The Scully Land System in Marion County

HOMER EDWARD SOCZOLFSKY

BY 1900 William Scully was known as the owner of the largest acreage of farm land in the United States. His holdings amounted to more than 200,000 acres. The property was about equally divided between the states of Illinois, Nebraska, Kansas and Missouri. Yet the proprietor, a man who did not believe in publicizing his business, was almost unknown even in those four states.

I. THE BEGINNING OF THE SCULLY LAND SYSTEM

The story goes back many years. The fifth son of an Irish Catholic landowner, Scully enjoyed social advantages from the time of his birth in 1821 in county Tipperary, Ireland.1 When he was in his 20’s he inherited part of the family estate and became known all over Ireland as a hard landlord. After an unpleasant experience, he sold part of his Irish holdings and journeyed to America about 1849 or 1850 for the purpose of investing his wealth.2 He went west looking for good soil. In addition, he bought, for a mere trifle, 160 land warrants from soldiers who had fought in the Mexican war. Each warrant was good for 160 acres of land.3

Scully’s first purchases were of prairie land in Logan county, Illinois.4 On part of his property he built a large house and several barns and began to stock his place for general farming. In 1854, Mrs. Scully’s failing health forced a return to England,5 and he again became active on his Irish estate. His attempt to rehabilitate these lands caused trouble.6 There were evictions, threats on...
Scully’s life and eventually death to some of his followers. Thereafter he centered his attention on his American holdings. By the 1890’s he had sold all his Irish land not entailed and had only two tenants and a little grazing land in Ireland.7

Using the income from his Illinois land, the money from the sale of the Irish estate and money he obtained on loan from Rothschild’s, of London,8 Scully began buying more American real estate. He again prospected, with a small spade, for the type of soil he wanted.9

By 1900 he had amassed 220,000 acres of farm land in Illinois, Nebraska, Kansas and Missouri. The total cost of this land is said to have been about $1,350,000.10 Due to discrepancies in the reported price of the Missouri land the total cost may be a million dollars more. This land was not always contiguous. Much of it was in scattered holdings in at least 11 counties of four states.

Much criticism was directed at William Scully, the landlord, during the 1880’s. Newspapers carried on anti-Scully campaigns and at least ten states passed laws regulating the ownership of land by non-resident aliens.11 Congress even passed a law, which went into effect July 1, 1887, to regulate absentee alien ownership in the territories and the District of Columbia.12 Probably it was this deluge of laws which caused Scully to take out naturalization papers in the fall of 1895. His naturalization was completed about 1900.

The business center of the William Scully estate was in Lincoln, Ill., the county seat of Logan county. Locations of agents’ offices were in Marion, Kan.; Butler, Mo.; Nelson, Neb., and several other places. In 1937 a total of 14 agents and subagents, including those in the head office transacted business with the 1,200 tenants on the Scully farms.13

Scully apparently disregarded the criticism directed against him. He kept about his business, inspecting his properties and carrying little sacks of soil away from each farm. His tenants believed he was making a collection of soils, but he was actually getting samples from which he could have chemical analyses made. He had definite

8. Kansas City Star, January 27, 1919. Scully secured affidavits that his land in Illinois was producing and with these credentials to back him up he got his loan from Rothschild’s.
9. When Scully first began to buy his American land he carried a spade so that he could sample the soil of prospective purchases. This spade was used in later land purchases.
11. Indiana, 1886; Illinois, Nebraska, Wisconsin, Minnesota and Colorado in 1887; Iowa in 1888; Kansas and Idaho in 1891, and Missouri in 1895.
ideas of how a Scully farm should be operated and he incorporated his ideas in his leases.

William Scully softened as a landlord in his last few years. Those in close contact with him spoke highly of his character. Most of his tenants were so sure of his honor and generosity that they trusted him implicitly. They would accept new terms in a lease without question. He was proud to point out that there was a waiting list of farmers who wanted to lease his land. He cited the census records to show that tenant farming was increasing. In later years much of the antagonism against him died out.

In 1905 Scully transferred most of the land to his wife. The next year he gave a nephew, John C. Scully, of Peoria, Ill., about 9,000 acres in Butler county, Kansas. In 1906 the Scullies took a trip to England, where on October 17, he died at the age of 84. His body was brought back to Washington for burial.

The value of the estate which Scully had given to his wife just before his death was estimated at between $25,000,000 and $50,000,000. It remained almost intact in his widow's hands, agents administering the lands much as they had before.

II. THE SCULLY SYSTEM IN MARION COUNTY DURING SCULLY'S LIFE

In July, 1870, William Scully made his first purchase of land in Kansas. Central Kansas at that time was called “away out West.” In June he obtained a team and driver and began to make a careful study of the unoccupied public domain, which at that time was rapidly dwindling. He carried with him a little spade and boxes, cans and buckets. Samples of the soil were taken and careful maps of the places from which the soil came were made. From a chemical analysis of these samples of soil, he chose the land he wished to buy.14

At the Junction City land office Scully filed for 14,060 acres in Marion county and 1,160 acres just across the line in Dickinson county.15 Many people have been justified in asking how Scully managed to get the land he wanted at the Junction City sale. The line to the sale office formed for several days with some of the people eating and sleeping in line. Those at the head of the line got what they wanted but some farther back did not. They found out later that Scully had bought their preference in land but they did not see him in line.


15. Gates, op. cit., 35, 39. All the old-timers who saw the land before they bought used some procedure to determine the type of soil and its suitability. Many of them carried small spades just as Scully did. One in particular, the father of J. C. McIntosh, of Marion, dug about one hundred holes in one section before he bought the land.
To take care of his land in Marion county and to act as his agent, Scully secured the services of A. E. Case, well-known Marion pioneer. The landlord came to visit his land regularly each year during the 1870's and sometimes his wife came with him. On each visit he would be most exact and careful in all of his transactions. He would visit his holdings and make minute notes of everything connected with his real estate. Included in these memorandums were notes giving the lay of each farm and the location and extent of every improvement and the exact location of wells, trees, fences and orchards.

On one of these visits to Kansas in the early 1870's, Mr. and Mrs. Scully stopped at the town hotel in Marion. Drought, hot winds and grasshoppers were causing extreme shortages. After one meal at the hotel, Scully found the landlady and apologized because Mrs. Scully had left a small piece of bread on her plate. He assured the landlady that it would not happen again.18

During the 1870's Scully added to his holdings in Marion county. His agent made arrangements for the purchase of farm land owned by people living all over the United States and even parts of Canada. He bought large and small acreages. From the land speculator, John Williams, of Springfield, Ill., he bought 9,440 acres at a cost of about two dollars an acre.17 On November 29, 1878, he made preliminary plans for the purchase of land from the Atchison, Topeka and Santa Fe Railroad Company. The deed was executed December 5, 1878, giving him 7,023.46 acres of scattered land in Marion county at a cost of $29,316.69.18 In four other deeds is recorded other land bought from the Santa Fe. The total of the former railroad land bought by Scully in this one county was 8,622.46 acres which cost him $88,012.07.19 Scully made a few other purchases in Kansas from large operators but mostly he bought improved land from individuals. These purchases averaged three quarters of a section in size.

A sample check on Scully land shows that his land in Marion county has never been mortgaged. Most of it has not had more than four or five owners since it was sold by the government. For example, Sections 33, 34 and 35, Township 17 South, Range 3 East of the 6th Principal Meridian, were sold by the government in 1869 for the minimum price of $2,400 to an Emporia speculator. He sold the

land the same year to W. J. Barney for $3,840. The following spring Barney sold all except 400 acres to Louis Tuckerman for $3,040. The other 400 acres plus an additional quarter section were sold to Morton Redmond for $1,120. Six years later Scully bought the 1,520 acres from Tuckerman for $4,240 and the 400 acres from Redmond for $1,200.

The NW¼ Section 3, Township 18 South, Range 3 East had even fewer owners before Scully bought it. The patent on this land was obtained with land scrip issued to a private in the Georgia militia during the War of 1812 and eventually assigned to Erastus M. Burgoyne. Burgoyne sold his quarter section to William Scully for $518.70. 20

In the 1880's Scully bought land in Butler county, Kansas. He also purchased at this time a large amount of land in Marshall county, Kansas, and Gage county, Nebraska. The following table shows the price paid for the land in Kansas bought between 1870 and 1886.

<table>
<thead>
<tr>
<th>Location</th>
<th>Acres</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marion county</td>
<td>55,666</td>
<td>$179,197</td>
</tr>
<tr>
<td>Dickinson county</td>
<td>1,120</td>
<td>1,400</td>
</tr>
<tr>
<td>Butler county</td>
<td>8,605</td>
<td>77,410</td>
</tr>
<tr>
<td>Marshall county</td>
<td>5,115</td>
<td>55,252</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>70,506</td>
<td><strong>$313,259</strong></td>
</tr>
</tbody>
</table>

In 1885 when Scully made some of his last purchases of land in Marion county, his agents would prepare an agreement with the prospective sellers of the land. The agreement would hold until the abstract of title had been examined by the landlord and found to be complete. 22

After the holdings in Kansas became larger, Scully asked A. E. Case to become his full-time agent in Marion county. However, Case had his real estate business and could not spend the time needed to adequately take care of the Marion county land. So the landlord appointed William Fox, who set up his office in Marion. Besides taking care of the Scully land, Fox represented many prominent insurance companies and enjoyed a good business. 23 Fox's agency was a limited one. The only written instructions from the landlord were:

23. Marion Register, May 26, 1886.
I authorize F. W. Fox, of Marion, Marion county, Kansas, to receive all
my rents, and to make and enforce all collections for me in Marion and Dick-
inson counties, and to sue for the same whenever he himself shall think it
advisable to do so; and to take other proceedings for the recovery of same
as he may be advised to do by Mr. C. W. Koehnle, of Lincoln, Illinois, or
other of my duly-appointed agents in the United States. 24

On one of his yearly visits to Marion county, he was driven by
his agent to his various farms. Fox, knowing that Scully was an
Irishman, thought that he would enjoy meeting a typical Irish set-
tler, so they stopped at the farm of Tommy Meehan.

"Meehan, meet Lord Scully," Fox said.

Meehan asked, "What did you say?"

Fox again said, "Meet Lord Scully."

