessor is under no obligation to rebuild (52 N. Y. 512).

Ordinarily a landlord is not bound to restore premises to their former tenable condition after casualty. The tenant, however, is still liable for the payment of rent, and the lease is not terminated except by agreement. But it is likely that a court of equity would set aside the lease and abate the rent under such circumstances.

Such agreements providing for the abatement of rent or for the termination of the lease, or for both, upon the event of casualty, are sometimes to be found in farm leases. One occurs in a lease of lands subject to flood as follows:

“In case of such damage or destruction of buildings and soil on the said farm as to render the premises unfit for further occupancy and cultivation, the lease shall be terminated and the tenant shall pay rent *pro rata* to the time of the occurrence of such flood. If the damage can be repaired the lessor agrees to repair it and the lease shall not be terminated. If only a part of the soil is washed away or otherwise made unfit for cultivation, the lease shall not be terminated; but the rent shall be reduced, the amount of said reduction to be determined by three disinterested parties, which finding shall be binding upon said parties to this lease.”

Another agreement is more general in its terms:

“If the enjoyment and use of said premises for the purposes for which they are leased shall be prevented or interrupted by casualty, a reduction of rent shall be made, the amount of said reduction to be fixed by the Justice of the Peace of _____ Township, which decision shall be binding upon both parties to this contract.”

Sec. 130. In Case of Death. Perplexing questions are often presented by the death of either party to a farm lease. Shall the lease be terminated; who shall manage the farm; how shall the crops and stock held in common be cared for until ready for division or sale; shall the surviving party purchase the deceased party's undivided interest (in case of share farming) in chattels held in common; and if so, how shall the values of such properties be determined? In case of cash rent shall the lessor retake possession of the farm for the remainder of the term and deduct for the remaining period of the term a proportionate amount from the rent? Such questions and other similar questions arise in every farming community.

The general rule of law is that a lease is not terminated by the death of one of the parties. But this rule may, of course, be abrogated by agreement. The following covenants in leases now in use seek to provide for the settlement of such questions if they should arise:

“In case of death of said lessee during the term of this lease, said lessor may retake possession of said farm, hire labor to perform the work which the said lessee should have performed under the lease, and deduct the cost of such labor from said lessee's interest in the crops and live stock or from his share of the proceeds to be derived from the sale of them.”

“If said lessee should die during the term of this lease said lessor shall have the right to retake possession of said farm and to purchase the undivided one-half interest of said lessee in crops, live stock and other chattels held in common by said parties at an appraised value, said value to be determined by three disinterested appraisers.”

A lease for cash contains the following covenant:

“In case of the death of the said _____ (lessee) the said _____ (lessor) shall have the right to take possession of said farm; and the equities between the said lessor and the personal representatives of said lessee shall be determined by three disinterested parties, to be chosen by them in the usual way.”

Sec. 131. A Legal but Unjust Decision. Now and then the death of a landlord may present annoying questions as in the following case recently tried in an Ohio court. A tenant leased a farm for one year with the privilege of two or more years. He was to pay \$120 a year in cash and was to board the landlord. The lease was executed with all the formalities of a deed as the law requires; that is, it was signed, witnessed and acknowledged. But no provision was made in case of the death of either party.

Thirty days after the lease went into effect the landlord died, and the tenant was thereby relieved of the cost of his board. The heirs of the landlord acknowledged that the tenant could hold the farm for the rest of the year at the cash price agreed upon; but they brought suit to recover the farm at the end of the year or to have the tenant pay as much more rent—in addition to the \$120—as the board of the landlord would have been reasonably worth.

A probate court held, however, that the lease was valid, and that the tenant could hold the farm for the other two years at \$120 a year, although the farm was reasonably worth \$250 or \$300 a year. The court, however, in deciding the case, acknowledged the injustice of the ruling; but stated that under the existing laws he could find no authority for deciding otherwise. The landlord had the opportunity when the contract was entered into to covenant as to the effect that death should have upon the payment of rent or upon the leasehold. But he did not avail himself of the opportunity.

Such problems arising from the death of either party should, so far as they can be anticipated, be provided for by covenant. (For such covenants, see 188.)

CHAPTER XVII.

ENDORSEMENTS.

Section 132. Guaranty—Assignment by Lessee and Acceptance by Assignee.

132a. Guaranty.

133. Landlord's Consent to Assignment—Lessor's Assignment.

133a. Lessor's Assignment.

Leases sometimes contain memoranda or endorsements made after the lease was signed. These are often made in compliance with covenants in the lease that endorsements shall be made later, as of charges or credits for crops or stock, the amount of which can not be determined at the time the lease is executed.

For convenience the following form often appears on the backs of leases:

Farm Lease.

From _____ to _____

Dated _____ Expires _____

Terms of payment _____

Received payment on the within lease as specified below,

Sec. 132. Guaranty. For value received _____ hereby guarantee the payment of the rent and the performance of the covenants of the party of the second part in the within lease covenanted and agreed, in manner and form, as is provided in said lease.

Witness _____ hand and seal this _____ day of _____, A. D., 19__

[SEAL.]

Sec. 132a. Assignment by Lessee and Acceptance by Lessor. For value received _____ hereby assign all _____ right, title and interest in and to the within lease unto _____ heirs and assigns, and in consideration of the consent to this assignment by the lessor _____ guarantee the performance by said _____ of all the covenants on the part of the party of the second part in said lease mentioned.

In consideration of the above assignment and the written consent of the party of the first part thereto, _____ hereby assume and agree to make all the payments and perform all the covenants and conditions of the within lease, by said party of the second part to be made and performed.

Witness _____ hand and seal this _____ day of _____, A.D., 19__.

[SEAL.]

Sec. 133. Landlord's Consent to Assignment. _____ hereby consent to the assignment of the within lease to _____ on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the party of the second part as therein mentioned, and that no further assignment of said lease or subletting of the premises or any part thereof shall be made without _____ written assent first had thereto.

Witness _____ hand and seal this _____ day of _____, A. D., 19__.

[SEAL.]

Sec. 133a. Lessor's Assignment. In consideration of One Dollar, to _____ in hand paid, _____ hereby transfer, assign and set over to _____ and assigns _____ interest in the within lease, and the rent thereby secured _____.

Witness _____ hand and seal this _____ day of _____ A. D., 19__.

[SEAL.]

CHAPTER XVIII.

CASH LEASE—TENANT TO RAISE STOCK—OHIO.

Sec. 134. *Date, Parties, Term.* This agreement made this seventh day of August, 1914, by and between James Borden, party of the first part, lessor and, Earl Schwartz, party of the second part, lessee, both of _____ County, Ohio, to be binding upon said parties from March 1st, 1915, to March 1st, 1916.

Witnesseth, That the said party of the first part in consideration of the rents and covenants hereinafter mentioned, does hereby let and lease unto the said party of the second part, and the said party of the second does hereby hire and take from the said party of the first part, the following described premises situated in the County of _____, and State of Ohio, viz.:

Description. Being the farm of 175 acres known as the Dalton Farm, lying along the Brown turnpike road in Section number _____, Township of _____.

To have and to hold the above rented premises unto the said second party, his heirs and assigns, subject to the conditions and limitations hereinafter mentioned.

Rent—Payment of—Lien. And the said lessee agrees to and with the said first party to pay as rent for the above mentioned premises for and during the term of this lease, the sum of One Thousand Dollars as follows: One Hundred Dollars (\$100) to be paid at the date of signing this lease—receipt of which is hereby acknowledged; Four Hundred Dollars (\$400) to be paid on September 1st, 1915, and Five Hundred Dollars (\$500) on January 15th, 1916. The deferred payments shall be secured by two promissory notes bearing no interest; and it is agreed that all deferred payments shall become a prior lien on the live stock and crops of said lessee.

And it is further agreed by and between the said parties as follows:

Crops. That the thirty-acre field at the north of the farm shall be planted in corn, the thirty-acre field next south of it shall be seeded to wheat in the fall of 1914, the thirty-five acre field now in clover east of the barn shall be mowed for hay and no second mowing shall be made for clover seed. The six acres

of alfalfa shall be mowed three times. Two acres along the south orchard fence in the field south of the orchard may be planted in potatoes. No land except that herein indicated for corn, oats, potatoes and the garden plot shall be plowed. The ten acres of wheat to be sown by the tenant now on said farm shall be his and no away going crop shall be sown by said Schwartz.

Sec. 135. *Feeding Crops on Farm.* That the said lessee shall feed on said farm all of the corn, hay and roughage raised on the place and shall keep live stock for this purpose. But if at the termination of this lease there shall be corn, hay or roughage yet unfed on the farm said lessee agrees to sell the same to the said lessor at the market price less the cost of hauling to the market.

Sec. 136. *Husbandry.* The lessee shall farm the place in a good husbandlike manner.

Sec. 137. *Fences, Gates, Buildings.* The lessee shall keep the buildings, gates and fences in as good condition as they shall be when he moves onto the place, or as they shall be put while he is there, depreciation, wear and tear and casualty excepted.

Sec. 138. *Fodder—Straw.* No fodder nor straw shall be burned; nor shall any fodder or straw be removed from the farm except so much as the lessee shall bring onto it.

Sec. 139. *Fuel.* Said lessee shall have dead and down timber for fuel; but he shall not use for fuel any logs suitable for saw timber or any sawn timber or rails, nor shall he cut down live trees.

Sec. 140. *When Ground is Soft.* No driving or pasturing of live stock nor hauling shall be permitted on any of the fields, meadows or pastures when the frost is coming out of the ground in the spring, or at other times when the ground is soft.

Sec. 141. *Holding Over.* No renewal or continuance of this lease shall be made except in writing. Said lessee agrees to

vacate the farm peaceably and quietly at the end of the term of this lease.

Sec. 142. *Hunting.* The lessee agrees to see that the statute against hunting is observed on the farm, and to inform the lessor of any violation of it.

Sec. 143. *Ingress and Egress.* The said lessor and his agent shall have the right of ingress and egress to all parts of the farm at all times for any purposes not in conflict with the peaceable enjoyment of the farm by said lessee. He shall have the right to move the sheep shed as he shall see fit, to do such hauling in the barn yard and about the buildings as this job may require. He shall have the right to plow along the private road for dirt to grade parts of the road, to plant fruit trees, and to extend the orchard fence on the south side to the west line of Silas Hutchinson's land.

Sec. 144. *Labor of Tenant.* The lessee agrees to work for the lessor at odd jobs about the farm when such labor shall not conflict with the necessary labor of farming. He shall be paid for such labor fifteen cents an hour for man and thirty cents an hour for man and team. No charge for any labor shall be made by the lessee unless the lessor shall have agreed in writing beforehand to pay for it. The lessee shall make a written statement of the labor and the charge for it as soon as it shall have been performed.

Lien. All claims of the said lessor for payment of rent, advancements, or for any other indebtedness of the lessee, shall be a prior lien upon the stock and crops of said lessee.

Sec. 145. *Live Stock.* No breachy stock shall be kept on the farm. All swine shall be rung to prevent rooting up the fields and pastures.

Sec. 146. *Manure.* No manure shall be removed from the farm by the said lessee at any time. Before time to plow for corn in the spring of 1915 the lessee shall haul out all manure onto the less productive spots of the fields intended for corn. The lessee agrees to haul out all manure which shall accumulate about the buildings before November 15, 1915, free of charge;

but if this lease shall not be renewed he shall be paid for hauling manure after that date if the lessor desires him to haul it.

Sec. 147. *Hauling.* The lessee agrees to haul to the farm all materials needed for fences and repair of buildings and to do all the usual necessary hauling about the place free of charge.

Hog House, Sheep Shed, New Fences. The lessor agrees to build a hog house at least forty feet long on the farm before March 1st, 1915, before said lessee takes possession, to supply the lessee with materials for building a fence from the east line of Jeremiah Jones before March 1st, 1915, and to move the sheep shed to a line with the barn and to connect the two under one roof before October 1st, 1915. The lessee agrees to build the fence for fifteen cents an hour.

Sec. 148. *Orchard.* The lessor agrees to trim, spray and cultivate the orchard trees as the lessor shall direct. The lessor shall employ an orchardist to teach the lessee how the trimming should be done. But all other expense of labor and materials needed in caring for the orchard shall be borne by the lessee, and he shall have the entire crop of fruit.

Sec. 149. No live stock shall be turned into the orchard at any time, except that hogs may be turned in provided the lessee shall protect the trees with woven wire to prevent the hogs from rubbing sand and dirt into the bark. The lessor agrees to furnish the wire.

Sec. 150. *Repairs—Materials for.* The lessee agrees to keep all buildings, fences, gates and floodgates in as good repair as they shall be when he moves onto the farm or as they shall be put while he is in possession, natural wear and tear, depreciation and casualty excepted. Materials for repairs made necessary by act or neglect of lessee his agent or members of his family, shall be furnished by the lessee. Materials for other repairs shall be furnished by the lessor. The lessor agrees to supply the lessee with nails, staples, and wire for repairs on the farm.

Sec. 151. *Seeding in Corn Field.* If the lessee shall not have leased the farm for another term before the usual seeding time

in the fall of 1915, said lessor shall have the right to seed in the corn field. Said lessee agrees to cut and shock the corn in the fall of 1915 as soon as the condition of the corn will permit. But if said lessee shall fail to do this said lessor may seed in the standing corn, due care being taken not to damage the corn any more than is necessary. Pasturing in the corn field so seeded shall not be permitted.

Sec. 152. Arbitration. All differences shall be referred to a referee agreeable to both parties, or to three disinterested parties.

Sec. 153. Straw. All threshing shall be done at the barn. No straw shall be burned or removed from the farm. But if said lessee shall bring straw to the farm he may remove as much as he shall have brought.

Sec. 154. Assignment—Subletting. Said lessee shall not assign this lease nor sublet any part of the farm.

Sec. 155. Sale of Farm. If the lessor shall sell the farm and shall desire to be released from this contract before March 1st, 1915,—that is, before the said lessee shall move onto it—said lessee agrees to release said lessor from the obligations of the contract for the considerations as follow: for \$25 if notified of the sale before November 1st, 1914; for \$50 if after November 1st, 1914, and before January 1st, 1915; for \$75 if after January 1st, 1915, and before March 1st, 1915.

Sec. 156. Assignment by Landlord. If the lessor shall assign his rights and privileges in this contract to another the lessee agrees to recognize said assignee as entitled to all the rights and privileges of the lessor and to perform his agreements in the contract in the same manner as he would have done for the lessor.

Sec. 157. Telephone. The lessee shall pay the rent for the telephone in the farm house.

Tiling—Culverts. The lessee agrees to protect the tile ditches from injury, to keep them covered sufficiently to avoid damage

by hauling, tramping, or freezing; to keep the tile ditches and the culverts along the private road open and unobstructed.

Sec. 158. *Trees, Bushes, Shrubs, etc.* The lessee agrees to care for the trees, bushes, vines and shrubs about the buildings, in the yard and garden on said farm, and to prevent injury to them.

Sec. 159. *Waste.* The lessee agrees not to cause nor permit waste, to properly care for the soil and not to exhaust it, to stop washes by filling open ditches or washy places in the fields with brush, straw or fodder, to avoid plowing up the blue grass along the ditches, and to prevent the water from injuring the private road through the farm by washing over it.

Sec. 160. *Weeds, Grubs.* The lessee agrees to cut all thistles, cockle burrs, and other noxious weeds at proper times in pastures, meadows, inlots and fence rows and along the public road bordering on the farm, to destroy all wild sweet potato vines in the corn fields, and to mow the meadows and stubble fields to destroy the weeds.

Sec. 161. *Enforcement of Performance—Forfeiture.* If either of the said parties shall fail to perform any of the covenants of this lease the said other party may avoid it at his option, and especially if the lessor shall fail to build the hog house before the time agreed for the lessee to move onto the farm the lessee may avoid the contract and refuse to move onto the farm and may collect damages sustained by having to look for another farm. If the lessor shall fail to furnish the materials for building the fence before March 15th, 1915, or if he shall not move the sheep shed before September 1st, 1915, the lessee may buy materials for the fence, or he may employ labor in moving the shed and charge the same to the lessor to be deducted from the rent.

Sec. 162. And if the lessee shall fail to make any of the payments of rent, or shall fail to perform any of the covenants of this lease, the lessor may declare the lease null and void and he may re-enter and take possession of the premises. Or,

if the lessee fails to perform the labor required by the covenants of this lease, or fails to take care of the farm as agreed upon, the lessor may hire such labor performed and repair the damages resulting from the lessee's lack of care. All of the cost of such labor and the amount of damages suffered shall be charged against the lessee and they shall become a lien upon the lessee's stock and crops. The amount of damages shall be determined by three disinterested parties, one to be chosen by each of said parties and these two to choose a third.

LEASE FOR GRAIN AND STOCK FARMING—HALF SHARE RENT—OHIO.

Sec. 163. *Date, Parties.* This contract made this tenth day of July, 1914, by and between _____, owner of the real estate hereinafter described, lessor, party of the first part, and _____, party of the second part, lessee, both of _____ County, Ohio.

Witnesseth, That the said lessor has this day let and leased to the said lessee his farm of 185 acres, known as the "Glen Airden Stock Farm," lying along the _____ turnpike road, and situated in section _____, township of _____, County of _____, Ohio, for one year beginning March 1st, 1915, and ending March 1st, 1916, for purposes of grain, hay and stock farming.

Sec. 164. *Husbandry.* The lessee agrees to move onto the said farm and to care for the same in a good husbandlike manner, to furnish all farming tools, implements and utensils, especially a disc harrow, a disc wheat drill, a disc cultivator, and a cream separator, to furnish all of the horses—at least five in number—to furnish all of the labor necessary to farm the place in a proper and careful manner, to cut the weeds, and to make all ordinary repairs.

House, Garden. The lessee shall have the house and the garden plot for the use of his family. He agrees to keep the premises in neat and tidy condition and to protect all vines, bushes and shade trees from injury.

Sec. 165. *What Each Party Shall Furnish and Pay.* Each party shall furnish one-half of all seed to be planted or sown on the farm, one-half of the fertilizer, one-half of all live stock except horses, one-half of all feed for live stock, pay one-half of the railway freight charges for shipping stock to and from the farm, pay one-half of the usual machine expenses of threshing small grain, of cutting or shredding fodder, of filling silos, one-half of telephone rent, and shall receive one-half of the increase and profit from the sale of all crops and live stock except as hereinafter provided.

Sec. 166. *Feed on the Farm.* The lessee agrees to pay the lessor for one-half of all corn, hay and oats on the farm which may be in the possession of the lessor at the time the lessee shall move onto the farm. The corn and hay shall be measured in the cribs and mows. The ear corn shall be estimated at 4220 cubic inches to the bushel, and the hay at 450 cubic feet to the ton. The oats shall be sold by weight. No charge shall be made for straw or fodder in the buildings or fields on the place.

Sec. 167. *Purchase of Interest in Each Other's Stock—Balance.* The lessee agrees to buy a one-half interest in the brood sows which the lessor may have on the farm on March 1st, 1915,—the number not to exceed seven. The lessor agrees to buy a one-half interest in the five brood sows which the lessee expects to keep of those now on the Blymyer Farm, also a one-half interest in such other of the tenant's live stock and feed which the parties may agree to remove to the said lessor's farm. The balance due to either party from the purchase and sale of feed and live stock between themselves shall be paid either in cash or by promissory note. The amount of said balance shall be a lien on the debtor party's undivided one-half interest in all crops and stock.

Sec. 168. *Meat for Tenant's Family.* The lessee shall have the right to butcher as many hogs as he may need for the use of his family. He shall have such hogs weighed on Oliver's scales and shall pay the lessor for one-half of them at the market price.

Sec. 169. *Allotment of Crops.* (An outline map accompanied this lease.) The farm shall be divided into crops as follows:

Fields B. and C.—of twenty acres each—shall be seeded to wheat in the fall of 1914. The lessor agrees to see that the tenant now on the farm shall have the corn cut and shocked at a reasonably early date in the fall of 1915 to permit of seeding. Fertilizer of such formula as the said lessor shall determine shall be used with the wheat. Three quarts of timothy to the acre shall also be seeded with the wheat. Field A.—of forty acres—shall be planted in corn. Field D.—fifty acres—shall remain in clover to be cut for hay; but it shall not be cut a second time for seed. The lessor agrees to cut the clover hay on the fifty acre field and put it in the mows for \$2 an acre, or \$100, and to pay for one-half of it at the market price for hay in the mow September 1st, 1915. The hay shall be measured after it shall have been in the mows thirty days, and calculated at 500 cubic feet to the ton. Field E.—of thirty acres—shall remain in clover sod for a feed lot. Field F.—of twelve acres—shall remain in blue grass pasture, and field G.—of eight acres—shall remain in alfalfa.

Sec. 170. *Alfalfa.* The lessee agrees to cut the alfalfa, cure it, and put it in the mows for Two Dollars an acre for each cutting, and to purchase a one-half interest in the crop at the market price for alfalfa or timothy hay in the mows, allowing 500 cubic feet to the ton thirty days after it shall have been put into the mows.

Selling Stock and Products—Accounts. No live stock nor feed shall be bought and no live stock or products of the farm shall be sold to the value of more than Twenty-five Dollars without the consent of both parties. All payments for purchases shall be by check. The share of all moneys belonging to either party shall be at once deposited in bank to his credit by the other party, who shall have made the sale.

Sec. 171. *Feeding.* All crops raised shall be fed to live stock on the place so far as practicable.

Division—Paying Debts. The proceeds from the sale of grain, hay, fruit, live stock, poultry and eggs shall be divided equally between the said parties to this contract at the time of sale. If either party shall owe the other party at the time of the sale of chattels held in common the amount of such indebtedness shall be paid out of his share of the proceeds.

Sec. 172. *Feed for Horses and Cows.* To avoid any division of crops or separation of feed for lessee's horses and cows on the farm, the lessee agrees to pay Thirty Dollars a year to the lessor for his one-half interest in the undivided feed for each horse and Twenty-five Dollars for that fed to each cow.

Sec. 173. *Individual Live Stock.* No individual live stock shall be kept on the farm except the work horses and the cows owned by the lessee. No colts shall be raised and the calves of the cows owned by the tenant shall be sold when ready for veal.

Sec. 174. *Away Going Crops.* No crops shall be sown or planted by the lessee to ripen after he shall leave the farm. If this contract shall not be renewed or continued between said parties the said lessee shall not sow or plant any away going crop except for wages, the seed to be furnished by the landlord.

Sec. 175. *Orchard.* The lessor agrees to furnish the sprayer and the poison for spraying the fruit trees, and the lessee agrees to perform all of the labor of spraying, trimming, washing and protecting the trees. The tenant shall deliver the fruit in the market at any town not farther than eight miles from the farm as lessor shall direct. No live stock shall be allowed in the orchard. Hogs, however, may be turned into the orchard provided the lessee shall first protect the trees by surrounding them with woven wire well staked down. The wire for this purpose shall be furnished by the lessor.

Sec. 176. *Pasture.* No stock shall be pastured on the farm except partnership stock and the individual stock herein mentioned as belonging to the lessee. The lessee shall be responsible for any damage done by stock getting through the lessor's half of the line fences. No fields shall be pastured when the ground is soft.

Sec. 177. Poultry. The lessee may keep as much poultry as he chooses for family use. But if any poultry or eggs shall be sold the proceeds shall be equally divided between the parties. All sales of poultry and eggs shall be made to _____ huckster, or to _____ Bros., grocers, at _____. No turkeys nor ducks shall be kept on the place.

Sec. 178. Money to Buy Stock. If said lessee shall not have enough money to buy a one-half interest in all live stock agreed upon to be kept, said lessor agrees to endorse the note of said lessee for such sums as may be needed for this purpose to be borrowed of the _____ National Bank, and said lessor shall have a prior lien on said lessee's one-half share of stock and crops until said notes so endorsed shall be paid in full.

Sec. 179. Threshing and Filling Silos. Each of the said parties shall pay one-half of the usual charge per bushel for threshing, and one-half of the usual charge per ton for filling the silos. But the lessee shall perform all other labor of threshing and filling silos and shall board the hands.

Sec. 180. Gas Engine—Wind Pump. The lessor agrees to furnish a six-horsepower gas engine for operating machinery and for doing odd jobs on the farm, and he shall furnish all gasoline, lubricating oil and dry cells. The lessee shall properly care for the gas engine and shall pay for all repairs and adjustments. The oil needed for the wind pumps shall be furnished by the lessor; but all repairs shall be paid for by the lessee.

Sec. 181. Manure and Manure Spreader—Hay Loader. The lessor shall furnish a manure spreader and a hay loader. The lessee shall take proper care of them. The lessee agrees to haul out onto the thin spots of the fields intended for corn, before time to plow for corn, all of the manure which may be about the stables and barn at the time he shall move onto the farm, and to keep the manure hauled away from the buildings up until November 1st, 1915, free of charge. But if the lease shall not be renewed for another year, the lessee agrees to haul out the manure which shall accumulate after that date for wages if the lessor desires him to do so.

Sec. 182. *Clover Seed.* The field to be seeded in wheat in the fall of 1914 shall be seeded to clover in February, 1915. Each of said parties shall pay for one-half of the clover seed. But if this contract shall not be renewed—by which the lessee should receive a share of the clover hay which should be harvested in 1916—the lessor shall repay to the lessee the amount he shall have expended for one-half of the seed.

Sec. 183. *Lien.* Any indebtedness of either party to the other party shall become a prior lien upon the debtor party's share of the live stock and crops in favor of the creditor party.

Sec. 184. *Enforcement of Performance of Agreements.* If the lessee shall fail to perform any labor or fail to take care of the farm as provided in any of the covenants of this lease, the lessor may hire others to perform such labor or to repair the damage due to such neglect, and charge the cost of such labor or the amount of such damage or both to the lessee, the amount of such charge to become a prior lien upon the undivided one-half interest in the stock and crops of the lessee.

Assignment and Subletting. This lease shall not be assigned by the lessee nor shall he sublet any part of the farm.

Ice. Said lessee agrees to fill the ice-house if the season permits and to sell ice to those who may come for it for half of the proceeds.

Sec. 185. *Forfeiture—Arbitration.* If the lessee shall fail to perform the labor or exercise the care agreed upon in these covenants to such an extent as to threaten or cause serious injury to crops, stock or farm, the lessor shall have the right to re-enter and take full possession of the farm, and the lessee shall peaceably vacate the premises. The differences between the parties shall be referred to three disinterested parties, one to be chosen by each of the said parties to this lease, and the two so chosen to select the third. The decision of the three shall be binding upon the parties to this contract.

Sec. 186. *Final Settlement.* To effect a final settlement either party may name a sum which he will either give for the undivided one-half interest of the other party or which he will

take for his own undivided one-half interest in crops and live stock. Or, if either party shall not care to purchase the entire undivided one-half interest of the other party nor to sell his own entire undivided one-half interest, he may put a valuation upon the live stock by individuals or by groups and upon the separate crops. The other party may buy or sell an undivided one-half interest in any or all stock or crops at this valuation. If any crops or stock remain unsold, they may be sold on the market or at auction, and the proceeds divided.

Sec. 187. Accounts. The said lessee shall keep accurate account of all transactions pertaining to the farm business. Said account shall be accessible at all times to the said lessor.

Ingress and Egress. Said lessor shall have the right of ingress and egress to all parts of said farm for any purpose not in conflict with the lessee's right of quiet enjoyment.

Surrender. Said lessee shall peaceably surrender possession of said farm at the end of the term.

Sec. 188. In Case of Death. If the said lessee should die during the term of this lease, said lessor shall have the right to retake possession of said premises, to employ such labor as may be necessary to perform the work which the said lessee should have performed, deduct the cost of such labor from said lessee's interest in the crops and live stock, or from the proceeds to be derived from their sale, and pay the balance to the representative of the said lessee.

Signed, _____

Sec. 189. Many leases for share farming similar to the above differ from it in that the parties have no live stock in common except the hogs. The tenant owns the cattle and of course provides the work horses.

A lease for a stock farm rented on the halves contains this covenant providing for feed for hogs kept in common, for the cattle and horses owned by the tenant, and for pasture for the tenant's stock:

“The hogs shall be kept on the shares. As much corn as shall be necessary to feed to the hogs shall be kept in the cribs near the hog lots. The balance of the corn and the hay shall be used by said tenant and the value of the landlord’s undivided one-half of them shall be paid for by the said tenant at the market price for corn in the crib and hay in the mow. Corn shall be estimated at 4,220 cu. in. per bushel and hay at 500 cu. ft. per ton thirty days after it is put in the mow. The lessee shall also pay to said lessor \$200 a year for the fifty acres of blue grass pasture.”

CONTRACT FOR GRAIN FARMING ON THE THIRDS—NO LIVE STOCK OWNED IN COMMON—OHIO.

Sec. 190. This agreement made and entered into this _____ day of _____, 1915, by and between Saml. Stiles, party of the first part, and Jesse Monce, party of the second part, both of _____ County, Ohio.

Witnesseth: Said Stiles has this day let to said Monce his farm of 157 acres near M_____, _____ County, Ohio, lying along the Brashear Pike, for three years from March 1st, 1916, for purposes of grain and hay farming, on the following terms and conditions, to-wit:

Sec. 191. *Horses and Implements—Care of—Damages.* Said Stiles shall furnish five horses and all farming tools and implements—especially a manure spreader and hay loader—necessary for general hay and grain farming. An inventory of all implements, tools, harness, utensils and other belongings of said Stiles furnished for the use of said Monce shall be made on the first of March of each year of the term, and said Monce agrees to redeliver said chattels at the end of the term in as good condition as they were when he took possession of them, general depreciation, wear and tear and casualty excepted. If by neglect or carelessness of said Monce or his agent any of said chattels shall be lost, damaged or destroyed, he shall pay at once to said Stiles the amount of said damage. The said amount, if not paid at once, shall become a prior lien upon said Monce’s share of the crops.

Said Stiles shall have the right to use the said horses, implements and tools when they shall not be needed for work in connection with the farming of said farm.

Sec. 192. *Husbandry—Cutting Weeds, Fruit, Vines, Tiling, Repairs.* Said Monce agrees to farm the said place in a good husbandlike manner; to cut all weeds in fields, meadows, pastures, yards and fence rows and along the public road before they shall go to seed; **[Sec. 193]** to protect from injury all fruit trees, shade trees, shrubbery, vines; to keep the place looking neat and tidy at all times; to properly care for all tile ditches, protecting them against injury and keeping the mouths of the same open and unobstructed; **[Sec. 194]** to protect the gravel road through the farm from injury by washing; to keep gates and fences in repair; to keep up buildings, fences and premises generally in as good repair as they were when he took possession of the farm, or as they shall be put, natural depreciation, wear and tear and casualty excepted. **[Sec. 195]** If any roofs become leaky said Monce agrees to patch them and to repair all windows or other parts of buildings which may need repairing, the materials for such repairs to be furnished by said Stiles.

