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Remembrances of William Scully emphasized his large tenant-operated landholdings, his use of cash rent for one-year leases, his unwillingness to supply improvements, and his various conservation measures. Unrealistically, these elements of the Scully system were treated as if they had always existed, rather than as the accumulation of experimental practices of a lifetime. Scully was also portrayed as a prophetic capitalist who combined realism and great vision; at the same time he was presented as the harshest of harsh landlords with absolutely no feeling for his tenants, one who imposed onerous obligations on those unfortunates who happened to farm his land.

As might be expected, some truth and some falsehood lie in all of these assertions. Even to assign to Scully great skill and shrewdness in carefully selecting his first holdings in Illinois, without recognizing that this was the only large block of land then available or that he soon decided to sell, ignores reality. Forgotten, in most stories of Scully’s early years in America, was the fact that he had something like $85,000 to pour into low-cost land. This wealth would have evaporated or gone down the drain had he not had other income in Ireland to fall back on during the years that expenses on his American estates far outpaced his income from them. Also, this choice, high-quality land gained the superb classification after tiling and draining, which required heavy investments over many years. So, statements about William Scully—that he never sold land or that he always required one-year leases or that he could neither read nor write or that he never provided improvements or that he always found local opposition—become suspect, if
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not actually untrue. More reasonably, Scully may have recognized the inherent value of the wet lands that he acquired in Logan County in 1850 and 1851, but of more importance to him was getting that property at a very low price. Once he had the land, he did not know what course to pursue; first he started farming it himself; then he began to sell. When neither worked out to his satisfaction, he showed a considerable flexibility in finding ways of leasing his unimproved land. As might be expected, he relied heavily on his Irish background for usage related to leasing. Then he transferred almost all his personal attention to his Irish lands until his experiences at Gurtnagap and Ballycohey soured him on the future of Irish agriculture. Thus, when he was ready to concentrate his scrutiny on his American estates, time had been on his side, and the value of these estates had increased almost tenfold from twenty years earlier.

William Scully's long life was one of learning and growth and one that was not without problems produced by his own self-image. He was merely an observer from the gentry—the landed class—until 1843, when he was given some land in Tipperary. As a beginning landlord, from 1843 to 1850, he survived the potato famine and even saved money. During the 1850s and 1860s he got his start in Illinois and gained horrendous notoriety for his landlordism in Ireland. The prosperity of his American estates after 1870 and his expansion into Kansas and Nebraska gave him the opportunity to put into operation his ideas regarding the proper way of handling an extensive landed estate. Agents, whom he selected to get the job done, stayed with him for many years and usually they were good appointments. By 1890 the pattern, typically recognized as the Scully land system, was emerging. The days of trial and chance success were over. More wealth was available for adding lands in Missouri. Scully looked upon his younger family as the reason for an extension of his vast landed estate into the future. The years from 1890 to his death in 1906 were employed to assure the perpetuation of the Scully way of leasing land on his American holdings. In looking back over his long life as a landlord, William Scully had a tendency to see each step in the amalgamation and maintenance of his huge estate as a part of a premeditated plan, where in actuality a considerable number of them were accidental. He did not dwell on the problems and opposition that he had encountered. Instead he maintained:

My landlordism in the United States has never injured society in any wise. I have been strict. I have been careful. I feel that I have been fair and that I have been honorable in all I have done. I do not believe you can find a man in any of the states in which I have land who will say that I have done an unfair or a dishonorable thing.
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Would it not be easy to know it if I had been an oppressive landlord? Would my tenants have stayed on my farms in this great land of free men and innumerable farms to be had for the taking?¹

Of course, by the twentieth century his landholdings were completely under lease. He was then portrayed as the "nation's most extensive landlord."² His ideas about conservation of the land's fertility through the use of clover or alfalfa were being incorporated into each formal lease. His benevolent paternalism with his agents and his tenants was increasingly displayed. Contrary to speculation, he did not foresee a time when his lands would be divided into small tracts and sold outside the family.

William Scully's wealth at the time of his death late in 1906 was variously reported at figures from ten to fifty million dollars.³ Land values in Nebraska and Kansas doubled between 1900 and 1910, while there were less spectacular increases in Missouri and Illinois. It would not be unreasonable to place the value of the estate that he put together in America at fifteen million dollars, plus additional amounts that could have been just as high for securities that he owned. These reports, of course, did not take into account the fact that Scully had transferred his lands to his wife and to others shortly before his death.

His will, which reinforced these transfers, bequeathed all of his American holdings to his wife. It was filed in the probate court in the District of Columbia on February 1, 1907, delayed to that time until an agreement, completed the previous day between Mrs. Julia Aungier, the middle daughter of William Scully and his first wife, and Mrs. E. Angela Scully, could be signed, in which Julia renounced all claim to her father's estate. While the administrative docket said that Mrs. Aungier would receive "$1.00 and other considerations," she was actually paid £5,000 sterling two days after signing and an additional £5,000 thirteen months after the date of admitting the will to probate.⁴ Almost two years later, Mrs. Scully appeared in the court to answer questions about the estate, and it was settled almost a month later.⁵

E. Angela Scully retained ownership of the Washington house for all of her remaining years, and she lived there part of the time. But after 1912 she usually resided at 12 Holland Park in London. In keeping with the oral instructions from William Scully, she did not divide the Scully estates among her children for another dozen years. She did draft English and American wills in 1912, perhaps as a consequence of two serious bouts with gallstones, which required surgery that was successfully performed in 1915.⁶ In her English will, Thomas was given additional Irish land, but he had already gotten his mother to sell most of the Kilkenny lands, for which a lower price was received than that negotiated when his father was alive.⁷ In
that will, most of E. Angela Scully’s properties and personal effects in the United Kingdom were to go to her daughter, Angela Ita Harriet, who had become the wife of Edward Arthur Parry. The daughter was requested to “look after and provide for Kathleen Scully . . . as I have done in pursuance of a request” from William Scully. 