Meehan growled, "Get the hell off my land. He isn't any more
a lord over here than anyone." 25

Opposition was developing against the landlord in Marion county,
too, just as it did in other areas where he owned land. The Marion
Register carried on a rabid anti-Scully campaign starting after the
introduction of a bill into congress in 1886 which was expected to
curb "Scullyism" in the territories. Under the heading, "Tyrant
Scully," one article told about Scully who owned "20,000 acres . . .
situated in Marion county" for which he got a "cash rent of $2 to
$3 per acre." 26 On January 12, 1887, the Register continued its
campaign by reprinting an article about "Scully the 'Bum'" who
had some "dukedome" in Marion county. The Register continued
with the statement that if "farmers would absolutely refuse to rent
his lands, then we would have him corraled." Other Kansas news-
papers followed the lead of the anti-Scully Register. The Topeka
Daily Commonwealth came out with an editorial February 6, 1887,
denouncing Scully and the curse he had given to Marion county.
The Peabody Graphic also got into the fight with an article, "Skin-
ning Scully," in the issue of February 11, 1887. The Atchison Daily
Champion favored a law curbing Scully. 27

An opposition newspaper, the Marion Record, finally came around
to an anti-Scully editorial February 14, 1890, after the "mud-sling-
ing" Marion Register had ceased to exist. The Register had con-
tinued the fight through the first half of 1887 and considered itself
in a class with the New York Times, the Chicago Tribune, and other
influential newspapers who were giving wide publicity to the "out-

25. Interview with J. C. McIntosh, at Marion, April 5, 1947.
26. Marion Register, May 5, 1886.
27. Ibid., March 9, 1887.
rages" of Scully and other foreign landlords. In one issue it advocated that an "unrelenting boycott should be adopted by citizens of Marion county which would force Robber Scully to sell his land. Keep up the agitation; it accomplishes wonders." 28 A week later it reported that "petitions [opposing Scully] which The Register has been sending all over the country . . . are gradually bearing fruit." This issue also mentioned the Nebraska law, just passed February 14, which prohibited non-resident aliens from acquiring real estate in Nebraska. The bill had been "introduced with special reference to a London capitalist named Scully. . . ." A short time later a letter was printed which said, "Every citizen of Marion county should enlist in the fight and do all in their power to rid the county of that tyrannical [sic] landlordism which is keeping many away, and pauperizing the few who have ventured in on the land." 29

There were also exhortations to "come up and sign our anti-Scully petitions." On March 2, 1887, the Register published a partial list of men in Marion county who thought Scully was a curse to Marion county farmers. The crusade was carried to the state legislature when 200 copies of the Daily Register were distributed among representatives and senators. This issue had an article about Scully under the heading, "His Royal Nibs." A resolution was introduced in the state legislature against absentee alien land ownership. The land was to revert to the state on the death of the alien. The agitation continued in March with such statements as, "Anti-Scully is the war cry," "Compel Scully to sell his land" and the "Scully system" was "nothing more nor less than the feudal system as it prevails in Ireland." Personal mention was made of persons from out of town who came in to sign the petition which was to be presented to the state legislature.

In April, an article in the Register, datelined Springfield, Ill., stated, "Scully . . . is doing his best to transplant the rack-renting system in this commonwealth." 30 The issue of the following week said:

It is said Lord William Scully, the Irish landlord who owns 100,000 acres of land in Illinois, and has initiated in that state practices that have made English landlords objects of hatred in Ireland, owns also 100,000 acres of land in Kansas. The people of Illinois appear to have determined that he must either sell his land there or become a citizen of the state. A like policy should be pursued here. No rack-rents should be permitted in the state of Kansas. 31

28. Ibid., February 9, 1887.
29. F. M. Smith of Troy, Ohio, Letter to the editor.—Ibid., February 23, 1887.
30. Ibid., April 20, 1887.
31. Ibid., April 27, 1887.
By July, after the state legislature had failed to take any action, the anti-Scully agitation had almost disappeared from the Register. As a parting shot, the Register of July 27, 1887, under a heading of, "His Royal Nibs Again," tells of the "damnable curse to Marion county and her prosperity. . . . Robbers and thieves are detestable, but Scully is a good deal worse."

While Illinois, Nebraska and other states were passing laws restricting the purchase and ownership of real estate by absentee aliens, the state legislature in Kansas, after the introduction of several bills and much legislative maneuvering, did not think it could constitutionally pass such a law. So a joint resolution to amend the constitution was approved March 4, 1887, to be submitted to the people at the general election the following year. The amendment to be voted on was as follows:

. . . section seventeen of the bill of rights of the constitution of the state of Kansas be so amended that it shall read as follows: Section 17. No distinction shall ever be made between citizens of the state of Kansas and the citizens of other states and territories of the United States in reference to purchase, enjoyment or descent of property. The rights of aliens in reference to the purchase, enjoyment or descent of property may be regulated by law.32

Not much was said about the proposed constitutional amendment, though it was mentioned by a newspaper not personally involved in the matter one way or another.33 The amendment played a minor role in the election of 1888. Interest was centered on the races for governor and for president. The amendment developed no outstanding opposition and carried in every county in the state. The statewide ratio of the vote in favor of the amendment was about 14 to 1. In Marion county where the issue was one of local interest the ratio in favor of the amendment was about 23 to 1.34

When the legislature met in 1889 the governor in his message suggested that the legislature follow up the amendment by passing a law regulating the ownership of land by absentee aliens. A bill was presented but the house and senate could not agree and no law was enacted.

Again in 1891, Gov. L. U. Humphrey reminded the legislators of the constitutional amendment of 1888. He said, "such change in the organic law of the state was an expression on the part of the people in favor of such restriction, and it should be supplemented by the necessary legislation."35 Senate bills Nos. 22, 62 and 165

33. The Evening Tribune, Lawrence, August 7, 1888.
34. Sixth Biennial Report of the Secretary of State of the State of Kansas, 1886-1888, pp. 117, 118.
35. Proceedings of the Senate of . . . Kansas, 1891, p. 44.
were introduced, all dealing with the absentee alien landlord problem. Bills Nos. 22 and 62 had been sent to the judiciary committee and were indefinitely postponed. Senate bill 165, introduced by Sen. H. E. Richter of Council Grove, was an act "in regard to aliens, and to restrict their rights to acquire and hold real estate, and to provide for the disposition of the lands now owned by non-resident aliens." This bill went through the legislative machinery starting January 22, 1891, when it was introduced, to March 6, when it was signed by the governor.

This Kansas law, added to the other anti-Scully measures in other states, may have influenced Scully's decision to become an American citizen. There were other restrictions limiting a non-resident alien's ownership and disposal of land which were disagreeable to Scully and he could get around all of them by taking out naturalization papers.

In the 1880's, Dr. Gillette came to Marion to help with the administration of the Scully land. A short time later, John Powers came from Lincoln, Ill. He became one of the best known of Scully agents. The firm of Fox and Powers is mentioned in the Marion Record of January 24, 1890. Powers set up his permanent residence in Marion and lived there as a Scully agent until he died in the 1920's.

Although Scully did not enjoy a favorable press, many of his tenants backed him. One wrote a letter which appeared in the Marion Record, February 25, 1887. The writer of the letter had rented land for the previous four years. During the first three years he had raised an average of 55 bushels of corn an acre, which at the payment of half of the grain at 25 cents a bushel, amounted to a rent of $6.87 per acre. The preceding year he had rented Scully land which was just as good for three dollars an acre. He was not bothered by having the landlord run one hundred head of cattle in the field right up to corn planting time as his former landlord had done. The renter had gotten no improvements in either case. He voiced the sentiments of many Scully renters when he wrote, "it takes a rustler to pay his rent in Kansas in a dry season." He also wrote that the landlord's agent had treated him in a "gentlemanly manner."

In London, on July 20, 1888, William Scully deeded all the Marion county land to E. Angela Scully, his wife. A second deed was made out the same day, deeding all the Marion county land back to William Scully. Both of the deeds were signed before Thomas M. Waller, consul general of the United States in London. The first deed was filed at the Marion county register of deeds at ten o'clock
A.M., September 26, 1892. The second deed was filed 45 minutes later. The purpose of these deeds is not clear. Speculation might give several motives. Perhaps a situation was apprehended in which he would want to quickly shift ownership. By filing the right deed the title would appear to fit the situation. Another suggestion has been offered that Mrs. Scully gave up her dowry rights in the land because of these deeds. Most speculations carry no weight under Kansas law. The deeds as they are did not change the ownership of the land. It was the same as if they had never been executed.

Rent on Scully land was based upon an appraisement of the productive powers and improvements of the land. This hindered the improving of much of the property because of the possibility of increased rent. Some of the Kansas land owned by Scully lay idle for several years until he could get renters. Ofentimes during these early days people would pasture cattle and cut prairie hay on Scully land as if it were an open range. Sometimes adjoining farmers leased it. Early leases were usually for periods up to five years and would require the renter to “break out” a certain amount of sod in return for the first few years’ rent. Thereafter for a few years the rent would be 50 cents to a dollar an acre with later increases in rent as the land became more valuable. When government became more expensive, following the establishment of schools, roads and other projects, Scully changed his leases to require the tenants to pay yearly to the landlord “the full amount of all taxes or assessments, general or special, of every kind or nature whatsoever, made, levied or assessed upon or against” the land they held for him. Other requirements came into the lease arrangements with the years. The tenants were, of course, required to make all but permanent improvements or else do without. Also they were required to break out each year as many acres of new land as might be designated by the agent. A penalty of three dollars an acre was charged for failure to follow instructions. This lease arrangement was not difficult to follow because Scully did not press his tenants to break out the soil. Even today Scully land has much pasture that would be fit for cultivation if it were plowed. Tenants were also required in their lease to sow as much acreage in small grains as was designated by the agent.