Sec. 196. *Division.* Said Stiles shall receive two-thirds of all of the crops, including the fruit, and said Monce one-third in lieu of wages for his labor and care of the place.

Sec. 197. *Fodder and Straw.* No fodder nor straw shall be burned or removed from the farm. Said Monce may use as much fodder and straw as he may need for his live stock. The stalks left in the corn fields shall be broken down with a pole in the winter when the ground is frozen and allowed to remain on the fields for fertilizer. The straw not needed for stock shall be returned to fertilize the unproductive parts of the fields as said Stiles shall direct.

Sec. 198. *Hauling.* Said Monce shall haul said Stiles' share of the hay and corn to the market at L_____ (or to any point not farther away from the said farm than L_____) at such time as said Stiles shall direct within a reasonable time after harvest.

All hauling for the farm such as is customary shall be done by said Monce free of charge. Said Monce also agrees to haul to the farm lumber for small sheds, hog-houses, gates, and to haul from the railway siding at B_____ tile for tiling the garden lot east of the barn.

Sec. 200. *Seed and Fertilizer.* All seed and fertilizer shall be furnished by said Stiles. Said Monce agrees to haul them to the farm free of charge and to sow and spread them as said Stiles shall direct.

Sec. 201. *Fuel.* Said Monce shall have for fuel such dead and down timber in the woods as said Stiles shall at times set aside for him. No other timber or lumber belonging to said farm shall be used for fuel by said Monce.

Sec. 202. *Tramping and Hauling.* No hauling or tramping over the fields when they are soft shall be allowed.

Sec. 203. *Cropper.* The rights of the said Monce shall be those of a cropper. The one-third of the crops is given in lieu of wages. Possession of said farm and ownership of all crops shall be in said Stiles until division.

Sec. 204. *Extra Labor.* No labor of any kind shall be charged for by said Monce unless said Stiles shall have agreed to pay for such labor beforehand. Said Stiles hereby agrees to pay for the tiling of the lot back of the barn and said Monce agrees to perform the labor of tiling it for \$1.50 a day.

Sec. 205. *Manure.* Said Monce agrees not to remove any manure from said farm; but to haul it out on the fields which are to be planted in corn. No manure shall be allowed to pile up against the sides of any of the buildings.

Sec. 206. *Waste.* No waste shall be permitted. Washing of fields shall be prevented by filling up washy places; the orchard shall not be pastured; no eave troughs nor water spouts shall be allowed to remain loose and turn water so as to injure foundations or wash out holes in the yards about the buildings.

Sec. 207. Enforcement of Performance. If said Monce shall fail to perform any of the labor necessary to the proper care of crops or to make repairs, or fail to perform any other labor agreed upon, said Stiles may either employ other labor to do the work and charge the cost of such labor to said Monce, said charge to become a prior lien upon said Monce's share of crops; or, if said Stiles shall prefer, he may pay said Monce for the time he has been on said farm at the rate of Thirty Dollars (\$30) a month, less the payments already made out of the proceeds from sales, and take full possession of the premises, except **[Sec. 208. Forfeiture]** the house which said Monce may retain for ten days after notice in writing to leave, and said Monce shall forfeit all right and interest in the crops.

Sec. 209. Road. Said Monce shall not use the summer road which has caused a wash through the field; but shall use the stone and gravel road to the turnpike. **[Sec. 210]** The washes caused by using the road through the field shall be stopped by piling dirt and brush along its course at intervals.

Sec. 211. Poultry. The said Monce may keep not to exceed fifty hens; but he shall pay said Stiles for two-thirds of the undivided grain fed to them.

Sec. 212. Pasture. Said Monce shall have pasture for one cow and four pigs or hogs; but he shall pay said Stiles for the feed fed to them until the said Monce shall have raised crops to feed them, after which he shall feed them out of his own share of the crops.

Sec. 213. Seeding Wheat, Timothy and Clover. Said Monce shall seed the fields now in corn to wheat with three quarts of timothy per acre in the fall of 1915 before he shall remove to the said farm, and he shall seed the said wheat fields to clover in the spring of 1916.

Sec. 214. Orchard, Fruit Trees. Said Monce shall clean up and cultivate the orchard on said farm, and shall trim, spray and wash the fruit trees in the orchard and in the yard and garden lot as said Stiles shall direct. **[Sec. 215]** Said Stiles shall

furnish all materials and the spray pump for use on fruit or other trees and said Monce shall do the work. Each of the said parties shall receive one-half of the fruit, and said Monce agrees to deliver the share of said Stiles at any point within three miles of the farm where said Stiles shall direct. No live stock shall be turned into the orchard.

Seeding in Fall Before Term Ends. Said Monce agrees to seed for said Stiles in the fall of 1919 for wages; but he shall have no further interest in the crops so seeded.

In witness whereof, the said lessor and lessee have hereunto set their hands in duplicate on the _____ day of _____ in the year of our Lord nineteen hundred and fifteen.

SAML. STILES,
JESSE MONCE.

Signed and acknowledged in presence of:

State of Ohio, _____ County, ss.:

Be it remembered that on the _____ day of _____, in the year of our Lord nineteen hundred and fifteen, before me, a notary public, in and for said county, personally came Saml. Stiles and Jesse Monce, the parties named in the foregoing lease, and acknowledged the signing thereof to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day of the year aforesaid.

[SEAL]
(See Sec. 16.)

_____,
Notary Public.

**PROVISIONS ABOUT AS FOLLOWS ARE OFTEN ADDED TO
LEASES LIKE THE ABOVE IN CASE LIVE STOCK
ARE KEPT IN COMMON.**

Sec. 216. *Steers and Hogs.* Said Stiles agrees to furnish at least twenty-five steers and fifty pigs for feeding in the fall of 1916. They shall be weighed when they are put on the farm and when they are sold the proceeds from this weight shall belong to the said Stiles. Of the proceeds from the gain

above this weight the said Stiles shall receive two-thirds and the said Monce one-third.

Sec. 217. *Meat for Tenant's Family.* Said Monce shall have the right to butcher three or four hogs for meat for his family. The hogs shall be selected from those to be put on the farm by said Stiles, marked and weighed. For the total amount of this weight and also for two-thirds of the gain above this weight said Monce shall pay said Stiles the market price per pound at the time of butchering.

Husbandry, Superintendence. The farming on said farm shall be done in a good husbandlike manner under the direction and superintendence of said Stiles, and the said Monce agrees to care for the crops, live stock and the farm generally as said Stiles shall direct.

Sec. 218. Said Stiles shall furnish all necessary machinery for filling the silos, and said Monce shall perform or pay for all labor and board the hands.

GRAIN AND STOCK LEASE; ONE-THIRD SHARE—OHIO.

Sec. 219. This agreement entered into this 1st day of August, 1915, by and between Silas Snook, party of the first part, and Jonas Whitacre, party of the second part, both of _____ County, Ohio, to be binding between said parties from March 1st, 1916, to March 1st, 1921.

Witnesseth: That the said Snook has rented his farm of 150 acres in _____ township, _____ County, Ohio, known as the "Eight Springs Farm," to said Whitacre for purposes of grain, hay and stock farming.

Husbandry. That said Whitacre agrees to move onto said farm on or near March 1st, 1916, and to farm the place in a good husbandlike manner.

Horses, Implements, Engine, etc. That all horses, implements, gas engine, manure spreader, and tools for farming said place shall be furnished by said Snook.

House. That said Whitacre shall have the six-room house on the farm, the garden and one-half an acre of ground for the use of his family.

Feed on the Farm. Said lessee agrees to buy a one-third interest in all feed on the farm when he takes possession. The value of such feed shall be determined by appraisement by disinterested parties, if said parties can not agree upon it themselves.

Steers and Sows. Said lessor agrees to furnish at least twenty-five steers and six brood sows within ninety days after said lessee shall take possession of said farm, and to furnish such other live stock at other times as he may desire to keep for mutual profit.

Sec. 221. *Buying and Selling.* All buying and selling of live stock and feed shall be done by said lessor unless said lessee shall be authorized in writing to buy or sell. Any purchases made by said lessee shall be made by order on said lessor which shall state the nature and conditions of the purchase. If any sales are so made by said lessee, the amount received from said sales shall be deposited in the _____ National Bank to the credit of Snook and Whitacre. If the sale of live stock shall include any of the live stock not raised on the farm, but purchased by the lessor and brought to it, a part of the proceeds equal to the purchase price of such stock so bought shall be the landlord's; the balance shall be divided between said parties, two-thirds to the said Snook and one-third to the said Whitacre.

Sec. 222. *Debts.* But if at the time of any sale of crops or live stock said Whitacre shall owe said Snook or shall have outstanding any indebtedness for the payment of which said Snook shall be in any way liable, said indebtedness shall first be paid by said Snook out of the said Whitacre's share of the profits from said sale.

Sec. 223. *Surety.* Said Whitacre shall not endorse any note nor become surety for any one during the term of this lease.

Sec. 224. *Care of Stock.* Said lessee agrees to feed and care for any and all live stock on the farm in a good husband-like manner. If any live stock shall be injured or die through the fault of the said lessee, he shall pay to said lessor the value of the said lessor's interest in the same. If any other injury or

loss of live stock is sustained, each party shall bear his share of the loss. The lessor shall lose the original cost price if the stock was purchased by him and brought to the farm; and each party shall lose his proportionate amount of the value of the undivided increase.

Sec. 225. *Repairs.* Said Whitacre agrees to keep the premises in as good repair as they shall be in when he takes possession or as they shall be put, natural depreciation, wear and tear and casualty excepted. He shall especially keep the fences in condition to turn the live stock pastured within them, patch any roofs which may begin to leak, and keep all gates, doors, windows, implements and machinery in good working order.

Sec. 226. *Waste—Damage.* Said Whitacre shall be liable for any and all voluntary and permissive waste. If any water pipes are allowed to freeze up, if the wind pump bearings are damaged, or if the gas engine gets out of order, said Whitacre shall repair them; or if he does not do so within a reasonable time, said Snook may have it done and charge the cost of such repairs to said lessee.

Sec. 227. *Materials for Repairs.* Said Snook shall furnish all materials for other repairs not made necessary by the fault of said Whitacre or his agent. Said Whitacre shall perform the labor of making all said repairs or pay for the same. If said Snook shall pay for the repairs which said Whitacre should have made by the terms of this lease, the amount so paid shall become a prior lien on said Whitacre's undivided share of stock and crops.

Sec. 228. *No Crops to be Sold.* No crop shall be sold off of the said farm except wheat. Of any feed bought for feeding stock kept for common profit, said lessor shall pay for two-thirds and said lessee one-third.

Sec. 229. *Borrowing Money—Endorsing.* If said Whitacre shall not have the money to pay for his share of such purchases, he shall borrow the amount needed at the _____ National Bank. Said Snook shall, if necessary, endorse said lessee's note for the

amount, and said note shall be paid out of said lessee's share of the proceeds from sales in such installments as his share amounts to until the note shall be paid in full.

Sec. 230. *Two Cows and One Hundred Hens.* Said Whitacre shall have the right to keep two cows and not to exceed one hundred hens and to feed them out of the common crops, provided he shall haul 120 tons of waste—cobs, husks, etc.—from the corn cannery at M_____ during the canning season for use as feed on the said farm. If said waste shall not be hauled, said Whitacre shall pay said Snook \$40 a year for his two-thirds interest in the undivided feed fed to each cow, and shall keep not over fifty hens and shall furnish all of the feed for them.

Sec. 231. *Butchering Hogs.* Said Whitacre shall have as many hogs to butcher as he may need for meat for the use of his family, and he shall pay said Snook for the full amount of his interest in them at the time of butchering; or the value of the said Snook's interest in said hogs shall become a prior lien upon said lessee's share of the remainder of the stock and crops.

Sec. 232. *Crops—Where?* Said Whitacre agrees to put such crops in the fields on the farm as said Snook shall direct. But there shall be at least twenty-five acres for corn and at least ten acres to be seeded in alfalfa each year.

Sec. 233. *Fruit.* Said Whitacre shall have as much fruit as he may need for his family's use; but if any fruit is sold, the proceeds shall be divided—two-thirds to said Snook and one-third to said Whitacre.

Dogs. No dogs shall be kept on the said farm.

Sec. 234. *Individual Live Stock.* No individual live stock shall be kept on the farm for the benefit of only one party except the two family cows of said Whitacre.

Away Going Crops. No crops shall be sown by said Whitacre in the fall of 1920 except for wages.

Sec. 235. *Orchard, etc.—Care of.* Said Whitacre shall trim, spray and wash the orchard trees. He shall plant and sow crops

in the orchard and cultivate them, and he shall care for other fruit trees, grape vines, shade trees, bushes and shrubs on the place as said Snook shall direct.

Additional Pasture. If additional pasture shall be rented, said Snook shall pay two-thirds and said Whitacre one-third of the rental for it.

Sec. 236. *Extra Labor.* All labor necessary to be performed by the terms of this contract shall be performed free of charge by said Whitacre. No other labor shall be charged for except that for which said Snook shall have agreed in writing beforehand to pay. Said Whitacre agrees to work at special jobs such as fence building, tiling, etc., as said Snook shall direct at the rate of fifteen cents an hour.

Sec. 237. *Expense of Threshing, etc.* Said Snook agrees to pay two-thirds and said Whitacre one-third of the machine expense of threshing, shredding or husking of fodder, or filling of silos; but all other labor necessary for such jobs shall be furnished by said Whitacre free of charge.

Sec. 238. *Board.* Said Whitacre agrees to board any workmen whom said Snook shall employ for work at the farm at the rate of twenty cents a meal.

Manure. Said Whitacre agrees to haul out all manure from about the buildings and spread it over the fields on said farm as said Snook shall direct.

Sec. 239. *Debts.* Any indebtedness of either party to the other party shall become a lien on the debtor party's share of crops and stock.

Sec. 240. *Redelivery of Possession.* Said Whitacre agrees to deliver possession of said premises peaceably at the end of said term, or upon its termination by said Snook for breach or non-performance of any of the covenants herein made—in as good condition as when received, ordinary wear and decay by use and time, and unavoidable accident or casualty excepted.

Labor—Enforcement of Performance of. If said Whitacre shall fail to perform any labor herein agreed upon, said Snook

shall have the right to have said labor performed and charge the cost of the same to the account of said Whitacre.

Sec. 241. *Discontinuance.* If said Snook shall become dissatisfied with the way said Whitacre cares for the live stock or performs his labor on the farm, he may avoid this lease and take full possession of stock, crops and fields at once, and said Whitacre shall vacate the dwelling house on said farm in ten days from date of notice.

Sec. 242. "*Settling Up.*" At the time of the termination of this lease by lapse or for cause either party may name a price which he will take for his interest in the chattels held in common either singly, in groups or as a whole, and may name a price which he will give for the interest of the other party in the same. If any of the chattels held in common can not be so disposed of they shall be sold at public auction.

Sec. 243. *Fixtures.* Said Whitacre shall have the right to erect a shed 18 x 12 near the west end of the corn crib for his automobile and to remove the same when he leaves the farm or at the farthest within three months after his removal. He shall have the right also to install such line shafting and machinery as he has on the farm where he now lives, and may remove the same when he quits the farm.

Sec. 244. *Immune Hogs.* All swine shall be made immune against cholera. The expense of making them immune shall be borne by said parties, said Snook to bear two-thirds and said Whitacre to bear one-third.

Dead Animals. All animals dying on the said farm shall be buried at the unproductive knoll in field B., and the spot marked. Notice of such burial shall at once be given to said lessor.

Abandonment. In case said Whitacre shall abandon the said farm and stock, he shall forfeit all rights and interest in stock and crops and his right to the possession of the farm. Said Snook or his agent may take possession of said farm, stock and crops immediately thereafter.

Sec. 245. Weighing. All steers and hogs shall be weighed at least once a month on the scales at the farm.

Accounts. Accurate accounts shall be kept by said lessee of all transactions in connection with the farm. Said accounts shall be accessible at all times to the landlord.

Assignment and Subletting. Said tenant shall not assign his rights in this lease or sublet any part of said farm without the written consent of said lessor.

In witness whereof, the said lessor and lessee have hereunto set their hands in duplicate on the first day of August, in the year of our Lord nineteen and fifteen.

SILAS SNOOK,
JONAS WHITACRE.

Signed and acknowledged in presence of :

State of Ohio, _____ County, ss. :

Be it remembered that on the first day of August in the year of our Lord nineteen hundred and fifteen, before me, a notary public in and for said county, personally came Silas Snook and Jonas Whitacre, the parties named in the foregoing lease, and acknowledged the signing thereof to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day of the year aforesaid.

_____,
Notary Public.

(See Sec. 16.)

THE HOUSTON SYSTEM—OHIO.

Sec. 246. The following is from an article which appeared in *The Ohio Farmer*, December 5th, 1914, describing the Houston Profit Sharing System of leasing farms :

“A profit-sharing plan which may be of interest to readers of *The Ohio Farmer* is in use by The Houston Farm Co., Clark County, Ohio, and is proving satisfactory to both owner and tenant.

“This company owns 10,000 acres of land in the counties of Madison, Clark and Greene, the acreage being divided into

twenty-four farms ranging in size from about 150 acres to over 1,000 acres; and this system has supplanted the cash rent and grain rent systems on practically all of these farms. The plan can probably be best explained by the use of the contracts entered into by the company and the renter.

“The president of the company enters into partnership with the actual tenant and the two lease from the company.”

Sec. 247. The late Mr. Joseph E. Wing, in a letter to the author, written December 2nd, 1914, said:

“The very best system in the world is one that you must not fail to get hold of, even if you have to go to a great deal of trouble to get hold of it. It is the system used by men of the Houstonian farms, and I happen to know that these contracts are very complete and good for both landlords and tenants.

“It will cost you \$2.00 to get a typewritten copy of Mr. Houston’s contracts but I think that the State of Ohio might well afford to pay that and make good profits from its use.”

The following is the lease of the Houston Farm Company to the cotenants of which the president of the Farm Company is one and the farming tenant the other:

THE HOUSTON SYSTEM—CONTRACT A.

Sec. 248. *Parties.* F. B. Houston, President of The Houston Farm Co., has this 20th day of August, 1914, leased to F. B. Houston and John Jones, 300 acres, known as the Huntington Farm, located in Clarke County, and being Fairview Farm No. 11, for a period of five years, from March 1, 1915, to March 1, 1920.

Farm, Management, Husbandry, Weeds, Mowing Stubble, in Case of Failure to Do So. Said farm is to be managed as a stock and grain farm and is to be farmed in a good and husbandlike manner. Said F. B. Houston and John Jones agree to cut all weeds, briars, and bushes in all cultivated fields, fence rows, ditch banks, roadways (thistles to be grubbed out), and to keep same cut during the season. All stubble to be mowed but not to the detriment of young and growing grass. Upon their failure to do so by the 15th day of August of each year they are tenants

on said farm, then F. B. Houston, President of The Houston Farm Co., shall have same cut and said F. B. Houston and John Jones agree to pay the cost of cutting same.

Sec. 249. *Sowing Grass Seed; Feed, Straw and Fodder; Manure; Ringing Hogs; Wood for Fuel.* Said Houston and Jones agree to sow at the proper time the grass seed necessary on land sown to small grain each year this contract is in effect. Said clover seed and timothy seed to be furnished by Houston and Jones. To sow grass seed in all shock rows in the spring of each year they are tenants on said farm. To feed all straw and fodder on the farm unless otherwise mutually agreed. To haul and spread all manure that may be made on the farm on land where most needed each year they are tenants. To provide all hogs with nose rings so as to prevent rooting. Not to cut any standing timber without orders, dead and down timber for self and sub-tenants' use for firewood excepted.

Pasturing Stubble. Not to pasture any stubble to the detriment of young and growing grass. Improvements or expenses on farm must be done by the approval of F. B. Houston, President of The Houston Farm Co. Main driveways to be graveled at the expense of The Houston Farm Co.

Sec. 250. *Money for Business; Rates; When to be Paid.* F. B. Houston, President of The Houston Farm Co., agrees to furnish what money may be necessary to run said farming business on what is known as the "Profit-sharing Contract" between Houston and Jones. Money so furnished shall be at the legal or customary rate of interest and shall be repaid to F. B. Houston, President of The Houston Farm Co., not later than the first day of March following, and for which notes shall be given to F. B. Houston, President of The Houston Farm Co., yearly, with security thereon to his entire satisfaction.

In Case of Shortage—Payment for Labor. In case of shortage of money, F. B. Houston, President of The Houston Farm Co., has the right to notify said tenant of his desire to stop purchases, and upon the refusal of said tenant to comply with said wish, he then reserves the right to stop payment of check in bank. Said F. B. Houston and John Jones are to be paid for all

labor performed that may be agreed upon by said F. B. Houston, President of The Houston Farm Co. Said labor to be paid for at the same rate per day as Houston & Jones employ their labor. For each man and team \$2.50 per day for work performed on the Houston lands.

Sec. 251. *Corn to be Cut and Shocked—Sowing Wheat. In Case of Failure to Cut and Shock Corn.* Said Houston & Jones agree to cut and shock all corn as soon as same is in condition each year they are tenants on said farm unless otherwise arranged. At the expiration of this contract enough corn shall be cut in time to sow wheat for incoming tenant. Should said Houston & Jones fail, neglect or refuse to cut and shock all said corn, then F. B. Houston, President of The Houston Farm Co., shall have same cut and said Houston & Jones agree to pay the cost of cutting and shocking same.

Outside Line Fences. Said F. B. Houston, President of The Houston Farm Co., agrees to put all outside and line fences in good condition; then all necessary repairs to all fences are to be done by said Houston & Jones jointly.

Sec. 252. *Open Ditches; Tile; Inside Fences Not to be Moved; Windmills and Wind Pumps.* All open ditches are to be kept clean by Houston & Jones. All stoppages of tile to be looked after by Houston & Jones. Said Houston & Jones agree that no inside fences are to be moved without the consent of F. B. Houston, President of The Houston Farm Co. Windmills and pumps shall be kept up by Houston & Jones, unless it becomes necessary to replace with new ones.

Whitewashing Buildings. Said Houston & Jones agree to whitewash all outbuildings, fences, etc., around premises—that are not painted—each year they are tenants. Said Houston, President of The Houston Farm Co., agrees to furnish lime for same.

Sec. 253. *If Co-partners do Not Re-rent.* It is further agreed that if Houston & Jones should not re-rent said premises for another term after the expiration of this lease then F. B. Houston, President of The Houston Farm Co., or agent, shall

have the right to enter on said farm and to sow such fall crops as he desires without material injury to the crops of Houston & Jones.

Building Necessary Sheds, Barns or Cribs. Said F. B. Houston, President of The Houston Farm Co., agrees further to build necessary shed, barns or cribs for the protection of hay, grain and stock that he may deem necessary. Said F. B. Houston, President of The Houston Farm Co., agrees to furnish tile and drain any land that may be necessary within a reasonable time.

Sec. 254. *Termination of Lease Upon Disagreement of Co-partners.* Should F. B. Houston and John Jones disagree on said "Profit-sharing Contract" as to the condition of which said business was being carried on, then this lease shall also be terminated at the same time as specified in contract between Houston & Jones, and rent shall be paid proportionately out of the proceeds of their settlement.

Term of Lease Dependent Upon Term of Contract Between Houston & Jones—Rent to be Paid Proportionately—Surrender of Possession. It is understood by the parties hereto that this lease is made upon the express understanding that F. B. Houston and John Jones have entered into contract with each other on what is known as the "Profit-sharing Contract." If for any reason said contract between Houston & Jones should terminate before the expiration of the terms mentioned in lease, then in that event this lease shall also terminate at the same time as contract between Houston & Jones terminates. Rent specified in this lease shall be paid proportionately as to the time out of the proceeds of property of said Houston & Jones. Said Houston & Jones agree in that event to deliver up to the said F. B. Houston, President of The Houston Farm Co., to give possession and use of said premises.

Sec. 255. *Upon Failure to Carry Out Terms of Lease—Care of Yard, Barnyards and Farm—Cash Rent, \$1,800—Lease Not to be Assigned.* It is understood and agreed that if Houston & Jones should fail to perform any of the terms and conditions of this lease on their part to be performed, it shall be lawful for the said F. B. Houston, President of The Houston Farm

Co., its successors, heirs or assigns (to re-enter) into said premises and the same to have again, repossess and enjoy as in its former estate and thereupon this lease and everything therein contained on said Houston & Jones' behalf to be done and performed shall cease, terminate and be utterly void. Said F. B. Houston and John Jones agree to keep the yard and barnyards in a neat condition as well as the rest of the farm. There shall be paid to F. B. Houston, President of The Houston Farm Co., as rent, the sum of \$1,800.00 for 300 acres of land, to be settled yearly, with a note to entire satisfaction of F. B. Houston, President of The Houston Farm Co. Said Houston & Jones further agree that this lease is personal and shall not be assigned or sublet by lessee or by the operation of the law nor any part sublet without the permission of F. B. Houston, President of The Houston Farm Co.

_____ [SEAL.]

_____ [SEAL.]

The following contract contains the agreements between the co-tenants:

THE HOUSTON SYSTEM—CONTRACT B.

Between F. B. Houston and John Jones, the Co-tenants.

Sec. 256. *Parties—Farm, \$6.00 per Acre.* Article of Agreement between F. B. Houston and John Jones having, this 20th day of August, 1914, leased of The Houston Farm Co., 300 acres of land and to be operated on what is known as the "Profit-sharing Plan" between F. B. Houston and John Jones, said farm being Fairview No. 11, formerly known as the Huntington Farm, rent for said farm being \$6.00 per acre, payable yearly.

Stock and Grain Farm—Husbandry—Management. Said farm is to be managed as a stock and grain farm and to be farmed in a good and husbandlike manner. Said John Jones agrees to devote all his personal time, labor and attention to the management and control of said farm. To the raising, feeding, grazing stock necessary to the best interest of said farm and to the purchasing and selling of same.

Grain, Meadow, Grazing—Parts Not to be Plowed. Said John Jones agrees to put the farm in grain and meadow and to graze such parts of said farm yearly as may seem to be for the best

interest of owner and renter. Not to plow any land that has not been broken, without the consent of F. B. Houston, President of The Houston Farm Co.

Sec. 257. *Terms and Conditions—Money and Checking—Repayment—Six Per Cent. Payments—Necessary Expense to be Paid First.* Said farm is to be operated on the following terms and conditions: Said F. B. Houston, President of The Houston Farm Co., agrees to furnish what money may be necessary to buy stock that may be necessary; also the money used in the operation of said business. (Should there be a shortage in money, F. B. Houston, President of The Houston Farm Co., shall have the right to regulate the checking on the farm account as he may deem necessary.) Which money so furnished shall be repaid to F. B. Houston, President of The Houston Farm Co., with interest at the legal or customary rate of interest, six per cent., now prevailing, for the time used out of the net proceeds of stuff sold. Then out of all other proceeds arising from the sale of grain, hay, stock, feed, wool or any other resource received from said farming business during the continuance of this lease, there shall first be paid all necessary expense, our proportion towards the maintenance of bookkeeper, office expense and farm labor and other bills contracted in the operation of this farming business, under this contract, including taxes on chattels on said farm belonging jointly to the said Houston & Jones, as also insurance.

Sec. 258. *Rent, \$1,800; Labor, etc., of Manager, \$360—By the Day in Case of Neglect—If Proceeds Fall Short—Annual Settlement and Inventory—If They Desire to Discontinue—Method of Appraisalment and Sale of Property.* There shall be paid to F. B. Houston, President of The Houston Farm Co., as rent the sum of \$1,800.00 yearly and to the said John Jones \$360.00 yearly, for his services in the labor and management of said farming business out of the net proceeds, and should it develop that the said John Jones is not devoting the necessary time and attention to the farming business, then his salary shall be paid in proportion by the day. And if for any cause there is not sufficient proceeds yearly to pay said F. B. Houston, Presi-

dent of The Houston Farm Co., \$1,800.00 and to the said John Jones \$360.00, then John Jones' salary is to be carried as a debt until there is enough proceeds, first to pay the rent and all other debts, and then (last) said John Jones' salary. **[Sec. 259]** And some time between January 1, 1916, and March 1, 1916, and every year thereafter during the term of this contract, there shall be an annual settlement and inventory made, showing the property and assets belonging jointly to said F. B. Houston and John Jones. Should it be their desire that all profits shall be divided equally between Houston & Jones after settlement, **[Sec. 260]** and at the expiration of this contract should it be their desire to discontinue the farming business, the joint property of every description shall be sold to the best advantage, providing that at the expiration of this contract or lease, either party desires to purchase all or any part of said joint property, the joint property shall be appraised (providing said Houston & Jones can not agree on a price) by three disinterested appraisers, one chosen by F. B. Houston and one by John Jones, and the two thus chosen shall choose a third. The decision of these three shall be final and binding. If both parties desire the same property at its appraised value, or if neither party desires any of the appraised property at its appraised value, then the same shall be sold at public auction.

Sec. 261. *Accounts and Inventory—Weekly Report.* Books of account in which shall be entered from time to time as they occur all items of expense and any items connected with the farming business shall appear and a complete inventory of all joint property belonging to the said Houston & Jones shall be entered, showing the increase and decrease or what disposition was made of same. Also a weekly report shall be rendered The Houston Farm Co. of labor, expenses of crops and cost of feeding of cattle and hogs, etc.

Checking Up Books—Monthly Payments. Said books are to be checked up each month by F. B. Houston or agent; all interest on money borrowed from F. B. Houston, President of The Houston Farm Co., shall be paid monthly.

Sec. 262. *Joint Note for Rent.* A joint note for the rent of land shall be given to F. B. Houston, President of The Houston

Farm Co., for rent of land as also for any other indebtedness to The Houston Farm Co. The net proceeds of each monthly settlement shall be paid or endorsed on said notes.

Sec. 263. *Deposit of Proceeds—Payments to be Made by Order or Check.* Said Houston & Jones agree that the proceeds of sales and revenues of said farming business shall be deposited in the Houston Bank at South Charleston, Ohio, and all payment for expenses and stock, etc., shall be made by an order or check on the said The Houston Bank of South Charleston, Ohio, showing for what said check was given at the said The Houston Bank of South Charleston, Ohio.