A considerable part of Mrs. Scully’s wealth was invested in bonds and securities, using criteria set down much earlier by William Scully. The agents in Lincoln were responsible for buying, selling, clipping coupons, and handling these investments. The matter of potential English inheritance taxes on her estate began to plague her advisers. So Frederick Trapp rented an extra safety-deposit box for her in Washington in which she could put bonds and securities so they would be out of reach of the British government. Later, a safe, which weighed three tons, was purchased and housed in a Washington warehouse so that unregistered securities and other family valuables could be stored. Trapp explained that

the object of renting this additional box is, of course, to prevent the English government from attempting to collect an inheritance tax upon your American estates, lands as well as bonds, by a seizure of the bonds which you intend to devise to your daughter, which would, as a matter of fact, take all of those bonds to realize the amount that would be assessed against the property in America. 

Under the ownership of E. Angela Scully there were no noticeable changes in the extensive Scully estates, even with regard to her sons, who continued to be carried on the payroll. Hers was a holding operation before passing the wealth to her children. Koehnle had died, and the Lincoln partnership brought in Pickrell to form the firm of Trapp and Pickrell. Annual deposits to Mrs. Scully’s bank account in the United States in the remaining years of the golden age of American agriculture continued to be high. From 1907 to 1918 they ranged from $235,000.00 to a high of $404,317.24, for an annual average of $365,000.00. When her annual income from all sources reached $800,000 in 1918, she decided to do something about it by dividing her estate. Thomas, her elder son, was given the land in Illinois and Missouri; Mrs. Parry, her daughter, was given a large block of securities; and Frederick, her younger son, was given the Kansas and Nebraska land. At the ages of forty, thirty-eight, and thirty-seven, her children, she thought, had gained the proper maturity to be entrusted with great wealth, and they could be trusted to control it in the Scully way. On the advice of Frederick Trapp, she divided her gift to her three children, made at Christmastide, 1918, into equal thirds. Later she would follow this practice of not favoring one or two of her children over the others.
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By the time John C. Scully received the Butler County land just before William Scully's death, he was living in Peoria, Illinois. His schooling had been climaxed by a law degree from the University of Michigan, and he had established a law practice in Peoria. His Butler County property was handled separately from the lands of E. Angela Scully, but his agent still communicated with agents for the other Scully lands. On their biennial visits, Thomas and Frederick Scully were sometimes accompanied to Kansas by John. All the Scullys were captivated by the oil discoveries in Butler County, beginning with the spectacular strike at Stapleton No. 1 in October, 1915. Some of John's land quickly came under oil leases, and successful wells were drilled on it. So, oil royalties added to the bounty that he had received from William Scully.12 Louise, his sister, had married Clark D. Simonds and had moved to Portland, Oregon; but her income from land in Butler County, Kansas, and from some land in Logan County, Illinois, continued.

Between 1914 and 1917 Frederick Scully bought about 27,000 acres in Lafourche Parish, near Cut Off, Louisiana. This land, which was located about 35 miles south-southwest of New Orleans, was mostly swamp and needed drainage before it could be used for farming. Eventually, about one-tenth of this area was set up as a private agricultural experiment station and was named Clovelly Farms Plantation. Many years were to pass before these Louisiana investments were to produce revenue. Frederick's assets in Louisiana, however, were not limited to products of the land surface, for oil was discovered on this land before it was found on any of his other properties. Try as he might, he could not strike oil on his Marion County land, even though there were producing wells in adjoining sections. Thomas was so proud of the tile drainage system in Logan County, Illinois, that Frederick began such a project in Gage County, but it was soon abandoned as being entirely impractical.

Thomas Scully continued to oversee the farming on his Irish lands. Like his father before him, Thomas went armed when walking about Ireland, but not with a revolver hidden in his pocket—he openly carried a Winchester carbine. Later he commented that they had expected to lose their Irish estates. "We all knew that we were living under the sword of Damocles for in those days as now there was considerable insurrection in Ireland." Because of the pressure for sale of large private holdings, except for only a small acreage containing an ancestral homestead, such as Ballinaclough, "all of the Irish lands had to be sold after the passage of the Irish land reforms." The price that Thomas Scully received was far below the value that he placed on the land, so he went to Ireland to appear before the Land Commission. He knew that there was little chance to get the price he wanted, but somewhat proudly, he later recalled that "I accused them in
the very stronghold of their knavery and received a judgment of 2,000 pounds more. 13 However, the Irish Land Commission’s final offer in 1925 was less than the price that the land would have brought in William Scully’s time and was only about one-fourth of what Thomas thought it was worth. Moreover, the payment was in Land Bonds salable at 90 percent of face value, which caused Thomas to sell them the day that they were issued. 14

