

SHARE TENDENCY IN JHARKHAND FARMS

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Share tenancy is an institution which still exists in the agrarian scenario of India. It is a consequence of the increase in two categories of people in rural India, the absentee landlords and those who have labour and skill, but are landless or do not have enough land for their own cultivation. The present paper examines tenancy in Jharkhand, specially land lease transactions, the tenancy structure and the impact of land lease contract in the agrarian scenario of Jharkhand.

Keywords : Tenancy, Land Lease, Share Cropping.

INTRODUCTION

The agrarian scenario of India has witnessed a vast change since Independence. The distribution of operational holdings has deteriorated in the majority of states. The extent of operated area leased in has declined almost everywhere but very unevenly. These changes in the agrarian structure reflect the combined impact of several factors such as; growing demographic pressure, urbanization, state measures to alter distribution of land through land reforms, private purchase and sale of land and technological change in agriculture. It has been observed that landlords in the rural areas, have acquired education and moved into urban non-farm occupations, so they have found it necessary to lease out their land. Some of the better off landlords who migrated from rural to urban areas have maintained their hold on agriculture land owned by them. Absentee landlords are leasing out their land to register their presence in the rural areas.

The demographic pressure on land has induced petty landowners to lease out or sell their land. The new farm technology induced many landowners to resume land for self-cultivation but low return from agricultural produce, higher growth of cost of cultivation and an inefficient agricultural marketing system are causing young educated rural farmers to withdraw from farming. They prefer nonagricultural occupations in urban and semi urban areas. The process of economic modernization is entailing a gradual decay of traditional farming system in our country. Thus, unfavourable conditions in the rural areas are causing migration of landlords to urban areas and they have found it necessary to lease out their land.

Practice of sharecropping is universal, however, it has been an inefficient institution as compared to the fixed rent arrangement. Different contractual arrangements exist in the Indian farm sector. Different economists, including Marshall have argued that sharecropping is an inferior contractual arrangement as against fixed-rent contracts, because under fixed-rent contract the tenant has all the incentives to maximise production. Whereas, under sharecropping the tenant is effectively left with only a fraction of total output and therefore many under supply his farming efforts. However, with uncertainties in agricultural production, a risk-averse tenant prefers sharecropping as such an arrangement that provides a mechanism by which production risks are shared between the landlord and the tenant.

Share tenancy (Land lease practice) is an institution, which is very much in operation in Indian agriculture. Share contracts in agriculture co exist with other contractual arrangements but they dominate in technologically backward agrarian regions. In general, four types of contractual

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arrangements prevail in agriculture : (a) Output Share Contracts; (b) Fixed Rental in Cash; (c) Fixed Rental in Kind; and (d) Wage Contract.

Bardhan & Srinivasan (1971), Hanumantha Rao (1977), Jodha (1981), Parthasarathy. G. (1991) have viewed share tenancy as an inefficient form of land tenure. Srivastava (2000) has explained the changes in the land labour contractual relations in the land lease market, whereas Murty (2004) has observed the dominance of large farmers in land lease market.

Hallagan (1978), Muthoo (1998) have explained the co-existence of fixed rent and sharecropping arrangements in agricultural contracts. The high skilled tenants work under fixed rent contracts while tenants with lower skill prefer sharecropping. Basu (1992), Sengupta (1997) have explained that rich and efficient tenants also prefer to work under fixed rent contract while poor and lower skilled tenants once again prefer sharecropping.

The land lease practices in Eastern India, especially in Jharkhand, throw up some distinct features of lessor-lessee relationship. The present paper makes an attempt to assess empirically the variation in the extent and forms of contracts in agriculture in two districts of Jharkhand. The paper is organized in four sections, Section II deals with the study area and the nature of data. The nature and the extent of contractual arrangements, ownership and distribution of land and tenancy, is discussed in Section- III, Section IV examines the impact of land lease contracts and section – V presents the concluding remarks.

LAND LEASE TRANSACTION IN JHARKHAND

The agrarian scenario in Jharkhand presents three modes of cultivation. Firstly, self-cultivation by the family members of the landlord; secondly, self cultivation with the help of permanent farm labourers called 'Dhangars' and thirdly share cultivation. 'Dhangars' in Jharkhand are generally hired for one agricultural season and are paid both in kind (agricultural produce) and cash annually. A 'hangar' is just like a family member of the landlord; he takes his meal with the family members of the landlord and also participates in the decision making of the agricultural activities of the family. Large farmers generally adopt the second mode of cultivation.

