

## SECTION V.

## RULES PARTICULAR TO THE LEASE AND HIRE OF FARMS AND RURAL ESTATES.

1646. He who cultivates land on condition of sharing the produce with the lessor can neither sublet nor assign his lease, unless the right to do so has been expressly stipulated.

If he sublet or assign, without such stipulation, the lessor may eject him, and recover damages resulting from the violation of the lease.

1647. The lessee is obliged to furnish the farm with sufficient stock and the implements necessary for its cultivation, and to cultivate it with reasonable care and skill.

1648. If the farm be found to contain a greater or less quantity than that specified in the lease, the rights of the parties to an increase or diminution of the rent are governed by the rules on that subject contained in the title *Of Sale*.

1649. The lessee of a farm or rural estate is bound to give notice to the lessor, with reasonable diligence, of any encroachment made upon it; in default of so doing he is liable for all damages and expense.

1650. If the lease be for one year only, and, during the year, the harvest be wholly or in great part lost by a fortuitous event or by irresistible force, the lessee is discharged from his obligation for the rent in proportion to such loss.

1651. If the lease be for a term of two or more years, the lessee is not entitled to claim any reduction of rent in the case stated in the last preceding article.

1652. When the loss happens after the harvest is separated from the land, the lessee is not entitled to any reduction of the rent payable in money. If the rent consist of a share in the harvest, the lessor must bear his proportion of the loss, unless the loss is caused by the fault of the lessee, or he be in default of delivering such share.

1653. The lease of a farm or rural estate, when no term is specified, is presumed to be an annual lease, terminating on the first day of October of each year, subject to notice as hereinafter provided.

1654. The lessee of a farm or rural estate must leave, at the termination of his lease, the manure, and the straw and other substances intended for manure, if he have received them on taking possession; if he have not so received them, the owner may nevertheless retain them on paying their value.

## SECTION VI.

## OF THE TERMINATION OF THE LEASE OR HIRE OF THINGS.

1655. The contract of lease or hire of things is terminated in the manner common to obligations, as declared in the eighth chapter of the title *Of Obligations*, in so far as the rules therein contained can be applied, and subject to the special rules contained in this title.

1656. It is also terminated by rescission in the manner and for the causes declared in articles 1624 and 1641.

1657. When the term of a lease is uncertain, or the lease is verbal, or presumed as provided in article 1608, neither of the parties can terminate it without giving notice to the other, with a delay of three months, if the rent be payable at terms of three or more months; if the rent be payable at terms of less than three months, the delay is to be regulated according to article 1642.