During the years that E. Angela Scully owned the vast Scully estate there is no record of her having visited each of the counties where she had land. However, the requirement for maintaining alfalfa on a specified portion of each farm was extended to all leases in Nebraska and Kansas. Not until 1918 were all Scully farming leases in those states growing alfalfa, a crop that was considered so sure that the rent would always be paid. Clover was to serve much the same purpose on other Scully lands, and the proportion of each farm that was sown to clover was gradually increased. Both alfalfa and clover, as legumes, would add to soil fertility; but at first there was tenant resistance to growing them. However, the recognized worth of these crops, plus a proviso in the lease that rent would be abated on the portion of the land on which legumes were grown, produced strong tenant support. The Illinois leases also stipulated that ten acres in bluegrass be maintained as permanent pasture on each farm. 15 Mrs. Scully’s contact with her estate was primarily through Frederick Trapp. She carefully watched expenditures and helped to establish policy on the estates in the manner that she had observed when the lands were owned by her husband. Estate matters took little of her time, and most decisions were made without her direct knowledge.

In the final years that William Scully owned the land, he asked his agents to report the number of planted trees on each farm, and he supported efforts to increase their numbers. In Nuckolls County, Nebraska, few of the Scully leases had many trees, and sixteen of them were reported to be “entirely destitute of trees” near houses. Thus, tree contracts were prepared to compensate tenants for planting and maintaining trees, somewhat as had been done earlier in Illinois. Mrs. Scully continued to get these tree reports during her ownership, but agents claimed that few tree contracts were in force.

Both Thomas and Frederick Scully promoted additional use of legumes on their lands immediately after they gained ownership. Tenants generally prospered in the years during World War I with the increased production and higher prices for farm products. Cash rents had not kept pace with the increased revenue that was generated on each farm or with the value of the land. So, late in 1918, the one-year leases prepared for the following year showed a substantial increase in cash rent. About that time the war ended, and prices for farm products stayed up briefly, and then collapsed. The
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Scully tenants began to chafe under the pressure of the new higher rents in the face of declining farm prices, and a revolt was brewing that was quite different from the troublous times of the 1880s, when outsiders had been the cause of Scully's grief.

Dissatisfaction broke out among Scully tenants in Illinois in 1918, just before the transfer of the Illinois estate to Thomas Scully. A later interpretation of this friction suggests that it involved a struggle for power between Henry Fox and Frederick Trapp, now partners and chief agents in Lincoln. Fox was trying to precipitate an uproar in order to get the Scullys to oust Trapp, then in his late sixties, who had been with the estate since 1886. Trapp warned Thomas Scully about taking action to stir up tenants, because, he said, "Your father and I went through a tight spot one time and agitators went to the legislature and got a law restricting descent of land for alien absentee owners which forced him to become a naturalized citizen." 16

Rents in Illinois had been $5 per acre from 1914 through 1917, then they had been increased to $6 in 1918. In the fall of that year, tenants were notified of a sharp increase—to $10 per acre for 1919. When trouble with tenants flared up, Fox explained to the press:

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. Too, we thought the war was going to continue. There is no doubt but that our farmers can make good returns under this new scale of rents. 17

A compromise rate of $8 per acre, with no rents to be paid on land in legumes, ended a threat of tenant revolt in Logan County, where tenants had long tenure and large investments in improvements. This tenant unrest may have been nipped in the bud by the nonrenewal of a lease for a tenant of twenty years who was most active in opposing the rent raise. In words reminiscent of Irish tenant removal, he was "driven off the farm he... helped build by half a life-time of hard work... [by the] Scully Estate... a law unto itself." But events in Grundy County had gone too far. There, and in adjoining Livingston County, seventy Scully tenants formed a league to fight the new Scully demands. They refused either to pay rents or to move off the land. State Attorney Frank H. Hayes, of Morris, was retained by the association to carry the fight to the legislature and to enlist public sympathy in their cause. In the war of words between the association and the Scully estate, Hayes announced:

We have arranged a meeting with the legislative agricultural committees to devise remedial legislation against such un-
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American landlordism. We also have interested Gov. Frank Lowden, himself a practical farm man, in our case, and I believe we are assured of his support. Fortunately Illinois will have a constitutional convention in 1920, and we hope to embody in the new constitution some provisions against farm landlordism like that of the Scullys. We intend going about it on the ground of public policy. [To Hayes the Scully system] preserves the possession of the richest land in several communities in the hands of a few persons, a single estate, in fact. That, of course, limits the possibilities of our farmers by denying them the right to buy the land they desire and are able to buy. Moreover, it deprives a great many farmers of the liberty of action they should have.\textsuperscript{18}

![Cartoon from the Prairie Farmer at the time of post-World War I troubles between the landlord and his tenants.](image)

All agreed that the Scully leases in Grundy and Livingston counties were specific in detail and legally unbreakable and that Scully, on the basis of existing law, could evict his defaulting tenants. Fox responded to Hayes and the association by saying:

We're going to give the farmers some more time. If they continue their fight we may turn the farms over to returned soldiers.
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We may have to help the latter at the start, but that can be arranged. Of course we shall lower rents if prices for farm products fall. We have told all the tenants this as well as the reasons for this year's increase.19