Sec. 264. *Cows, Poultry—If Marketed.* Sufficient cows for furnishing milk and butter for family use shall also be provided jointly and enough feed for poultry for the family use shall be provided. Fruit raised on the farm shall be for the use of the family. Any part of the above marketed shall become proceeds of said farming business.

Sec. 265. *Hogs and Horses to be Immune—Special Care of Stock.* All hogs are to be immuned. Young pigs are to be immuned before they are a month old. Horses to be immuned in early spring to avoid distemper. Special care is to be taken of stock, and should same become sick, a veterinarian is to be called.

Sec. 266. *No Assignment of Contract—How Contract May be Terminated.* This contract is personal and shall not be assigned or sublet. In the event that either of the parties hereto shall fail to faithfully keep and perform the several stipulations and conditions of this contract by them respectively to be kept and performed, or if the said F. B. Houston, President of The Houston Farm Co., shall become dissatisfied about the management of said farm or the conduct of said business, then F. B. Houston, President of The Houston Farm Co., and F. B. Houston, a joint partner of said farming business, shall have the right to terminate this lease and contract within thirty days' notice of his desire to do so, and the said John Jones shall thereupon, without further notice, vacate said premises.

Sec. 267. *Changes; Large Purchases; Debts Contracted.* Any change in the mode of farming or any large purchases, contracts for future, shall be considered jointly and agreed upon.

No debts shall be contracted by the said John Jones, for which said Houston & Jones may be liable to pay without express consent in writing of F. B. Houston.

Going Security. It is hereby agreed between F. B. Houston and John Jones that said John Jones will not place his name on any one's paper or note or go security in any way.

Sec. 268. *Yard, Barnyards and Farm; Pasture and Stubble.* F. B. Houston and John Jones agree to keep the yard and barn lots in a neat condition and as well as the balance of the farm, and to cut all pastures and stubble fields each fall.

Meals on Farm. All meals furnished on the farm by tenants for labor of farming business or labor furnished by The Houston Farm Co. shall be 20 cents a meal, or \$18.00 per month.

Term. This contract is in effect from March 1, 1915, to March 1, 1920.

Sec. 269. In a letter to the author, Mr. F. B. Houston wrote: "Owing to the Xmas rush we could not mail you copy of the farm contract at the early date we had expected to. We buy for over 200 tenants, etc., so you see it is a very busy time for us."

May not the generous Xmas spirit of this company have much to do with the success of the system?

Sec. 270. The following comment on the Houston system is from an article which appeared in the *Ohio Farmer*, written by Mr. M. E. Laird, Greene County, Ohio, one of the tenants:

"As soon as the lease is signed, the company opens an account with the partners. The tenants check on this account for all business operations. Interest is computed on the average daily balance until the first of each month, when a note is given to cover all indebtedness.

"It is agreed that the president of the company may terminate the lease within thirty days of his notice, should he desire to do so, in case of mismanagement or of failure of the tenant to keep the provisions of the contract.

“These two contracts should give one an idea of how the business is conducted, and what each party has at stake. The tenant puts in his time and managing ability with the land and money of the landowner for one-half the net proceeds of the business, plus a small salary, and has practically no cash investment. The farm company gets the rent of the land and interest on the money loaned for operating expenses, and the president of the company, as a partner with the tenant, gets one-half the net proceeds for his advisory and managerial work.

“The advantages of this plan for the tenant are, mainly, that he has practically no capital invested personally, and by being in partnership with the president of the company, a greater interest is taken by the landowner to see that the farm is kept in good condition and run in a businesslike manner. Then, too, he is not handicapped by lack of capital for carrying on the business, as is the cash renter or grain renter at certain times.

“For the farm company, the funds derived from the interest on money loaned for operating the business go back into the business for improvements and upkeep, and the rent returns them interest on the money invested in the land. In this way the farms are being built up all the time and becoming more valuable instead of being skinned and going to rack and ruin, as is often the case with rented lands. The raising of good stock is encouraged, with rotation of crops and the use of proper fertilizers. It is the opinion of the writer that a better satisfied group of tenants, living on farms as well taken care of, and yielding good returns to the landowner can not be found anywhere.”—M. E. LAIRD, Greene County, Ohio.

Comment by the editors of the *Ohio Farmer*: Note.—Mr. Laird is one of the parties to such a contract. It should also be stated that this system requires considerable capital aside from that invested in the land and improvements.—The Editors.

A system somewhat similar to the one above given has been in use by a farm manager of a number of farms in Champaign County, Ohio. The manager briefly outlines it as follows:

“My contract is very simple. I go partnership with my tenants. Then we rent a farm of _____ (himself) for cash rent. We own everything in partnership, pay all help and buy and sell everything with a partnership check, so that our accounts are

all kept by the bank and we have not used a book ourselves in thirty years.

“The man who stays and works on the farm is allowed \$300 cash per year, paid by partnership check, and naturally has a house to live in, and keeps a cow or two and a horse on the joint feed and pasture. Farms I run this way will average about 700 acres each.

_____ (himself) takes the partnership notes for the cash payments divided into three payments. Every year we have made some money over the cash rent; so we divide, not all, but a part of our profits by check equally. So long as the same tenant stays we never settle. One partnership has run thirty years and has accumulated \$15,000 surplus in stock.”

COMBINATION SHARE-CASH LEASE USED BY THE TRUSTEES OF THE HIRAM SIBLEY ESTATE.

For Farms Comprising Several Thousand Acres of Land in Illinois—Rent to be Paid in Share of Crops and \$5 an Acre for Pasture.

Sec. 271. *Description of Land—Period of Lease.* This Indenture, made and entered into this first day of March, A. D. 191____, between the Trustees of the Estate of Hiram Sibley, parties of the first part, and _____, party of the second part: Witnesseth, That the parties of the first part have this day demised, leased and to farm let, and by these presents do demise, lease and to farm let to the parties of the second part, the following described land situated in the County of Ford, and State of Illinois: The _____ quarter of Section _____, in Town _____ North, Range _____, east of the Third Principal Meridian. To Have and to Hold the same to said party of the second part for one year, commencing on the first day of March, 191____, for and during and until the first day of March, 191____.

Sec. 272. *Rent Share of Crops.* And the party of the second part covenants with the parties of the first part to pay as rent for said premises one-half ($\frac{1}{2}$) part of the corn, two-fifths ($\frac{2}{5}$) part of the oats and other small grain and one-half ($\frac{1}{2}$) part of all kinds of straw raised or grown upon said premises.

Labor, etc., by Tenant. The said party of the second part agrees to furnish all necessary teams, implements, seed and labor to properly prepare and cultivate said land, and all crops thereon, in extra good and farmer-like manner; to put in said crops in good order as early as the season will admit; to harvest said crops as soon as they are sufficiently matured; and to promptly deliver the rent share thereof to said party of the first part in such manner and at such times as hereinafter specified.

Sec. 273. *Acreage and Kind of Crops.* The party of the second part hereby covenants to farm _____ acres in corn, _____ acres in oats, _____ acres in pasture and lots, _____ acres in _____, and further agrees to sow _____ acres of the oats land in red clover, each party to furnish one-half ($\frac{1}{2}$) the clover seed.

Planting and Cultivation of Corn. Corn to be planted in check rows on land to be prepared as party of the first part may direct, and to be cultivated at least three times, twice the way the corn was planted and once crosswise, during the proper season.

Manner and Time of Delivery of Rent Corn. The said party of the second part hereby covenants and agrees that he will deliver the rent share of the corn, as stated above, to said party of the first part in crib at Sibley Station, Ford County, Illinois, clean husked and in good condition, and before any other share part or portion of said crop shall have been gathered, and to complete delivery of said rent portion before the first day of January, 19___, and to remove from the fields the remainder of said corn crop before the first day of February, 19___, and that he, the said party of the second part, shall divide said crop of corn by the rows as standing in the field in a just, fair and equitable manner. Twenty-four (24) rows for rent share and twenty-four (24) rows for tenant's share. The counting and laying out of the rent rows and the tenant's rows shall be done before the fifteenth day of October, 19___, and the tenant's rows shall be marked by cutting out four (4) or more hills of each row on one end of the tenant's share.

Sec. 274. *Harvesting and Delivery of Seed, Small Grain, Straw.* The said party of the second part agrees to properly

shock on said premises all small grain as soon as sufficiently dry after being cut, and at his own expense to thresh the same before the first day of October, 19—, and to divide said oats at the threshing machine, using tallies furnished by party of the first part, and to deliver the rent portion to said party of the first part, at Sibley, Illinois, and to properly stack the rent share of the straw as it comes from the threshing machine. Also to stack in good manner on said premises, as directed, the rent portion of hay grown thereon, party of the second part not to sell or otherwise dispose of any of the straw grown on said land.

Ditches to be Cleaned. All open ditches to be cleaned out by the party of the second part, with team and scraper, when directed by said first party. All willows or other trees or shrubs growing in open ditches to be dug out by the party of the second part. All tile outlets to be kept open and in repair by said second party.

Weeds in Highways to be Mowed. The said party of the second part to mow all weeds on highways adjoining said premises, to the center of the traveled road, during the first ten days of the month of September, 19—, such mowing to be done upon that side of said highways as adjoins said land.

Sec. 275. *First Party may Plow Stubble Ground—Right of Entry Reserved.* The said party of the first part also reserves the privilege of plowing the stubble or stalk ground on said premises when said party of the second part may have secured the crops or grain grown thereon, and may enter on said premises at any time for purposes of improvement, or for any reasonable purpose which said first party may deem proper, and unless otherwise agreed in a written contract, the use of the stalk and stubble ground shall belong to and be vested in the said first parties, or be at their disposal as they may deem most advantageous to their interests.

Meadows and Pastures not to be Plowed. And further it is agreed, that no meadows or pastures or clover stubble shall be plowed or broken up during the term of this lease without the written consent of said first parties.

Burrs and Weeds to be Destroyed, Hedges, etc., Kept Clear, Manure to be Spread, etc., Delivery of Possession without Notice.

The said party of the second part agrees to keep said premises free from burrs, Canada thistles, bull nettles, burdock and other noxious weeds, by pulling out and destroying all such weeds before the 20th day of August, 19___; to properly cut or trim during June and August and have in good condition on September 1st the hedges belonging to said land, and pile and burn all brush resulting therefrom; to keep clear of weeds and trash all hedges, turn rows and ditches on the said land; to spread when and where directed all manure that may accumulate on said premises; to keep in good repair all fences and outbuildings on said premises; to properly care for all hedges, trees and shrubbery of all kinds, and to deliver the free and full possession of said premises (with fences, buildings and other appurtenances therewith belonging, in as good condition as when received, except the natural wear from careful usage and the elements) to said parties of the first part, their successors or assigns, on the first day of March, A. D. 19___, without any further demand or notice.

Sec. 276. *Not to Sublet—Stock Confined—Clover.* It is especially covenanted and agreed that the said party of the second part shall not sublet said premises, or any part thereof, without the written consent of the parties of the first part. The party of the second part also covenants that no live stock of any character shall be permitted to run at large on said premises, nor be turned into said premises, except within a properly enclosed pasture, and said party of the second part further agrees to pay in cash, on or before September 1st, 19___, _____ to said parties of the first part the sum of Five Dollars (\$5.00) per acre for enclosed pasture and for all parts of said premises from which the stipulated share rent is not received, and land sown to clover is to remain until second year and not any clover land is to be grazed. Not to exceed four acres may be cut for hay on second year clover at \$5.00 per acre cash rental, and any clover seed to be half landlords and half tenants, each to pay half the hulling. Second year clover to be cut by party of the second part when directed by said first party.

Sec. 277. Pasture Rent. All cash payments of rent to draw interest at the rate of seven per cent. per annum after the date when due until paid.

Material to be Hauled. All materials for improvements of any kind to be hauled at the expense of second party, and no claim for labor or for materials will be recognized by first parties, excepting as agreed in writing, to be endorsed on this lease.

It is understood and agreed that no buildings or sheds of any kind shall be attached to buildings belonging to parties of the first part without the consent of said first parties.

Sec. 278. Lien for Rent. The party of the second part covenants and agrees that the parties of the first part shall have a first lien and claim on all the products of said land, during said term, to secure the payment of said rent, and the taking or giving of any notes or other security for said rent shall in no wise affect said lien, but shall be taken and considered as additional security to said landlord's lien.

Sec. 279. Premises to Revert to First Party in Case of Abandonment. And it is further understood and agreed, that if party of second part shall abandon said premises, or shall fail, from any cause, to comply with all his agreements herein, the said parties of the first part may at any time, when such abandonment or failure occurs, take actual possession of said premises and buildings thereon, which said party of the second part agrees to surrender, and said first parties may employ other persons to tend said crop and harvest or gather the same and may remove and sell the same at public or private sale and apply the proceeds thereof to the expense and cost of carrying out the provisions of this lease and the payment of said rent hereby reserved, and all advances, and if the proceeds of the crops as aforesaid shall not be sufficient to repay said first parties all the money so expended, the said party of the second part agrees to refund to said parties of the first part such deficiency on demand out of any other property belonging to the said second party.

Sec. 280. First Party may Terminate Lease by Default. And it is further expressly agreed between the parties hereto, that if any default shall be made of any of the covenants and

agreements herein contained to be kept by party of second part, this lease shall at the election of the parties of the first part be null and void.

Superintendence of Farm Work. And it is further understood and agreed, that all the farm work on said premises during said term shall be under the direction and supervision of the parties of the first part, their agent or superintendent, _____.

Sec. 281. The cost of all seed or grain for feed furnished by first parties is to be considered as advances, and added to the rent herein reserved.

Consideration. All the foregoing covenants and agreements on the part of said party of the second part, form the consideration of this lease, and together constitute the rent herein reserved.

Witness the hands and seals of the parties aforesaid the day and year first above written.

_____ [SEAL.]
 _____ [SEAL.]
 _____ [SEAL.]
 _____ [SEAL.]
 _____ [SEAL.]

Witness:

CONTRACT; LIBERAL—IOWA.

“Share-Plan” Lease for Crop and Dairy Farming.

(Furnished by the United States Department of Agriculture.)

Sec. 282. Made this 28th day of February, A. D. 19___, and between _____, _____ County, Iowa, lessor, and _____, _____ County, lessee. Witnesseth:

Description of Land. That said lessor has this day leased to said lessee, their heirs and assigns, the following land, to-wit: _____ acres.

Kind of Farming—Length of Lease. This leasing arrangement is known as “Share Plan” and the premises to be used as grain, stock and dairy farm principally for the term of _____ years, term commencing March 1st, 19___, and ending March 1st, 19___, on the following terms and conditions:

Both lessor and lessee taken together will go by the firm name of _____.

The following will be furnished and shared by:

Sec. 283. *Lessor* will furnish above described farm, including the improvements thereon and material for needed repairs and improvements.

Sec. 284. *Lessee* will furnish all the machinery, tools, harness and do all work and hire and pay all help necessary to properly care for the crops and stock on premises above described. Will also furnish coal for threshing, make all repairs and improvements where skilled labor is not required, and will haul all material to the farm and will board extra help. Lessee is to deliver to market all produce, all free of cost to lessor. Lessee also agrees to plant and care for one acre, or more, of potatoes. Can have reasonable amount of land for garden and potatoes, milk, poultry and eggs for family use only.

Sec. 285. _____ & Co. will furnish all the live stock, consisting of horses, cattle, hogs and sheep. There shall be twenty cows or more kept on the farm. Will furnish poultry, seed grain, corn, grass seed, feed, salt, one separator and one manure spreader. Will pay service fees, taxes, insurance, expense of repairs to windmill and waterworks, also all expense of twine and threshing bill. For hauling milk and cream when not hauled by lessee. Milk and cream checks to be divided by purchases. Each shall share equally in all the proceeds from the sale of stock, grain, produce, etc., from the farm. The butter used by each to be taken out of their one-half. Proceeds from the sale of potatoes, poultry, eggs, all fruit on farm to be half and half, each to gather their own share. All business of _____ & Co. in the way of payments and receipts shall be through the _____ Bank of _____.

Sec. 286. *Noxious Weeds to be Destroyed.* Lessee further covenants and agrees that he will farm said land in a good farm-like and workmanlike manner; that he will commit no waste nor suffer injury to be done to the premises; that he will allow no noxious weeds to go to seed on said premises, but will

destroy the same, and will keep the weeds and grass cut in the roads adjoining the land.

Sec. 287. *Manure to be Scattered Where Most Needed.* That he will draw out and scatter on said premises on or before December 1st of each year, where most needed, all manure being and made on said premises up to December 1st next preceding the end of the term, and that in default of so drawing out and scattering manure he will allow and pay to lessor as further rent the sum of \$_____ for each year that such default shall occur.

Sec. 288. *Acres to be Left Plowed.* That he will leave as many acres plowed on said premises at the end of his term as he finds plowed when he takes possession, and in default of so doing, he will pay to lessor \$1.50 an acre for each acre short of such number.

Sec. 289. *Care of Premises—Assignment and Subletting.* That he will keep the buildings, fences and other improvements on said premises in as good repair and condition as the same are when he goes into possession, or as good as they may be put in during said term; that he will not assign his lease or sublet any part of said premises without the written consent of lessor first had; that he will not bring mortgaged property on said premises without the consent of said lessor; that he will not sell or remove any of the crop from said premises without the consent of lessor.

Sec. 290. *Surrender Possession in Case of Default or at End of Lease.* That in case he shall, from any cause, neglect, refuse or be unable to properly prepare said land, sow, plant, cultivate, harvest or care for any and all crops to be raised on said land, said lessor, his agents, heirs or assigns, may enter upon said premises and take possession thereof and of the crops growing or being thereon, and properly care for the same and sell the same, and the proceeds remaining after payment of the rents, costs and expense and damages shall go to lessee; that he will surrender possession of the stubble land, for the purpose of plowing, in the fall preceding the termination of this lease, as

soon as the crop has been removed from the same; that he will surrender possession of said premises at the end of the term, or sooner termination thereof, and if immediate possession be not given, that he will pay lessor, or assigns, the sum of \$10.00 for each and every day possession is thus withheld as liquidated damages for non-surrender.

Sec. 291. *Lien on Property of Lessee for Amount Due Lessor.* That a failure to keep and perform any of the agreements hereinbefore mentioned shall at the option of said lessor, or assigns, operate as a forfeiture of this lease and terminate the term, and lessor may take possession of the premises at once without process of law, or he may bring an action at law for possession, said lessee being, from the date of such failure, a tenant holding over after the expiration of his term; that in consideration of this lease and the agreements herein contained on the part of the lessor, said lessee covenants and agrees to pay said rent and keep and perform the agreements hereinbefore set forth, hereby covenanting that said rents, as well as other moneys due from him to said lessor for plowing or damages, or otherwise, shall be and hereby is declared and made a perpetual lien on any and all crops, stock and other personal property of lessee at any time kept, had or used on said premises, whether the same are exempt from execution or not, such lien to attach from the commencement of the term.

Sec. 292. *Lessor's Right of Entry at Any Time.* Said lessor reserves the right to himself, his employes, or assigns to enter upon said premises at any time for the purpose of viewing the same or making repairs or improvements thereon, the same not to interfere with the occupancy of the lessee; and reserves the right to himself or agent to enter upon said premises for the purpose of plowing the stubble land, from which the crops shall have been removed, in the fall preceding the termination of this lease.

Sec. 293. *How Division Shall be Made at End of Lease.* At the end of the term of this lease an accounting shall be had between the respective parties hereto, and the produce, stock, etc., upon said farm belonging to _____ & Co. shall be equally

divided, and if a proper settlement can not be made in this way, all parties hereto agree to having a public sale on the premises for the purpose of dissolution. After all debts of _____ & Co. and the expenses of having the sale are paid, the proceeds to be equally divided.

Sec. 294. Liability of Each Party. Neither party shall have the right to bind the other by any contract outside the scope of this agreement, or by any purchases made within the scope of this agreement except with the consent of the other.

Signed _____

(See Sec. 16.)

The above contract is similar to a dozen or more contracts which are now in use in the vicinity of Hudson, Iowa. For more than a decade this type of contract has remained about the same and continues to meet the approval of both landlords and tenants.

IOWA—CONSERVATIVE.

Share Lease for Stock and Grain Farming.

(Furnished by the United States Department of Agriculture.)

Sec. 298. Date—Parties. This Indenture made and entered into this 19th day of August, 1909, by and between _____, party of the first part, lessor, and _____, party of the second part, lessee. Witnesseth:

Description of Farm. That the first party, in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by the second party, has leased and does by these presents rent and lease unto the second party, the following described real estate situated in the county of Sac and State of Iowa, to-wit:

The South East Quarter (SE $\frac{1}{4}$) of Section Eight (8) and the South West Quarter (SW $\frac{1}{4}$) of Section Nine (9) in Township Eighty-eight (88) North Range Thirty-six (36) West of the 5th P. M. in Sac County, Iowa, containing Three hundred twenty (320) acres.

Term. To have and to hold the said premises unto said second party from the first day of March, 1910, to the first day of March, 1913, being a term of three years.

Sec. 299. *What First Party Furnishes.* The first party will furnish one-half of all seed grain to be sown on said farm during the period of this lease. He will furnish one-half of the feed which may be bought for feeding the cattle and hogs which are owned in common by the parties hereto **[Sec. 300]** and if it should become necessary to hire pasture land for the stock of the parties, each party shall pay for one-half of same. The first party will furnish **[Sec. 301]** all posts, wire and fencing material that may be needed upon said premises during said term, either for repairing the fences now on said land or for building new fences.

Sec. 302. *What Second Party Agrees to Do and Furnish.* The second party agrees to plow, sow, plant, cultivate and till said land in good workmanlike manner and in good season and to allow no weeds of a noxious character to go to seed thereon, and especially to allow no cockle burrs to go to seed and to harvest **[Sec. 303]** all crops in their proper season and without waste; to thresh **[Sec. 304]** all small grain at his own expense exclusively and store the same and market the same or any part thereof, without expense to the first party at such time or times as the parties hereto may mutually agree upon; **[Sec. 305]** to furnish all labor that may be required in properly conducting said farm and for the crops raised thereon and caring for, feeding and marketing all live stock upon said farm as hereinafter mentioned; **[Sec. 306]** to haul all material used upon said farm for repairing or building fences or repairing buildings which may be furnished by the first party and to do all labor in connection with the repairing and building of fences and the repairing of buildings which may be needed in the operation of said farm upon the plan contemplated in this agreement; **[Sec. 307]** to furnish all teams, harness, implements and machinery necessary to the proper conduct of said farm and care of crops and stock in every way and generally to do all labor which in any manner pertains to the business contemplated in this agreement.

Sec. 308. *Restriction of the Number of Cows and Work Horses the Tenant Shall Keep and the Division of Their In-*

crease. The lessee may keep and own not to exceed eight head of work horses and no other horses, except by consent of first party. In case colts are raised on said farm, the lessor shall have a half interest in the same and shall pay one-half the stallion service. The lessee shall have a right to keep on said premises two cows for his own exclusive use and in which the lessor shall have no interest, but the increase of the same shall belong to the parties hereto, each owning a half interest therein.

Sec. 309. *Agreement Concerning the Destruction of Weeds, Breaking Up of Sod and Seeding Down of Land.* The lessee shall mow the road adjacent to said farm and fence rows by the 15th day of August each year. **[Sec. 310]** He shall seed down forty acres of land each year and break up from sod the same number of acres, the land to be so seeded down and broken up to be designated by the lessor.

Sec. 311. *Number, Sale and Purchase of Live Stock Held in Common.* The parties to this agreement shall furnish the usual and ordinary amount of cattle and swine that should be kept on said farm, each furnishing one-half in value of the same, which shall be owned in common, each an undivided one-half interest therein; **[Sec. 312]** no cows shall be kept except as hereinbefore provided (*i. e.*, only two). Said stock shall be kept on said premises and such of said stock as the parties may agree upon from time to time, shall be fattened and sold at such times as may be agreed upon, **[Sec. 313]** but nothing shall be bought or sold except by the mutual agreement of the parties hereto.

Sec. 314. *When Stock or Crop Products are Sold and How the Money is to be Divided—Proceeds—Feeding.* Whenever any cattle, hogs, grain, corn, hay or any other product of said farm shall be sold, the proceeds shall be equally divided between the parties, or if agreed upon, it may be again invested in other stock, grain or material for the common use and benefit of the parties. All of said stock shall be fed from the common produce of said farm and such feed as may from time to time be purchased by the parties.

Sec. 315. *How Final Settlement Shall be Made.* At the expiration of this lease all produce of said farm and all property owned at that time in common by the parties shall be equally divided between them, or be sold, and the proceeds be divided or part sold and part divided as they may agree, but if they shall fail to agree at that time upon a sale or division of said property, then each shall select **[Sec. 316]** a referee or arbitrator, who, if unable to agree, shall select another and they three shall make such division of said property as to them shall seem equitable, giving each party one-half of the same.

Sec. 317. *Restriction Concerning Number of Poultry and Distribution of all Farm Manure.* The second party shall have a right to keep not to exceed one hundred hens on said place for his exclusive use, but shall keep no other poultry of any kind; **[Sec. 318]** he shall haul out all the manure on said farm at the time of taking possession and all that shall accumulate thereon up to the first day of November 1912.

Sec. 319. *Lessor Reserves Right of Entering Land.* The lessor reserves the right to enter said land to make improvements thereon and to plow and till the same after the crops are harvested.

Sec. 320. *Prompt Delivery of Property in Good Condition.* At the expiration of said term, said lessee shall peaceably surrender and yield up said rented premises, with appurtenances unto said lessor in as good order and repair as the same are now, reasonable wear and tear and casualties which may happen by fire or otherwise only excepted, **[Sec. 321]** and to forfeit and pay the sum of ten dollars per day for each and every day which said land shall be held beyond the expiration of this lease.

Sec. 322. *Subletting Forbidden.* The lessee covenants with said lessor that he will not release or sublet said premises or any part thereof without the written consent of the lessor.

Sec. 323. *Indemnity Clause in Case of Default to Carry Out Agreements.* In case the lessee shall fail to perform his agreements or any of them herein contained, then the first party shall

have a right to hire any person or persons he may see fit to perform the agreements of the second party and all expense incident thereto, shall be charged up against the share of the second party and paid out of the same [Sec. 324] or the first party, in case of a violation of the terms of this agreement by the second party, shall have a right to cancel this lease and agreement for the remaining year or years after such violation. [Sec. 325] In case the second party shall fail to keep down the cockle burs that may grow on said farm and fail to prevent them from going to seed the first party may employ any person or persons he may see fit to mow or plow the land where the same may grow or to weed out from growing crops such cockle burs, and the expense of such labor shall be charged against the second party and taken out of his share or interest in the property owned in common.

KENTUCKY LEASE.

A Combination of Shares and Cash for Grain, Hay and Tobacco Farming—\$300 for Dwelling House and Pasture.

(Furnished by the Department of Agriculture, Kentucky State College.)

Sec. 326. This agreement made and entered into this 6th day of November, 1909, between J. E. Phelps, party of the first part, and J. H. Tucker, party of the second part, Witnesseth:

That in consideration of the agreement of the party of the second part as hereinafter set out, the said J. E. Phelps, of the first part, hereby leases to the second party for the term beginning March 1st, 1910, and ending March 1st, 1911, a tract of land known as the J. C. Wallace Farm, lying in Fayette County, Kentucky, on the Greenwich Road, containing about two hundred (200) acres, more or less, together with the buildings thereon, reserving, however, for the use of the first party one corn crib.

Sec. 327. Said J. H. Tucker, of the second part, is consideration of said lease, agrees to take possession of said farm at said time and cultivate the crops thereon upon the following terms and conditions:

To prepare the ground, furnish seed, sow, cut, thrash and deliver to market the crop of wheat and straw to be grown upon about fifty (50) acres of said land, the wheat and straw to be sold, and the proceeds to be equally divided between the first and second parties. First and second parties are to have the grazing of the wheat ground from which said wheat is cut. The second party is to see that all stock grazed gets water without extra charges.

Sec. 328. Second party further agrees to cut, stack and deliver to market the hay grown upon about sixty-five (65) acres, now in meadow, and upon the sale of said hay the proceeds are to be equally divided between first and second parties, and after the hay is cut first party is to have use of the ground. In case there should not be a sufficient stand of hay, the first and second parties must agree between themselves what should be done with the ground later.

Sec. 329. Said party of the second part agrees to plant about fifty-five (55) acres of said land in corn and to cultivate the same in a proper and workmanlike manner; to cut said corn, shuck it and deliver first party's part in the crib on said farm. If delivered to neighbor's crib no extra charges are to be made, but if delivered to further market, first party agrees to pay a reasonable compensation for said difference in hauling. Second party is to receive all fodder.

Sec. 330. Second party further agrees to furnish seed, sow, cut, stack and break out and deliver into market a crop of hemp, to be grown on about fifteen (15) acres of said land. Hemp to be sold and money to be divided as follows: First party is to receive two-fifths (2-5) and second party is to receive three-fifths (3-5). In case first and second parties should agree to put part or all of said ground in potatoes, first party agrees to furnish one-half ($\frac{1}{2}$) of the seed potatoes and second party is to furnish the remaining one-half ($\frac{1}{2}$), plant, cultivate, dig and deliver into market said potatoes, and the proceeds to be equally divided between first and second parties.

Sec. 331. Said second party further agrees to plant and cultivate a crop of tobacco on about ten (10) acres of land, provided first party is able to secure barn room and sticks to house said tobacco, for which he is to furnish same, without any additional cost to second party. Second party further agrees to plant said tobacco in proper time, to cultivate it in a proper and workmanlike manner and do everything that is necessary and proper for the raising and curing of said tobacco; to strip it and deliver it into market, where it is to be sold by the first and second parties jointly and the proceeds equally divided between them. First party agrees to pay second party ten per cent. of his net proceeds of tobacco. Said second party agrees to furnish all labor and pay all expenses in connection with the raising of said tobacco crop.

Sec. 332. Said second party further agrees to pay said first party the sum of three hundred (\$300.00) dollars, as rent for the dwelling house and all blue grass land, containing about thirty (30) acres, more or less. One-half ($\frac{1}{2}$) of the three hundred (\$300.00) dollars is to be payable out of second party's interest in the wheat when sold, and the remaining one-half ($\frac{1}{2}$) out of his interest in the remaining crops grown on said farm, when sold.

