

such service, or to make compensation as agreed upon, shall be deemed guilty of a misdemeanor.

Sec. 7030-2, any person who shall hereafter contract with another to render personal service of any kind to him, and shall thereafter fraudulently and with malicious intent to injure the employer, procure advances in money or other thing of value from him, with intent not to render the service agreed upon, and who shall thereafter, with like intent, fail or refuse to perform the service agreed upon, shall be deemed guilty of a misdemeanor.

Sec. 7030-3, this section deals in the same general terms of the failure of the employer to make agreed advances with malicious intent to injure the employee.

Sec. 7030-4 is the first section of this article that specifically recognizes payment in a share of the crops:

Such contract shall clearly set forth the conditions upon which the laborer or laborers are engaged to work, embracing the length of time, the amount of money to be paid, and when; if it be on shares of the crops, what portion or portions thereof.

If the contract is verbal, it must be witnessed by two disinterested witnesses not related to the parties in the sixth degree. No transfer or assignment of the contract can be made.

Sec. 7030-5 provides for registration of such contracts where they are in writing.

Sec. 7030-6—This section provides penalties for violation of Sec. 7030 to Sec. 7030-5.

Under these sections fraud, and malicious intent to injure, must be alleged and proven.

When the crop has been raised the landlord has his lien under Sec. 8771 for rent and advances, be the other party tenant or cropper, and the remedies given under Sec. 8774 to 8778. [Ante, under (5).]

(7) REMEDY, IF LANDLORD VIOLATES AGREEMENT

The Civil Code of S. C., 1942, Sec. 7030-6, prescribes the method of making contracts for labor and for punishment for breach of such contracts by either party with malicious intent.

Such contracts may be either verbal or written (Sec. 7030-4); and may be registered by either party (7030-5). Sec. 7030-6 provides that there shall be no conviction under Sec. 7030-5 unless warrant is issued within 30 days from the commission of the offense, and declares that those sections shall not be operative where the inducement for any contract is money or other thing of value, advanced to or for the employee, prior to the commencement of the services thereunder. Such contracts are declared null and void.

Sec. 7030-7 provides that all contracts made between owners of land * * * and laborers shall be witnessed by one or more disinterested persons, and, at the request of either party, be duly executed before a magistrate, whose duty it is to read and explain the same to the parties. Such contracts shall clearly set forth the conditions upon which the laborer or laborers engage to work, embracing the length of time, the amount of money to be paid, and when; if it be on shares of crops, what portion of the crop or crops.

Sec. 7030-8—Crops to be divided by disinterested person: Whenever laborers perform under contract on shares of crop, or crops, such crop or crops shall be gathered and divided off before its removal from the place where it is planted, harvested, or gathered, such division to be made by a disinterested person, when desired by either party to the contract. Such disinterested party shall be chosen by and with the consent of the contracting parties; whenever the parties fail to agree upon and disinterested party, or, if complaint is made that the division has been unfairly made, within ten days after

such division, it shall be the duty of the Magistrate residing nearest to the place where such crop or crops are planted, harvested, or gathered, to cause, under his immediate supervision, such equitable division as may be stipulated in the contract * * *. When such division has been made, each party shall be free to dispose of their several portions as to him, or her, or them, may seem fit; provided, that if either party be in debt to the other for any obligation incurred under contract, the amount of said indebtedness may be then and there settled and paid by such portion of the share or shares of the parties so indebted as may be agreed upon by the parties themselves, or set apart by the Magistrate, or any party chosen to divide said crop or crops.

Sec. 7030-9 makes it a misdemeanor for a person fraudulently to secure advances in a lease or crop-sharing contract, and then refuse to cultivate the land. It is also a misdemeanor for a lessor or landowner to withhold peaceful entry and possession of the land.

Sec. 7030-10 makes it a misdemeanor for any person to entice away any tenant or laborer under contract with another, or to employ such laborer knowingly.

Sec. 7030-11 provides for the payment of all laborers on plantations in lawful money unless otherwise provided by special contract.

In addition to these provisions [headings (6) and (7) herein] the laborer (cropper) has his lien under Sec. 8772, and could maintain an action for breach of contract against the landlord where the circumstances warranted.