Share cultivation in Jharkhand where land lease transaction takes place, lessors belong to various sizes of land ownership. Pure lessors (rentier class) are insignificant in number. The big lessors generally prefer the landless and marginal cultivating households as their tenants. Through this arrangement, the landlords indirectly exploit the tenants' family labour by interlinking land leases with labour hiring. Cultivating households with lower economic status are obliged to enter the lease markets as tenants, often under onerous lease contracts. This is especially true for the landless, petty and marginal land owners since even a bit of additional land area provides additional employment to their family members. So, the incidence of tenancy is relatively higher in the marginal and small size classes of farmers than in the larger size classes in Jharkhand.

Contractual arrangement in agriculture is of three types in Jharkhand, Share-Cropping Contract, Fixed - Rental Contract and Labour Contract. The first type of contractual arrangement is most popular, where tenants and the landlord share the yield on fifty-fifty basis. The landlord does not provide anything for cultivation to the tenants except land. However, now-a-days HYV seeds are being used for cultivation and as these seeds are costly, the landlords have started to bear half the cost of the seeds and the fertilizers used in cultivation. In case of cash crops, this system of sharing the cost of cultivation is in practice in the region. The second form of contract is of two types (a) Fixed Produce Contract (b) Fixed Cash Contract. In the fixed produce contract of share tenancy, the landlord and the tenant come into an agreement on a fixed amount of yield which the tenant will have to give to the landlord after the harvesting season. In case of a crop failure or bad crop, the tenant will have to bear it, however, in case of a bumper crop, the landlord does not have any claim

on the surplus crop. In fixed cash contract of tenancy the tenant and the landlord agree on a fixed amount of cash, which the tenant pays after the harvesting season. However, this form of land lease is seldom practiced in the region. In the decision on rent fixation, rent system and various other related matters, the landlords play passive roles in sharp contrast to their tenant. Unlike the rising spate of recorded tenancy in West Bengal, the land leases in Jharkhand are still mostly unrecorded. The possibility of eviction of the tenants at the free will of the landlord is still rampant. The third type of arrangement is the labour contract, where the landlord employs agricultural labour for cultivation. Small and marginal farmers prefer this mode of cultivation. Landlords who are not in a position to maintain the required pair of plough for cultivation throughout the year and are otherwise engaged in some non-farm activity in the village prefer this mode of cultivation.

METHODOLOGY

To examine empirically the land lease contract in Jharkhand, primary data was collected both through purposive and random sampling methods. Ten villages, five each from Ranchi and Lohardaga districts of Jharkhand were selected. Ranchi and Lohardaga are selected from two stratified agricultural zones of the state. Ranchi falls in a **Progressive Agricultural Zone (PAZ)** and Lohardaga, although it shares the common geographical boundary, differs in respect to agricultural development and is in **Backward Agriculture Zone (BAZ)**. From each of the selected villages, households on the basis of stratified random sampling were selected. The sample for the study consists of 200 tenant households and their landlords (82 households) as well as 50 households which supply labour under permanent labour contract. The sample households were classified in two ways: (i) Agrarian Class (on the basis of land ownership status); and (ii) Size class (on the basis of operational land status) of cultivators. The information on various terms and conditions of tenancy, labour contracts and socio-economic characteristics of households was collected for the harvesting season 2004-2005 from the two districts. The basic difference between the two districts is in cropping pattern, intensity of cropping, crop productivity and use of modern inputs. The cropping intensity in Ranchi has been around 140 percent while it is about 110 percent in Lohardaga. There is a substantial difference in the use of modern farm inputs between the two districts, the fertilizer use per hectare of net sown area of Lohardaga has remained more or less stagnant during the last ten years while it has increased by 1.85 times in Ranchi. The cropping pattern in both the districts is dominated by rice, however, in Ranchi district, vegetables are being cultivated intensively. There is a wide gap between the crop productivity of the two districts.

DATA ANALYSIS

The two districts are distinctly placed at varying levels of agricultural development. It is expected that the agrarian structure between the two would also differ. Hereafter, Lohardaga district is referred to backward agricultural zone (BAZ) and Ranchi as progressive agricultural zone (PAZ). For analyzing the contractual arrangements in agriculture we have considered three types of contractual arrangements. Share cropping arrangement, fixed rental arrangement and permanent labour contract.