Sec. 333. It is further agreed between said parties that in the event second party shall fail to cultivate and handle in a proper and suitable and workmanlike manner, said crops, or any part of said crops, then, in such event said first party shall have the right to enter upon and take possession of the land upon which said crops are growing or are to be cultivated, or of the crops themselves, in case they have been severed, and to furnish labor or whatever is necessary for the purpose of further raising, caring for and delivering said crops, and to charge the expense of any such labor or cost to second party, and deduct the same from his one-half ($\frac{1}{2}$) interest in the proceeds of said crops.

[Sec. 334] Said second party further agrees to take good care of said premises and fences, and all buildings thereon and return them to first party at the expiration of said lease in as good condition as when received, reasonable wear and tear excepted,

[Sec. 335] and further agrees, without notice, to deliver to

first party the possession of so much of said land as is above stipulated to be surrendered when the crops are cut therefrom, and to surrender the remaining portion of said land at the termination of this lease.

Sec. 336. Second party further agrees not to allow any hogs to run at large on said farm, without being properly rung, and also keep all weeds cut.

First party reserves the right for himself or any other party he may select to plow and sow any part of said ground in small grain in the fall of 1910.

In testimony whereof, the parties of the first and second part have hereunto set their hands this 6th day of November, 1909.

Signed,

First party, _____.

Second party, _____.

A SYSTEM OF TENANT FARMING IN MARYLAND ON FARMS COMPRISING A LARGE ESTATE.

(From "A System of Tenant Farming and Its Results," by J. W. Frolley, Assistant Agriculturist, and E. Beaman Smith, Agriculturist, Bureau of Plant Industry, U. S. Department of Agriculture.)

Sec. 337. *Share Rent.* This estate includes fifty-six farms operated by fifty-six tenants. The contracts are alike. The system is in most respects like the plan in Ohio of renting grain rent on the halves. In the division of the returns the tenant gets one-half of the grain crops. He also receives *all* of the hay, straw and stover *if fed on the place*. But if he *sells* the hay he receives only *one-half* of the sale price. It is thus greatly to his advantage to feed all the hay, straw and stover to live stock on the place.

Sec. 338. Two cropping systems are followed, the four-field system and the five-field system. By the four-field system all the cultivated land is divided as nearly as may be into four fields of equal size and a rotation followed of (1) corn, (2) wheat, (3) clover and grass, and (4) wheat. The second crop of wheat in the rotation is sown to clover, which is plowed down the following spring for corn. The fifth year corn follows wheat and the rotation is repeated.

But the five-field cropping system is more popular with the tenants. Fifty farms on the estate follow it. The rotation by the five-field system is as follows: (1) corn, (2) wheat seeded to clover, (3) clover for hay or pasture, (4) wheat, and (5) clover for hay or pasture. This pasture is again followed by corn and the rotation repeated. It will be noted that the five-field system differs from the four-field system in having an additional field of clover for either hay or pasture. This is one reason why the five-field system is more popular with the tenants, since it gives them more hay and pasture for their stock. The plan always promotes the feeding of live stock and tends to maintain the fertility of the soil.

Sec. 339. The contract is drawn up for one year, but is usually renewed year after year for many years.

Tenants on this estate have found it profitable to operate farms under this system throughout a period of thirty years. Many owners of farms lease their farms to others and stay on this estate because of the liberality of the contract.

The terms of rental are for one year, and, if mutually satisfactory, the lease is continued in force.

Sec. 340. The distinctive features of the system are summarized as follows:

1. "The tenant is well provided with a comfortable house and with barns and other outbuildings.
2. "He is encouraged to keep live stock and is supplied with equipment for fencing and shelter.
3. "He is given all the roughage when he feeds it, but only half when he sells it, thus making it to his interest to feed stock and return the manure to the land.
4. "He is under contract to use on certain crops fixed quantities of fertilizers of a specified formula. The quality of this fertilizer is guaranteed by the estate.
5. "He must sow a given quantity of clover seed each year. This is to his advantage, as he gets the crop either for pasture or for hay, and, in addition, he receives the benefit of it as a soil renovator. To their own disadvantage many farm owners neglect to sow clover when the price of seed is high or for other

reasons. Under this tenant system such neglect is made impossible without violating the contract. Herein is one advantage this system may have over systems usually followed by owners.

6. "He takes an interest in the farm on account of his belief in the fairness of the contract and in the permanency of his tenure."

SYSTEMS OF LEASING FARMS IN MISSOURI DESCRIBED.

Sec. 341. The following is from a letter written by O. R. Johnson, Assistant Professor of Farm Management of the Missouri Agricultural College:

Cash System. "In renting land for cash, if the entire farm is concerned, the rate is usually so much per acre, irrespective of what crops are grown, depending on the productivity of the land.

Sec. 342. "Land that produces from forty to fifty bushels of corn in this state will rent for about \$5.00 per acre. The same land, if rented for hay or pasture, will usually be rented for a little less than this—usually about \$3.50 per acre. I may say that very little land in this section is rented in this way, practically all being rented on shares except pasture land.

Sec. 343. *Share—Cash System.* "In renting for shares and cash combined, the tenant will usually give two-fifths of the corn in the crib. The stalks belong to the tenant to be fed on the farm. With small grain, if the tenant furnishes seed and pays for all threshing, he will usually give one-third of the grain. The straw belongs to him. With hay crops he will usually give the owner one-half the crop after it is harvested. In renting pasture land in connection with grain land, the tenant will usually pay anywhere from \$2.00 to \$4.00 per acre for the pasture. The commonest method of renting such land is to rent building block and pasture land for a lump sum, which will usually amount to about \$2.50 to \$3.00 per acre. In regard to sowing cane or millet, this is usually done by special agreement between the tenant and owner.

Sec. 344. *Share Rent—Privilege—Repairs.* "Where the tenant rents the crop land on shares, the building block, including

orchard and garden, is usually rented for a cash lump sum. This cash consideration will depend, of course, on the value of the buildings and improvements. Ordinarily it will amount to about \$8.00 to \$10.00 per month for these buildings. The farm owner will usually buy all repairs for these buildings and fences. The labor for small repairs is usually furnished by the tenant. If the repair is in the way of painting, where it requires special labor, the owner usually furnishes this.

Sec. 345. *Fertilizers—Bone Meal or Rock Phosphate—Applied Free of Charge.* “The division of expenses in using fertilizers is usually dependent on the time of lease. Where the lease is for a year, the expenses of commercial fertilizer is usually divided equally between the owner and tenant, the tenant applying the fertilizer. The cost of applying farm manure to fields will depend on the wages of labor and on the distance the manure must be hauled. Our records have shown that with a manure spreader and hauling the manure a distance of one-fourth mile, the cost will be about fifty cents per load of sixty bushels. Bone meal or rock phosphate are usually applied when the crop is planted by means of a fertilizer attachment, so that the cost here is very small. The tenant will usually be glad to apply any fertilizer purchased free of charge.

Sec. 346. *Seed for Hay or Grass.* “In the seeding down of hay or grass land, the owner usually furnishes the seed and the tenant does the work. The labor cost of seeding grass land is not very much. Timothy is usually sown with wheat, so practically no time is required to sow this when sowing the wheat. Clover is sown in the spring usually with a hand seeder. A man can sow approximately twenty acres per day, so that you see this cost would not be very heavy.

Sec. 347. *Tenant's Exemptions.* “The Missouri law allows the tenant to retain property to the amount of between \$300.00 and \$500.00. There are certain articles which the law specifically allows the tenant to retain. In addition to these he can keep some live stock, feed, etc. The total value of all property which he can retain will range from \$300.00 to \$500.00.”

Sec. 348. *Pennsylvania.* A reply from a landlord of wide experience in Pennsylvania is as follows:

“* * * Good farms in this state usually grant to tenant one-half of the grain in bushel and hay in mow or stack, the tenant being permitted to pasture on the premises a limited amount of live stock. Tenant pays school and road taxes and other taxes are paid by landlord. Farms that are less desirable pay tenant two-thirds of grain and one-half hay. Taxes and other conditions are same as the better class of farms.” * * *

PENNSYLVANIA LEASE—FOR DAIRY, OTHER LIVE STOCK AND CROP FARMING—TENANT RECEIVES ONE-THIRD.

Lessor Furnishes Everything and Receives Two-thirds, Except of Poultry, Eggs, Potatoes and Fruit.

(Lease furnished by the School of Agriculture and Experiment Station, The Pennsylvania State College. The professor who furnished this lease recommends it as particularly good.)

Secs. 349-350. This agreement made this _____ day of _____, 1914, between _____, lessor, party of the first part, and _____, lessee, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the rentals and covenant hereinafter mentioned, leases his farm situated in _____ Township, _____ County, Pennsylvania, to the party of the second part for the term of one year, beginning on the first day of April, 1915, and ending on the 31st day of March, 1916. **[Sec. 351]** In consideration of the aforesaid lease, the said _____, party of the second part, his heirs, or assigns, shall pay to the party of the first part two-thirds of all money received from the sale of dairy products, hay, grain, cattle, hogs and produce of whatever kind raised on and sold from said farm, except potatoes, poultry, eggs and fruit. **[Sec. 352]** Each party to this agreement shall bear half the expense of seed potatoes when they are bought and the proceeds from the crop shall be divided equally. Both parties are to have potatoes from common stock for use in their families. **[Sec. 353]** Poultry shall belong equally to both parties and may be fed from common stock grown on the farm, but when poultry feed is purchased the cost will be paid equally by both parties. Eggs not used for hatching and surplus poultry are to be sold by the party of the second part and the proceeds equally divided.

[Sec. 354] All fruit shall belong equally to both parties and the proceeds from fruit sold shall be equally divided. The party of the second part is to have suitable ground for a garden in which to grow vegetables for use in his family and produce grown therein shall be his exclusively. **[Sec. 355]** All feed and seeds bought, except potatoes, shall be paid for two-thirds by the party of the first part and one-third by the party of the second part; the cost of grinding feed grown on the farm shall be paid for in the same way when not ground at home. **[Sec. 356]** The party of the first part shall pay for all gasoline and oil used in cutting ensilage and fodder and for grinding feed and to pump water for cooling milk. **[Sec. 357]** It is mutually agreed that the interests of the party of the second part in crops unused or unsold and live stock raised upon the farm during this lease, at the expiration of this lease shall be estimated or appraised at market value on the premises and he shall be paid for the value of such interest.

Sec. 358. The party of the first part is to provide all stock and implements necessary to carry on the farming operations properly. **[Sec. 359]** The party of the second part is to provide and pay for all labor necessary to properly care for the dairy and other live stock and crops, including the thorough preparation of the ground, planting, cultivating and harvesting; he is to plow such fields only as are approved by the party of the first part; he is to keep the fences in good repair and to haul material for building new ones; he is to keep briars and weeds cut from fields, fence rows and roadsides; and to keep the driveways on the farm in good repair and keep outlets and gutters properly opened to prevent washing; he is to take proper care of all implements and keep them under shelter when not actually in use. The party of the second part is to have milk for use in his family but not for butter-making. **[Sec. 360]** The party of the first part reserves the stone house near the Kennett road and the farmhouse and barn near the main entrance for his own use.

Sec. 361. No change shall be made in the usual method of conducting the farm without a conference and agreement be-

tween the parties to this agreement regarding such proposed changes. The party of the second part shall render an itemized account to the party of the first part as soon as possible after the first of each month of all receipts and expenditures for the preceding month and shall make payment at this time of any money due party of the first part.

Sec. 362. The party of the second part may have two hogs from common stock for use in his family. The party of the first part shall provide a dairy of not less than thirty cows; he shall pay for two-thirds of all seeds except potatoes and for two-thirds of all feed; each party is to pay this same proportion of freight or express on milk or cream. Paris green or other poison used on potatoes shall be paid for equally by both parties, and if potatoes are sprayed to prevent disease, the party of the first part will furnish spraying material. **[Sec. 363]** The party of the first part shall pay for all manure and fertilizer bought; he will pay all taxes and fire insurance on buildings, stock and crops; he will provide all necessary fence material and pay for building all new fence. **[Sec. 364]** The party of the second part shall have fire wood needed for use in his home. The party of the first part shall pay the charges for machinery used in threshing and baling and the party of the second part shall pay for all labor required for these operations. If any question should arise that is not covered by this lease and the parties hereto can not agree regarding same, the matter shall be referred to the county agent of the _____ County Farm Bureau for final decision.

In witness thereof, the said parties have hereunto set their hands and seals the day and year aforesaid.

THE McCORMICK LEASE—PENNSYLVANIA.

Sec. 365. The following comment is by the editor of the *National Stockman and Farmer*, Pittsburgh, Pa.:

“One of the most satisfactory tenant farming systems existing in Pennsylvania is that followed by the McCormick Estate at Harrisburg, which owns over thirty farms in the Cumberland

Valley of Pennsylvania. . . . It is not always followed to the letter, as an old, tried tenant on these farms can do pretty much as he pleases after he has established his reputation."

Sec. 366. Comment by Hon. Vance McCormick the trustee of the estate:

"This is practically the same lease used by my grandfather fifty years ago, with certain slight modifications. Its principal features are its simplicity and shortness. We believe that the secret of the success of the farm is in the *personality of the tenant farmer, with the backing and co-operation of the landlord*. Therefore, we have made our lease short, so that either party can terminate the contract after a year's trial if the arrangement is not satisfactory.

"We impress upon our farmers the fact that if their work is satisfactory, they have practically a lease for life, and on some of our farms we have had a third generation working for us.

"You will notice that these leases are for general crop farming, which system we have used for many years."

THE McCORMICK LEASE—PENNSYLVANIA.

Half-Share Rent—Landlord and Tenant Each to Receive One-half of the Grain and One-half of such Hay as may be Sold.

Tenant may keep Dairy Cows and shall keep at least four Steers.

(Furnished by the *National Stockman and Farmer*.)

Sec. 367. This agreement, made between the Trustees of the Estate of Henry McCormick, deceased, of Harrisburg, Pa., and _____, of _____.

Witnesseth, That the said Trustees, parties of the first part, herein designated the landlord, hereby lease to the said party of the second part, hereinafter designated the tenant, the farm known as the _____ farm, situated in _____, for the term of one year from April 1st, 1915, as follows:

_____, the tenant, is to farm the said land in a skillful manner, putting out the fields in grain, etc., as may be agreed between the parties. Each party shall furnish half of all seed used on the farm, and shall receive half of all crops raised on the farm, except as below stated. The tenant to cut, thresh and

deliver in the bushel the landlord's half to any point not over eight miles distant.

Sec. 368. *Taxes, Roughage, Hay.* The tenant is to pay all road and school taxes on the farm and the landlord the county and state taxes. The tenant shall have the use of all hay, straw and fodder on the farm. He is to procure a corn cutter or shredder and cut or shred all fodder so that as little hay as possible will be fed to the stock. The surplus hay, if there is any, is to be sold, the landlord to receive one-half and the tenant the other half. All hay is to be hauled by the tenant free of charge. No straw, hay, fodder or manure shall be taken from the farm except by permission of the landlord.

Sec. 369. *Potatoes.* The tenant is to have the use of one-half acre for potatoes and farm truck use, and, if he only raised potatoes enough for his own family use, then he is to find all the seed for same; but he may plant a larger acreage of potatoes if he raises potatoes for sale, and if he does, then the tenant shall furnish one-half and the landlord one-half of the seed potatoes, and the tenant shall pay over to the landlord one-half of the net cash proceeds.

Sec. 370. *Trees, Fruit.* The tenant is to keep the locust trees along the highway and the fruit trees properly cared for and trimmed at his own expense, and can use the fruit he needs for his own family and sell the remainder, if any, and pay the landlord one-third the net proceeds.

Fences, Whitewashing, Board. The tenant shall whitewash all the sawed rail fences that are usually whitewashed about the buildings, free of charge, and the landlord shall furnish the lime and brushes. The landlord shall furnish all new fence material and pay the fence makers, and the tenant is to board the fence makers at fifteen cents (15c) each per meal, to be paid by the landlord.

Sec. 371. *Lime.* The tenant is also to haul and spread without charge all the lime the landlord may want to put on the farm; and the tenant is to do all other ordinary hauling for the use of the farm free of charge.

Fertilizer. The tenant is to pay for one-half and the landlord one-half of all the commercial fertilizer which the parties may agree to put on the farm.

Sec. 372. Sheep—Cows. The tenant is to keep no sheep and not more than ten cows, except that he may have more cows if he keeps them in the barn or barnyard and does not allow them to pasture in the fields. No stock is to be put in pasture until after the hay is made.

Steers. The tenant is to feed not less than four heads of steers during the winter and he is to furnish the feed for the same. The money to purchase the steers is to be loaned by the landlord to tenant free of interest, and to be repaid when cattle are sold. In no event is term loaned to exceed eight months.

Sec. 373. Ingress and Egress. The landlord or his representative shall have access to the farm at all times.

Away Going Crops. When the tenant quits the farm the incoming tenant shall have the right to cut, thresh and deliver the fall crop for the fourth bushel.

Assignment—Subletting. It is further agreed that the said premises shall not be underlet in any way without the written consent of the said landlord, and at the end of this lease the said tenant, _____, his heirs and assigns, shall and will quietly and peaceably yield up the said premises and appurtenances unto the said Trustees, their heirs and assigns, in as good order as they now are, reasonable wear and tear and damage by the elements only excepted.

Witness our hands this _____ day of _____, 1914.

_____,
_____,

Trustees of the Estate of Henry McCormick, Deceased.

Witness:
_____.

PENNSYLVANIA LEASE—HALF-SHARE STOCK AND GRAIN FARMING.

(Furnished by The Pennsylvania State College.)

Sec. 374. This Agreement, made this first day of April, A. D. 1912, by and between W. Ray Gorham, manager of the Hall

Farms, at Halls, Pa., for Mrs. Alice Gibson Brock, party of the first part, and H. C. Hoover, of Halls, Pa., party of the second part, Witnesseth:

Sec. 375. That the said party of the first part does hereby agree to lease and to farm let unto the said party of the second part for the term of one year from the first day of April, 1912, that piece of land known as the "Big Island," or "Island Farm," of the said Halls Farm, at Halls, Pa., containing one hundred acres, more or less. Also (since there are no farm buildings on the island) the house and stone farm barn located on the west side driveway, leading from the highway along said Hall Farms to the Mansion House on said Hall Farms, and between the Philadelphia & Reading Railway and the north line of the Pennsylvania Canal.

Sec. 376. Said Hoover is to farm the land in a proper farm-like manner to the best of his ability; he is to reside himself upon the premises and he may not sublet any part or parts of said premises to any other person or persons without first securing the consent of the said party of the first part in writing. He is to occupy, with his family, the house on said premises, of which he is to have the use, except the two adjoining east rooms on the first floor, which are reserved by the said party of the first part for his own use, and said Hoover is to have the use of said barn on said premises, provided that the party of the second part not needing the whole of said barn, it may be used by the said party of the first part for storage of his crops and machinery.

Sec. 377. Said party of the second part is to have the use of the garden connected with said buildings and is to have the privilege of keeping a flock of fifty (50) hens, provided they are not allowed to trespass on other property in charge of the said party of the first part.

Sec. 378. Said party of the second part is to pay one-half of all taxes that may be assessed upon the property for road purposes and is to furnish one-half of all seed grain, including clover and grass seed, and is to sow clover seed on the land

planted to winter grain at the rate of not less than one bushel of seed to seven acres, and to find one-half of all commercial fertilizers used; **[Sec. 379]** and is to render to the said party of the first part a full and true account of all crops raised, and is to deliver to his order to some point not farther than Muncy the one-half of all produce, grain, fruit and vegetables raised on the premises; the other half to be retained by said party of the second part for his own use and benefit, but the roughage, **[Sec. 380]** such as straw, hay and corn fodder, is to be fed on the premises, to stock owned in partnership by the first and second parties, and the manure therefrom returned to the premises with as little loss as possible.

Sec. 381. The said party of the first part is to furnish one-half of all seed grain, including clover and grass seed, and one-half of all commercial fertilizers used.

Said party of the second part is to haul and spread all lime furnished by said party of the first part to be used on the premises.

Sec. 382. Said party of the second part to follow a regular system of crops of corn and cantaloupes, wheat, clover, respectively.

Said party of the first part to furnish engine and silage cutter to fill silo, not to exceed one day and one-half. Said party of the second part to do all other work in connection to filling the silo.

Sec. 383. Finally, said party of the second part is to have the right of way to and from the island and premises hereinbefore described, and they are to admit the said party of the first part, or his representatives, to full and free access to the premises at all times.

Sec. 384. This lease to continue from year to year until due notice to the contrary shall be given on or before the first day of January of any year, by either of the parties hereto.

In Testimony Whereof, the said W. Ray Gorham, party of the first part, and H. C. Hoover, party of the second part, have

hereunto affixed their signatures, this thirtieth day of April and year above written.

H. R. GORHAM,
H. C. HOOVER.

Witness:

MRS. H. C. HOOVER.

**PENNSYLVANIA LEASE—HALF-SHARE STOCK AND
GRAIN FARMING.**

(Furnished by The Pennsylvania State College.)

Sec. 385. This Agreement, made this Twenty-eighth day of September, A. D. 1908, by and between W. R. Gorham, manager of the Hall Farms at Halls, Pa., for Mrs. Robert C. H. Brock, party of the first part, and S. T. Elliott, of Mill Creek Township, Lycoming County, Pa., party of the second part, Witnesseth:

Term—Farm. That the said party of the first part does hereby agree to lease and to farm let unto the said party of the second part, on conditions hereinafter described, for the term of one (1) year from April 1st, 1909, that farm known as the Upper Hall Farm, at Halls, Pa., described as follows:

Fields. All those fields lying between the highway leading from Muncy to Williamsport, along said farm on the north, and the Pennsylvania Canal on the south, and between the western boundary line of said farm on the west and the fence running north and south, between the said highway and the said canal and separating said fields from farm now leased to E. P. Schroeder on the east. Said fields containing about sixty (60) acres, more or less, and on which are located the farm buildings and orchard.

Sec. 386. *Husbandry—Subletting—Storage.* Said Elliott is to farm the land in a proper farmerlike manner to the best of his ability. He is to reside himself upon the premises and he may not sublet any part or parts of said premises to any other person or persons without first obtaining the consent of the said party of the first part in writing. He is to occupy, with his family, the house on said premises of which he is to have the

use. Said Elliott is also to have the use of the barn and other buildings on said premises for the storage and housing of his crops, stock and machinery.

Sec. 387. Fuel. Said Elliott is to have the right to collect driftwood for fuel and also such down timber as is not wanted by said party of the first part, but he is not to cut any standing timber.

Sec. 388. Garden—Fruit—Acreage—Fences. Said Elliott is to have the use of the garden and orchard on said premises and he is to keep the fruit trees, vines and bushes well pruned and in proper condition. He is to have the use of the pasture field now fenced along the creek known as the Twin Runs, which flows through the premises, but he is not to pasture any of the other fields or parts of said premises. **[Sec. 389]** He is to have the use of four (4) acres, or such part thereof as may be necessary, to be used for raising fodder for his cows during the summer, and potatoes for his family use. **[Sec. 390]** He is to keep the buildings and fences in good repair, the lawn mowed and the premises neat and clean. Repairs and renewals of fences to be made from material found upon the premises, and when that is insufficient, the material to be furnished by the said party of the first part and the work done by said Elliott.

Sec. 391. Taxes—Clover Seed—Account—Division. Said Elliott is to pay one-half of all taxes that may be assessed upon the property and is to furnish one-half of all seed grain, including clover and grass seed, and is to sow clover seed on land planted to winter grain at the rate of not less than one (1) bushel of seed to seven (7) acres, and he is to find one-half of all commercial fertilizers used; **[Sec. 392]** and is to render to the said party of the first part a full and true account of all crops raised, and is to deliver to his order to some point not farther than Muncy one-half of all the grain raised on the premises; the other one-half together with all the straw and corn fodder, to be retained by said Elliott for his own use and benefit, **[Sec. 393]** except that all the straw, corn fodder and hay are to be consumed upon the premises and the manure therefrom to be returned to the land with as little loss as possible.

Sec. 394. Lime. Said Elliott is to haul and spread all lime furnished by the said party of the first part to be used on said premises, so long as the amount of said lime does not exceed 1,000 bushels per year—he is to follow a regular system of crop rotation, of corn, oats, wheat and clover, respectively.

Sec. 395. Hay—Seed and Fertilizer. And it is further agreed that for such amount of hay as the said party of the first part shall furnish when the said Elliott moves upon the premises, an equal amount shall be left upon the premises by said Elliott when he removes therefrom.

The said party of the first part is to furnish the one-half of all seed grain, including grass and clover seed, and one-half of all commercial fertilizer used, and pay one-half of the taxes.

Sec. 396. Ingress—Egress. Finally, said Elliott is to have the right of way to and from the premises hereinbefore described, and he is to admit the party of the first part, or his representative, to free and full access to the premises at all times.

Continuance. This lease is to continue from year to year until due notice to the contrary shall be given, on or before the first day of January of any year, by either of the parties hereto.

Sec. 397. Cognovit. And it is hereby agreed that on the failure of the lessee to keep all the covenants of this lease or to remove from the premises upon the determination of the same, then the said lessee hereby authorizes and empowers any attorney of any court of record in Pennsylvania to appear in said court and confess a judgment in an amicable action of ejectment, from the premises above described, and authorizes the immediate issuing of a writ of *habere facias possessionem*, with clause of *Fi. Fa.* for any amounts due the said lessor without asking leave of court.

In witness whereof, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

W. R. GORHAM [SEAL.]

S. T. ELLIOTT [SEAL.]

Witness:

H. C. HOOVER.

Sec. 398. The following letter was received by the author from *Hoard's Dairyman*: "In reply to your letter of the 17th inst., we are enclosing herewith a copy of a contract for farming on shares, which has been in successful operation for several years, but it must be understood that this contract was drawn to meet a special condition and should not be followed out implicitly for another farm.

"Conditions vary so much that we have never thought it advisable to publish specific contracts in the *Dairyman*. We have merely sought to lay down general principles and then let those who are fully conversant with local conditions apply them according to the necessity of the case.

"It would be well where the tenant and the landlord each own half of the cows to have it specified in the contract just which cows each person owns, or better still, provision should be so made that each party to the contract should have half interest in each cow. You will readily see that this latter plan will do away with many chances for argument and dissatisfaction.

"We also enclose herewith copy of contract that has been suggested for cows on shares and which appeared in a recent issue of the *Dairyman*."

WISCONSIN CONTRACT TO KEEP PURE-BRED COWS ON SHARES.

**Tenant to Receive All of the Milk and One-half of the Increase
of the Herd.**

(Furnished by Hoard's *Dairyman*.)

Sec. 399. In response to requests from many of our readers we give below a copy of a contract suitable to form the basis of an agreement to keep pure-bred cows on shares. It is to be remembered that this contract can be varied to suit special or local conditions, and that the terms of the contract can be modified or the contract terminated at any time by the mutual consent of both parties. It is desirable to have the contract extend over a period of at least three years and preferably five. It may also under certain conditions be desirable to incorporate in the second paragraph the names and registration numbers of the animals furnished by the owner, particularly if there has been no prior agreement and it is desired to specify the animals.

Sec. 400. In the contract the owner of the cattle is termed the "party of the first part," and the person in whose charge they are placed is termed the "party of the second part." The form of contract suggested is as follows:

This agreement made and concluded this _____ day of _____, 191____, by and between _____, of the Town of _____, County of _____, State of _____, party of the first part, and _____, of the town of _____, County of _____, State of _____, party of the second part.

Sec. 401. Witnesseth: 1. The party of the first part agrees to furnish and deliver at _____ within _____ days from the date hereof and hereby leases to the party of the second part for the term of _____ years from the date of their delivery to him not less than _____ cows of mutually agreed breeding and appearance that have been duly recorded and registered in the Herd Book of the _____.

2. The party of the first part further agrees to pay all the taxes assessed and levied upon said cows and in addition one-half of the taxes assessed and levied upon their progeny and other animals added to the herd from proceeds of sales or exchanges of progeny.

3. The party of the second part agrees to receive said cows when delivered to him and thereafter care for, feed and breed them and their progeny in a legitimate business manner and to use at all times a registered sire of same breed whose dam has an approved official or semi-official record; to have every animal in the herd over six months old duly tested for tuberculosis at least once in each year; and to avoid the introduction of contagious abortion will not permit the herd sire to serve grade cows from other herds.

And it is mutually agreed by and between the parties hereto:

Sec. 402. 1. That the title and ownership of all the animals furnished by the party of the first part and their progeny and other animals that may be acquired by sales of progeny shall be and remain in the party of the first part.

2. That all male calves shall be sold by the party of the second part to the best advantage, age and condition of market consid-

ered, and the proceeds, less expense of selling, advertising, transferring, etc., shall be invested in heifers of approximately same age as the males sold.

3. In case any of the original animals or their female offspring prove to be undesirable, they may, by mutual consent of the parties, be sold and the net proceeds arising from sales invested in other females.

4. The expense of registration shall be borne equally by the parties hereto.

5. In case of official testing the total expense, except board and lodging of the tester, in connection with the original animals furnished by him and one half the total expense, except board and lodging of tester, for all other animals shall be paid by the party of the first part; but the party of the second part shall furnish board and lodging for the tester and pay the remaining half of the expense for testing the animals not originally furnished by the party of the first part.

6. The party of the second part for his services and expense in caring for, feeding and breeding the aforementioned animals shall have *all the milk produced by them* and one-half of the total increase of the herd at final settlement.

7. The half of this increase shall be determined and arrived at by permitting the party of the second part to divide the animals into two lots or groups of approximately equal value in his judgment, and the party of the first part may then choose and elect to receive for his part either one of these groups and then by proper papers to be executed by him and at his expense assign and transfer the several animals in the other group to the party of the second part.

8. In the event that in testing for tuberculosis any animal should react to the test, the party of the second part shall immediately separate and keep such animal from the rest of the herd. If such animal is especially valuable it may be retained for breeding purposes at the election of the party of the second part and the progeny raised according to the so-called Bang system. Otherwise, and especially if a retest shows reaction, the reacting animals shall be disposed of as provided by law.

9. The party of the second part shall not be held accountable for any damage to or death of any of the original animals not

the direct result of his own acts or negligence and shall deliver at his farm, on demand at the expiration of this agreement, to the party of the first part the original animals or such of them as may survive and those in the group selected by the party of the first part.

In witness whereof, the parties have hereunto set their hands and seals the day and year first above written.

