CHAPTER 13

Agricultural Liens

**SECTION 29‑13‑10.** Lien of landlord for rent and advances.

Every landlord leasing land for agricultural purposes shall have a prior and preferred lien for his rent to the extent of all crops raised on the lands leased by him, whether raised by the tenant or some other person. No writing or recording shall be necessary to create such lien, but it shall exist from the date of the contract, whether in writing or verbal, and the landlord and his assigns may enforce such lien in the same manner, upon the same conditions and subject to the same restrictions as are provided in this chapter for persons making advances for agricultural purposes. And, subject to the liens hereinafter provided for and enforceable in the same way, the landlord and his assigns shall have a lien on all the crops raised by the tenant for all advances made by the landlord to such tenant during the year.

HISTORY: 1962 Code Section 45‑501; 1952 Code Section 45‑501; 1942 Code Section 8771; 1932 Code Section 8771; Civ. C. ‘22 Section 5692; Civ. C. ‘12 Section 4162; Civ. C. ‘02 Section 3057; G. S. 2399; R. S. 2512; 1878 (16) 411, 743; 1880 (17) 413; 1884 (18) 752; 1885 (19) 146; 1906 (25) 83.

CROSS REFERENCES

Collection of rent by distraint, see Sections 27‑39‑210 et seq.

Landlord and tenant generally, see Sections 27‑33‑10 et seq.

Regulation of agriculture, see Sections 46‑1‑10 et seq.

Library References

Landlord and Tenant 239.

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1201, 1212, 1217.

RESEARCH REFERENCES

Forms

Am. Jur. Pl. & Pr. Forms Landlord and Tenant Section 120 , Introductory Comments.

LAW REVIEW AND JOURNAL COMMENTARIES

“Legal Aspects of Farm Tenancy and Sharecropping in South Carolina,” 9 SCLQ 299 (1957).

NOTES OF DECISIONS

In general 1

1. In general

Cited in McNeill v Conyers (1908) 80 SC 571, 61 SE 1068; Blair v Morgan (1900) 59 SC 52, 37 SE 45. Cheatham v Morrison (1892) 37 SC 187, 15 SE 924. Williamson v Roberts (1947) 211 SC 179, 44 SE2d 317.

Applied in Clowney v Rivers (1924) 129 SC 58, 123 SE 759. Barnes v Bamberg (1899) 55 SC 499, 33 SE 580. Lockhart v Smith (1897) 50 SC 112, 27 SE 567. Faust v Bonnett (1918) 110 SC 435, 96 SE 489.

Landlord’s lien for rent on crops raised and right of distress are cumulative. Fidelity Trust & Mortgage Co. v. Davis (S.C. 1930) 158 S.C. 400, 155 S.E. 622. Landlord And Tenant 1600

A landlord has no lien on tenant’s personalty, except on crops raised on demised premises, for rent due. Fidelity Trust & Mortgage Co. v. Davis (S.C. 1930) 158 S.C. 400, 155 S.E. 622. Landlord And Tenant 1609

Under this section a landlord’s lien for rent extended to and covered the share of a third person and the crop raised by him as a sharecropper with the tenant. Hamilton v. Blanton (S.C. 1917) 107 S.C. 142, 92 S.E. 275. Landlord And Tenant 1610

Under these statutes as construed, a landlord has a lien on the crops for advances made to the tenant, whether the agreement under which the advances are made be written or oral. Nexsen v. Ward (S.C. 1914) 96 S.C. 313, 80 S.E. 599. Landlord And Tenant 1604

Proceeds of crops under lien must be applied to lien. Barfield v. J.L. Coker & Co. (S.C. 1906) 73 S.C. 181, 53 S.E. 170.

Agreement to give an agricultural lien does not create equitable mortgage. Creech v. Long (S.C. 1905) 72 S.C. 25, 51 S.E. 614. Chattel Mortgages 33

This section is constitutional. State v. Elmore (S.C. 1904) 68 S.C. 140, 46 S.E. 939.

Assignment of lien for advances sustained. State v. Elmore (S.C. 1904) 68 S.C. 140, 46 S.E. 939.

A magistrate has jurisdiction to issue lien warrant where the amount claimed does not exceed one hundred dollars. Southern Ry. Co. v. Sarratt (S.C. 1900) 58 S.C. 98, 36 S.E. 504.

