As Good As Your Word?

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We have a verbal farm lease on land we've worked for six years. We've always believed verbal leases were good enough, but now I wonder. What do you recommend to farmers?

Oral leases are generally good enough so long as the landlord and tenant agree on the terms. But oral leases can be dangerous in that they rarely cover all contingencies—such as proper method and timing for termination of the lease.

Oral leases are often considered to be "tenancies at will" for one year. This gives little protection to the tenant who wishes to continue the lease for several years. Many states require leases of one year or more to be in writing in order for the lease terms to be enforceable. Without an enforceable lease the landlord may be able to terminate the lease at any time for any reason.

Many states, such as Illinois, have statutes that set forth requirements for giving notice of termination of an agricultural lease. Nevertheless, a written lease is always a good idea.

A lease protects you from unexpected acts by the landlord and helps avoid costly lawsuits. It also gives you a chance to discuss in advance any issues that might arise in a farm tenancy.

Your state attorney general's office or the state Department of Agriculture, may have copies of sample farm leases you can use as a starting point. —*Robert Achenbach*/Agricultural Law Digest

The land we bought in 1974 had an irrigation ditch through it, and the original deed claims the easement is 30 feet either side of the center of that ditch. Now the company that owns the irrigation ditch is claiming 50 feet either side. Can I claim that 20-foot difference using the law of adverse possession since I've been working that land?

If the easement originally granted to the irrigation ditch company contained the additional 20 feet, its claim may be superior to yours—even if the deed you received contained a smaller easement.

There is a chain of title, and generally the purchaser of land is deemed to have notice of restrictions and exceptions contained within that chain of title. This would include any previously recorded easements.

So even if the deed you received when purchasing the property only indicated a 30-foot easement, a previously recorded valid deed with the 50-foot easement could exist and would control. That is the first thing to establish.

As far as adverse possession goes, your claim here can only be successful if you meet all the requirements for adverse possession in your state. The fact that your original deed contained the smaller easement and that you previously worked that land and kept livestock on it does not necessarily make you an adverse possessor.

An attorney licensed in your state should be able to inform you of the necessary elements of an adverse possession claim, evaluate your deeds and help you make an informed decision as to what the next best step might be. —*Eric L. Pendergrass/Smith, Maurras, Cohen, Redd & Horan*

We are being sued because we denied a gas pipeline company's request to survey our Texas ranch for a proposed natural gas pipeline. Is there a way to fight this request?

PHOTO: FOTOSEARCH/STOCK CONNECTION

Under the eminent domain law of the state of Texas, the utility company does have the right to enter onto your property for the purpose of conducting its survey. See Lewis v. Texas Power & Light, 277 SW2 950.

By denying the company this right, you as the landowner will likely find yourself on the losing end of this lawsuit. —*C. Dan Campbell/Brooks & Campbell*