AGRICULTURAL LAW

COMPARISON IN AGRICULTURAL PRODUCTION CONTRACTS BETWEEN ROMAN AND COMMON LAW

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Introduction

Comparing legal aspects between different legal systems can go beyond the essential elements that determine the legal or fields that form them. Especially when it's related to agricultural activities that are very similar despite the part of the world they can be performed, just by having slight differences in the regulation that englobes all the possible situations that arise in these economic activities. This means that if a comparison is going to be set between roman and common law in agricultural production contracts, a broader perspective is crucial to identify the differences and why these differences exist. Here is where we start looking into other aspects that make the legal systems different from the other, but it is known that the laws, regardless of the part of the world, are meant to regulate people's behavior in several ways and to satisfy the necessities that a population can encounter. This is where some social and cultural aspects tend to play a big part in agricultural activities. Determining the content of a farming production contract is different from the other, even with the same economic activity but in a different legal system. The best example shown in this kind of contract relies on the agricultural practices used in every region of the world that vary tremendously depending on the diet and the costumes they abide by. This will mark an important trend in the legal system that will regulate the agricultural activities, having different legal figures and fields that will arise in the same situations and eventually have a high percentage of matching among them.

Basic Format and Clauses of Agricultural Production Contracts in Common Law System.

There's been a rise in the importance of Contracts within the margin of activities that are constantly in need of regulation, especially in agricultural activities. Most of the time, it relies on the necessity of formalizing the relationship between the parties; the best example is in agrarian production contracts that have become more important in terms of the convenience of both parties. In this type of contract, a producer, in most cases, can be set into two major groups. Farmers and ranchers who are obliged to sell a specific crop or livestock to another party are established in a certain amount of time with specifications on the quality and quantity, most of the time known as the benefactor. This type of contract also applies to raising livestock where the producer commits to feed and care for the livestock owned by the benefactor for a certain amount of time until they are removed for other agricultural activities. Both parties must agree on the payment of the livestock that generally is strictly related to the performance or quality of the livestock. These are dispositions that must be included within the contract in clauses.

In this type of contract, several details must be set between parties based on the goods or assets bargained in the negotiation. What must be supplied to the producer by the benefactor, the quality and quantity of the good involved, the production system that is going to be used, and the remuneration to be paid to the producer for performing his part of the contract are the primary content that will be found in this type of Contracts. All of these factors that must be taken into account play a significant role in achieving the optimum performance of the contract by both parties.

First of all, it is essential to set the conditions that are necessary for both parties to perform their part of their contract fully; this is not just by determining the goods or miscellaneous that will be necessary to play their economic role within the obligation it is also essential to decide on the timing and the quality of the goods (depending on the either is going to be related to livestock or crops) so there no misunderstanding that can result into a future liability. And second, by giving a more detailed relationship by both parties when they are set to bond into this type of contract, it's always recommendable to detail as much as possible the different scenarios that can arise within the economic activities are moving forward. This is not only to diminish all the probabilities of a future breach of one of the parties; it helps both parties attend to the needs that can arise later depending on the project's development as it goes further.

These can be considered "essential" clauses or aspects of the contract. In some cases, several legal figures can arise within this type of contract that must be set between parties regarding the production system and land ownership. In these cases, both parties should agree by specifying the responsibilities entrusted to the producer in the specific case that he's limited only on the intervention of the production of crops, seeds, or raising of livestock, depending on the activity they will be performing. When we compare how this type of contract can be performed between Roman and Common Law, several clauses and legal figures can be related in both legal systems as similar or "almost" the same despite being two different legal systems on several bases.

The focus of both legal systems is to regulate the relationship between parties; there will be several implications in their relationship, and there is where we can start finding the differences in how a contract is bound in the roman and common law.

One of the most significant differences that we can find in agricultural production contracts in both systems is the regulation that is set forward to control or manage it. Despite being agricultural contracts, regarding the subject or matter, in Roman law, they are regulated by the civil dispositions and their regulation, despite being a contract related to agricultural activities. That’s one of the significant differences between roman and common law that directly affects these contracts or can be contrasted.

Basic Format and Clauses of Agricultural Production Contracts in Roman Law System.

