
RELATIONS BETWEEN OWNERS AND TENANTS.

TO Americans contemplating the purchase of agricultural land in the Philippines, and a permanent residence in the country, the matter of native labor has seemed an almost insuperable obstacle to investment. There is less uniformity in the land-tenure system in the Philippines than in the United States, and, owing to the native laborer's lack of intelligence, whatever harmony of adjustment comes about must originate in the investor's power to adapt himself to well-established conditions; and while it is true that American business concepts do influence the relations of employer and laborer, that influence must be primarily subtle, not obvious. The American who would be a successful farmer in the Philippines must inform himself, in far more than superficial details, of the systems of land tenure in use, of their distribution, and of the peasant's own attitude toward landownership and agricultural industry.

Among the Americans who have foresight and ability in adapting themselves to local conditions is Mr. Percy G. Hill, whose experiences have a utilitarian value to every prospective hacendero, Filipino or American, or to any corporate body contemplating agriculture on a large scale.

In the early days Mr. Hill took up land in Nueva Ecija, in the Muñoz district, not far from the Central Luzon Agricultural School. He was not a scientific man, but he was instinctively a practical analyst, and he perceived that, for the most part, labor difficulties in the Philippines grow out of mutual misunderstanding, and that, in the case of parties mentally unequal, the burden of effort to adapt must be with the more intelligent party. He therefore acquainted himself with the nature and form of contracts to which Filipino labor had long been accustomed. Owning a large hacienda, he worked it on the share system. His contract with his laborers is a most interesting document; but before its translation in detail is submitted, a few words of explanation are necessary.

Philippine agricultural lands¹ are owned in large, medium,

¹For the statements of fact with regard to land tenure and systems of cultivation, the writer is indebted to Mr. Hugo Miller of the Bureau of Education, who discusses them in Chapter XII of his book, "Economic Conditions in the Philippines." (Ginn & Co., Boston.)

and small parcels. The large parcels are cultivated on either proprietary, share, or rental systems. The "kasama," one of the varieties of the share system, prevails on "nearly all the large holdings in the central plain of Luzon, in Zambales, and in the Cagayan Valley." The wording of Mr. Hill's contract is a practical explanation of the kasama system, except as the word *takalanan* needs definition. The word signifies a repayment with interest, from the laborer's share of the crop, on advances in food or money made in excess of contract stipulations. The rate of interest varies, increasing from 50 per cent to 100 per cent.

CONTRACT REGULATIONS AGREED TO BY TENANT.

ARTICLE 1. A tenant who enters into a contract presumably wishes to better his condition and to gain a livelihood for himself and his family; therefore, no one is expected to present himself who is trifling or lazy, who intends to defraud the proprietor of his (the proprietor's) half of the crop, or who does not wish to obey instructions.

ART. 2. During the working period,¹ a ration of palay is issued each Sunday, sufficient for the family for a week; and, on this day, the tenant must labor a few hours, mending fences, plowing the garden, or doing work of like nature.

ART. 3. (a) The tenant is strictly forbidden to take the carabao or work animal to any other barrio or town, to use it in catching deer, fish, or partridges (pamoge, etc.), or to use it in performing any other work without the permission of the owner. In case an animal is injured through the tenant's disobedience of this order, the tenant will make due compensation to the proprietor.

(b) If an animal is sick, the tenant will immediately give notice, so that the animal may receive medical treatment if it is necessary.

(c) The tenant will be held strictly responsible for proper care and feeding of the animal.

ART. 4. (a) The expenses of the transplanting, including food of the laborers engaged in this work, will be borne by the proprietor.

(b) The harvest will be the tenant's work, and all expense will be borne by him.

(c) The regular ration will stop upon completion of the transplanting, but if the tenant continues to draw rations, he may do so at current market prices.²

(d) After the planting of the main crop, the tenant will plant two paddies for the use of himself and family during the harvest time; but, as these will mature late, he will cut for his subsistence from the first ripe palay, leaving his own paddies as a substitute to the main crop.

¹ The working period means the planting period during which the tenant lives at the proprietor's expense. While the crop is maturing, the tenant lives at his own expense.

² It is the repayment with interest of this ration bought that is later described as "takalanan."

ART. 5. In case the tenant neglects to plant the seed given to him in proper season, he will be held responsible for loss or damage caused by said neglect.