In 1903 after several years of crop failures which kept the tenants

37. See pp. 356-358.
38. Three dollars an acre was the standard price for breaking the sod.
from paying their full cash rent, Scully introduced a new clause into the lease requiring the tenant to have a certain percentage of the land planted to alfalfa. Alfalfa usually made a crop regardless of the weather and was considered a sure crop which would enable the tenant to pay the rent each year.\footnote{Ibid., February 14, 1903. There is some indication that this clause in the lease was not widespread until after 1918.} A system of crop rotation had also been set up. Fines were established in the lease payable if the tenant failed to carry out certain provisions. That part of the lease was as follows:

That said tenant will pull out, clean out and destroy all burrs, thistles and other weeds on said land by the first of August in each year. That he will, on or before the first day of August in each and every year of this lease, now or plow all lands sown to small grain the spring or fall preceding. That he will take care of, cultivate, protect and maintain all hedgerows, fences, fruit and other trees that now are, or may hereafter be planted on said land. That he will trim all hedges on said land by the first day of January in each and every year during this lease and burn the brush. That he will, at his own expense, keep open, clean, plow, scrape and dig out all ditches and drains that now are, or may hereafter be made on said land, by the first day of October in each and every year during this lease; and in case of failure to keep open, clean, plow, scrape and dig out such ditches, trim such hedgerows and pull out and destroy the burrs, thistles and other weeds, respectively, as aforesaid, the said tenant agrees to pay said landlord seventy-five cents per rod for the ditches, twenty-five cents per rod for the hedges, $2 per acre for land in burrs and weeds and $1 per acre for stubble land not mowed or plowed, as damages for such failure in addition to the rent hereby reserved, such damages to be recoverable by the said landlord in the same manner as rent in arrears. That said tenant will not permit or suffer cattle or other animals to feed upon the stalks standing on said land, said stalks being reserved to the landlord.\footnote{Ibid., January 28, 1919; “Miscellaneous Record,” Marion county, pp. 75-79.}

William Scully did not like to part with land. He did not sell farm land in Kansas except for right of ways, school grounds and the like. On one occasion the owner of Crane’s ranch, located near Durham, Albert Crane, wanted to trade half sections with Scully. The trade would have been one of convenience for both parties. Both would then have had land in a block, for each had other holdings in the neighborhood. Scully refused to trade and suggested that Crane sell him the land in question. Crane, who was not anxious to sell either, had merely thought the trade would be advantageous to both of them. Scully said, “It is a very serious thing to part with title to real estate. I will not do it.” Other stories have circulated about his refusal to sell land. Always he was most emphatic about it.

Scully land in Marion county is good land. The tenants have been good farmers and most of them have made money year after
year and had no trouble paying the landlord. The leases given by Scully were desirable and some of the tenants stayed on the land for a lifetime. The Scully system was a new path in the route of agricultural success. Under this system a tenant could start operating a rented farm with very little capital. As he farmed he could put his money into improvements because of the low rent. When he was ready to branch out and operate a farm of his own he was able to sell the improvements and make a substantial down payment on the new farm. Many farmers in Marion and Marshall counties in Kansas owe their "start" to the Scully system.42

Prior to Scully’s death in 1906, John C. Scully, a nephew, received the Butler county, Kansas, lands. E. Angela Scully, wife of William Scully, received the rest of the estate, most of it by a deed about a year before he died. The breakdown of the land in Marion county according to acreage was 49 sections, 40 half sections, 36 quarter sections, 23 eighth sections and 13 tracts which were one-sixteenth of a section in size.

The rent of Scully land remained about the same until World War I, when mounting farm prices brought on increases. These, however, lagged behind the increase in the price of farm products and the tenants enjoyed a period of prosperity.

Mrs. Scully lived in London much of the time after the death of her husband. On December 2, 1918, she made out a deed which gave all the Marion county land to her son, Frederick, “for in consideration of natural love and affection, and one dollar.”43 In other deeds Frederick got the Dickinson and Marshall county lands in Kansas and all the land in Nebraska. Thomas, the older son, was given the Illinois and Missouri land. The two sons were to share equally in property elsewhere.

III. THE SCULLY SYSTEM IN MARION COUNTY
AFTER SCULLY’S DEATH

Frederick Scully was well suited to the job of a landlord when he acquired the Nebraska land and most of the Kansas land as a Christmas gift from his mother in 1918. In addition to the land he received from his mother, he bought between 27 and 35 thousand acres of land near Cut Off in Lafourche parish, La.44 The land is near the Gulf of Mexico, about 35 miles south-southwest of New Orleans. Much of this land, which apparently was not purchased as farm land,

42. Topeka Daily Capital, January 3, 1943.
was in swamp and had to be reclaimed. Two thousand five hundred acres are in an experiment station which is considered the largest privately-owned agricultural experiment station in the United States. Fred was 37 years old when he got the land. In appearance he was an English gentleman and his speech indicated his Oxford education. Although he was an American citizen he spent much of his time in England and in travel. The job of managing the Scully lands was taken over by the same agents who had handled them for the father.

Thomas and Frederick Scully had much in common with their father. They were frugal and their wealth went a long way. Most of the surplus profits from the estate were invested in municipal and county bonds. During World War I, Mrs. Scully and the boys invested about two million dollars in Liberty bonds. Thomas, the elder by about six years, also spent much of his time in travel. During World War I he had been an ambulance driver. Though he was an American citizen, he had spent five years in Egypt on a mission for the British government.

Throughout the years the Scullys had been on good terms with their tenants. There was a minimum of conflict until about the time Fred and Thomas were given the land. During World War I, Scully tenants sold good crops at high prices. Cash rents began a steady rise because of increased value and productivity of the land.

Trouble with tenants began in the fall of 1918, in Illinois, just before the change in ownership, when they were notified of an increase in rent of from six dollars to ten dollars an acre for the next year. They were also to be required to plant a certain percentage of the land in clover and either plow it under or feed it on the farm. The tenants protested and some of them formed a league to get united action. They found no recourse in the law so they attempted to take their ills to the legislature. Scully’s agent said, “We gave the farmers the advantage of four years of unusually high prices. They have made a lot of money. Increased income taxes and war’s other calls on the Scully estate necessitated raising the rents this year.” The tenants stated that costs of improvements had taken a big jump and that prices of farm products had already threatened to tumble. They claimed that the increase was taking unfair advantage of temporary prosperity.

46. Ibid.
47. Ibid., editorial, October 17, 1918.
48. Ibid., January 26, 1919.
In Logan county, Illinois, where tenants were prosperous and had a large amount invested in their improvements, they had mostly fallen in line with Scully’s demands and had signed their leases. Elsewhere in Illinois, the association of Scully tenants was refusing to sign new leases and was asking for a reduction in the rent for the next year. The tenants were holding out for the previous years’ rent of six dollars an acre. Agreements were finally reached which set the yearly rental at eight dollars an acre. The tenants were also allowed to borrow money from the estate at five per cent interest instead of the prevailing rate of seven per cent.

The clause in the lease requiring the planting of a certain per cent of the land to clover or alfalfa brought forth a minor tenant rebellion. However, after seeing the beneficial effects on the soil, the tenants became hearty advocates of legume planting.

In 1921, tenant trouble, termed a “revolt” by newspapers, was developing in Kansas. The rental charges for the land had been increasing for years and the schedule for the 1922 season provided for no decreases. The tenants felt that the decrease in the price of farm products almost to a pre-war level should give them a proportionate decrease in cash rent. They began to develop a united organization and asked for a 40 per cent reduction. Since crops the preceding year had been poor, some thought Scully should make an adjustment. A number of the association members were making arrangements to lease other land. Many were making little effort to prepare the ground for the next year’s crop and no leases were signed.

During the early part of September there was much activity in which most of the 350 Scully tenants participated. Numerous meetings were held. The organization contended that the Scully lease was a one-man lease and charged that it supplanted laws of the state, by requiring the tenant to waive legal rights. Threats were made to strike against Scully prior to the wheat-sowing season if no relief was forthcoming.

Heretofore the attitude of Kansas tenants had been good, as a rule. However, they were now “bucking” Powers, the Scully agent in Marion, as much as Scully himself. Powers was considered high-handed in many of his dealings and many tenants found it difficult to stay on good terms with him.

40. Ibid.
50. Kansas City Times, July 8, 1919, from the Chicago Herald-Examiner.
52. Ibid., September 8, 1921.
About a week after the threat to strike, the tenants met at Tampa, Kan., elected permanent officers and formed a committee to draft a constitution for the proposed tenant union. Many came and brought their families. Ninety per cent of the tenants were active in the organization.

At this time a survey was made of 1921 incomes on Scully land, so that the tenants could present their side of the case. The average income from a quarter section was found to be $1,030. In share renting, the landlord’s share at the usual rate of one-third would have been $343. Tenants at that time were paying a cash rental of about $600, plus taxes amounting to about $100. The 40 per cent reduction asked would have given a cash rent of $360, still above the rent on a one-third share basis. A 25 per cent reduction was finally offered by the landlord, but the tenants were unanimous in their demand and would not accept the offer. The Scully manager finally reduced the rent by 40 per cent, meeting the demands of the association, and averting the threatened strike. This organization functioned effectively for three years.

In 1923, tenant unrest began to crop out again when the members of the protective committee of the association, representing the Scully tenants, had a conference with State Sen. Charles Thompson of Marion. The committee proposed that Senator Thompson introduce a bill which would protect the tenants’ homes, barns and other buildings which were liable to seizure by creditors. This time the agitation was not so much against the landlord as it was against an “unfair” law. Under the Kansas homestead law, the buildings constituted a homestead and could not be seized for debt. But Scully tenants who provided their own improvements, were not protected because they held no equity in the land. The protective committee told of many tenants having their buildings seized by creditors and the possible results of such action. Also under state law the improvements of the tenant were taxed as a part of the land belonging to the landlord. Legislation was sought as a remedy for the situation.

Both Senator Thompson of Marion and Rep. Charles G. Carothers of Peabody presented bills in their respective houses. Legislative committees reported unfavorably on the bills, and nothing was accomplished in that session. However, in 1925 a law was passed

53. Kansas City Times, September 21, 1921.
giving the tenants the protection of their property from seizure by a creditor when he is the landlord.\textsuperscript{56}

Meanwhile, trouble of a different sort was confronting Frederick Scully. In 1920, one Godfrey Berg had purchased his father's improvements and began farming as a Scully tenant. Yearly leases were signed until on July 16, 1923, when Berg was served with a "written notice that his lease would not be renewed; that he must vacate by March 1, 1924; that he must dispose of his improvements on the leased premises after his rents had been paid; that he should not put in fall crops."\textsuperscript{57} Berg could find no one to purchase his improvements, therefore, with the expiration of his tenancy, he did not immediately vacate the premises. Whereupon, his household goods and other personal property were moved out on the highway by the sheriff.

The tenant association was anxious to test the lawfulness of the Scully lease where non-payment of rent was not concerned, and Berg, who was an out-spoken tenant (the kind not ordinarily on Scully land), was willing to provide the necessary action. The association financed the litigation. Berg brought suit against Scully to recover the value of his improvements. As might be suspected, tenant sympathy was almost entirely with Berg. The case came up in the district court of Marion county. Attorneys for Berg believed that they could win the case by showing that John Powers, agent for Scully, could not sue or be sued in Scully's name.\textsuperscript{58} Powers produced the authorization, much to the surprise of the people assembled in the courtroom. Another point brought up was the custom of transferring leases from one tenant to another. The court did not recognize that custom makes a law. The provisions of a Scully lease with respect to improvements on the land were brought out. One sentence was as follows:

"But the said landlord hereby agrees, that upon the expiration of the term of this lease, and upon the rent and taxes herein provided for being fully paid, and other promises and undertakings herein written having been done, kept and performed by the said tenant (but not otherwise), that he, the said landlord, will consent to the removal of all buildings, fences or other chattels made or erected by the said tenant upon said premises, or belonging to him thereon, provided that said removal be made promptly; but all buildings, fences or other improvements thereon belonging to the landlord, and all additions or repairs that may be made or done to the same during this lease; and any hedges or live fence, fruit or other trees that may be planted, set out or grown

\textsuperscript{56} Session Laws of 1925, Ch. 208, p. 276.