Stated in State v. Aughtry (S.C. 1897) 49 S.C. 285, 26 S.E. 619, stay granted 26 S.E. 884, rehearing denied 49 S.C. 285, 27 S.E. 199.

Rent payable in cotton is secured by such lien. State v. Reeder (S.C. 1892) 36 S.C. 497, 15 S.E. 544.

Preferred liens given for supplies. Brewster v. McNab (S.C. 1892) 36 S.C. 274, 15 S.E. 233.

The lien is not defeated by taking a writing under seal for the rent. Sullivan v. Ellison (S.C. 1884) 20 S.C. 481.

No necessity for express agreement, for the contract carries with it a lien without an express agreement for it. Carter v. Du Pre (S.C. 1882) 18 S.C. 179.

**SECTION 29‑13‑20.** Laborer’s lien on crops.

Laborers who assist in making any crop on shares or for wages in money or other valuable consideration shall have a lien thereon to the extent of the amount due them for such labor. Such portion of the crop to them belonging, or such amount of money or other valuable consideration as may be due them, shall be recoverable by an action in any court of competent jurisdiction.

HISTORY: 1962 Code Section 45‑502; 1952 Code Section 45‑502; 1942 Code Section 8772; 1932 Code Section 8772; Civ. C. ‘22 Section 5693; Civ. C. ‘12 Section 4163; Civ. C. ‘02 Section 3058; G. S. 2083; R. S. 2217; 1884 (18) 752; 1885 (19) 146.

Library References

Landlord and Tenant 328(5).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1523, 1525, 1527.

NOTES OF DECISIONS

In general 1

1. In general

Under this section, a laborer or sharecropper has a lien upon the crop next in priority to the landlord’s lien for rent and necessarily senior to a mortgage on the crop for fertilizers. Birt v Greene & Co. (1924) 127 SC 70, 120 SE 747. Hamilton v Blanton (1917) 107 SC 142, 92 SE 275.

Applied in Nexsen v Ward (1914) 96 SC 313, 80 SE 599. State v Lanier (1908) 79 SC 103, 60 SE 225.

A laborer is entitled to such rights based on an oral contract, see State v Lanier (1908) 79 SC 103, 60 SE 225. Hair v Blease (1876) 8 SC 63. Huff v Watkins (1883) 18 SC 510.

Under this section a sharecropper who has not been paid has a lien next in priority to landlord’s lien for rent on all crops raised, regardless of question of division, and if bank, as crop mortgagee, seizes any part of crop and appropriates proceeds to its own use, it is liable for conversion to sharecropper. Du Rant v. Home Bank of Barnwell (S.C. 1924) 129 S.C. 283, 124 S.E. 12. Chattel Mortgages 138(1)

Jurisdiction of magistrate, see Wilkie v. Murphy (S.C. 1911) 88 S.C. 415, 70 S.E. 1028.

Contract with laborer, see McCutchen v. Crenshaw (S.C. 1894) 40 S.C. 511, 19 S.E. 140.

**SECTION 29‑13‑30.** Priorities among landlord and laborer liens.

The landlord shall have a lien upon the crops of his tenant for his rent in preference to all other liens. Laborers who assist in making any crop shall have a lien thereon to the extent of the amount due them for such labor, next in priority to the landlord, and as between such laborers there shall be no preference. The landlord’s lien for advances shall be paid next after the satisfaction of the landlord’s lien for rent and the laborer’s lien for labor and shall rank in other respects as it does now under existing laws.

HISTORY: 1962 Code Section 45‑503; 1952 Code Section 45‑503; 1942 Code Section 8773; 1932 Code Section 8773; Civ. C. ‘22 Section 5694; Civ. C. ‘12 Section 4164; Civ. C. ‘02 Section 3060; R. S. 2515; 1885 (19) 146; 1944 (43) 1321.

Library References

Landlord and Tenant 328(2).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1523 to 1525.

NOTES OF DECISIONS

In general 1

1. In general

Applied in Clowney v Rivers (1924) 129 SC 58, 123 SE 759. State v Lanier (1908) 79 SC 103, 60 SE 225.

If senior lienor by agreement permits a third person to take and apply to an unsecured claim enough of the crops to pay his own debt without notice to junior lienor, he cannot afterwards maintain an action against the junior lienor for the crops seized by him and applied to his lien debt. Hankinson v. Hankinson (S.C. 1901) 61 S.C. 193, 39 S.E. 385.

