

FACTORS ASSOCIATED WITH TYPE OF FARM LEASE ON CROP FARMS  
IN NORTHWESTERN OKLAHOMA

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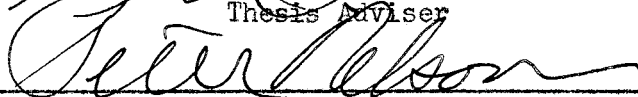
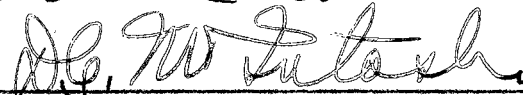
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## CHAPTER I

### INTRODUCTION AND PROCEDURE

The effects of tenancy are in general an elusive phenomenon. Casual observance of situations that exist where tenancy is practiced give a wide range of impressions. On one hand what is seen may be bad; i.e., poor living conditions, badly eroded land, run down buildings, poor educational facilities, poverty, disease and in general a very poor standard of living. On the other hand one might find just the opposite condition existing under a system of tenant farming. In many areas tenant farmers are characterized as the young, vigorous energetic individuals with as good a standard of living if not better than owner operator farmers with equal amounts of money invested. The problem then, is why these two extremes exist. Some individuals have attributed low standards of living characterizing tenant farmers in some areas to the practice of tenancy, but the same extremes in living conditions exist among ownership groups. Other causes than tenancy are needed to explain low standards of living.

Actually these extremes in living conditions may be more the result of capital rationing and competition for the land. This may be such that tenancy is the only means some people have of employing themselves in agriculture. Yet the skills or circumstances of many of these people may provide only a low, insecure standard of living as the best opportunity available to them.

The reasons for the various types of leases in use in a given area

constitute an equally elusive phenomenon. Why are there so many variations in the leases drawn up between the landlord and the operator; why a one-third share or a one-half share arrangement instead of some other; why share at all rather than cash rent? Are the resulting arrangements related to any particular personal characteristics of the parties involved, and if so, which ones; or are they related to economic considerations characterizing the physical features of the area or type of farming? In short, what causes a lease to be what it is?

Purposes and objectives. It was for the purpose of finding some of the answers to these and possibly other questions regarding leasing contracts that a study was made concerning rented farms in Oklahoma.<sup>1</sup> By intensively analyzing the factors that are associated with the type of farm lease in a homogenous area, information may be obtained for resolving the complexity of the specific problem of farm lease contracts and the more general problems of land tenure. In other words if the factors affecting the lease can be described and brought to the surface for analysis, it may be possible to improve landlord-tenant relations to benefit both the tenant and the landlord. Land tenure would still be on an incentive basis requiring no outside impetus which might prove costly to society in terms of lower efficiency. The improved system should strengthen the agricultural economy in a manner comparable to that resulting from a technological development. Because of the nature of the approximation to pure competition in agriculture, part of the increase in economic efficiency would be shared with the rest of the economy. In other words, competition, rather than subsidies contributed

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<sup>1</sup> Agricultural Economics Department Project No. 588, Oklahoma Agricultural and Mechanical College, Stillwater.

by the other segments of the economy, would be the determining factor in the economic status of the tenant. This is important if keeping a free economy is our goal.

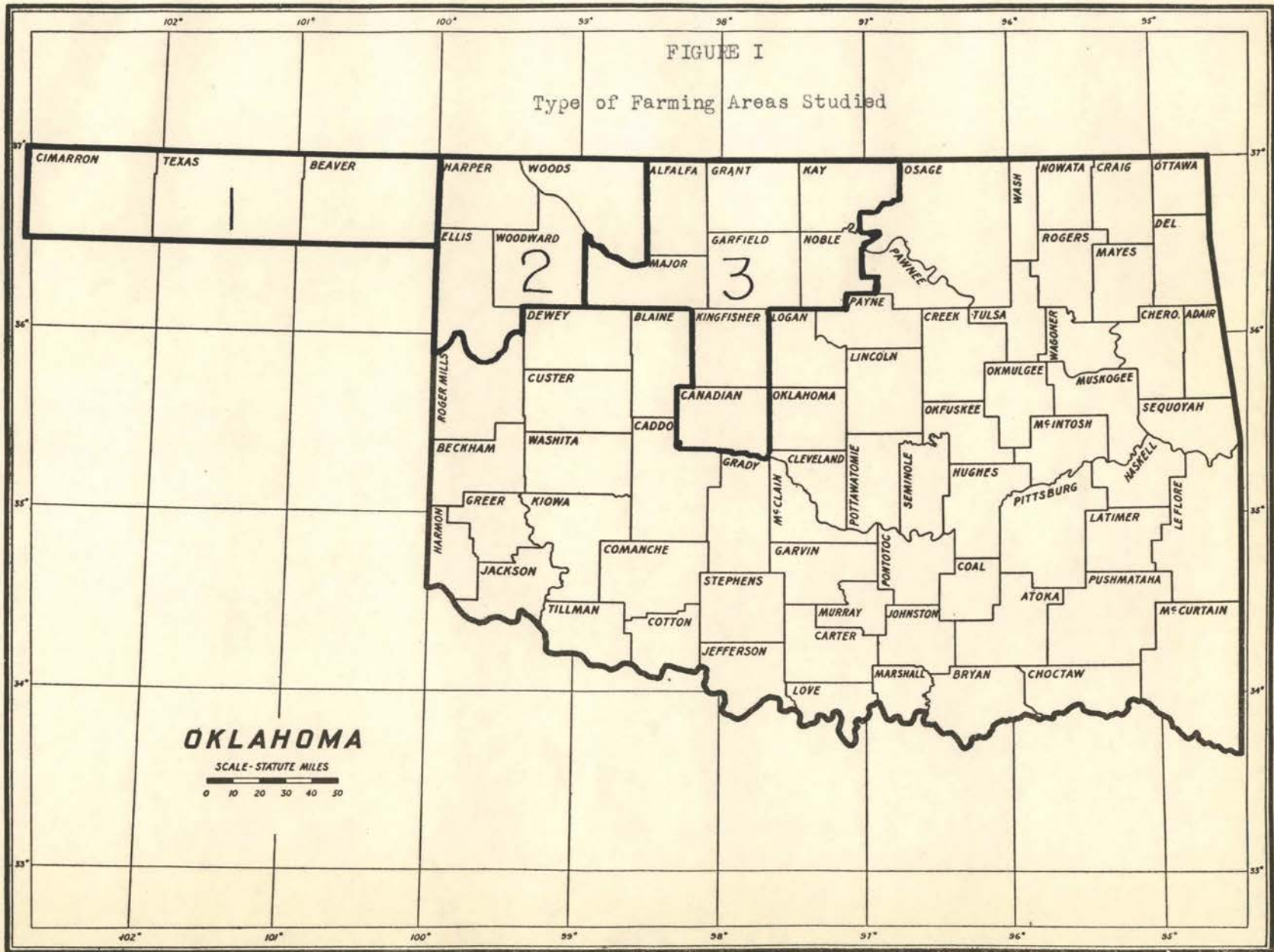
Location of the area studied. The area which comprises this study includes type of farming areas I, II, and III, and covers the fifteen northwestern counties of Oklahoma (figure I). It includes Kay and Noble counties in north central Oklahoma and all of the counties directly west, including the area commonly known as the Panhandle.

Description of the area studied. Area I, the "Panhandle" is fairly uniform as to type of farming. The farms in this area are usually highly specialized; on the tillable land cash grains predominate. Although wheat is the most important cash grain, other semi-arid grains such as the combine variety of milo are also grown. At the time the schedules were taken wheat was the main crop due to the favorable price relationships and weather for the past decade. The land too rough for cultivation was left in native grass, however, since this study was concerned with general agricultural leases, ranch schedules were not taken.

Area II is a little more broken in topography and as a result a more general type of farming is practiced. Smaller units are more common in area II than in area I but otherwise the two areas are similar. Wheat is the major cash grain crop but more of the other crops are grown with the exception of sorghum. The area utilized as native range is the rough sandy land not suitable for cultivation. The average annual precipitation for the fifteen counties studied ranges from 18 inches at the extreme western end of the Panhandle to 36 inches in Kay county in the east.<sup>2</sup> Because of the

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<sup>2</sup> U. S. D. A., Yearbook of Agriculture, 1941. Climate and Man, p. 1073.



increased precipitation yields are sometimes higher although this is not always true especially when above normal precipitation occurs in area I.

Area III is still more diversified in type of farming and the farms average smaller in size. Wheat is still the main cash grain crop but more of the other crops are planted and more livestock is kept, such as swine, sheep, and chickens.

Characteristics of the data. The data used in this study were secured by personal interview and recorded on a field schedule. Information was obtained concerning the operator, the landlord, and the lease agreement.<sup>3</sup> The schedules were taken from farmers who rented, and no selection was practiced. They included 22 percent part owners and 78 percent tenants as compared to 30 percent part owners and 70 percent tenants for the state as a whole. (Table 1). According to the 1945 census 45 percent of the farmers in areas I, II, and III, were part owners and 55 percent were tenants. The percentage distribution by tenure of the farmers interviewed more closely resembles that of the state as a whole than it does the three types of farming areas I, II, and III. This makes it more difficult to explain exactly the frequency with which the various types of lease contracts occur but it permits describing the existing types of tenure, and also permits the analysis of factors associated with type of lease, which is the primary purpose of this study.

Procedure and method of analysis. A preliminary examination of the schedules for tenants and part owners, using either oral or written agreements, showed that the terms were either cash, cash share, or share rent,

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<sup>3</sup> The schedule used in this study is presented in Kenneth Lewis Hobson's, "Leasing Patterns and Landlord-Tenant Relationships by Selected Tenure Status Groups in Southwestern Oklahoma," (unpublished Master's thesis, Oklahoma Agricultural and Mechanical College, Stillwater, 1951), p. 44.

and that the share paid by the tenant varied from one-fourth to one-half. The most common shares were one-third and one-half; these were segregated for analysis and the remainder classified as "other share."

This made 28 distinct classifications. To expedite analysis, the schedules were grouped into less than 28 classifications by combining some of them. Oral and written agreements were combined for certain analyses, whereas part owners and tenants were combined for others. All oral leases were combined for comparison with all the written leases.

The information was coded and punched on tabulating cards for manipulation. The difficult part in this step was the selection of the proper class interval to show the effect of the various factors on type of farm lease. The class intervals occurring in the census served as a pattern where applicable but for the remainder, merely the familiarity resulting from editing the schedules was used as a guide. Coding and punching were carefully checked to eliminate error.

The first analyses were attempted by counties but observations were too few for reliable conclusions. It was decided that the smallest area feasible to work with because of the limited number of schedules would be the type of farming area and that probably the most useful would be the total area summary. All of the data were then summarized by type of farming area and by the total area. The classifications were frequently combined manually where it was deemed necessary. This method of classification gave considerable flexibility in the use of the data by allowing it to be combined in different ways. Indications from this study and the procedure employed may be useful in future studies of a similar type.

TABLE 1

Type of Tenure by Type of Farming Areas I, II, III

Counties by Areas	Tenant operators in area*			Tenant operators interviewed		
	Total operators	Part- owners percent	All- tenants percent	Total operators	Part- owners percent	All- tenants percent
Area I	2395	64	36	41	36	64
Beaver	916	68	32	15	47	53
Cimarron	472	68	31	8	12	88
Texas	1007	58	41	18	38	62
Area II	2903	57	43	68	22	78
Ellis	806	59	41	16	18	82
Harper	462	62	38	15	0	100
Woods	978	53	47	15	7	93
Woodward	657	56	44	22	50	50
Area III	9502	36	64	259	20	80
Alfalfa	1029	41	59	31	38	62
Canadian	1611	56	44	47	20	80
Garfield	1633	38	62	38	28	72
Grant	1304	41	59	28	10	90
Kay	1436	27	73	24	4	96
Kingfisher	1210	43	57	22	14	86
Major	906	46	54	21	38	62
Noble	1073	32	68	48	10	90
Total area	14801	45	55	368	22	78
State	93423	30	70			

\* U. S. Census of Agriculture, Vol. I Part 25, 1945



## CHAPTER II

### REVIEW OF LITERATURE

#### I HISTORICAL REVIEW OF TENANCY IN THE UNITED STATES

The practice of farmers tilling the soil that belongs to someone else has been followed for many years in this country. The range has been from practically full ownership of all the farm land by the farm operator to the other extreme in some areas where virtually all of the land is held by tenants. LeFlore County in Mississippi has the highest proportion of tenancy for any county in the United States with 96.8 percent of the farms operated by tenants.<sup>1</sup>

Types of tenure found in the early colonial period. For a discussion of colonial tenure it will probably be best to divide the area into two groups. New England, with its poor, rocky soil and harsh climate, offered little more to the farmer than the means of self-subsistence. The type of tenure found in this area differed radically in many ways from the central and southern colonies where the land was bountiful and furnished crops like tobacco, rice, and the cereals, for which there was an active demand in other regions and in Europe.

The settling of new lands in the English colonies in the seventeenth century was frequently done by means of companies. In form therefore, it was economic rather than political, the defining and maintenance of the

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<sup>1</sup> U. S. Census of Agriculture, Vol. 1 Part 25, 1945.

rights of these companies was of great importance. In the Charter of the London Company, which became the charter of Virginia in 1606, the King of England said that the lands in question were "TO BE HOLDEN OF US, our Heirs and Successors, as our Manor of East-Greenwich, in the County of Kent, in free and common Socage only, and not in Capite."<sup>2</sup> In other words from the very beginning of our colonial history it was surmized that the most satisfactory situation would exist when the individual owned the land and then he would be free to sell privileges pertaining to the land. Socage at that time was very little different than the practice of renting as we know it today.

In all of the colonies, in the north and in the south, large tracts of land, amounting in some cases to many thousands or even to millions of acres, were granted to individuals or to groups. In New England, however, no real serious attempt was made to establish large landed estates. The aims of the colonists accorded with the conditions of their environment in leading to the establishment almost everywhere of a system of small freeholds.<sup>3</sup>

One radical exception to the small peasant type of holding typical to New England in colonial times was to be found in the southwestern part of Rhode Island. This part of Rhode Island was claimed by two rival land companies, and was for half a century a debatable territory between Rhode Island and Connecticut. In the long conflict, the men of small means were weeded out from among the claimants, and the land fell prize finally to the few who had the political power and the economic resources to bring the struggle

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<sup>2</sup> Henry W. Farnam, Chapters in the History of Social Legislation in the United States to 1860, p. 26.

<sup>3</sup> Ibid., p. 27.

to a successful issue. A large number of those weeded out took tenant holdings in the neighboring part of Connecticut thus creating an isolated instance in early colonial history where a fairly high proportion of the farmers operated under a system of tenancy quite similar to that found today.<sup>4</sup>

There was quite a wide range in the types of tenure tried in the early colonial times. According to Dexter, in "Pilgrim Church and the Plymouth Colony," communism was even tried in early Plymouth.<sup>5</sup> When the congregation of Separatists at Leyden decided to emigrate they obtained a patent from the Virginia Company, granted June 9/19, 1619. In the year of 1620, under the advice of Thomas Weston, a London merchant, articles of agreement were drawn up, under which there should be a common stock, the shares to be 10 pounds each, to be taken up either by a deposit of money or of goods for the undertaking. This plan originally involved a seven years partnership during which the labor of the colonists, except for two days in the week, was to be for the common benefit. At the end of the time, when the profits were divided, the houses and improved lands were to go to the planters. This agreement was changed, however, in order to please the "merchant adventurers," and the planters were to give all their time to the company, while at the end of the seven years, houses, lands, and goods were to be divided between the "merchant adventurers" and the planters. Thus the extreme communism, under which all individual reward for labor was to be given up, was due, not to any social ideal, but to the pressure from the capitalists who wanted a larger share for themselves.

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<sup>4</sup> Ibid., p. 36.

<sup>5</sup> F. B. Dexter, "The Pilgrim Church and Plymouth Colony," Chap. viii in Winsor's Narrative and Critical History Vol. III, pp. 265-266.

Aside from these isolated cases of the practice of a farmer using the soil that belonged to someone else there was a sprinkling of tenancy found through the colonies almost from the very beginning. Besides the dangers and privations on the frontier and the fact of relatively high land values near the cities, there were in these northern states men of the type of the English country gentlemen, who wished to own lands and live from the rents.<sup>6</sup> This helps to explain the fact that there were tenant farmers in America in the eighteenth century. While the tenant farmers were the exception, they were present, especially in the older settled districts and near the cities, in appreciable numbers.<sup>7</sup> Particularly as the towns became more thickly populated land began to acquire scarcity and location value. Speculation in landed property became active because there was at last a surplus of capital seeking investment, and the prospect of investing in a growing community was attractive. This offered an opportunity for people with capital, to invest in land and let someone else operate it.

Indications are that the tenant farmers were as a rule young men using tenancy as a stepping stone to the position of independent landowning farmers, as is the case many times today, but Taylor says that the typical landlord of New England and Pennsylvania of the eighteenth century was not the retired farmer of today, but a "country gentleman" of the English type.<sup>8</sup>

The peculiar features of the New England land system, the town group with its peasant holdings and its common lands were present in all of the

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<sup>6</sup> Henry C. Taylor, Agricultural Economics, p. 241

<sup>7</sup> Ibid., p. 241.

<sup>8</sup> Ibid., p. 242.

colonies but became less frequent and less characteristic as one went south.<sup>9</sup> Farnam goes on to explain that along with these small holdings, often predominating over them in area and importance, were estates of which the majority were, perhaps, not over 1000 acres, but which ranged from that comparatively moderate size to great territories whose area was described in blocks of miles. In early Virginia and in some other colonies, the "head right" was the form under which land was most commonly acquired.<sup>10</sup> Anyone who transported an emigrant to the colony acquired thereby a claim to as much as 200 acres, and after a time head rights were sold by clerks of the administration without even the pretense that they were based on the transportation of immigrants.<sup>11</sup> Large tracts of land then, could be acquired quite easily and this situation gave rise to the plantation system and this of course has had very marked effects on the social characteristics of the area and has even carried on down to the present day in the type of tenancy found in the area.

This sketch of land tenure in the colonies reveals that different types of land tenure were established in different parts of the colonies. Some of these were democratic, others were feudal systems, as seen in the Dutch Patroonships, the Maryland manors, and the baronies of Carolina were ill adapted to the conditions of frontier life. They nevertheless left their impression upon the size of estates, as well as upon the social life of some of the colonies. The systems which survived did so because they proved to be well adapted to those parts of the country in which they were established,

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<sup>9</sup> Farnam, op. cit., p. 40.

