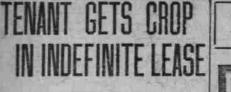


THE SUNDAY OREGONIAN, PORTLAND, MARCH 26, 1922



# Lack of Expiration Date Gives Harvest Rights.

## OREGON CASES ARE CITED

If Contract Expires at Stipulated Time, Tenant Must Surrender All Property to Landlord.

## BY W. B. SHIVELY

Chairman Legal Committee, Fortland Realty Board, . Where a lease on farm lands is terminated, what right has the farmer

minated, what right has the farmer tenant to enter upon the land after the termination of the lease and re-move the crops sown thereon prior to the expiration date of the lease? This question is discussed by the supreme court of the state of Oregon in the late case of Hostetler vs. Eccles (98 Ore. 355, 194 Pac 166). In the case the owner of lands leased that case the owner of lands leased the same to a tenant under a lease ending November 1, 1918. The lease provided that in case the landlord should sell the land prior to the expiration of the lease, the tenant would vacate on November 1 of any year of the lease upon receipt of no-lice prior to that date. Thereafter the leased premises were sold, and on October 25, 1917, the landlord demanded possession on the following Mayember 1, three days later. At this time the tenant had sown 37 acres of the land in wheat and oats which he expected to harvest the fol-lowing year. In the ensuing litiga-tion the tenant contended that, even hence he was required by the strict though he was required by the strict terms of his lease, the land having been soid, to surrender up possession thereof on November 1, 1917, he had the right to enter upon the land in the spring of 1918 and reap the crops which he had sown in the fall 1917 prior to being notified of the cancellation of the lease.

## Gathering of Crop Sustained.

In passing upon the case the su-preme court cited section 2547 of the Oregon laws as follows:

"When the leasing or occupancy is for the purpose of farming or agriculture, the tenant, or person in pos-session, shall, after the termination of such lease or occupancy, have free access to the premises to cultivate and harvest, or gather any crop or produce of the soil planted or sown by him before the service of notice

magazine in Portland?

Street to Cost \$5500.

icern organized in association with

entitled under the statute above quoted to enter upon the land and remove the crop when it was ready for harvest even though this was



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....

FUL EXPOSITION ASSURED.

of Portland Declare Intention

to Make Exhibits.

With only one more week remain-

ing before the opening of the big

come forward and co-operated with the board insures the complete suc-

tion committee, have had charge of the arrangements for the affair. The following firms and individ-

uals have taken space and will make exhibits at the exposition: Cartogian Bros., Frank L. McGuire. Smith's

Wallpaper house, the Walworth com pany. Electric Service company, J. C

English company, Fred W. Wagner, M. J. Walsh company, Olson & Jor-dan, Reed Specialty shop. Vitrollic Construction company, Hail Gas Fur-nace company, W. E. Worth, Hess Furnace Manufacturing company, J.

cess of the coming exposition,'

Fenner Manufacturing Company to Ship Houses to New Zealand. John H. Mariels, head of the exposi-

When Jim Dowd, ex-policeman, was appointed depot master and the tile floor made his feet sors?

FIRMS

When the Arion Singing society entertained Portlanders with their melodies in Arion hall, at Second and Onk

When Joseph O. Stearns Jr., now district attorney at Gold Beach, Or., used to be the editor of Bonneville's

TAKE

SPACE

The Jack Dempsey-Dave Campbell bout one night down the river, when Dave was knocked out?

GERMAN AMBASSADOR HELD MAN FOR POST Success at Washington Presocialism.

dicted by Harden.

Frank Meredith Will Join Staff of State Commission.

SALEM, Or., March 25 .--- (Special.)-

of politics and economic statistics. He met Llayd-George in Essen when the latter was there a year ago, studying German social legislation, and was nighly esteemed by the Welshman. Afterward he was called to the home office, where he displayed much en-ergy and initiative. After a brief service as counselor of the imperial Japanese state rallways he returned

Wiedfeldt Knows World.

The doctor finally was lured by the offer of the chief directorship of the Krupp organization. This is one of the greatest industrial positions in Germany, whose incumbent is selected only after a close scrutiny and who must have demonstrated exceptional qualities. Wiedfeldt has been re-nowned for these in all of his posts and the serious politicians of Germany have been very anxious to put him on the road to the Imperial chan-

as a socialist leader, organized count-less strikes and cursed all rulers from the tribune of the reichstag. As presi-1,000,000 MAY QUIT WORK the tribune of the reichstag. As predi-dent he called a general strike when fleeing before Kapp and Laitwitz; yet now he tyrannizes with injunctions, ukases and death sentences against the strikers to the delight of the tories, while the workers called him a turncoat. All our experience has shown that those in power must be conservative. Not nearly so many reb-els were executed in the half-century of kaiser rule as in the year under socialism.