**SECTION 29‑13‑40.** Indexing of landlord’s lien for advances.

The landlord’s lien for advances shall be indexed in the office of the register of deeds or clerk of the court (when the office of register of deeds does not exist) of the county in which the land is located and the indexing of such lien shall constitute notice thereof to all third persons and entitle the lien to the benefit of this chapter only from the time of such filing for indexing. The index shall show the names of the lienor and lienee, the date and amount of the lien and a brief description of the place so cultivated. And such indexing shall be a sufficient record of the lien and the property covered by such lien, so indexed as aforesaid, if found in the hands of subsequent purchasers or creditors, shall be liable to such lien. The clerk of court or register of deeds, as the case may be, shall endorse his official certificate upon every lien on a crop or crops filed in his office under the provisions of this chapter and his only fee for filing, indexing and certifying such liens shall be fifteen cents for each lien so filed, indexed and endorsed.

HISTORY: 1962 Code Section 45‑504; 1952 Code Section 45‑504; 1942 Code Section 8774; 1932 Code Section 8774; Civ. C. ‘22 Section 5695; Civ. C. ‘12 Section 4165; Civ. C. ‘02 Section 3061; G. S. 2339; R. S. 2516; 1878 (16) 411; 1880 (18) 413; 1884 (18) 896; 1944 (43) 1321.

Code Commissioner’s Note

1997 Act No. 34, Section 1, directed the Code Commissioner to change all references to “Register of Mesne Conveyances” to “Register of Deeds” wherever appearing in the 1976 Code of Laws.

Library References

Landlord and Tenant 244, 328(1).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1215, 1523, 1525.

RESEARCH REFERENCES

Encyclopedias

S.C. Jur. Clerks of Court Section 10, Duties.

NOTES OF DECISIONS

In general 1

1. In general

Party taking proceeds of property on which lien exists becomes liable for money had and received. Link v Barksdale (1905) 70 SC 487, 50 SE 189. Parks v Laurens Cotton Mills (1904) 70 SC 274, 49 SE 871.

Applied in Cantey v McClary‑Broadway Co. (1913) 95 SC 29, 78 SE 614. Archer v Long (1896) 46 SC 292, 24 SE 83.

Additional related case, see State v. Lanier (S.C. 1908) 79 S.C. 103, 60 S.E. 225.

An unrecorded lien of landlord for advances does not avail against a merchant’s recorded lien for advances. Whaley v. Jacobson & Son (S.C. 1884) 21 S.C. 51.

Under 1878 Act No. 397 [1878 (16) 411] before its amendment, the lien had to be kept on file in clerk’s office, as well as indexed. Sternberger v. McSween (S.C. 1880) 14 S.C. 35.

If not indexed, the lien is good between the parties and enforceable by warrant. Loyns v. Tedder (S.C. 1876) 7 S.C. 69.

**SECTION 29‑13‑50.** Lien for supplies advanced.

Any person who shall make advances in provisions, supplies and other articles for agricultural purposes shall have a lien in preference to all other liens, existing or otherwise, upon such provisions, supplies and other articles, until they shall be consumed in the use. In case anyone to whom such provisions, supplies and other articles are so advanced shall endeavor to dispose of them for other purposes than that for which they were advanced or in case any person shall endeavor to make such provisions, supplies and other articles liable for the debts of the person to whom they were advanced, then the person advancing such provisions, supplies or other articles shall have the same remedies and means for enforcing his lien as are herein provided in case of advances for agricultural supplies.

HISTORY: 1962 Code Section 45‑505; 1952 Code Section 45‑505; 1942 Code Section 8779; 1932 Code Section 8779; Civ. C. ‘22 Section 5700; Civ. C. ‘12 Section 4170; Civ. C. ‘02 Section 3066; G. S. 2402; R. S. 2521; 1879 (17) 142.

Library References

Landlord and Tenant 242, 328(1).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1199, 1214, 1523, 1525.