TENNESSEE

(1) LANDLORD AND TENANT, WHEN

There is no statutory definition of the relation of landlord and tenant as applied to share-cropping contracts in Tennessee. Michie's Digest of Tennessee Reports, p. 410, cites the definition of the landlord and tenant relationship in Bouvier's Law Dictionary, vol. II, p. 115, as follows:

The term landlord-and-tenant denotes the relationship which subsists by virtue of a contract express or implied between two or more persons for the possession or occupation of lands or tenements either for a definite period, from year to year, for life, or at will.

The relationship does not rest upon the landlord's title, but upon the agreement between the parties, followed by the possession of the premises by the tenant under the agreement. (*Beasley v. Gregory*, 2 Tenn. App. 378). A tenant in the popular sense is one who is in occupation of land and tenements, title to which is in another, the terms of whose occupation are defined by the agreement. [*Metropolitan Life Insurance Company v. Moore*, 167 Tenn. (3 Beeler) 620, 72 S. W. 2d 1050.] An express contract is unnecessary and tenancy may be inferred from the conversations and actions of the parties. [*Laird v. Riggle*, 53 Tenn. (6 Heisk) 620.] Where premises are occupied as an incident of employment, the relation of landlord and tenant is not thereby created. Upon termination of the employment the right of occupancy ceases and the servant becomes a trespasser. [*Croom v. Reichman*, 8 Tenn. Civ. App. (Higgins) 86.]

Tiffany, in his work on real property (vol. I, p. 121), with relation to landlords and tenants, says:

If the effect of the arrangement is to give the cultivator the possession of the land, the exclusive possession as it is frequently termed, a tenancy is created.

Although Tennessee statutes do not declare what the relationship is when a landowner agrees with another party to cultivate his land for a share of the crops, undoubtedly the general rule of tenancy would hold.

(2) EMPLOYER AND CROPPER, WHEN

Although the Tennessee statutes make frequent reference to share-croppers in giving landlords lien on crops raised on their lands, and frequently use the phrase "tenant or share cropper," they, nevertheless, do not define what a sharecropper is, nor what is his relation with the owner of the land.

In the case of *McCutchin v. Taylor*, 79 Tenn. 259, the court held that an agreement to give a part of the crop in consideration of the labor of tillage is as much a hiring as an undertaking to pay in money.

The distinction between a tenant and cropper does not appear to have been drawn by any of the Tennessee cases, or by the statutes. It has been distinctly drawn in a California case arising in the United States District Court, in the opinion in which among many cases cited there are a number heretofore reviewed in this Memorandum under this heading. The case of *O'Brien v. Webb* (1921), 279 Federal 117, reviews a number of cases drawing the distinction between tenant and cropper, and in the opinion the court states the case as follows:

Cropping contracts between an owner of land and an alien Japanese resident, designated as the "cropper," by which the owner employed the cropper to cultivate the land for four years, with the right to occupy a house thereon, using the house, machinery, and tools of the owner, who reserved general possession of the land, the cropper to receive for his services one-half of the crops after they were harvested, "provided, that the cropper shall have no interest or estate whatsoever in the land described herein"; held, not to create the relationship of landlord and tenant, nor to vest the alien with an interest in the land, which rendered the contract involved as in violation of the California Alien Land Law of November, 1920.

In the last case cited above, the court cites and quotes from *Taylor v. Donahue*, 125 Wis. 513, 103 N. W. 1099, distinguishing between tenant and cropper, as follows:

The distinction between a tenant and a cropper is that a tenant has an estate in the land for a given time, and a right of property in the crops, and hence makes the division thereof between himself and the landlord in case of an agreement upon shares; while a cropper has no estate in the land, nor ownership of the crops, but is merely a servant, and receives his share of the crops from the landlord, in whom the title is. It is always a question of the construction of the agreement under which the parties are acting.

The cases cited by the court arose in many parts of the United States, but among them were the following from States included in this Memorandum, and which have already been reviewed under the different State headings:

- McNeely v. Hart*, 32 N. C. 63, 51 Am. Dec. 377.
- Brazier v. Ansley*, 33 N. C. 12, 51 Am. Dec. 408.
- Hunt v. Mathews*, 132 Ala. 286, 31 So. 613.
- Hudgins v. Wood*, 72 N. C. 256.
- Pearson v. Lafferty*, 197 Mo. App. 123, 193 S. W. 40.