In presence of:

_____ [SEAL.]
 _____ [SEAL.]

WISCONSIN LEASE—SHARE RENT.

**Lessor Furnishes Farm, Live Stock and Implements and
 Receives One-half of Everything.**

(Furnished by Hoard's *Dairyman*.)

Sec. 403. Memorandum of an agreement made and concluded this _____ day of _____, 19____, by and between _____, lessor, as party of the first part, and _____, lessee, as party of the second part, namely:

The party of the first leases to the party of the second part the premises owned by him and known as _____, situated in the town and county of _____, State of Wisconsin, and comprising about one hundred and forty-four acres, for the term of one year from and including the first day of March, 1912, and in connection therewith all his interest in the live stock, tools, machines and implements now on said farm, except one horse named Maud, which he reserves to himself, **[Sec. 404]** and is to receive as rent and compensation therefor one-half of the products raised thereon, except hay and grain fed to stock, one-half of the returns from creamery or otherwise for milk and cream, one-half of the increase of all stock, one-half the receipts for stock sold, one-half of the increase and products from poultry, and in general one-half of all the gross products of the farm resulting from carrying it on, whether specifically mentioned herein or omitted, **[Sec. 405]** and is to be to no other or further expense in connection therewith except to pay the annual State, county, town and school taxes, furnish what new material may be required for building and

repairing fences and exterior of buildings, keeping well and pump in repair, and purchasing grass and clover seed as he may wish to have used, and one-half of all the feed which it may be necessary or expedient to purchase for the stock in addition to that raised on the farm.

Sec. 406. The party of the second part takes and leases the said farm, stock and other items in accordance with the foregoing provision and undertakes and agrees to make his occupation and use of the same as profitable to the lessor as may be, and especially to take the best care of the stock and return same to owner at expiration of term in as good condition as when received by him, ordinary aging and use and damages or calamity by fire, flood or lightning excepted.

Sec. 407. To furnish all seed grain and all necessary labor to carry on the farm in a proper manner, to furnish and supply an equal number of cows and other stock with the lessor; to work out or pay all highway taxes and keep the road sides free from weeds; **[Sec. 408]** bear all expenses for threshing grain and filling silo; to account for or replace all hay and grain that may belong to the lessor on the place at the commencement of this term or any renewal thereof; **[Sec. 409]** see that all fences are kept in reasonable and good repair; build new fences as may be necessary; leave all buildings in good repair as they are at the commencement of this term, natural wear and decay and damage by the elements excepted; **[Sec. 410]** not dispose of any straw by removal or sale without the consent of the lessor; haul out and spread all manure, and carefully and in all things safeguard and promote the interests of the lessor as well as his own, regardless whether the particulars are herein set forth or omitted.

Sec. 410a. The party of the second part further agrees that the lessor may at any and all times enter to view the premises and all parts thereof and give advice as to the management of the farm and stock, and that the same shall have respectful attention; **[Sec. 410b]** that as much land shall be left plowed when any term ceases as is now plowed, and the premises generally and in all respects in as good condition as at present; to

deliver at market all stock and grain or other produce sold, and milk and cream to creamery.

Sec. 410c. And it is mutually agreed by the parties hereto that this lease and agreement shall and may continue from year to year unless and until one or the other party shall notify the other in writing not less than three months before the expiration of any current term that he wishes to terminate the same as its conclusion.

In witness whereof, the parties hereto have subscribed their names this 29th day of February, 1912.

SYSTEMS IN ILLINOIS.

Sec. 411. The following is from a letter to the author by W. F. Handschin, State Leader Farmers' Co-operative Demonstrations of the University of Illinois in co-operation with the United States Department of Agriculture:

"We have had no regular funds or no regular investigations going on to study the tenancy problem in our State, even though it is very important. We have made some general observations incident to our other work, however, and have gotten a fairly good line of the general procedure.

Half-Share System on Mixed Farms. "It is usually customary on most mixed farms, where the co-operative form of lease is employed, for the landlord to furnish the land and all permanent improvements, and the tenant usually does all the work and furnishes all of the horses and sometimes all the farm machinery. The landlord usually buys all the necessary fertilizers and the tenant agrees to apply them. All live stock is owned on the half-and-half system and all expenses other than labor, such as feed, general farm supplies, etc., are divided equally. The cash income, or increased inventory in live stock, and grain and supplies is also usually divided equally. This general form of adjustment has worked out quite satisfactorily for the mixed system of farming.

One-third System. "Where the landlord furnishes all of the equipment, as is more frequently the case in Ohio than in Illinois, as I understand it, it is customary to divide the farm income—two-thirds to the landlord and one-third to the tenant.

In the Case of Grain Farming. "Under the share system of tenancy, where the farming is largely grain farming, the landlord usually buys all fertilizers and grass seeds and the tenant applies same. The crop is usually divided half and half for the corn, oats, half and half, or two-fifths to the owner and three-fifths to the tenant, and the grass land is usually let to the tenant at a cash rental, varying from \$4.00 to \$6.00 per acre on the good land.

Sec. 412. *In the Case of Dairy Farming.* "In the case of dairy farms which are to be operated on the share basis, that is more difficult to make the adjustment, since dairying calls for a much larger proportion of labor and the tenant furnishes all the labor. We have not found as many cases where this was worked out satisfactorily, although there are, no doubt, quite a number in operation.

Ratio of Labor to Capital Greater in Dairying. "However, if dairying was a very important enterprise in the farm and the tenant and landlord owned the equipment jointly, then the tenant should receive more than half of the income because of the fact that his labor put into the business would be larger proportionately.

"You appreciate, no doubt, that, after all, intensive dairying is, to a very large extent, a method of marketing labor, and mixed farming with cattle, hogs and sheep is more largely a method of marketing the use of land and crops rather than labor."

Sec. 413. Illinois Farm Leases. The two following printed forms of farm leases are used extensively in Illinois in sections where the farms are devoted almost entirely to the raising of grain. When stock is raised on a partnership basis, other covenants are added to these leases, or a special contract is prepared.

LEASE—CASH RENT.

This agreement, made and entered into by and between _____, party of the first part, and _____, party of the second part, this _____ day of _____, 19____, Witnesseth: That _____, the party of the first part, hereby lease to said part____ of the second part, during the year commencing on the _____ day of _____,

19___, and ending on the _____ day of _____, 19___, the following described real estate in _____ County, Illinois, to-wit: _____, Township _____, of range _____ st.

Sec. 414. And the said party of the second part, in consideration of the premises and benefits to be derived from the use and occupation of the premises above described, hereby agrees and covenants with the first party.

1. *Care—Hedges, etc.—Seed—Cultivation.* To take good care of all buildings, fences and improvements upon said real estate; to properly cultivate and care for the hedges, trees and shrubbery of all kinds that may now be or hereafter put upon said premises, and keep them in as good order and repair as the same now are, natural wear and decay and unavoidable accidents only excepted; to furnish the seed for and cultivate at his own expense said real estate during the term aforesaid.

2. *Plowing, Planting—Cultivation.* To cultivate said land as follows: To plow the land in breaking at least six inches deep, and to harrow and roll the same as much as is necessary to put it in good condition for planting; to plant the corn in check rows, that it may be plowed each way, and to plow the corn at least three times over.

3. *Cockle Burs.* To allow no stock upon said premises with burs upon them, nor to allow any cockle burs to grow on said land while in _____ possession.

4. *Manure.* To distribute all manure that may from time to time collect in any place or places upon said premises as the first party may direct; provided said manure shall not be removed off the premises hereby leased.

5. *Ditches—Water Courses.* To keep all ditches and water courses clear from obstruction, so as to allow the water to drain off freely, and not to stand to the detriment of either pasture or plow land.

6. *Payments.* To pay to the first party a yearly rent of _____, to be _____ on or before the _____ day of _____, 19___, in the manner aforesaid.

7. *Not to Assign Lease.* Not to assign this lease to any person or persons without the written consent of the first party endorsed thereon.

8. *Lien on Crops.* That the party of the first part shall have and hold a lien upon all the crops raised upon said premises to secure the full payment of all rents as stipulated in the sixth article of this agreement and to secure the payment of all moneys advanced to _____ while tending said grain.

9. *Vacate Premises.* To vacate said premises at the expiration of this lease without any notice to quit or any demand, and to deliver up the premises to the first party.

10. *Forfeiture—Re-possession if Tenant Neglects Crops.* It is understood and agreed that if the party of the second part shall from any cause fail to comply with all his agreements herein, the said party of the first part may at any time when such failure occurs, take active possession of such premises and buildings thereon, which party of the second part agrees to surrender, and employ other persons to tend said crop and perform all the agreements of the second party as herein contained as fully as the same are contemplated in this agreement, and after deducting all moneys advanced, all moneys or grain due for the rent and the expense of attending said crop as aforesaid, to pay the residue, if any, to the second party.

11. *Control of Fields After Crops are Harvested.* It is hereby agreed that so soon as the crop shall be harvested and taken off the lands, or any portion of the lands rented, or said portion from which said crop or crops is taken, shall at such times be subject to the control of the first party, and said party may enter upon and fully possess and control such land or portion of land aforesaid as if the same had never been leased.

12. *Damages.* It is hereby agreed that all damages resulting to either party from any failure to comply with the terms of this agreement shall be collectible without any relief whatever from the valuation of appraisement laws of the State of Illinois.

Witness our hands and seals the day and year first above written.

_____ [SEAL.]
 _____ [SEAL.]
 _____ [SEAL.]
 _____ [SEAL.]

LEASE—CASH RENT.

Sec. 415. This indenture, made and entered into this _____ day of _____, A. D. 19____, between _____ of the first part, and _____ of the second part.

Witnesseth, That the party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the party of the second part, has, by these presents demised and leased to the party of the second part, the following described land, to-wit: _____, in the County of _____ and State of _____, and containing about _____ acres.

Sec. 416. *Payment of Rent.* To have and to hold the same, to the party of the second part, from the _____ day of _____, A. D. 19____, to the _____ day of _____, A. D. 19____. And the party of the second part, in consideration of the leasing of the premises as above set forth, covenants and agrees with the party of the first part, to pay the party of the first part, at _____ as rent for the same, in the manner following, that is to say, _____,

Sec. 417. *Surrender—Care of Place.* And the party of the second part covenants with the party of the first part, that at the expiration of the term of this lease, he will yield up the possession to the party of the first part, without further demand or notice, in as good order and condition as when the same were entered upon, by the party of the second part, loss by fire or inevitable accident and ordinary wear excepted.

And it is further expressly understood and agreed between the parties hereto as follows:

Sec. 418. 1st. *Husbandry—Grain Acreage.* The party of the second part covenants to farm said premises in a husband-like manner, and to raise the greatest amount of grain thereon the nature of the soil and season will permit; and further, to break up and improve as much of the waste land as may be in condition to plow.

2nd. *Manure—Stalks—Stubble.* The party of the second part shall haul out and distribute upon the poorest soil on

said premises all the manure and compost suitable to be used; such manure as is unfit for use to be left upon said premises; and further, not to burn any stalks, or straw, or stubble on said premises.

3rd. *Fruit Trees, etc.—Brush and Burrs—Ditches and Drains.* The party of the second part shall preserve and keep the fruit and ornamental trees, vines and shrubbery that now are or shall be planted on the premises, from injury by plowing, or from cattle, horses, sheep or otherwise; and further, to keep said premises free from brush and burrs, and shall also keep all necessary ditches and drains plowed and cleaned out during the continuance of this lease.

4th. *Repairs, Material for—Hauling.* The party of the second part shall keep said premises, including the hedges and fences, in proper and necessary repair, provided that the landlord shall furnish at _____ station such material as he or his agent may consider needful to repair the said premises, within a reasonable time after being notified—and the party of the second part shall haul said material to said premises without charge.

5th. *Hauling Grain Away—Re-entry and Recovery—Landlord's Care of Crops.* And the party of the second part further covenants not to remove any of the grain raised on said premises during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof; and if any grain raised on said premises during said term shall be removed, or attempted to be removed, by any person or persons, before the payment of said rent, or if the party of the second part shall sell or attempt to sell said grain or produce, or any part thereof; or if the same or any part thereof shall be claimed or attached, or levied upon by execution, or claimed by any other person or persons, upon any pretense whatsoever, before said rent shall be fully paid, then upon the happening of any of said contingencies, said rent shall immediately become due and payable, and the said party of the first part, or his legal representative, shall have the right to enter into the said premises and take possession of the said grain, or wherever else the same may be found, and remove the same and sell the same, or any part thereof; or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same, and to protect

and preserve the same until it shall be fit, and then to harvest or gather and sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease, and the payment of said rent hereby reserved.

6th. *Plowing Stubble Ground.* The party of the first part reserves the privilege of plowing the stubble ground when the party of the second part may have secured the grain grown thereon; and further, that the party of the first part, or his legal representative, may enter upon said premises for the purpose of viewing or of seeding and of making repairs.

7th. *Forfeiture—Assigning—Subletting—Damages.* If said party of the second part shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the covenants in this lease contained, or shall assign this lease, or shall underlet said premises, or any part thereof, then this lease shall, at the election of the party of the first part, be null and void, and the party of the first part, or his legal representative, shall have the right to take possession of said premises, using such force as may be necessary, with or without process of law; and all damages growing out of a failure to perform any of the covenants of this lease shall be added to and become a part of the rent, recoverable as rent.

8th. *Waiver of Exemption.* The party of the second part hereby waives and relinquishes all right of exemption from sale or seizure under distress or execution, that he now has, or may hereafter have, by virtue of any law of this State, exempting personal property from seizure and sale on execution or distress for rent, and hereby gives the party of the first part full power, authority and right, to take and seize any personal property, whether exempt by law or not, and sell the same, or any part thereof, in satisfaction of said rent hereby agreed to be paid.

9th. *Attorney's Fees and Expenses.* The party of the second part further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this lease by the party of the first part.

In witness whereof, we have hereunto set our hands and seals the day and year first above written.

Witness for party of first part:

_____.

Witness for party of second part:

_____.

_____ [SEAL.]

_____ [SEAL.]

Sec. 419. This same printed form of contract so generally used in parts of Illinois in leasing grain farms the author also found in use in Fayette County, Ohio, in leasing a stock farm. It has been in use for four years and has been found very satisfactory to both parties. The following covenants applicable to this Ohio stock farm were added:

Said parties to this agreement have this day entered into a co-partnership under which each party is to furnish one-half of all stock, etc., handled, party of first part having purchased a one-half interest in stock owned by party of second part, and said party of the second part having purchased a one-half interest in farm products, etc., owned by party of the first part.

Under this agreement party of second part is to furnish all teams, farm implements and labor to run said land, said teams to be fed out of company supplies; also to find, look after and have general supervision over all stock; to milk cows and deliver such a portion of milk as said party of first part may desire; tend truck patches for mutual benefit and perform such other acts as are further set forth in this article.

And it is further agreed that party of the second part is to deliver all grain, stock, etc., sold at station or as otherwise devised; and all moneys derived from sale of same to be equally divided between said parties. And, furthermore, party of first part agrees to pay party of second part such wages as are prevalent at the time for any labor performed individually for said party of the first part.

And it is further expressly understood and agreed between the parties hereto that all taxes arising from this partnership shall be equally borne by said parties.

Sec. 420. Crop Farming—Share Rent. This agreement, made this _____ day of _____, A. D. 19____, by and between _____, party of the first part, and _____, owner of the real estate hereinafter described, party of the second part:

Witnesseth, That said party of the first part hereby covenants and agrees to and with said party of the second part, for the consideration hereinafter named, to well and faithfully till and farm, during the term of this contract, being from _____, 19____, to _____, 19____, in a good, husbandman-like manner, and according to the usual course of husbandry, the following described premises and real estate, situated in the County of _____, and State of _____, viz: _____.

And said party of the first part hereby further covenants and agrees to sow and plant the said land in such crops consistent with good husbandry, as said party of the second part shall direct, _____.

Sec. 421. Said party of the first part also agrees to furnish, at _____ own cost and expense, all proper and convenient tools, teams, utensils, farm implements and machinery (except as hereinafter otherwise provided); to carry on and cultivate said farm during said term and to furnish and provide all proper assistance and hire help in and about the cultivation and management of said farm, and to farm and cultivate the said lands in the best manner, and maintain and keep up the fences so as to protect said crop from injury and waste, and to watch, care for, and protect the same, **[Sec. 422]** and protect the fruit and shade trees thereon, and to cut no trees, and to commit no waste or damage on said real estate, and to suffer none to be done, and to crop and cultivate said lands, and harvest, thresh and secure the crops grown thereon in farmer-like style and in the best possible manner during said term; **[Sec. 423]** and after taking off the crops, to plow immediately, in a good and proper manner, so much and such parts of said farm suitable for a succeeding crop as shall be plowed at the time said party of the first part takes possession thereof; **[Sec. 424]** and to keep up and maintain in good repair all structures, stables, cribs, fences and improvements on said farm, and generally do and perform all proper and ordinary work, labor, care and skill requisite, usual or necessary, to work

and crop said premises in a proper manner and style, and to the best interests of the party of the second part; [Sec. 425] and further agrees not to remove any straw or manure from said farm, and not to sell or remove, or suffer to be sold or removed, any of the produce of said farm or premises, of any kind, character or description, until the division thereof, without the written consent of said party of the second part; [Sec. 426] and until such division, the title and possession of all hay, grain, crops and produce, raised, grown or produced on said premises, shall be and remain in said party of the second part. Upon the termination of this contract, in any way, said party of the first part will yield up said premises to said party of the second part or his order in good condition and repair.

Sec. 427. Said party of the first part hereby agrees to pay and deliver to said party of the second part on the _____ day of _____, 19____, the _____ part of the crops so raised on said lands, or _____ dollars for the use of the above described land for the above named term.

In consideration of the faithful and diligent performance of the foregoing stipulations by said party of the first part, said party of the second part agrees, upon reasonable request thereafter made, to give and deliver on said farm, the _____ part of all grains, vegetables and other crops so raised and secured upon said farm during said term, for the sole use and benefit of said party of the first part, and said party of the first part agrees to deliver at the _____ at _____, free of all expense to said party of the second part, _____ of said crops; and said party of the first part further agrees to stack on said premises, free of all charge to said party of the second part, all hay _____ cut during said term _____.

Sec. 428. Sale Clause. This contract is made with the understanding that said premises are at all times subject to sale, and in case of sale said party of the first part shall re-deliver possession of the same on thirty days' written notice, provided _____ shall be paid \$_____ per acre for any plowing _____ may have done on said land for the crop of the season of 19____, and not seeded at time of sale, and be allowed to properly cul-

tivate, harvest and remove any crops that may have been seeded before the time of sale, provided the same are removed prior to _____.

In witness whereof, said parties have hereunto set their hands and seals the day and year first above written.

Witnesses :

_____ [SEAL.]
 _____ [SEAL.]

Sec. 429. Farm Lease—Share Rent. This indenture, made this _____ day of _____, A. D. 19____, between _____, party of the first part and landlord, and _____, party of the second part and tenant, Witnesseth, That the party of the first part, in consideration of the rents, agreements and covenants hereinafter contained, to be paid, delivered, kept and performed by said tenant _____ executors, administrators and assigns, by these presents ha_ demised and to farm let, unto said tenant, _____ executors and administrators, the following lands and premises, situate in the county of _____, and State of Illinois, to-wit: _____, excepting and reserving the right of ingress, egress and regress, to the party of the first part, _____ heirs and assigns, at any and all times, and excepting the timber and fruit trees and shrubbery growing thereon, and reserving the right to set and plant on any part of said premises fruit or ornamental trees, hedges and shrubbery, and to make such improvements thereon as said landlord, _____ heirs or assigns may desire. To have and to hold said demised premises, with all the appurtenances, except as above reserved, unto said tenant, _____ executors and administrators, from the _____ day of _____, A. D. 19____, to the _____ day of _____, A. D. 19____.

Sec. 430. And the said tenant, for _____ executors, administrators and assigns, in consideration of such leasing, covenant _____ and agree ___ to and with said landlord, _____ heirs and assigns, in manner and form following, that is to say:

1. *Underletting.* Not to underlet said premises or any part thereof, nor to assign said lease or term, without the written permission of said landlord, _____ heirs or assigns.

2. *Waste.* Not at any time to do or commit, or suffer to be done, any willful or voluntary waste, spoil or destruction in or upon said premises, or any part thereof, nor of any crops or products of said premises, before said landlord shall have received _____ full rent or share thereof, nor of any crops, rent or share of said landlord left on said premises.

3. *Restrictions as to Product—Pasturing.* Not to sell, incumber, market or remove, or cause or suffer to be removed from said premises, any kind of grain, crop or product of said premises, until after said landlord shall have first received and accepted his just and full share thereof, as hereinafter provided, nor to pasture the corn stalks or any of said premises at any time, without the written permission of said landlord first had and obtained.

4. *Husbandry—Trees, Vines, Shrubby.* To plow, sow, plant, cultivate and attend said land, not in meadow, in proper season, and in good and farmlike manner, and in due and regular course of husbandry; to care for and preserve the crops while standing or growing; to cut, gather, harvest, put up and preserve the several crops and productions in their order and in good season; to preserve and keep the fruit and ornamental trees, vines and shrubby that now are or shall be planted on the premises, from injury by plowing, or from cattle, horses, sheep or otherwise.

5. *Manure.* To scatter and expend upon said premises all the manure and compost, suitable to be used; such manure as is unfit for use to leave upon said premises for future use thereon; and not to burn any stalks or straw or stubble on said premises.

6. *Division.* To deliver to said landlord _____ of all the hay and other grasses grown upon said premises, and of all the straw

7. *Division.* To deliver to said landlord as rent _____ of all the wheat, rye, oats and other small grain, properly threshed and cleaned, ready for market, at _____ on or before the _____ day of _____, A. D. 19____, the same to be measured and divided after it is threshed and cleaned, and _____ of all the corn and other produce grown and raised upon said premises; the corn to be well husked and delivered before said tenant gathers _____ own portion thereof, or any part of _____ portion, and on or before the _____ day of _____, A. D. 19____, at _____ Or

should said tenant prefer, the whole of said corn grown and raised shall all be gathered and husked, and then be divided by weight or measurement _____.

8. *Repairs—Materials.* To keep said premises, including the hedges and fences, in proper and necessary repair, provided that, if necessary, the landlord shall furnish such materials as may be needful to repair the fences within a reasonable time of being notified of its want.

9. *Delivery of Premises—Forfeiture.* To deliver up said premises at the end of said term, or upon its determination by said landlord for the breach or non-performance of any of the covenants and agreements herein made, in as good order as when received, ordinary wear and decay by use and time and inevitable accidents by fire or the elements alone excepted.

10. *Ingress and Egress.* It is hereby further covenanted, understood and agreed, that the party of the first part reserve and retain unto _____ self or _____ agent, the right of entry upon said premises for the purpose of fall plowing any ground which may have been sown to small grain in the spring or fall preceding _____.

Sec. 431. *In Case of Neglect or Failure to Care for Crops.* And it is expressly understood and agreed by and between the parties aforesaid, that if the said tenant shall neglect or fail to cultivate and farm said premises, or any part thereof, or to care for and protect the same, or to harvest and gather the same in time, as hereinbefore covenanted and agreed, so that the crops and produce of said premises shall in consequence thereof fall short of what might have been produced and saved, none of the loss occasioned thereby shall fall upon said landlord, but _____ shall receive _____ share of what might have been produced and secured and saved, had said tenant fully kept and performed _____ covenants and agreements, and if not paid or delivered to _____ may distrain therefor, the same as for _____ share of the crops raised and secured.

Sec. 432. *Restrictions as to Removal of Crops.* And further, that if said tenant shall remove or attempt to remove from said premises, or sell or transfer any of the crops grown thereon,

before the same has been divided and the landlord has received _____ proper share hereof, the said tenant shall forfeit to said landlord the whole of the crops and produce raised and grown on said premises, and said landlord shall have full right to re-enter said premises, and seize and take and hold all the crops and produce so raised and grown, and to maintain all proper actions and remedies therefor without any previous demand, which is hereby expressly waived.

Sec. 433. *If Rent Shall be Unpaid.* And further, that if the rent above reserved shall be unpaid in kind on the day when the same ought to be delivered, as aforesaid, or any part thereof be not delivered at the proper time; or if default be made by said tenant in the keeping and performing of any of _____ covenants and agreements, it shall and may be lawful for said landlord, _____ heirs and assigns, agent or attorneys, at _____ election, to declare said term ended, and into the said demised premises, or any part thereof, either with or without process of law, to re-enter, and the said tenant or any other person or persons occupying, in or upon the same, to expel, remove and put out, using such force as may be necessary in so doing, and the said premises again to re-possess and enjoy as in _____ first and former estate; and to distrain for any rent that may or ought to be due thereon, upon any property belonging to said tenant, _____ assigns or sub-lessee, whether the same be free from execution and distress by law or not, all exemptions by law being hereby expressly waived in favor of said landlord, _____ executors, administrators or assigns, for rent or for damages growing out of the breach or non-performance of any of the covenants and agreements herein.

Sec. 434. *Abandonment.* And further, if said premises are at any time abandoned, that said landlord, _____ executors, administrators or assigns shall have the right to take full possession thereof, and cultivate and harvest the crops growing thereon, and gather and take care of the same, and in that case to add to the rents and damages the costs and expenses incurred thereby which may be retained out of said crops.

Sec. 435. *If Term be Ended by Landlord.* And further, if at any time said term shall be ended at the election of said landlord, _____ executors, administrators or assigns, said tenant hereby agrees to surrender up the possession of said premises peaceably, immediately upon such termination, and if _____ remain in possession thereof _____ days after notice of such determination and demand of possession, _____ shall be deemed guilty of a forcible detainer of said premises under the statute, and subject to eviction thereunder or by force.

In testimony whereof, the said parties here hereunto set their hands and seals the day and year first above written.

_____ [SEAL.]
 _____ [SEAL.]
 _____ [SEAL.]

Attest:

KANSAS CONTRACTS.

Sec. 436. A man of wide experience in leasing farms in the vicinity of Garden City, Kansas, writes:

“A great many forms of leases are used in Kansas; but most of them follow a general trend. Farms are generally leased in this locality for one-half the alfalfa in the stack, and one-third of other crops on the place, and one-fifth of sugar beets delivered at the factory. The yield of sugar beets is often 15 to 20 tons per acre and they sell for \$5.50 per ton, so that you can readily see that one-fifth free of all expenses makes a big rental for the landlord. Land that is not irrigated and a longer way from market is rented as low as one-fourth the crop delivered on the premises. Farther east in Kansas the rents are a little stronger and farther west a little lighter.”

A firm in Topeka, Kansas, recommended by the agricultural authorities of that State as being thoroughly informed as to farm leases in Kansas, enclosed a lease with the following comment:

“This lease is a general lease, or what might be called, possibly, a combination lease blank, which can be used either for a lease for cash alone or a lease for grain rent, or a lease for part

grain and part cash. Provisions of the printed form not needed in any particular lease may be marked out.

“Very frequently we cross out several of the items if the rent is for all cash, or it may be that the man pays cash for the pasture or the buildings, or both, and gives grain rent for the remainder.

“The amount of grain rent varies in different parts of our State very considerably. In this part of the country usually one-half of the wheat and one-half of the corn are given as the landlord’s share. In the central part of the State in newer territory it is often one-third, while in the western part of the State, where the crop raising is more uncertain, the tenant only agrees to give one-fourth.”

COMBINATION LEASE; CASH AND SHARES—KANSAS.

Sec. 437. This indenture, made this _____ day of _____, A. D. 19___, between _____, party of the first part, and _____, of _____, State of Kansas, party of the second part.

Witnesseth, That said party of the first part, in consideration of the rents and covenants herein specified, does hereby let and lease to the said party of the second part, the following described property, to-wit:

_____ Farm, No. _____, being the _____ of Section No. _____, Township No. _____, Range No. _____, in the County of _____ and State of Kansas, with the appurtenances, for the term commencing on the _____ day of _____, 19___, and ending on the _____ day of _____, 19___ Said second party shall not be entitled to the possession of said premises or have any interest whatever therein, until this lease is signed by first party and a copy delivered to second party.

Said second party does hereby hire said premises and agree with the first party, his agent or assigns, as payment to said first party for the use and benefit accruing to him for the use and occupancy of the above described premises, that he will and does hereby bind himself, his heirs and executors as follows:

Sec. 438. First. *Reside and Cultivate.* To reside on the property, and to cultivate in good, careful and proper manner all the tillable land on said premises.

Second. *Fuel—Waste.* That he will not consume for fuel, and will not allow any waste, nor remove or permit any other persons to remove, injure damage or destroy any building, fencing, fruit trees, shade or ornamental trees or shrubbery, or natural or cultivated timber, or any improvements of any kind or nature whatsoever, without the written consent of said first party.

Third. *Trees—Shrubbery.* That he will take good care of all growing trees, shrubbery, and vines and small fruit, and protect them from being destroyed, and thoroughly cultivate and trim the same as often as necessary to keep the same in a thrifty condition.

Fourth. *Repairs.* That he will, at his own expense, keep the buildings, glass, windmills, pumps, wells, gates and fences in as good repair as when he takes possession of said premises, natural wear or tear or damage by the elements excepted, and will not permit or suffer any act to be done whereby the insurance on said buildings will be invalidated.

Fifth. *Sub-lease, etc.* That he will not sub-lease, re-lease or assign this lease or relinquish said premises without the written consent of said first party, under penalty of a forfeiture of all rights hereunder and the payment of all damage sustained by said first party at his election.

Sixth. *Rent.* (A) *Cash.* For the use of said premises for the term mentioned he hereby covenants and promises to pay to said first party or his agent authorized by him to receive it the sum of _____ dollars payable at the office of _____ & Co., Topeka, Kansas, according to _____ promissory note of even date, which is hereby made a part of this contract and a lien on all crops and pasturage, and falling due _____, 19____.

(B) *Crops.* The _____ share of all crops and fruit grown on said premises, including roughness, properly taken care of at the same time and in the same manner in which said second party shall take care of his portion of said crops, as follows:

_____ Wheat, oats and other small grain threshed and delivered _____.

_____ Corn husked prior to December 24th and delivered _____.

_____ Kafir corn _____

_____ Broom corn baled and delivered _____.

_____ Hay and millet put in stack and delivered _____.

_____ Of any other crop raised, prepared for market and delivered _____.

(C) *For Fodder Crops.* Second party agrees to pay \$_____ per acre as rent for all land farmed in fodder crops.