There's no significant difference that can be found in Agricultural Production Contracts between Roman Law and Common Law, even though this contract can be established and performed in different legal systems. It should be formed by two parties as well as a producer that obliges or commits itself to the performance of selling specific goods to a benefactor that must provide the producer with a monetary compensation based on the delivery of the crops, seeds, or even livestock that has been set forward in the contract, including specifications of quality and quantity that the producer must provide to the benefactor in a certain amount of time or due date. One exciting clause that is commonly found within this type of contract in the Roman law system is the responsibility of the producer abides himself to the labor obligations of the personnel that will work under the producer's surveillance and commitment during the duration of the contract. The producer will also oversee the selection, hiring process, payroll, and workers during the project's lifetime. The producer is also liable for underage hiring in case it shows up. When performed in Roman law systems countries, including these clauses on these contracts is common, especially in Latin America.

Unfortunately, it is common to hire underage workers for this type of project due to several economic deficiencies that have a massive effect on rural areas where this type of large-scale agricultural project is most found. The importance of mentioning some of these cultural aspects about the performance of this type of contract is the direct relationship between the legal system and the standard practices or, in other words, "how business is run" depending on the legal system they are attached to. This means that sometimes other legal figures may rise in this situation that won't be found in other legal procedures because the legal system varies depending on the necessities that a population encounters. It's not the principal factor, but it is fair to say that there is a strict influence on the performance of the contract, sometimes even on the laws, acts, or statements that can be made in this legal field.

The most determining difference between these two legal systems is the relevance of the notary in contracts in the Roman Law System. A Notary must give a legal validation of the performance of the agreement between both parties to be protocolized so it can be valid to third parties. Here is where a significant difference is set between both parties, a Notary in roman law is commonly known as a professional, exclusively a lawyer that has reached a certain degree into the creed that is considered as a "high profile" professional that is inherited with the task of validating legal documents. Despite the standard law system where the figure of the notary is not as relevant or necessary, it is not exclusively for the lawyers and without mentioning the requirements that must be met by the professional to get this significant achievement.

Regulation oriented in the protection of the Producer in Agricultural Production Contracts.

Agricultural Production Contracts must be regulated by Federal Law and State Law depending on the state in which the contract has been performed[1]. This regulation is usually granted to defend or protect the producer once it starts its operations based on the performance that must be reached as specified by contract[2]. Two significant acts are majorly oriented to protect the producer the Packers and Stockyards Act and Perishable Agricultural Commodities Act.

The Packers and Stockyards Act regulate meatpacking, livestock dealers, poultry, and swine contractors, so they have protected against unfair or deceptive prices, undue preferences on the market, or any other manipulation that can lead to the creation of a monopoly. On the other side, the Perishable Agricultural Commodities Act regulates the need for all the perishable products set on interstate or foreign commerce. This act addresses several problems for perishable products to prevent unfair or even fraudulent activity on the market that can affect the producer once it introduces its products into the market. In the Roman Law system, the regulation of contracts differs from the Common Law System in several ways.

[1] Anne Tyson, Production Contracts-An Overview, The National Agricultural Law Center, 2017, https://tinyurl.com/2p8rsyzu.

[2] Tyson Annex, Production Contracts, The National Agricultural Law Center, 2017, https://tinyurl.com/4amsdvfp.

At the same time, Common Law uses different Acts and Statements to protect the producer. In the Roman Law system, several books are known as "Codes" regulate other matters of Law, including any Environmental or Agricultural issue presented. These codes contain several articles that provide specific cases or scenarios that can lead to liability for any parts of this Production Contract[3]. To regulate several aspects that can be included in this type of contract, there must be a separation of the scenarios that can be addressed depending on the legal field they are relying on. In Roman law, the acts of commerce regarding economic activity are regulated by the commerce code, which its court grants. This court would approach all the cases relevant to this field, including any other situation that derives from the act of commerce.

On the other hand, contracts within roman law are known to be a subdivision of the matters that are regulated by the civil code, despite having a different rea of expertise or being within another type of economic activity that can be encountered in a separate legal field, sooner or later the discrepancy between parties must be addressed into the civil court and subsequently taken into court. It's essential to mention all of these aspects of an agricultural production contract in common law to establish that a simple contract can be evaluated in several legal fields, despite the main subject or matter of the contract.

Advantages of Agricultural Production Contracts

Production Contracts rely on the agreement between the Producer and the Benefactor.