<sup>10</sup> P. A. Bruce, The Economic History of Virginia in the Seventeenth Century, Vol. I, p. 512.

<sup>11</sup> Ibid., p. 522.

and thus the large plantation became typical of the south, the small farms of the north.

Tenancy since 1800. The colonial period by this time was beginning to be referred to as an era in our history and the people of a new nation were beginning to get the feel of the responsibilities of a strong and important republic. There was still a lot to be done before the United States was to reach from ocean to ocean and the big gap in between filled with people. Even then, however, problems arising from the practice of tenancy were beginning to develop. In 1829 "yearly tenancies" on estates of non-resident landlords was mentioned as a cause of the absence of good agriculture in Bedford County, Pennsylvania.<sup>12</sup> A farm of 360 acres in New Castle County, Delaware, was reported as having been let to tenants continuously from 1669 to 1832.<sup>13</sup> No indication was given as to how satisfactory this arrangement had been.

In 1829, Moses Greenleaf, in his survey of the State of Maine, wrote of the various forms of share tenancy as follows:

In Maine, as in other parts of New England, the easy rates at which lands hitherto have been obtained in fee simple, and the scarcity of laborers, compared with the quantity of land to be occupied, have rendered it in general difficult to obtain rents for land. In some such instances it has been a custom for the landlord to furnish the implements, cattle, half of the seed, and pay half the taxes, and to receive half the products; in others, the tenant furnishes the whole of these except the taxes; and in some the landlord and tenant furnish different proportions according to circumstances. In most cases it is considered that one half of the crops, deducting one half the value of the seed

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<sup>12</sup> American Farmer, Vol. XI, 1829, p. 130.

<sup>13</sup> Ibid., Vol. I, 1846, p. 232.

<sup>14</sup> Taylor, op. cit., p. 243. Taken from "A survey of the state of Maine," p. 206

and taxes, pays the expense of cultivation.<sup>14</sup>

The situation in many respects at that time was similar to the situation described by an anonymous writer who in 1776 said,

. . . those who have money enough to stock a farm, have enough to settle a tract of waste land, which is much more flattering than being the tenant of another; one would suppose that such a circumstance would prevent their being a tenant in the country; but this is not the case, low rents and accidents sometimes induce them to live rather than to settle.<sup>15</sup>

In general it could be said that this situation existed during the period when "free" land existed. However, as less and less land was left to be settled it became increasingly difficult to buy land.

Taylor reports that a share of the product was the most common form of rent throughout the Union in 1880, with the exception of a few counties in the Cotton Belt where the rent took the form of a specified amount of cotton and was counted as cash rent in the census reports.<sup>16</sup>

By comparing the figures one will be impressed with the enormous increase in the number of tenants between 1880 and 1900. During this twenty-year period the total number of farms operated increased 43 percent, while the number of farms operated by cash and share tenants increased 98 percent.<sup>17</sup> Taylor contributes this great upshoot in tenancy as a result in the breaking up of large farms into small holdings let to tenants.<sup>18</sup> Actually as a further explanation, what really happened was that cotton production became

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<sup>15</sup> Ibid., p. 241. Taken from an anonymous work describing American agriculture, "American Husbandry," Vol. I, p. 190.

<sup>16</sup> Ibid., p. 252.

<sup>17</sup> U. S. Census of Agriculture, Vol. II, Chapter III, 1945.

<sup>18</sup> Taylor, op. cit., p. 258.

organized on a tenancy basis instead of a wage system. This particular circumstance has led to a great deal of comment and concern by a good many research workers and social leaders. To many people it appeared that some sort of political and social injustice existed when very good crop land was being inhabited sometimes by very poor tenant farmers.

The settlement of the western lands and Oklahoma. The settlement of the western lands was speeded up with the passage of the Homestead Act of 1862. Kirkland contributes the startling efficiency with which the Homestead Act operated to the construction of railroads into the government land of the transmississippi west.<sup>19</sup> The Homestead Act opened the western lands for settlement in a very liberal manner. It granted to "any person who is the head of a family, or who has arrived at the age of twenty-one years, and is a citizen of the United States, or who has filed his intention to become such"<sup>20</sup> a quarter-section of the government domain. The final possession of the land was not given, however, until the grantee had "resided upon or cultivated the same for a period of five years."<sup>21</sup>

It was intended by the authors of the Homestead Act that people would be attracted to the west for the purpose of settlement and cultivation. The last section of the act forced a breach in this policy. It allowed the grantee to purchase his quarter-section at the minimum price, generally \$1.25 an acre, after an interval of six months.<sup>22</sup> At first this privilege

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<sup>19</sup> Edward C. Kirkland, A History of American Economic Life, p. 499.

<sup>20</sup> Homestead Act of 1862.

<sup>21</sup> Loc. Cit.

<sup>22</sup> Loc. Cit.



was not generally utilized, but later it became the common method of securing lands.<sup>23</sup>

Kirkland gives an account of a Land Office agent who in 1903 said: "Commutation is the clause of the Homestead law under which citizens who are not farmers or ranchers, and who have no intention of ever becoming such, enter agricultural lands."<sup>24</sup> It was indicated that commuters were usually merchants, school teachers, clerks, skilled workers etc. and that usually the land was sold immediately after receiving possession.

These circumstances gave rise to a situation that was conducive to the practice of non-farm people investing money in land and accounts for the fact that very early after the land was settled there was a high portion of the land operated by tenants. It was startling to some when the census of 1880 revealed that one-quarter of the farmers of the country were tenants, not owning the land that they cultivated.

The settlement of Oklahoma differed from the rest of the west in that most of the Indian lands were settled by means of runs. The consequences, however, were very much the same. Many of the people that made the run did so merely as a speculative venture.<sup>25</sup> The results of which were made obvious by the census of Agriculture when in 1900 it was reported that 44 percent of the farms in Oklahoma were operated by tenant farmers. This seems strange when only two years previous it was published in the Oklahoma Settlers Guide that there were only 700 homesteaders living in the Oklahoma

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<sup>23</sup> Kirkland, op. cit., p. 501.

<sup>24</sup> Kirkland, op. cit., p. 501.

<sup>25</sup> Joe B. Milan, The Opening of the Cherokee Strip, p. 99

Panhandle, an area of over 3,672,000 acres,<sup>26</sup> and that title to 160 acres of this land was available to any one over twenty-one or the head of a family by complying with the Homestead Act and paying a fee of from \$13.20 to \$18.00 depending upon the quality of the land.

## II NATURE OF RECENT STUDIES

Activity in land tenure research. Although some system of tenancy has been practiced in all parts of the United States from almost the very beginning the system did not arouse much research activity until the last two or three decades. By examining the number of articles and journal papers written and comparing those on this subject it would appear that the peak of activity was reached in the latter part of the 1930's. Feeling was such that a special committee was appointed by the President to make a study of the tenancy situation and to define the problems relating to it and to make specific recommendations on how the problems could be met. The result was the report "Farm Tenancy"<sup>27</sup> which was very thorough in its treatment of the situation but when viewed closely some of the recommendations appear to lean heavily toward excessive state control. For instance one of the committees recommendations called for "a program of land purchase by the Federal Government and disposition of the land under long-term contracts of sale to operating farmers."<sup>28</sup> This recommendation certainly does not fit the situation described by Colonel Lawrence Westbrook when he says, "Men fail in the South not because they do not own the land but because they are not

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<sup>26</sup> J. L. Calvert, Oklahoma Settler's Guide, p. 12.

<sup>27</sup> H. D. 149, 75th Congress, 1st session (1937).

<sup>28</sup> Ibid., p. 12.

competent farmers."<sup>29</sup> They are incompetent because they are not physically well, nor do they know how to farm or how to dispose of farm products.<sup>30</sup> Another factor that could be added is that these farmers fail in providing a satisfactory standard of living for their families because they attempt to operate extremely small businesses. Westbrook also concluded, "to try to solve the problem without providing the necessary physical health, knowledge, and organization would not only accomplish nothing but might make a solution impossible."<sup>31</sup> Brandt, a European economist, in an article on farm tenancy indicates that a simple transfer of property titles for persons not ready for them will not bring about the reform that is needed.<sup>32</sup>

There also seemed to be considerable differences of opinion in the literature as to what was the desired goal as far as tenancy was concerned. For instance, Wehrwein stated "The goal of the agriculture ladder is the owner-operator; therefore, it is important that the ladder to ownership be made as efficient as possible."<sup>33</sup> On the other hand Karl Brandt concluded that "Sharecroppers are more satisfied with the share-the-crop wage than with other types of employment because they enjoy the freedom of self-responsible craftsmen and are not bound to gang labor."<sup>34</sup> Under this system if the croppers are efficient they receive the benefit of it, because they

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<sup>29</sup> Colonel Lawrence Westbrook, "Farm Tenancy," Nation, (January 9, 1937), 39-41.

<sup>30</sup> Loc. cit.

<sup>31</sup> Loc. cit.

<sup>32</sup> Karl Brandt, "Farm Tenancy in the United States," Social Research, 4 (2) (May, 1937), 156.

<sup>33</sup> G. S. Wehrwein, "Objectives and scope of Research in Farm Tenancy," Journal Land and Public Utility Economics, IV (October, 1925), 501.

<sup>34</sup> Brandt, op. cit., p. 154.

gain leisure when they save time and they gain increased returns when they raise a better crop.

The philosophy of these two men represent two extremes as to the desired criteria for land tenure. Brandt's analysis of tenancy was the broader approach of resource allocation within the entire economy but does not disregard the point of view of the individual. Wehrwein's analysis was limited to the function of the tenure system but assumes for the individual the criteria of land ownership as a goal for the farm operator rather than the maximization of satisfaction for the individual and for society. Wehrwein views tenancy as a means to land ownership, Brandt views it as an opportunity for employment.

Types of studies. A review by M. M. Kelso of the published material on land tenure showed 58 research studies in this field up through 1933. Almost all of these dealt with the agricultural tenancy aspects; none dealt with legal aspects. Twenty-six of these studies were primarily descriptive and did not contain any analysis of the problem. Fourteen dealt with the effects on land tenure, describing the location and function of the landlord, the financial experience of the operators, and the agricultural ladder. Eighteen were concerned with tracing the effects of tenant farming upon the fertility of the soil, rural communities, scale of living, farm management, and similar subjects.

In a later survey of the literature, Ackerman found that during the period between 1933 and 1941, 102 studies dealing with land tenure had been made. From this group it was found that 40 were principally descriptive, 26 dealt with the effects on land tenure, 27 dealt with the effects of land tenure, 19 dealt almost exclusively with recommendations.<sup>35</sup>

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<sup>35</sup> Joseph Ackerman, "Status and Appraisal of Research in Farm Tenancy," Journal of Farm Economics, XXIII, No. 1. (February, 1941) p. 230.

TABLE 2

Classification of Tenancy Studies by Type and  
Source of Data Prior to 1941\*

Types	Source of Data					Total	
	Survey	Census	Question-naire	Census and other data	Misc.	Number	Percent
Descriptive	22	13	4	18	9	66	41
Effects on tenure	9	4	1	11	5	30	19
Effects of tenure	16	5	1	18	5	45	28
Recommendations	1		1	7	10	19	12
Total	48	22	7	54	29	160	100

\* Source: Joseph Ackerman, "Status and Appraisal of Research in Farm Tenancy," Journal of Farm Economics, XXIII, No. 1, (February, 1941), p. 279.

Combining the data of these two surveys it was found that 160 studies had been done prior to 1941 on tenancy and of these 41 percent had been primarily descriptive, or merely a statement of the situation and contained little or no analysis of the problem, 19 percent dealt with the effects on tenure, 28 percent dealt with the effects of tenure, and 12 percent were concerned with recommendations (Table 2).

In a 1940 survey of research projects, Ackerman found that 26 state experiment stations had a total of 53 projects dealing almost exclusively with phases of the land tenure problem related to farm tenancy.<sup>36</sup> Ackerman's classification of the type of project and the number of each area as follows:<sup>37</sup>

<sup>36</sup> Ackerman, loc. cit.

<sup>37</sup> Ibid., p. 281.

To delimit the type-of-tenancy areas and to describe the present tenancy situation in each area.	12
Land tenure and its relation to land use, conservation, development, and agricultural adjustment.	14
Economic significance of farm leases.	9
Economic implications of landlord and tenant legal relationships.	4
To determine whether or not compensation for unexhausted improvements was employed by landlords and tenants.	1
Land tenure, ownership, and transfer.	3
Labor as part of the tenure pattern.	3
Social implications of the American tenure system.	1
Institutional factors entering into rent determination.	1
The public as landowner and land manager.	5

The most extensive study on the subject of tenancy to the present date was the Southwest Regional Land Tenure Project completed in 1946.<sup>38</sup> This regional project covered the five states of Texas, Louisiana, Mississippi, Arkansas, and Oklahoma.

### III LITERATURE DEALING WITH FACTORS ASSOCIATED WITH TYPE OF LEASES

Factors concerning the status of the operator and investments. Age is considered by some to be a most important factor affecting tenure status. Hoffsommer considers age in two separate categories.<sup>39</sup> If years since birth are used, an arbitrary age of 18 or 21 is usually set as the lower limit for considering occupational characteristics. For some purposes occupation

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<sup>38</sup> Harold Hoffsommer, Editor, The Social and Economic Significance of Land Tenure.

<sup>39</sup> Hoffsommer, op. cit., p. 151.

age is used and such things as "years since beginning on own," "years since completing education," and "years since marriage," become useful. In either case however, it was found that renters using written leases are slightly older than those with oral leases.

In a study of Oklahoma farm families it was found that schooling and tenure status are related but the degree of association is not large.<sup>40</sup> In an earlier study, however, it was found that differences in education of children of different tenure groups is slight but does seem to be related to the education of the parents.<sup>41</sup> This was explained by the fact that "parents are generally desirous to have their children better prepared for the problems of life when they start for themselves than they were at the same age."<sup>42</sup>

The total capital investment in the farm business shows great diversity for the various types of tenure groups. For example, the average white part owner in the Oklahoma sample of the Land Tenure Study of the Southwestern States had at his disposal over seventeen times as much in the way of capital investment as the Negro share renter in the Mississippi Coastal Plain.<sup>43</sup> It was also found that the part owners on the average controlled the most valuable business and that the value of the farm business of the cash share

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<sup>40</sup> Robert T. McMillian and O. D. Duncan, "Social Factors of Farm Ownership in Oklahoma," Oklahoma Experiment Station Bull. B-289, (November, 1945), p. 15.

<sup>41</sup> O. D. Duncan and J. T. Sanders, "A Study of Certain Economic Factors in Relation to Social Life Among Oklahoma Cotton Farmers," Oklahoma Agricultural Experiment Station Bull. 211, (April, 1933), p. 12.

<sup>42</sup> Ibid., p. 15.

<sup>43</sup> Hoffsommer, op. cit., p. 103.

renters was almost as great as that of the full owners. Ranked in the order of most valuable to least valuable the tenure groups looked like this; (1) part owner, (2) cash share renters, (3) share renters, and (4) croppers.<sup>44</sup> One difficulty that might be mentioned with the valuation figures used in this study is that they are estimates which contain certain biases possessed by the persons making them. Owners, for example, frequently have a tendency to place a higher value on a piece of property they own than a renter would, unless, of course, they are providing, or think they are providing, information for the tax assessor.<sup>45</sup>

Mechanization as related to type of tenure has not been established but it is felt by some that it is more closely related to size of farm rather than type of tenure.<sup>46</sup> Eke and Brown in a study of tenancy in Idaho found that tenants had a smaller investment in farm machinery<sup>47</sup> and yet tended to operate larger farms.<sup>48</sup> However, within an homogeneous area of highly mechanized farms the effect should become apparent. Western Oklahoma is representative of this high degree of mechanization.

Oklahoma segments of the Southwest Land Tenure Study it was found that the part owners had a larger proportion of the farm investment in improvements other than dwelling than did owners and renters had the smallest

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<sup>44</sup> Ibid., Table 12, p. 524.

<sup>45</sup> Ibid., P. 105.

<sup>46</sup> Ibid., p. 142.

<sup>47</sup> P. A. Eke and H. F. Brown, "Influence of Tenancy on Types of Farming," Idaho Experiment Station Bull. 222, 1937, p. 28.

<sup>48</sup> Ibid., p. 11.



proportion so invested.<sup>49</sup> It was also found that the value of the dwelling on the farms operated by part owners exceeded the corresponding figure for tenant operated farms.<sup>50</sup>

The association of the characteristics of the land owner with type of lease. The owners of land offer as wide a variety of situations as its occupiers. In general, land in Oklahoma is held by individuals.<sup>51</sup> For purposes of analysis the owners of land may be divided into four groups: (1) public agencies (2) institutions (3) estate and joint ownerships, and (4) individuals. Naturally it follows that the great bulk of farm landlords are individuals. All of the landlords except individuals usually have the same general type of lease. In general it can be said that they more frequently have cash leases, usually the leases are written and that many times the lease is for a longer period than one year.<sup>52</sup> Individual landlords in general and males in particular are associated with the straight crop share lease.<sup>53</sup> Fewer individuals than other types of landlords use written leases.<sup>54</sup> Female landlords more often use a written lease and tend more toward cash rent than male landlords.<sup>55</sup> A study of landlords in 1920 by the United

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<sup>49</sup> Hoffsommer, op. cit., p. 104.

<sup>50</sup> Ibid., p. 105.

<sup>51</sup> Randal T. Klemme, "Oklahoma Land Ownership Study," Oklahoma Agricultural Experiment Station Mimeo. Cir. No. 50, (October, 1935), p. 5.

<sup>52</sup> Hoffsommer, op. cit., p. 168-175.

<sup>53</sup> Ibid., p. 175.

<sup>54</sup> Ibid., p. 176.

<sup>55</sup> Ibid., p. 177.