(3) TENANTS IN COMMON OF THE CROP, WHEN

A contract by a laborer with a landowner to farm on the shares does not create a partnership, but they are tenants in common of the crop, and each may sell or mortgage his respective interest.

- Jones v. Chamberlain*, 52 Tenn. 210 (1871).
- Mann v. Taylor*, 52 Tenn. 267 (1871).
- Hunt v. Wing*, 57 Tenn. 139 (1872).

In *Mann v. Taylor*, ante, the court said:

The contract between Long and Barrier is one of a character now frequently made in this country, and partakes of the nature of a contract between landlord and tenant, whereby tenant agrees to cultivate the land and pay a share of the crops to the landlord, rather than a contract of partnership.

If the agreement is for a division of specific crops, the owner of the land and the occupant are regarded as tenants in

common of these crops. Farming on shares makes the owner of the land and the farmer tenants in common of the crop. Thus, a contract by which A should have possession of B's farm and put in crops on shares, makes them tenants in common of the crops, and A may sell or mortgage his share of the crops. Where the owner of the farm was to furnish teams and fodder, fuel, seed, and farm implements, and the other party do the work, cultivate and secure the crops, and these were to be divided between them in certain proportions, it was held to constitute a tenancy in common of the crops.

In the case of *Hunt v. Wing*, the court said:

While those contracts by which the laborer undertakes to make a crop for a given share of it do not create a partnership between the parties, as was decided by this court in the case of *Mann v. Taylor*, yet they are owners in common of the crop.

In *Jones v. Chamberlain*, ante, it was held that an oral lien given to the landowner for supplies was not enforceable. Jones and one Harwell entered into a written agreement by which Harwell was to cultivate Jones' land, and each was to share equally in the crops. It was, thereafter, orally agreed that Harwell's half should stand good for advances made during the year. Harwell subsequently conveyed his one-half interest to Chamberlain to secure an indebtedness, which conveyance was recorded. After the crop had been harvested, Jones secured possession and sold it, keeping the proceeds to pay for his advances. Chamberlain sued to recover the value of one-half of the crop from Jones, but the Trial Court held that Jones had a superior right under his claim for supplies. This decision was reversed, and in reversing it the Supreme Court of Tennessee says:

We are of opinion that an agreement for the conveyance of a crop to be raised and gathered is such an agreement for the conveyance of personal estate that it would be void as to creditors or subsequent purchasers for value without registration. Mr. Washburn (vol. I, p. 497) states as the result from a variety of cases that "farming on shares makes the owner of the land and the farmer tenants in common of the crops. Thus, a contract by which A should have possession of B's farm and put in crops on shares, makes them tenants in common of the crops and A may sell or mortgage his share of the crops." It appears that if the tenant can mortgage his share of growing crops, to make the conveyance effectual as against creditors the conveyance must be registered.

[But see (4) under chart]

(4) TITLE TO CROP PRIOR TO DIVISION

Although the cases cited under "(3) Tenants in Common of the Crop, When" of this Memorandum for this State, hold the landlord and sharecropper to be tenants in common of the crop, those cases were decided prior to 1927, and in that year the Legislature modified the previous statute in a manner which may throw new light on these decisions.

Sec. 8027, Williams' Tennessee Code, 1934, provides as follows:

Sec. 8027—Part of crop reserved to landlord.—Nothing in this law shall affect the portion of the crop reserved as rent by the landlord of a share cropper, or for the rent or use of land producing same, whether divided or undivided, it being the intention to treat the title to such portion of the crop as vested in the landlord, unless the contract expressly provides otherwise. (L. 1923, ch. 71; L. 1927, ch. 33.)

Sec. 8028 provides that the purchaser of a crop from a tenant, with the landlord's written permission to sell, shall issue check in payment to the landlord and tenant jointly, and before such check is cashed it shall have endorsed on the back thereof the genuine signature of the landlord or his duly authorized agent.

In the case of *Schoenlaw-Steiner Trunk Company v. Hilderbrand*, 152 Tenn. 166, 274 S. W. 544 (1925), it was held that

under a contract creating a third and fourth tenancy, the title to the crop was in the tenant, and the landlord could not recover in an action for conversion against mortgagees of the tenant who had taken possession of the crop. The court said:

The evidence shows that at the time the defendant, Hilderbrand, shipped and delivered some cotton * * *, there had been no division of same between him (Hilderbrand) and complainant, and the title to the whole of the cotton was in the defendant, Hilderbrand, and complainant had no claim *in rem* to the same until a division thereof had been made between complainant and said Hilderbrand, and, therefore, complainant could not recover the value of its undivided one-fourth interest in said cotton.