(1) *Cutting Corn.* If first party shall elect to sell his share of the corn crop in the shock, second party agrees to cut up the rent corn and put in shock in good condition instead of husking same.

(2) *Small Grain—Rent Corn—Lien—Landlord May Take Care of Crops.* Said second party agrees that all small grain when harvested shall be properly stacked and allowed to stand until it has passed through the sweat unless released by the said first party in writing; that he will give said first party's agent ample notice of the time of threshing said grain; also that the rent corn shall be husked out before said second party's share is gathered, unless by written consent of said first party. Said second party further agrees that first party hereby acquires a prior and valid lien on all grain, hay and fodder raised on said land to secure the payment of rents according to contract, and that second party will not sell his share of the crops until the rent has been settled. And if he fails to cultivate or husk corn; cut, harvest, stack or thresh any small grain; cut and stack tame or wild hay and millet, or provide for the care and preparation for market of any other crop grown on said premises within a reasonable time, said first party or his agent may re-enter said premises and take such action as may be necessary to protect and prepare said crops for market, and the expense of said action in preparing said crops for market shall be a first lien on second party's share of crops, and so much thereof as may be necessary to pay said expense shall be sold and the proceeds thereof paid to first party.

Seventh. *Hauling.* Said second party further agrees to haul the landlord's share of all crops raised on said farm to market free of charge if the distance to such market is not necessarily more than two miles.

Eighth. *In Case of Sale—Arbitration—Sowing Away Going Crops.* That in case of sale of said premises during their said occupancy, by second party, the purchaser desiring possession, said second party hereby agrees to surrender the same at once, on payment to him of a fair and reasonable compensation for the growing and immature crops; and if he and purchaser can not agree as to the amount of such compensation, it shall be left to three disinterested appraisers, of whom said second party shall choose one, the purchaser one, and these two shall choose a third one. Their decision shall be final as to the amount to be paid by the purchaser to said second party; when leased for pasture or hay the amount in no case to exceed the consideration in this lease; and if said sale be made before this lease takes effect, then this lease to be void. This lease gives no right to party of second part to sow or plant crops which can not mature until after expiration thereof, nor can party of second part claim compensation for any such crops.

Ninth. *Landlord May Seed.* Party of the first part hereby reserves the right to re-enter the aforesaid premises after the fifteenth day of July, _____, and plant all ground to fall wheat unoccupied by crop, unless second party has obtained permission in writing to sow wheat, and in case said premises are sold or rented to any other tenant for _____, said purchaser or tenant shall have the right to go on said premises to make repairs, fall plow or sow wheat.

Tenth. *Manure.* Party of the second part agrees to haul out all manure on said premises in the spring and fall and spread it over the spots and places where it is most needed, unless otherwise designated by first party.

Eleventh. *Waiver of Exemption—Surrender—Re-entry and Repossession.* The said party of the second part does hereby expressly waive the benefit of all the exemption laws of the State of Kansas, relating to personal property for the payment of said rent and fulfillment of the covenants and agreements herein on his part. And upon the expiration of this lease, or upon a breach of any of the covenants herein; said second party, without further notice of any kind (which is hereby expressly waived), agrees to quit and surrender possession and occupancy of said premises in as good condition as careful use and natural

wear and decay thereof will permit. And the said party of the first part does covenant that said party of the second part, on paying the aforesaid money and share of gain in manner herein stated, and performing all the covenants herein, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid; *Provided*, that in case any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, or said second party shall allow undue waste or destruction of any of the grain growing thereon, then it shall be lawful for the party of the first part or his attorney or authorized agent, to re-enter or re-possess the said premises at once, without notice, and the party of the second part and each and every other occupant to remove and put out at once.

Twelfth. Additional stipulations _____.

Witness our hands in duplicate the day and year above written.

Signed, sealed and delivered in the presence of

_____ [SEAL.]
 _____ [SEAL.]
 _____ [SEAL.]
 _____ [SEAL.]

KANSAS LEASE—SHARE RENT.

Sec. 439. This indenture, made this _____ day of _____, in the year of our Lord 19____, between _____, party of the first part, and _____, in _____ County, and State of _____, party of the second part;

Witnesseth: That said party of the first part, in consideration of the rents and covenants herein specified, do hereby let and lease to the said party of the second part the following described property, to-wit: _____, of Section _____, Town _____, Range _____, in the County of _____ and State of _____, for the term of _____ months, commencing on the _____ day of _____, 19____, and ending the _____ day of _____, 19____, except as to _____. Said second party does hereby hire said premises, and agrees with the said first party, _____ agents or assigns, as consideration to said first party for the use, benefits and occupancy as hereinabove stated, of the prem-

ises described, that he will and does hereby bind himself, his heirs and administrators and executors, as follows:

Sec. 440. First. *Husbandry.* That he will cultivate in a good, careful and proper manner, all the tillable and cultivatable land on said premises.

Second. *Trespassing—Waste.* That he will allow no trespassing upon the premises, and not commit or suffer any waste or damage to perishable improvements thereon, natural wear and tear and damage by elements excepted.

Third. *Trees, etc.* That he will take good care of all growing trees and shrubbery, protecting them from damage by stock or otherwise, and cultivate the growing fruit trees.

Fourth. *Repairs—Fire—Sub-lease—Surrender.* That he will, at his own expense, during the continuance of this lease, keep the said premises in good repair; that he will do and perform all usual or necessary acts of precaution against damage to premises by fire, by plowing, burning or otherwise, when and where necessary; that he will not sub-lease or assign this lease without the written consent of the first party, and upon violation of any of the stipulations herein contained, or at the expiration of said term of rental, he will yield and deliver up the property herein rented in as good condition as when rented, reasonable use and wear and tear and damage by elements excepted.

Fifth. (A) *Rent.* For the use of said premises for the term mentioned, said second party hereby covenants and promises to pay to said first party or the authorized agent to receive it, as follows: ——— of all hay, grain and crops properly taken care of at the same time and in the same manner as said second party shall take care of ——— portion of said crops, and when gathered, threshed or husked, which shall be done at the proper time and at the expense of said second party, said first party's share of grain shall be delivered at ———.

(B) *Three Days' Notice—Landlord's Share.* Said second party agrees to give party of the first part, ——— agents or assigns, three days' notice before gathering, threshing or husking any crop or delivering any of said rental, of his intentions so to do. But should the first party desire it, said second party agrees to care for and prepare for market first party's share of the crops

at the proper time, and furnish him with a certified statement of the product, which in the case of small grain will be the thresher's certificates and in other crops the buyer's statement.

Sixth. *Landlord may Seed.* It is also agreed that unless said second party shall make arrangements with the first party or assigns by the first day of August preceding the termination of this lease to work the place for another year, the party of the first part may enter upon the place either by its agent or lessee, and put in wheat or other crops on all stubble ground, also to drill in wheat between the rows on all corn ground if desired, but shall use due diligence and care to avoid damaging the crops that may then be on the said land.

Seventh. *In Case of Sale.* It is agreed that at all times during the term of this lease the premises are subject to sale by the party of the first part; that in case of such sale the second party agrees to surrender the premises upon _____ days' notice and upon payment to him of a fair compensation for growing and immature crops. In case of disagreement as to the amount, it shall be left to three disinterested appraisers, of whom the parties hereto shall choose one each, and these two thus chosen shall select a third one, their decision shall be final.

Eighth. *Extension.* It is further agreed that no act of either or both parties hereunto shall be construed as an extension of this lease unless the same is reduced to writing and signed by both parties hereto.

Ninth. *Millet.* If Hungarian millet, cane or other cattle or hog feed be raised, or hay cut and put up on said land, said second party hereby agrees to purchase said first party's share of such crop or crops, at the market price at railroad station, in cash at the time such crop is gathered.

Tenth. *Uncultivated Lands.* It is further agreed that said first party, his authorized agent or employe, shall have the right to take possession of all uncultivated land on said premises at any time desired for the purpose of having the same plowed or broken, or to erect improvements of any kind whatever.

Eleventh. *Pasturing.* It is further agreed by the parties hereto that the party of the second part shall not pasture, nor allow to be pastured on any part of the aforesaid land upon

which wheat is sown unless the ground is thoroughly broken, or in any way damage the growing crop.

Twelfth. It is further agreed by the parties hereto _____.

Sec. 441. Orchard Contracts. A letter from Stark Bros. Nurseries & Orchards Co. contains the following:

“ . . . A satisfactory plan we recently outlined is of value and a copy of these suggestions we are inclosing and hope that you can use them to advantage.

Sec. 442. “In addition to the method as outlined the orchard can be leased outright on an equitable basis. There is still another plan of turning the entire orchard over to the tenant for management, letting him handle it entirely and dividing the net profits on an equitable basis.”

Sec. 443. Outline of contract for fruit orchard already in bearing. Tenant performs all labor and receives one-third:

“After having personally inspected your orchard and farm, and with a knowledge of the very favorable market conditions that prevail, I have discussed the matter of your contract with our leading orchard men and we have arrived at the following, which we consider would be an equitable basis between you and your tenant:

“Owner furnishes land, pays taxes, furnishes necessary money for repairing present improvements in the way of fences, buildings, etc., furnishes money necessary to equip spraying outfit, buys all chemicals for use with same and furnishes the baskets, boxes or crates in which the fruit is shipped.

“The tenant furnishes all labor, putting in his entire time and securing additional help in harvesting season; sorts, boxes or packs all fruit and hauls it to a designated place in the city; does the spraying, pruning and cultivation at the direction of the owner.

“Tenant to receive one-third of the proceeds of the fruit sale.

“This arrangement will be more favorable to the owner the first season or so, but thereafter, much more in favor of the tenant, but this margin should offset the years in which there are total or partial failures.”

Sec. 444. Indiana Orchard Contract. (Secured through the *Rural New Yorker*.) An Indiana peach orchard grower leased twenty acres of land adjoining his own small farm for fifteen years. In the lease the lessee is called the "party of the first part" and the lessor or owner of the land the "party of the second part." The lessee gives the following outline of the contract:

"Party leasing the land agrees to fit it ready for planting; to furnish all trees necessary for planting; to furnish sprayer and all spray material; to furnish one-half of all labor and teams required in pruning, spraying, cultivating orchard and intercrops. Party leasing the land also agrees to assume management of same; look after harvesting, marketing and disposal of all crops grown on land. Party of the first part also agrees to furnish one-half of all expense in marketing and crops that may be grown, such as cost of picking, fruit packages, telegrams, etc.

"Party of the second part, owner of the land, agrees to furnish the land and keep the taxes paid thereon; to keep up all fences; to furnish one-half of all labor and teams in harvesting and marketing any crops that may be grown and one-half of all expense attached thereto. Each party interested shall share an equal one-half in all profits arising from this agreement."

The tenant or lessee comments upon this lease as follows:

"This proposition can be so modified that the lessee could assume all labor and expense and return to the owner of the land a smaller per cent. of the net earnings than that shown above. The man doing all the work, furnishing the muscle and brains and also putting some of his hard-earned cash into the proposition should have from two-thirds to three-fourths of all net revenue."

Sec. 448. S. H. Burton, the orchardist who wrote the above outline of orchard contract for the *Rural New Yorker*, was asked the following questions:

1. In this lease who furnishes the seed for intercrops?
2. Does tenant plant the trees without landlord's help?
3. What is the land worth before orchard is planted and after?
4. How will the mature orchard at end of fifteen years affect the value of land, if land about it remains about the same in value?

5. Is it assumed between the parties that the trees planted are worth as much as the land was before the orchard was planted?

6. Will the trees bear fifteen years after planting?

7. How much more should landlord receive if he furnished a good six-room house, pasture for cow and team and outbuildings?

8. Is this a common form of lease for orchard lands in Indiana?

The orchardist replied as follows:

Sec. 449. "In planting a peach orchard on neighbor's land, a sort of partnership agreement was entered into. I, the tenant, was already growing good crops of peaches on my own land adjoining the idle ground of my neighbors. I had made a success of it, and was equipped to handle a larger proposition, hence we had no trouble in getting our neighbor to let us have all the land we wanted to grow peaches on. Only the details or incidentals were lacking to make the thing go, and these details are what you want. From the number of offers I have had since starting this orchard, it seems that the land owners are more than willing to put their land against practical experience, and I have had half a dozen chances to plant out peach orchards on some such terms. The main point seems to be in securing the confidence of the land owner. In this particular instance both parties were willing to be liberal in drawing up a contract that would suit all around.

Sec. 450. 1. "I agreed to fit the land ready for planting and agreed to furnish *all trees for planting and re-planting*. I also agreed to furnish *all seed for intercrops*, also to do all the pruning.

2. "Beyond this we both stand an equal one-half of all expense and labor, such as planting the trees, fitting the ground for future crops, cultivating the orchard, purchasing supplies and machinery and every other item that is needed. In handling the proposition I agree to assume the superintendency and managing of same. One-half of all net profits is to be divided equally for fifteen years.

Sec. 451. 3. "The land lays within a few hundred yards of the city limits of a town of 10,000 people and is valued at \$150.00 per acre without improvements, that is, the raw land;

\$100.00 per acre is a fair increase in value after the orchard has been planted one year.

4. "Aside from the expense of clearing the land at the end of fifteen years the land will be vested and also increased in fertility from turning under orchard cover crops, etc.

Sec. 452. 5. "Is a hard question to answer, but under good management and profitable crops, the trees ought to double the value of the land, or in other words, the orchard ought to be worth as much or more than the land, if the land was non-producing before the orchard was planted.

6. "Fifteen years is considered about the life of the average peach tree, and on light soils probably less.

7. "If tenant assumes management of orchard, I should consider this fair pay for use of house and pasture.

8. "This form of lease or partnership agreement will embody more or less the salient features of any contract that may be made."

Sec. 453. Systems of Share Farming in Minnesota. The following from a letter to the author from Prof. Wm. L. Cavert, of the Division of Research in Agricultural Economics, of the Department of Agriculture, University of Minnesota, gives in brief the systems of leasing farms in that State:

"We have no samples of contracts actually in operation between landlord and tenant on file. However, I can state in a general way the principal features of the most common systems of land rentals in our State.

One-third System—Half-share System "Probably the most common form of share rental is what is known as the one-third system. Under this plan the *tenant* furnishes everything except the land and gives *one-third to the landlord* for the use of the land. In some sections the half-share system is used to a considerable extent. Where the landlord has not an interest in the cattle, this system is not much used except for small grain. By small grain I mean oats, wheat, barley, rye and flax. Under this half-share system the landlord furnished all the seed and one-half of the cash threshing bill, and receives one-half of the crop at the threshing machine.

Dairy and Stock Systems. "In a few sections we have a system where the landlord furnishes all or part of the cattle. Under this system the landlord furnishes all of the milk cows and one-half of the breeding swine. The cattle and hogs are fed on undivided feed and both tenant and landlord share equally in the sales of milk and in the increase of the cattle and hogs. The crops are raised on the half-share plan as outlined above, and all the live stock except the work horses are fed on undivided roughage, but the tenant furnishes all of his own grain. In all systems it is customary to furnish the tenant house rent free of charge. Under the cash rent systems, of course the landlord furnishes only the land, and pays the taxes and gives the tenant the house rent free of charge."

MINNESOTA LEASE—SHARE RENT.

(It should be noted that in this contract the tenant is "the party of the first part," the landlord "the party of the second part.")

Sec. 454. This indenture, made this _____ day of _____, 19____, by and between _____, party of the first part, _____ owner of the real estate hereinafter described, party of the second part;

Witnesseth, That the party of the first part hereby agrees to and with the party of the second part, for the consideration hereinafter named, to well and faithfully till and farm, during the season of farming, in the year 19____, commencing _____, 19____, and ending _____, 19____, in a good and husband-like manner, and according to the usual course of husbandry, the following described premises and real estate, situate in the County of _____, and State of _____, viz: _____; and the said party of the first part hereby further agrees to sow and plant the said land in such crops as the party of the second part shall direct, but said _____ party is to furnish all seed necessary to sow and plant said land, and _____ party is to pay one _____ of the threshing machine bill for threshing the grain _____.

Sec. 455. The party of the first part also agrees to furnish, at his own cost and expense, all proper and convenient tools, teams, utensils, farm implements and machinery (except as hereinafter otherwise provided); to carry on and cultivate said farm

during said season, and to furnish and provide all proper assistance and hired help in and about the cultivation and management of said farm, and to farm and cultivate the said lands to the best advantage and according to his best skill and judgment, and to maintain and keep up the fences so as to protect said crops from injury and waste, but second party is to furnish material; **[Sec. 456]** first party to watch, care for and protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done, and to crop and cultivate said lands, and harvest, thresh and secure the crops grown thereon in a farmer-like style and in the best possible manner during said season, and after harvesting the crops to plow immediately in a good and proper manner so much and such parts of said farm suitable for a succeeding crop as shall be plowed at the time the party of the first part takes possession thereof; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm, but said second party is to furnish material; **[Sec. 457]** first party to do and perform all proper and ordinary work, labor, care and skill requisite, usual or necessary to work and crop said premises in a proper manner and style and to the best interests of the party of the second part; **[Sec. 458]** and further agrees not to remove any straw or manure from said farm, but to haul out and spread on said premises all manure made thereon, and not to sell or remove or suffer to be sold or removed any of the produce of said farm or premises, or the stock, increase, income or the products herein mentioned of any kind, character or description, until the final settlement, without the written consent of the party of the second part; and until such settlement, the title and possession of all hay, grain, crops, produce, stock, increase, income and products raised, grown or produced on said premises shall be and remain in the party of the second part, and said party of the second part has the right to take and hold enough of the crop, stock, increase, income and products that would on the division of the same belong to said party of the first part; to repay any and all the advances made to him by party of the second part, and interest thereon at _____ per cent. per annum, and also to pay all indebtedness due said party of the second part by said party of the first part,

if any there be. **[Sec. 459]** The party of the first part is also to work out the road tax on all the said land, and to destroy all Russian thistles and other noxious weeds declared by statute to be common nuisances, within the times prescribed by law. **[Sec. 460]** It is also agreed that in case said party of the first part neglects or fails to perform any of the conditions and terms of this contract on his part to be done and performed, then said party of the second part is hereby authorized and empowered to enter upon said premises and take full and absolute possession of the same, and he may do and perform all things agreed to be done by the party of the first part remaining undone, and to retain or sell sufficient of the crops raised on said premises that would otherwise belong to said first party if he had performed the conditions hereof; to pay and satisfy all costs and expenses of every kind incurred in performing said contract, with interest at _____ per cent. per annum, and the residue remaining, if any, of said crops, shall belong to said party of the first part, after all conditions are fulfilled. This contract shall not be assignable or sublet by party of first part without written consent of party of the second part.

Sec. 461. In consideration of the faithful and diligent performance of all the stipulations of this contract by the party of the first part, the party of the second part agrees, upon reasonable request thereafter made, to give and deliver on said farm the _____ of all grains, vegetables, _____ so raised and secured upon said farm, during said season _____.

To the above lease the following covenants are often entered into when stock are to be kept on the shares :

Sec. 462. Stock. Party of the second part is to place and leave on said farm from _____ to _____ cows and such young stock and sows as he sees fit, all of which, except cows, are to be appraised at the time of the commencement of this contract by the parties if they can agree, but if they can not agree, each party is to choose a man, and these two to choose a third person, and the three persons thus chosen shall make the appraisal herein provided for.

Sec. 463. *Labor—Feed.* The party of the first part agrees to perform all the labor necessary and usual in protecting, feeding and caring for said stock, and shall protect, feed and care for the same in the usual manner among farmers, but each party is to furnish one-half of the hay, straw and feed for said stock until it grows on the place, after which the stock shall be fed out of hay, straw and feed raised on the place, which is undivided; and the party of the first part shall be entitled to receive only one-half of the balance of the crops and produce after deducting so much thereof as may be necessary to properly feed said stock for the balance of the year. If the party of the second part furnishes all of the feed until it is grown or any part thereof, he is to retain out of the share going to said party of the first part so much thereof as he should have furnished. If any feed is bought, each party is to pay one-half thereof.

Sec. 464. *Re-appraisalment.* At the end of said term, to-wit: _____, 19___, the stock herein provided to be appraised shall be appraised again in a similar manner.

Half Share. In consideration of the faithful performance by the party of the first part, of all the provisions of this contract to be performed by him, the party of the second part hereby agrees at the end of said term, or sooner, if the parties so agree, to deliver to the party of the first part, one-half of all the increase of said stock, and one-half of all the products and income arising therefrom.

Sec. 465. In case any of the income or products of said stock or the increase thereof is sold before the final division, the second party is to pay to said first party the share going to him under this contract, unless the same is retained under the other provisions of this contract.

Milk. The milk from the cows shall be disposed of as second party directs, and sour milk and slops shall be fed to the calves and hogs.

Hogs Appraised by the Pound. The hogs shall be appraised by the pound, and a like number of pounds shall be retained by party of the second part, at the end of the term, and of the same kind, as near as may be, as placed on the farm at the commencement of

this contract, and second party agrees to deliver to said first party one-half of the increase.

House, etc. The party of the first part is to occupy the house and other buildings on said farm during the continuation of this contract, except _____.

Sec. 466. Teams. The party of the first part is to have pasturage for his teams to carry on said farm, but is to otherwise furnish feed therefor, except hay and straw, which is to be used out of that which is undivided.

Cows. The party of the first part may put _____ cows on the place for his own use, to be fed out of common feed and pasturage, but the increase is to be kept and divided as the other increase.

Sec. 467. Horses—Colts. Second party reserves the right to leave a number of horses and colts on the farm, not exceeding _____ in number, which are to be pastured on the farm and cared for by said first party, the same as the other stock, free of charge, except that second party will furnish the grain for the same.

If Stock is Injured. It is agreed that if any of the original stock is injured, dies or is lost without fault of said party of the first part, then said party of the second part is to suffer the loss; but if the increase is injured, dies or is lost without the fault of said party of the first part, both parties suffer the loss equally. But if any of the original stock is injured, dies or is lost on account of any fault of said party of the first part, the said first party shall suffer the whole loss, and second party may retain the value thereof and damage incurred out of the share going to said first party under this contract, and if the increase is injured, dies, or is lost on account of any fault of said first party, then first party is to suffer one-half of the loss or damage, and second party may retain such amount out of the share going to said first party.

Sec. 468. Bull. The party of the second part agrees to leave his bull on the farm, and first party agrees to take care of him, and feed him out of common stock, and keep him shut up, and

he is to be served to the cows on the place. Second party agrees to give to said first party one-half of what is realized out of the bull in serving stock for other parties.

Garden Spot. First party is to have a garden spot of _____ acre for himself, and second party reserves _____ acre for his own use.

Salt. Each party is to pay one-half of the salt used, to feed the stock.

Sec. 469. *Title to and Possession of Stock, etc.* The title to and possession of all said stock, increase, income and products shall be and remain in the party of the second part until the division thereof, and said party of the first part shall only be the agent and hired servant of said second party in said business, and the provisions herein made for first party's benefit are for his work, labor and services herein and in full thereof.

In testimony whereof, both parties have hereunto set their hands and seals the day and year hereinbefore written.

_____ [SEAL.]
_____ [SEAL.]
_____ [SEAL.]
_____ [SEAL.]

Signed, sealed and delivered in presence of

State of _____, County of _____, ss:

On this _____ day of _____, A. D. 19____, before me, a _____ within and for said county, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

(See Sec. 16).

MINNESOTA—CASH RENT, CHATTEL MORTGAGE CLAUSE.

Sec. 470. This agreement, made this _____ day of _____, 19____, by and between _____, party of the first part, lessor, and _____, of the Township of _____, County of _____, State of Minnesota, party of the second part, lessee _____:

Witnesseth, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises, situated in the County of _____ and State of Minnesota, viz: _____. In Section Number _____, Township Number _____, Range Number _____, containing _____ acres, be the same more or less, of which described premises the second party hereby agrees to plow and put into crops not less than _____ acres each year during the continuance of this lease.

To have and to hold, the above rented premises, unto the said second party, _____ heirs and assigns, subject to the conditions and limitations hereinafter mentioned, for and during the full term of _____ years from and after the _____ day of _____, 19____. The term of this lease ending the _____ day of _____, 19____.

Sec. 471. And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the term of this lease, the sum of _____ dollars, on the _____ day of _____, 19____, at _____, and in addition to such amount, \$_____ per acre for each and every acre cultivated on above described premises in excess of _____ acres, _____ and the said second party further agrees that in addition to the rent before specified _____ will also pay all taxes that may be assessed against said premises for the year 19____, and pay the same before the same become delinquent.

Sec. 472. *Forfeiture—Re-entry—Rent—Sale.* And it is further agreed, by and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease

and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to _____ of \$_____ per acre for each acre of said premises newly plowed by said second party at the time said possession is demanded; if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid.

Holding Over. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to _____ in a sealed envelope, duly stamped and directed to _____, at _____, which is hereby declared by _____ to be _____ usual post office address.

Sec. 473. *Assignment—Subletting—Surrender.* And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said first party, and that _____ will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted.

Sec. 474. *Husbandry — Fences — Trees—Waste—Repairs—Straw—Manure.* Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit

and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate, and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

Sec. 475. Peaceable Possession. And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

To the above lease is often added the following:

Sec. 476. Chattel Mortgage Clause. To secure the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby expressly mortgage unto said first party all crops growing or grown on said premises during the term of this lease, and does hereby expressly authorize and fully empower said first party in the case of any default on the part of said second party in paying said rent or in performing any of the covenants in this lease, to seize and take possession of said mortgaged property at once, and sell the same at public auction, with notice as provided by law, and out of the proceeds of said sale, to pay and discharge all rents, damages and expenses which may at the time be due and incurred, and pay over to said second party the surplus money arising from such sale.

In testimony whereof, both parties have hereunto set their hands and seals the day and year hereinbefore written.

Signed, sealed and delivered in presence of

_____ [SEAL.]
_____ [SEAL.]
_____ [SEAL.]
_____ [SEAL.]

State of Minnesota, County of _____, ss.

On this _____ day of _____, A. D. 19___, before me, a _____ within and for said county, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

**A NEW BASIS PROPOSED FOR DIVIDING THE PROCEEDS
OF THE FARM BETWEEN THE LANDLORD AND
THE TENANT.**

Sec. 477. This system provides that the division of the proceeds from the farm should be upon the basis of the ratio of the annual money value of what the landlord and tenant put into the enterprise. If five per cent. of the value of the farm and ten per cent. of the equipment amount to \$1,150, and if the labor furnished by the tenant is worth \$850, then they should share the proceeds in the ratio of $57\frac{1}{2}$ to $42\frac{1}{2}$. If the net income should happen to be exactly \$2,000, then the division would be according to the following proportion: $57\frac{1}{2}:42\frac{1}{2}::\$1,150:\$850$.

If the net income should be more or less than \$2,000, the ratio would still be the same.

We give the article which appeared in the *Ohio Farmer*, November 21, 1914, in full. The inquiry sent to the editors was as follows:

“What would be fair terms for division of income on a 200-acre dairy farm, the landlord to furnish everything?”—C. C. W., Outville, Ohio.

The following reply was given by Dr. H. P. Miller, Agriculturist of the Portage County Improvement Association:

Sec. 478. “This gives an opportunity for a discussion of a rational tenancy system. Tenancy contracts in America have not generally been based on a careful analysis of the elements involved. The two main elements are the capital of the landowner and the labor contributed by the tenant.

Sec. 479. Custom. “Both landlord and tenant usually approach the consideration of a contract with the assumption that

the tenant must receive either one-half or a third and begin to figure what each should furnish. And instead of employing the only accurate basis for the comparison of values which we have, they usually appeal to 'custom.' 'Custom' should no more be relied upon to determine the terms of a lease in any specific instance than it should to determine the price of a farm.

Sec. 480. *Elements of Value to a Tenant.* "It will readily be recognized that one farm in a township may be well worth twice as much as another of the same area. Location as to school town, railway and improved roads; the buildings, the shape and contour of tillable fields, their location as to buildings, the natural productivity of the land, its present state of fertility, the size of the farm and proportion of tillable land, the carrying capacity of the pastures, the water supply and the condition of the fences; all of these things enter into the determination of the rental value of the land, even more than its sale value, because some of them may ultimately change for the better. The tenant can consider only present factors.

Sec. 481. *Ratio.* "It seems not to have entered the minds of either landlords or tenants that it is just as easy to make the share to each any other per cent. as 50 or 33 1-3, and that the rational thing for each to do is to put into the partnership whatever he has to put in and to share in proportion to what he invests, whether that be 50, 40 or 37½ per cent.

Sec. 482. *Basis of Division.* "For the want of more accurate system we measure values in dollars. The first step in determining the basis for an equitable division is to agree upon the annual money value of what each puts into the enterprise. All of the elements enumerated above should be considered in determining the cash rental value of the farm. Five per cent. is considered a fair return upon land. The investment in cows, work horses and farming utensils should be allowed ten per cent. and five per cent. upon young growing stock.

Sec. 483. *Illustration.* "Suppose it is agreed between landlord and tenant that the land is worth \$15,000 and the equipment, on detail invoice, \$4,000. Five per cent. on the \$15,000 is

\$750 and ten per cent. on the \$4,000 is \$400. The landlord should then have \$1,150 per year. We will now suppose it is agreed the tenant is to keep one regular hand and has a boy able to do one-third a man's work. The hand will cost, with board, \$450. We will say the tenant himself should have \$300 besides the use of house, garden, fruit, milk for family and use of horse for family driving. The boy we will estimate will contribute labor worth \$100. This makes \$850 estimated due the tenant. If the wife or daughters milk or make butter, they should be paid. Stated in percentages, the tenant should have 42½ per cent. of the net returns. That is. all running expenses, as fertilizer, feeds, salt, machinery and harness repairs, and cost of milk delivery, if any, should be paid before the division is made.'

“If the net income should happen to be just \$2,000, each party would get exactly what he expected. If the season should be unusually favorable, crops better than the average, and prices high, the net income might reach \$3,000. The landlord should then have 57½ per cent. and the tenant 42½ of the extra \$1,000. On the other hand, adverse conditions might reduce the normal income. The landlord would then have to be satisfied with less than five per cent. on his land investment and the tenant with less than \$300 for his labor.

“The same principle will apply where the tenant furnishes any part of the equipment. He should be allowed the same per cent. on his investment in stock or tools, whatever it may be, as the landlord for what he contributes.

