

Jackson Smith solicitors

Believe it or not there are times when a lessee farmer cannot enter leased land and remove crops he planted...

If an agricultural tenancy is for a fixed term of years the tenant is **not** entitled to enter the land after the termination of a lease to harvest crops that were growing but not harvested when the term of the lease expired.

The lessor might become entitled to these crops.

The case is different if the lease is of uncertain length, for example for the growing of a particular crop.

The tenant in those circumstances who has planted crops has the right to enter, harvest and remove the crops after the termination of the lease. That right would be lost if the termination was because of a default by the tenant. The rule refers to crops that were reapeable annually, such as sorghum.

These rules might change because of an act of parliament such as the Agricultural Tenancies Act or special clauses in the lease.

In a recent case a tenant farmer claimed the proceeds of a crop that he planted shortly before the end of a fixed term lease. He said he was entitled to these proceeds because of a clause in the lease that permitted him to enter the land and harvest the crop.

The first judge who heard the case said that it could not be the intention of the parties that the tenant be permitted to continue to use the land in this way and get the benefit of the crop and decided in favour of the landlord. On appeal, the Court of Appeal said that the special clause in the lease was plain in its terms, and that it was not the job of courts to interfere with contracts between parties, and required the landlord to pay the money from the sale of the crop to the tenant.

I hope that this information is of some interest and benefit to you, and to your clients.

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