\textsuperscript{57} Kansas Reports, v. 120, pp. 688, 639.

\textsuperscript{58} Powers had never previously indicated any legal power to enforce Scully contracts. Hence, the Berg attorneys hoped to win their case early.
THE SHADED PORTIONS SHOW SCULLY LAND IN MARION COUNTY AT THE TIME OF THE SETTLEMENT OF THE FREDERICK SCULLY ESTATE IN 1947
Mr. Scully was an Irish landowner who made extensive investments in the United States. At his death in 1906 he was reported to own one of the largest acreages of farm land in the United States. Over 60,000 acres were in the Kansas counties of Marion, Marshall and Dickinson. Practically all this land is still controlled by the Scully heirs.

This sketch of Mr. Scully was reproduced from the Topeka State Journal of October 18, 1906.
on said premises at any time previous to or during the term of this lease, shall be deemed fixtures and shall not be removable under any circumstances or at any time.”

Scully’s lawyers contended that Berg had abandoned the property and that it was therefore forfeited to the landlord. The judgment of the court was in favor of Scully, and Berg received no satisfaction. In reminiscing about the Berg case, prominent members of the association have stated that they “missed the boat” when they did not have the township assessor present at Berg’s eviction. He could have required the sheriff to keep the road clear. Speculators say the sheriff might have found it necessary to take the evicted man’s property to the court house grounds in Marion.

Berg’s lawyers appealed the case to the state supreme court, because they said the lower court had erred in excluding evidence in Scully’s “practice in dealing with his tenants.” The supreme court admitted the evidence regarding the customary practice of Scully or his agents in dealing with the tenant. This showed that over a period of years when a tenant would give up his lease, the incoming tenant would negotiate for and purchase the improvements of the outgoing tenant. No incoming tenant was sent to Berg to buy his improvements and since he had no crops in the ground, no one was anxious to lease the land. Actually he could not move his improvements and get anything out of them. The cost of dismantling and moving the property would be almost equal to their value. In summing up the opinion of the court, Justice Richard Hopkins wrote:

No provision of the contract contemplates forfeiture of the tenant's improvements to the landlord. . . . Through Scully's general course of dealing, the plaintiff [Berg] understood and believed he would be able to dispose of his improvements at the end of his tenancy, otherwise he could not have afforded to purchase them and become the defendant's tenant.

The justice mentioned the act of 1925 regarding “free sale and transfer of such improvements, or the purchase thereof by the landlord.” The act was passed after action in the case was begun. “While the statute is not retroactive,” the court said, “it is indicative of public policy on this subject, and virtually places defendant's [Scully's] attitude . . . under public condemnation.” The judgment of the lower court was reversed and Berg won the case. Two of the seven justices of the court dissented from the majority opinion but no minority opinion was written.

Another victim of eviction during the activity of the association was J. B. Shields, of near Lost Springs. He was secretary of the

59. Kansas Reports, v. 120, pp. 638, 639.
60. Ibid., pp. 648, 644.
tenant association and held a prominent place in the policies of the organization. Shields was one of the first Scully tenants in Marion county. He had started leasing land in 1883. A man of conviction, he would not back down from his position when confronted by John Powers and Frederick Scully. His contention that rents must be lowered was disputed by Frederick Scully. Words followed which resulted in Shields losing his quarter-section lease in 1922, after he had been a Scully tenant for 39 years. Shields still farmed his own two quarters, where he raised purebred cattle. When word spread that Shields was to lose his lease, some of the Scully tenants and other farmers almost fell over each other in their hurry to get to Marion and rent the land, thus indicating that there were backsliders in the organization.

The Scully system and the extent of the Scully holdings has been debated politically. In 1919, Gov. Henry Allen, of Kansas, called attention to the problem, after tenants refused to tax themselves to construct a highway. A group of Old Trails boosters had endeavored to rebuild the Santa Fe trail through Kansas. In those days the highways were paid for by the taxpayers on either side of the road. Tenants, such as those on Scully land would, of course, refuse to tax themselves $1,500 to $2,000 to build a road along their landlord's farm. The project to rebuild the trail had received support from every county through which the road would pass, except from Marion county. The action taken by the tenants proved an effective bar to the project and the road was never built.

In every district where Scully land predominated this was true. The system was detrimental to the promotion of public improvements such as roads and schools. The situation in Nebraska was much the same, and Gov. S. R. McKelvie unofficially urged a remedy for large-scale land tenantry. In Missouri, just after William Scully had bought land in Bates county, an election was held to determine whether the people should vote bonds for a new courthouse. In this case the Scully agent wrote to Scully and asked how he should advise the tenants. William Scully wrote that they should vote for the new courthouse. Except for this instance, the Scullys never interfered with or advised the tenants regarding their action during an election.

Most of the tenant contacts with Scully were through his agents. The tenants were usually treated in a very business-like way, but with a patronizing manner apparent at times. Powers, the long-

62. St. Louis Post-Dispatch, March 31, 1901.
time Scully agent in Marion county, often talked to the tenants in an aloof, superior manner. Agents who followed Powers were on more friendly terms with the tenants. Rent was of course on a cash basis, paid yearly. The money could be handed personally either to the agent in Marion or mailed in to the estate’s office. The business between the estate’s office and the tenant could be carried on by mail because the tenant did not have to sign a new lease every year. As long as the rent and taxes were paid regularly the agents did not bother the tenants. Old leases were automatically extended for another year. Tenants were billed for the amount they were to pay, including taxes. Generally, they did not get a separate bill for the taxes. Nevertheless, in Marion county, the tenant paid the entire amount of the yearly rent, plus taxes before the due date, to the Scully agent. Or the amount could be paid in installments with interest. The agent would then take the money to the county treasurer and pay the entire year’s taxes on the Scully land. The rebate on the last half of the taxes usually amounted to several hundred dollars. In 1942, the tax on the Marion county Scully land was $26,586.61. The rebate on the last half was $219.49. In 1943 the tax was $22,075.45 with a rebate of $174.39. The tenant owns the improvements and these are now taxed as the tenant’s personal property. Due, possibly, to the fact that the tenants pay the taxes, Scully land is not discriminated against by the assessors. In some states Scully pays the taxes and charges a higher rent.

Contrary to William Scully’s policy of not selling farm property, some of the land in Marion county has been sold to private individuals as well as to the county for roads and schools, since his death in 1906. The selling of land has always been a money-making proposition with the Scullys. At times when roads have been widened in the county, the agent has always arranged, if possible, that additional ground be required, it would come off the land across the road rather than from Scully’s property. At times when Scully land was on both sides of the right of way, the easement to the county or state would be paid for at a good rate per acre even though most of the other landowners would give the land needed for road construction. Mrs. Scully sold a school district 3.12 acres in 1909 for $200.63 Apparently, every transaction must bring an income, even though the use to which the deeded land is put will improve the value of the adjoining land.

Frederick Scully sold parcels of land to individuals in the 1920’s.

One 40-acre piece, northwest of Durham, was sold to David Rudder in 1926 for $75 an acre. Stanley Safarik paid $140 an acre for 40 acres of good farm land near Tampa in 1927. This plot was the NE 3/4 of the SW 1/4 of a section and the right of entry onto the land had caused some trouble, and Scully decided to sell it. In each of these sales, the grantors reserved to themselves, “their heirs and assigns all rights to the oil or minerals in, on or underlying said land.” In 1929, L. Urbanek bought 80 acres from Scully for $140 an acre. In this case, Scully reserved an “undivided two-thirds in all rights to oil, gas” and other minerals. Each piece of land sold had some kind of stipulation which made it different from the ordinary deed. The Strassburg Baptist Church bought one-half acre in 1941 to build a parsonage. To buy the land, in addition to paying $75 for it, they agreed to maintain a proper fence and not to raise or keep chickens on the premises.

Up to 1947 some oil companies were inclined to avoid leasing Scully land. They knew that the lease would be written out in the Scully office and on Scully terms. For instance, in 1929 the Shell Oil Company leased a block of land which included 640 acres belonging to Frederick Scully. The lease included provisions different from the ordinary oil and gas lease. The lessor demanded one-sixth royalties. The usual rate is one-eighth. He demanded full access to lessee's books and daily reports. Royalty payments were to be made monthly while ordinarily the payments are made quarterly. Other stipulations were made regarding the time of drilling the well and what to do if it were a dry hole. In addition to this and other usual parts of an oil and gas lease, the lessor reserved “unto themselves a one-half (½) overriding royalty out of the 5/6 of the production of oil until such time as the proceeds of such overriding royalty shall amount to $64,000 . . . at which time the entire leasehold shall pass to the property of the lessee.” The lease could be terminated by paying Scully ten dollars.

Frederick Scully was dissatisfied that none of his land had oil or other minerals to add to the income received by rent. His cousin, John C. Scully, had oil on his land in Butler county, Kansas. Up to 1947 in Marion county all wells drilled on Scully land had been dry ones, though there were flowing wells within one-quarter mile. Oil

64. Ibid., v. 174, p. 288.
65. Ibid., v. 183, p. 449.
67. Ibid., v. 234, p. 68.
69. In recent years drilling operations on Scully land in Marion county have resulted in flowing wells.
companies generally wanted to avoid developing an area of ground containing Scully land because of the special considerations required by the owner. Other landowners near by not being included in the oil development were inclined to blame the Scullys.

As has been said, the Scully farm lease was a very involved document. It cited various obligations of the tenant in addition to the payment of the cash rent, taxes and assessments. The tenant agreed to plant certain crops and waived the benefit of the exemption, valuation and appraisement laws of the state. Although the agents did little, if anything, to carry out these terms in the lease, the Kansas legislature passed a law in 1933 dealing with leases such as the one Scully had his tenants sign. Although Scully was not mentioned by name, the explanatory paragraph preceding the law practically recited the Scully lease word for word. The law continues with the following statement:

The foregoing lease conditions and requirements are variant from the ordinary . . . in the particulars above mentioned, are harsh, burdensome, oppressive and extortionate in their terms. . . . On account of the pledge of lien by the tenant to the landlord of his crops, teams, and all his other property he is deprived of credit with merchants and banks. . . .