Sec. 484. Inventory. “A careful inventory should be made of what each puts into the enterprise. A great deal of trouble can be avoided by accuracy and a definite understanding over details. It should be agreed upon as to how much poultry is to be kept and how the income from it is to be shared; what proportion of the fruit tenant is to have for family use and what repairs to buildings and fences tenant is to make. Permanent improvements should be considered as increasing the landlord's investment, and changing his proportion unless the tenant contributes labor toward their installation. So too, public improvements, as the building of roads, which increase the taxes upon

the land and increase its value to the tenant should increase the proportionate return to the land owner.”

CASH LEASE—FOR FIVE YEARS—OHIO.

Sec. 485. This agreement of lease Witnesseth: That H. H. Baldwin, of Dayton, Montgomery County, Ohio, lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by F. W. Calthrop, of Clinton County, Ohio, lessee, and his assigns, does hereby grant, demise and lease unto the said lessee, his executors, administrators and assigns, the following described premises, to-wit:

Lessor's farm situate about four and one-half miles northeast of _____ in _____ Township, Warren County, Ohio, containing about 321 acres, more or less, and known as "Oakwood Farm," to have and to hold the same with the appurtenances unto the said lessee, his executors, administrators and assigns, for and during the full term of five years next ensuing from the first of March, 1916, and to be fully completed and ended on the first day of March, 1921.

Termination. It is further stipulated by and between the parties hereto that if either party desires to terminate said lease at the end of any year during the continuance thereof that such party shall notify the other in writing on or before the first day of July of the year preceding the date on which said lease is to be terminated.

Damages. It is further agreed by and between the parties that if the lessor shall terminate said lease at the end of the first year, then and in that event he shall pay to the lessee the sum of Two Hundred (\$200) Dollars as his damages, and if said lessor shall terminate said lease at the end of the second year, he shall pay the lessee the sum of One Hundred and Twenty-five (\$125) Dollars as his damages.

Sec. 486. *Fall Seeding — Manure Spreader.* The lessee herein is to have the privilege of entering upon the premises hereby leased in the fall of 1915 for the purpose of seeding such part of said premises as the parties hereto may agree upon. The lessor to have the privilege of entering upon the premises

and seeding upon the same in the fall prior to the expiration or termination of this lease. Lessor is to furnish lessee with a manure spreader for use by him on the farm only; said spreader to be cared for and kept under roof and to be returned to lessor at the end of the lease in as good condition as it now is, ordinary wear and tear excepted.

Rooms Reserved. Lessor reserves two rooms in the dwelling house upon said premises for his own use with the right of ingress and egress to same, the particular rooms to be reserved to be agreed upon by the parties hereto.

Sec. 487. Husbandry—Repairs. Lessee upon his part agrees to farm said premises in a good husbandlike manner; that he will properly trim the fruit trees upon said premises and spray same at least twice each year; that he will cut the weeds along the fence rows in the fields under cultivation once each year, and will cut all noxious weeds that may spring up on the premises; that he will keep the manure made on said premises hauled out on the fields and none will be taken off the farm. Lessee agrees to keep the fences and gates in ordinary repair and to stop washes upon the farm by the use of straw, corn stalks, brush or other material. Any new fences that are to be erected lessor agrees to erect and pay for, and the lessee agrees to do the hauling that may be necessary therefor.

Sec. 488. Fuel. No straw or fodder to be sold off of the farm. Said lessee to have the privilege of cutting wood from the dead and down timber upon said premises for his own use.

Silo—Labor. Lessor agrees to erect upon said premises a silo, the same to be ready for use in the fall of 1916. Lessee to haul the sand and cement necessary to be used in the erection of the same, and do such other work as may be necessary upon the farm in connection with the erection of said silo, except a man to do the cement work in connection therewith, which man the lessor is to furnish and pay for.

Sec. 489. Rent. Lessee yielding and paying therefor during said term the sum of \$1,250 for the first year, \$600.00, payable on or before September 1st., 1916, and \$650.00 on or before

March 1st, 1917, and the sum of \$1,300.00 for each and every year thereafter during the continuance of said lease; \$650.00 on or before the first day of September, and \$650.00 on or before the first day of March of each and every year during the continuance of said lease. The lessee to execute and deliver to the lessor his notes for the above sums on or before March 1st of each and every year.

Sec. 490. General Covenants. And the lessee for himself and for his executors, administrators and assigns, does hereby covenant and agree with said lessor, his heirs and assigns, that he will pay said rents, in manner aforesaid, unless said premises shall be destroyed or rendered untenable by fire or unavoidable accident; that he will not do or suffer any waste therein, nor use said premises for any unlawful purpose, nor assign this lease, nor underlet said premises without the written consent of said lessor, and that at the end of said term he will deliver up said premises in as good order and condition as they now are, or may be put by said lessor, reasonable use and ordinary wear and tear thereof, and damage by fire and other unavoidable casualty excepted; and further, that for the said rents to be paid by said lessee and assigns, a lien is hereby reserved upon the premises hereby leased and the interest of said lessee and assigns in and to the same, in favor of said lessor, his heirs and assigns, prior and preferable to any and all other liens thereupon whatsoever.

In witness whereof, the said lessor and lessee have hereunto set their hands in duplicate on the 16th day of September in the year of our Lord nineteen hundred and fifteen.

Signed and acknowledged in presence of:

RUTH WYKOFF,
C. C. MARCUM,

H. H. BALDWIN,
F. W. CALTHROP.

State of Ohio, Warren County, ss.

Be it remembered that on the 15th day of September in the year of our Lord nineteen hundred and fifteen, before me, a notary public in and for said county, personally came H. H. Baldwin and F. W. Calthrop, the parties named in the foregoing lease, and acknowledged the signing thereof to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

C. C. MARCUM,
Notary Public.

(See Sec. 16.)

Sec. 491. Cultivation of Field for Share of Crop. Contract of Hiring. This agreement, made and entered into this _____ day of _____, 19____, by and between John Jones, of _____, party of the first part, and James Smith, of _____, party of the second part; Witnesseth:

Said party of the first part has this day let unto said party of the second part, a certain twenty-acre field to be planted and cultivated in corn this season, the rental rendered therefor to be the _____ part of the crop raised on said field.

Said party of the second part agrees to furnish the seed and plant said field in corn, and cultivate the same in a good and proper manner, and to deliver and put in the cribs of said party as rental therefor. One-half of the stalks are to be allowed to remain standing for the use and benefit of the said party of the first part, and the said party of the second part may cut and remove the other half thereof for his own use and benefit, but shall not pasture the same in the ground. And said party of the second part agrees to put forth all reasonable efforts to have all of said corn husked and cribbed and his fodder removed on or before December 15, 19____.

In witness whereof, said parties have hereunto set their hands on this _____ day of _____, 19____.

JOHN JONES,
JAMES SMITH.

(See Sec. 16.)

CONTRACT OF HIRING.

(Furnished by Prof. W. R. Gorham, Pennsylvania State College.)

Sec. 492. Agreement entered into this twenty-fourth day of December, A. D. 1907, by and between W. R. Gorham, agent, of Halls Station, Pa., party of the first part, and Henry Hoover, of Selinsgrove, Pa., party of the second part, Witnesseth: That the said Henry Hoover, party of the second part, hereby agrees

to enter into the service of the party of the first part on the farm of the Robert C. H. Brock Estate, at Halls Station, Pa., from the first day of January, in the year 1908; to perform all the duties, labor and work necessary for the care, feeding and milking of thirty (30) cows, and for the general care of the cow barns and all other work incident to the dairy department of said farm, all of which said work and labor is to be performed under the direction and management of the party of the first part.

Sec. 493. In consideration for this service the party of the first part hereby agrees to pay the party of the second part the sum of Fifty Dollars (\$50.00) per month; to lease him the house known as the stableman's house adjoining dairy barn on the said farm, [Sec. 82] and to supply the party of the second part with one (1) quart of milk per day.

The party of the first part hereby agrees for every additional cow, over and above the thirty (30) cows above mentioned, placed in the care of the said party of the second part, to pay the sum of One Dollar Sixty Cents (\$1.60) per month for the care of each additional cow.

Sec. 494. The said party of the first part hereby leases to the said party of the second part the house and garden, as above mentioned, beginning with the date of this lease, from month to month, in consideration of the above services, and the parties hereby mutually agree to give each other one month's notice, each to the other, of their intention to terminate this agreement.

Witness our hands and seals the day and year first above written.

Witness:

LYDIA HOOVER.

HENRY HOOVER [SEAL.]

W. R. GORHAM [SEAL.]

CONTRACT OF HIRING.

Sec. 495. Memorandum of agreement, made and concluded this sixteenth day of January, A. D. 1909, by and between W. R. Gorham, manager, party of the first part, and W. C. Solomon, of Pennsdale, Pa., party of the second part, Witnesseth:

That for and in consideration of the covenants and payments hereby agreed by the said party of the first part to be kept and performed, said party of the second part hereby agrees to labor upon the farms and property managed and controlled by the said W. R. Gorham, manager, and as directed by the said W. R. Gorham, manager, from the first day of April, 1909, for and during the period of the term of this contract, as hereinafter limited and expressed.

Sec. 496. In consideration of the faithful performance by the said W. C. Solomon of his part of the covenant to render services of labor upon the premises above mentioned, the said W. R. Gorham hereby agrees to pay to the said W. C. Solomon the sum of Twenty-five Dollars (\$25.00) per month so long as this agreement shall remain undetermined by the parties hereto or either of them, and also to give and grant unto the said W. C. Solomon the right to occupy and use the tenant house [Sec. 82] on said premises known as the Mill House or such other tenant house as the said W. R. Gorham shall hereafter determine, free and clear of rent for said house and garden attached, and also giving and granting to the said W. C. Solomon the right or privilege to cut wood for fuel where and as directed by the said W. R. Gorham, manager.

Sec. 497. It is hereby mutually agreed that this agreement in all its conditions shall continue from month to month from April 1st, 1909, until the same shall have been terminated by either the party of the first part or the party of the second part, which termination may be had by either party giving to the other thirty (30) days' notice of his intention so to terminate the agreement. And upon the termination of the agreement by either party upon written notice aforesaid, the said W. C. Solomon hereby expressly agrees to remove from the said premises and to yield up and surrender possession of the house and garden occupied by him at the end of the period designated by the notice so given without any claim on the part of the said W. C. Solomon against the said W. R. Gorham, manager, except for wages in arrear.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witness:

H. C. HOOVER.

W. R. GORHAM, Mgr. [SEAL.]

W. C. SOLOMON [SEAL.]

Sec. 498. Agreement for Work of Any Kind. This agreement made and entered into this _____ day of _____ in the year 19____, by and between _____, of _____, party of the first part, and _____, party of the second part, witnesseth:

The said party of the first part doth hereby covenant and agree with the said party of the second part to work faithfully for the said party of the second part for the term of _____ months, commencing on the _____ day of _____, in the year 19____, in business of _____, and perform such other services and labor as the said party of the second part may reasonably require.

The said party of the second part hereby agrees to pay the said party of the first part for said term of service at the rate of _____ dollars (\$_____) per month, in the following manner: (Here state time and conditions of payment).

It is hereby further agreed between said parties that either of them may put an end to this agreement and cease the relation of employer and employee, by giving the other _____ days' notice, verbal or otherwise, of such intention; but in such case the said party of the second part shall pay the said party of the first part for the time he may have worked at the rate above fixed.

In witness whereof, the said parties have hereunto set their hands the day and year above written.

Sec. 499. Agreement with Farm-house Tenant and Laborer. Dayton, Ohio, March 1, 1915. This agreement Witnesseth: That John Doe has this day become the house tenant of Richard Roe by moving into the West house on said Roe's farm, for the use and rental of which house said Doe agrees to pay the sum of five dollars per month, all of which rental said Roe agrees to accept in the labor of said Doe, at the rate of One and one-half

Dollars (\$1.50) for each day's service rendered, and the said Doe agrees to give the said Roe the first refusal of his service during harvest season. And this agreement shall remain in effect until one of said parties shall terminate the same by giving the other sixty days' notice of such intention.

In witness whereof, the said parties have set their hands hereunto, on this the _____ day of _____, 19__.

JOHN DOE,
RICHARD ROE.

Sec. 500. Assignment of a Lease. Dayton, Ohio, July 1, 1915. In consideration of the sum of _____ dollars (\$_____) to me paid by A. B., I hereby assign to him all my rights, title and interest in and to the within instrument.

Assignment of an Account. Dayton, Ohio, July 1, 1915. For value received, I hereby sell, assign and transfer to R. S. the within (or annexed) account, and all of my right, title, interest and demand in and to the same, with full authority to collect and receipt for the same. I guarantee that the said account is just and due, and that I have not received or discharged the same or any part thereof.

Dated this _____ day of _____, 19__.

T. B.

Notice to Debtor by Creditor of Assignment of Debt. Dayton, Ohio, June 1st, 1915. To K. T. Dear Sir:—I hereby notify you that I have this day assigned the debt of _____ dollars (\$_____) now owing from you to me to R. S., and I hereby request you to pay the said sum to him, and his receipt to you for the same shall be a sufficient and full discharge from said debt.

Yours very sincerely,

T. B.

Sec. 501. Notice by Assignee to Debtor of Assignment of a Debt. Dayton, Ohio, July 1, 1915. Dear Sir:—I hereby notify you that T. B. did, on June 1st, 1915, assign and fully transfer to me the debt of _____ dollars (\$_____) owing by you to him. Therefore I request that you pay the said debt to

me, on or before the _____ day of _____ next, and very greatly oblige,
Yours very truly, R. S.

Assignment and Guaranty of Payment. Dayton, Ohio, June 1st, 1915. For value received I hereby sell, assign and transfer to R. S. all of my right, title and interest in and to the within account, and all money due thereon, to-wit, the sum of _____ dollars (\$_____), and I hereby guarantee the payment of the same to the said R. S. or his assigns. T. B.

Notice to Leave Premises. H. V., Esq. Dear Sir:—You will please take notice that I want you to leave the premises you now occupy, situate and described as follows: (Here give a short description of premises), in _____ Township (or, if in town, give street and number, if any number), _____ County, State of Ohio.

Your compliance with this notice on or before the _____ of _____, 19___, will prevent legal measures being taken by me to obtain possession of said premises agreeably to law.

Yours respectively, T. B.

INDEX

[References are to sections.]

A

Abandonment,

- Gives possession to landlord, 120.
- Rights of tenant after, 120.
- Landlord may charge cost of care of crop to tenant, 120.
- Does not divest subtenants of their rights, 120.
- Covenants as to, 244, 279, 434.

Accommodation fences, 83.

Accounts,

- Balances, etc., 92.
- Covenants as to, 167, 187, 222, 245, 261, 361, 379, 392.

Acreage, kind and rotation of crops,

- May be shown by map of farm, 54.
- Covenants as to, 134, 169, 232.
 - Rotation, 273, 310.
- Acreage to be left plowed, 288.

Administrators, executors and assigns, 126.

- Included in leases, 429, 430, 433, 434, 437, 439, 440-5, 490.

Agent, heirs and assigns (see Administrators and Executors).

- Covenants as to, 351, 429, 433, 435, 490.

Agent of County Farm Bureau,

- As referee, 364.

Agreement, covenant (see also Lease, Forms and Contract), 3.

- Should be provable, 2.
- Written, 12.

Agricultural Holdings Act (England), 9.

Alfalfa,

- Agreement for harvesting, 170.
- Cutting for one-half of, in stack, 436.

Animals, dying on farm, 78, 244.

Appraisement, 260, 464.

[References are to sections.]

Arbitration — referees,

- Settlement of differences, 113.
- Covenants as to, 152, 316, 364, 440-7.

Assignment and subletting, 123 (see Forms).

- General rule—lessee may assign and sublet, 123.
- Share lease an exception, 123.
- How leasehold may be transferred, 123.
- Assignee bound by stipulations which “run with the land;” and bound by all other covenants if lease includes “assigns,” 124.
- Seal not necessary to such a transfer, 124.
- Courts not favorable to restrictions on, 124.
- Lessor may assign and give assignee evidence of authority, 125.
- By lessor, form of, 132a.
- (See Endorsements and Assignments, Assignment by Lessee and Acceptance by Lessor), 132, 132a.
- Landlord’s consent to, by lessee, 133.
- With consent of lessor on conditions, 125.
- With guarantee by lessee of performance of covenants by sub-lessee, 125.
- Covenants as to assignment and subletting:
 - By tenant, 154, 184, 245, 255, 266, 276, 322, 373, 376, 386, 414-7, 418-7, 433, 440-4, 460.
 - By landlord, 156.

Attachment of grain,

Covenants:

- Cash rent, 416-5, 430-3.
- In case of levy by execution, 418-5.
- In case grain and other crops are encumbered, 418-5, 430-3.
- If grain is removed, attached, levied upon by execution, or claimed by any pretense before rent is paid, 425, 438-6.
- Landlord may take grain and stock, when, 458.

Away going crops, 58-62 (see Crops).

B

Buildings on farm,

- Agreement of tenant to occupy house, 82.
- Restrictions as to use of house, 82.
- Agreements to build new buildings, 82.
- Covenants as to, 164, 253.
 - Corn crib reserved, 326.
 - Two rooms reserved, 486.
 - Reservation of parts of, 376.

[References are to sections.]

Bull,

Restrictions as to keeping, 77.
To be left on farm, 468.

Burning of stalks, straw and stubble prohibited (see Straw, 75;
Fodder, 75).

Bushel rent (see Systems of Renting Land), 25.

Incoming tenant to cut small grain for the one-fourth part of crop, 373.

Buying and selling, 53.

Covenants as to:

Between the parties at beginning of term, 166-7.
To effect division, 293.
Other covenants, 170, 221, 263, 267, 313, 418-5.

C

Cancellation of lease does not terminate it, 120.

Cane and millet,

Special agreement as to, 343.

Capital,

Covenants as to, 178.
Providing, by endorsing for tenant, 229.
To be furnished to tenant at times, 250.

Care and management of farm, 49.

Keeping premises neat, 111.
Covenants, 256, 257, 258, 267, 282, 334, 359, 406, 421-422, 423.
No change from usual, without consent of landlord, 361.

Cash rent, 23 (see also Systems of Renting Farms).

Farms rented for cash not so well kept, 22.
Reasons given for preferring, by landlord, 37.
Reasons given for preferring, by tenant, 38.
Requires less supervision, 33.
Leases for, 134-162, 413-414, 415-418, 420-428, 429-435, 470, 485-490.

Casualty, 129a.

Does not abate rent nor terminate lease, 129.
Landlord not bound to restore buildings, 129.
Covenants, 129.

Chattel mortgage, security for rent, 87.

Security provided by a clause in contract, 476.

[References are to sections.]

Chattels furnished by landlord and tenant, 167.

Equalizing values of, 167, 293.

Division of, when settling up, 242.

Cholera,

Provision against, 265.

Chickens (see Poultry, 98).

Clover,

Seed, furnishing, 99.

Hulling and sharing seed, 276.

Emblements in, 61 note.

Cutting second crop of, 61 note.

Cockle burrs (see Weeds).

Cognovit clause, 114.

Covenant, 397.

Combination lease — cash and shares, 27, 271-281, 437-438.

Common law,

General implications of, 6.

May determine rights of parties, 1.

Need of better understanding of, 4.

May become part of contract, 4.

Condition of farm,

May not be in fit, 47.

Contracts (see Lease, 16; Contracts of Hiring, 19; see also Outline List of Contracts, Table of Contents, pp. x-xii).

May be binding between the parties even though contrary to common law, custom, court decisions and statutes, 3.

Most important feature of tenant farming, 8.

The one great fundamental point in, 8.

Should be in writing, 8.

Should be fair, 8.

Verbal or written, 12.

Losses by not writing, 12.

Should always be provable, 12.

The best, 12.

Unreasonable fear of written, 12.

Advantages of a written, 13.

Principal points to be covered in lease, 14.

Of hiring, 19.

Forms of, 491-499.

Co-operation of landlord with tenant, 366.

[References are to sections.]

Corn,

- Division of, in cribs and in fields, 64-65.
- Rules for measuring ear corn in crib, and shelled corn in bin, 66.
- Field, rights of incoming tenant in, 30.
- Shredder, by whom to be furnished, 24.
- Covenants, landlord may cut and shock, 251.
 - Tenant to plant in check rows, 273, 329.
 - Tenant to plow six inches deep and plant in check rows, 414-2.

Court decisions,

- May determine rights of landlord and tenant, 2.
- May become part of contract, 8.

Covenants — agreements,

- Express or implied, 3.
- Which "run with the land" or "with the reversion," 123.

Cows (see also Live Stock).

- Benefit to farm of, 43.
- Cash payment to landlord by tenant for his share of undivided feed fed to, 70; covenant providing for, 172.
- Other covenants, 362.
 - As to feed for tenant's, 230.
 - Cows to be furnished with farm by lessor, 403-410.
 - Lease for keeping pure-bred, 399-402.

Cream separator,

- By whom furnished, 50-51.

Cropper (see Hiring, Contract of).

- Definition, distinction between tenant and, 19, 29.
- Rights of, fewer than those of tenant, 19.
- How relation of landowner and cropper may be created, 19 note.
- Often receives one-third of crops by contract of hiring, 29.
- Contracts of hiring between landowner and cropper, 491-499.

Crops,

- Acreage and kind of, 54.
- Where to be planted, 169, 232, 423.
- Rotation of, 232, 310.
- Care, cultivation and management of, 49.
- Delivery of, obligation of tenant to make, 56 and notes.
 - Covenants, 273, 284, 327, 367, 379, 392, 419.
 - Not farther than two miles, 438-7.
 - Not farther than eight miles, 367.
- Division of, 63-71.
 - Right to make, usually regarded as mutual in share farming, 55.
 - Both parties may be present at, 63.

[References are to sections.]

- Tenant bound to make proper, 63 .
- Custom as to, of hay, corn and small grain, 64.
- When tenant owns all of live stock, 65.
- Estimates of crops for,
 - Of corn in field, 65.
 - Of hay in mow or stack, 65.
 - Rule for measuring, 66.
- To provide feed for tenant's live stock when renting on shares, 67.
- Tenant allowed all of hay in some localities to feed; not, in others, 68.
- Disagreements over, 19.
- Injustice done in, by poorly drawn contracts, 68.
- Cropper has no right to make, 19.
- Of the several crops on the same farm by different ratios, 30.
- Various plans to avoid, 69.
- Better plan to avoid, suggested, 70.
 - Covenant by, 172.
 - Value of one-half of feed for tenant's horses and cows, 71.
- Covenants for division of crops and proceeds, 189, 196, 314, 337, 404, 419, 427, 430-7, 461, 462.
 - Receipts from milk and cream, 285.
 - For final division, 293, 315.
 - Two-thirds of corn to landlord, 343.
 - In Pennsylvania, 348, 352, 364.
 - In Kansas, 436, 438-6.
 - By one-third and by one-half systems in Minnesota, 453.
- Growing on farm when tenant takes possession, 57.
 - Payment for, in case of sale of farm, 440-7.
 - Covenants, tenant to cut, thresh and deliver for one-fourth of crop, 438-8, 440-7.
- Ownership of, 55.
 - Tenant's right to, of annual productions of his labor, 55.
 - Tendency is to regard, as mutual, by share farming, 55.
 - May be in either one of "tenants in common" by agreement, 55.
 - Covenants, title to be in landlord, 426 (see Security for Rent, 87).
 - Title to crops and stock to be in landlord, 458.
 - To secure rent and advances, 458.
- Rotation of, 54, 382.
 - Outline of system of, on estate in Maryland; by four-crop system, 337-338.
 - By five-crop system, 339.
 - Feature of, 339-40.
- Away going, 58.
 - Definition, 58.
 - Right to, may be in cash tenants as well as in share tenants, 58.
 - When tenant may sow, and return to harvest, 59.

[References are to sections.]

- When questions as to, usually arise, 60.
 General rule as to, 61.
 Right to, pertains to annual productions of the soil raised by tenant's labor; but not to things of annual growth, as fruit, etc., 61 note.
 Natural products of soil and growing crops can not be taken, 61.
 Crops in ground at end of term ordinarily belong to landlord, 61 note.
 No right to sow, by parol agreement coupled with parol lease, 61 note.
 Custom as to, in Pennsylvania and Ohio, 61 note.
 Covenants, 62.
 In leases, 174, 234, 438-8, 440-8.
 Incoming tenant shall have the right to cut, thresh and deliver crop for the fourth bushel, 373.
 Restrictions as to, 21.
 Sale of, 53.

Culverts, tiling,

- Care of, 108, 110.
 Covenants as to, 157, 253.

Custom,

- May revoke common law, 2.
 Knowledge of, presumed, 3.
 Should not always be followed, 5, 479.
 Better understanding of, needed, 4.

D

Dairy farming,

- Benefit of, 43.
 Contract for keeping pure-bred cows on shares, 399, 402.
 Lessor furnishes cows with farm on shares, 403-410.

Damages,

- Tenant liable in, if he neglects crops, 49.
 Landlord liable in, for destroying crops, 49.
 Covenants as to, 226, 414-12, 418-7, 422, 440, 440-2.

Death of either party,

- In case of, 130.
 General rule of law, 130.
 A legal but inequitable decision, 131.
 Covenant as to, 188.

[References are to sections.]

Debts (see Payment of Rent, 86-87).

Security for payment of, 90.

Payment of, from proceeds, 90.

Covenants; tenant shall not contract certain, 90, 267.

Tenant not to go security for payment of another's, 90.

Liabilities of parties for, 294.

Demise,

Agreement for, creates relation of landlord and tenant, 15.

Description of farm in lease, 46.

Differences,

Settlement of, 113.

Disagreements over division of crops, 68.

Ditches, tiling,

Care of, covenants as to, 108.

Covenants in leases, 252, 253, 274, 414-5, 418-3.

Division

Of crops (see Crops).

Of proceeds (see Proceeds).

Of live stock (see Live Stock).

On basis of ratio of cash value of what each puts into the business,
477, 481-483.

Dogs,

Keeping of, prohibited, 80.

Community agreement as to keeping, in Pennsylvania, 80.

Covenant, 233.

Driveways, roadways, 108.

Covenant, 359.

E

Emblements,

In what crops, may be claimed, 55, 58, 61.

Endorsements,

Forms of, 132-133.

Notations to be made on back of lease at time of taking possession, 132.

Guarantee, assignment and acceptance, 132, 132a.

Landlord's consent to assignment, 133.

Lessor's assignment, 132a.

Assignment of a lease, 500.

(See also Forms.)

[References are to sections.]

Enforcing performance of agreements,

Penalties, 114.

Provisions for, by fines, 114.

By having labor performed at tenant's expense, 114.

By forfeiture, 114.

By tenant paying attorney's fees, 114.

By cognovit, 114.

By having repairs made at landlord's expense, 114 (see also
Repairs, 84).

Often too harsh, 114.

When one party may be excused from performance, 114.

Agreements, by lessor, 161.

By lessee, 162, 184, 207, 279, 290, 322, 325, 333, 431, 434, 460.

Engine,

Repairs for, 84.

Furnishing, 382.

Ensilage cutter,

Furnishing, 382.

Executors, administrators and assigns (see Agent, etc.).May be bound by agreement to perform all of the covenants of
lessee, 126.

Covenants, 351, 429, 433, 435, 485, 490.

Exemption, waiver of, 91.

F**Fairness in contracts,**

Need of, 8.

Fall seeding by landlord, 100.

Covenants, 151, 253, 414-11, 440-6.

False claims disproved by written contract, 12.**Farm,**

Care and management of, 49.

Elements of value in, to tenant, 480.

Fear of written contracts unwarranted, 12.**Feed for tenant's live stock by share rent, 67.**

Various customs of dividing hay, grain, etc., for providing, 67.

Crops, buying (see Crops).

Covenants as to, 172, 189.

Feeding vs. selling crops, 43.

Covenants as to, 135, 171, 228.

[References are to sections.]

Fences,

- Poor, frequent source of trouble, 83.
- Landlord not bound to repair except by agreement, 11.
- Tenant is bound to repair, 11.
- Agreements as to live stock getting through, 11.
- Hedge, covenants as to, 273, 414-1, 418-4.
- Accommodation, 83.
- Covenants in leases, 137, 251, 390, 409, 414-1, 418-4, 421, 430-8, 438-4, 455, 474.
- Inside, 252, 301, 363.
- For whitewashing, 370.

Fertilizer, 99.

- Covenants, 200, 345, 363, 371, 378, 391.

Fields,

- Right to possession of, by landlord after removal of crops, 100.
- Agreement as to, 414-11.

Final settlement, 186, 242, 260, 293, 315, 357.

Fire,

- In case of damage or destruction by, 129.

Fixtures,

- Definition, 93.
- Tenant liable for damage to fixtures of landlord, 93.
- Tenant can not remove fixtures after he quits the farm, 93.
- Covenants as to, 243, 277.

Flax,

- Restriction as to raising, 21.

Flood,

- In case of casualty by, 129.

Fodder — stover,

- Restrictions as to removing, 21.
- Tenant for cash entitled to; tenant on shares not entitled to, 75.
- A common rule—tenant may take away as much as he brings, 75.
- Stipulation as to, 75.
- Covenant as to, advisable, 75.
- Covenants in leases, 138, 197, 249, 343, 368, 380, 389, 418-2, 433-5.

Forfeiture,

- Definition, 115.
- Stipulation in lease ~~not~~ necessary for, 115.
- Landlord's right in case of, by usual provisions, 115.
- Not favored by the law, 115.
- A letter in favor of, 116.
- Covenants, 161, 162, 185, 208, 279, 290, 432, 434, 460.

[References are to sections.]

Forms,

- Of leases, 15.
 - No precise form of words necessary, 15.
 - Printed forms not altogether satisfactory, 17.
 - (See descriptive list of Lease Contracts in Table of Contents, pp. x-xii; and also 413-435, 437-440, 454-476.)
- Of contracts of hiring, 491-499.
- Of endorsements (see Endorsements).
- Miscellaneous:
 - Assignment of an account, 500.
 - Notice to debtor by creditor of assignment of a debt, 500.
 - Notice by assignee to debtor of assignment of a debt, 498, 501.
 - Assignment and guarantee of payment, 501.
 - Notice to leave premises, 501.

Frauds, Statute of, 16.

- Possession or part performance under verbal agreement, 16.
- Leases for three years or more to be executed with all the formalities of a deed, 214, 245, 491.

Freight and express charges,

- Division of cost of, 362.

Fruit (see Orchard), 98.

- No right of emblements in, 61 note.
- Covenant, 354.
- Orchard, leases of, 441-452.