ment 3 to 1 Against Acceptance

 ment 3 to 1 Against Acceptance of Employes' Terms.
LONDON, March 25.— (By the Asso-clated Press.)—Unles the government is asked to intervene, there will be a complete stoppage in the engineer-ing industry, affecting 1,000,000 men. Beturns from the vote taken on the proposed managerial control agreement showed a majority of near-ly three to one against acceptance of the employee' terms.
Price to the taking of the ballot
Mille CLADAN 2-room suite with attch-BUDGET EXPERT IS NAMED

Frank Meredith, at one time secre- the proposed managerial control tary of the state fair board, today agreement showed a majority of near-

and Tuesday evening. Regular classes of mile begin Wednesday morning. Credentials sent in by high school graduates of mid-year indicate that many new students will come to the campus.
The campus has been descried for a week, with the exception of wome sconomics building and the library.
DEER HUNTER FINED \$50
Possessor of Venison Also Is Assessed \$25 Penalty.

sessed \$25 Penalty.

Charged with having killed deer during the closed season, William Clark of Oakridge, Or., pleaded guilty in a Eugene court and was fined \$50, according to advices received yesterday by Captain Burghduff, state game warden. G. E. Smith, also of Oak-ridge, admitted having dried deer meat in his possession and was fined

a part of what was known as the Ahio S. Watt party, all

valles

in

A BANGAIN. 40 acres in Elickits county, on coun-ty road; good sui; Boo M fest of tim-ber; 1 mile to sawinil and school of miles to road and postoffice; wary cleared; \$10 an acre, cash or terms. By owner, 281 Courb at, Couch hotel, room 307, Portland, Or ENGINEERING INDUSTRY OF ENGLAND FACES CRISIS. aby, Fortana, Or OLD ESTABLISHED Oregon corporation desires has services and small invest-ment of man having had manacerial asperience; financial statement and havis references will be given and the best of references will be requested. BJ 537, Organization Vote on Managerial Control Agree-

TOO LATE TO CLASSIFY.

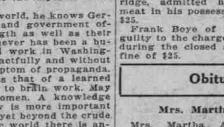
Phone if any crossenant, WANTED-Al once, first-class grocery clerk; state wages and references. AM 28. Oregonian.

FOR RENT-Light, airy housekseping room, reasonable; aduits only, 1275 E. Taylor. FOR SALE-Adjustable dress form, 110, and \$37.50 tanjo, used very little, \$20, with case. Tol Jefferson st.

PARTNER wanted; lady or gentleman; turn \$500 into \$2000 BD 526, Oregonian, nian, WISH TO BORROW \$500 for shart time 210 Marrison st. on good security. 210 Murrison st. EXPERIENCIAL counter girl wanted W23

GRANT SIX, in good condition, \$100 cash, balance saay. Tabor 1918.





for harvest, even though this was not until the spring of 1918. [Mead, former Northwestern agent and now dead.] borseback, sold his horse to Mrs. A. H. Johnson, and the animal stopped at every lamp post along the street when she rode it? Bob Schnitz cigar store in front of Checker Street. Rights of Care Granted.

The court held that, inasmuch a the statute above quoted was in effect at the time the lease was made the landlord and tenant must be deemed to have contracted with ref-Bob Schnitz' cigar store in front of Charles Sliter's crystal palace, with the little slot in the middle of the PICKARD.

erence to it. The court said: "Where the termination of the lease depends upon an uncertain

event, as, for instance, a demand made at the discretion of the land-lord, the tenant would have free access to the premises to cultivate and

harvest the crop sown by him before the service of the notice to quit." This principle is further stated and explained in Sievers vs. Brown (35 Ore 454, 461, 56 Pac. 171) as follows:

"A tenant, holding by a tenure which is uncertain as to the time it will cease, is entitled to take off, after if has ceased, the crops which he has sowed in the course of husbandry. But if it is certain at the time when he sows how long it will continue tale of the farm or the giving of no-tice by the landlord or some other event, and the tenant, at the time of the happening of the event, has grow-ing crops, he may, thouh required to surrender up possession of the farm, thereafter have free access to the

he sows how long it will continue, and it is plain that he cannot, before premises to cultivate, harvest and reit ceases, reap that which he may move the crop,

sow, then it is his own folly if he sows, and he will not be permitted to reap. This rule does not give to the HOUSE BUILDING PREDICTED Individuals and Business Houses New Residence at 797 Skidmore

tenant any right by reason of his having plowed, manured, or other-wise prepared the ground for the seed, if he has not sewed."