NOTES OF DECISIONS

In general 1

1. In general

In prosecution of defendant for converting cotton crops subject to Farmers Home Administration liens defendants request that the trial judge charge the jury in conformity with Section 29‑13‑50 that any supplier of provisions for agricultural purposes has a lien superior to all others on the provision until they are consumed was properly rejected because it would be extraneous and only serve to confuse the jury. U.S. v. Lott (C.A.4 (S.C.) 1985) 751 F.2d 717, certiorari denied 105 S.Ct. 1852, 470 U.S. 1087, 85 L.Ed.2d 150. Secured Transactions 168.5

**SECTION 29‑13‑60.** Seizure of crop to prevent defeat of lien.

If any landlord making such advances shall prove by affidavit to the satisfaction of the clerk of the court of the county in which such crop is that the person to whom such advances have been made is about to sell or dispose of his crop or in any other way is about to defeat the lien herein provided for and shall accompany such affidavit with a statement of the amount then due, such clerk may issue his warrant, directed to any of the sheriffs of this State, requiring them to seize such crop and, after due notice, sell it for cash and pay over the net proceeds thereof, or so much thereof as may be necessary, in extinguishment of the amount then due.

HISTORY: 1962 Code Section 45‑506; 1952 Code Section 45‑506; 1942 Code Section 8775; 1932 Code Section 8775; Civ. C. ‘22 Section 5696; Civ. C. ‘12 Section 4166; Civ. C. ‘02 Section 3062; G. S. 2398; R. S. 2517; 1878 (16) 410; 1944 (43) 1321.

Library References

Landlord and Tenant 259, 328(4).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1206, 1256, 1259, 1523, 1525 to 1526.

NOTES OF DECISIONS

In general 1

1. In general

Applied in Moore v Moore (1923) 126 SC 226, 119 SE 248. Hamilton v Blanton (1917) 107 SC 142, 92 SE 275. Blair v Morgan (1900) 59 SC 52, 37 SE 45. Barnes v Bamberg (1899) 55 SC 499, 33 SE 580. Lockhart v Smith (1897) 50 SC 112, 27 SE 567. W. H. Kennedy & Sons v Dunbar (1896) 46 SC 517, 24 SE 383. Cheatham v Morrison (1892) 37 SC 187, 15 SE 924. Elkin v Gregory (1889) 30 SC 422, 9 SE 335. Baum v Bell (1888) 28 SC 201, 5 SE 485. Faust v Bonnett (1918) 110 SC 435, 96 SE 489.

Additional related case, see Baird v. Weatherford (S.C. 1915) 100 S.C. 490, 85 S.E. 59.

Sufficiency of affidavit, see Doty v. Boyd (S.C. 1896) 46 S.C. 39, 24 S.E. 59.

Sheriff cannot, under such warrant, take the crops already distrained and taken into possession by the landlord for rent, without payment of the rent. Brewster v. McNab (S.C. 1892) 36 S.C. 274, 15 S.E. 233.

Cited in Sease v. Dobson (S.C. 1891) 34 S.C. 345, 13 S.E. 530.

An affidavit simply stating that “the said (tenant) is about to sell and dispose of his said crop, subject to said lien, and to defeat the same,” without averring any fact tending to show that the act alleged was about to be done, is insufficient as such affidavit must necessarily rest on belief merely. Sharp v. Palmer (S.C. 1889) 31 S.C. 444, 10 S.E. 98.

The affidavit is fatally defective unless it states the facts required to obtain the warrant. Segler v. Coward (S.C. 1886) 24 S.C. 119.

Damages for failure to advance supplies, as agreed, are not recoverable hereunder. Davis v. Schmidt (S.C. 1885) 22 S.C. 128.

The warrant cannot issue on liens for advances unless the agreement for a lien was in writing and signed by the party charged. Carpenter v. Strickland (S.C. 1883) 20 S.C. 1. Agriculture 11

The warrant can be issued only by the clerk, and served only by the sheriff. Jones v. Clarkson (S.C. 1882) 16 S.C. 628. Agriculture 15; Clerks Of Courts 65

The seizure of the crop may be made elsewhere than on the land where it is made. Visanska v. Bradley (S.C. 1873) 4 S.C. 288. Landlord And Tenant 1648

**SECTION 29‑13‑70.** Notice that amount claimed not justly due; proceeds to be held.

If the person to whom such advances have been made shall, within thirty days after such sale has been made, give notice in writing to the sheriff, accompanied with an affidavit to this effect, that the amount claimed is not justly due, the sheriff shall hold the proceeds of such sale subject to the decision of the court upon an issue which shall be made up and set down for trial at the next succeeding term of the court of common pleas for the county in which the person to whom such advances have been made resides. In such issue the landlord who makes such advances shall be the actor.

