



STATE OF KANSAS

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ATTORNEY GENERAL OPINION NO. 83- 22

The Honorable Gerald (Jerry) Karr
State Senator, Seventeenth District
Senate Chamber, State Capitol
Topeka, Kansas 66612

Re: Personal and Real Property -- Landlords and
Tenants -- Termination of Farm Tenancies; Notice
Required

Synopsis: K.S.A. 1982 Supp. 58-2506 provides for the termina-
tion of farm tenancies, with the general rule being
that notice of termination must be provided at
least 30 days prior to March 1, at which time the
tenancy is terminated. While two exceptions to
this rule are provided, they deal only with fall-
seeded grain crops. Accordingly, if a notice is
given after the deadline and a spring-seeded grain
crop is put in, the exceptions do not apply and
the lease continues until March 1 of the succeed-
ing year. Cited herein: K.S.A. 1982 Supp. 58-2506.

* * *

Dear Senator Karr:

As Senator for the Seventeenth District, you request our
opinion on a question concerning termination of agricultural
leases. Specifically, you wish to know the circumstances
under which such leases can be ended pursuant to K.S.A. 1982
Supp. 58-2506. You indicate that some confusion exists as
to the rights of the parties to such a lease when spring-
seeded crops are involved.

As it presently reads, the portions of K.S.A. 1982 Supp.
58-2506 which are relevant to your inquiry state:

"(a) Except as may be otherwise provided by this section or by a written lease signed by the parties thereto, in cases of tenants occupying and cultivating farms the notice to terminate such a farm tenancy must be given in writing at least 30 days prior to March 1 and must fix the termination of the tenancy to take place on March 1.

"(b) When a notice of termination is given pursuant to subsection (a) after a fall seeded grain crop has been planted, as to that part of the farm which is planted to a fall seeded grain crop on cropland which has been prepared in conformance with normal practices in the area, the notice shall be construed as fixing the termination of the tenancy of such portion to take place on the day following the last day of harvesting such crop or crops, or August 1, whichever comes first.

"(c) When a notice of termination is given pursuant to subsection (a) after the 30th day preceding March 1 and prior to the planting of a fall seeded grain crop on cropland which has been prepared in conformance with normal practices in the area, in any year in which a fall seeded grain crop has been or will be harvested, the notice shall be construed as fixing the termination of the tenancy of that part of the farm devoted to fall seeded grain crops on the day following the last day of harvesting such crop or crops in the succeeding year, whichever comes first." (Emphasis added.)

The general rule is set forth in subsection (a), wherein it is provided that, in the absence of a written lease stating otherwise, a notice to terminate a farm tenancy must be given in writing no later than January 29 (January 30 in leap years), in order to be effective on March 1 of that year. By implication, therefore, a failure to meet this requirement extends the lease until March 1 of the following year. See, e.g., Grey v. Schmidt, 224 Kan. 375 (1978).

An examination of the history of this statute indicates that, while the basic recognition of the March 1 date stems from the statute's inception in 1868, it has been frequently amended in recent years. These amendments appear to have been in response to several decisions of the Kansas Supreme Court, the most recent of which was Grey, supra. In view of these changes, prior court decisions are of little assistance in

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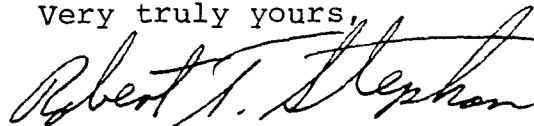
construing the specific application of the statute as it now reads. However, given the broad nature of the general rule and the narrowness of the two exceptions [at subsections (b) and (c)], a definitive opinion can be provided for your query.

As you posit them, the facts which give rise to conflicting interpretations concern the termination of a farm lease when the notice is received after the deadline has passed (i.e., after January 29/30). The tenant has already placed spring-seeded crops in the ground, which will be harvested by the end of October, given normal circumstances. As this allows for the planting of fall-seeded wheat on the same ground, you inquire whether the landlord may proceed to do so, or whether he is foreclosed from taking possession until the following March 1.

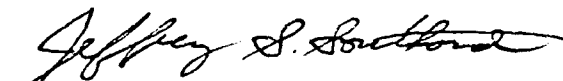
In our opinion, the statute is clear upon this point, as the two exceptions deal only with cases where a fall-seeded grain crop is either in the ground at the time the notice is received [subsection (b)] or the ground has been prepared therefor. As the situation presented here involves no concrete steps regarding a fall-seeded grain crop, the tenant who proceeds to prepare the land and put in such a crop after receiving notice must act at his own risk, as did the tenants in Grey, supra. Along the same line, however, in that neither exception acts to preempt the general rule, a landlord cannot enter prior to the usual termination date of March 1. Accordingly, where a spring-seeded crop is still in the ground, notice to terminate will be effective on the following March 1, per the general rule of K.S.A. 1982 Supp. 58-2506(a).

In conclusion, K.S.A. 1982 Supp. 58-2506 provides for the termination of farm tenancies, with the general rule being that notice of termination must be provided at least 30 days prior to March 1, at which time the tenancy is terminated. While two exceptions to this rule are provided, they deal only with fall-seeded grain crops. Accordingly, if a notice is given after the deadline and a spring-seeded grain crop is put in, the exceptions do not apply and the lease continues until March 1 of the succeeding year.

Very truly yours,



ROBERT T. STEPHAN
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