States Department of Agriculture showed 15 percent of the owners of rented farms were women, 56 percent of whom acquired their holdings through inheritance or marriage.<sup>56</sup> Hoffsommer by eliminating the landlords of croppers in his sample taken in 1942 estimated the percentage of individual landlords who were women to be about 30 percent.<sup>57</sup>

He further asserts that the significance of kinship between the landlord and tenant is largely contingent upon the characteristics of the landlord and the family to which he belongs.<sup>58</sup> The fundamental consideration therefore is the type of landlord to which the tenant is related. Tenants related to their landlords are involved with the economic affairs of the parental family. Under such circumstances there is a tendency for family money to be loaned back and forth according to relative need and supply rather than according to strict economic practices. Because of this practice a greater range of rental arrangements is to be expected for related than for non related tenants. It would be expected that written leases would occur less frequently on farms where the tenant was related to the landlord. Hoffsommer states that in general female landlords, landlords renting to leasees not related to them, and landlords living at a distance from the rent tract are the individual landlords using the written lease to the greatest extent.<sup>59</sup> He also found in a comparison between tenants related to their landlord and tenants with the same type of landlord but not related, that the related tenants are: (1) younger than other tenants (2) are of landowning families (3) they have

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<sup>56</sup> H. A. Turner, "The Ownership of Tenant Farms in the United States," United States Department of Agriculture Bull. 1432, Washington, (September 1926), p. 38.

<sup>57</sup> Hoffsommer, op. cit., p. 177.

<sup>58</sup> Ibid., p. 191.

<sup>59</sup> Ibid., p. 183.

been aided financially by their own relatives (4) their net worth and socio-economic status are higher (5) they participate in the community activities more like owners than other tenants (6) they have had schooling more comparable to owners than other tenants.<sup>60</sup> In addition, it was found that related tenants: (1) vary more from the traditional third and fourth or half share lease arrangements than the unrelated (2) more frequently have oral leasing arrangements (3) more often have leases of indefinite length (4) show a low ratio of rent to value and sometimes pay no rent (5) with landlords living near the farm received less supervision than similar non-kinship tenants but those with landlords living more than 25 miles away received more supervision.<sup>61</sup>

Farm organization as associated with type of lease. There are several factors that may be used in measuring the size of a farm. The most commonly used are: labor requirements, total acreage, acres in cropland, acres in a major crop, amount of livestock (either value or animal units), and capital invested in the farm business. Regardless of the measure of size employed, there is a definite tendency for part owner operated farms to be the larger of all other tenure groups.<sup>62</sup> When all tenants were classed together in an Idaho study it was found that tenants operate larger farms than owners.<sup>63</sup> This suggests that these owners, limited in the amount of capital available to invest in land and yet wishing to operate efficient units, acquire the

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<sup>60</sup> Ibid., p. 192.

<sup>61</sup> Ibid., P. 192.

<sup>62</sup> Ibid., p. 100.

<sup>63</sup> Eke and Brown, op. cit., p. 11.

necessary additional land through leasing.

The situation seems to vary when intensity of farming is considered. In some areas the owners have more land idle than do tenants and in some areas the reverse is true.<sup>64</sup> Eke and Brown found in Idaho that the owners farmed more intensively.<sup>65</sup> This would lead one to believe that something other than type of tenure is the determining factor of how intensively the land is farmed.

It was found in the Southwestern Land Tenure Study that part owners usually had some livestock and that quite frequently renters had no livestock.<sup>66</sup> In the Idaho study it was found that tenants kept only two-thirds as many livestock as owners.<sup>67</sup> Of the renters that did have livestock, they averaged much fewer per farm than for the part owners and the cash share tenants on the average had more livestock than the share tenants.<sup>68</sup> As would be expected the proportion of total income coming from livestock sales tended to be highest for part owners and cash share renters.<sup>69</sup> When size was considered, however, it was found that on large farms that the cash share tenants had the largest number of livestock per 100 acres of cropland.<sup>70</sup>

Chambers has advanced the theory that income is the prime casual factor

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<sup>64</sup> Hoffsommer, op. cit., p. 102.

<sup>65</sup> Eke and Brown, op. cit., p. 12.

<sup>66</sup> Hoffsommer, op. cit., p. 106.

<sup>67</sup> Eke and Brown, op. cit., p. 24.

<sup>68</sup> Hoffsommer, op. cit., p. 105.

<sup>69</sup> Ibid., p. 111.

<sup>70</sup> Ibid., p. 106.

of both rent and land value.<sup>71</sup> However, it seems quite likely that prevailing interest rates are an additional factor or that interest rates are in part determined by the ratio of rent to value. No indication was given of the relationship of amount of rent payment to type of tenure followed but in the Southwestern Land Tenure Study it was found that the best land had the highest proportion of tenants and that the proportion of owner operated farms was highest on the poorest land.<sup>72</sup>

Hoffsommer concludes that the only significant farm organization factor which appears to be closely related to tenure of operator at all is that of size.<sup>73</sup> Other items such as total investment, gross farm income, amount of equipment and workstock, which are apparently related to tenure are, in reality related primarily to size of farm, and when size of farm is held constant, tenure differences disappear or become much less significant.<sup>74</sup> It is possible that in an area of heavy population pressure, land in owner operated farms tends to remain intact and in owner operatorship. If the pressure for land becomes too great or takes place too quickly, it may be possible to secure land only through ownership. Western Oklahoma is approaching this stage at the present time.<sup>75</sup> As ownership becomes more desirable, the selling price of land increases to meet the demand.

Terms of the lease as associated with type of lease. The method of

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<sup>71</sup> Clyde R. Chambers, "Relation of Land Income to Land Value," United States Department of Agriculture Bull. 1224, Washington, (June, 1924), p. 24.

<sup>72</sup> Hoffsommer, op. cit., p. 55.

<sup>73</sup> Ibid., p. 116.

<sup>74</sup> Ibid., p. 117.

<sup>75</sup> Ibid., p. 143.

rental payment is used quite frequently as the nomenclature for the classification of tenants. Using this method would place the tenants in two groups; those that share the production of the farm with the owner, and those that pay a stipulated amount as rent. Under these two categories it is possible to have several sub-groups but in general the most usual type of agreement will be for cash, cash share, or share. The share that the landlord receives varies but the most frequent shares are one-third and one-half. Other shares sometimes received by the landlord are: two-fifths, one-fourth, three-eighths and in some cropper agreements the landlord receives three-fourths. This particular system of nomenclature is useful only when working with a homogeneous area because in some areas the one-half share agreement designates a cropper while in other areas bona fide tenants quite frequently pay one-half of the crop as rent.

It was found in the Southwestern Land Tenure Study that those leasees paying cash and cash share rent have the highest percentage of written leases, straight share rental are next, followed by the miscellaneous methods and the one-half crop-share group is lowest.<sup>76</sup> The reasons for this were not given but it would seem that the strictly share rental contracts are probably based largely on what is customary in the area whereas there was usually no customary amount paid in any community by cash. Another reason apparent was that female landlords frequently receive their rent in the form of cash and the highest frequency of written leases was found among women landlords.<sup>77</sup>

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<sup>76</sup> Ibid., p. 134.

<sup>77</sup> Ibid., p. 133.

With respect to the frequency of each of the types of leases as described above, Gray found in a study in 1920 that the share rental type of lease predominated, with the one-half share arrangement the second most frequent type.<sup>78</sup> He also found that in those countries in which the one-half share crop arrangement predominated, other types of share rental were the second most frequent.

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<sup>78</sup> Gray, L. C. et. al., "Farm Ownership and Tenancy," Agricultural Yearbook. 1924, Washington, 1924, pp. 584.

## CHAPTER III

### CHARACTERISTICS OF THE OPERATOR AND THE TYPE OF LEASE

Age of operator. When all operators were grouped together age did not appear to be directly associated with any particular type of lease. The percentage relationships for the cash, cash share and share leases appeared to be approximately the same for all age groups. It was found, however, that over half of the operators interviewed were less than 40 years old and 82 percent were less than 50 years old. When the operators were classified by tenure groups it was discovered that the tenant operators were more frequently found in the younger and the older age groups, below 40 and over 60, while the part owner operators tended to be concentrated in the middle age groups (Table 3). Thus indicating that as the younger tenants acquired more capital they were able to advance up the agricultural ladder so that by the time they were approaching middle age they became part owners. This same group by the time they reached the older age would probably not farm on as extensive a scale and would therefore appear among the full owner group. This suggests that the tenure cycle in which an individual progresses from unpaid family laborer to hired laborer, to tenant, to part owner and eventually to owner operator possibly still exists although data were not collected to verify this point. There was considerable evidence that many individuals never advance past the tenant stage of the cycle (Table 3). It appears there will always be that group of tenants who will never have



TABLE 3

Age of Tenant and Part Owner Farm Operators by Type  
of Farm Lease in Northwestern Oklahoma

Tenant		Below 30	30-39	40-49 Percent	50-59	Over 60
Cash		3.53	1.63	2.45	1.09	.32
Cash Share	1/3	7.62	8.43	4.90	1.90	1.63
	1/2	.27	.27		.54	
	other			.27		
Total cash share		7.89	8.70	5.17	2.45	1.63
Share	1/3	13.60	10.06	5.98	1.90	1.09
	1/2	1.90	2.72	1.09	1.09	.82
	other	.54	.82	.54	.82	.54
Total share		16.04	13.60	7.62	3.81	2.45
Part owner						
Cash			.54	.54	.82	
Cash share	1/3	.54	1.09	.82	1.09	
	1/2		.27			
	other					
Total cash share		.54	1.36	.82	1.09	
Share	1/3	1.63	3.26	2.45	1.09	.82
	1/2	.82		1.63	.82	.27
	other		.27			.54
Total share		2.45	3.53	4.08	1.90	1.63
Tenant and part owner						
Cash		3.53	2.18	2.99	1.90	.82
Cash Share	1/3	8.16	9.52	5.71	2.99	1.63
	1/2	.27	.54		.54	
	other			.27		
Total cash share		8.43	10.06	5.98	3.53	1.63
Share	1/3	15.23	13.33	11.15	3.26	1.90
	1/2	2.72	2.72	2.72	1.90	.54
	other	.54	1.09	.54	.82	.82
Total share		18.50	17.14	14.42	5.98	3.26
Total all		30.19	29.33	23.30	11.41	5.41

the opportunity to accumulate enough capital to enable them to buy a farm and also the group which will feel that the best use of their capital resources can be made on rented land.

Farm experience. The number of years farm experience did not appear to be associated with any particular type of lease but it did appear to be associated with the type of tenure. The results were similar to those found in the analysis of the age of the operator. In other words part owners had relatively more years of farm experience than tenants except in the category of 30 years and over (Table 4). The explanation here might be that some farm operators have never accumulated enough capital to buy land and therefore must rent land as long as they continue to farm. Also other studies show that for the amount invested, tenancy furnishes the most profitable use of resources.<sup>1</sup> Since tenants, however, probably have not accumulated very much capital they cannot retire or go into semi-retirement unless of course they receive help in the form of relief or gifts. The degree of retirement, in other words, is not as great for the tenant as for the part owner. The part owner can reduce the size of his farming operations by farming just the land he owns or even stop farming all together and rent out the land that he owns or turn the farming operations over to a son that chooses to stay in the farming business. The tenant does not have as many alternatives available when he reaches the age of retirement or semi-retirement. If he does not have a son that is interested in farming so that he can turn some of the farming operations over to him, he must continue to rent the farm for as long as he is able or he must go on relief. As he becomes older his

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<sup>1</sup> J. L. Charlton, Social Aspects of Farm Ownership and Tenancy in the Arkansas Ozarks. Arkansas Experiment Station, Bulletin 471, p. 63.

TABLE 4

Number of Years Farm Experience of Farm Operator by Type  
of Farm Lease in Northwestern Oklahoma

All Farms	Less than 5	5-9	10-14	15-19	20-24	25-29	30 and over	
							Percent	
Cash	.27	1.63	2.18	1.09	1.36	.82	3.81	
Cash Share	1/3	2.72	8.43	3.81	2.99	2.17	7.89	
	1/2	.54		.27			.54	
	other							
Total Cash Share		3.26	8.43	4.08	2.99	2.45	8.43	
Share	1/3	.54	7.07	12.51	5.98	5.44	4.62	8.70
	1/2		1.36	1.09	1.63	1.09	1.90	3.26
	other	.27	.54	.27	.27	.82	.27	1.63
Total Share		.82	8.98	13.87	7.89	7.34	6.80	13.60
Total All		1.09	13.87	24.43	13.06	11.70	10.06	25.34

hold on the land weakens because younger more vigorous tenants will be bidding for possession.

Status of operator. The status of the operator in this case refers to the marital status and whether or not the operator had been in the armed service. When all farm operators in the study were grouped together the status of the operator did not appear to be closely associated with the type of lease. It did appear, however, that the non-veteran married group had a relatively higher percentage of the cash share and share leases than the veteran married group (Table 5). There were not enough instances of operators who were not married to draw any definite relationships, however, when type of tenure was considered it was found that all operators not married fell in the tenant group. It was also noted that a relatively

TABLE 5

Status of Farm Operator by Type of Farm Lease  
in Northwestern Oklahoma

	Percent Cash				Percent Cash Share				Total All	
		1/3	1/2	Other	Total	1/3	1/2	Other		
<b>Tenant</b>										
Veteran Married	3.53	7.62			7.62	9.25	1.09	.27	10.61	21.76
Non Vet. Married	4.62	16.04	1.09	.27	17.00	19.85	5.44	2.45	27.74	49.36
Vet. not Married	.27	.82			.82	.82			.82	1.90
Non Vet. not Married	.27					1.90	.27	.27	2.45	2.72
<b>Part Owner</b>										
Veteran Married	.27	.27			.27	1.09			1.09	1.63
Non Vet. Married	1.90	3.26	.27		3.53	11.15	3.53	.82	15.50	21.08
Vet. not Married										
Non Vet. not Married										

higher portion of the married veterans fell in the tenant group and that a relatively higher portion of the married non-veterans fell in the part owner tenure classification. It can be rightfully assumed that the average age of the veteran and not married sub-groups would be lower than the non-veteran and married groups. This suggests that age is probably more significantly associated with type of tenure than the status of the operator.

Education of operator. Tenant and part owner farm operators who have finished highschool tend to have a share type of lease more frequently while those who have not finished highschool tend to more frequently have a cash or cash share lease (Table 6). This relationship was emphasized in the oral leases but did not appear to be significant in the written leases. One reason for this emphasis might be that the share leases are usually oral while the cash and cash share leases are usually written. As was stated previously the Southwestern Land Tenure Research Committee found that tenants with land owning parents usually had more education than tenants with parents who owned no land. Since a larger proportion of the operators with share leases were related to the landlord and the largest share of the operators who were related to the landlord rented from a parent of either the operator or his wife, indications are that this same situation existed in northwestern Oklahoma.

Questions concerning the operator and the type of lease held. Sixty-eight percent of the farmers interviewed indicated that they had never taken active part in 4-H Club work or FFA. The relative proportions of those who had and those who had not were about the same for operators with share and cash share leases (Table 7). In each instance only about half as many indicated that they had taken active part as compared with those who

TABLE 6

Education of the Farm Operator by Type of Farm  
Lease in Northwestern Oklahoma

		Less than \$	\$	10	12	14	16	Attended Ag. College
		Percent						
Tenant and Part Owner Oral								
Cash			1.63	.27	1.36		.27	
Cash Share	1/3	.82	5.44	2.72	4.90	.82	.27	.82
	1/2		.54	.27	.27	.27		
	other		.27					
Total Cash Share		.82	6.25	2.99	5.17	1.09	.27	.82
Share	1/3	1.90	12.51	2.72	14.69	2.18	1.63	.82
	1/2	.27	1.36	.82	4.62	.54	.54	.27
	other	.54	1.36	.27	.27			
Total Share		2.72	15.23	3.81	19.58	2.72	2.18	1.09
Total Oral		3.26	23.11	7.07	26.11	3.81	2.72	1.91
Tenant and Part Owner Written								
Cash		1.09	3.53	1.09	1.36	.54		
Cash Share	1/3	.82	5.17	1.63	4.08	.27	.27	
	1/2							
	other							
Total Cash Share		.82	5.17	1.63	4.08	.27	.27	
Share	1/3	.27	2.72	.82	3.81		.27	.27
	1/2	.27	.82	.27	.82			
	other	.27	1.09					
Total Share		.82	4.62	1.09	4.62		.27	.27
Total Written		2.72	13.32	3.81	10.06	.82	.54	.27

Table 6 (continued)

		Less than 8	8	10	12	14	16	Attended Ag. College
Oral and Written Tenant and Part Owner								
Cash		1.09	5.17	1.36	2.72	.54	.27	
Cash Share	1/3	1.63	10.61	4.35	3.98	1.09	.54	.82
	1/2		.54	.27	.27	.27		
	other		.27					
Total Cash Share		1.63	11.42	4.62	9.25	1.36	.54	.82
Share	1/3	2.18	15.15	3.53	18.50	2.18	1.90	1.09
	1/2	.54	2.18	1.09	5.44	.54	.54	.27
	other	.82	2.45	.27	.27			
Total Share		3.53	19.85	4.90	23.66	2.72	2.45	1.36
Total Oral and Written		4.27	36.43	10.88	26.17	4.62	3.26	2.18

had been inactive, however, the operators with cash leases indicated that nearly five times as many had been inactive as compared with those who had been active.

When asked if they would be interested in buying the farm they were now renting if it were for sale over 78 percent said yes. A much larger proportion of the operators with cash leases gave negative answers than either the share or cash share operators.

Farm operators with one-half share leases voiced an interest in buying the farm at the ratio of nine to one compared with those not interested. There are two reasons why this particular distribution might occur; (1) the operators with cash and one-third share contracts found it easier to pay their rent than the operators with one-half share contracts, (2) the operators with

TABLE 7

Questions Concerning the Operator by Type of Farm Lease  
in Northwestern Oklahoma

		Percent Cash		Percent Cash Share			Percent Share			Total all	
		1/3	1/2	Other	Total	1/3	1/2	Other	Total		
Have you ever been in L-H or FFA?	Yes	1.90	9.79		9.79	16.04	3.81	.54	20.39	32.00	
	No	9.25	18.22	1.36	.27	19.85	27.56	6.80	3.26	37.62	68.00
Would you be interested in buying this farm if it were for sale?	Yes	7.09	22.80	1.36	.27	24.43	35.00	9.52	2.18	46.70	78.34
	No	4.08	4.90			4.90	9.25	1.09	1.63	11.97	20.94
Do you plan to re-rent farm?	Yes	7.89	24.15	1.09	.27	25.60	38.90	10.07	2.72	51.68	85.17
	No	1.63	2.18			2.18	2.45	.27	.54	3.26	7.07
Additional Explanation:											
One more year		.82	.82			.82	1.09	.82	.27	2.18	3.18
Two or three years			.27			.27	1.09			1.09	1.36
Indefinite		4.90	19.80	1.09		20.89	31.28	7.89	2.45	41.62	67.46
Until able to buy		1.63	2.45		.27	2.70	5.19	1.09		6.25	10.61
Until a larger farm can be secured		.27	.54			.54		.27		.27	1.09
Undecided		1.36	.27	.27		.54	2.18	.27	.27	2.72	4.62



one-half share contracts more often had capital available with which to purchase land. Of the two reasons given the latter appears the least likely, however the one-half share operators on the average had a larger amount invested in operating capital.