During this imbroglio, Frederick Trapp tried to soothe irritated feelings by taking some of the oldest tenants to Springfield to talk to the legislative committees.20 He also described the general policy for the Scully estates by saying:

A good farmer can make money under the Scully system. Mr. Scully always dealt fairly with his tenants. He wanted to make money and wanted them to make money also. In the early days he carried many of them along in bad years. He gave many of his tenants a start in this way. His farms are fertile and are kept so by the rotation of crops and by the adaptation of the latest approved methods of cultivation. We want only good farmers, industrious, thrifty men who pay their debts, want to prosper and do not drink. That is why we make the leases only for one year at a time—so we can get rid of the bad farmer in a short time. We don't want him burdening the soil any longer than that.21

In July, after hours of conferences and negotiations, the tenants who had been holding out for a return to the $6 per acre rent accepted the $8 compromise figure that had been used in Logan County. Also, it was further agreed that tenant improvements would be purchased by the Scully estate by July 15, 1919, and that tenants could borrow money from the estate for 5 percent rather than the 7 percent charged earlier.22

In Kansas, Nebraska, and Missouri, where per acre rents were $3.75 to $4.25, $2.40 to $4.50, and $2.50 respectively, tenant grumbling was also heard. Governors Henry J. Allen of Kansas and Samuel R. McKelvie of Nebraska called attention to the Scully estates as flagrant examples of tenant farming for which a legislative remedy was needed. One of the problems in Kansas in 1919 was the foundering of a plan to build a highway along the route of the Santa Fe Trail. Kansas highways of that era were paid for from taxes on adjoining property, and Scully tenants in Marion County refused to tax themselves for the proposed Santa Fe Trail highway, which would enhance their landlord's property.23 It was not until the late summer of 1921 that tenant trouble, which newspapers termed a "revolt," erupted in Kansas.

Rental charges for Kansas land had been increasing for years, and the 1922 rates provided for no decrease. Since the price of farm products had declined to almost a prewar level, the tenants felt that they should get a pro-
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portionate decrease in cash rent. In Marion County the tenants developed a united organization, asked for a 40 percent reduction in rents, and sought abatement for the previous year because of poor crops. Some of the 350-member Scully tenant association made plans for leasing other land, and many made little effort to prepare their ground for the next year's crops. No lease renewals for 1922 were signed. Numerous meetings were held in rural schoolhouses and in the small communities of Antelope, Tampa, and Durham; and the tenant organization contended that they were facing a one-man lease that supplanted state law by requiring the tenant to waive his legal rights. Threats were made to strike against Scully prior to the wheat-sowing season if the landlord failed to provide relief.24

John Powers, the Marion County Scully agent, refused to budge on the terms of the 1922 lease; so, much that came later was a personality clash between Powers and the tenants. Powers wrote the Scully headquarters in Lincoln that the “Scully Tenant Union . . . has for its chairman not one of our tenants but a genuine Non-partisan leaguer, and for its Secretary a Socialist who is one of our oldest tenants and one up to this time has never given us any trouble.” Powers was certain that Governor Allen was responsible for anti-Scully newspaper stories. He indicated his concern for the local agitation when he wrote: “At the meeting held in our office, Mr. [J. P.] Fengel, the Non-Partisan Leaguer did most of the talking. It seemed to me that he had his speech memorized as he told what the Legislature would do and also the organization of the Scully tenants of which he is the president, if their demands were ignored.”25

The tenant union’s organizational meeting on September 18 at Tampa had elected Fengel as president. A committee was appointed to draft a constitution and to report to the next meeting, eight days later. A survey of incomes from Scully farms in 1921 showed that Marion County tenants had “an average income of $1,030 per quarter section.” Because the posted 1922 rental would be $600, plus taxes of a hundred dollars or more, they felt justified in asking for a 40 percent reduction. This would produce a rent of $360 per quarter section, which was still above the typical one-third collected by share-rent landlords in their area. The Scully agent offered a 25 percent reduction, but the Scully union of tenants held fast and finally settled for their initial demand, a 40 percent reduction for 1922. Most tenants signed their leases, but J. B. Shields, who lived on his own land and rented adjoining Scully land, did not get his lease renewed. He was secretary of the tenant association and had been a Scully tenant since 1883. In an argument with John Powers and Frederick Scully over the rents, Shields, in an aside, mentioned that Scully had just come from England, which had been saved by American boys in World War I. Scully left in an angry mood and evicted the longtime tenant. Word spread that Shields was to lose his lease; so,
other Scully tenants and some other farmers quickly hurried to Marion to rent that land, an indication that the tenant association had backsliders.