The court cites 16 Ruling Case Law, p. 912, as follows:

The fact that the rent is payable in property instead of money does not, until the property has been turned over to the landlord, confer any title thereto upon him. Thus in case of a lease of farming lands where the rent is a certain amount of the crops, no title to the crops vests in the landlord until they are set apart to him.

The court then pointed out that under the statute giving the landlord a lien on the crop to secure his rent, there was no distinction made between a rental contract whereby the rent was payable in part of the crops or in money. It was then stated that under the decisions of this State, the landlord's lien gave him "no property in, or right to, the crop."

(5) LIEN OF THE PARTIES ON THE CROP

A.—Landlord's lien.—The landlord has a lien on the crops raised on his land during any year for his rent for that year, as specifically provided in the following sections of the Code:

Section 8017—Rent lien on crop inures to benefit of assignee or person controlling land: A landlord and one controlling land by lease or otherwise shall have a lien on all crops growing on the land during the year for the payment of the rent for the year, whether the contract of rental be verbal or in writing, and this lien shall inure to the benefit of the assignee of the lienor. (Laws of '23, ch. 71).

Section 8018.—Also he shall have a like lien on all crops of tenants or share croppers grown during the year on the land, for the payment of necessary food, household fuel, money, and clothing supplied during the year to such tenant or share cropper, or those dependent upon him.

Section 8019.—Also he shall have a like lien on all crops of tenant or share cropper grown during the year on the land for the payment of necessary fertilizer, implements, work stock, feed for stock, seed, labor, and insecticide furnished to, and used by, such tenant or share cropper in the production of the crops.

Section 8020—Foregoing liens on equality, but superior to all other liens: The liens mentioned in the three preceding sections shall all be upon equality, but all shall be superior to all other incumbrances, liens, levy, or contract on said crops, regardless of the date of such other incumbrance, lien, levy, or contract.

Sec. 8023 provides that a purchaser, with or without notice, of a crop subject to any such lien shall be liable to the lien holder for the value of the crop, or any part of it, so purchased, not, however, to exceed the amount of rent due, and/or supplies furnished, and costs incurred in collecting same, if the crop, or part thereof, is delivered to or taken possession of by such purchaser before July 1 after the crop year; provided, the lien holder shall bring his suit against the purchaser within one year from the date of delivery to, or possession taken by the latter.

Sec. 8024 provides that any factor selling tenant's crops and applying the proceeds to indebtedness due him is liable for rent whether he has notice of the lien or not.

Sec. 8025 makes it a misdemeanor to dispose of any crop subject to landlord's lien for rent, with the purpose of depriving the owner of any such indebtedness.

It was held in *Meacham v. Herndon*, 86 Tenn. 366, 6 S. W. 241, that under a contract by which it was agreed that the landlord should furnish the tenant his supplies and should retain possession and control of the crop and sell it, and should pay one-half of the proceeds to the tenant after paying himself for supplies furnished, the rights of the tenant's mortgagee, even without notice of the terms of said contract, must be postponed to those of the landlord under the contract.

In *Bramlett v. Hurley*, 160 Tenn. 653, 28 S. W. 2d, 633 (1930), it was held that the landlord's lien for work stock furnished the tenant is limited to the value of such stock to the production of the particular year's crop, and that the landlord could not, therefore, enforce as a lien upon the crop, a purchase-money note given for two horses. In the opinion the court said:

We think it manifest that this lien was intended to apply to a current year and crop only * * *. The lien is not a continuing lien, but is restricted to supplies and furnishings furnished year by year in contribution to the making of the crop of the year. In so far only as the supplies or furnishings are to go into a given crop, and contribute to its making, is the lien to be recognized.

The editor's note on sec. 8017 of the code, giving a history of landlords' liens on crops, makes the following observation:

The history of landlord-liens in the State indicates an unvarying purpose to extend and increase the protection afforded by its laws. [*Hunter v. Harrison*, 154 Tenn. (1 Smith) 590, 288 S. W. 355.]