[3] Phillip L. Kunkel, Jeffrey A. Peterson, Agricultural Production Contracts, University of Minnesota, June 2015, https://tinyurl.com/4exhmsfj.

In most cases, both parties share an interest in generating more income, reducing the risks, and promoting practically the production of crops and livestock, mainly certainty of the market. However, there's always been a tendency for inequality between the producer known as farmers, ranchers, and any other part that develops agricultural activities. The Benefactor haves the upper hand most of the time by being provided with a cheap way of labor and the ability to reduce the risks of the production of the goods by transferring the responsibility to the Producer. All these advantages and disadvantages presented to both parties are affected by a series of factors that determine the value of the products made by the Producer to be later processed and further on-sold by the Benefactor.

As well to the risks assumed by each party, the advantages and disadvantages can also vary depending on whether you are a Productor or Benefactor. The main reason that most of the time, there is an agricultural production contract set between both parties is because of the convenience and safety that can be granted to both parties once it is started to be regulated by law.

Establishing a formal and legal relationship between the parties can prevent any breach of the bargain or deal. Most of the time, these contracts are not “perfect,” meaning that they don’t reach the interest of both parties. Still, it can set a precedent that the remuneration or profit expected by the performance of both parties will be assured in one way or another by the legal way. One of the most significant improvements of Law within society, regardless of the legal system they abide by, is the formality and legal security granted nowadays. It is known that the law variates depending on the necessities that arise within society.

As long as new situations and legal relationships between parties arise, there will also be a need to regulate them, with this being the most significant advantage agricultural activities enjoy today; it has gotten to a certain point where there's not only a strict relationship between agriculture and the specific topic or matter that is designated to regulate

It has transcended into a point where other legal fields have a decisive intervention in this economic sector. Some examples of this evolution within agriculture will be the relationship between parties and how a contract can formalize the obligations between them, the regulation regarding the employment of workers within this kind of projects project as well as the time an independent contractor will intervene, and how they can relate between each other as well future actions that can derive criminal responsibility whether if there is an environmental crime or breach in the obligation. In matters of litigation, when it's regarding any breach that derives from an agricultural production contract or any other legal figure related to agriculture, it makes life easier for the lawyers involved in this matter. Regarding the legal system that you find yourself is known to be a fundamental principle of law to document as much as possible an obligation, so in the future, it's more straightforward to prove that the debt exists firsthand and the implications that both parties contracted at that moment.

Advantages and Disadvantages for the Producer

There are many disadvantages for the producer in this type of contract, not because the contract model of the legal figure is not suitable for them but because of the responsibility that the producer abides by in this type of contract.

Most products are purchased without considering the quality or quantity delivered to the benefactor. These arrangements allow the producer to acquire the logistics and technical assistance to carry out all operations by being implemented by the benefactor to comply With the part of the contract that must be performed. Also, it gives small producers the accessibility to obtain credits that help finance small producers the system necessary to produce the crops.

These credits granted to the producer must be managed efficiently since they can represent a problem due to certain practices used by some producers, such as selling crops to third parties other than the benefactor established in the contract or using the credit in other activities that do not involve the production or growing of the crops.

Another advantage that this type of contract represents for producers is the security in the market that guarantees them by establishing fixed prices within the contract—discarding the need to depend on the prices set by the market and not having to interact directly with buyers. Thus, dumping needs to rely on the merits found within the market. Several disadvantages are presented to the producer when he is involved in this type of contract and his direct relationship with the benefactor. Producers who are just starting with agricultural activities tend to have problems when they want to incorporate a new crop within the areas. Generating a production more minor than the producer is committed to delivering. In many cases, the producer can be affected in the sale of crops if there is a monopoly that controls it—allowing the benefactor to abide by the practices and prices that have the same trust has already established significant differences between Ranchers and Farmers and how they bound in their way in this type of Contracts.

The main difference between Farmers and Ranchers is the agricultural activity they are engaged in. Farmers are dedicated to growing crops, seeds, and other products strictly related to activities on the ground. At the same time, ranchers specialize in raising cattle to sell them later. People who specialize in the production of dairy products are also included in this group.

And with the difference between their activities also comes the advantages, disadvantages, and needs that both come to have when engaging in production contracts. Farmers tend to need supplies strictly related to crops and seeds. And in most cases, the benefactor provides the necessary machinery to work the land and the crop established within the contract that will give the benefactor chemicals and nutrients that must be incorporated into the soil to start the production process.