The law then states that the lease agreements mentioned containing “all of the burdensome requirements heretofore recited are hereby declared to be against the public policy of the state, illegal and unenforceable. . . .” The lien required from the tenant was limited to the “total crops grown on the leased land” and the “total receipts or returns from pasture. . . .” Some changes were made in the leases after 1933. Items such as the fines were stricken from several provisions. However, there is still some question whether the leases of 1947 would satisfy a court if certain provisions in them were tested.

During the 1930’s the Scullys aided the tenants with a substantial reduction of rent during the period of poor crops and low prices. In 1932, Thomas Scully halved the rent in Bates county, Missouri. Like reductions were made on Scully land elsewhere. Most of the land was still making a profit for the landlord during those lean years. Frederick at this time had about 62,000 acres in Kansas, 64,000 acres in Nebraska and about 27,000 acres in Louisiana. Over a five-year period from 1932 including 1936 all his land, except that in Louisiana, made a profit. In Marion county, 1932 was the worst year for the landlord, when his net profit was about $11,000. The

70. See pp. 305-375.
best year of this period was 1935, with a profit of about $48,000. The total income from Marion county for the five-year period was about $150,000. Profits per acre in Marshall county, Kansas, and Gage county, Nebraska, were about the same as in Marion county but in each case the acreage was smaller. A small profit in Nuckolls county, Nebraska, cancelled a loss in Louisiana. Total income from rent for the five years on 154,000 acres was about $240,000.72

Thomas Scully had at this time about 47,000 acres in Illinois and 45,000 acres in Missouri. The Illinois property brought the highest rent of any of the land in the Scully estates. In addition, there have been fewer years of poor crops. In Missouri this five-year period resulted in a net loss of about $50,000 for the landlord. The net profit received by Thomas Scully from rent of his land during this five-year period was about $430,000.73

It is no wonder that when the War Department began dispossessing farmers through acquisition of land for Camp Crowder, Ft. Leonard Wood and other Missouri projects in 1941, Thomas Scully was willing to sell his Bates county holdings. In 1943 he received a check for $1,078,150 for the land. The Missouri Defense Relocation Association and the FHA were endeavoring to resettle dispossessed farmers, but the availability of high-paying war-industry jobs hindered sale to them. In March, 1947, five units of the former Scully land in Bates county were still in government hands. Expectations were that they would soon be privately owned. The president of the Chamber of Commerce of Butler, county seat of Bates county, and other businessmen were glad to see the land return to farmer operators. The benefits of home-owned and home-operated farms were contrasted with “the antique and cold-blooded type of ownership that formerly existed.”74 There was a tendency in Bates county to give the Scully family credit as astute businessmen who were fair and honest landlords. However, the people felt that, on the whole, the Scully regime was not for the permanent benefit of the county because it had reduced the percentage of freeholding farmers. The schools, churches and rural community activities had suffered as a result.75

A change in tenants on Scully land would, of course, require a change in ownership of the improvements. The incoming tenant would negotiate with the outgoing tenant to establish a price, often called the premium, for the improvements and the lease. The Scully

72. Chicago Tribune, August 15, 1937. Rents were up in the 1940’s.
73. Ibid.
75. Kansas City Times, July 30, 1941.
agent retained the right to approve or disapprove the succeeding tenant and the sale of the improvements. Sometimes the agent would require a renegotiation of the purchase price of the improvements if he deemed them too high. The agents followed the direction of the Scullys, who have held that the prospective tenant is desirous of getting the land, not the improvements, and they sought to guard his rights. The outgoing tenant had to take the price set on his improvements by the Scullys if he wished to sell them and he usually would not appreciate the interference of the Scully management.76

In Illinois the tenants have better improvements on Scully land than in other states. The improvements there are often valued at $10,000 or more. In Marion county, Kansas, the improvements on a quarter section are usually worth between $1,000 and $5,000. For fences alone with no buildings the incoming tenant would usually pay the outgoing tenant about $1,000. Often the premium paid would not replace the improvements on the land. At times tenants have wished to buy Scully land if it happened to fit into their land adjacent to it. On the other hand, they knew that if Scully owned it they could have it to rent; whereas, if someone else bought the Scully land that might not be possible.

Marion county tenants were among the first farmers in the county to join the AAA program. The requirements to get AAA benefits were not so much different from the stipulations set down in the Scully lease. The present lease has several paragraphs regarding soil conservation and saving the fertility of the soil. Benefits for some of these practices are paid by Scully today.

In 1941, Thomas Scully finished building a $100,000 house on some of his land three miles from Lincoln, Ill. His wife, Violet, is the daughter of Sir William Simpson, a Scottish knight. Their sons, Michael and Peter, were 15 and 13 years of age, respectively, at that time.

On October 28, 1942, Frederick Scully died in Chicago. His wife, Betty, had died, September 11, 1942, as a result of injuries received in a bicycle accident in England. The settlement of the estate was not finished in Kansas until January, 1947, over four years later. Ancillary proceedings on the Kansas land of the Frederick Scully estate were held in the Marion county probate court. William Scully, who was 20 years of age at the time of his father's death and a student at Northwestern University, later joined the U. S. army and served overseas with the 90th division. Robin Frederick Scully,

18, and a student at Harvard at the time of his father's death, later joined the navy. Under the soldiers' and sailors' civil relief act, W. R. Carpenter, was appointed by the probate court as attorney to represent their interests. A "Journal" entry in the matter of the estate of Frederick Scully, deceased, mentions the granting of additional time to prepare and file the inventory and appraisement of the estate. On May 27, 1943, the notice of hearing for the petition to admit the foreign will to probate was published for the first time.77 Beginning in the July 8, 1943, issue of the Record-Review the notice of the appointment of ancillary executors was made for three weeks. The executors of the estate were Thomas A. Scully, elder brother of Frederick, William E. Trapp, Scully agent at Lincoln, Ill., and John C. Scully, Peoria, Ill., attorney and cousin of Thomas and Frederick.

The will which was originally probated in Washington, D. C., was filed in the Marion county probate court, December 6, 1946. Legal notice of final settlement of the estate in Kansas was first published December 5, 1946.78 The will provided for many bequests. To his wife, Betty, he gave $100,000 net and the following real estate: 400 acres in Marshall county, Kansas; 1,521.77 acres in Gage county, Nebraska, and 6,667.40 acres in Nuckolls county, Nebraska. Betty had died prior to the settlement so these bequests went back into the estate. Thomas A. Scully got $50,000. William E. Trapp got $8,000. Frank W. Ryan, partner of Trapp's, got $5,000. Frank Turner got $3,000. Any servant in the household ten years got $1,000 net. The rest of the will dealt with the division of the remainder of the estate between the sons, William and Robin. An excerpt from the "Journal" reads as follows:

It is further found . . . that William Scully, eldest son of Frederick Scully, deceased, was and is entitled to have assigned to him subject to Testamentary Trust, in the management and control thereof, . . . all real estate situated in Marion, Marshall, and Dickinson Counties Kansas . . . and all land, real estate . . . owned by said Frederick Scully at time of his death, located in the State of Kansas.79

Likewise, Robin received all the Scully land in Nebraska which is in Nuckolls and Gage counties. William's share was about 62,000 acres and Robin received about 66,000 acres. The two sons were given all the property in Louisiana, "in equal shares as tenants in common in fee simple forever." Likewise they shared in the one-half interest owned by their father in the Scully building in Lincoln,

77. Marion Record-Review, May 27, 1943.
78. Ibid., December 5, 1946.
Ill., and other Logan county properties. The other property was also divided equally between William and Robin. This included interest in residence property located in Washington, D. C.\textsuperscript{89}

Thomas A. Scully was appointed trustee for the two sons, to “hold, manage, and control all of the estate,” devised to the sons. In addition the property would be held in trust with certain provisions. At the age of 21 years each son would receive $5,000 a year. At the age of 25, $15,000, and at 30 years of age the income for each would be $25,000. At 35 each son would assume full management of the estate. If the guardian should feel that they could undertake the full management of the estate at 30 years of age he could give them full possession. For maintenance and education, $3,000 per year and emergency sums such as money needed for surgical and medical care were provided for each son. In case Thomas A. Scully should die or become incapacitated, John C. Scully was to be appointed with the duties of guardian and trustee. The trustee could, with the consent of the heir when he reached 21 years of age, sell, transfer or convey any of his real estate as deemed advisable. The trustee could not receive compensation of more than $2,500 per year. Thomas A. Scully relinquished and declined to fill the position of guardian and trustee and requested that the probate courts in the District of Columbia and Marion county, Kansas, appoint John C. Scully to that position. This was done and the estate was readied for settlement by the payment of various fees and taxes.

The Kansas income taxes from January 1, 1933, to February 29, 1944, amounted to $18,053.28 plus interest of $3,252.38.\textsuperscript{81} The death of William Scully in 1906 had cost his estate nothing in inheritance taxes because none existed. E. Angela Scully transferred most of the estate in 1918 prior to her death and averted death or inheritance taxes.\textsuperscript{82} Gift taxes were not then in use so that transfer of property brought nothing into the treasury of the state or nation. Between 1906 and 1942 laws were passed to act as a leveler of the country’s wealth. So when Frederick Scully died in 1942 there were laws giving the state and nation a sizable proportion of the property changing hands. The property owned by Frederick Scully was appraised to determine the value of the estate to be taxed. The following table shows the assessed and appraised value of the Kansas land.

\textsuperscript{80} By 1960 William had severed all business relations with the Lincoln, Ill., office. The office handling his estate is located in Beatrice, Neb.
\textsuperscript{81} Ibid.
\textsuperscript{82} Kansas City Star, January 26, 1919.
Table II.—Area and Valuation of Scully Land in Kansas

<table>
<thead>
<tr>
<th>County</th>
<th>Acres</th>
<th>Assessed Valuation</th>
<th>Appraised Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marion</td>
<td>53,491.34</td>
<td>$1,657,630</td>
<td>$1,304,886.50</td>
</tr>
<tr>
<td>Marshall</td>
<td>7,576.38</td>
<td>355,270</td>
<td>236,292.80</td>
</tr>
<tr>
<td>Dickinson</td>
<td>1,150.37</td>
<td>35,655</td>
<td>24,127.00</td>
</tr>
<tr>
<td>Total</td>
<td>62,218.09</td>
<td>$2,049,555</td>
<td>$1,565,305.30</td>
</tr>
</tbody>
</table>

The appraisers, who were paid a fee of $600.00 for their work in Marion county, did the Scullys a good turn by keeping down the value of the estate by appraising the land at about 78% of its assessed value. Only a few parcels of land were appraised at the assessed value. The assessed value in Marion county was 60.7% of the sale price based on a sample of 150 deeds on land sold between March 1, 1945, and March 1, 1946. This means that Scully land in Marion county would sell for an average of $51.04 per acre (and probably more) and that the land was appraised at $24.39 per acre, less than half of the expected sale price. The average of the appraised valuation in Marshall county was $31.19 per acre. The 11 parcels of land in Dickinson county, mostly pasture land, were given an appraised value of $20.97 per acre. The table below shows federal taxes paid by the Frederick Scully estate.