Meanwhile, trouble of a different sort confronted Frederick Scully in Marion County. Godfrey Berg purchased his father’s improvements in 1920 and began farming as a Scully tenant. Yearly leases were renewed until July 16, 1923, when Berg received 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.” Berg could find no one to purchase his improvements, and the agent made no effort to assist him. So, with the expiration of his tenancy, he did not immediately vacate the premises. The Scully agent got the county sheriff to move Berg’s household goods and other personal property out onto the adjoining road. 26

Powers reported to the Scully headquarters that Berg’s land will be looked after this year by one of our tenants for a share of the crop. Mr. Scully, understands quite well the condition that prevails in that neighborhood among the tenants on account of the action we had to take to get possession of our land. Ralph and Charlie had to get some keys and go up and unlock the house before the tenant would go near the place, as there was a written notice on the door, “Keep Out Danger.” Our purpose is to have the wheat and oats fully insured as soon as it is cut and in shock, if it is possible to do so. 27

The tenant association was still active, and its members were anxious to test the legality of a Scully lease where nonpayment of rent was not an issue. Berg, an untypical, outspoken tenant, was willing to provide the basis for the litigation, and the association provided the money for legal fees. Berg filed suit against Scully to recover the value of his improvements. Tenant sympathy was overwhelmingly for Berg, in spite of his idiosyncrasies. When the case came up in the county district court, Berg’s attorney sought to show that Powers lacked authority to sue or be sued in Scully’s name. To their surprise he produced the necessary authorization. The customary transfers of improvements from one tenant to another were discussed, but Scully’s attorneys contended that Berg had abandoned his property, which was thereby forfeited to the landlord. Judgment was in Scully’s favor, and Berg received no satisfaction.

The Berg case was appealed to the state supreme court on the grounds that the lower court had erred by excluding evidence in Scully’s “practice in dealing with his tenants.” The court admitted the new evidence, which showed that an outgoing tenant would negotiate with an incoming tenant for the sale of his improvements. No new tenant was sent to purchase Berg’s
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improvements, and because he had no crops in the ground, there was no prospective tenant interested in the lease. Even the idea of moving his improvements was considered unrealistic to the court, since the cost of dismantling and moving the property would almost equal its value. Seven of the nine justices of the Kansas Supreme Court sided with Berg, because "no provision of the contract contemplates forfeiture of the tenant's improvements to the landlord." The court mentioned a Kansas statute of 1925, which could not be retroactive for this case, but it did indicate the thrust of public policy, which "virtually places defendant's [Scully's] attitude . . . under public condemnation." 28

By the 1920s both Thomas and Frederick Scully had married. Thomas had married Isabel Burrell but had divorced her after she had borne him four children—Sylvia, Iris, Sheila, and Douglas. 29 He had been married again, in 1924, to Violet Mary Simpson, of London. They had two sons, Michael John Scully, born in 1926, and Peter Denny Scully, born in 1928. Frederick Scully had married Betty Gwendolyn Drake. They also had two sons—William Scully, born in 1922, and Robin Frederick Scully, born in 1924. 30

E. Angela Scully continued to live in the house at 12 Holland Park. She divided most of her bonds, stocks, and securities among her three children on December 12, 1927. The greater part of her remaining property consisted of $2 million in United States Liberty loan bonds and her house in Washington. 31 She died in her London house on February 6, 1932, of "cardiac debility" and "chronic cirrhosis of the liver." 32 Her primary bequests were to her three children. Provision was made for her servants, five of whom were named in the will, with the largest amount, $10,000, to her nurse "if with her at time of death." Other servants with three or more years of service were to get one year's wages plus whatever was due to them. She also gave Frederick Trapp a sum of $30,000 and J. Edmond C. Fisher, the Beatrice agent, $15,000 "in memory of son William John Chynoweth Scully." 33

No estate or death taxes had been paid when William Scully died in 1906, although the state of Nebraska had made an effort to collect an inheritance tax. 34 When Mrs. Scully transferred the land to Thomas and Frederick in 1918, the state's attorney for Logan County, E. Everett Smith, said: "Old Man Scully managed to dodge the Illinois inheritance tax before he died by transferring his holdings. But Mrs. Scully is not going to be successful in anything of that sort. We've got a suspicion that these recent transfers were made with just that purpose in mind, and we're taking steps to guard against any trick of that sort." 35 After Mrs. Scully's death, a fairly sizable tax was paid on the $2 million in bonds that her estate contained, but the federal government assessed an additional $3 million as an estate-tax deficiency on the assumption that the gifts of 1918 and 1927 had been made
"in contemplation of death." One minor contention by the government was that Mrs. Scully, while she was an American citizen, had gone to England with no intention of returning to the United States; thus they contended that the normal $100,000 deduction for her estate should not be allowed. For several years the Scully agents, their attorneys, and Thomas and Frederick Scully accumulated data, mostly gathered in England, to support their argument that the tax had been fully met. On April 1, 1936, the Board of Tax Appeals in Washington ruled in favor of the Scullys.

Scully ownership of land in Bates County, Missouri, in the 1890s never settled down to be a comfortable alliance for the development of agriculture. Missourians adopted their "wait and see" attitude after initial belligerence, and by 1901, merchants in Butler made friendly comments about the enterprise of the 275 tenants on Scully lands. Compared to the cost of that land, income from it was far below that from any of the other Scully possessions. The uneasiness of the Scullys over the Bates County project is seen in correspondence between the Lincoln office and the Butler agents. Finally, after many years, Thomas Scully decided to dispose of that land in 1941 to the Farm Security Administration, which sold it to Missouri farmers who had been displaced by nearby army or war projects. Thomas was paid $1,078,150.53 for that land, which was not much different from the price paid for it by William Scully in the mid nineties, if one remembers that the elder Scully had immediately sold all improvements on the land. Once the sale had taken place, Thomas Scully reportedly said that he had gotten rid of it because "you can never teach Missourians how to farm"; while local Bates County citizens responded in similar fashion, saying that it was "one of the best things that ever happened to Bates County" or that it was good riddance for "the antique and cold-blooded type of ownership that formerly existed."