ART. 6. (a) The winnowing is the work of the tenant, for which he will receive four per cent of the output, or one ganta per cavan.

(b) After winnowing, an amount of seed equivalent to that advanced to the tenant for planting will be deducted, and the remainder of the crop will be halved.

(c) The light grain winnowed out will be equally divided, since it is a part of the harvested crop, and will be used for the maintenance of the animals of both proprietor and tenant.

(d) If a threshing machine is used, the tenants will, each and all, help the threshing crew.

ART. 7. There will be no extra sheaves left in the field, as the loose palay of the stacking will be equally divided; and the palay once stacked, threshing commences.

ART. 8. The proprietor's share of the crop must be hulled first, but the tenant can hull an occasional cavan (for his own use); but after the proprietor's share is hulled, the tenant can have the use of both carts and animals for hulling his own share.

ART. 9. The tenant will make no agreement with other parties to raise hogs or chickens on share so long as the proprietor has animals which he (the tenant) can raise on equal share.

ART. 10. All secondary crops such as mongos, beans, oil seed, tobacco, camotes, and peanuts will be equally divided after seed has been deducted.

ART. 11. Corn will be harvested by the tenant and tied in bunches of twenty. An amount of corn in the ear equal to the amount of seed advanced will be deducted, and the remainder equally divided.

ART. 12. Sugar-cane products, either sugar or *base*, will be equally divided.

ART. 13. Enough rice will be hulled by the tenant to furnish sufficient food for his transplanters. During the transplanting season, each tenant will furnish at least one transplanter who will not be allowed to transplant the tenant's or any other's rice until the proprietor's crop is planted.

ART. 14. The tenant will work on the main dam and ditches, doing so on whatever day or days shall be appointed, and will strictly comply with the regulations governing the use of water on proper days and during proper hours.

ART. 15. The ration received by the tenant will be returned to the proprietor in the same amount as received. The proprietor does not wish the tenants to run into debt or to pay out money in *takalanan*; but, if there is no remedy, the tenant will pay at the rate of one peso per cavan in the patio. Once the threshing is finished, the tenant, for his guidance, will be given a statement of his debt or credit.

ART. 16. (a) The tenant will strictly comply with the orders he receives from the proprietor or foreman. Since his reason for entering the contract is to harvest as large a crop as possible, he is not to promise anything with which he will not comply.

(b) When the tenant hears the horn blowing, he will at once respond quickly, as this is generally a call to fight fire or thieves, or to maintain

order; and he is expected to work in harmony with his fellow employees in rendering efficient help.

ART. 17.—The tenant will see that his work is thorough and clean, so as to increase the yield of the land. He will use a hoe to uproot the *talahib*¹ and will clean and strengthen the rice dikes.

ART. 18. When a tenant neglects to tie up his animal, and it destroys crops, he will pay for the amount of damage done.

ART. 19. That all the tenants may obey these regulations, a set of fines will be in force as follows: For disobeying article 2, six gantas of palay; for article 3, one-half cavan; for article 6 (see No. 7), the seizing of the palay; for article 13, twenty centavos; for article 16, first six gantas to one-half cavan; for article 18, the amount of damage done. If all the tenants obey the regulations, no fines will be imposed, but it is necessary to punish the *paking*, or willfully deaf, as these men thrive on the labor done by the willing ones.

ART. 20. For the protection of both parties, the pass book will be presented whenever money, palay, or tools are issued.

ART. 21. The tenant who is industrious and diligent will live in comfort, as his share of the crop will be large, but the lazy, the hidebound, and the triflers will suffer want and poverty till death.

This contract is, in itself, a chapter on economics. It is not a document expounding a theory, or one compiled with the intention of enlisting sympathies. It is a matter-of-fact record of real conditions. Article 2, for instance, indicates clearly the paternal relation existing between landlord and tenant. The tenant is heedless and wasteful, taking no thought for the morrow. His employer deals with him as a child, limiting his ration to amounts which must be quickly consumed. The tenant trusts his employer. The palay used in the ration must be returned from the tenant's half of the crop. The employer keeps the account, and an unjust man may demand many fold what was given. On the other hand, the employer sometimes loses. The working season—roughly, from May to October—is usually the period of highest price for palay. The employer may issue several cavanés of rice for rations at ₱3 or ₱4 per cavan, but he takes rice in payment at a rate of ₱1.50 per cavan.

