

AGRIBUSINESS

Sharecropping

What is sharecropping?

Sharecropping is a permissible form of harvest sharing where a tenant farmer (sharecropper) enters into an agreement with a landowner for both to share an agreed upon percentage of the farmer's harvest in exchange for the right to use the landowner's land. It is a condition for the validity of a sharecropping agreement that the following be agreed upon beforehand: the duration of the sharecropping agreement; the landowner's contribution (i.e. land, seed, means of production); the sharecropper's contribution (i.e. labor, seed, means of production); the type of agricultural produce (though it is permissible for both parties to agree to leave this up to the sharecropper to independently decide later); and the division of the harvest yield (to which both are entitled to share).

Qualifications For Landowner In Sharecropping

What requirements must the landowner fulfill with regards to providing the land for the sharecropping agreement?

The landowner must own the land and have full disposal over it, or at least be authorized by the owner to enter into a sharecropping agreement. The landowner is obligated to provide all the land related to the sharecropping agreement and ensure that it is arable and vacated.

Providing Land Only In Sharecropping

Which combinations of the three given agricultural variables (i.e. land, seed, means of production) is the landowner permitted to provide?

It is permissible for the landowner to provide seed and the means of production with the land, or provide only seed with the land, or provide only the land; it is impermissible for the landowner to provide only the means of production with the land.

Using Sharecropping Land Early

May the sharecropper begin using the land before the beginning of the sharecropping period?

The sharecropper is not permitted to use the land until the sharecropping period begins.

Rent For Sharecropping

May the landowner charge the sharecropper rent in lieu of sharing the harvest?

It is impermissible for the landowner to charge the sharecropper rent in lieu of sharing the harvest, because the sharecropper's labor serves as the consideration, though it is permissible to charge rent for land as long as the landowner makes no claims to ownership of any portion of the harvest yield.

Two Separate Contracts For Rental And For Sharecropping

May the landowner enter into two separate agreements, of rental and sharecropping, with the sharecropper?

It is permissible for a landowner to enter into two separate agreements with the same individual, one rental the other sharecropping, regardless of whether the two agreements are for land that is separate or adjoined.

Division Of Harvest Yield

How is the harvest yield divided in sharecropping?

It is obligatory that the harvest yield be divided between landowner and sharecropper in percentage terms, not absolute terms (e.g. it is unlawful to fix an amount, such as: "you will receive one ton of rice"; but lawful to fix a percentage; such as: "you will receive 25% of the rice").

Harvest Shares Given From Entire Harvest Yield

May certain individuals be allotted yields from certain parts of the sharecropped land as opposed to being given harvest shares from the entire harvest yield?

It is obligatory that the harvest shares be distributed from the entire harvest yield of the sharecropped land rather than by allotting yields from certain parts of the land for certain individuals.

Sharecropper's Liability

Can the landowner, at the time of contracting, impose a general condition that may expose the sharecropper to all risk liability?

It is improper for the landowner to impose a general condition at the time of contracting that all loss, damage or theft is the sharecropper's responsibility, even if compensation for the loss, damage or theft is taken in lieu of the harvest.

Sharecropper Renting Services Of Landowner's Employees

May the sharecropper rent the services of the landowner's employees?

It is permissible for the sharecropper to rent the services of the landowner's employees.

Compensating Sharecropper Additional Days Worked

How is the sharecropper compensated for additional days worked if the harvest is not ready?

If the harvest is not ready before the sharecropping agreement expires, the sharecropper is compensated at the current market salary for the additional days worked.

Contract's Annulment In Case Of Death

In case of the death of either the sharecropper or the landowner, what happens to the sharecropping contract?

The contract is annulled with the death of either the landowner or the sharecropper.

Compensatory Damages In Annulled Sharecropping Agreement

What are the provisions for paying compensatory damages for an annulled sharecropping agreement?

In an annulled sharecropping agreement, if the seed was provided by the sharecropper, the produce, if any, returns to the sharecropper and the landowner is retroactively compensated at comparable market rental rates (up to an amount equivalent to his agreed upon share); if the seed was provided by the landowner, the produce, if any, returns to the landowner and the sharecropper is retroactively compensated at a comparable market salary (up to an amount equivalent to his agreed upon share).

Sharecropping Party Based On More Than One Individual

Can the sharecropping party be a group of individuals performing separate sharecropper functions?

It is permissible for the sharecropping party to consist of more than one individual, even if these individuals perform separate sharecropper functions (e.g. one supplies the seed, one plants, one harvests).

Misappropriation Of Sharecropped Land

May the sharecropper continue to occupy someone else's land just by virtue of having sharecropped the land for an extended period of time?

It is impermissible to own, inherit, claim, rent or occupy in any way someone else's land just by virtue of having sharecropped the land for an extended period of time, unless permission is first received from the landowner.