HISTORY: 1962 Code Section 45‑507; 1952 Code Section 45‑507; 1942 Code Section 8775; 1932 Code Section 8775; Civ. C. ‘22 Section 5696; Civ. C. ‘12 Section 4166; Civ. C. ‘02 Section 3062; G. S. 2398; R. S. 2517; 1878 (16) 410; 1944 (43) 1321.

Library References

Landlord and Tenant 262(7), 328(4).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1206, 1210, 1256, 1269, 1523, 1525 to 1526.

NOTES OF DECISIONS

In general 1

1. In general

Notice and affidavit filed with the clerk raise the issue sufficiently for trial, and no order of court is necessary to frame such issue. Johnstone v Manigault (1880) 13 SC 403. Warren, Wallace & Co. v Lawton (1881) 14 SC 476.

Cited in Williamson v. Roberts (S.C. 1947) 211 S.C. 179, 44 S.E.2d 317.

In special proceeding to enforce rent claim by suing out an agricultural warrant, the amount of rent was an issue for jury. McCraw v. Austell (S.C. 1923) 125 S.C. 525, 119 S.E. 578.

In a special proceeding under this section to enforce a claim for rent by suing out an agricultural warrant, the issue is joined by tenant’s affidavit that the rent or the amount claimed is not due, and no order is required framing any specific issue; but the better practice is to formally frame an issue suggested by tenant’s affidavit. McCraw v. Austell (S.C. 1923) 125 S.C. 525, 119 S.E. 578. Landlord And Tenant 2170

Injunction against sale of tenant’s crops by landlord and filing bond discharges landlord’s warrant. McDowell v. Kimbrell (S.C. 1922) 120 S.C. 251, 113 S.E. 75.

Default of an agricultural lienee in servicing notice of the amount claimed in attachment proceedings not being due on lien account, cannot be excused. Lightsey v. Rentz (S.C. 1910) 85 S.C. 401, 67 S.E. 456.

The lienor is the actor in the court contesting the claim of lienee. Virginia‑Carolina Chemical Co. v. Kirven (S.C. 1900) 57 S.C. 445, 35 S.E. 745.

One against whom is issued a warrant to enforce a lien on crops need not move to vacate it in order to contest the validity of the lien, but may proceed under this section. Sease v. Dobson (S.C. 1890) 33 S.C. 234, 11 S.E. 728. Agriculture 15

The lienor is entitled to costs as witness on trial of such issue. Winsmith v. Dewberry (S.C. 1881) 14 S.C. 554.

If the affidavit denies any indebtedness under the lien, that is sufficient. Warren, Wallace & Co. v. Lawton (S.C. 1881) 14 S.C. 476.

Appeal lies from judgment in this proceeding. Johnstone v. Manigault (S.C. 1880) 13 S.C. 403.

The only issue to be determined under notice to the sheriff is whether the amount claimed is justly due. Johnstone v. Manigault (S.C. 1880) 13 S.C. 403.

**SECTION 29‑13‑80.** Enforcement in magistrate’s court.

When any landlord shall have made advances for agricultural purposes and shall have secured a lien upon the crop of the person to whom such advances may be made, according to the provisions of law relating to agricultural liens, and the amount of such advances does not exceed one hundred dollars, any magistrate of the county in which such lien is indexed may, upon the production of such lien and the proof required in cases in which clerks of the court may issue warrants, issue his warrant directed to a constable or sheriff of the county requiring him to seize such crop and after due notice sell it for cash and apply the net proceeds thereof, or so much thereof as may be necessary, in extinguishment of such lien.

HISTORY: 1962 Code Section 45‑508; 1952 Code Section 45‑508; 1942 Code Section 8776; 1932 Code Section 8776; Civ. C. ‘22 Section 5697; Civ. C. ‘12 Section 4167; Civ. C. ‘02 Section 3063; R. S. 2518; 1884 (18) 751; 1885 (19) 329; 1920 (31) 720; 1944 (43) 1321.

Library References

Landlord and Tenant 262(0.5).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1206, 1210, 1256, 1262.

RESEARCH REFERENCES

Encyclopedias

S.C. Jur. Magistrates and Municipal Judges Section 35, Jurisdiction‑ Other.

NOTES OF DECISIONS

In general 1

1. In general

Applied in Faust v Bonnett (1918) 110 SC 435, 96 SE 489. Dicks v Nimmons (1911) 88 SC 428, 71 SE 47.