Over 85 percent of the farm operators interviewed indicated that they planned to re-rent the unit they were now farming, only 7 percent said that they would not. It is significant to note that over 67 percent stated that they planned to rent the unit until they were able to buy a farm. From the reaction received when the farmers were asked if they would be interested in buying the farm if it were for sale and the small response of those who wanted to rent the unit only until they were able to buy, it appears that the operators would rather rent the farm for as long as possible but if the place is ever for sale they would be interested in buying it. Many of the operators, when interviewed, commented that they would be interested in buying the farm if it was priced right. Because of these comments it appears that many times the operators consider it easier to pay rent than to buy the farm.

Total investment operator controls. The size of business which the operator controls appeared to be very definitely associated with the type of lease the operator had. Although the different types of leases are represented in both the small and large investments there was a tendency for the operators who controlled the smaller investments to have a cash or cash share lease while those who controlled larger investments more often had a share agreement (Table 8). The operators who controlled the very largest investments, \$125,000 and over, without exception had share agreements.

The operators in Area I controlled larger businesses than the operators

TABLE 8

Total Investment Operator Controls by Type of Farm Lease by  
Type of Farming Area in Northwestern Oklahoma

		In Thousands of Dollars					
		Less than \$10	\$10 to \$30	\$30 to \$50	\$50 to \$75	\$75 to \$125	\$125 and over
		Percent					
<u>Area I</u>							
Cash				.27	.27		
Cash Share							
	1/3						
	1/2						
	other						
<u>Total Cash Share</u>							
Share			1.63	1.36	2.72	1.63	
	1/3				.54	.27	.27
	1/2						
	other		.27	.27	.82	.27	.54
<u>Total Share</u>			1.90	1.63	4.08	1.09	.82
<u>Total All</u>			1.90	1.90	4.36	2.18	.82
<u>Area II</u>							
Cash		1.63	.27	.27		.54	
Cash Share							
	1/3	.54	2.18		.27		.27
	1/2		.27				
	other						
<u>Total Cash Share</u>		.54	2.45		.27		.27
Share			1.36	5.98	1.63	1.36	
	1/3		.27	.82	.27		
	1/2						
	other				.27		
<u>Total Share</u>		1.63	6.80	2.18	1.36		
<u>Total All</u>		3.81	9.52	2.45	1.63	.54	.27

Table 8 (continued)

		In Thousands of Dollars					
		Less than \$10	\$10 to \$30	\$30 to \$50	\$50 to \$75	\$75 to \$125	\$125 and over
		Percent					
<u>Area III</u>							
Cash		1.90	3.81	1.63	.27	.27	
Cash Share	1/3	1.36	9.52	9.52	2.45	1.09	
	1/2			.45	.45		
	other			.27			
<u>Total Cash Share</u>		1.36	9.52	10.61	2.99	1.09	
Share	1/3	1.09	12.78	8.70	2.72	1.63	
	1/2		1.09	1.09	3.26	1.09	.27
	other	.27	.82	.27	.27		
<u>Total Share</u>		1.36	14.68	11.15	5.98	3.81	.27
<u>Total All</u>		4.62	29.38	23.12	9.25	5.98	.27

found in area II or III although there were operators in area II and area III who operated businesses valued at over \$100,000. There were no instances found in area I where the farm business was valued at less than \$10,000. This tendency might be explained by the fact that a more specialized type of farming is found in the western part of the state and specialized farms characteristically have larger investments. The farms in Oklahoma become more diversified as one goes from west to east.

It was also evident that the cash and cash share type of lease was seldom used in leasing cropland in the Panhandle. Since this is a high risk area the share type of lease enables the tenant to shift part of the risk to the land owner. Only two cash leases were found in area I where crop land was concerned, however, it was observed that the cash lease is

used precominately in this area when pasture land alone is rented. It was also found in this area and in area II to some extent that when pasture land on the farm was rented it was usually included with the crop land and no specific charge was made for its use by the land owner.

Operating capital<sup>2</sup> invested by operator. The part owner farm operators had more operating capital invested in their farm business than did the tenants. Farms on which the operator had from \$4,000 to \$5,000 invested in operating capital occurred most frequently among the part owners while farms on which the operator had from \$1,000 to \$2,000 invested in operating capital occurred most frequently among the tenants (Table 9). There were no part owner operators who had less than \$1,000 operating capital invested and just a little over 2 percent of the farmers interviewed were part owners with less than \$2,000 invested. On the other hand 4.35 percent of the farmers interviewed were tenants with less than \$1,000 invested and 15.69 percent were tenants with \$1,000 to \$2,000 invested. This indicates that type of tenure in northwestern Oklahoma is very likely associated with the amount of operating capital invested by the operator. There is the possibility that some owners and part owners own land because the type of lease that they held forced them into ownership, in other words it was easier for them to own the land than to rent it. This data alone, however, does not support this conclusion.

The operators in both tenure groups with cash leases generally have less operating capital invested in the farm business than the share of cash share lease farmers. Nearly half of the farm operators interviewed with

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<sup>2</sup> Includes the value of all farm items except land and improvements.

TABLE 9

Total Operating Capital Investment of Operator by Type of  
Farm Lease in Northwestern Oklahoma

Tenant		Less	\$1,000	\$2,000	\$3,000	\$4,000	\$5,000	\$7,000	\$9,000	\$11,000
		than \$1,000	to \$1,999	to \$2,999	to \$3,999	to \$4,999	to \$6,999	to \$8,999	to \$10,000	and over
		Percent								
Cash		1.63	2.72	1.36	1.36	1.36	.82			
Cash Share	1/3	.82	3.53	5.17	4.62	3.81	3.53	1.09	1.63	.27
	1/2	.27	.27				.54			
	other					.27				
Total Cash Share		1.09	3.81	5.18	4.62	4.08	4.08	1.09	1.63	.27
Share	1/3	1.09	7.34	5.44	5.18	3.53	5.17	2.72	1.36	.82
	1/2	.54	.27	.27	.82	1.36	2.18	.54	.54	.54
	other		.54		1.36		.54	.27		.27
Total Share		1.63	8.16	5.71	7.34	4.90	7.89	3.53	1.90	1.63
Total All		4.35	14.69	12.25	13.32	10.34	12.79	4.62	3.53	1.90

Table 9 (continued)

Part Owner		Less than \$1,000	\$1,000 to \$1,999	\$2,000 to \$2,999	\$3,000 to \$3,999	\$4,000 to \$4,999	\$5,000 to \$6,999	\$7,000 to \$8,999	\$9,000 to \$10,000	\$11,000 and over
		Percent								
Cash		.54	.27	.54				.27		.27
Cash Share	1/3	.27	.27	.54			.82	1.09	.27	.27
	1/2									.27
	other									
Total Cash Share		.27	.27	.54			.82	1.09	.27	.54
Share	1/3	1.36	1.63	1.90	2.99	2.18	1.09			1.09
	1/2	.54	.54	.27	.54	.27	.54			.82
	other			.27		.27		.27		
Total Share		1.90	2.18	2.45	3.53	2.72	1.63	.27		1.90
Total All		2.71	2.72	3.53	3.53	3.54	2.99	.54		2.71

cash leases had less than \$2,000 invested in operating capital on their farm while half of those interviewed with share and cash share leases had over \$4,000 invested. The one-third share and one-half share leases showed some differences in that 16 of the 39 operators interviewed with one half share leases had operating capital investments of from \$4,000 to \$7,000. Sharp reduction of frequency occurred both above and below these figures although there were some occurring in every class interval. The one-third share leases showed an entirely different pattern in that the frequency of operators found in each class interval from \$1,000 to \$7,000 is approximately the same. This gave a multi-modal frequency distribution, one in which the operator had from \$1,000 to \$2,000 invested in operating capital and another when \$5,000 to \$7,000 was invested.

Total investment of the land owner in the unit leased. Those units in which the land owner had a relatively small amount invested appeared to be characterized with a cash or a share type of lease, however, the percentage of the cash leases on units with a relatively small investment on the part of the landlord is much greater than for the share leases. In over half of the cash leases the landlord had less than \$10,000 invested while in the share leases half of the land owners had from \$10,000 to \$30,000 invested in the unit. The highest percentage of the cash share leases were found on units in which the land owner had from \$20,000 to \$30,000 invested (Table 10). In the cash share leases no farm operator paid as much as one-half of the crop as rent on any farm on which investment of the land owner was less than \$15,000. The units having one-half share contracts were found in all categories but in over half of the instances the land owner had over \$20,000 invested.

When the analysis was made by type of tenure it was found that the

TABLE 10

Total Investment of the Land Owner in Unit Leased by Type  
of Farm Lease in Northwestern Oklahoma

Tenant		Less	\$5,000	\$10,000	\$15,000	\$20,000	\$30,000	\$40,000	\$50,000	\$75,000
		than	to	to	to	to	to	to	to	and
		\$5,000	\$9,999	\$14,999	\$19,999	\$29,000	\$39,000	\$49,999	\$74,999	over
		Percent								
Cash		1.36	4.62	1.09	.27	.54	1.36			
Cash Share	1/3	1.36	1.36	4.35	4.90	9.25	2.45		.27	.54
	1/2				.27	.27	.27		.27	
	other					.27				
Total Cash Share		1.36	1.36	4.35	5.17	9.79	2.72		.54	.54
Share	1/3	.54	4.62	6.80	6.80	6.25	2.99	1.90	2.45	.27
	1/2	.27	.54	.54	.82	.54	.82	1.36	1.63	.54
	Other	.27	.27	.82	.54	.27	.27		.54	
Total Share		1.09	5.44	8.16	8.16	7.07	6.80	3.26	4.62	.82
Total All		3.81	11.42	13.59	13.60	17.40	10.88	3.26	5.16	1.36



TABLE 10 (continued)

Part Owner		Less than \$5,000	\$5,000 to \$9,999	\$10,000 to \$14,000	\$15,000 to \$19,999	\$20,000 to \$29,000	\$30,000 to \$39,999	\$40,000 to \$49,999	\$50,000 to \$74,000	\$75,000 and over
		Percent								
Cash		.54	.54	.27	.27	.27				
Cash Share	1/3	.27	.82	.54	1.09	.54	.27			
	1/2						.27			
	other									
Total Cash Share		.27	.82	.54	1.09	.54	.54			
Share	1/3	2.18	1.63	2.72	1.90	1.90	1.36	.27	.27	
	1/2		.27	.54	.82	1.36		.27	.27	
	other		.27				.54			
Total Share		2.18	2.18	3.26	2.70	3.26	1.90	.54	.54	
Total All		2.99	3.54	4.07	4.06	4.07	2.44	.54	.54	

tenants farmed the units in which the land owner had the highest investment. Part of the explanation of this lies in the fact that most of the operators interviewed in area I were tenants and the units that they rented from one land owner were sometimes several quarters in size. Consequently the amount the landlord had invested was usually somewhat greater in area I than in the other two areas. It was also found that the tenant who rented units in which the land owner had a relatively small amount invested usually paid the rent with cash while the part owners usually paid a share of the crop as rent.

Value of dwelling and other improvements furnished by land owner and by operator. The value of the dwelling furnished by the landlord for the tenant farm operators was not as high as that furnished part owners. Of course the part owners that lived in dwellings belonging to the landlord were in the minority but of the ones interviewed only one lived in a house furnished by a landlord the value of which was less than \$1000 (Table 11). A possible explanation of this lies in the fact that there is an alternative available to the part owner. If the house furnished by the land owner is not as nice as he would like he has the choice of building a house on his own land. If the tenant does not like the house in which he lives he must either bear it or find a place with a better house.

Rented farms in which the value of the dwelling is less than \$500 appear to be associated with a cash or a share lease while rented farms with a more valuable dwelling appear more closely associated with the cash share or share type of lease. One-fourth of the cash tenants lived in houses of less than \$500 value. The top one-fourth of the share tenants interviewed lived in houses valued at over \$3,000 and the bottom one-fourth lived in houses valued at less than \$1,000.

There did not appear to be any significant difference in the value of the other improvements furnished by the land lord for the tenant or the part owner except in those instances when the improvements were valued at less than \$500. It was found that 13.85 percent of the total farm operators interviewed were tenants whose landlords furnished less than \$500 worth of improvements.<sup>3</sup>

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<sup>3</sup> This does not include those part owners who stated that the landlord furnished no improvements with the farm.

TABLE 11

Value of Dwelling and Other Improvements on Unit Furnished by Land Owner  
By Type of Farm Lease in Northwestern Oklahoma

Tenant		Value of Dwelling								
		Less than \$500	\$500 to \$999	\$1000 to \$1499	\$1500 to \$1999	\$2000 to \$2499	\$2500 to \$2999	\$3000 to \$3999	\$4000 to \$4999	\$5000 and over
		Percent								
Cash		2.45	1.63	1.36	.27	.82		.82	.54	.27
Cash Share	1/3	2.99	6.25	2.72	2.18	4.90	1.36	1.63	1.09	1.09
	1/2		.27						.27	.54
	other						.27			
Total Cash Share		2.99	6.53	2.72	2.18	4.90	1.63	1.63	1.36	1.63
Share	1/3	2.72	4.08	4.35	2.45	3.53	1.36	3.53	1.90	2.18
	1/2	1.09		.27	.54	.27	.27	.54	.27	1.63
	other		.27	.54		.27				
Total Share		3.81	4.35	5.17	2.99	4.08	1.63	4.35	2.18	3.81

Table 11 (continued)

Part Owner	Value of Dwelling								
	Less than \$500	\$500 to \$999	\$1000 to \$1,999	\$1500 to \$1,999	\$2000 to \$2,499	\$2500 to \$2,999	\$3000 to \$3,999	\$4000 to \$4,999	\$5000 and over
Percent									
Cash			.27	.27	.27				
Cash Share	1/3			.27	.27	.27			.27
	1/2		.27						
	other								
Total Cash Share			.27	.27	.27	.27			.27
Share	1/3	.27		.27	.27			.27	1.09
	1/2			.27	.54		.27		.54
	other								
Total Share		.27		.54	.82		.27	.27	1.63

Table 11 (continued)

Tenant		Less than \$500	\$500 to \$999	\$1000 to \$1499	Value of Other Improvements					\$5000 and over
					\$1500 to \$1999	\$2000 to \$2499	\$2500 to \$2999	\$3000 to \$3999	\$4000 to \$4999	
Cash		2.18	2.45	1.36	.54	.27	.54	.27		.27
Cash Share	1/3	3.53	3.81	5.44	3.53	2.72	.82	1.36	.82	1.90
	1/2	.27		.27		.27			.27	
	other			.27						
Total Cash Share		3.81	3.81	5.98	3.53	2.99	.82	1.36	1.09	1.90
Share	1/3	5.71	6.25	5.44	4.08	1.63	2.45	2.18	1.36	.82
	1/2	1.63	.27	.27	.82	.82	.27		.82	1.63
	other	.82		.27				.27		.54
Total Share		8.16	6.53	5.98	4.90	2.45	2.72	2.45	2.18	2.99

Table 11 (continued)

Part Owner		Less than \$500	\$500 to \$999	\$1000 to \$1499	Value of Other Improvements					\$5000 and over
					\$1500 to \$1999	\$2000 to \$2499	\$2500 to \$2999	\$3000 to \$3999	\$4000 to \$4999	
Cash					.54	.27				
Cash Share	1/3	.27				.27			.54	
	1/2			.27						
	other									
Total Cash Share		.27		.27		.27			.54	
Share	1/3			.27	.54	.27	.27	.27	.27	.27
	1/2		.54	.27	.27					.54
	other									
Total Share										

TABLE 12

Value of Dwelling and Value of Other Improvements Owned by Part Owner  
Farm Operators by Type of Lease in Northwestern Oklahoma\*

All Farms		Value of Dwelling								
		Less than \$500	\$500 to \$999	\$1000 to \$1,999	\$1500 to \$1,999	\$2000 to \$2,999	\$2500 to \$2,999	\$3000 to \$3,999	\$4000 to \$4,999	\$5000 and over
		Percent								
Cash				.54				.54		
Cash Share	1/3			.27	.27			1.09	.27	.82
	1/2									
	other									
Total Cash Share				.27	.27			1.09	.27	.82
Share	1/3	.27	.82	.54	.27	1.90	1.36	1.90	.82	1.90
	1/2		.54	.54		.27		.27		.54
	other				.27					.27
Total Share		.27	1.36	1.09	.54	2.18	1.36	2.18	.82	2.72



Table 12 (continued)

All Farms		Value of Other Improvements								
		Less than \$500	\$500 to \$999	\$1000 to \$1499	\$1500 to \$1999	\$2000 to \$2499	\$2500 to \$2999	\$3000 to \$3999	\$4000 to \$4999	\$5000 and over
Percent										
Cash		.27	.27	.27						.27
Cash Share	1/3 1/2 other			.27	.27	.27	.82	.82		.27
Total Cash Share				.27	.27	.27	.82	.82		.27
Share	1/3 1/2 other		1.09 .82	2.18	2.18	.54	.27	.82 .54 .27	1.36 .27 .27	1.63 .27
Total Share			1.90	2.18	2.18	.82	.54	1.36	1.90	1.90

\* Tenants were not included because only three tenants indicated that they owned a dwelling or any improvements.