Article 4 of this contract is, from the standpoint of oriental customs, an exceedingly generous one. Usually the proprietor and tenant share the expense of transplanting, and, as the tenant has no capital, he has to borrow at an enormous rate of interest. The insertion of a clause which is intended to prevent the tenant's loading himself with debt is an effort to better the conditions of labor.

Article 13 has in view a steady supply of labor, and is intended

¹ Talahib, a rank grass.

to protect the proprietor from the thrifty habits of a tenant who might argue that a bird in the hand is worth two in the bush and that a daily wage in the present is worth more than a possible recompense in the future.

Of article 15, Mr. Hill himself states that all men who live from hand to mouth will run themselves into fabulous debt unless checked, and that "takalanan" is about the only way by which an employer can get even. He estimates the employer's loss through theft at 8 per cent of his half of the crop. The employer loses, also, by the fact that he issues rations when palay is at its highest price, and is repaid in kind when it is at its lowest. Lastly the tenants, from October to February, take the grain that they need for subsistence from the fields, and sell or trade it to peddlers. This grain should be equally divided but, as it is impossible to check it, it goes to the tenant. On these three counts the employer estimates his loss to be from 12 to 15 per cent of his half of the crop. He evens up by taking "takalanan." The system is a very old one, satisfactory to both tenant and proprietor.

Article 17 is an endeavor to secure fair work. Capital is intelligent, handicapped, and honest or dishonest according to the accident of circumstance. There are apparently none of the protections for either party which are the inevitable concomitants of intellectual development within the state. If, within the next two generations, such a stage of intelligence can be secured, through the medium of academic and industrial training in the public schools, that the laborer can arrive at a fair working knowledge of the elements of agriculture; if he can attain enough of arithmetic to keep his own accounts, and enough of general education to do a little thinking for himself, there is no doubt that the better class of proprietors will be only too happy to meet him halfway and to modernize the contracts in his favor.

There is nothing in the prevailing systems of agriculture leading to a betterment of conditions. The only hope for the Islands is an advance in intelligence in the laboring classes. Mr. Hill, himself, says that tenants are at the mercy of an employer's caprice as regards debt and the rules governing the same, and that an unrest is already beginning to show itself among the *kasama*. But he feels also that "no man has to be a paragon to get along with native labor on its own lines, if he does not expect too much," and he sums up his convictions in these words: "As a rule, the Filipinos have their own way of gathering their crops and doing their other labor;" and when

one considers that they have no real necessity to urge them to work, they are more truly industrious than we who are obliged to toil. The business of collecting and of disposing of their products is apparently loosely organized and unique; but it is admirably adapted to the people and to the conditions that obtain at present in the Islands. What they may be a generation hence is another problem.

PLAN FOR TEACHING LACE MAKING IN THE BARRIOS.

Most teachers in barrios being men, they have difficulty in directing girls' industrial work. They know little about fiber exercises, less about plain sewing and nothing about lace making and embroidery. Where this difficulty is met the following plan is found to be helpful in the Catbalogan district where it is being used in connection with lace making.

Two girls in grade two or grade three, industrial work, go to the central school and take a two weeks' course in lace making under the direction of the teacher in charge of the work in the central school.

The lace-making course as given in the Samar Normal Institute of 1913 gives eleven preliminary lessons. Pupils who learn these are able to begin practice work on any of the lace models in the industrial catalogue. The girls who take this work are considered as "pensionadas" of that barrio. It is not difficult or expensive to get them to come to the central school. Many of them have relatives or friends with whom they can stay. If they have not, they may bring their food with them; or, better still, the other girls of the school may contribute a small amount toward their support while in the central school. In return for this the "pensionadas" will teach the lessons they learn.

These girls have their bobbins and pillows prepared before they leave their barrio. During the two weeks the "pensionadas" are in the central school they can learn the eleven preliminary lessons and one advanced lesson. All of this work they take back to their school with them. They give all or most of their time during study hours to the practice of these lessons.

This plan seems practical and can be used in introducing such other lines of work as plain sewing, fiber work, embroidery, or even mat weaving. Care must be taken however, not to abuse the system. Supervising teachers and principals should see that girls are taught work that is needed and can be successfully carried on in the barrios. (Chas. S. Crowther.)