In Jharkhand, the lessors belong to various sizes of land ownership. It has been observed that the distribution of land is one of the major determinants of size and nature of land market. Table 1 shows that the land distribution is highly skewed in favour of the landlords.

The contractual arrangement in agriculture depends upon the distribution of land in the area. The landlords in the BAZ and PAZ, respectively, own six and four times more land than their tenants. The unequal distribution of land implies varying economic positions of the participants in the lease market, which may influence their bargaining power in determining the terms and conditions of tenancy contracts. Table 1 also shows that the area under tenancy is slightly higher in the BAZ. Similarly, an analysis of contractual structure in terms of number of contracts shows that tenancy

Table 1, Distribution of Land Among the Sample Farmers

Zone	Average Size of Holding		% of owned area under lease	Types of Lease (in %)		
	Lessee	Lessor (Landlord)		Share Cropping Contract	Fixed Renal Contract	Labour Contract
BAZ	3.09	18.83	21.85	76.80	19.17	04.03
PAZ	4.69	18.08	18.86	65.91	22.09	12.70

Source : Primary Data

accounts for 82 per cent and 77 percent of all contracts in the backward and progressive zone, respectively [Table-2(a) & 2(b)]. Further, share contracts dominate the lease market in the backward areas, whereas the fixed rental contracts are more common in the progressive region. It implies that there exists a negative association between the incidence of tenancy and agricultural development and the share contract gives way to fixed rental and wage contracts with the technological changes in agriculture since the technological changes make crop cultivation more remunerative and the landowners previously leasing out land resume land for self cultivation.

Our study indicates that share cropping is stable across the regions (BAZ & PAZ) and does not seem to be influenced by technological change. This is due to the fact that share-cropping mode of contractual agreement in agriculture is rooted in tradition.

Contractual structure according to the ownership of land shows that the landless households have restricted entry in the lease market, particularly in PAZ [Table 2(a) & 2(b)].

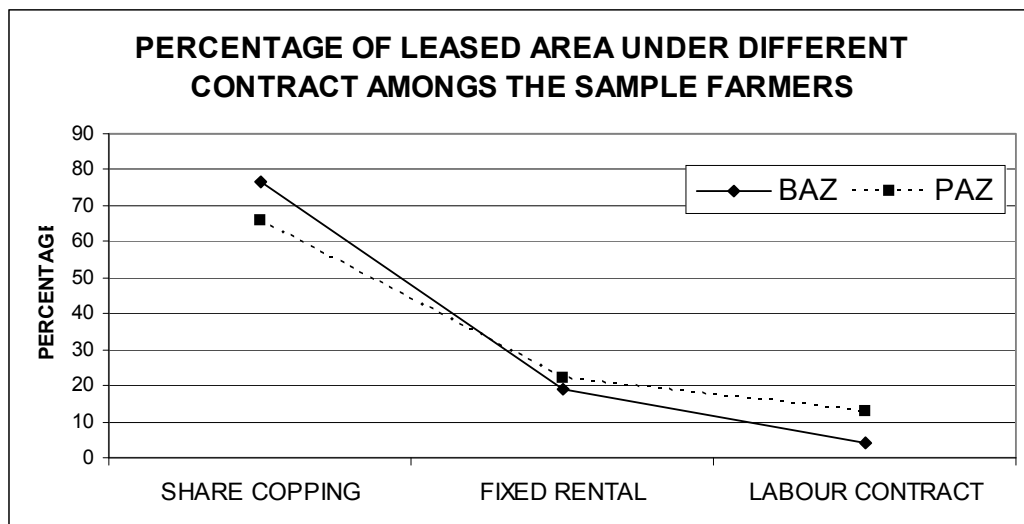
Table-2(a) : Contractual Arrangements in Backward Agriculture Zone (BAZ)

Sl. No	Type of Contract	Farm Size / Category					
		Landless	Marginal	Small	Medium	Large	Total
1.	Share Cropping	17	09	17	23	06	72
2.	Fixed Rental	09	07	05	10	06	37
3.	Permanent Labour	17	03	03	—	—	23
4.	Overall	43	19	25	33	12	132

Table-2(b) : Contractual Arrangements in Progressive Agriculture Zone (PAZ)

