

PRACTICAL LAW TALKS FOR FARMERS.

II.—RENTING LAND.

A Further Consideration of the Rights of Landlord and Tenant.

No 2 of a Series of Articles on "Law for Farmers," prepared especially for The Progressive Farmer by Hon. Walter A. Montgomery, formerly Judge of the North Carolina Supreme Court.

Continuing the consideration of the rights of landlord and tenant, begun in last week's Progressive Farmer, we next take up—

The Tenant's Responsibility for Damages.

In cases where the lease contains no agreement concerning repairs or re-building, in case of fire or other form of destruction or injury, neither the landlord nor tenant can be required to repair or re-build. And no tenant can be held liable for damage occurring on the leased premises accidentally, and notwithstanding seasonable diligence on his part, unless he so contracts. And even if the agreement is that either party to the lease shall repair a house, the contracting party shall not be bound to repair or re-build in case the house should be destroyed or damaged to more than one-third its value, by accidental fire, not occurring from the want of ordinary diligence on his part.

Time for Dividing Crop Should be Agreed On.

Rents due to the landlord are payable on the leased premises unless otherwise agreed. If no time is fixed for a division of the crop by the terms of agreement, the landlord is not bound to wait until the end of the year, or until the whole crop is gathered, to compel a division. Our Supreme Court has said that the best—the proper—way to divide the crops between the landlord and tenant is to do so seasonably as the crops are gathered. If the tenant should unreasonably object to a division and refuse to give possession of the crops to the landlord, the latter could by the ancillary process of claim and delivery seize them and force a division. Of course, a time may be agreed upon at which time the crops shall be divided.

Crops Left in the Field.

Crops left in the field after the termination of the lease belong to the landlord. However, where any lease for years (and a lease for one year is in law a lease for years) of land for farming purposes, on which a rent is reserved, shall end during a current year of the tenancy, by the happening of an uncertain event which determines the estate of the landlord or lessor (as for instance, where one who has an estate for life in lands, rents the same to another for one or more years and dies before the year is out), the tenant shall continue the occupation of the premises to the end of the current year and shall pay to the succeeding owner of the land the rents that may be due to him; and the tenant shall also be entitled to a reasonable compensation for the tillage and seed of any crop not gathered at the expiration of the year from the person succeeding to the possession.

When the Tenant Erects Buildings.

Buildings and erections of all kinds put upon leased premises by a tenant, purely for the purposes of a trade or for manufacturing, belong to the tenant and he may remove them at any time before or after the tenancy has expired. However, if the tenant waits until the lease has expired before he removes such fixtures he will be guilty of a trespass in entering the land for that purpose and in that respect only. The property would still be his. A tenant of leased lands who should put up buildings or other erections for the mixed purposes of trade and agriculture would also have the right to remove them, for they would belong to him. But the general rule is, that all buildings and erections put upon the lands by a tenant for the better enjoyment of the property become a part of the land and belong to the landlord or lessor and cannot be removed. A tenant is the owner of the manure his stock may produce on the premises and he can take it off with him if he does so before the tenancy has expired. He cannot remove it after his term is out.

Law in Case of Disagreement Between Landlord and Tenant.

The law of landlord and tenant (ch. 47 of the Revised Statutes) provides the methods of settlement where there is disagreement between those parties, and they are had originally in courts of justices of the peace. And it is made a misdemeanor under the chapter, Craines, for a land-

lord unlawfully, wilfully, knowingly and without process of law, and unjustly, to seize the tenant's crop when there is nothing due to him; for a tenant, lessee or cropper, or the assigns of either, or any other person, to remove a crop or any part thereof from the land without the consent of the landlord or his assigns, and without giving him or his agent five days' notice of such intended removal, and before satisfying all the liens held by the lessor or his assigns on the crops; for the tenant wilfully, unlawfully and with intent to defraud the landlord, give up the premises of the rented land to any person other than his landlord; for a tenant, after or before the expiration of his term, to wilfully and unlawfully destroy, damage or injure any tenement house or outhouse on the premises in any manner, or with like spirit and intent pull down, destroy, injure or remove any fence, wall or enclosure upon the premises, or unlawfully cut down or destroy any timber, fruit, shade or ornamental tree belonging to said landlord.

W. A. MONTGOMERY.

DO FERTILIZERS PAY?

A Harnett Farmer Makes a Test Such as Every Farmer Ought to Make for Himself.

Messrs. Editors: I have made a little guano experiment this year which proved as follows:

One acre without guano made 741 pounds seed, or 240 pounds lint cotton.

One acre with 400 pounds guano made 926 pounds seed or 308 pounds lint cotton—205 pounds seed (sixty-eight pounds lint) cotton more than the acre without guano.

One acre with 800 pounds guano made 1,030 pounds seed or 343 pounds lint cotton—300 pounds seed (103 pounds lint) cotton more than the acre without guano.

The cost of guano and applying was as follows:

Hauling guano eight miles, 12½c. per sack.....	\$0.25
Spreading guano, two sacks @ 10c.20
Picking 308 pounds @ 40c. per cwt.	1.23
Guano @ \$2.25 per @ sack.....	4.50
Total	6.18

So we see 400 pounds guano made—	
Sixty-eight pounds lint @ 10c.	\$6.80
Four bushels seed @ 20c.80
Total	7.60

Less cost of guano	6.18
Profit	1.42

So we see 400 pounds guano per acre paid \$1.42 clear.