Farmers tend to enter a more uncertain market with many more risks, unlike the rancher who generates his profits with cattle based on the weight and quality of the livestock that he is raising, the unpredictability of the goods that will be the main object of the contract done rely on the quality of the livestock. Still, it is known that raising crops can add several different factors that make them more vulnerable to weather changes, plagues, and even drastic changes in the temperature of the place where the economic activities are taking place. In the case of ranchers, they do not run the same chance as farmers of suffering consequences for monopolies that may have been created by benefactors who manipulate prices at their convenience.

Advantages and Disadvantages for the Benefactor

When contracting an obligation for a production contract, the producer guarantees a reliable supply source and a viable labor source if approached from an economic point of view.

These contracts allow the benefactor to share the risks of force majeure events with the producer as it is in the event of poor weather conditions, plagues, or any other reason that derives from a third party or event unrelated to any of the party's performance. In these cases, the producer assumes the production risks.

In contrast, the company that acts as a benefactor takes all of the risks associated with the logistics necessary to carry out the production activities. Sometimes the damages or detriment caused to the processing facility are inequivalent to the injuries the Productor must carry on when this situation happens, making it a clear example of the inequality of conditions that can arise in this type of contrast, even if it can seem a little bit unfair to have different burdens to carry on they are all assumed risks that must be taken to enjoy the benefits that are offered in this contractual relationship.

This type of contract may give the opportunity as well to acquire raw materials for the benefactor without taking the risk of purchasing them in the open market and minimizing the risk for the benefactor companies since it does not guarantee them the quality of the products they need from the products to justify the investments made in the facilities of their operations.

What is intended to be said here is that this contract allows for the benefactor, in the majority of big packaging companies, to have a “guaranteed” profit out of the contractual relationship they are establishing, even if it’s not the best outcome for both parties by receiving the goods that are promised within the contract for later on using them on their economic activities, then the producer obliges to repair the profits that their entire performance could have achieved. The producer won’t be liable for the lack of diligence of performance that the benefactor must reach to obtain a profit out of the goods delivered to them; once the benefactor has performed its part of the contract, no responsibility can be imputed them. On the other hand, there are many risks to which the benefactor is exposed that go from the lack of availability to obtaining large terrains that are big enough for their operations.

When these situations happen, some discontent may arise among farmers due to the inequality of conditions that they find themselves in some scenarios. Farmers must demonstrate commitment and punctuality when growing crops and managing operations but accomplish that; the most optimal conditions must be granted to them by the benefactor, including not only the rudimentary that is required to achieve the economic activities that are about to be performed, but the land that will be lent must go accordingly the volume of crops that are promised to be produced.

The investments made in these projects depend on the quality of the product and its delivery time to be processed. The biggest reason that “failure” can be met by any of the parties in this kind of project is the bad relationship that can be developed between the producer and the benefactor deriving from all sorts of situations that can arise through the process.

Many scenarios originate this problem, such as lack of logistics that the producer must provide for operations, late payments, abrupt changes in the price of the products, and bad advice in the agricultural practices of the project. Everything described may go almost the same between roman and common law; since the regulation regarding "obligations" between parties may vary somehow, it can be considered very similar if the same points of view approach it.

This similarity between legal systems in this case scenario relies on the necessity of the relationship to be regulated by civil and contractual regulations. Some advantages and disadvantages can vary for both the legal systems due to how agronomical activities can be run between countries with different legal systems.

Bailment in both Legal Systems

It is essential to understand the bailment and why both the benefactor and the farmers often decide to incorporate this legal figure within the agricultural production contracts. Bailment is the legal relationship with another person who is granted possession of the land without ownership. This incorporation into agricultural production contracts is oriented mainly to protecting the seeds that the benefactor provides for the farming activities developed[4]. This applies so that the producer does not have any right to possess the sources used within the contract. This gives the benefactor extra protection over the intellectual property of these goods.

[4] Ray Massey, Myke Skyruta, Vern Pierce, Contracts in Agriculture, University of Missouri, July 2020, https://tinyurl.com/4ttbf5a3.

It also protects them from the unauthorized sale of the seeds to any third party or any liability to which the farmer is subject if he goes bankrupt.