It is to be noted, however, that this right in the tenant to<sup>8</sup>enter after the The Artistic Home Builders, a new termination of his lease and remove the crops does not apply in those cases where the lease is terminated by the wrongful act of the tenant, as, for instance, the non-payment of rent or the assignment of the lease, which is non-assignable or the the tenant of some cove-lease. Instration is Cited. ration of this is found. The residence will cost \$5500 the Metzger-Parker company, reportbreach by the tenant of some covenant of the lease

### **Illustration Is Cited**

An illustration of this is found in our own state in the case of Myer vs. Roberts, 50 Or. \$1, 89 Pac. 1051, 12 The ground was broken last week. In addition a number of ex-service Roberts, 50 Or. \$1, 89 Pac. 1051, 12 L. R. A. (N. S.), 154. In this case the tenant of a farm assigned his interest in his lease to a third per-son without the consent of the land-lord As soon as the landlord learned of the assignment he declared a for-reiture of the lease and immediately re-entered and took possession of the property in a peaceable and orderly manner. The court held that such a breach of the lease entitled the land-

manner. The court held that such a breach of the lease entitled the land-lord to enter and declare the lease canceled. At the time of the land-lord's re-entry a crop of hops was growing upon the premises. The landlord later harvested and sold these hops, some 22,000 pounds, whereupon the tenant brought an action against the landlord, claiming that the landlord had converted the hops, asking that either the hops be that the landlord and converted the hops, askins that either the hops be returned or the value thereof paid to the tenant. The supreme court held that when the landlord re-entered the farm by reason of the tenant's breach. The tile to all crops then growing passed to be landlord. The court said: "Whith the estate of a tenant of bis, and the landlord or ewner re-enters, the tenant of courpant is mode entitled to the crops growing there-on, but they pass to the landlord with the tile to the land."

time does not boidly change the standard of its diplomatic missions. For myself, I believe that the Amerisettling in the Willamette

In 1878 she was married to

Levington Sumpter.

state that he was unable to give state dinners costing millions of marks while so many Germans were in misery at home, nor could accept them, and must beg even the box-holders of the Metropolitan opera house to allow him to entertain them with tea and lemonade. Unless the mark improves in value. with tea and lemonade. With tea and lemonade. Which is not likely, to maintain the embassy at Washington on its former scale will cost at least 100,000,000 marks yearly; probably much more, with wireless and cable tolls added. The reichstag was ready to grant whatever money was necessary pro-

Photo company. McDougall Music company. Marshall-Wells company, Grand Electric company. Staples the scholar and economist. Luigi Brentan, Jeweler, Library association. Brick Mortgage company. The Oregonian. Roof Security company. E. L. Knight & Co., Atiyeh Bros., H. E. weed, Security Storage & Transfer company, Wickman Building com-pany, Gaynor Hardwood Lumber company. O. A Pearce. Lipman, Wolfe & Co., Pacific States Fire Insurance.

C. Y. L.

R. C. C.

Harry Beckwith, Klein Building com-pany, Gaynor Hardwood Lumber company, O. A. Pearce, Lipman, Wolfe & Co., Pacific States Fire Insurance company, Western Fluff Rug com-pany and Central Heating & Supply company.

exhibits have been taken by the 65 firms which have signed up and sig-nified their intention of making dis-playa. It is expected that all the available space for exhibit purposes will be taken early this week, and preparations then will be started for

PROPOSED UNION HIGH SCHOOL BUILDING FOR VERNONIA.

the title to hell and/ord with the tenance iterminated by some are in some in this city for meanly 13 years. During that time it has hulls up a for occupant of land/ord with the tenance iterminated by some are interest. the tenance iterminated by some are interest. the tenance iterminated by some are interest. The foregoing cases illustrate the this hulls up and the land/ord with the these is not definite to the far. We have the tenance itermines and the land/ord with the tenance is to expire at a definite date. The tenance is to expire at a definite date, the tenance the since company, and the land/ord will be one to the distribution of the tenance the since the sinc

clating. Mrs. Mary Wakefield. CRESWELL, Or., March 25 .--- (Spe-dal.)--Mrs. Mary Wakefield died at

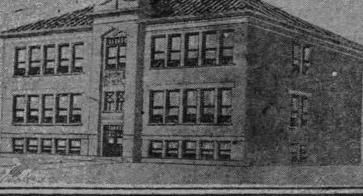
Chelan, Wash., yesterday of cerebral hemorrhage. Surviving are her daughter, Miss Maude Wakefield, a entrist centrist offered hey all principal at Creswell. The funeral

Mrs. Florence R. Martin. ALBANY COLLEGE, Albany, Or March 25. - (Special.) - Word has

tir went to India, where her husband has been in the national forest serv-ice. Mrs. Martin, then Miss Roach,

son's home.

WE DO HOUSE WIRING GOOD bug body, \$12 Tabor 1918.



# In addition a number of ex-service will be taken early this week, and men are considering plans for new preparations then will be started for The exposition last year was at-tended by practically 100,000 persons, and it is expected that it will prove even more popular this year. "The manner in which the substan-tial business houses of the city have