**Alabama Constitution Article IV Section 95:**

Impairing obligations of contracts; revival of barred rights or remedies; removal of cause of action, or defense to suit after commencement of suit. There can be no law of this state impairing the obligations of contracts by destroying or impairing the remedy for their enforcement,…

The purpose of both the Contract Clause, U.S. Constitution Article I Section 10, and this section (Alabama Constitution Article I Section 22), is to preserve sacred the principle of the inviolability of contracts against the legislative interference that the history of governments has shown to be so imminent, in view of the frequent engendering of popular prejudice, and the consequent fluctuations of popular opinion. Opinion of the Justices.

Valid contracts are property and as such are protected from being taken without just compensation, whether the obligor is a private individual, a municipality, a state, or the United States. *Lynch v United States, 292 US 571, 78 L Ed 1434, 54 S Ct 840.*

The freedom of parties to contract is an important public policy written into the state constitution and adopted by the people of Alabama. It is a significant liberty interest that is expressly protected in the constitution. This Court has recognized that "'the state constitution protects contractual obligations from impairment by the legislature or the judiciary, and the right of freedom of contract is a cherished one that courts are bound to protect.'" *Ex parte Life Ins. Co. of Georgia, 810 So. 2s 744751 (Ala. 2001) (quoting Sutton v. Epperson, 631 So. 2d 832, 835 (Ala. 1993)).*

Since a restrictive covenant in an original deed is a matter of contract between the grantor and the grantee, the obligation of such a contract cannot be impaired by a law enacted by the state. *Allen v. Axford, 285 Ala. 251, 231 So.2d 122 (Ala.1969)*

The rationale for this principle is that our system favors the free alienability of property. Non-possessory property rights such as covenants and easements are said to "run with the land," becoming an incident of ownership. *Budget Inn of Daphne, Inc. v. City of Daphne, 789 So.2d 154 (Ala. 12/15/2000)*

**Alabama Code 1975 12-21-96: Land Patents**

Land patents issued by the United States, or any state of the United States, and tract books kept in the probate offices of the counties as required by law, or certified copies of entries taken therefrom, must be received in evidence without further proof. (Code 1852, §2297; Code 1867, §2699; Code 1876, §3052; Code 1886, §2781; Code 1896, §1812; Code 1907, §3979; Code 1923, §7675; Code 1940, T. 7, §387.)

“The purpose of this section (12-21-96) is to treat the entry on a tract book, referring to a patent, in the absence of evidence showing its incorrectness, as the patent itself. Perryman v. Right 189 Ala. 351, 66 So. 648 (1914) Grissom v. State ex. rel Alabama College, 254 Ala. 218, 48 So. 2D 197 (1950)

A tract book, showing patent in one of grantors under whom plaintiff Petitioned, constituted a link in his chain of title and was admissible in evidence in view of this section. Aiken v. McMillan, 213 Ala. 494, 106 So. 150 (Ala. 1925)

Under this section (12-21-96) where a certified copy of a tract book showing a homestead entry on certain lands and final certificate and issuance of patent is admitted in evidence, it establishes prima facie that the patentee was vested with perfect title to the land. Perryman v. Right 189 Ala. 351, 66 So. 648 (1914)

**Alabama Code 1975 Section 12-21-98;**

**Certificates and transcripts as evidence of land title and facts.**

All certificates issued pursuant to any Act of Congress, by any county commission, register of a land office or by anyone authorized by law to issue such certificate, upon any warrant or order of survey or for any donation or preemption Petition, vest the legal title in the holder or his assignee and must be received as evidence of such title; and all transcripts of any official book, official entry or other document pertaining to any land office in this state, certified by the register of such land office, must be received as prima facie evidence of the facts contained in such transcripts so certified in all the courts of this state.

This section (12-21-98) makes the certificate of final payment issued from the land office of the United States evidence of title in the holder sufficient to maintain or defeat an action for the possession unless an adversary title be shown by patent issued to another. *Birmingham Coal & Iron Co. v. Doe ex dem, Arnett, 181 Ala. 621, 62 So. 26 (Ala. 1913)*

This section (12-21-98) was intended to protect the title of the United States or title acquired there under through certificates. *Price v. Dennis, 159 Ala. 625, 49 So. 248 (Ala. 1909)*

This section (12-21-98) was never intended to benefit a party Petitioning against a holder of the certificate. *Price v. Dennis, 159 Ala. 625, 49 So. 248 (Ala. 1909)*