Sl. No	Type of Contract	Farm Size / Category					
		Landless	Marginal	Small	Medium	Large	Total
1.	Share Cropping	05	06	07	12	—	30
2.	Fixed Rental	09	06	13	20	13	61
3.	Permanent Labour	25	02	—	—	—	27
4.	Overall	39	14	20	32	13	118

In fact, one or more members from 39 percent of the landless households in BAZ and from 64 percent of the landless households in PAZ work as wage labourers on a permanent basis. On the other hand, the lease market in both the regions is dominated by the medium farmers. In PAZ, the fixed rental contracts are, by and large, dominated by the medium and large farmers mainly because of their greater capacity to bear the risk. As mentioned earlier, there are two types of fixed rental - fixed cash and fixed produce rental. The choice between fixed cash and fixed produce contracts is



mainly dependent on the ability of tenants to pay the rent in advance, those who can afford to pay the rent at the time of agreement of the contract prefer fixed cash over fixed produce contracts or vice versa.

In the land lease market, the supply of leased land is mainly done by the large landowners (Table-3). The large land owners comprise about 80% and 65% of the total land leased out in backward and progressive zones of the study area, respectively. Landowners, other than the large farmers, lease out major portions of their holdings but their share in total leased out area is very small.

This is due to the fact that a majority of them are non-resident landlords who, because of their alternative occupations in the urban areas, find small holdings uneconomical for self-cultivation. Absentee landlordism is quite negligible among large farmers, whereas it is widely prevalent among small holders of land. Majority of the absentee landlords in the backward region lease out land on share basis rather than on fixed rent basis, while the converse is true in the progressive region. There might be several factors which regulate the converse behaviour of non-resident landlords of the backward and progressive regions. The choice of contract for non-resident landowners varies with their physical and social distance from the village. A person with a job in the city nearer to his village and having adequate cultivation skills may exercise strict supervision on the land and is more likely to prefer share contract. Similarly, a non-resident landowner having close relatives in the village would prefer share contract since any problem on the part of a tenant would be reported to him by his relatives. The non-resident land owners who generally possess neither supervisory skills nor access to information prefer tenants with better resources and also prefer fixed rental contract.

The distribution of leased in area across different size groups of tenants indicates that though the medium and large farmers are fewer in number yet they account for more than 50 percent of the leased in area. The large farmers alone account for about 10 percent and 13 percent tenancy contracts in the backward and progressive regions, respectively, but their corresponding share in leased in area is 16.72 percent and 21.21 percent (Table 4). It points towards an emerging tendency for capitalist tenancy in agriculture, particularly in a technologically progressive region.

Table–3, Distribution of Land Area Owned by Landlords and their Share in Leased out Area

Contract and size Group	Backward Region (BAZ)				Progressive Region (PAZ)			
	No. of Land lords	Average Area Owned (Acres)	Percentage of owned Area leased out	Share in leased out area (percent)	No. of Land lords	Average Area Owned (Acres)	Percentage of owned Area leased out	Share in leased out area (percent)
I. Share Cropping	28	26.2	23.92	100.00	15	21.60	18.31	100.00
Marginal	0	—	—	—	01	2.50	100.00	2.61
Small	03	3.91	100.00	5.69	02	4.00	100.00	11.57
Medium	03	9.05	76.82	10.00	02	8.20	69.29	22.90
Large	22	32.51	22.11	84.31	10	30.51	13.38	62.92
II. Fixed Produce	10	24.66	18.96	100.00	13	20.21	23.13	100.00
Marginal	0	—	—	—	0	—	—	—
Small	01	4.00	78.00	4.36	03	4.50	100.00	9.76
Medium	01	9.00	100.00	10.13	03	8.50	75.00	18.61
Large	08	29.20	16.50	85.51	07	31.94	17.50	71.63
III. Fixed Cash	04	18.53	24.53	100.00	12	23.48	24.84	100.00
Marginal	0	—	—	—	0	—	—	—
Small	01	4.02	50.00	6.58	02	4.00	85.86	10.52
Medium	01	9.00	68.00	29.32	02	8.25	52.50	19.85
Large	02	30.56	16.97	64.10	08	32.16	23.24	69.63

The decision of the households to enter the lease market is based, *inter alia*, on the land owned by them, the quantity of owned area, i.e. Don land and Tanr land¹ and the quality of land to be leased in. Table 4 presents these statistics for area owned and operated by different categories of tenants. It may be noted that there is an inverse relationship between owned land and the percentage of operational area leased in, irrespective of the form of contract. The average area owned by the share tenants in the backward region is not much different from that of fixed renters, while the size of holding in the progressive region increases as the tenancy contracts become more commercialized.