## CHAPTER IV

### CHARACTERISTICS OF THE LANDLORD AND THE TYPE OF LEASE

Age of landlord. Age of the landlord might be expected to be associated with certain types of farm leases if the types of leases in a particular community have been changing rather rapidly. If a landlord has been renting his farm by a certain type of lease over a period of time the probability is that he would be reluctant to change the method of rental and it might be found that what was customary for one age strata of landlords might not be customary for another. In this sample it was noted that the landlords in the older age group who had oral agreements more frequently had share leases while older landlords with written agreements more frequently had cash share agreements (Table 13). Although there was a higher proportion of the cash leases written the frequency of the cash leases dropped off rapidly for landlords 70 years old and over. When a part or all of the rent payment is made up of cash it would be expected that more frequently the agreement would be written but it was found that there were more cash share leases that were oral than there were written. When only a share of the crop is paid as rent local custom can be pretty well followed as a guide and an oral lease appears to work very satisfactory in many cases but when cash is involved there can be no basis for determining the rent on what is typical in the area. Perhaps one reason for this high number of oral cash share agreements might be that during the past few years rents have been pretty generally

TABLE 13

Age of Landlord by Type of Farm Lease  
in Northwestern Oklahoma

Written		30	40-49	50-59	60-69	70-79	80
		and Below					30-39
		Percent					
Cash		.54	1.36	2.45	1.63	.82	.27
Cash Share	1/3	.27	1.63	1.63	3.26	2.99	2.18
	1/2						
	other						
Total Cash Share		.27	1.63	1.63	3.26	2.99	2.18
Share	1/3		1.36	1.09	2.45	1.36	1.09
	1/2	.54	.27		1.09	.27	
	other		.54	.27	.27		
Total Share		.54	2.18	1.36	3.81	1.63	1.09
Total Written		1.36	5.17	5.44	8.70	5.44	3.53
Oral							
Cash		.27	.27	1.63	.27	.82	.27
Cash Share	1/3	.27	2.72	2.18	5.98	2.99	1.36
	1/2			.54	.54		.27
	other					.27	
Total Cash Share		.27	2.72	2.72	6.53	3.26	1.63
Share	1/3	.54	2.18	2.99	9.25	9.25	7.09
	1/2	.27	.54		2.18	3.53	1.36
	other			.54	1.09	.54	.27
Total Share		.82	2.72	2.99	11.90	13.87	8.98
Total Oral		.82	3.26	5.98	16.32	20.67	13.06

raised in northwest Oklahoma and in many areas the customary oral share lease was simply changed to a cash share lease and since both the operator and landlord customarily used an oral agreement the agreement was left oral. An exception to this particular type of reasoning was found in area I. Many of the operators when interviewed commented that only a few years before the one-fourth share agreement was the typical arrangement but with increased prices being paid for wheat and a change in the weather cycle so that generally area I during the past ten years has been less of a risk area than it was the ten years previous to 1940, the one-third share agreement is now the typical type of lease for that area.

Relation of landlord to tenant. Most of the leasing agreements that deviated from the customary one-third share agreement were between operators and landlords that were closely related (Table 14). The greatest degree of variation was found in those instances where the landlord was the mother or father of the tenant. Nearly three times as many one-half share leases were found on farms where the land owner was a parent of the operator or his wife as was found on farms in which the land owner was not related to the operator. One possible reason for this relationship might be that quite frequently when a family arrangement is made the son has very little to offer other than his labor and the share of the crop that he receives for his efforts is considerably less than is customary for tenants in the area. As the son accumulates more capital and machinery the share that he gets is sometimes increased.

It was also quite evident that related landlords and tenants usually had oral agreements. Only 4.03 percent of the operators related to the landlord had written agreements. There were, however, quite a large

TABLE 1A

Relation of Landlord to Tenant by Type of Farm Lease  
in Northwestern Oklahoma

	Percent Cash		Percent Cash Share			Percent Share				Total All	
			1/3	1/2	Other	Total	1/3	1/2	Other		Total
Oral			1/3	1/2	Other	Total	1/3	1/2	Other	Total	
Brother or sister			.54			.54	1.90	1.36	.27	3.53	4.08
Mother or father											
or in-laws	.82	3.26		.52		4.08	12.78	5.17	.27	18.20	23.12
Grand parents	.27	.27				.27	1.09			1.09	1.63
Uncle or Aunt	.54	1.09				1.09	.82			.82	2.45
Cousin		.27				.27	.27			.27	.54
Related more distant		.27				.27	.54			.54	.82
Not related	.82	8.43	.54	.27		9.25	10.88			11.90	22.03
Other	.54	.27	.27			.54		1.09	.27	1.36	2.45
Written											
Brother or sister								.27	.27	.54	.54
Mother or father			.27			.27	.82			.82	1.09
or in-laws											
Grand parents	.27	.54				.54	.27	.27		.54	1.36
Uncle or aunt	.27	.27				.27					.54
Cousin	.27								.27	.27	.54
Related more distant											
Not related	4.35	9.79				9.79	3.81	.82		4.62	18.76
Other											

proportion of the landlords who were not related to the operators that had oral agreements, in fact only 46 percent of the landlords not related to their tenants indicated that they had written agreements. Another rather startling fact was that 60 percent of the operators interviewed were related to the land owner and 66 percent of those were a parent of either the operator or his wife.

Occupation of the landlord. Nearly 40 percent of the farmers interviewed had landlords who were either actively engaged in farming or were retired farmers (Table 15). Another 12 percent had landlords who were classified as housewives and many of those probably were or had been wives of farmers. The striking difference noted between landlords who were engaged in activities other than farming was the high proportion of cash leases over share leases. The landlords who were or had been farmers appear to have preferred the share and cash share type of lease. Eighty-four percent of the landlords who were actively engaged in farming had a share type of lease with their operator. The majority of these were one-third share agreements but there was also a larger portion of one-half and "other" share agreements than in any other classification. One possible reason why those farmers who were actively engaged in farming rented out some of their land might have been that they were letting a son or son-in-law farm part of it. It was found previously that leasing agreements between father and son usually deviated from the customary shares more frequently and that in many instances the father as the landlord takes a larger share as rent.

Distance landlord lives from farm. There was a marked tendency for the landlords to live relatively close to the land that they owned. Over 55 percent of the landlords in this sample lived within 15 miles of the

TABLE 15

Occupation of Landlord by Type of Farm Lease  
in Northwestern Oklahoma

All Farms	Percent Cash	Percent Cash Share				Percent Share				Total All
		1/3	1/2	Other	Total	1/3	1/2	Other	Total	
Farming active	1.36	1.36	.54		1.90	12.24	2.99	1.36	16.00	19.31
Farming retired	1.09	5.98			5.98	9.79	2.45	.27	12.51	19.58
Laborer	1.09	.27			.27	.54	.27		.82	2.18
Skilled trade	.54	2.45			2.45	1.63			1.63	4.62
White Collar employed	1.63	2.72			2.72	1.36	1.09		2.45	6.80
Business employed	.82	1.90	.27	.27	2.45	2.72			2.72	5.98
Professional		1.36			1.36	.27	.27		.54	1.90
Housewife	1.63	4.08	.27		4.35	5.17	1.09		6.25	12.24
Other or unknown	2.99	7.62	.27		5.17	10.88	2.18	2.18	15.23	23.39

place that they owned ( Figure II). The relative proportion of written leases increased compared with oral leases up to distances of 75 miles but after that the proportion of oral to written leases remained relatively constant, thus indicating that distance exerts its greatest influence on the type of lease at distances of less than 75 miles.

Questions concerning the landlord. A vast majority of the landlords did not have an agent look after their farm (Table 16). Only 5.98 percent of the operators interviewed indicated that they obtained the lease contract from the land owner's agent and a much lower proportion of the share rent leases were looked after by an agent than the cash or cash share leases. Two possible reasons exist why this particular relationship might occur. (1) A large portion of the cash and cash share agreements are between landlords and tenants not related and (2) since agents usually receive a percentage commission on the rent collected there might be more pressure to adjust rents upward with an increasing price level rather than following the practice that has been considered customary in the area.

A much larger proportion of the landlords whose tenants had share or cash share agreements had operated the farm than the landlords with cash leases (Table 16). Not quite half (41 percent) of the units with cash agreements on them had ever been operated by the landlord while 62 percent of the landlords who gave cash share leases and 57 percent of the landlords who gave share leases had at some time in the past operated the unit.

Most of the operators interviewed indicated that the landlord was familiar with the problems on the farm. The farm operators with cash leases indicated that their landlords were not as familiar with the problems on the farm as the landlords who gave share and cash share leases. Thirty percent



FIGURE II

## Distance Landlord Lived From Farm

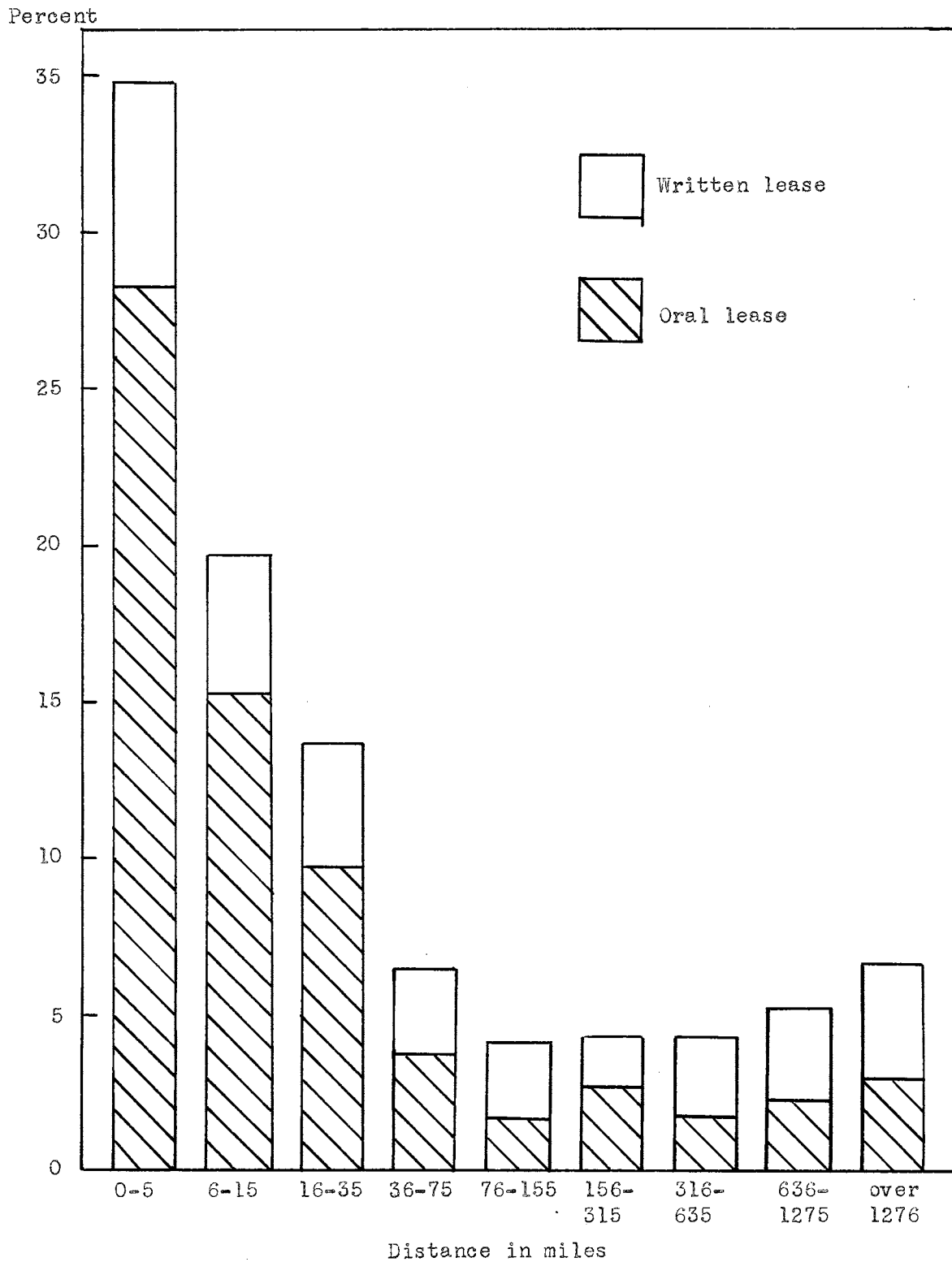


TABLE 16

Questions Concerning the Landlord by Type of Farm Lease  
in Northwestern Oklahoma

All Farms		Percent Cash		Percent Cash Share			Percent Share			Total All
		1/3	1/2	Other	Total	1/3	1/2	Other	Total	
Does agent look after farm?	Yes	1.09	2.72		2.72	1.09	.54	.54	2.18	5.98
	No	9.25	23.12	1.09	24.48	41.88	8.98	3.26	54.12	87.85
Has Landlord operated farm?	Yes	4.62	16.86	.54	17.40	25.29	6.53	2.18	34.00	36.02
	No	4.90	10.61	.82	11.70	17.40	3.81	1.36	22.57	39.17
Is landlord familiar with problems on farm?	Yes	7.89	24.20	.82	25.09	38.08	9.79	2.99	50.86	83.84
	No	3.26	3.81	.54	4.35	5.98	.82	.82	7.62	15.23
How often does tenant see landlord?										
	Never	.27	.27		.27	.54	.27		.82	1.36
	Less than once a month	6.80	10.88		10.88	11.97	1.63	.82	14.42	32.10
	About once a month	.82	3.26	.82	4.35	4.35	1.36		7.07	12.24
	More often than once a month	2.18	12.50	.54	13.06	22.00	6.53	2.18	31.03	46.27
	Less than once a year	1.09	.82		.82	2.99	.82	.82	4.62	6.53

Table 16 (continued)

All Farms	Percent Cash		Percent Cash Share			Percent Share				Total All
		1/3	1/2	Other	Total	1/3	1/2	Other	Total	
What are landlord's plans for farm?										
For sale	2.72	1.36			1.36	2.18	.27	.27	2.72	6.62
To farm it himself	.54				.54	.54	.27	2.18	2.99	3.53
Hold for investments	3.53	12.51	.54		13.06	19.31	4.62	1.09	25.02	41.61
Leave for heirs	2.99	13.33	.82		14.14	21.24	4.90		26.11	42.69
Not known	1.36	.82		.27	1.09	1.36	.54		1.90	4.35
How did landlord acquire this farm?										
Purchased while farming	2.18	7.89	.82		8.70	20.00	4.62	1.36	26.00	36.83
Purchased while occupied other than farming	2.18	4.90	.27	.27	5.44	5.17	.27	.27	5.71	13.33
Inherited	4.03	8.70	.27		8.93	12.78	4.62	1.36	18.70	31.76
Inherited money	.27	.54			.54	.82			.82	1.63
Gift						.27	.27		.54	.54
Foreclosure	.27	1.09			1.09	.54			.54	1.90
Homesteaded		1.63			1.63	1.90	.82	.54	3.26	4.89
Other	.82	2.72			2.72	3.53			3.53	7.07

of the operators with cash leases stated that their landlords were not familiar with the problems on the farm.

The largest percentage of the operators with share leases indicated that they saw the landlord more often than once a month while the largest portion of the operators with cash leases indicated that they saw the landlord less than once a month. The operators with cash share leases fell between these two groups. This indicates that the operators with share and cash share leases received more supervision from their landlords than did operators with cash leases. The reasons why this relationship might exist are; (1) the operators with share leases more frequently rent land from relatives, (2) the landlords with cash leases were more frequently engaged in occupations other than farming and (3) the cash lease units were more frequently handled by agents of the landlord.

It was found that most of the landlords planned to hold the farm as an investment or to leave it for heirs, very few planned to sell or to farm it himself. A slightly larger portion of the tenants with cash leases indicated that the landlord was interested in the farm primarily as an investment than did the operators with share and cash share agreements.

Most of the landlords who gave share leases purchased their farm while actively engaged in farming while the largest percentage of the landlords who gave cash leases inherited the farm. The landlords who purchased the farm while occupied other than farming gave cash and cash share leases more frequently than share leases. Nearly 82 percent of the units in this survey were acquired by the landlord either by purchase or inheritance.

Length of time landlord has owned farm. There was a slight tendency for the landlords who had acquired the farm most recently to have a cash

TABLE 17

Length of Time Landlord Has Owned Farm by Type of  
Farm Lease in Northwestern Oklahoma

All Farms		Less	5-9	10-14	15-19	20-24	Over	Not Stat- ed
		than 5					25	
		Percent						
Cash		1.63	.54	1.09	.54	1.09	1.09	5.17
Cash Share	1/3	2.18	3.53	2.99	4.36	1.36	5.44	8.16
	1/2		.27		.27		.54	.27
	other						.27	
Total Cash Share		2.18	3.81	2.99	4.62	1.36	6.25	8.43
Share	1/3	3.26	7.34	5.17	3.81	3.26	10.34	11.70
	1/2	1.09	2.45	.82	.82	.27	4.35	.82
	other	.27	.27	.54	.27	.27	.54	1.63
Total Share		4.62	10.06	6.53	4.90	3.80	15.23	14.25
Total All		8.43	14.41	10.61	10.06	6.25	22.57	27.74

type of lease while the landlords who had owned the farm for quite some time usually had a share or cash share type of lease (Table 17). Approximately 28 percent of the operators interviewed did not know how long the landlord had owned the unit. Nearly half of the operators with cash leases did not know how long the landlord had owned the unit and this may be the reason that it appears that landlords who had owned the farm the shortest length of time more frequently gave cash leases. It may be that since landlords who had cash leases with their renters did not come around as often as did landlords with share and cash share leases that the renter did not know the landlord as well and was not as apt to know when or how the landlord acquired the farm.

TABLE 18

Number of other Farms Landlord Owns by Type of  
Farm Lease in Northwestern Oklahoma

All Farms		None	1-3	4-6	7-9	Over 10	Several
		or not Known					
		Percent					
Cash		6.25	2.72	.82	.27		.54
Cash Share	1/3	17.13	7.62	.82	.27	1.09	.82
	1/2	.54	.27	.54			
	other	.27					
Total Cash Share		17.95	7.89	1.36	.27	1.09	.82
Share	1/3	21.21	14.14	3.81	.27	.54	2.18
	1/2	5.17	3.26	1.63	.27	.27	
	other	1.63	1.09	.54			.27
Total Share		28.79	18.49	5.98	.54	.82	2.45
Total All		52.85	27.74	8.16	1.09	1.90	3.81

Number of other farms landlord owns. Only about 28 percent of the operators interviewed indicated that they did not know of any other land that their landlord owned while a slightly larger percent of the landlords were thought to have owned from one to three other farms (Table 18). About 5 percent of the landlords were thought to have ownership to 6 or more farms. There did not appear to be any significant relationship in the type of lease on the farm and the number of other farms owned.