Table III.—Federal Taxes on the Frederick Scully Estate

<table>
<thead>
<tr>
<th>Kind of Tax</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Estate Tax</td>
<td>Jan. 29, 1944</td>
<td>$3,198,842.84</td>
</tr>
<tr>
<td>Additional Federal Estate Tax</td>
<td>Jan. 17, 1945</td>
<td>30,529.75</td>
</tr>
<tr>
<td>District of Columbia Estate Tax</td>
<td>March 23, 1944</td>
<td>371,372.65</td>
</tr>
<tr>
<td>Additional D. C. Estate Tax</td>
<td>June 10, 1944</td>
<td>61,261.53</td>
</tr>
<tr>
<td>District of Columbia Inheritance Tax</td>
<td>April 25, 1944</td>
<td>65,415.14</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$3,731,178.75</td>
</tr>
</tbody>
</table>

The inheritance tax paid to the state of Kansas totaled $137,744.20. Taxes were also paid in Nebraska, Louisiana, Illinois and perhaps elsewhere. The total amount was probably well over four million dollars and the heirs did not need to mortgage or sell land

84. Ibid.
85. Ibid.
to pay the tax. The estate was settled January 10, 1947, in the ancillary settlement. At present the Scully lands in Kansas are leased from John C. Scully, trustee for William Scully. New leases were signed by the tenants in the spring of 1947. The contents of the lease were much the same as those used in former years. There were slight changes in wording but the meaning and use of them has remained virtually the same. Tenants still pay cash rent, which was slightly higher in 1947 than in 1946, furnish their own improvements and plant the crops required in the lease. The gross rents in Marion county for the year March 1, 1943, to March 1, 1944, were $68,597 plus $808.39 interest on arrears. Expenses were slight.\textsuperscript{86} Considering the original investment the profits are huge. The business of being a landlord has evolved so that he has a minimum of risks and a maximum of leisure under the Scully system.

IV. AN EVALUATION OF THE SCULLY SYSTEM OF LANDLORDISM

Although the Scully system of absentee landlordism has retarded progress over large areas of farming and pasture land, there are certain benefits, such as improved farming practices, which can be credited to William Scully's methods. Nevertheless, the Scully property, itself, can be easily identified in Marion county because of the appearance of its improvements. Many of the buildings today are badly in need of paint and repairs because the tenants do not own the land and spend neither time nor money in keeping up the appearance of their homes. Improvements are often maintained at the minimum necessary to "get by." When farmers live on their own land and rent Scully land in addition, the benefits to community life and public improvements are more apparent.

The Scullys have never spent much time around their farms. Though Thomas Scully does live near his Illinois property, the owners of the land in Kansas and Nebraska have for years had their official residence in Washington, D. C. Most of the tenants in these states still think of the Scullys as foreigners and the Scullys for many years took no definite pains to change this opinion. With surprise, some of the people in Marion county have remarked that young William Scully, the grandson of the first William and the present owner of the Kansas land, is an American young man. Since his residence is now in Beatrice, Neb., he may lose the taint of foreign capitalism formerly associated with the Scullys.

Another source of wealth for the Scullys, considered unfair to other landlords, is the increasing value of real estate, the "unearned

\textsuperscript{86. Ibid.}
increment." William Scully spotted his purchases in Marion county through 14 townships, though his land would not comprise three townships. No more than 45 per cent of any one township is owned by Scully. Other owners improved their land and paid taxes to build roads and schools, which increased the value of Scully's land. He did not shoulder his share of the responsibility to make this profit. It is true that after the panic of 1893, Scully forgave the rents due him for that year, though the tenants still paid the taxes. But he knew that the tenants could not have paid the rent. He would have lost a great many of his renters, who at that time were hard to find. An abatement on rent was again necessary for tenant morale during the poor crop years of the 1930's. It did not work a hardship to the landlord for he was still making money and the tenants were probably barely breaking even or perhaps suffering a loss.

Another feature of the Scully system which has caused unfriendly feelings among other landowners is the "run-down" character of the improvements on Scully land. Because of the poor improvements, the tax assessment for Scully land generally is less than neighboring land of the same productive capacity. This causes neighboring property to assume some of the tax load which otherwise would have fallen on Scully land. As a result, neighboring landowners have always felt that Scully is not paying his way in local government.

During the activity of the tenant association of the 1920's, few of the members knew what the landlord could do to them because of their leases. The same is true today. The length of the lease and the multitude of "herebys" and "hereinbefore" discourage the tenant from "wading in" and finding out what the lease prescribes. The system of fines for non-compliance with certain provisions of the lease, which was expressly forbidden by a Kansas law of 1933, has been removed. However, other penalties have been added since. Several provisions, some not actually enforced, regarding crop rotation, increasing the fertility of the soil, and soil conservation, tend to act as moral persuasion to make the tenants farm the land as they should. The Scully lease as it is written could make the life of a tenant unbearable if it were strictly enforced. Enforcement is used sparingly and only to get rid of an undesirable tenant. This might be considered one of the "saving graces" of the Scully system.

Rents have also been reasonable over the years. One tenant, who retired in 1944 after 52 years of farming on Scully land, remarked that except for the increase in rent just after the first World War,
he had paid approximately the same rent for the last 40 years. Another tenant paid the cash rent on his 320 acres in 1946 with the income from crops on six acres. Of course, he had to pay the taxes, and pay for improvements and other costs, but with the high prices for farm crops in 1947, payments were easy to make. Other landlords cannot compete with Scully on his rent.87

Recently, public policy has been in favor of breaking up large estates. Many suggestions have been made for legislation which would accomplish this purpose. Some people have advocated outright condemnation by the state of land owned by absentee landlords. But there would still be large estates. The progressive land tax would probably go a long way toward making ownership of large holdings such as the Scully estates unprofitable. Congress was attempting to reduce tenant farming when it passed laws in 1947 which would increase the number of farmer-operators.

The Kansas and Nebraska Scully land is now in trust to William and Robin, sons of Frederick. They will be given complete control of their holdings in 1958 and 1960, respectively, when they are 35 years of age, unless their guardian feels that they are able to assume full ownership at 30 years of age. Until then, the land could be sold by the guardian with the approval and consent of the son involved. However, there seems to be little likelihood that the Scully land will be broken up into small independently-owned farms in the immediate future. The sale of the Thomas Scully holdings in Missouri was viewed as an indication of a change in Scully attitude toward selling land. But it must be remembered that the Missouri land had always been the least profitable of their properties. Opinion is general in Marion county that the Scullys will keep the land until taxation or legislation forces them to dispose of it.

V. ONE OF THE FORMS OF FARM LEASES USED IN KANSAS ON SCULLY LAND IN 1893

William Scully (hereinafter called the Landlord,) hereby rents to Henry W. Fisher (hereinafter called the Tenant), the following tract of land, in the County of Marion and State of Kansas, to-wit: The East half and the East half of the West half of Section 35 in Township 18 South, Range 2 East of the 6th P. M. supposed to contain 480 acres; excepting however, any part or parts thereof which may have been, or may hereafter be condemned or taken for Public Highways, or given, granted or taken for Railroads, school-houses, or other public uses; with full liberty for entry, egress and regress at all times.

87. Interview with William Carter, a long-time Scully tenant, at Durham, Kan., July 8, 1947. Scully rent advantages come from the fact that he provides no improvements and pays no taxes. Marion county Scully land rarely rents for as much as $5 an acre.
for the said Landlord, his heirs, executors, administrators, and all persons authorized by him or them without being liable for any damages done to crops or fences of said Tenant:

To Hold, (Subject to all and singular the conditions, restrictions and limitations hereinafter mentioned), for the term of Five years, from and after the first day of March A. D. 1894, or so soon thereafter as the present tenant or tenants occupying said premises, or any portion of them, shall give possession of the same, and ending on the last day of February A. D. 1899. And in consideration thereof, the said tenant undertakes, promises and agrees as follows:

To pay to said Landlord the following sums, and to do and perform the following things, as rent for said premises.

On the first day of November, A. D. 1894 a sum equal to the taxes on said land for 1894.

On the first day of November, A. D. 1895 a sum equal to the taxes on said land for 1895.

On the first day of November, A. D. 1896, $240.00 Two hundred and forty dollars.

On the first day of November, A. D. 1897, $480.00 Four hundred and eighty dollars.

On the first day of November, A. D. 1898, $720.00 Seven Hundred and twenty dollars.

And likewise in addition to the said several sums of money aforesaid as part of said rent to pay yearly to said Landlord, at the several and respective times of payment aforesaid, the full amount of all taxes or assessments, general or special, of any kind or nature whatsoever, made, levied or assessed upon or against said land or any part thereof, for and during the period of this lease, from the year 1894 to the year 1898, both years inclusive. And further to pay interest at the rate of ten per cent. per annum upon the amount of said rent and taxes from the time they are herein made payable until the same are fully paid. And likewise in addition to the above that he shall and will, as part of said rent, break out 360 acres of said land in the year 1894 and 1895 and in case of his failure to break out said 360 acres he shall and will forfeit and pay $3.00 per acre for the amount of acres agreed to be broken and left unbroken, to said Landlord as agreed and liquidated damages for such failure.

And the said tenant further agrees that he will sow at least 100.00 acres of said land in small grain, such as wheat, oats, rye, flax, millet, alfalfa or sorghum, in each and every year during the continuance of this lease and in case of his failure to sow said 100 acres in such small grain he shall and will forfeit and pay to the said Landlord the sum of $1.00 per acre for the amount of acres agreed to be sown in small grain and not sown, as agreed and liquidated damages for such failure.

