

Fencing in Missouri

Mary Sobba – March 2008

The old saying of “**good fences make good neighbors**” is very valid. Many quarrels have been prevented by properly built and maintained fences.

Fence law in Missouri is governed by state statute beginning in 1808, and has undergone about seven law changes to its present form. With seven changes in 200 years, it is easy to see it takes time to make changes. The most recent change to Chapter 272 was in 2001.

The majority of Missouri counties are general fence law counties, but a few counties have opted by election into optional county fencing statute. All the counties in the central region (Audrain, Benton, Boone, Callaway, Carroll, Chariton, Cole, Cooper, Howard, Moniteau, Morgan, Osage, Pettis and Saline) are general fence law counties. All the following information is based upon general fence law.

By definition, a lawful fence is any fence consisting of posts and wire or boards at least 4 feet high (and mutually agreed upon by adjoining landowners or decided upon by the associate circuit court), with posts set firmly in the ground no more than 12 feet apart.



One issue in fencing is who pays for construction and repairs. The most recent law change modified and clarified the responsibilities. If both parties have livestock against a division fence then both parties are responsible for paying for half the cost of construction, as well as required to maintain the right-hand half.

If one party does not have livestock against the division fence, then that party is not required to construct or repair the fence. If a landowner builds the entire division fence (i.e. neighbor did not need the fence), he/she must report the total cost to the associate circuit judge, who will authorize the cost to be recorded on each neighbor's deed. If the neighbor later places livestock against the division fence, then the landowner who built the fence can get reimbursed for one-half the construction costs.

The right-hand rule was a custom in Missouri for many years, but finally in 2001 it became law. It basically says that neighbors who cannot agree on who is to build and maintain which portion of the fence shall apply the right-hand rule. Each neighbor stands on his/her land looking at the fence and is responsible for the right-hand half of the fence, assuming both parties have a need for a fence.

Landowners are free to agree on unique arrangements for contributions, construction or maintenance of division fences. **The agreements should be in writing, signed, notarized and recorded against the land title of all landowners sharing the division fence.** Verbal agreements will not work in this case, as they violate the statute of frauds, which requires that agreements dealing with land and those taking longer than one year be in writing to be enforceable in court. Also, only recorded written agreements will bind successor owners (buyers, gift recipients and heirs).

For more information on fence law and animal liability request G810 from your local county extension center or obtain a copy online: <http://extension.missouri.edu/explorepdf/agguides/agecon/g00810.pdf>

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