At same rate one ton guano should pay \$7.10 per ton, but at the rate of 800 pounds per acre paid \$1.60 per 800 pounds or \$4 per ton.

It seems to me 300 pounds guano per acre will pay best.

We farmers do too much like the boy in the old story who was going to mill and had the corn in one end of sack and rocks in the other, and some one met him and asked why he did not divide the corn and not carry rocks. And he said: "That is the way daddy done." We go on the same old way—slip shod too often.

I think guano would pay better to put out, say half before planting and the other at second plowing.

Guano is too high any way. From \$4 to \$7.10 is not enough to make on a ton, and cotton at 10 cents per pound.

It seems to me the Alliance might sell its shoe factory and convert it into a guano factory and make an 8—2—2 guano for \$20.

J. M. CADE.

Harnett Co., N. C.

Five Acres in Corn Netted \$295.

Mr. John A. Hodgin has not forgotten how to farm with the most approved methods. This year he planted five acres in corn at a cost of \$22; the cultivating cost \$5; to harvest and cut it \$15; to shred it \$5—a total cost of \$47. He gathered 300 bushels which, at sixty-five cents, is worth \$195; he had 2,800 pounds of feed at \$5 a hundred, \$140; he raised with the corn 150 pumpkins worth five cents each, making the total receipts \$342.50. Deduct the cost, \$47, and there is a net profit of \$295. For five acres this will strike the average man as being good. Not many farmers can beat it.—Greensboro Record.

THOUGHTS FOR FARMERS.

Two Roads for Farmers.

It is a very blind man who perversely travels a rough, stumpy road when he has the chance of going over a smooth, easy one. That is what some of the farmers of this Piedmont section are doing. They are well assured that the plan of planting cotton brings failure every time. Impoverished land, poor horses and mules, empty cribs and smoke-houses, and unattractive homes are the results of such farming. But there are many who are getting on the smooth road. They are sowing much more wheat in this State than they did last year and they will put in a larger oat crop. By doing this they will decrease the cotton acreage and thus help to keep up price. Col. T. J. Moore, of this county, a large land holder, is making his plans for next year. He has cut off 200 acres of land, much of which is thin and devoid of humus. He proposes to prepare fifty acres for peas by plowing and harrowing. Then the balance will be equally divided between small grain, corn and cotton. He will sow peas after the small grain and plant or sow peas in the corn. Thus he will have a hundred acres in peas. He will divide his fifty-acre lots by good hog-proof wire fences. Thus he will be able to raise hogs from the gleanings of his small grain and pea fields. By pursuing that plan eight years he will bring his land up to a bale of cotton to the acre. The soil will be eight to ten inches deep and his food crops will be very abundant.

Corn and Cotton Together.

Colonel Alfred Aldrich, of Barnwell County, plants his corn and cotton in the same field. He makes his rows four feet wide and plants two rows of cotton and two of corn. He claims that he makes about as much cotton to the acre by that plan as his neighbors make on similar land planting all cotton. His corn and peas are an extra crop. This year he planted a forty-acre lot in that way. He has sold 40,000 pounds of ear corn at seventy cents a bushel, reserving enough to supply his farm. He has picked 20,000 pounds of seed cotton, which will make about 7,000 pounds of lint. The corn sold bought \$400, at eleven cents the cotton is worth \$770, and both crops are worth \$1,170. It seems to us that he would have made more if he had planted the two crops separately. But he is fully convinced that the plan is best for him and his land.

Turning Land.

It looks as if enough had been written on this subject to give all necessary information. But every week such questions as these are asked: Shall I turn my pea stubble before sowing small grain? What shall I do with pea stubble, or weeds on land intended for corn or cotton next spring? Will it pay to turn land in cotton this year where I wish to plant cotton or corn next spring? By turning land the top soil is put on the bottom and the bottom brought to the top. There can be no advantage in that. There is positive injury if the clay is brought to the top. Never turn land unless there is a heavy sod like clover or broom sedge on it, and then be sure to bring no clay to the top. Do not turn pea stubble when preparing for small grain. Do not turn it on land to be planted in cotton next spring. Do not turn clean land at any time. What all clay lands need is pulverizing. This can be well done with the disc plow when followed by a harrow. The clay is then mixed with the soil and will not harden and bake when the winter rains come. Land in cotton this year, and intended for corn or cotton next, may be broken and sub-soiled. A good plan is to plow up stalks with a two-horse "middle-buster" and follow with a sub-soil plow. Then do the same to the middle. In the spring the harrow will put the land in fine condition for any crop. A good plowman can take a two-horse plow and break land well without turning it. By making a narrow cut two inches of the clay may be broken and the top soil edged up. The winter freezes will pulverize it. But if the clay is put on top, it will harden and the land will be in worse condition than if it had not been plowed.

CHARLES PETTY.

Spartanburg Co., S. C.

The Logic of Cotton Prices.

What an easy thing it is to get eleven cents for cotton now. A year ago the price was just getting ready to drop, now it is ready for a rise. But just let the Southern planters plant a big crop again next year and the same experience will be encountered. Keep down the acreage, up goes the price, or vice versa.—Greenville Mountaineer.