Table–4, Distribution of Leased in Area Among the Different Size of Sample Farms (in %)

Sl. No	Farm Size	Type of Contracts							
		Share Cropping		Fixed Produce		Fixed Cash		Overall	
		BAZ	PAZ	BAZ	PAZ	BAZ	PAZ	BAZ	PAZ
1.	Landless	19.77	12.90	15.63	17.52	09.90	03.70	10.96	11.36
2.	Marginal	07.58	12.90	14.58	01.46	09.09	13.33	08.92	09.09
3.	Small	18.34	33.07	25.00	29.93	12.12	05.93	19.15	22.73
4.	Medium	40.13	39.36	37.23	20.83	28.89	42.42	35.61	38.25
5.	Large	14.18	01.77	23.96	13.86	27.28	48.15	16.72	21.21

On the other hand, the average size of leased in holding is negatively associated with the commercialization of tenancy in BAZ, whereas it is positively associated with commercialization in PAZ.

The share of different categories of tenants is also important in the land lease market, which is also analysed in this study. (Table-5)

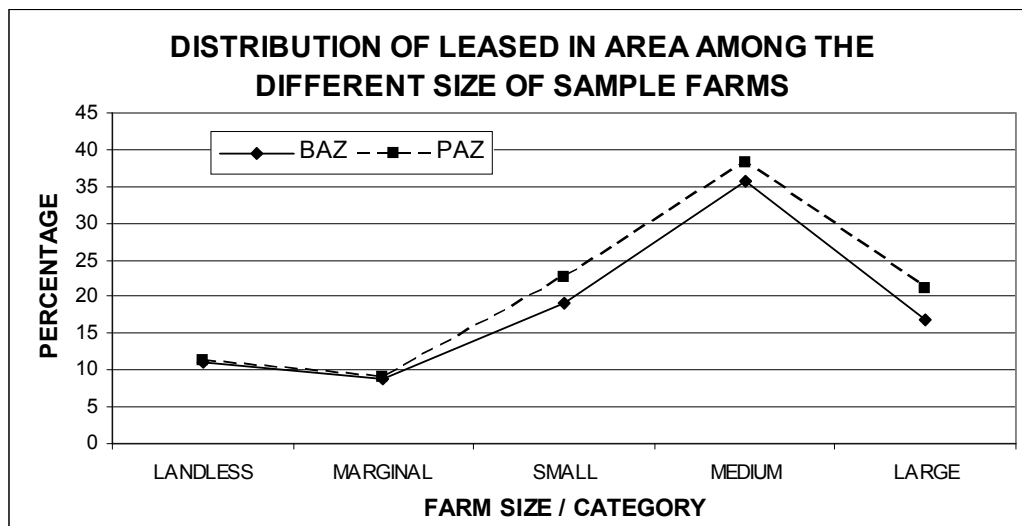
Table-5, Distribution of Land Area Owned by Tenants and Their Share in Leased in Area

Contract and size Group	Backward Region (BAZ)			Progressive Region (PAZ)		
	Average Area Owned (Acres)	Average Operational Area	%age of Operational Area Leased in	Average Area Owned (Acres)	Average Operational Area	%age of Operational Area Leased in
I.Share Cropping						
Landless	0.00	3.45	100.00	0.00	3.00	100.00
Marginal	1.87	8.11	78.17	1.00	3.00	66.67
Small	3.42	7.84	56.38	3.60	7.70	53.25
Medium	6.66	12.85	48.17	6.18	10.82	42.88
Large	16.66	26.33	36.73	16.25	21.00	22.62
II. Fixed Produce						
Landless	0.00	4.41	100.00	00.00	1.98	100.00
Marginal	2.00	5.11	60.86	2.00	3.50	42.86
Small	3.25	7.00	53.57	3.00	6.00	50.00
Medium	6.85	10.17	32.65	5.57	9.25	37.84
Large	13.00	8.75	30.67	12.00	16.50	27.27
III. Fixed Cash						
Landless	0.00	2.50	100.00	0.00	2.67	100.00
Marginal	2.00	4.60	56.52	2.00	4.67	57.17
Small	3.32	6.00	44.50	3.54	7.27	51.31
Medium	5.84	9.84	40.95	6.42	10.67	39.83
Large	20.22	27.44	26.31	6.42	10.67	39.83