Length of time last two tenants have been on farm. The renter was asked to give the length of time he had been on the farm and the length of time the renter before him had farmed the place. In classifying this information by type of lease it was assumed that the same type of lease had been used all the time with this renter and the one before. This probably was not

always true but in general landlords usually negotiate about the same type of lease year after year except perhaps during a period of general economic adjustment when rents are being raised or lowered. Even then the type of lease would be very much the same but the rent payment might be different.

There did not appear to be any significant relationships between the type of lease and the length of time the present renter or the one before, had been on the farm (Table 19). There was evidence, however, that the operators with cash and cash share leases who had been on the unit less than five years tended more frequently to have a written type of lease. Comments from many of the operators while taking the survey indicated that many times a renter and the landlord would have a written agreement the first year and then if everything went satisfactory they renewed the lease orally and never bothered to write another lease. One renter who was a part owner, indicated that he had rented one place continuously from a land owner for 27 years and that the first year was the only time they had used a written lease.

TABLE 19

Length of time Present Tenant and Previous Tenant Operated Farm  
by Type of Farm Lease in Northwestern Oklahoma

Oral		Present Operator			Previous Operator		
		Less than 5 years	5-10 years	Over 10 years	Less than 5 years	5-10 years	Over 10 years
		Percent					
Cash		2.18	1.09	3.26	.82		.82
Cash Share	1/3	8.98	3.53	.27	2.99	2.99	1.36
	1/2	.54	.27		.27		
	other		.27		.27		
Total Cash Share		9.52	4.08	.27	3.53	2.99	1.36
Share	1/3	20.40	8.43	7.34	8.43	7.62	2.99
	1/2	3.81	2.45	2.18	1.36	1.09	.54
	other	.27	.82	1.36	.27	.27	.27
Total Share		24.48	11.70	10.88	10.06	8.98	3.81
Total Oral		36.18	16.86	14.41	14.41	11.97	5.98
<u>Written</u>							
Cash		4.62	2.18	.82	2.99	1.90	.27
Cash Share	1/3	6.53	4.62	1.09	10.61	1.63	1.36
	1/2						
	other						
Total Cash Share		6.53	4.62	1.09	10.61	1.63	1.36
Share	1/3	5.44	1.90	.82	2.99	1.36	1.36
	1/2	.54	.27	1.36	.27		.27
	other	.82		.54			
Total Share		6.80	2.18	2.72	3.26	1.36	1.63
Total Written		17.95	8.98	4.62	16.86	4.90	3.26



## CHAPTER V

### FARM ORGANIZATION AND THE TYPE OF LEASE

Farm organization as related to tenure may be approached from several different directions and conceivably can have very marked effects on the type of lease contract between the tenant and the land owner. It should be pointed out, however, that in comparing farms or groups of farms to determine the effect farm organization has on the type of lease it is difficult to group the farms into classifications of exactly the same farm organization because the farm organization differs on each farm and there is a strong tendency for the farms in an area to fade into and out of a particular type of farm organization. It is possible, however, to group the farms on the basis of their like characteristics and make comparisons in this manner.

With respect to the fifteen counties comprising this study the farm organization is fairly uniform as to type of farming carried on and kinds of crops raised. The sample is perhaps more uniform in this respect than the area in that schedules were taken primarily from crop farmers and the principal crop in most cases was wheat. Even though there was considerable similarity in the organization of the farms sampled in the three type-of-farming areas there was vast dissimilarity as to size, percent of unit in cultivation, amount of livestock, and productive out-put of the farm. By investigating these dissimilarities it was anticipated that some relationships between farm organization and type of farm lease may be determined.

Since the size of the farm business gives a convenient means for analysis of the farm organization as related to the type of farm lease, this approach was used. The farm organization factors used in this study in measuring size of a farm are: acres, productive output and amount of livestock. A fourth factor related to size, investment, has already been discussed in Chapter III.

Number of acres. The schedules were first grouped according to the total number of acres farmed including both rented and owned land (Table 20). It was found that the largest number of farms, over 38 percent, occurred in the size group of 150-300 acres and that the largest proportion of cash lease contracts was found in this group. It was expected that the largest portion of these operators would be in the tenant class because this particular size group includes all of the quarter section farms. Since the land is normally divided into 160 acre units the part owners would usually be expected to fall in the class intervals with larger acreages.

The highest proportion of cash share contracts was found in the next farm size group but there was a very sharp drop in the percentage of operators who had cash contracts. There were no cash leases found on farms greater than 900 acres in size. These relationships indicate that cash leases are more commonly used on small farms while share leases are found on farms of all sizes. One of the likely reasons for this might be that the absolute amount of rent paid would obviously be higher on the larger unit and this in itself might be one of the determining factors in the method of rental payment. When cash is paid the tenant assumes all of the risk involved in producing the crop and the tenant would be in a position to lose more on a large unit than on a small unit although his chances of loss may not be any greater.

TABLE 20

Total Number of Acres Farmed by Type of Farm Lease  
in Northwestern Oklahoma

All Farms		Less	150	300	450	600	750	900	Over
		than	to	to	to	to	to	to	1050
		150	292	499	592	749	899	1049	1050
		Percent							
Cash		.82	7.07	1.09	1.36	.54	.54		
Cash Share	1/3	1.63	11.70	10.06	2.72	1.36		.27	.27
	1/2		.54	.27	.54				
	other			.27					
Total Cash Share		1.63	12.24	10.61	3.26	1.36		.27	.27
Share	1/3	2.18	15.23	13.06	6.53	3.26	1.36	1.63	1.63
	1/2	.27	2.99	1.90	2.72	1.36	.54	.54	.27
	other	.54	.54	.82	.27		.27	.82	.54
Total Share		2.99	18.76	15.77	9.52	4.62	2.18	2.99	2.45
Total All		5.44	33.00	27.47	14.41	6.53	2.72	3.26	2.72

The tenant, then, will expect a higher marginal efficiency of capital if he is to bear all of the risk. His hesitancy to accept all of this risk would discourage him from paying as much cash rent on the large unit. The additional return available to the land owner if he rents his land for a share of the crop appears to be large enough to eliminate the possibility of cash leases occurring on most large units in cultivation. This of course is not true in the case of the rental of large units of pasture land. Here the risk of crop failure is less and the difficulty of administering a share type of contract would be much greater. Consequently virtually all of the pasture land in this area is rented for cash.

Another reason cash leases are seldom used on large units of crop land

TABLE 21

Size of Unit Leased by Type of Farm Lease  
in Northwestern Oklahoma

All Farms	Less than	150 to 150	300 to 299	450 to 499	600 to 599	750 to 749	900 to 899	Over 1049	1050
	Percent								
Cash	1.90	7.62	1.36			.27			
Cash Share	1/3	2.45	19.31	3.53	.27				
	1/2		.82		.54				
	other			.27					
Total Cash Share	2.45	20.12	3.81	.82	.27				
Share	1/3	6.53	25.27	6.80	3.26	1.36	.54	1.09	.54
	1/2	.82	5.17	2.45	.82	.27	.54	.27	.27
	other	1.09	.82	.54	.27	.54	.54	.54	
Total Share	8.43	31.28	9.78	4.08	1.90	1.63	1.90	.82	
Total All	12.78	59.02	14.96	4.90	2.45	1.63	1.90	.82	

probably lays in the fact that a more specialized type of farming is usually followed on the larger units and the share type of lease is less involved on a specialized farm than on a farm that is more diversified.

When the farms were grouped according to the size of the unit to which the lease pertained, approximately the same results were shown (Table 21). All but one of the units rented for cash were less than 450 acres in size but units leased for a share of the crop were found in all size groups.

Only 12 or slightly more than 3 percent of the 368 farms in the sample had no cash grain included in their crop organization and only 6.8 percent or 25 had less than 40 acres of cash grain. One-half of the units that reported less than 40 acres of cash grain had cash leases on them. Approximately one-half of the units with share and cash share agreements on them

TABLE 22

Number of Acres of Crop Land in Unit Leased by Type  
of Farm Lease in Northwestern Oklahoma

All Farms	Less	40	80	120	200	280	360	440	520
	than	to	to	to	to	to	to	to	and
	40	79	119	199	279	359	439	519	Over
Percent									
Cash	.82	4.90	2.72	1.63	.54				
Cash Share	1/3	.27	3.26	9.25	10.61	3.26	.54	.27	.54
	1/2			.82	.27			.27	
	other				.27				
Total Cash Share		.27	3.26	10.06	11.42	3.26	.54	.54	.54
Share	1/3		6.53	11.15	15.78	2.45	3.53	1.36	1.36
	1/2		.82	1.63	4.35	1.63	.82		.54
	other	.27	.82		1.09	.27			.54
Total Share		.27	8.16	12.78	21.21	4.36	4.36	1.36	2.45
Total All		1.36	16.32	25.56	34.27	8.16	4.90	1.90	2.99

had more than 120 acres of cash grain on them. The units with cash leases tend to have fewer acres of cash grain than do the units with share or cash share agreements.

Since a major portion of the cropland in this area is in cash grain a frequency distribution, (Table 22), of the cropland in cash grain shows practically the same thing as the analysis of the number of acres of cash grain in unit leased, (Table 23). Most of the leases in the sample were on units that had from 80 to 200 acres in crop land with most of the cash leases on units that had less than 80 acres in crop land, (Table 22). The range was considerably greater for the units with share and cash share agreements on them since 4.36 percent of the operators rented units with over 520 acres of crop land.

The productive output. The productive output value of the farm includes the gross market value of all items produced on the farm. Although a little over half of all the farms in the sample had a productive output of over \$8000 there were farms in the sample that had a productive output value of less than \$1000 (Table 24). A higher proportion of the tenant operators had cash leases while most of the part owners appearing in the lower group had share leases. However, it was found that over half of the tenants with cash leases had a productive output value of more than \$6000. In a comparison of the productive output of tenants versus part owners it was evident that the value of the tenants productive output was comparable with that of part owners, however, since tenants must pay rent on all that they farm it is probable that they would not have as high a family income as part owners. They could, however, have as high or even higher return on investment.

The size of the total productive output does not appear to be associated

TABLE 23

Total Number of Acres of Cash Grain on Unit by Type  
of Farm Lease in Northwestern Oklahoma

All Farms		Less	40	80	120	160	200	240	280	320
		than	to	to	to	to	to	to	to	and
		40	79	119	159	199	239	279	319	over
		Percent								
Cash		3.26	2.72	2.18	.27	.82		.27		
Cash Share	1/3	.54	3.53	10.06	6.80	2.45	2.99	.54	.27	.54
	1/2		.27	.27		.27				.27
	other			.27						
Total Cash Share		.54	3.81	10.61	6.80	2.72	2.99	.54	.27	.82
Share	1/3	2.45	5.17	12.78	11.42	1.63	1.08	1.70	2.99	4.90
	1/2	.27	1.09	2.45	3.26	1.36		.54	.27	1.36
	other	.27	.27	.54	.54	.27	.27			1.36
Total Share		2.99	6.53	15.77	14.96	3.26	1.36	2.45	3.26	7.62
Total All		6.80	13.06	28.56	23.39	9.52	4.36	3.26	3.53	8.43

with any particular type of lease (Table 24). This indicates that farmers with a large productive output do not necessarily have an advantage or disadvantage in obtaining a certain type of lease as far as the size of productive output is concerned. The analysis, however, of the total value of the crops produced on the farm clearly indicates that the cash type of lease is used on Farms that do not raise a large amount of crops, (Table 25). Half of the farm operators interviewed with cash leases produced less than \$2000 worth of crops while over half of those interviewed with share leases raised crops valued at \$5000 or greater. Half of the cash share tenants produced crops valued at over \$4000. This may indicate that the operators with cash leases usually practice a more diversified farming system and concentrate more heavily on livestock.

When the sample was analyzed according to value of the crops produced on the unit, (Table 26), there was a marked tendency for the units with cash leases to produce a smaller productive output than the units with cash share or share leases. Thirty-two percent of the units with cash leases produced crops valued at less than \$1000 while only 6 percent of the units with cash share and 5 percent of the share leases fell in this classification. Twenty-three percent of the units with share leases had over \$7000 worth of crops produced on them. This percentage was considerably above that found on units with cash or cash share agreements, (Table 26). This would appear to verify the assumption made earlier that the units with cash leases on them were in general more diversified than the units with cash share and share leases on them.

The other income to the farm was made up of wages earned off the farm, payments to veterans for on the job training, earnings from investments and



TABLE 24  
Total Productive Output of Farm by Type of Farm  
Lease in Northwestern Oklahoma

Tenant		Less	\$1,000	\$4,000	\$8,000	\$12,000	Over
		than \$1,000	to \$3,999	to \$7,999	to \$11,000	to \$19,000	\$20,000
		Percent					
Cash		.54	2.72	2.72	1.90	.27	.27
Cash Share	1/3	.27	4.36	12.78	5.44	1.36	.27
	1/2		.27	.54		.27	
	Other					.27	
Total Cash Share		.27	4.62	13.33	5.71	1.63	.27
Share	1/3	.27	7.07	12.24	5.98	5.71	1.36
	1/2		1.09	1.90	1.90	1.09	1.09
	other			1.63	.82	.27	.27
Total Share		.27	8.16	15.77	8.70	7.07	2.72
Part Owner							
Cash			.27	1.09		.27	.27
Cash Share	1/3		.27	1.09	.54	1.63	
	1/2				.27		
	other						
Total Cash Share			.27	1.09	.82	1.63	
Share	1/3		1.63	3.81	2.99	2.45	1.36
	1/2		.54	.82	1.36	.54	.27
	other					.54	.27
Total Share			2.18	4.62	4.36	3.53	1.90
Total All		1.09	18.22	38.35	21.48	14.41	5.44

TABLE 25

Productive Output Value of Crops of Total Farm by Type  
of Farm Lease in Northwestern Oklahoma

All Farms		Less	\$1,000	\$2,000	\$3,000	\$5,000	\$7,000	\$9,000	Over
		than	to	to	to	to	to	to	\$13,000
		1,000	1,999	2,000	29,999	30,000	39,999	40,000	
		Percent							
Cash		2.45	2.45	3.09	2.13	.82	.82	.82	.54
Cash Share	1/3	1.09	2.13	5.17	7.07	4.90	4.08	2.13	1.36
	1/2	.27		.27	.27			.54	
	other						.27		
Total Cash Share		1.36	2.13	5.44	7.34	4.90	4.36	2.72	1.36
Share	1/3	1.63	3.61	4.90	10.34	7.34	4.90	4.36	7.62
	1/2	.27	.82	.54	1.90	2.13	1.36	1.09	2.45
	other				.82	.82	.54	.54	1.09
Total Share		1.90	4.62	5.44	13.06	10.34	6.30	5.98	11.42
Total All		5.71	9.25	11.97	22.57	36.04	11.97	9.52	13.33

TABLE 26

Total Productive Output Value of Crops of the Unit Leased by  
Type of Farm Lease in Northwestern Oklahoma

All Farms		Less	\$1000	\$2000	\$3000	\$5000	Over
		than \$1000	to \$1999	to \$2999	to \$4999	to \$6999	\$7000
		Percent					
Cash		3.53	3.26	1.36	1.90		1.09
Cash Share	1/3	1.90	4.62	5.98	10.34	4.08	1.09
	1/2		.27	.27	.27		.54
	other						.27
Total Cash Share		1.90	4.90	6.25	10.61	4.09	1.90
Share	1/3	2.45	6.53	8.43	11.97	6.53	8.98
	1/2	.54	1.09	1.09	3.26	1.36	3.26
	other			.54	1.36	.54	1.36
Total Share		2.99	7.62	10.06	16.59	8.43	13.60
Total All		8.43	15.77	17.63	29.10	12.51	16.59

any other money income that the farmer received during the year. It was found that over half of the farmers interviewed had received income from other sources besides the farm and that the amount ranged from a few dollars to over \$5000 (Table 27). Nearly half of those that indicated that they had received outside income reported less than \$1000 and half of these fell in the group that received less than \$250. A slightly higher proportion of part owners reported no outside income and this might be attributed to the fact that more of the tenants were veterans and thus qualified for on the job training benefits. Three tenants indicated that they had received more than \$5000 in income not from the farm while only one part owner was in this group. In general, however, the amount of income earned off the farm did not appear to be associated with any particular type of lease.

TABLE 27

Other Income to the farm Besides Crops and Livestock by Type of  
Farm Lease in Northwestern Oklahoma

Tenant		Less than \$250	\$250 to \$499	\$500 to \$999	\$1,000 to \$1,499	\$1,500 to \$1,999	\$2,000 to \$2,499	\$2,500 to \$2,999	\$3,000 and over
		Percent							
Cash		2.18	1.09	1.09	1.90	2.72			.27
Cash Share	1/3	10.06	2.72	.54	2.54	4.35	2.18	.82	1.36
	1/2	.54			.27	.27			
	other					.27			
Total Cash Share		10.61	2.72	.54	2.72	4.90	2.18	.82	1.36
Share	1/3	13.33	4.35	1.09	2.99	5.71	3.54	.54	1.09
	1/2	4.90	.27			1.09		.54	.27
	other	1.26	.54		.27	.54		.27	
Total Share		19.58	5.17	1.09	3.26	7.34	3.53	1.36	1.36

TABLE 27 (continued)

Part Owner		Less	\$250	\$500	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000
		than	to	to	to	to	to	to	and
		\$250	\$499	\$999	\$1,499	\$1,999	\$2,499	\$2,999	over
		Percent							
Cash		1.09	.27			.27			.27
Cash Share	1/3	1.90	.82	1.09	.27		.27		
	1/2		.27	.54					
	other			.27					
Total Cash Share		1.90	1.90	1.90	.27	.27	.27		
Share	1/3	5.99	2.45	1.09	.82	1.09	.27		1.09
	1/2	1.90		.54	.27	.54	.27		
	other	.27	.27	.27					
Total Share		7.63	2.72	1.90	1.09	1.63	.54		1.09
Total		12.97	13.06	1.90	1.36	2.17	1.09		4.35

The amount of livestock. It would be expected that the presence and amount of livestock kept on the farm would be related to the land resources and the type of lease adopted would be the one that would enable the tenant and landlord to best utilize these resources.