Over the years, many different agents served the owners of the Scully estates. Frederick Trapp retired in 1932, soon after the death of Mrs. Scully. His place was taken by his son, Will; and Frank Ryan became the new partner in the firm of Trapp and Ryan. In other agencies, sons or sons-in-law frequently followed in their elder's positions; but generally fewer personnel than the sixteen employed by William Scully in the early part of the century were needed to handle the vast estates. The last major change of Scully agents came in the late 1940s and early 1950s, when James M. Stewart, a former federal bank examiner, became the agent at Lincoln; J. M. Quackenbush headed the Beatrice office; and D. W. Montgomery was placed in charge in Marion. Each had a staff consisting of one assistant and one secretary, although occasionally part-time help was employed.

The ups and downs of the 1920s and 1930s were behind them. National
farm journals began noting the Scully estates in a favorable manner in the 1920s. During the 1930s there was recognition that Scully tenants had quickly adopted federal programs of the Agricultural Adjustment Administration, although there were times when the landlords abated part of the rent because of bad crop years. After many years of discussion about the harshness of the Scully lease, in 1933 the Kansas legislature passed a law making it illegal to use leases such as the one Scully had 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. This law permitted a lien for no more than the “total crops grown on the leased land” and the “total receipts or returns from pasture.” Some changes were made in leases after 1933 because of this Kansas law.

During the 1940s and 1950s, commentary about the Scully estates in news media and agricultural journals noted the special care used to maintain soil fertility, to protect against erosion, and to provide for excellence in farming. Superlatives were frequently employed in describing the vast territory that the estates encompassed, the amazing prosperity of the tenants and the landlords, and the longevity of the entire operation.

A detailed study of the Scully system in Marion County was made by agricultural economist Russell L. Berry during the period from 1947 through 1965. Berry interviewed large numbers of Scully tenants in Marion County and neighboring farmers. He found that the Scully system was comparable to the farming systems of English landed estates before mid-twentieth-century tenancy legislation. He described the Scully system thus:

The rents are paid in cash, administered by professional agents or managers, tend to be raised slowly and only after yields and prices have fully justified the increase, are frequently lowered in years when poor yields or prices make rent payments difficult.

Berry concluded that Scully rents in Marion County between 1947 and 1965 “appeared to be about half the cash rents charged by other landlords in Kansas.” Tenant improvements on these lands were often new, expensive homes and other needed outbuildings, but generally were not as high in quality as those on owner-operated farms. During interviews with Berry, some Scully tenants said that they had 99-year leases, thus they could justify the new improvements. When shown the one-year term in their contract, they modified their statement to: “It’s just a community saying.” Thus, because of the relatively low cash rentals, a tenant-right in the improvements created an unusually high price for those improvements when a lease was transferred. Normally, that tenant-right in the improvements created no problem. By the mid-twentieth century it was the practice of the
Scully estate agent in Kansas to offer vacated leases first to other Scully tenants.

But major problems occurred if the land were either condemned or sold. Thus, in the 1960s, when Congress authorized the Marion Reservoir in the Cottonwood Valley west of Marion, the federal government acquired “fee-simple ownership” of 12,500 acres, including slightly more than 3,400 acres of Scully land that was under lease to thirty tenants. The Corps of Army Engineers had never been confronted by such a system before, and it attempted to “purchase the land, including the improvements, from the landowner—leaving it to the landowner to settle with his tenants.” The Scully estate refused the offer, claiming that it had no right to sell the tenants’ improvements and that it was not under any “legal obligation to share the proceeds from the sale of the land other than on the basis of the fair market value of the improvements, which is much less than the amount paid for them by most tenants.” A bill was introduced into Congress to direct the secretary of the army to acknowledge the tenant leasehold interest in the Scully land, and a tenant-appointed attorney appeared before the Congressional Committee on Public Works to explain the problem. Even the United States District Court of Kansas, on request of the tenants, issued special instructions to the land commission that was created to determine proper compensation for the land. Scully tenants were eventually “compensated for the full market value of their leasehold interests and as a result the Scully Estate . . . [received] less than the full value of the land itself.” In customary usage the Scully lease gained a value over and above the value of the improvements involved.46

A change in ownership of part of the Scully estates came with the death of Frederick Scully at the age of sixty-three in 1942. He was on his way from Washington, D.C., to Lincoln, Illinois, when he had a heart attack in a Chicago hotel and died on October 28.47 Frederick’s wife, from whom he was estranged, had died as a result of a bicycle accident in England just six weeks earlier. She had been provided with a bequest of $100,000 and 400 acres in Marshall County, 1,521.77 acres in Gage County, and 6,667.40 acres in Nuckolls County, Nebraska. Their sons—William, aged twenty, a student at Northwestern University, and Robin, aged eighteen, a student at Harvard University—were the beneficiaries of both these estates. Frederick also made cash bequests to relatives, agents, and servants. The bulk of his estate was divided so that William received the Kansas land and Robin got the Nebraska land, with each getting a share of the Louisiana land.