When does an Agricultural Production Contract include a Bailment?

These contracts were not incorporated into agriculture until recently, so finding solutions to the different problems that may arise is becoming increasingly difficult. The incorporation of bailment in agriculture has been chiefly to protect one of the most critical assets found in agriculture or the main reason this whole economic activity is given some sense and relevance, seeds. Previously, the producers have established relationships with different benefactors to increase their seed stock and subsequently sell the seeds within the market[5]. This practice has been annulled in recent years. In recent years, it has been rejected by not ceding ownership of the sources that benefactors give to farmers, granting them only possession and thus protecting their assets and maintaining a more rigid order within the market.

In Roman Law System, the bailment tends to occur when the benefactor provides specific inputs that the producer may need to carry out the agricultural activities arranged within the contract—giving to the understanding that it will not always be a contract that is the seed stock can also include fertilizers, tools, chemicals, or other nutrients that the producer needs. When this type of supply is agreed upon, how the producer will pay for these inputs to the benefactor is also established.

[5] Phillip L. Kunkel, Jeffrey A. Peterson, Agricultural Production Contracts, University of Minnesota, June 2009, https://tinyurl.com/2p9abknt.

Depending on the crop type that has been grown, it can be paid periodically according to whether the harvest is taking place or in some instances, such as corn that does not provide periodic harvests but produces fruits in specific seasons only where the total value is given of the supply is paid. Among the most common examples that can be found of bailment in the United States is an elevator for storage of grain, cotton gins for cottoned gin, tobacco warehouses, and can even be used for some activities that are outside agriculture, such as underground wells that store oil and natural gas. This type of contract can be used for final products that are already processed and raw material that has not yet been exposed to the agricultural process to turn into a more complex good.

Relative Clauses

Although the system of Roman and Common differ in many legal figures and their structuring, this contract has the same purpose independently of the system, that is, to establish the relationship between the producer and the benefactor.

The main reason that several clauses and conditions are incorporated into this contracts contract is to protect both of the party’s interests and to prevent any future situation that can cause any damage to the other parties' rights; these situations that arise from time to time and are not always caused by one of the parties negligence of intending to take advantage of a situation they occur as well due to any other major force than cannot be designated to any of the other parties faults.

One of the first similarities in this contract is the object or obligation that the producer must provide a specific good to the benefactor.

In Roman law, a sale is established to a future interest that must be provided by the producer; this means that he obliges himself to deliver the fruit of the crops or seeds that are proportioned in a future time. Unlike Common Law, a direct relationship is established where the producer is obliged to provide a service to obtain a future good. Leaving that detail aside, the structure of this contract in the two systems is practically the same.

First, the parties are called; it must be established in a specific and straightforward way which will be the parties within this contract and their role. With this, certain obligations are observed that both undertake to execute as agreed within the warranty and may even include clauses where any of the parties refrain from performing any other activity that may harm any interest. The payment to be made to the producer must also be established. Establish a price for the goods that will be the subject of the contract and the form of payment that will be executed. The most common practice within the countries that use Roman Law is to establish a future tech with the condition of receiving the amount agreed within the contract. It can be for an extended period where a total payment is made or periodically receiving a continuous crop income for a specific time.

While in Common Law, some benefits and penalties are described that are included to both parties either for not issuing the payment of the crops on time or for not complying with the delivery of the goods in the established time or until rewarding the other party for the quality of the product entered, In Roman Law, there is a different approach emphasizing what will be the sanctions imposed on any of the parties for the total or partial breach of the contract.

And speaking in contractual terms rather than focused on the matter performed in both systems, the duration of the agreement must be established that will be the duration of the contractual relationship of both parties.

Lease

When we talk about leasing within these types of contracts, the complexity of both the agreement itself and the relationship between the producer and the benefactor is automatically infrequent[6]. Every day it becomes a more common practice within the United States that many farmers and ranchers lease their land to transnational companies to develop their economic activities[7].

This is where we start one of the first differences between the Roman system and the standard law system; in common law, the lease can be defined under a contract where the parties express their intentions or after an oral agreement. Arrangements using verbal contracts are prevalent in the Anglo-Saxon system of law.

In the Anglo-Saxon system, for agricultural contracts that are agreed orally to take effect, they must comply with several aspects. The use of oral or written contract agreements may change depending on the case, although there is an undeniable preference for written agreements.