Cited in Blair v Morgan (1900) 59 SC 52, 37 SE 45. Brown v Young (1899) 55 SC 309, 33 SE 357.

**SECTION 29‑13‑90.** Contest of amount due when enforcement in magistrate’s court.

If the person to whom such advances have been made shall give notice in writing within ten days after such seizure, accompanied with an affidavit to the effect that the amount claimed is not justly due, then the magistrate issuing the warrant shall, at the expiration of twenty days, decide an issue which shall be made up, in which the landlord who may have made such advances shall be the actor. The costs and fees of magistrates for enforcement of agricultural liens shall be the same as for clerks of court in similar cases and constables in magistrates’ courts shall be allowed in such cases the same fees and costs allowed in like cases to sheriffs.

HISTORY: 1962 Code Section 45‑509; 1952 Code Section 45‑509; 1942 Code Section 8776; 1932 Code Section 8776; Civ. C. ‘22 Section 5697; Civ. C. ‘12 Section 4167; Civ. C. ‘02 Section 3063; R. S. 2518; 1884 (18) 751; 1885 (19) 329; 1920 (31) 720; 1944 (43) 1321.

CROSS REFERENCES

Magistrates generally, see Sections 22‑1‑10 et seq.

RESEARCH REFERENCES

Encyclopedias

S.C. Jur. Magistrates and Municipal Judges Section 35, Jurisdiction‑ Other.

**SECTION 29‑13‑100.** Requisites of affidavits and statements; motion to vacate warrant of seizure.

The affidavit and statements to be used to obtain any warrant of seizure provided for in this chapter shall conform, as nearly as may be, to the practice regulating the issuing of warrants of attachment under this Code and the person against whom it is issued may move before the clerk of the court or magistrate by whom it is issued or a circuit judge to vacate such warrant of seizure for any of the causes which would be sufficient to vacate a warrant of attachment issued under this Code.

HISTORY: 1962 Code Section 45‑510; 1952 Code Section 45‑510; 1942 Code Section 8777; 1932 Code Section 8777; Civ. C. ‘22 Section 5698; Civ. C. ‘12 Section 4168; Civ. C. ‘02 Section 3064; R. S. 2519; 1885 (19) 429; 1896 (22) 197.

Library References

Landlord and Tenant 259, 328(4).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1206, 1256, 1259, 1523, 1525 to 1526.

NOTES OF DECISIONS

In general 1

1. In general

Applied in Faust v Bonnett (1918) 110 SC 435, 96 SE 489. Dicks v Nimmons (1911) 88 SC 428, 71 SE 47.

The only conformity to the attachment law required is in the affidavit and statements, and not in the subsequent proceedings. Blair v Morgan (1900) 59 SC 52, 37 SE 45. Southern R. Co. v Sarratt (1900) 58 SC 98, 36 SE 504.

Effect of failure to file affidavits, see Townsend v Sparks (1897) 50 SC 380, 27 SE 801. Doty v Boyd (1896) 46 SC 39, 24 SE 59.

While affidavit and statements necessary to warrant of seizure in enforcement of agricultural lien are required to conform as near as may be to procedure for attachment, subsequent proceedings are not required to so conform. Plumley v. Stewart (S.C. 1932) 165 S.C. 316, 163 S.E. 777. Landlord And Tenant 1650

Where principal defendant answered and went to trial without attacking warrant of seizure or warrant of attachment, sureties cannot question their validity. Plumley v. Stewart (S.C. 1932) 165 S.C. 316, 163 S.E. 777. Landlord And Tenant 1650

Motion to vacate before magistrate, see Kennedy v. Dunbar (S.C. 1896) 46 S.C. 517, 24 S.E. 383.

Time within which motion to vacate may be made, see Kennedy v. Dunbar (S.C. 1896) 46 S.C. 517, 24 S.E. 383.

The circuit judge can vacate an unlawful warrant of seizure at chambers. Segler v. Coward (S.C. 1886) 24 S.C. 119.

**SECTION 29‑13‑110.** Bond of applicant.

Before issuing any such warrant, the officer to whom application therefor is made shall require the person applying to enter into an undertaking, with sufficient surety, to the effect that he will pay to the person whose crops are to be attached or seized such costs as may be awarded to him should the warrant be set aside and all damages that he may sustain in consequence of the issuing of such warrant, if it should be decided by any court of competent jurisdiction that it had been illegally or improvidently issued, not exceeding the sum specified in the undertaking, which shall be at least two hundred and fifty dollars except in case of a warrant issued by a magistrate when it shall be at least twenty‑five dollars.