Fuel — timber,

- Restrictions as to, 21-9.
- Common law as to dead and down timber, 21-9.
- From trees blown down, 21-9.
- Penalty for injuring trees, vines, etc., statutes (see Waste), 94 notes.
- Cutting and stealing timber, statute, 94 note.
- Covenants, 94, 139, 201, 249, 364.
- Driftwood for, 387, 438-2.

G**Garden—truck patch.**

- Extra acreage for potatoes, etc., covenants, 284, 369.

Gas engine, 51.

- Agreement, 180.
- Repairs of, 84.

Gasoline and oil,

- Payment of cost of, covenants, 356.

[References are to sections.]

Good husbandry (see Husbandry), 49.

Grain,

Small, 57.

Division of, 64.

Covenants, 274.

Tenant to get two-thirds, 343.

Tenant to cut for the fourth bushel, 373, 438-8, 440-8.

Tenant not to sow away going crops, 438-8, 440-8.

Grasses,

Can not be taken as emblements, 61 note.

Grinding of feed,

Sharing cost of, 355.

Guaranty.

Personal, of rent and performance of contract, 98.

Form of, 132.

H

Halves,

On the, or on the thirds, 42.

Contracts on the (see descriptive list of Lease Contracts, Table of Contents, pp. x-xii).

Hauling,

Necessary, free of charge, 95.

Extra, to be paid for, 95.

Forbidden on fields when soft, 95.

And tramping, covenants as to, 140, 198-9, 202, 277, 284, 306.

Fruit eight miles, 175.

Crops eight miles, 367.

To neighbor's crib, 329.

Fruit three miles, 215.

Covenants, 368, 371.

Hay (see Crops).

Division of (see Crops, Division of), 63 to 68.

Rule for measuring, in stack and in mow, 66.

Custom as to division in Wisconsin and Pennsylvania, 72.

Excessive wages for harvesting, 30.

Tenant may cut, for wages or for part of crop, 72.

Second crop of clover, covenant as to, 72.

Restrictions against removing, 21.

Covenants: tenant to get all if fed, one-half if sold, 337, 395, 404.

In Missouri, 343.

For later endorsement as to value of, 72.

[References are to sections.]

Hedges (see Fences).**Heirs, executors, administrators and assigns** (see Agent), 126.**Hemp,**

Covenant as to, 330.

Hiring (see Cropper).

Contract of, not a lease, 19.

Forms of contract of, 491-499:

For cultivation of field for share of crop, 491.

For dairying by the month, 492-499.

For labor by the month, 495-497.

For work and labor of any kind, 498.

With farm-house tenant and laborer, 499.

Hogs,

To be rung and to be made immune, 77.

Agreements as to: to butcher, 168, 217, 231.

For keeping brood sows, 167.

Keeping, on shares where cattle are owned by tenant, 189.

For making immune, 244.

To be rung, 249.

To be appraised by the pound, 465.

Holding over,

Questions arising as to, 118.

Is one, tenant or trespasser, 118.

Incoming tenant may maintain an action against one, 47.

Covenants, 141.

Penalty of \$10 a day for, 290, 321, 472.

Hops,

Emblements may be claimed in, 61 note.

Horses,

Number furnished by tenant, 50.

Care of landlord's horses on farm, covenants, 79.

Restrictions as to stallions, 77.

Feed for tenant's horses (see Crops, Division of, Plan to Avoid, 66-72).

Tenant's, 191, 219.

And implements, tools, labor, etc., to be furnished by the lessee,
covenants, 191, 219, 272, 284, 307, 308, 358, 421, 455.

To be furnished by lessor, 285.

House,

Agreement as to use of, 82.

Repairs of, 82.

Restrictions as to use, 82.

Reservation of part of, 82.

(See Buildings, 82.)

Covenant, 360.

[References are to sections.]

Houston "Profit-sharing" System of Tenancy, 246-268.

Two contracts:

- A. Between President of Houston Farm Company and Co-tenants.
- B. Between Co-tenants.

Comment on, by Jos. E. Wing, 247.

Comment on, by a tenant, 270.

Comment on, by *Ohio Farmer*, 270.

Hunting,

Damage by, 128.

Statute against, 128.

Covenant as to, 128.

Covenant, 142.

Husbandry, good, 49.

What it includes, 49.

Duty of lessee or cropper in absence of stipulation, 49.

Legal steps to compel performance of the agreement, 49.

Requires that manure be hauled out and forbids plowing up permanent pasture, 49.

Covenants, 136, 164, 192, 217, 219, 224, 454.

Penalty for neglect, 256, 272, 286, 302, 367, 376, 386, 406, 420, 421, 422, 430-4, 438-1, 454, 491.

I

Ice,

Agreement for harvesting and selling, 184.

Immune,

Agreements to make hogs and horses, 244, 265.

Illinois share systems, 411, 412.

Implements to be furnished, 50.

Agreements as to, 191, 219, 284, 307, 308, 358, 368, 382, 418, 455.

For care of, 359.

Implications of common law, 6.

Income of landlord and tenant,

Proportion to go to each will vary, 8.

Government survey as to, 8.

By different ways of leasing, 39-40.

Indebtedness of either,

How to be paid, 222.

(See Accounts, 92.)

Indiana orchard lease, 444-452.

[References are to sections.]

Ingress, egress and regress,

Right to, by common law, 96.

Other rights added by covenant, 96.

Covenants as to, 143, 187, 275, 319, 373, 383, 418-6, 430-10, 438-6.

To sow crops, 438-9, 440-6, 440-10.

Insurance,

Lessee sometimes pays part or all, 105.

In case lessee neglects to insure, 105.

Of live stock held in common, 105.

Intercrops (see Orchard), 444, 448, 450.**Inventory,**

Annual, and settlement, 259.

Iowa leases, 282-297, 298-325.**J****Juries,**

Verdicts of, on agreements contrary to custom, 4.

K**Kansas,**

Systems of leasing in, 436-440-12.

Kentucky lease, 326-336.**L****Labor,**

To be furnished by tenant, 50.

(See Implications of Common Law, 1.)

Charge for extra, not collectible except by agreement, 97.

When price for extra, not agreed upon, 97.

Decision, 97.

Restrictions as to, 97.

Covenants, 144, 204, 236, 256, 305, 359.

If landlord performs labor of tenant, 240.

Land,

How described in lease, 46.

Covenants which run with the, 123.

Right of landlord to take possession of uncultivated, by agreement,
440-10.

[References are to sections.]

Landlord,

- May demand share of crops, 49.
- May care for crop if neglected, 49.
- Rights of, to fields after crops are harvested, 100.
- Consent to assignment, 133.
- To buy tenant's share of millet, cane, etc., 440-9.

Landlord and tenant,

- What may determine the relations of, 1.
- Relation of, how created, 18.
- "Tenants in common of crops" when farming on shares, 18.

Lease (see Contract and outline list of leases, Table of Contents, pp. x-xii).

- Definition, 15.
- Creates relation of landlord and tenant, 15.
- Points of mutual agreement necessary in; 15.
- Must be in writing—Statute of Frauds, 16.
- How to be executed if for three years or more, 16.
- Destruction of, does not terminate, 120.
- When parties bound by oral agreement, 16.
- For one year renewable at will commplies with Statute of Frauds, 16.
- Should be clearly written, 17.
- Printed forms of, 17.
- When agreement to be construed as a, 17.
- Combination lease blank, 437-438.

Leasehold estate,

- How transferred, 123.

Length of term, 9.

- Effect of, on fertility of soil, 9.
- Agricultural Holdings Act, benefit of, 9.
- Opinion of J. C. Mohler as to, 10.
- Short vs. long term, 10.
- Effect of short term on roads and community life, 11.
- Should be certain, 45.
- Effect of certainty on tenant's rights to away going crops, 45.
- Tenant for long term more interested in care of farm, 45.

Lien,

- Definition, 89.
- Attaches to crops, live stock or other personal property, 89.
- Other claims often miscalled liens, 89.
- In many jurisdictions no liens on crops except by agreement, 89.
- Statutory liens, 89.
- No particular form of words needed to create, 89.
- May attach to crops for rent of house, 89 note.

[References are to sections.]

- May attach to crops for labor of harvesting, 89.
- Notice of, necessary as against third parties—in person or through public records, 89.
- Crop can not be removed with, 86 note.
- For harvesting tenant's crop by landlord, 89.
- Attaches to one crop for landlord's share of another, 89, note 3.
- Of landlord attaches to crops raised by a subtenant, 86, note 4.
- Covenants, 144, 183, 239, 278.
 - Taking of notes not to affect, 278.
- A perpetual, 291, 414-8, 438-6, 490.
- Chattel mortgage clause in lease, 476.

Lime, 99.

- Covenants, 371, 381, 394.

Liquors,

- Covenant as to, 127.

Litigation,

- Tenant takes farm at his own risk when farm is in, 48.
- Between landlord and tenant might be avoided, 4.

Live stock, 77.

- Owned by landlord and tenant for profit should be owned jointly when farming on shares, 77.
- Increase from, belongs to tenant when stock is leased for cash without agreement, 77, note.
- Restrictions as to keeping individual, 77.
- Covenants as to bulls, stallions, sheep, breachy stock and as to ringing hogs, 77.
- Limit of, to be put on pasture, 77.
- Disposal of, dying on farm, 78.
- Feed for tenant's, 67.
- (See also Horses Owned by Landlord, 79.)
- Covenants:
 - Arrangement at start for keeping, on shares—first settlement, 167, 220, 419.
 - Landlord to furnish, 462.
 - Against breachy stock, 145.
 - Tenant not to keep individual stock for profit, 173, 234, 398.
 - Landlord to furnish, 216, 462.
 - Sharing in injury or loss of, 224.
 - Hogs to be made immune, 244.
 - Hogs to be rung, 249.
 - Hogs and horses to be made immune, 265.
 - Cows furnished jointly for tenant's use, 264.
 - Weighing steers and hogs, 245.

[References are to sections.]

- Number of hogs to be furnished, 311.
- Registered cows, 401.
 - Care and breeding of, 401-3.
 - Registration of, 402-4.
 - Testing of, 402-5, 402-8.
 - Tuberculosis test for, 401-3.
 - Precaution vs. contagious abortion, 401-3.
 - Tenant's liability for injury to cattle, 402-9.
 - Terms of division, 402-6, 7.
- To be kept within the fences, 276.
- Milk for tenant's family, 284.
- Number of steers, sheep and cows to be kept, 372.
- With cockle burs on them not to be brought on farm, 414-3.

Location of farm given in lease,

- Sufficient if it affords means of identification, 46.

Loss through verbal agreements, 12.

M

Machinery,

- To be furnished, special, 180, 368, 382, 403.

Manure,

- By general rule belongs to landlord, 81.
- When it belongs to tenant, 81.
- Real property as between landlord and tenant, 81.
- Personalty as between vendor and vendee of farm, 81.
- When made in a corral, 81 note.
- If tenant agrees to leave it, 81 note.
- Tenant entitled to, in North Carolina, 81 note.
- When part of realty, 81 note.
- When made on land not let for agricultural purposes, 81 note.
- Tenant must remove, if entitled to, when he quits farms, 81 note.
 - When made on dairy farm, 81 note.
- Trover lies if tenant removes soil with, 81 note.
- Practice and usages as to, 81 note.
- Spreader, to be furnished, 50, 51, 486.
- Tenant must haul out (see Husbandry, 49).
 - Cost of applying, 345.
- Covenants, 146, 181, 205, 238, 249, 275, 363, 368, 380, 393, 410, 414-4, 418-2, 425, 430-5, 458, 474.
 - Penalty for not hauling out, 287, 318.

Maryland,

- Systems used on fifty-six farms in large estate in, 337-340.

[References are to sections.]

Materials for repairs (see Repairs, 83).

Meadows,

Not to be plowed up, 275.

Not to be pastured, 276.

Measuring corn and hay,

Rules for, 66.

Meat for tenant's family, 168, 217, 231.

Memorandum,

Written lease serves as, 9.

Milk,

For use of tenant's family, 284.

Division of proceeds from, 462.

Tenant to have, but not for butter-making, 359.

Millet,

Restrictions as to raising, 21.

Cane and, 343.

Tenant must cut and stack, 438-6.

Minnesota,

Systems of leasing in, 453.

Leases (see Table of Contents, pp. x-xii).

Missouri leases (see Table of Contents, pp. x-xii), 341-347.

For orchard, 441-443.

Mortgage,

Chattel, security for rent, 87.

Clause in lease, 87, 476.

Property not to be brought onto farm if mortgaged, 289.

When farm is mortgaged tenant rents at his own risk, 48.

N

Notice (see Forms).

Of intention not to renew lease from year to year, 45.

May terminate a lease, 117.

Three days, necessary before beginning action of entry and detention, 117.

Of assignment of rights by landlord, 123.

Three days, before gathering, threshing, husking (with machine), any crops or delivering any of rental, 440-5-B.

Certified statement of products, 440-5-B.

To quit the farm, 414-9, 435.

[References are to sections.]

O**Occupation,**

Agreement for exclusive, may create relation of landlord and tenant,
19 note.

Ohio contracts (see descriptive list of contracts, Table of Contents,
pp. x-xii).

Oil and gasoline,

Payment of cost of, 356.

One year lease renewable at will, 10, 45.

Oral agreement as to real estate,

Not binding, exception given, 16.

Orchard,

Better care of, needed, 101.

Ohio statute as to spraying, 101.

Care of, should be agreed upon, 101.

Usual agreements as to trimming, spraying, washing and cultivating,
101.

Division of fruit from, ratio of, 101.

Materials for caring for, by whom furnished, 101.

Outline contract for, tenant to receive one-third of crop, 441-443.

Outline contract for, tenant to receive one-half of crop, 444-452.

Covenants, 418-3, 430-4, 438-3, 474.

Spraying outfit for, 443, 444.

Intercrops in orchard, 447.

175, 193, 214, 215, 233, 235, 264, 354, 370, 388, 422, 438-2.

Ownership of crops (see Crops) 55.

P**Paris green and other poisons,**

By whom furnished, 362.

Partnership,

Confused with tenancy in common, 19, 20.

Partners share in expenses, profits and losses, 20.

May bind each other within scope of the business, 20.

Pasture,

Agreement needed as to, 102.

Pasturing live stock of third parties, 102.

Rental for fields for (see Rent, 86).

[References are to sections.]

Stock not to be pastured when ground is soft, 102.
 In stubble fields and in stalk grounds, rights to, 100.
 Clover not to be pastured when too short, 43.
 Tenant may not plow up permanent, 102, 275.
 And building block, \$2.50 to \$3 an acre, 343.
 \$2 to \$4 an acre, 343.
 Restrictions as to, 21-1.
 Additional, 235.
 Covenants, 140, 176, 189, 212, 235, 275, 343, 411, 440-11, 466.
 Not to be pastured until after hay is made, 372, 388.

Payment of rent (see also Rent), 86.

Agreement as to, should be definite, 86.
 Earnest money, fall seeding in lieu of, 86.
 At time when sales are made, 86.
 Security for, 87.
 1. Personal guaranty.
 2. Chattel mortgage.
 3. Statutory lien.
 4. Contract lien—of same nature and effect as chattel mortgage.
 5. Ownership of crops in lessor until rent is paid.
 Covenants (see Rent, 86).

Peaceable possession by tenant, 47.

Farm need not be in fit condition, 47.
 When farm is in litigation, 48.

Penalties for non-performance of covenants, 114.

Pennsylvania leases (see Table of Contents, pp. x-xii).

Performance, part,

Makes verbal lease valid, 16.

Personalty,

Growing crops considered as, 55 note, 423.
 Manure as, 81.

Planting of crops,

Agreement as to, 54.

Plowing, 423.

Possession,

Of fields, landlord's right to, after crops are harvested, 100.
 Tenant's right to quiet, and enjoyment, 47.
 Of crops, mutual in leases on shares, 55.
 in landowner when cropper cultivates them, 18.
 may be determined by agreement before planting—an exception
 to general rule as to property, 55 note, 458.

[References are to sections.]

Potatoes,

Extra patch for, covenants, 284, 330, 351, 352, 369, 468.

Poultry,

Agreements as to, 98.

Limitations as to numbers to be kept, 98.

Profits from, sometimes divided, 98.

Turkeys and ducks often prohibited, 98.

Covenants, 177, 211, 230, 284, 317, 353, 377, 404.

Premises to be kept neat, 111, 255, 268, 390.**Privilege,**

Definition, 88.

What it is paid for, 88.

When questions as to, arise, 88.

Amounts of, how fixed, 88.

Should be definite, 88.

Covenants, 332, 343-344.

\$8 to \$10 a month for buildings, 344.

Problem of farm tenancy, 7.**Proceeds,**

Division of, 53, 257-259.

Payment of debts from, 171, 222.

"Profit-sharing" system, The Houston, 32.

(Leases in full, 248-269).

Comment on, by Jos. E. Wing, 247.

Comment on, by one of the tenants, 270.

Comment on, by the *Ohio Farmer*, 270.**Purchase of farm by tenant,**

Covenant for, 124.

Purposes for which farm is rented, 46.

Covenants, 163, 248, 256.

Pump, (see also Repairs).

Covenants, 180, 405.

Q**Quiet enjoyment of farm,**

Landlord must not disturb tenant's, 47.

Covenants, for interruptions of, 143, 155, 428, 438-8. 440-7, 472.

[References are to sections.]

R**Ratios,**

Division of various crops on same farm by different ratios, 30.
Between the value in money of what each puts into the business, the basis of a system of dividing proceeds, 30, 477-484.

Re-entry and recovery,

Definition, 117.
Right in landlord when lease is terminated, 117.
Landlord can not take possession by force and arms, 117.
Often accompanied with forfeiture of crops (see Forfeiture, 115).
In Ohio three days' notice to be given to tenant, 117.
Covenants, 433, 472.

Referee (see Arbitration, 113).

Registration of cattle,

Expense of, 402-4.
Lease for pure bred cattle farm, 399-402.

Removal of crops,

Forbidden before rent is paid, 438-6.
And stock forbidden before rent is paid, 458.

Rent, 86.

Agreement as to, should be definite, 86.
Prepayment of part of, on a parol lease will not take oral lease out of statute of frauds, 86.
Times of payments of, usually set at times when crops or stock are to be sold, 86.
Security for payment of, methods of, 87.
Effect of non-payment of, 119.
Does not cause forfeiture except by express stipulation, 87.
When reserved, agreement construed as a lease, 87.
Effect of casualty on, 129.
Covenants, for security for rent, 87, 134, 254, 255, 258, 262, 332.
So much per acre, 341.
Title of crops in landlord, 426.
Title of stock in landlord, 402-1, 460.
Covenants for share rent, 272, 273, 402-6, 469.
For additional land, 350.
\$6 an acre, 256.
For cash rent, 134.
For cash and share, 276.

[References are to sections.]

Repairs,

- Landlord not bound to make, except by agreement, 84.
- May be implied by kind of farming contemplated, 84.
- When either may make, which the other has agreed to make and has neglected, and recover for same, 84.
- Covenants as to repairs, 87.
 - Tenant to make all repairs and improvements not requiring skilled labor, 194, 195, 225, 284, 334, 390, 409, 418-4, 424, 438-4, 440-4, 453, 471, 490.
- Materials for, 87.
 - When tenant may furnish and charge for, 87.
 - Covenants as to, 150, 195, 227, 301.
 - Hauling, 277.
 - Lessor to furnish materials, 283.

Reside,

- Tenant to, on farm, 82.
- Covenants to, 164, 376, 438-1.

Restoration of possession to the landlord, 118.

- Common law right often repeated in leases, 118.
- When tenant holds over, questions arising from, 118.
- Decisions; covenant as to, 118.

Restrictions,

- Customary, in leases, 21.
- To protect farm, more rigid in cash leases, 21.
- Too many may discourage tenant, 21.

Reversion,

- Covenants which run with the, 123.
- Rights of landlord to fields after crops are harvested, 100.

Roads,

- Frequent moving injures the, 11.

Roadways, driveways, 108.

- Covenants, 194, 209, 248.

Roofs,

- Tenant to repair, by agreement, 195.

Rotation of crops,

- Agreements for, 382, 394.

Roughage, 380, 393 (see also Straw, 73; Hay, 63-68, 72; Fodder, 21, 75).

Rules for measuring corn and hay, 66.

[References are to sections.]

S**Sale,**

Of farm, loss to tenant in case of, 122.
Covenants as to, 155, 428, 438-8, 440-7, 472.

Salt,

Each party to furnish one-half of, 468.

Scientific methods, 112.

Agreement to use, 112.
Covenants as to, 112, 364.

Security,

For payment or rent, means of, 87 (see Rent).

Seed,

Furnishing, by share rent, 99.
How much to be sown, 99.
Covenants as to, 99.
Repayment for seed sown, 99.
Covenants as to, 182, 200, 249.
Cost of seed to be considered as an advancement, 281.
Lessee to furnish small grain seed, 327.
Lessee to furnish one-half of small grain seed, 367, 378, 381, 391.
Lessor to furnish all small grain seed, 346, 405, 407.
And grass seed, 453.
Lessor to furnish two-thirds and lessee one-third, 355.
Lessee to furnish all of grass seed and all of small grain seed, 414-1.

Seeding,

By tenant before he moves onto farm, 213.
By tenant before he moves off of farm, 100.
When landlord has right to seed without agreement, 100.
Covenants as to, 275, 486.

Selling crops,

Not advisable, 26.
Joint right to, when renting on shares, 53.
Vs. Feeding, on farm, 43.
Dividing proceeds from sales, 53.

Service fees,

Covenant for, 285.

Services,

Agreement for, only, creates relation of landlord and cropper merely, 18.

[References are to sections.]

Settlement,

- Of differences in values of crops and stock at start, 166, 419.
- Of differences—Arbitration by referees, 113.
- Final, covenants for, 186, 242, 260, 293, 315, 357.

Shares,

- Systems of renting for, 33-36.
- Cash or share, 33.
- Landlords' reasons for preferring share tenancy, 35.
- Tenants' reasons for preferring share tenancy, 36.
- Landlords' reasons for preferring cash tenancy, 37.
- Tenants' reasons for preferring cash tenancy, 38.
- Based upon a ratio of the actual money value of what each puts into the enterprise, 31.
- System of leasing suggested, 477-484.
- (See list of leases in Table of Contents, pp. x-xii.)

Sheep,

- Protection of, by "Washington County Dog Law," 80.
- Forbidden, 372.
- With burs not to be brought onto farm, 414-3.

Shocking corn, 438-6-1.**Silage cutter,**

- By whom to be furnished, 50, 218, 382.

Silo,

- Filling, covenants for, 179, 218, 382.
- Building of, 488.

Small grain,

- Growing on farm when tenant takes possession, 57, 100.
- Division of, 64.
- Covenants:
 - Tenant to harvest for the fourth bushel, 373.
 - Not to be sown as away going crop, 438-8.
 - Sowing of, not to continue or renew the lease, 440-8.
 - For stacking, 438-6.

Soil,

- Care of, providing for, 43.

Spraying fruit,

- Materials for, 443, 444.
- (See Orchard.)

[References are to sections.]

Stalk ground and stubble,

- When tenant may pasture, 100.
- Restrictions as to, 21.
- Covenants, 151.

Statute,

- May determine rights of landlord and tenant, 2.

Statute of Frauds,

- Requires leases to be in writing, 15.
- In case of possession or part performance by parol agreement, 16.

Straw,

- Questions as to, 4.
- Common law rule modified, 73.
- Tenant's right to, by lease for cash, 73.
- Restrictions as to burning or removing, 21-3.
- Covenants as to, 138, 197, 249, 343, 368, 380, 410.
- Not to be burned, 418-2, 425, 430-5, 458, 466, 474.

Stubble ground, 73, 100.

- Rights of landlord to, 100.
- Covenants: to be mowed, 248, 275, 290, 292.
- Clover stubble not to be plowed up, 275.
- Tenant to have stubble for grazing, 327, 418-6, 438-9, 440-10.

Subletting and assignment, 123.

(See Assignment.)

Superintendence of farm, 280.

Success of system of farm tenancy,

- Secret of, 366.

Surety or endorser,

- Tenant not to become, 223.

Surrender of possession peaceably by tenant,

- Covenants for, 187, 240, 320, 335, 373, 414-9, 417, 426, 430-9, 435, 497.
- Without notice, 275.
- For privilege of sowing, 472.
- In case of sale of farm, 121, 155, 428, 438-8, 440-7.
- If term be ended by landlord, 472.

Systems of renting land, 23.

- (See descriptive list of Lease Contracts, Table of Contents, pp. x-xii.)
- Cash rent (1) for land, and (2) for land and stock, 23.
- Bushel rent, 25.

[References are to sections.]

Share Systems, for crop farming, 26.

1. Where landlord receives two-thirds of hay and grain, 26.
2. Where landlord receives one-half of hay and grain, 26.
3. Where landlord receives one-third of hay and grain, 26.
Shares of crops in Texas fixed by statute, 26.

Share systems, for stock farming, 28.

1. Where the landlord furnishes everything but labor, 28-1.
2. Where the landlord furnishes one-half of live stock kept for profit, 28-1.
Common custom as to hogs, horses and cattle, 28-2.
3. Where landlord furnishes all of stock for profit, usually on less desirable farms, 28-3.

Combination of share and cash, 27, 271-281, 437-438.

Contract of hiring, 29.

Creates relation of landowner and cropper, 29.

Rights of cropper by, 29.

Comparisons between various ways of leasing farms, 39.

As to profits, risk and supervision, 39.

As to capital of tenant, length of tenure, and conservation of fertility of soil, 40.

T

Taxes,

Various customs and agreements as to, 104.

On land, road, school, live stock and crops, 104.

Covenants, 285, 348, 363, 368.

To pay one-half of road, 378.

On cows and calves, 285, 363, 391, 401-2, 405, 407.

Road tax, 459.

Telephone,

Payment of rent for, 157.

Tenancy,

The farm, problem stated, 7.

A seeming solution of problem, 41.

Tenant,

His duties by common law, 4, 6.

His rights to fields superior to those of cropper, 18, 19.

"Tenants in common of the crops," 18.

Applied to landlord and tenant, 18.

Rights, privileges and restrictions of, 55.

Confused with partnership, 19, 20.

[References are to sections.]

Term,

- Length of, 45.
- For one year, or from year to year, most common, 45.
- Advantage of longer terms, 9, 45.
- Covenants, 134, 190, 219, 248, 271, 367, 413, 485.

Termination of lease,

- How effected, 117.
- Written notice necessary in case of lease from year to year, 117.
- Entry and detention can be brought in Ohio only after three days' notice of, 117.
- Effect of, upon right to remove fixtures, 93 note.
- Covenants, 254, 255, 485.
- Agreement for payment for, 485.

Terms of share rent, 165, 221 (See Lease Contracts, Table of Contents, pp. x-xii).

Texas statute,

- Fixes share of crops which each party shall receive, 26-3.

Threshing, baling, filling silos, 74.

- Threshing to be done at barn, 74.
- Expenses of, how borne by cash rent; by share rent, 74.
- Tenant not to follow, as a business, 74.
- Covenants, 153, 179, 237, 284, 304.
- Tenant to thresh, 327.
- Tenant to furnish coal for, 284.
- Threshing and baling, 364, 367.
- Tenant to bear expenses of threshing grain and filling silos, 408.

Tiling (see Ditches).

- Care of, 110.

Timber (see Fuel, Trees, Waste).

- Statute in Ohio against cutting and stealing, 94 note.
- When cut by tenant who honestly believes he has the right, 94 note.
- No emblements in, 61 note.
- Penalty for destroying, 94 note.

Tobacco,

- Restrictions as to raising, 21.
- Land, excessive rentals paid for, 30.
- Raising, vs. dairying, 43.
- Usual terms for raising, on shares, 76.
- Covenant as to, 331.

[References are to sections.]

Trees, vines, shrubs, bushes, etc.,

Care of, provided for, 109.

Penalty for destroying—Ohio Statutes, 109.

Covenants, 158, 193, 388, 418-3, 422, 430-4, 438-3, 440-3, 456, 474, 487.

Locust and fruit trees, 370.

Landlord may plant and care for fruit trees, hedges, ornamental trees and shrubbery, 429.

Trespassing,

Tenant shall prevent, 439-2.

Turkeys,

Keeping of, prohibited, 98.

Twine, 26-3.

U

Underletting, 123.

V

Verbal or written contracts (see Contracts), 12.

Advantage of written, 13.

W

Waiver of exemption, 91.

Covenants, 291, 347, 414-12, 418-8, 433.

Covenants for, probably of little legal effect, 91.

Waste, 106.

Definition, 106.

How caused, 106.

Permissive and voluntary waste, 106.

Liability of tenants for, 106.

Liability restricted or extended by agreement, 106.

Acts or omissions which may constitute waste, 107.

Covenants, 159, 206, 286, 303, 418-1, 422, 490.

Not to be allowed of landlord's crop left on farm, 438-2, 440-2, 456, 474.

Weeds and grubs, 110.

Cutting, 110.

About fields, 110.

Along fences and roads, 110.

Grubbing often to be paid for, 110.

Statute as to, 110.

[References are to sections.]

Covenants, 160, 192, 286, 302, 309, 359, 407.

If tenant neglects, landlord may cut, and charge cost to him, 248.

To grub willows in ditch, 274.

Tenant to cut to middle of highway, 274, 275.

To cut cockle burrs and allow no stock to come on farm with them, 414-3.

Wind pump (see Repairs, 84), 51.

Wisconsin leases, 398-402, 403-410c.

Written contracts,

Verbal or, 12.

Y

Year to year, term from,

Most usual, 45.

Terminated by notice, 117.

Rights to away going crops sown in, 58-61.

THIS BOOK IS DUE ON THE LAST DATE
STAMPED BELOW

AN INITIAL FINE OF 25 CENTS

WILL BE ASSESSED FOR FAILURE TO RETURN
THIS BOOK ON THE DATE DUE. THE PENALTY
WILL INCREASE TO 50 CENTS ON THE FOURTH
DAY AND TO \$1.00 ON THE SEVENTH DAY
OVERDUE.

DEC 20 1935

DEC 14 1938

JUN 2 1947

25 Nov 58 EL

DEC 1 1953 LD

FEB 13 1970 46

REC'D LD MAY 20 70 -2 PM 18

200
11/21

YC 26634

500224

Handwritten:
H.D. 50
L. 50

UNIVERSITY OF CALIFORNIA LIBRARY

3 1 23 50 10 11 1975