When the analysis was made on the average value of livestock inventory there was a stronger tendency for the share lease operators to have no livestock on their farm than the cash or cash share operators although there was also a wider variation in the value of livestock kept by the share operators (Table 28). This could be considered as another verification of the hypothesis that the cash leases are most popular on those units that are more diversified and keep at least some livestock. There appeared to be a large group of share operators who kept no livestock and then another grouping that had an average livestock inventory of \$2000 to \$3000. The operators with cash and cash share leases tended to group within the range of \$2000 to \$4000 worth of livestock. The one-half share leases tended to have a similar frequency distribution as the one-third share leases. There did not appear to be any significant difference in the amount of livestock kept by tenants as compared with part owners except that there were more tenants that kept no livestock. As would be expected the average number of livestock that can utilize pasture followed very closely the picture shown by the average value of livestock per farm (Table 29). Thus indicating very little of the livestock in this area consisted of animals that cannot utilize pasture, such as hogs and chickens. It might be expected that the cash share type of lease could be most frequently found on the units that have some pasture but there did not appear to be any significant difference in frequency distribution between the share and the cash share type of lease with the exception that there was a much higher portion

TABLE 28

Average Value of Livestock per Farm by Type of Farm Lease  
in Northwestern Oklahoma

Tenant		No Live- stock	Less than \$1000	\$1000 to \$1999	\$2000 to \$2999	\$3000 to \$3999	\$4000 to \$4999	\$5000 to \$5999	Over \$6000
		Percent							
Cash		.27	.82	6.25	1.63	.82	1.36		.82
Cash Share	1/3	.54	4.90	7.34	3.81	2.99	1.90	1.36	1.63
	1/2			.27	.27	.27			.27
	other		.27						
Total Cash Share		.54	5.17	7.62	4.08	3.26	1.90	1.36	1.90
Share	1/3	5.71	7.89	5.17	6.80	2.72	2.45	.54	1.36
	1/2	1.90	.82	1.09	.82	1.09			1.36
	other	.82	1.09	.27	.54				
Total Share		8.43	9.79	6.53	8.16	3.81	2.45	.54	2.72

Table 28 (continued)

Part Owner		No	Less	\$1000	\$2000	\$3000	\$4000	\$5000	Over
		Live- stock	than \$1000	to \$1999	to \$2999	to \$3999	to \$4999	to \$5999	\$6000
		Percent							
Cash			.82			.27		.27	.54
Cash Share	1/3		.54	.82		.54	.54	.54	.54
	1/2		.27						
	other								
Total Cash Share			.82	.82		.54	.54	.54	.54
Share	1/3	.82	1.90	1.63	2.72	1.63	1.90	.82	.82
	1/2	.27	1.67	.82		.27			.54
	other		.27			.27		.27	
Total Share		1.09	3.81	2.45	2.72	2.18	1.90	1.90	1.36
Total All		10.34	21.21	23.66	15.59	10.88	8.16	4.62	10.61



of the operators with share leases that had no livestock. This would appear to indicate that if pasture resources are available on the farm it may have an effect on the type of lease in that a share of the crop is paid for the use of the cropland and cash paid for the pasture. This has traditionally been the purpose of the cash share type of lease but it was observed in interviewing many of the farm operators that the cash payment part of the lease represented in many instances a means of increasing the rent.

As would be expected the income from livestock and livestock products followed very closely the pattern already set for livestock (Table 30). There was a relatively higher proportion of operators with share contracts that had no income from livestock or livestock products than either the operators with cash or cash share contracts. Over 10 percent of the operators were share tenants that had no income at all from livestock. There were, however, some tenants who indicated that they received over \$5000 from livestock and livestock products. Over half of the operators interviewed indicated that they had received less than \$1000 income from livestock and livestock products.

The relative proportion of the various factors associated with size.

In order to determine if certain types of leases were in any way associated with the proportion rather than the actual amount of cropland or pasture in the unit the percent of the unit in pasture and in cropland was figured for each farm in the sample. It was found that there was a very marked tendency for the rented units that had a large percentage of cropland to have a share type of lease (Table 31). Over 23 percent of the operators interviewed rented units that had from 90-100 percent of the unit in cropland and 22.3 percent of these were on farms with a share rent agreement. There

TABLE 29

Average Number of Animal Units That Can Utilize Pasture by  
Type of Farm in Northwestern Oklahoma

All Farm		None	Less than 5	5-9	10-14	15-24	25-49	50-74	Over 75
		Percent							
Cash		.54	.54	1.36	3.81	1.90	2.18	.27	.54
Cash Share	1/3	.82	3.81	6.25	5.44	5.98	4.08	1.09	.54
	1/2		.27	.27	.27	.27		.27	
	other		.27						
Total Cash Share		.82	4.36	6.53	5.71	6.25	4.08	1.36	.54
Share	1/3	7.34	5.71	6.25	7.62	9.79	7.34	.82	
	1/2	2.13	2.45	1.36	.27	1.90	1.36	.82	.27
	other	.82	.82	.27	1.09	.54	.27		
Total Share		10.06	8.98	7.89	8.98	12.24	8.98	1.63	.27
Total All		11.42	13.87	15.77	17.95	20.40	15.23	3.26	1.36

TABLE 30

Income From Livestock and Livestock Products by Type of  
Farm Lease in Northwestern Oklahoma

		No Income	Less than \$500	\$500 to \$999	\$1000 to \$1999	\$2000 to \$2999	\$3000 to \$3999	\$4000 to \$4999	Over \$5000
		Percent							
Cash		.82	2.18	2.45	2.18	1.36	.82	.82	.82
Cash Share	1/3	2.72	5.17	7.07	6.25	4.08	1.90	.54	.27
	1/2		.27		.82	.27			
	other		.27						
Total Cash Share		2.72	5.71	7.07	7.07	4.36	1.90	.54	.27
Share	1/3	10.88	8.98	7.34	10.06	3.81	2.99		.82
	1/2	3.26	1.63	1.09	1.36	1.36	.82	.27	.82
	other	1.09	.82	.54	.82	.54			
Total Share		15.23	11.42	8.98	12.24	5.71	3.81	.27	1.63
Total All		18.76	19.31	18.49	21.48	11.42	6.53	1.63	2.72

TABLE 31

Percent of Unit in crop land by Type of Farm Lease  
in Northwestern Oklahoma

	Less than 20	20 to 29	30 to 39	40 to 49	50 to 59	60 to 69	70 to 79	80 to 89	90 to 100
	Percent								
Cash	.54	1.63	1.36	2.18	1.36	1.09	1.09	1.09	.27
Cash Share 1/3		.27	.82	3.81	4.35	4.08	8.16	5.44	1.09
1/2		.27					.54	.54	
other					.27				
Total Cash Share		.54	.82	3.81	4.62	4.08	8.70	5.98	1.09
Share 1/3		1.70	1.36	1.36	4.35	7.34	5.17	8.43	14.96
1/2		.27		1.09	.82	.27	1.63	1.63	4.90
other					.27	.54		.54	2.45
Total Share		2.18	1.36	2.45	5.44	8.16	6.80	10.61	22.20
Total All	.54	4.36	3.53	8.43	8.70	13.33		17.68	23.66

did not appear to be any significant difference in frequency distribution of the one-third and one-half share agreements. Both the cash and cash share agreements had a tendency to be on farms with a lower percentage of cropland with over one-half of the cash agreements on units with less than 50 percent of the unit in cropland.

When the percent of the unit in pasture was figured for each farm in the sample the conclusions drawn from the analysis of the percent of the unit in cropland were verified. The analysis showed that a higher proportion of the units with share leases on them had no pasture, compared with either the cash or cash share units (Table 32). In fact a larger number of the units with share leases had no pasture while the greatest number of cash share leases had from 10-20 percent of the unit in pasture. The class intervals 50-59 percent and 60-69 percent both had the same number of units with cash leases and they were high for the units with cash leases on them. One-half of the units with cash leases on them had 50 percent or more of the unit in pasture while over half (66 percent) of the units with cash share leases on them had less than 30 percent of the unit in pasture. The units with share leases in general showed even less pasture, 44 percent having less than 10 percent of the unit in pasture. The fact that the large number of the units with pasture on them had share leases indicates that in many instances no rent was charged for the pasture. Many of the farmers expressed the opinion that the extra cost would be greater than the added revenue derived from utilizing many of these small acreages of pasture. There were some instances in which the landlord permitted the tenant to make use of the pasture as he saw fit and collected no rent from the pasture. In other instances if the tenant wanted to make use of the pasture he was

expected to take care of some of the landlord's livestock along with his own. It was considered customary for the landlord and tenant to share the pasture as the crop was shared. If the tenant paid one-third of the crop as rent then the tenant was expected to take care of one animal of similar size and weight belonging to the landlord for each two of his own that were on the pasture.

The type of lease also appeared to be associated with the percent of cropland in cash grain. The operators with cash leases tended to have a smaller percent of their cropland in cash grain than did the operators with share or cash share leases (Table 33). Twenty percent of the units with cash leases on them had less than 50 percent of the cropland in cash grain while less than 3 percent of the units with cash share agreements and less than 6 percent of the share agreements fell in this category. On the other hand 67 percent of the units with cash share leases and 66 percent of the units with share agreements had more than 95 percent of the cropland in cash grain. One-half share and cash share leases tended to have the same frequency distribution characteristics as the one-third share and cash share leases. This fits in very well with the pattern shown by the amount of livestock on the farm by type of lease and verifies the fact that cash leases are more frequently found on farms that follow a more general type of farming and the more specialized farms that are more adapted to the growing of cash grains most frequently have a share type of lease.

TABLE 32

Percent of Unit in Pasture by Type of Farm Lease  
in Northwestern Oklahoma

All Farms	None	Less	10	20	30	40	50	60	70
		than 10	to 19	to 29	to 39	to 49	to 59	to 69	and above
Percent									
Cash	.54	.27	1.36	1.09	1.36	1.36	1.90	1.90	1.36
Cash Share	1/3	.82	1.09	8.70	6.25	4.35	2.99	2.72	1.09
	1/2			.82	.27				
	other					.27			.27
Total Cash Share	.82	1.09	9.52	6.53	4.62	2.99	2.72	1.09	.27
Share	1/3	13.87	3.81	8.43	6.52	4.35	4.35	1.63	1.09
	1/2	4.08	1.36	1.63	1.36	.27	.54	.82	
	other	2.18	.82			.82	.27		
Total Share	20.12	5.98	10.06	7.62	5.17	5.17	2.45	1.09	1.09
Total All	21.48	7.34	20.94	15.23	11.15	9.52	7.07	4.08	2.72

TABLE 33

Percent of Cropland in Cash Grain by Type of Farm  
Lease in Northwestern Oklahoma

All Farms	Less	40	50	60	70	80	90	95
	than	to	to	to	to	to	to	to
	40	49	59	69	79	89	94	100
Percent								
Cash	1.63	.54	1.53	.27	.54	1.36	1.09	2.45
Cash Share	1/3	.54		.54	2.45	2.72	2.18	19.31
	1/2	.27					.27	.54
	other				.27			
Total Cash Share		.82		.54	2.72	2.72	2.45	19.85
Share	1/3	1.36	1.09	1.36	1.36	1.90	1.36	30.19
	1/2	.54			.82	.27	.82	6.80
	other	.27		.27	.82			1.90
Total Share		2.18	1.09	1.63	2.18	2.99	7.62	38.99
Total All		3.81	2.45	3.26	2.99	6.25	11.70	61.47



## CHAPTER VI

### TERMS OF THE LEASE

Length of lease on unit. A great many people associate the length of the lease with the security of the tenant. This may be true in many instances but is not necessarily so in all cases. The fact that the tenant has a three or a five year lease does not necessarily mean that he is more secure than the tenant who rents a place one year at a time. Many tenants as well as landlords prefer not to commit themselves for more than one year at a time. In the analysis it was found that 88 percent of the leases used in this survey were for one year (Table 34). A big majority of the leases that were for more than one year in length were written. This would be expected because according to Oklahoma law an oral lease is not binding for more than one year. The Oklahoma statute provides that an oral lease for a period of more than one year is invalid and unenforceable.<sup>1</sup> Under leases of this type the tenant has no security of occupancy since he may be considered a trespasser and given a three-day notice to move.

In a large number of the leases that are just for one year there is a mutual understanding between the landlord and the operator that as long as the relationship is satisfactory the agreement will continue so that in many respects the tenant that rents land just one year at a time is as secure as the tenant who has a lease extending over more than one year.

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<sup>1</sup> Oklahoma Statutes 1941, Tit. 16, Sec. 4.

TABLE 34

Length of Lease by Tenure Types  
in Northwestern Oklahoma

All Farms		1 year	2 year	3 year	4 year	5 year	over
		Percent					
Cash		7.89	.27	1.36			
Cash Share	1/3	24.45	1.36	.54			.27
	1/2	1.36					
	other	.27					
Total Cash Share		26.11	1.36	.54			.27
Share	1/3	41.34	1.09	.54	.54	1.09	.27
	1/2	9.25		.27		.54	.64
	other	3.26			.27	.27	
Total Share		53.85	1.09	.82	.82	1.90	.82
Total All		87.85	2.72	2.72	.82	1.90	1.09

There are, however, several reasons why a tenant is not as secure as a land owner or even a part owner. The majority of the moves that a tenant usually makes are probably not because of any ill feeling or disagreement between the landlord and the tenant but may occur because the place is sold, a relative of the landlord wants the place or it may be that the tenant decides to move because he has found a better place to farm, a place with better improvements on it or a place that the tenant likes better because of its nearness to school, church or town. This feeling of insecurity could have very definite detrimental effects. Tenants who feel that they may have to move next year or even three or four years from now will not be as active in community functions, will not take as much pride in their home or their farm and will in all likelihood not be as interested in organizing the farm resources for the greatest long-run production. Some of these problems reach deeper, however, and all of the run down farms and soil erosion cannot by any means be attributed to the practice of tenancy. The insecurity of tenure becomes less of a factor when tenant and landlord are related because when this is the case the tenant can usually have the place for as long as he wants it or until he is able to buy. Even relatives die, however, and there is even the possibility of a disagreement so that some tenants who rent from relatives may not be any more secure than tenants who are not related to the landlord.

Questions concerning terms of the lease. Many terms of the lease have already been discussed but there were several miscellaneous terms that need to be considered that do not warrant a complete section in the analysis.

Actually the analysis of the terms of the lease verify the results found earlier in the study, that is, that operators with share leases

TABLE 35  
Terms of Lease by Type of Tenure for 368 Farmers in Northwestern Oklahoma

Terms of Lease	Type of Tenure	Yes	No	Not Stated
		Percent	Percent	Percent
Did landlord contact you?	Cash	24	63	13
	Cash share	43	52	5
	Share	45	45	10
Does your present lease state what crops should be planted?	Cash	2	98	0
	Cash share	23	76	1
	Share	20	80	0
Does the lease limit the kinds and number of livestock?	Cash	17	83	0
	Cash share	14	86	0
	Share	9	77	14
Does the lease permit the tenant to put additional buildings on the farm?	Cash	17	10	73
	Cash share	56	8	36
	Share	43	10	47
Does lease permit operator to remove buildings constructed at tenants expense?	Cash	54	20	26
	Cash share	56	6	38
	Share	39	7	54
Does lease permit operator to sub-lease any portion of the land?	Cash	12	51	37
	Cash share	6	68	26
	Share	9	61	30
Does lease permit operator to lease additional land?	Cash	73	2	25
	Cash share	84	3	13
	Share	82	2	16
Does lease state when and in what manner final settlement of rent payments are made?	Cash	68	20	12
	Cash share	39	37	24
	Share	22	50	28
Does lease provide or retain for owner any of the managerial functions?	Cash	2	83	15
	Cash share	12	65	23
	Share	10	67	23
Does lease permit marketing products when, where, and to whom operator pleases?	Cash	83	15	2
	Cash share	83	17	0
	Share	34	66	0
Are soil conservation practices specified in the lease?	Cash	10	90	0
	Cash share	15	85	0
	Share	13	87	0

work in closer conjunction with the landlord than do either the operators with cash or cash share leases, and the operators holding cash share leases fall in between these two extremes (Table 35). For instance, nearly twice as large a proportion of the operators with share leases compared with cash leases had been contacted by the landlord to operate the farm. The proportionate relationship for the operators with cash share leases was in between that of the operators with cash and share leases.

A large majority of the agreements did not contain any provision as to what crops were to be planted, in fact 98 percent of the operators with cash leases indicated that the lease did not state what crops should be planted (Table 35). It would be expected that the share agreements would more often contain a provision stating what was to be planted but 80 percent of the operators with share agreements indicated that there was no restriction in the lease as to what crops were to be planted. Even though this provision was not in the lease there was in many instances an understanding or what might be called an implied provision between the tenant and landlord as to what crop should be planted. The most profitable crop for both the landlord and the tenant in many instances was wheat and even though the lease did not mention that wheat was to be planted it was understood that wheat was to be the principle crop.

Most of the tenants indicated that there was no provision in the lease that restricted the kind and number of livestock kept on the farm. There were fewer operators with share leases that were restricted in this respect than operators with cash or cash share leases. Here again, however, was an instance where nothing concerning the situation was provided for in the lease but the operator knew that wheat, for example, was not to be pastured or that all of the place was to be planted to wheat and in the case of a

tenant operator there would be no opportunity to raise feed for any livestock. Some of the landlords did, however, have specific agreement with the operator on how much livestock was to be kept.

A large number of the operators in the sample indicated that the lease provided, that additional buildings could be placed on the farm at the operators expense and when the lease was terminated that the buildings or improvements could be moved (Table 35). There were quite a few operators who gave no answer to these questions and many of those who gave yes answers may have been confused as to the meaning of the question. For example, quite frequently the operator when interviewed would answer yes to the questions concerning the addition and removal of buildings and then make the comment that nothing had been said about additions or removal of improvements but that Oklahoma law would allow them to build and remove improvements that were not fastened securely to the ground. A building with runners instead of a foundation built by the tenant can be removed by the tenant upon termination of the lease.<sup>2</sup> The operators with cash and cash share leases appeared to be better informed of this fact than operators with share leases because a larger percentage of them gave yes answers.

Very few of the operators interviewed indicated that the lease would permit subleasing of the land (Table 35). In fact a large number of the operators commented when interviewed that no provision was in the lease stating that they could not sublease any of the land but they knew that the land owner would not want them to sublease. The degree of control exercised by the land owner over the land appeared to be stronger for the landlords who gave share or cash share lease because 9 and 6 percent of the operators with share and cash share leases respectively indicated that they could

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<sup>2</sup> Oklahoma Statutes 1941, Tit. 60, Sec. 4.

sublease the land while 12 percent of the operators with cash leases indicated that they could sublease the land.