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[6] Anne Tyson, Agricultural Leases-An Overview, The National Agricultural Law Center, 2017, https://tinyurl.com/bdepvzun.

[7] Phillip L. Kunkel, Jeffrey A. Peterson, Agricultural Production Contracts, University of Minnesota, June 2009, https://tinyurl.com/2p9abknt.

Proving the existence of a verbal agreement and the implications that could have been given in the deal is more difficult when there is no physical proof of the understanding of wills. Therefore, there is a preference for documenting this type of agreement.

A broader view of Leasing in Both Legal Systems

In the Roman system, it is not until the party's consent and is legally registered by the corresponding government agency that no effects begin to arise from a third party. But when we start to analyze the contract's content, we realize that the legal figure in both systems of lease rights is formed in the same way and must have several elements to occur effectively. Even though there could be any cultural or methodic differences between countries with different legal systems, there is still a considerable resemblance in the parts of the contract. The legal way to approach different case scenarios could be compared on the same basis. This is because agricultural activities worldwide, despite the legal system, are regulated almost the same in most matters. Significant differences in farm activities in different countries rely on the day-to-day practices used in every state; the best way to mark these differences is in a sociological spectrum, same economic activity, and other societies.

On the other hand, there's a difference in dealing with some legal figures despite having the same implications on both legal systems; it is straightforward to differentiate between Roman and Anglo-Saxon law. Roman law divides its courts into several legal fields; every different matter is an entirely different court in most cases.

An agricultural production contract in the Roman law system is known for a commercial relationship between both parties; despite being a farming activity, the importance of this activity relies on the commercial relationship between parties, not on the action performed in the contract.

Different scenarios in this type of Contracts

The Roman law system's leading figure within this type of contract is treated as a matter in civil court; the land leased for agricultural purposes does not influence the court in the issue that will be approached. The same principle applies to this case scenario even though it is a different legal field and court. Some clauses can be related as “almost the same” or, in some cases, oddly similar when it relies on the relationship between parties in this type of contract. Most of these clauses that share many similarities are regarding the relationship between both parties; In other words, they are oriented to regulate both the behavior and performance within the contract. Including their responsibilities, liabilities, and other options that can be handled within. Both parties must agree on the extension that will enter the lease, meaning that a specific amount of time must be set within the contract; the length of the contract isn’t a wrong decision.

This will allow both parties to avoid any future problems related to the possession shortly; there could be a lot of many reasons deriving from the contractor’s interest in lending the land for a specific amount of time; most of the time, it will depend on the timeline that the benefactor will expect on the ground to perform the economic activities that could be agreed on or as well the performance of the contractor on the part of the contract he agreed to perform.

The entire land within the lease for the economic activity being developed can also be designated in the agreement, or it can just be for a specific amount of land to be used.

This means that the productor will limit itself only to work on the designated areas; most of the time, the pieces of land that are not contemplated within the contract may not be suitable for agricultural activities or do not meet the landlord's interest, setting up in that way the boundaries that the producer must respect. Most of the time, something worth mentioning is that the principal reason that problems can emerge from this legal relationship is how and when the lease can be terminated.

The most common non-conflictual way the lease is terminated is by time and reaching the due date that will indicate the contract's expiration; no exception or difference can be mentioned within both legal systems, as it is known as one of the traditional ways of termination of contracts. Also, when both parties do not intend to renew the contract or fail to meet a further agreement, the contract's ending will be taken as the day is due. One of the most critical differences within both legal systems relies on the variations that meet the termination of the contract, as it is known in common law, depends on the differences that can be held between states; despite having a joint base federal regulation, some approaches be made differently depending on the condition that the contract is performed. No applies to the Roman system, where there is one set of national regulations applied equally to all the districts of the territory. The best example is when a prior notification from any other of the parts must be given to terminate the lease within its length without having to meet the full completion of the contract.

This ordinance can vary and drastically change depending on the state. Even though it's not a usual scenario because most of the time, a termination clause is incorporated in the contract, indicating how the termination of the agreement must be addressed depending on the circumstances given at that time.