Settlement of Frederick Scully’s estate was delayed by the war and the size and complexity of his holdings. The probate court provided ancillary settlement on January 10, 1947, for the Kansas land and at about the same time in other states. Something over $4 million in estate and inheritance
LANDLORD WILLIAM SCULLY

taxes was paid. Frederick, who had given each son a large sum of money earlier, stipulated in his will the income that each son should have at the ages of twenty-one, twenty-five, and thirty. He further directed that his sons would assume full management at the age of thirty-five, unless their guardian felt that they should have full possession at the age of thirty.48 The trustee for William's part of the estate was John C. Scully of Peoria, Illinois; and William received his rights of full management at the age of thirty, in 1952. He had previously married and had established his residence at Beatrice, Nebraska, which became the headquarters for the Scully estates in Kansas and Nebraska.

The trustee for Robin Scully, inheritor of the Nebraska lands, was his uncle Thomas Scully. When Robin reached thirty years of age, his trustee, exercising his discretionary powers, refused to permit the owner to take over full management responsibilities on the grounds that he did not believe that Robin would carry out the Scully tradition. Robin took his case to the Nebraska district court in January, 1955, and its ruling favored his claim to his estate.49 However, Thomas Scully appealed to the Nebraska Supreme Court, and Robin Scully’s assumption of control of the Nebraska lands was thus delayed until 1959, when he was thirty-five years of age.

In the meantime, Thomas Scully was initiating an extensive reorganization of the ownership of his lands in Illinois. Not only was he concerned about high death taxes; income taxes were also high. Progressive rates for these taxes imposed heavier rates on large estates or large incomes, whereas the same estates and incomes, when divided into many hands, would not require the payment of as much total tax.

On May 12, 1954, Thomas gave each of his two sons about one-fourth of his land in a “trust for their lifetime and then to their children.”50 Michael, married and a graduate of Harvard, was given the land to the south of Logan County, and he established his home near Buffalo. Peter, married and a graduate of Princeton, got the Grundy and Livingston County estates, and he located his home on some of his land near Dwight. By 1959 Thomas Scully had numerous grandchildren, so he established a trust for them with about twelve thousand acres of Logan County land. Provisions of that trust would permit future grandchildren to share in it, and all property of the grandchildren would go to their children, who could sell or trade the land if they so wished. But “they must first offer it to a male descendant of Thomas Scully by the name of Scully.”51

Both Thomas and Frederick Scully owned houses in France, near Cannes. Frederick generally regarded Washington, D.C., as his home, although he spent much time in England and France. Thomas and his family resided at their home, “Bastide,” until World War II drove them from France. Later, Thomas said that he must have crossed the Atlantic a hun-
dred times in his lifetime. In 1941 he and his wife built a large fine home on
an eighty acre tract of Scully land near Lincoln, Illinois. That remained his
home for the remainder of his long life, and Thomas Scully thus became
better known to his tenants than did his father. He still did not associate
with tenants until his last few years, when he found that he enjoyed visiting
with some of the oldest tenants and that they enjoyed him. After the war,
Thomas and his wife again spent long periods of time in their French home,
where it was learned in the late 1950s that he had Parkinson’s disease. On
July 12, 1961, he died in a Chicago hospital. He had been under treatment
for chronic pneumonia for more than a year.52

Thomas Scully’s will contained the following passage, suggesting that
he had learned his father’s prescription for the land very well:

I authorize and strongly recommend the continuance of the
practises developed by my father, my brother and myself. . . . I
authorize and strongly recommend the retention of all of the land
which I shall own at the time of my death.53

His bequests gave half of his remaining twelve thousand acres to his wife
under a marital trust and, on her death, to her sons; the other half was
“placed in a residuary trust for the use of his wife during her lifetime and
then to her sons.”54 Upon probating, his estate was given a value of $3
million in personal property and $3 million in real estate.55 Before he began
to divide his Illinois property among his sons and grandchildren, Thomas
Scully’s property probably had a value of five times that amount.

By 1964 the cash rent on Scully land in Illinois averaged $23.51 per
acre, which included taxes. One-fourth of the cultivated land was seeded to
legumes or a mixture of legumes and grass, for which no rent was collected.
A four-year rotation, established in 1926, provided for corn, corn, and oats
in sequence, with a catch crop such as clover seeded in the oats. The lease
permitted the substituting of soybeans for corn or of wheat for oats. This
rotation provided a low corn base on Scully land, which was a handicap in
governmental programs existing in the 1960s. So, in 1975, the phraseology
and content changes in the Illinois lease moved entirely to a corn and soy­
bean rotation.56 In Grundy and Livingston counties the Scully leases were
dominantly crop-share in format, which they had been since the troubles
after World War I. There were twenty-seven crop-share, seven cash-rent,
and one corporation lease for that area, and the average size of a farm was
325 acres.57

Also in 1964 the average cash rent on Scully land in Marion County,
Kansas, at $3.98 per acre, was more than double the 1947 rate, and taxes
were listed separately as $2.02 per acre.58 Allowances were made for land in

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legumes or land in summer fallow. Leases were much briefer than those in Illinois and did not specify a rotation plan for the land. Marion County was in small-grain country, and livestock production was an important element in the area's agriculture. Encouragement was also provided for other soil-conserving procedures, such as spreading agricultural lime or trace minerals.