And the said tenant further agrees that if, during any year of this lease, any portion of the rent reserved for such year shall remain due and unpaid at the commencement of the next succeeding rental year, then and in that event, the portion of the rent remaining due and unpaid with interest as herein provided shall be added to and become a part of the rent for such succeeding year. That the said Landlord is not liable to make or erect any houses, fences, or other improvements whatsoever on or about said lands, nor to be liable to contribute in any way to the making, erecting, or repairing any such houses.
fences or other improvements; nor to be responsible for any damage that may arise or be done through any want of or deficiency in the same; the said tenant taking said premises as they are, and agreeing to make all such improvements as he may deem necessary for the efficient cultivation of said land and for the protection of the crops at his own exclusive cost and expense.

But the said Landlord hereby agrees, that upon the expiration of the term of this lease, and upon the rent and taxes herein provided for being fully paid, and the other promises and undertakings herein written having been done, kept and performed by the said Tenant (but not otherwise), that he, the said Landlord, will consent to the removal of all buildings, fences and other chattels made or erected by the said Tenant upon said premises, or belonging to him thereon; Provided, that said removal be made promptly; but all buildings, fences or other improvements thereon belonging to the Landlord, and all additions or repairs that may be made or done to the same during the lease, and any hedges or live fence, fruit or other trees that may be planted, set out or grown on said premises at any time previous to or during the term of this lease, shall be deemed fixtures and shall not be removable under any circumstances or at any time.

That said Tenant will cultivate and manage said land in a good and husbandlike manner, that he will pull out clean out and destroy all burrs, thistles and other weeds on said land by the first of September in each year. That he will take care of, cultivate, protect and maintain all hedgerows, fences, fruit and other trees that now are, or may hereafter be planted on said land. That he will trim all hedges on said land by the first of January in each and every year during this lease and burn the brush. That he will at his or their own expense, keep open, clean, plow, scrape and dig out all ditches and drains that now are, or may hereafter be made on said land, by the first day of October in each and every year during this lease; and in case of failure to keep open, clean, plow, scrape and dig out said ditches, trim said hedge-rows, and pull out and destroy the burrs, thistles and other weeds, respectively, as aforesaid, the said Tenant agrees to pay said Landlord Seventy-five cents per rod for the ditches, twenty-five cents per rod for the hedges, and two dollars per acre for land in burrs and weeds, as damages for such failure in addition to the rent hereby reserved, such damages to be recoverable by the said Landlord in the same manner as rent in arrears. That said Tenant will not permit or suffer cattle or other animals, to feed upon the stalks standing on said land, said stalks being reserved to the Landlord; and that he will deliver up said premises to the said Landlord in good order and condition as they now are, at the end or other sooner determination of the period for which the same are let, reasonable wear and tear only excepted.

That said Tenant will pay said Landlord on the first day of August, in each and every year of this lease, the proportionate amount of the rent hereinbefore reserved, on all land that may have been sown to small grain the spring or fall preceding. And it is hereby further covenanted and agreed, that said Landlord reserves and retains to himself or his agents the right of entry upon said land, for the purpose of fall plowing, any ground which may have been sown to small grains the Spring or Fall preceding the expiration or other sooner determination of this lease, and also of sowing wheat in the corn growing on said land.
It is further expressly agreed between the parties hereto, that if default shall be made in the payment of the rents above reserved or any part thereof, or any of the covenants or agreements herein contained to be kept by the said Tenant, it shall be lawful for the Landlord or his legal representatives, into and upon said premises or any part thereof, either with or without process of law to re-enter and re-possess the same at the election of the Landlord, and to distrain for any rent that may be due thereon upon any property belonging to the Tenant. And in order to enforce a forfeiture for non-payment of rent it shall not be necessary to make a demand on the same day the rent shall become due, but a failure to pay the same at the time aforesaid or a demand and a refusal to pay on the same day, or at any time on any subsequent day shall be sufficient; and after such default shall be made, the Tenant and all persons in possession under him shall be deemed guilty of a forcible detainer of said premises under the statute.

Nothing in this lease contained shall confer upon the Tenant any right to the coals, minerals, oils and quarries underlying said land, or any part thereof; but the same are hereby expressly reserved by the Landlord, together with full right, liberty and land room, to him to enter upon the premises and to bore, search, and excavate for the same, to work and remove the same, and to deposite excavated rubbish; and with full liberty to pass over said premises with vehicles, and to lay down and work any such railroad track or tracks as may be necessary and convenient for the above purposes; said Landlord, however, agreeing to deduct from the annual rent “pro-rata” for the land so taken by him or his assigns for said uses.

And it is further covenanted and agreed between the parties hereto, that all the rent herein reserved and agreed to be paid shall constitute and be a lien upon all the crops growing or made on said land during any of the time for which said premises are leased as aforesaid.

And the said Tenant hereby waives the benefit of the Exemption, Valuation and Appraisal Laws of the State of Kansas for the rent herein reserved.

Any assignment of this lease or underletting of said land or any part thereof without the written assent of the Landlord or his duly authorized agents first obtained shall operate to immediately determine this lease, without notice from the Landlord and the rent for the then current year and all arrears of rent shall become immediately due and payable.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease. Witness the hands and seals of the parties aforesaid, the 1st day of April, 1893.

Witness:

ALBERT H. WOLFF
L. PFISTER

By Koehlner & Trapp.
His Attorneys in fact.
HENRY W. FISHER (H. S.)

For valuable consideration I hereby surrender all my rights, title and interest to the within lease after August 24, 1894.
Done this 25th day of August 1894.

HENRY W. FISHER

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88. Lease filed June 17, 1893, at 8 a.m.—“Miscellaneous Record,” Marion county, v. 4, pp. 76-79.
VI. ONE OF THE FORMS OF FARM LEASES USED IN KANSAS ON SCULLY LAND IN 1947

John C. Scully, Trustee for William Scully (hereinafter called the Landlord), hereby rents to John Doe (hereinafter called the Tenant), the following tract of land, in County of Marion and State of Kansas, towit:

[Description of land]

Supposed to contain —— acres; excepting, however, any part or parts thereof which may have been, or may hereafter be condemned or taken for Public Highways, or given, granted or taken for Railroads, School Houses, or other public uses; with full liberty for entry, egress and regress at all times for the said Landlord, his Heirs, Executors, Administrators and Assigns, and for his or their agent or agents, and all persons authorized by him or them without being liable for any damages done to crops or fences of said Tenant—:

TO HOLD (subject to all and singular the conditions, restrictions, and limitations hereinafter mentioned), for the term of —— one —— year—, from and after the first day of March, A. D. 194—, or so soon thereafter as the present Tenant or Tenants occupying said premises, or any portion of them, shall give possession of the same, and ending on the last day of February, A. D. 194—.

And in consideration thereof, the said Tenant— undertakes, promises and agrees as follows:

To pay the said Landlord the following sums, and to do and perform the following things, as rent for said premises:

On the first day of ——, A. D. 19—, $——

(—————DOLLARS).

On the first day of December, A. D. 194—, $——

(—————DOLLARS).

And likewise in addition to said several sums of money aforesaid as part of said rent to pay yearly to said Landlord, at the several and respective times of payment aforesaid, the full amount of all taxes or assessments, general or special, of every kind or nature whatsoever, made, levied or assessed upon or against said land or any part thereof, for and during the period of this lease, for the year 194—. And further to pay interest at the rate of six per cent. per annum upon the amount of said rent and taxes from the time they are herein made payable until the same are fully paid.

And the said Tenant— further agrees that if, during any year of his lease, or extensions or renewal thereof, any portion of the rent reserved for such year shall remain due and unpaid at the commencement of the next succeeding rental year, then and in that event, the portion of the rent remaining due and unpaid, with interest as herein provided, shall be added to and become a part of the rent for such succeeding year.

That said Tenant— will pay said Landlord on the first day of August, in each and every year of this lease, the proportionate amount of the rent here-inbefore reserved, on all land that may have been sown to small grain the spring or fall preceding. And it is hereby further covenanted and agreed, that said Landlord reserves and retains to himself or his agents, or any person by him thereunto authorized, the right of entry upon said land, for the purpose
of fall plowing, any ground which may have been in small grain the crop season preceding the expiration or other sooner determination of this lease, and also of sowing wheat in the corn growing on said land.

It is further expressly agreed between the parties hereto, that if default shall be made in the payment of the rents above reserved, or any part thereof, or any of the covenants or agreements herein contained to be kept by said Tenant—, it shall be unlawful for the Landlord or his legal representatives, to enter into and upon said premises, or any part thereof, either with or without process of law, to re-enter and re-possess the same at the election of the Landlord, and to distrain for any rent that be due thereon upon any property belonging to the Tenant—. And in order to enforce a forfeiture for non-payment of rent, it shall not be necessary to make a demand on the same day the rent shall become due; but a failure to pay the same at the time aforesaid or a demand and refusal to pay on the same day, or at any time on any subsequent day, shall be sufficient; and after default shall be made, the Tenant— and all persons in possession under —him shall be deemed guilty of a forcible detainer of said premises under the statute.

And it is further covenanted and agreed between the parties hereto, that all the rent herein reserved and agreed to be paid, shall constitute and be a lien upon all the crops growing or made on said land during any of the time for which said premises are leased as aforesaid; and upon any and all teams, farming implements, fences, buildings and chattel improvements and machinery owned by said Tenant— and used on said land during said time; and that this lease may be filed at the proper office, and will be a chattel mortgage on said property for said purpose.

Any assignment of this lease, or underletting of said land or any part thereof, without the written assent of the Landlord or his duly authorized agents first obtained, shall operate to immediately determine this lease, without notice from the Landlord, and the rent for the then current year and all arrears of rent shall become immediately due and payable. And it is further agreed between the parties hereto, that the Landlord, shall he deem it necessary may, at the cost and expense of the Tenant—, employ men, teams and machinery to go upon said premises and cultivate the crops and harvest them, or to do anything that is necessary to promote their growth or save them at any time before they are in the granaries, the whole expense of the same to be a lien upon the said Tenant’s share of said crop.

That the said Landlord is not liable to make or erect any houses, fences, or other improvements whatsoever on or about said lands, nor to be liable to contribute in any way to the making, erecting or repairing of any such houses, fences or other improvements; nor to allow for the same; nor to be responsible for any damage that may arise or be done through any want of or deficiency in the same; the said Tenant— taking said premises as they are, and being permitted to make all such improvements as —he— may deem necessary for the efficient cultivation of said land and for the protection of the crops at his own exclusive cost and expense. But the said Landlord hereby agrees, that upon the expiration of the term of this lease, and upon the rent and taxes herein provided for being fully paid, and the other promises and undertakings herein written having been done, kept and performed by said Tenant— (but
not otherwise), that he, the said Landlord, will consent to the removal of all buildings, fences or other chattels made or erected by said Tenant—upon said, or belonging to—him—thereon, Provided, that said removal be made promptly; all buildings, fences or other improvements thereon belonging to the Landlord, and all additions or repairs that may be made or done to the same during this lease and any hedges or live fence, fruit or other trees that may be planted, set out or grown on said premises at any time previous to or during the term of this lease, shall be deemed fixtures by both parties hereto and shall not be removable under any circumstances or at any time. The Tenant—shall not cut or remove any trees of any kind without the written consent of the Landlord or his agents.