The Independent Contractor in Agricultural Production Contracts

A new set of standards is met in this type of contract when an independent contractor is added to the equation. An independent contractor can encounter several reasons why sometimes it can even be needed to perform some agricultural activities when the activities are related to crops; it can also be relevant when livestock is involved but has a significant influence on activities related directly to the soil[8]. This figure is most used on specific jobs that must be performed within the site that directly impact the crops. They are jobs that must be performed once and only require periodical maintenance.

This will also grant some advantages to the producer by not having to employ workers for specific tasks, giving them the ability to avoid some responsibilities that are met when there is a labor relationship between both parties, unlike an independent contractor, where no subordination is between parties, the only specifications that must be performed between parties narrow to the payment that must be done from the benefactor for the work done by the independent contractor[9].

[8] Alicia Altenau, Agricultural Employees: Important Issues to Consider, Green Light Law Group, July 21, 2020, https://tinyurl.com/4wpzpwke.
[9] Phillip L. Kunkel, Jeffrey A. Peterson, Agricultural Production Contracts, University of Minnesota, June 2009, https://tinyurl.com/2p9abknt.

Irrigation systems, laboratory examinations from the ground, and other activities are examples of some independent contractors that can be needed at a farm but are not limited to.

The main characteristic between all these activities is when the intervention of an expert in technical areas is required, it can also be taken for a low graded jobs low graded job involving plantation or any other kind of masonry but is not as typical as when a specialist must intervene within the operations. No visual or evident difference can be drawn out in this figure between roman and common law, most; most of the time, there are slight differences in both legal systems on how an employment agreement can be met. In other words, which ones are the required elements to constitute subordination between an employer and the employee. Sometimes there is no need to prove all these elements; the relationship between parties is first established, both of the parties bind a contract, and in most cases, it is shown how things will run depending on the agreement that can be set.

The fact that an employment relationship haves more elements than an independent contractor with the other party doesn't mean it is not solid or severe enough to meet certain liabilities. This difference is often set to establish if there will be direct employment or if it will be treated as an individual contractor. Sometimes an independent contractor can show a more complicated outcome for the benefactor because certain elements can be looked at from several approaches. First, and probably the most crucial aspect that must be set up between parties is the form of payment; every independent contractor can meet its standards, obviously depending on the activity they are going to perform.

An independent contractor is not paid a salary as a regular employee in this type of project or any kind of activity regarding agriculture; most of the time, an independent contractor will meet their prices depending on the number of expenses he will require to have the miscellaneous necessary to perform the job that is hired to do, as well the price he has set up for his time or sometimes the fee will cover all of the work in general. He will be committed to performing the job in a specific amount of time regarding the hours necessary for his services. And one of the most important factors that we can find nowadays in labor law to identify the contractual relationship between these parties is the subordination. Subordination is the moral and legal commitment that an employee is set to his employer to perform the job and, most importantly, to follow orders or instructions given to them at a specific time. This means that the way an independent contractor performs his job will be completely different from how an independent contractor performs his career will be completely different from what an average employee will do once they start to work on a project or can even get involved in a production contract.

Meanwhile, an independent contractor known as an “expert” in their area or field will give them the arbitrary authority to know the best course of action once he starts to do the job he has committed to. This doesn’t mean that an employee cannot be considered “good” or “proficient” in what he is doing. Still, as known in common labor relationships, he abides by the instructions or indications that his superior will hand him with enough valorization that he understands as the best solution or outcome possible, an employee will always be welcomed to give some background and to give his best advice depending on the situation, but in the end, he is legally obliged to follow instructions as it goes.

Risks in this type of Contracts

Several risks can arise in this type of contract, depending on whether it's a situation that can be caused for the negligence of one of the parties or either major force that any of them control cant. These risks can arise either for the producer or the benefactor; no party is exempted from the hazards of entering into a legal relationship with another party. Still, there is a big difference in the obligations that both the parties are bound to once they are gent into a contract.

Most of the risks or "unfortunate" events that can happen when a project is in development or any of the parties have a specific performance within the contract are related to the lack of compliance with a term, quality, or quantity that it has been promised in the future. The lawyer must prevent these circumstances regarding the representing party, even in legal systems. For example, a crop that can be ruined or go missing due to any weather change or even from a plague that can arise in an unfortunate time, where there is no correct or perfect time for a disgrace to happen, will be known as either a major significant force event or even as a breach in the contract, depending o the main reason of why did an event like that could even happen at first.