HISTORY: 1962 Code Section 45‑511; 1952 Code Section 45‑511; 1942 Code Section 8777; 1932 Code Section 8777; Civ. C. ‘22 Section 5698; Civ. C. ‘12 Section 4168; Civ. C. ‘02 Section 3064; R. S. 2519; 1885 (19) 429; 1896 (22) 197.

Library References

Landlord and Tenant 259, 328(4).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1206, 1256, 1259, 1523, 1525 to 1526.

**SECTION 29‑13‑120.** Lien creditor proceeding before debt becomes due.

In case any portion of the crop is removed from the land rented or leased and the proceeds thereof not applied to the payment of the rent for the year or to the other liens herein provided for and this fact shall be made to appear by affidavit, persons holding liens as herein provided shall have the right to proceed to collect the amounts which will become due for rent or advances in the same way as if they had become due according to contract before such removal.

HISTORY: 1962 Code Section 45‑512; 1952 Code Section 45‑512; 1942 Code Section 8778; 1932 Code Section 8778; Civ. C. ‘22 Section 5699; Civ. C. ‘12 Section 4169; Civ. C. ‘02 Section 3065; G. S. 2401; R. S. 2520; 1878 (16) 744.

Library References

Landlord and Tenant 251, 328(4).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1226, 1232 to 1233, 1235 to 1245, 1523, 1525 to 1526.

NOTES OF DECISIONS

In general 1

1. In general

This section gives the landlord the right to proceed to collect his rent, even though the same be not yet due, when any part of the crop is removed from the rented premises and the proceeds are not applied to the payment of the rent for the year. Hamilton v. Blanton (S.C. 1917) 107 S.C. 142, 92 S.E. 275.

**SECTION 29‑13‑130.** Recovery of crop severed on giving of bond.

Any person whose crop, whether it be severed from the freehold or not, may be seized under the provisions of Sections 29‑13‑80 or 29‑13‑90 may, upon entering into bond in accordance with the provisions of law in force in regard to actions for claim and delivery of personal property, recover immediate possession of the crop so seized. But nothing herein contained shall be so construed as to affect any of the provisions of said sections when no bond is given as herein authorized.

HISTORY: 1962 Code Section 45‑513; 1952 Code Section 45‑513; 1942 Code Section 8780; 1932 Code Section 8780; Civ. C. ‘22 Section 5701; Civ. C. ‘12 Section 4171; Civ. C. ‘02 Section 3067; G. S. 2404; R. S. 2522; 1884 (18) 751; 1885 (19) 329.

Library References

Landlord and Tenant 259, 328(4).

Westlaw Topic No. 233.

C.J.S. Landlord and Tenant Sections 1206, 1256, 1259, 1523, 1525 to 1526.

NOTES OF DECISIONS

In general 1

1. In general

Applied in Lightsey v Rentz (1910) 85 SC 401, 67 SE 456. Barnes v Bamberg (1899) 55 SC 499, 33 SE 580. Elkin v Gregory (1889) 30 SC 422, 9 SE 335. Mixson v Holley (1887) 26 SC 256, 2 SE 385.

Statutory provisions with respect to verdicts and judgments to be entered in claim and delivery action have no relation to verdicts and judgments in proceedings to enforce agricultural liens. Plumley v. Stewart (S.C. 1932) 165 S.C. 316, 163 S.E. 777. Landlord And Tenant 1650

This section alone gives the right to give bond to recover immediate possession of the crops seized. Dicks v. Nimmons (S.C. 1911) 88 S.C. 428, 71 S.E. 47.

The remedy granted by this section excludes any remedy by the action of claim and delivery. Dicks v. Nimmons (S.C. 1911) 88 S.C. 428, 71 S.E. 47.

Sheriff, who has seized crops under an agricultural lien warrant, has no authority to return them on the institution of an action in claim and delivery for them and execution of a bond in that proceeding. Dicks v. Nimmons (S.C. 1911) 88 S.C. 428, 71 S.E. 47.

A third person in whose hands personal property is seized, which it is claimed is subject to a lien for rent, may, on executing the required bond, recover the same in an action of claim and delivery. Southern Ry. Co. v. Sarratt (S.C. 1900) 58 S.C. 98, 36 S.E. 504.