A farm household with less amount of Don and Bari land² would prefer to lease-in Don land so that it can get an assured income from crop production and to avoid the risk of rent default. This holds true for all the categories of tenants of both the regions. The proportion of leased-in area of Bari land is less under share tenancy than under fixed rent contracts. This is because of the fact that share tenancy has the incentives to share the risk between the tenant and landlord while under fixed rent contracts, the tenant bears the entire risk in crop production. This suggests that the initial resource base of the tenants is one of the important factors determining their risk taking capacity and consequently, the form of contract. As technology penetrates, uncertainty reduces, inequalities in land distribution narrows down and markets develop and consequently there is a change from share to fixed rental and wage contracts. The supply side of the lease market is mainly constituted by large landowners.

IMPACT OF LAND LEASE CONTRACTS

The incidence of contractual arrangement in agriculture is much higher in the villages which are nearer to the urban centers and have a higher impact of urbanization. However, the most important question to be answered is whether the contractual arrangement of agriculture is fair or not. The nature of the land lease contracts and the degree of exploitation of tenants under contractual arrangement mainly depend on the relative economic status of the landlord and their tenants. The difference between the landlord and tenant in terms of economic status is more pronounced in the villages of Progressive Agriculture Zone (PAZ) than in the Backward Agriculture Zone (BAZ). A greater economic inequality between the tenant and the landlord brings about a higher incidence of land lease contracts in PAZ villages than in the BAZ villages.

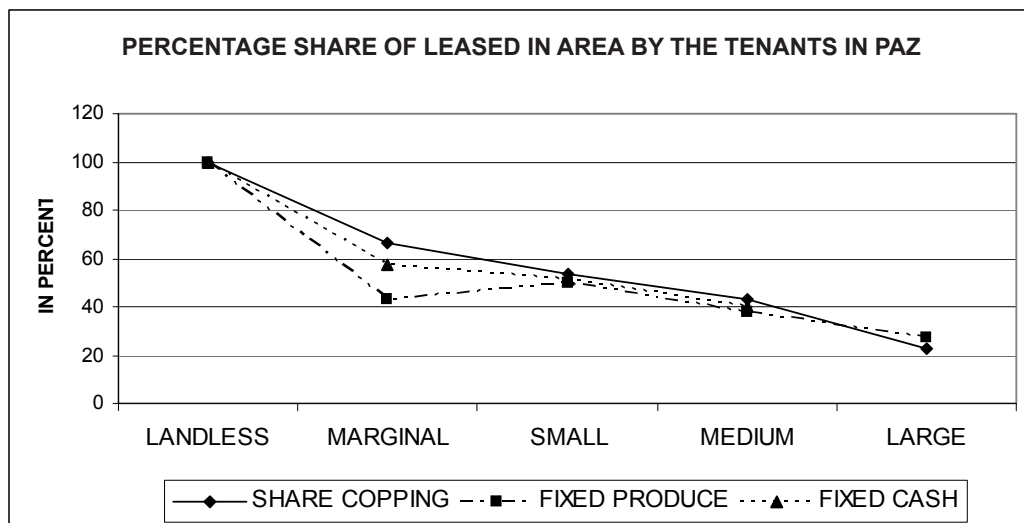
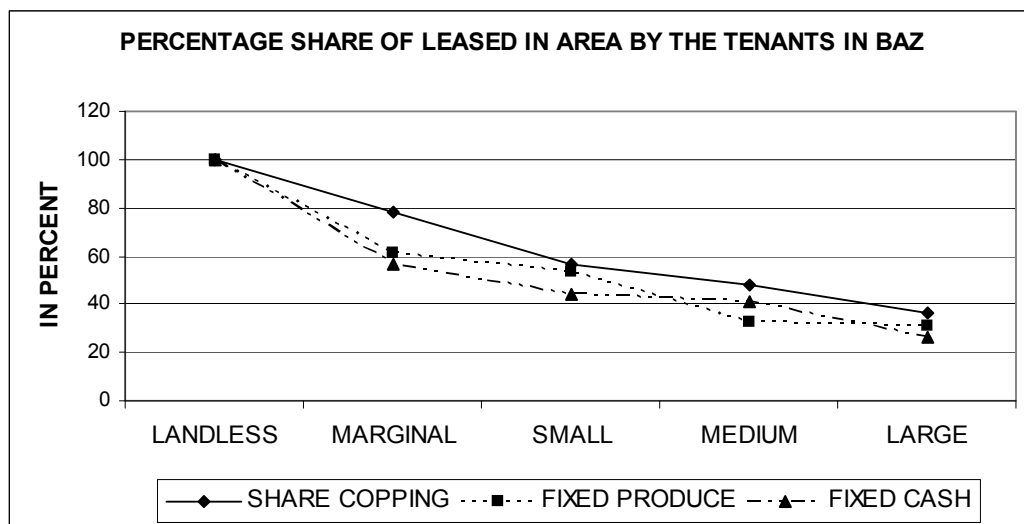