B.—Share Cropper's Lien.—Tennessee statutes specifically give a farm laborer a lien for his wages on the crop raised by his effort.

Section 8014 (Williams' Tennessee Code, 1934)—Lien upon crops: When any person shall perform any labor or render service to another in accordance with a contract, written or verbal, for cultivating the soil, and shall produce a crop, he shall have a lien upon the crop produced which shall be the result of his labor, for the payment of such compensation or wages as agreed upon in the contract.

Section 8015—Extent of lien and enforcement: This lien shall exist three months from the 15th day of November of the year in which the labor is performed; provided, that an account of such labor rendered be sworn to before some Justice of the Peace or Clerk of the Court, showing the right of attachment.

Section 8016.—This lien shall in no wise abridge or interfere with the landlord's lien for rent and supplies; but the same shall be second to the landlord's lien, and no other.

These statutes seem ample to give the sharecropper a lien on the crop for his share thereof, but there have been no Tennessee cases found in which any of these sections have been interpreted.

(6) REMEDY, IF CROPPER VIOLATES AGREEMENT

Section 8022 (Williams' Tennessee Code of 1934):

All crop liens may be enforced in a Court of competent jurisdiction by original suit, execution, and levy, or by original suit, attachment, and garnishment, and all or any number of demands may be joined in one suit, or each established in a separate suit. Before any proceeding, * * * the lien holder shall itemize his claim, and himself or agent make affidavit in the manner required by law, in which affidavit it shall be stated that claim is correct, owing, unpaid, and bona fide, and not subject to any set-off or credit.

For the protection of both landowners and laborers and "croppers" from intimidation, Sec. 11037 of the Criminal Statutes of Tennessee (Williams' Tennessee Code of 1934) provides:

It shall be a felony for any night rider or other person by threats, written or verbal, or by intimidation in any form to compel or seek to compel one having a hired laborer, share cropper, or tenant on his place, to dismiss them, or any of

them, from employment without due cause, or for any night rider or other person by threats, written or verbal, or by intimidation in any form, to compel or seek to compel hired laborers, share croppers, or tenants, or their families, to vacate under fear or compulsion, the premises they have occupied. Any person convicted under this Section shall be punished by imprisonment in the penitentiary for not less than three years, and not more than 15 years. (1915, ch. 15, Sec. 2.)

(7) REMEDY, IF LANDLORD VIOLATES AGREEMENT

Being a tenant in common of the crop, the cropper can maintain an action for partition, can recover for conversion, can interplead for his share of the crop, and can mortgage or sell his share of the crop which his labor produced.

Vol. IV, Law and Contemporary Problem, p. 543.
Hunt v. Wing, 57 Tenn. 139 (1872).
Jones v. Chamberlain, 52 Tenn. 211 (1871).

If the action be one for breach of contract, as where the landlord failed to furnish supplies or money to make the crop, the measure of damages is the value of the share, less necessary expenditures, not including labor, and less such sums as the sharecropper may have earned in other employment. *Matthews v. Foster, 238 S. W. 317 (Tex. Civ. App. 1922).*

TEXAS

(1) LANDLORD AND TENANT, WHEN

The most recent decision of the Supreme Court of Texas distinguishing the relationship of landlord and tenant from that of employer and cropper, in crop-sharing contracts, is *Brown v. Johnson, 118 Tex. Rep. 143, 12 S. W. 2d 543 (1929)*. The case came before the Court in an agreed statement of facts, which were:

In December, 1924, appellee rented the land involved in this suit * * * for the year 1925, and agreed to pay as rent for said land one-third of all grain, and one-fourth of all cotton raised thereon. The appellee, of his own volition, entered into a contract with appellant for him to cultivate the land during the year 1925, the terms of said contract being as follows:

Appellee was to furnish the appellant the land, teams, tools and seed for the cultivation of said land, and appellant was to cultivate the land, gather and sell the crops therefrom, and when crops were sold, appellee was to receive from appellant one-half of the proceeds arising from the sale. The crops were not to be divided in kind.

The question submitted to the Supreme Court for adjudication was whether the trial court erred in holding that the relationship of landlord and tenant existed between appellee, Johnson, (the tenant of the owners of the land on which the crops were grown), and the appellant, Brown, (the grower of such crops under his contract with appellee).