Nothing in this lease contained shall confer upon the Tenant—any right to the Coal, Minerals, Sand, Gravel, Mines, Oils and Quarries underlying said land, or any part thereof; but the same are hereby expressly reserved by the Landlord, together with full right, liberty and land room to him, to enter upon the premises to bore, search, and excavate for the same, to work and remove the same, and to deposit excavated rubbish; and with full liberty over said premises with vehicles, and to lay down and work any such railroad track or tracks as may be necessary and convenient for the above purposes: said Landlord, however, agreeing to deduct from the annual rent “pro-rata” for the land so taken, by him or his assigns for said uses. It is agreed between the parties hereto, that this lease is made and accepted subject to the reservation: That, if any portion of said land is leased for oil or gas operations, or either of them, by the Landlord, this lease shall be abrogated and surrendered as to rights of the tenants, as to said portion of said land, but a proportionate abatement of the rent for the land leased for said oil and gas operations shall be made by the Landlord.

That said Tenant—will cultivate and manage said land in a good and husbandlike manner. That—he—will pull out, clean out and destroy all burrs, thistles, sunflowers and other weeds on said land and pasture and the public road adjoining by the first of August in each year. That—he—will, on or before the first day of August in each and every year of this lease, mow or plow all lands sown to small grain. That—he—will take care of, cultivate, protect and maintain all hedgerows, fences, fruit and other trees that now are, or may hereafter be planted on said land by the first day of January in each year during the lease and burn the brush. That—he—will at his or their own expense, keep open, clean, plow, scrape, and dig out all ditches and drains that now are or may hereafter be made on said land, by the first day of October in each year during this lease; and that—he—will deliver up said premises to the said Landlord in good order and condition as they now are, at the end or other sooner determination of the period for which the same are let, reasonable wear and tear only excepted. That said Tenant—will not sublet, remove, sell or dispose of the stalks standing on said land, but shall have full pasture privileges for—his—own livestock. That—he—will not suffer, allow or permit any horses, hogs, cattle or other livestock to feed, run or be herded on said land when the ground is soft and would be injured thereby.

And the said Tenant—further agrees that—he—will sow at least —— acres of said land in small grain such as wheat, oats, rye, flax, or millet, in each and every year during the continuance of this lease.
And the said Tenant—agrees to sow, or if already sown, to keep growing and maintain at least ——— acres of said land in alfalfa during —his— tenure of this lease and any extension or renewal thereof; and no rent shall be remitted for alfalfa plowed under. No permanent pasture or meadow shall be broken up, without the written consent of the Landlord or his Agents.

The said Tenant—will sow in clover or sweet clover, either in oats or alone, at least one eighth of said premises exclusive of land in house lots, orchard or permanent pasture, for the purpose of changing and resting the land. The legume crop, herein required to be sown, shall not be plowed under sooner than eighteen months from the time the same was sown. The Landlord agrees that every acre of the above required legume crop plowed under, the rent at the rate above specified shall be remitted, and the Tenant—may pasture or graze said legume crop, or cut same for use on said land only. But none of the legume crop, except the seed shall be sold or removed from the land. The Tenant—agrees to pay an additional rent of $5.00 per acre for each acre of the required amount of legumes not grown and turned under as herein provided. Corn shall not be planted on any land where corn was grown during the two years next preceding.

For soil conservation, prevention of erosion and maintenance of soil fertility, the tenant agrees to seed brome and legumes or native grasses, in all waterways and gullies and on any other areas designated by the landlord or his agents, and to help and cooperate in the establishment of grass waterways and the prevention of erosion, as directed by the landlord or his agents. For such waterways, gullies and erosion prevention areas established in grass, to the satisfaction of the landlord or his agents, the landlord agrees to allow a credit of $——— per acre for one year only. Any area once established in grass under the provisions of this paragraph shall be deemed permanent grass land and a penalty of $10——— per acre will be assessed against the tenant for plowing up or disrupting any such area without the written consent of the landlord or his agents. The tenant may pasture, graze, cut for hay or seed, such legume and grass crops, only after the same, in the sole opinion of the landlord or his agents, is well established but no hay may be removed from the premises without the written consent of the landlord or his agents. Any such area shall not be included as crop rotation land.

The Tenant—further agrees to seed brome and legumes, or native grasses, in all waterways and gullies as directed by the Landlord or his Agents, and to help and cooperate in the establishment of grass aprons, waterways and prevention of erosion. Any such area shall not be included as crop rotation land. For such waterways and gullies established in grass, the Landlord agrees to allow credit of $——— per acre for one year only. Damages of $——— per acre will be charged against the tenant for plowing up or disrupting any waterways or gullies that have been established in grass, without the written consent of the Landlord or his Agents.

For eradication of bindweed and other perennial noxious growths the Landlord agrees to allow a credit of $——— per acre for ——— acres of infested land, provided an approved method of eradication is employed by the tenant, and subject to the inspection and approval of the Landlord or his Agents. Land designated for bindweed eradication hereunder shall not be eligible for abatement or rent remittance under the terms of either of the two preceding para-
graphs. In no case shall credit or rent remittance be made in excess of —— for each 160 acres under lease, for brome and legume crops established, for waterways and gullies seeded or bindweed tracts brought under treatment, for any single year.

The Tenant accepts this lease with full knowledge of the danger which might arise from the present or any future electric line construction, fixtures and equipment, and assumes all risk thereof and agrees to indemnify and hold harmless the Landlord from any loss, damage, costs or expense arising therefrom or out of any injury resulting therefrom to any person or persons.

Nothing in this lease contained shall be construed to create a tenancy longer than the one year term herein specified.

And the said Tenant—hereby waives the benefit of the Exemption, Valuation And Appraisement Laws of the State of Kansas for the rent herein reserved.

And it is further mutually agreed that this lease merges all prior promises, agreements, or understandings, as to the contract between the parties thereto, and that this contract shall not be altered or changed, except in writing endorsed hereon and signed by the parties hereto; that no act of either or both parties, or a holding over, shall be construed as an extension of this lease, unless the same shall be reduced to writing and signed by both parties hereto.

Said Tenant—agrees to use said premises for farming and grazing purposes only and that the same will not be used for any other purpose.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Witness the hands and seals of the parties in triplicate, this ——day of —— A. D. 194—.

WITNESS: ____________________________ Seal

______________________________ Seal
______________________________ Seal

THIS MEMORANDUM, made and entered into this day, witnesseth: That ———— the Lessee—- in the within lease, and whose name— subscribed hereto, by and with the consent of Landlord, the Lessor herein, has sold to ———— whose name also appear— subscribed hereto, all the buildings, fences and chattels on the demised premises, belonging to the said Lessee; and hereby undertake, promise and agree to and with the said Landlord, to do and perform, stand to and abide by all and singular the covenants, undertakings, promises and agreements to be done upon, kept and performed by the said original Lessee— as in said lease written, and hereby acknowledge ——sel!—— bound by all and singular the conditions, limitations, restrictions, penalties and forfeitures therein contained, in the same manner and to the same extent as if ——he— were the original Lessee— therein.

Dated at—— this —— day of —— A. D. 194—.

The consent of the Landlord is hereby given to the foregoing transfer.
Dated at Lincoln, Ill., this —— day of —— A. D. 194—.

By ———— His Attorneys in fact.
VII. A Form of Hay and Grazing Lease Used on Scully Land in 1947

This indenture, made this ——— day of ——— 194—— between John C. Scully, Trustee for William Scully, party of the first part, and John Doe, County of Marion, State of Kansas, party of the second part.

Witnesseth, That the said party of the first part, in consideration of the covenants of the party of the second part, hereinafter set forth, does by these presents lease to said party of the second part, the following described property, to:

[Description of the land.]

Supposed to contain ——— acres.

To have and to hold the same to the said party of the second part for the term of one year from the first day of March, 194—— to the last day of February, 194——. And the said party of the second part, in consideration of the leasing the premises as above set forth, covenants and agrees with the party of the first part, to pay said party of the first part, as rent for the same, the sum of ——— Dollars, and the taxes assessed against said land for the year 194——, payable as follows, to wit:

On the first day of ——— 194——, the sum of ——— and taxes assessed against said land for the year 194——.

And further, to pay interest at the rate of ——— per cent. per annum upon the said amounts, from the time they are herein made payable, until the same are fully paid.

The said party of the second part further covenants with said party of the first part, that at the expiration of the time mentioned in this lease, peaceable possession of the said premises shall be given to the said party of the first part may, at his election, either distraint for said rent due, or declare this lease at an end, and recover possession as if the same were held by forcible detainer; the party of the second part hereby waiving any notice of such election, or any demand for the possession of said premises. And it is further covenanted and agreed between the parties aforesaid that said land shall be used for haying and grazing purposes only.

And the Tenant hereby give—— to the Landlord a lien upon the fences and all improvements on said premises, and in default of the payment of the rent reserved when due, the Landlord or his agent or agents may sell the same at public sale after ten days notice, and apply the proceeds thereof, after payment of the costs of sale, to the payment of the rent due under this lease.

No greater number of cattle shall be pastured on said land than in the ratio of one head to each ——— acres of land, and in case the Tenant shall surcharge said pasture, —he—— agree—— to pay double the amount of rent herein reserved as agreed and liquidated damages.

The said Tenant—— hereby waive—— the benefit of the Exemption, Valuation and Appraisement Laws of the State of Kansas to secure the payment of the rent herein reserved.

The Landlord reserves from this lease all rights to coal, minerals, oils, gas, and quarries, underlying said lands, with full right to search, bore and drill for the same, a ratable deduction of the rent being made for land so used by the Landlord.
The Tenant—agree—to keep all weeds mowed in the pasture and along the highway and to keep the hedges trimmed.

In case of severe drouth causing shortage of feed or water, the Tenant—agrees to remove all stock upon request of Landlord or his agents, ratable adjustment of rent being allowed by Landlord for unexpired portion of said grazing season.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Witness the hands and seals of parties aforesaid.

______________________________ Seal
______________________________ Seal
______________________________ Seal