Very few of the operators interviewed indicated that the lease would not permit the operator to lease additional land (Table 35). In fact those operators who did indicate that the lease would not permit them to rent additional land may have interpreted the question to mean: would the landlord permit them to keep renting the land they now farmed if they rented additional land? When questioned on this particular point a few thought that he would not. This would indicate some landlords may feel that the renting of additional land prevents the tenant from adequately taking care of their land.

Quite a large number of the operators interviewed indicated that the lease did not state when and in what manner final settlement of rent payments were made (Table 35). This appears strange but may be explained by the fact that many of the oral leases were consummated with a minimum of comments and both parties expect to abide by what is customary in the area. Since many consider that it is customary for cash rent to be paid in advance or at the beginning of the agreement and for share rent to be paid by delivering the landlord's share to the grainery or elevator at the time of harvest a provision of this nature, to them, seems unimportant. Many of the operators commented that they would not care to rent from a landlord that they could not trust and that they expected him to abide by what was customary in the area. This would appear to leave considerable room for disagreement but surprisingly enough very few instances were encountered where any trouble had been experienced between the landlord and operator and in those instances where there was trouble the settlement of the rent was not the reason for the friction.

There was, however, a larger percent of the cash leases than cash share or share leases which stated when and how rent settlement was to be made. This might be explained by the fact that a larger portion of the cash leases were written and a written lease is more apt to state the terms more definitely than an oral lease. Probably the most important reasons for this difference occurring was that landlords who gave cash leases supervised the farm less closely and therefore were more likely to state a time and place for the rent payment to be made. Also there is less likely to be a customary cash rent rate in the community whereas custom plays a very important part with the share type of lease.

Only 2 percent of the operators with cash leases indicated that the lease provided for the landlord to perform any of the managerial functions and only 12 and 10 percent of the operators with cash share and share leases respectively indicated that the leases had this provision (Table 35). The interpretation of this question was rather difficult for some because there would seldom be an instance in which the landlord would not make or at least help make some of the managerial decisions and in this area there would be many instances in which the crops to be planted would be implied. Although nothing was ever said about the crop organization it was understood that wheat was to be planted in the majority of cases. No specific terms were mentioned at the time the agreement was consummated unless the landlord or the tenant wants to make an exception to the cropland organization that has been practiced in the past.

The results do show, however, that the landlords in this area make very few of the managerial decisions on the farm that they rent out. Most of the operators with cash and cash share leases indicated that they were allowed to market their products wherever or whenever they pleased but over



half of the operators with share leases indicated that they were required to market their products at a place of the landlords choosing (Table 35). In the majority of cases this does not mean that the landlord is exercising coercion on the operator but it is customary through-out this whole north-western area of Oklahoma except for a few areas in the Panhandle, for the landlord to get his share of the crop delivered to the elevator and many times the division is made after all of the wheat is weighed in at the elevator. This particular arrangement does not work a hardship on the operator but there were isolated instances in which the tenant was required to market the crop at a certain point because the landlord had an interest in the elevator. In one instance a farmer in Major county commented that he was required to haul all of the grain 12 miles to an elevator of the landlord's choice when there was an elevator located only three miles from his farm. This however, was not a serious penalty on the tenant and indications are that this practice was not generally followed in the area.

A large majority of the farmers interviewed indicated that soil conservation practices were not specified in the lease (Table 35). This does not mean, however, that soil conservation practices are not carried on nor that the number of soil conservation practices followed by farmers who rent land was less than that for farmers who were full owners. It merely indicates that the problem is not yet to the point where both landlords and tenants are deeply concerned. In fact, in the majority of the cases where soil conservation practices were required the tenant was expected to pay all of the expenses incurred in following the conservation practices. This again does not mean that there is no soil deterioration in the area but the problem has not reached the point where the returns will be greatly increased by following certain soil conservation practices. In fact,

there were some operators that questioned the advisability of some of the recommended practices from an economic point of view. It would, of course, be more difficult to interest landlords or tenants in the use of soil conservation practices if increased returns cannot be expected.

Amount of rent payment. There did not appear to be any significant difference in the amount of rent paid by operators with oral or written leases nor was there any significant differences in the frequency distribution shown by part owner or tenant operators. There was, however, some very marked differences in the amount of rent the operators paid by type of lease (Table 36). Over 70 percent of the operators with cash leases paid less than \$500 rent and no operators with cash leases were interviewed that paid over \$2500 rent. Thus verifying the fact that in general farms with cash leases on them are smaller on the average in all respects than farms with share and cash share agreements on them.

The frequency distribution for the share and cash share leases followed very closely the same pattern, and the amount of the rent payment was considerably above that paid on the average by the operators with cash leases. Sixty-two percent and 64 percent of the operators with cash share and share rental agreements respectively paid in excess of \$1000 rent and there was a higher proportion of operators with share leases that paid over \$3000 in rent. One reason for this is that the share type of lease predominates in area I and there were some units in that area which were quite large.

There was a marked tendency noticed for the operators with one-half share leases to pay more rent than operators with one-third share leases. There were not enough instances of operators with share leases who gave one-half of the crop as rent to definitely determine a relationship in that group but for the operators with one-half share agreements, 80 percent of

TABLE 36

Amount of Rent Payment by Type of Farm Lease in Northwestern  
Oklahoma

		Less than \$250	\$250 to \$499	\$500 to \$749	\$750 to \$999	\$1000 to \$1499	\$1500 to \$1999	\$2000 to \$2499	\$2500 to \$2999	\$3000 and over
		Percent								
All Farms		3.53	4.35	1.09	1.09	.54	.27	.27		
Cash Share	1/3	.54	1.36	4.35	4.62	8.16	4.62	2.99	.54	.82
	1/2		.27			.27	.27			.54
	other								.27	
Total Cash Share		.54	1.63	4.35	4.62	8.43	4.90	2.99	.82	1.36
Share	1/3	2.45	2.72	5.71	7.07	8.70	5.17	3.27	2.45	7.34
	1/2	.27	.27	.54	1.09	1.36	1.36	1.09	1.36	3.53
	other			.27	1.09	.54	.82	.54		.54
Total Share		2.72	2.99	6.53	9.25	10.61	7.34	4.90	3.81	11.42
Total All		6.20	8.98	11.97	14.96	19.58	12.51	8.16	4.62	12.78

them paid over \$1000 in rent. There was a larger proportion that paid over \$3000 in rent. This particular relationship was expected because the landlord ordinarily furnishes more in a one-half crop share agreement than in a one-third crop share agreement and is therefore entitled to a larger rent payment.

Portion of crop expense shared by landlord. In over three-fourths of the agreements used in this survey the landlord did not share in any of the crop expenses of the farm (Table 37). The landlords in these agreements furnished only the land and buildings while the tenant furnished all of the equipment, labor and other items necessary in producing a crop. As might be expected, the majority of these leases were either cash, share one-third or cash share one-third. The one-half share and cash share leases were most usually found on those farms on which the landlord furnished over 15 percent of the crop expenses and the largest number were found in the class interval 15-19 percent. The one-third and one-half share agreements where the landlord furnished more than was customary for that type of lease would more than likely consist of those situations where the landlord and operator are related. There were, however, many instances where the agreement was the same between related landlords and operators as would be expected between landlords and operators who were not related.

There were some differences between type-of-farming areas that also might be mentioned. There was not as much variation in the portion of the crop expense furnished by the landlords in area I as in the other two areas (Table 38). Thirty-six of the 41 operators interviewed in area I indicated that they paid for all of the crop expenses and four of the remaining operators paid for all of the crop expenses except the seed wheat. One operator paid for all of the crop expenses except one-half of the seed

TABLE 37

Portion of Crop Expense Landlord Furnishes and What He Furnishes  
on 368 Farms in Northwestern Oklahoma

Percent expense landlord furnishes	Frequency	Crop expense items shared							
		Land prep.	Seed	Fertilizer		Harvest expense			
				Material	Distr.	Labor	Machy.	Supplies	
0	228	none	none				none	none	none
0	57	none	none	none	none		none	none	none
2.7	18	none	none	1/3	none		none	none	none
3.0	1	none	none	other	none		none	none	none
3.5	1	none	none	none	1/2		none	none	none
4.0	9	none	none	1/2	none		none	none	none
4.0	1	none	none	none	none		none	all	none
5.0	1	none	none	1/3	other		none	none	none
5.0	1	none	none	1/3	1/3		none	none	none
7.5	2	none	none	1/2	1/2		none	none	none
8.0	2	none	none	all	none		none	none	none
10.5	1	none	none	1/2	none		1/2	1/2	none
11.5	1	none	none	all	none		none	1/2	none
14.0	1	none	none				1/2	1/2	1/2
14.5	1	none	1/2	1/2	none		1/2	none	none
15.0	14	none	all				none	none	none
15.0	1	none	none	all	all		none	none	none
16.0	1	none	all	1/2	none		none	none	none
17.0	1	none	none	1/2	none		none	all	all
17.0	1	none	1/2	none	none		1/2	1/2	1/2
18.0	2	none	all				none	1/2	none
18.5	1	none	1/2				1/2	none	1/2
20.0	1	none	all	all	none		none	none	none
21.5	2	none	1/2				1/2	1/2	1/2
21.5	1	none	1/2	1/2	1/2		none	all	none
24.0	1	none	1/2				1/2	none	all
26.0	1	none	all				1/2	none	1/2
28.0	1	none	all	all	none		1/2	1/2	1/2
29.0	3	none	all				1/2	1/2	1/2
32.0	3	none	all				none	all	all
32	1	none	1/2	all	all		1/2	1/2	1/2
32	1	none	all				all	all	none
37	2	none	all				other	other	other
44.0	1	1/2	1/2	1/2	1/2		1/2	1/2	1/2
45.5	3	1/2	1/2				1/2	1/2	1/2
unclassi- fiable	1	other	other	other	other		none	all	all

wheat and one-half of the harvesting expenses. Four of the five landlords in area I who paid for part of the crop expenses were related to the tenant. The leases that were classified under "other" were all one-fourth share leases.

The portion of crop expense shared by the landlords in area II was a little more varied. Sixty of the 68 operators interviewed in area II paid all of the crop expenses but the remaining eight had a multiplicity of variations in what each was to furnish. One of the main reasons why a more varied frequency distribution occurred was that area II was more diversified in its type of farming and a number of different farming practices were carried on. Since the use of fertilizer was rather new in this area there was a wide variation in the practice of sharing the fertilizer expenses if it was used. Some landlords paid for all of the fertilizer and the tenant applied it, others paid for the fertilizer as the crop was shared. The fact that fertilizer was not widely used in this area and the differences in the sharing of expense due to community custom and family agreements were other reasons why some landlords furnished a larger portion of the crop expense than others.

Although the largest percentage of landlords did not furnish any of the crop expense in area III there was a larger proportion that did furnish part of the crop expense than in areas I and II. The variation was also much greater, for example, there were quite a few share and cash share one-third agreements in which the landlord furnished part of the crop expense. There were some landlords with share and cash share one-third agreements who furnished a larger percentage of the crop expense than other landlords who had share and cash share one-half agreements. The break, however, was more definite and in general if the landlord furnished over 15 percent of the crop expense he received one-half of the crop as rent.

There are two reasons why one-half share agreements occur in northwestern Oklahoma. In areas where there is high quality wheat land, such as that found around Cherokee in Alfalfa county, the yielding capacity is such that it is quite profitable for tenants to furnish all of the crop expenses and give one-half of the wheat as rent. For example, the crop expense incurred on high yielding wheat land is little or not greater than that incurred on low yielding wheat land. Therefore, if a tenant had the alternative of farming a place on which the average yield for wheat was 12 bushels per acre and gave one-third of the grain as rent or farm a place on which the yield averaged 24 bushels per acre but the rent was one-half of the wheat, he would find it to his advantage to take the farm with the higher rent. The other instance in which the landlord usually received one-half of the grain as rent is where he furnishes part of the crop expense. Usually the lower the quality the land the more the landlord will have to furnish in order to get one-half of the crop as rent. On the other hand, however, custom in some cases may be a stronger influence than economic considerations in determining type of agreement found and what the landlord is to furnish.

The most frequent means by which the landlords contributed towards the crop expense was by furnishing all of the seed wheat (Table 37). Many landlords found that it was well worth their while to furnish their tenants with good quality seed wheat. The other means by which the landlords contributed towards the crop expense were varied and different in almost every case but in general the landlords generally furnished all or one-half of the seed wheat and furnished all or one-half of some other item, such as fertilizer or part of the harvesting expense. It would be expected that in most of those instances where the landlords contribution towards

the crop expense which involved machinery, that the tenant and landlord were probably related. An exception to this might be where custom harvesting was used on the rented land and the landlord and operator shared half and half in this expense.



TABLE 38

Portion of Crop Expense Shared by Landlord Using Average Costs by Type of Farm Lease in Northwestern Oklahoma

		None	Less than five					Over 40
			5-9	10-14	15-19	20-29	30-39	
		Percent						
<b>Area I</b>								
Cash		.27						
Cash Share	1/3 1/2 other	.27						
Total Cash Share		.27						
Share	1/3 1/2 other	7.34			.27 .82		.27	
Total Share		9.25			1.09		.27	
Total Area I		9.79			1.09		.27	
<b>Area II</b>								
Cash		2.72	.27					
Cash Share	1/3 1/2 other	3.26					.27	
Total Cash Share		3.26					.27	
Share	1/3 1/2 other	10.06	.27	.27	.27	.27	.27	.27
Total Share		10.61	.27	.27	.27	.27	.27	.27
Total Area II		16.32	.54	.27	.27	.27	.27	.54

TABLE 38  
Continued

		None	Less than five	5-9	10-14	15-19	20-29	30-39	Over 40
Percent									
<b>Area III</b>									
Cash		7.89							
Cash Share	1/3	19.31	4.36	.54		.27			
	1/2		.27			.54	.27		
	other	.27							
Total Cash Share		19.58	4.62	.54		.82	.27		
Share	1/3	21.76	2.99	.82	.27	.54	.27	.27	
	1/2	.82			.54	3.53	1.90	1.09	.27
	other	1.36	.27						
Total Share		23.93	3.26	.82	.82	4.08	2.18	1.36	.27
Total Area III		51.40	7.89	1.36	.82	4.90	2.45	1.36	.27
<b>Total Area</b>									
Cash		10.88	.27						
Cash Share	1/3	23.39	4.36	.54		.27			
	1/2		.27			.54	.27		.27
	other	.27							
Total Cash Share		23.66	4.62	.54		.82	.27		.27
Share	1/3	38.90	3.26	1.09	.27	.82	.27	.27	
	1/2	1.09			.54	4.62	2.18	1.63	.54
	other	2.99	.27						
Total Share		42.98	3.53	1.09	.82	5.44	2.45	1.90	.54
Total Area		77.52	8.43	1.63	.82	6.25	2.72	1.90	.82

## CHAPTER VII

### SUMMARY AND CONCLUSIONS

The purpose of this study was to determine what factors are associated with the type of farm lease held by crop farmers in northwestern Oklahoma. This particular study represents one phase of a larger study dealing with land tenure the object of which was to secure information pertaining to leasing practices in order to permit an objective approach to this phase of the tenure problem in Oklahoma.

The characteristics of the operator, such as: age, number of years farm experience, marital status and whether or not the operator had served in the armed services did not appear to have very much affect on the type of lease contract. Other characteristics of the operator, such as: education, total investment controled, amount of operating capital invested by the operator and the total investment of the land owner, did appear to be associated with the type of lease.

The characteristics of the landlord that appeared to be associated with the type of lease included: age of the landlord, relation of landlord to tenant, occupation of the landlord, distance landlord lives from the farm, whether or not the landlord had an agent look after the farm, whether or not the landlord had farmed the place himself, length of time landlord had owned the farm, and the length of time last two renters had operated the farm. The number of farms owned by the landlord did not appear to be significant.

Factors of farm organization that were found to be associated with the type of lease included: the size in total acres and in the number of acres in the unit the lease was on, the productive output of the farm, the amount of livestock and the relative proportion of the various enterprises on the farm.

Those terms of the lease that were found to be associated with the type of farm lease included: the length of the lease, the proportion of the crop expense shared by the landlord and the amount of the rent payment. Other provisions that dealt with the kind of crops to be planted, number of livestock, permission to remove buildings constructed at tenants expense, manner in which rent settlement is made, etc., did not appear to be associated with any particular type of lease.

#### Conclusions.

1. Renters who have finished highschool tend to have a share type of lease more often than do renters with less education. The reason probably being that they have larger businesses.
2. The leasing agreements between nonrelated landlords and operators conformed much more closely to what could be considered customary than the agreements between landlords and renters who were related. The greatest degree of variation was found in those cases where the landlord was either the mother or father of the renter.
3. Landlords who have never engaged in farming tended to favor the cash type of lease while landlords who were actively engaged in farming or were retired farmers tended to favor the share and the cash share type of lease.
4. The greater the distance the landlord lived from the farm the greater the tendency for the landlord to give a written lease up

to a distance of 75 miles. At distances greater than 75 miles the proportion of written leases to oral leases remained relatively constant.

5. Most landlords are interested in the ownership of land as an investment and prefer to look after the leasing of it themselves rather than turning it over to an agent.
6. Landlords who gave cash leases did not take as active an interest in the land that they owned as did landlords who gave share and cash share leases.
7. Landlords who gave cash leases had, in general, owned the land a shorter length of time than landlords who gave share or cash share leases.
8. Size of the farm business measured by: total investment controlled, amount of operating capital invested, total investment of the land owner, total acres farmed, number of acres in unit lease was on, acres of cropland in unit, the productive output, are all associated with the type of farm lease. In general the share leases are found on all sized farms, the cash share leases on small and middle sized farms and the cash leases on the smaller farms.
9. The type of farming was also associated with the type of farm lease. In general the cash and cash share type of lease was found on the general more diversified type of farm and on farms on which there were more livestock, a larger proportion of pasture and a smaller proportion of the cropland in cash grain.
10. Very few of the leases that are more than one year in length are oral.

11. Most of the landlords do not furnish anything towards the crop expense but with the increased use of fertilizer the trend is for the landlord to furnish a portion of the fertilizer expense. This expense is usually divided as the crop is divided.
12. The one-half share and cash share leases were most usually found on those farms on which the landlord furnished over 15 percent of the crop expense.
13. There was not as much variation in the type of leases or the portion of the crop expense the landlord was to furnish in type of farming area I as there was in type of farming areas II and III.

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