This is a crucial point when we want to start comparing both legal systems and what their approach will be once they encounter this situation. Both legal systems will rely on the regulations and provisions to regulate contracts. There will be no significant differences between roman and common law since both legal systems will support themselves on the requirements of the civil code that are meant to regulate this kind of situation.

Even though both legal systems can have significant differences, this is one of the legal fields contemplated with the same approach. If we want to start looking for the major significant differences between both legal systems is crucial to start looking at the clauses that will determine whether the responsibility is going to rely on either one of the parts or if it's going to be treated as an unchained event that won't let any commitment to them.

Two different approaches can be mentioned once we dig into both legal systems. In common law, the clauses within this type of contract are more emphasized in the breaches caused by one of the parties. This means that there will be a significant focus on the actions or omissions that can be imputed to any parties. Despite this, in roman, where there is more of a "preventive" culture among the lawyers than it regards contracts.

The meaning of this relies intensely on the judicial process of each legal system. For example, in common law countries, it's more of a viable solution to bring into court someone trying to prove their breach of the contract instead of validating a clause that will allow them to be remunerated for the damage that has been done. On the other hand, in the Roman law system, cases in these countries proving a breach of a contract would be more difficult, turning it into a long process that could take several years for the court to decide where the fault relies. Countries are better known for having a detailed and exhaustive approach to the contract to prevent these situations in the Roman law system. Detail describes the clauses as much as possible. In the last couple of years, it has become common in Roman law countries to set an "Arbitration Clause" within the contract.

This is for any parties when the time arrives, and there could be a breach of the agreement, and none of the parties will sit to go to court. Both parties will go into an arbitration process with an exhaustive contract review. Some of the actions that are the primary process of the altercation between them will be interpreted by an arbitrator that will, later on, depending on the valorization of the proof presented in the hearings and how the lawyers will develop themselves on them will eventually issue a “resolution” or in better words an agreement of both of the parties where they express all of their intentions. This resolution, later, will be taken into court, where it will be validated by a judge that will give it the respective force faith law that will make the agreement valid against third parties.

This can be considered a more significant improvement for roman law systems because it gives both parties an alternative to resolve the problems that can arise without taking any action that leads them to court. Even though the court will still be involved in this process, it simplifies the resolution of the conflict in a much better way without having to sue the other part in a process that could even take several years and reducing the costs and expenses that the State has to spend to perform the hearings.

Conclusions

- Agriculture activities and especially agricultural production contracts in the major parts of the world would be known to run similarly, but with slight differences depending on the development of a society; the laws tend to make people abide based on three major factors that will meet the standards and necessities of its population: the first one is to have a broad perspective on the way business are run depending on the country the contract is being performed and the legal system that it has been adapted in that same country. Even though there are four major legal systems in the modern world, there can still be found slight differences in this country in the internal legal fields they can be found. This is due to the different societal changes that make them different. And as it is known, the law in every country is meant to regulate, control, and satisfy the necessities that can be found in each one. This leads us to the other significant aspect that can make agricultural activities variate regarding the country, even though they can be found in the same region. The social factors that lead to each country's culture define every different society; this is a group of elements. Significant relevance not only in the standard practices and techniques used on the enormous number of crops that can variate depending on the part of the world they find themselves but is also strictly related to the way the agricultural market is managed and what are the acceptable standards and practices used in these places.

- The significant difference that can be set for agricultural production contracts in different parts of the world is the legal system regulating the relationship between parties. Both Roman and Common Law have a lot of many similitudes regarding the legal fields and figures that can be found within their internal structure, but when we compare both legal systems in a broader view is at that moment that we can find out that there is a massive gap between the differences and the similarities between both legal systems. This does not only affect the relative clauses and conditions that are going to be found in every contract but also has a direct relationship with the legal figures that even find a possible solution now that any potential breach of the contract is located to the regulations that are meant to found in every project. This means that there is one critical factor in how these projects will be managed in every legal system: the form or how the distribution will be of the project itself; as has been described previously, there are some situations that arise in common law that, for the moment can't be found in Roman law system and vice versa. This doesn't have anything to do with the lack of development in the legal system of every country; this is simply because every legal system tries to satisfy the necessities of its population, and when we can determine that every society is different as well their necessities and therefore their legal system will adjust in the other way.