The Supreme Court said:

It is our opinion that the question propounded must be answered in the affirmative (that is, that the Trial Court did err) under the facts stated in the certificate. The relationship of landlord and tenant is a question of fact, like that of possession, and may be proved by parole evidence. Likewise, the alleged relationship may be thus disproved. To sustain an action for rent, the relationship of landlord and tenant must exist. * * * To create the relationship of landlord and tenant no particular words are necessary but it is indispensable that it should appear to have been the intention of one party to dispossess himself of the premises and of the other party to occupy them. According to the certificate the legal rights of the appellee, Johnson, are held dependent upon a proper construction of the Landlord and Tenant Act as expressed in Articles 5222-5239. Those rights are primarily based on the contract he made with the owners of the fee in the lands cultivated by the appellant. The contract gives the appellee the exclusive possession of these lands with the right to use them during the term of his contract. * * * The relationship of

landlord and tenant between himself and the owners of the fee was established by virtue of the terms of this contract. * * *

A casual reading of our Landlord and Tenant Law demonstrates that one of the essentials of a valid lease of the premises whereby the relationship of landlord and tenant is established is that exclusive possession of the premises rightfully belonging to one party is transferred to another, and that the relationship of landlord and tenant is established. As said by the Court of Criminal Appeals in *Lane v. State, 10 Tex. Criminal Appeals 593, 276 S. W. 712*, "It is true that the appellant was a mere tenant on the premises owned by the prosecuting witness, but, under the undisputed testimony, his right to the possession of said property was unquestioned, and neither the landlord nor any other person had a right to become a trespasser thereon and to thereby destroy the fruits of his labor." * * * No other elements of the Landlord and Tenant Act are to be found in the relationship of the parties growing out of this contract, and as the appellee set out to exercise the right given by the law to a landlord against a defaulting tenant in this case, when under the circumstances he was not entitled to do so, it appears that the proceedings were wrongful and the appellee acquired no rights thereunder, as a landlord, by virtue of the terms of the Landlord and Tenant Act.

(2) EMPLOYER AND CROPPER, WHEN

In *Brown v. Johnson, ante*, the Supreme Court cited the case of *Cry v. J. W. Bass Hardware Company, 273 S. W. 350 (1925)*, from the Court of Civil Appeals, where the distinction between a tenant and a mere cropper is stated thus:

The distinction between a mere cropper and a tenant, entitling the tenant to a homestead right in the premises, is clear; one has the possession of the premises for a fixed time exclusive of the landlord, the other has not. The possession of the land is with the owner as against a mere cropper because a mere cropper is in the status of an employee, one hired to work the land and to be compensated by a share of the crop raised, with the right only to ingress and egress on the property. This is not so as to the tenant, who has a substantial right in the land itself for a fixed time.

The Court then quotes from 12 Cyc. 979, as follows:

The intention of the parties as expressed in the language they have used, interpreted in the light of surrounding circumstances, controls in determining whether or not a given contract constitutes the cultivator a cropper. If the language used imports a present demise of any character in the land passes to the occupier, or by which he obtains the right of exclusive possession, the contract becomes one of lease, and the relation of landlord and tenant is created. If, on the other hand, there be no language in the contract importing a conveyance of any interest in the land, but by the express terms of the contract the general possession of the land is reserved in the owner, the occupant becomes a mere cropper. * * *

The factor is "the right of exclusive possession" as to the legal effect of the contract, and not "the shares of the crop" only. In other words, when the contract evinces the intention, as here, of "renting land," and not merely a hiring "to work the land," the relationship of landlord and tenant legally exists.

(3) TENANTS IN COMMON OF THE CROP, WHEN

In Texas, when the relationship is determined to be that of landlord and cropper, it follows that the parties are tenants in common of the crop. In the case of *Rogers v. Frazer Brothers and Company, (D.A. 108, S. W. 727, 1908)*, the action was brought by the payee on a note executed by the cultivator and secured by mortgage on the first four bales of cotton grown on the Rogers farm, against the landowner for conversion of such cotton. The defense set up the fact that Signoski, the cultivator, has sold his interest to him. The Court affirmed a judgment for the plaintiff mortgagee, and said:

The testimony shows that Signoski entered into a verbal contract with the appellant (the landowner) for the cultivation of 40 acres of land during 1904. By the terms of such contract appellant was to furnish the land, teams, and tools, and said Signoski was to cultivate the land and make a crop