A farmer once deciding to operate in the land lease market has to choose a particular set of lease arrangements. This depends upon the tenant's resource constraints. A tenant household, endowed with surplus working hands in the family, naturally opts for labour contract.

There are cases of tenant exploitation in the land lease market. The rental exploitation is a common mode which exists under all types of lease arrangements, where the lessor charges excess rental as extra economic coercion on the tenant. But the remunerative exploitation, where the lessor pays under wages to the tenant's family is greater in the PAZ. It has been observed that some tenant households seek consumption loan in order to meet their financial deficit from their landlord and this lease credit nexus is also relatively greater in PAZ. In overall terms, the rate of exploitation of tenants is much greater in land labour and credit nexus compared with that under any other form of lease arrangements.

EFFECT ON TENANT'S OWN CULTIVATION

Our study also analyzed the impact of land lease on the tenant's own cultivation. For this, we examined as to what is the impact when the family members of a tenant are engaged in the fields of their landlord (lessors), especially during the peak season. For this, the production performance was analyzed on the basis of a few important production parameters emanating from our field data. In respect of average yield rates, average use of inputs and the implicit family labour cost per acre cropped, there are rarely any significant differences (Table - 6).



Thus, it has been observed that both the categories of tenants are on the same footing in respect of land use, use of new inputs, application of own family labour and yield per acre. Thus, the land lease arrangements do not adversely affect their production performance. Although the tenants are obliged to supply some labour to their lessor, yet they do not have to squeeze its applications for their own cultivation.

1. In Jharkhand DON is the low agricultural land with higher fertility whereas TANR is the lesser fertile high agricultural land.
2. Bari lands are those lands which are used for cultivation of vegetables and pulses. Generally such lands have assured irrigation through wells.

Table-6 , Difference in Average Yield Per Acre, Inputs Used Per Acre and Family Labour Cost Between Tenants with Own Land and Tenants Without Own Land (Landless)
(In Rs.)

Category Cost	Yield Per Acre			Inputs Per Acre			Implicit Family Labour		
	TWL	LLT	D	TWL	LLT	D	TWL	LLT	D
PAZ	2550.0	2971.0	- 421.0 (-0.607)	251.0	269.0	-18.0 (-0.140)	303.0	231 (0.632)	72.0
BAZ	2223.0	2144.0	79.0 (0.070)	164.0	120.0	44.0 (0.219)	369.0	327 (0.227)	42.0

Notes : *TWL* = Tenants with own land; *LLT* = Landless Tenant; and *D* = Difference
Figures in parentheses are 't' values of mean difference

CONCLUSION

The comparative analysis of the agrarian structure of Jharkhand shows that different forms of contracts exist simultaneously in different regions. However, share cropping is the dominant form of contract in the region. The tenants of the region select the contracts according to their abilities, those with greater capabilities select fixed rental contracts and with less capability select share contract. Absentee landlordism is mainly prevalent among small holders of land. The non resident land owners lease out their land to those having a better resource base. The big resident landlords lease out their land to the landless, small and marginal farmers who generally lack managerial skills and the resident landlord may supervise the cultivation. The lease market operates in an environment of trust and confidence between the contracting parties. However, 'exploitation' of tenants prevails in the land lease market in Jharkhand, yet its adversities on a tenant's production and income are not very clearly visible.

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