In all areas the numbers of tenants on the Scully lands declined drastically in the years after World War II. Tenants were generally given preference for assuming vacated leases, although some agents still permitted lessees to find their own successors. In Illinois in 1965, "modestly improved 160-acre leases [sold] for about $25,000"—that is, an incoming tenant would pay an outgoing tenant that much for his improvements. It was not uncommon in the same period to find leases in Kansas selling for as much as $100 per acre, and all the improvements that an outgoing tenant was providing in some cases were the fences.59

By the mid 1960s there were 175 farm units on Scully land in Logan and Sangamon counties. These leases were valued, and "usually not more than five leases change hands annually. . . . generally due to retirement of an aged tenant, and then the lease is often turned over to a son."60 A similar situation was found in Marion and Dickinson counties in 1977—165 tenants and about five changes each year.61 The total numbers of tenants in Illinois, Kansas, and Nebraska have declined to something under 600. Acreage in Scully ownership has also declined since 1906, when William Scully had amassed almost 225,000 acres of American land in four states. William gave the children of John Scully slightly more than 9,000 acres, and slight reductions came through the sale of small tracts for public use. In the 1920s Frederick Scully disposed of three isolated tracts in Marion County totaling 160 acres. In 1941 Thomas Scully sold all of the Missouri land, 41,844 acres. About that time the city of Hillsboro, Kansas, condemned more than a section of nearby Scully land for public use. In 1959 William Scully, Frederick's son, sold 3,320 acres of Nuckolls County land to tenants. He had gotten that land from his mother, who had died prior to the death of his father. The development of the Marion Reservoir in the mid 1960s cost William an additional 3,400 acres. Thus, the Scully heirs in 1977 still held nearly 175,000 acres of the accumulated land owned by William Scully. In addition, Frederick's purchase of Louisiana land during World War I raised the total to just over 200,000 acres.

Sale of land in the twentieth century has had far different consequences to the estates from sales by William Scully in the 1850s or even the 1880s. It became virtually impossible for the Scully Estates to replace these lands with new purchases while remaining on good terms with people in the community. Good tenants were always on the lookout for additional land, and
the Scully family would have been severely criticized for competing in the land market with tenants. Thus, the inevitable decline in acres in the family estates has brought on more intensive use of the land. Two leading examples are the incorporation of a portion of Peter Scully's land with the assets of an outstanding tenant and the entrance of William Scully into cattle feeding in a big way.

Peter Scully and one of his tenants, Eugene Merrifield, developed a farm corporation in the early 1960s. Merrifield's Scully lease had grown to 1,100 acres, and he was fattening a thousand or more head of cattle each year. Through incorporation, Peter Scully put the land into the new corporation, while Merrifield supplied the management, implements, and livestock. Each owned half of the stock; and Scully served as the president and received his returns on stock earnings. Merrifield, as full-time manager for the corporation, received a salary and his stock dividends. Farm corporations in Illinois are few, but the advantages of the Scully-Merrifield partnership are considered a mutual benefit to the owners.62

About the same time, William Scully developed a ranch headquarters and started elaborate feeding operations on a section of Scully land located almost three miles west of Durham, Kansas. A cattle feed lot efficiently handles a large number of cattle each year on this tract. William Scully takes up residence at the ranch for part of each year. Thus, the owner of the Kansas land spends more time on his land than either his father or grandfather did. In 1977 his residence was in Portland, Maine, where he moved from Beatrice, Nebraska, many years ago.

Robin Scully, owner of the Nebraska land, maintains his official residence in Beatrice, Nebraska, but he spends much of each year at his house north of London or with his racing horses on some property not far from Golden in county Tipperary. Robin is the only one of William Scully's grandsons who has not married.

The death of Mrs. Violet Scully, in a village near her French country house in the late summer of 1976, ended the ownership of any of the Scully land by those in the second generation. Thus, all of the owners by 1979 were grandsons, their spouses, or their children. The great-granddaughters share in the estate with their brothers, so discrimination against the female members of the family has ended, and they have come into ownership of land through a variety of trust arrangements.

By the late 1970s most Scully tenants are the type of good farmer that was sought in a Scully lessee much earlier. They are efficient producers on crop and livestock farms and have gained considerable wealth. In Illinois, the tenants are required to live on the Scully lease, whereas, in other states, the tenants often live on land that they own, while they lease Scully land to enlarge their farm unit. Minor variations exist in these states as to how taxes
are paid. Increasingly, the Illinois lessees were concentrating on crops, while in the western states the major income for lessees was in livestock enterprises.

The Scully estates of the 1960s and 1970s, under the ownership of a third generation of Scullys, has moved to accept the best available advice, in order to keep pace with rapid changes in agriculture. The small holdings retained in Ireland are of little economic value and are kept as a novelty.

Most of the Scully land in Kansas and Nebraska has been in the Scully family for more than a century, the Louisiana land has been owned for at least fifty years, and the Illinois property has been a family possession for one hundred and twenty-five years. Changes have come slowly to this mammoth estate, but the leadership has always readily accepted the steady long-run advantages over the more risky short-run gains. An apparent willingness to charge lower cash rents than those charged by neighboring landlords is evident, perhaps a practice that was developed to produce greater tenant support and appreciation for the Scully ownership. The primary owners of the Scully estates are now in their fifties, and the principal agents are some twenty years older and approaching retirement. No doubt there are plans for the future maintenance of the Scully estates, just as were made by the first William Scully. His shadow looms large over any action taken by his successors.