

Duration of Tenancy Contracts*

Jaideep Roy[†] Konstantinos Serfes[‡]

July 26, 2011

Abstract

In a multi-period environment, time is an added dimension in which the principal can differentiate in search of better screening contracts. This idea is used in a two-period model of agriculture, where the landlord offers separating tenancy contracts to screen tenants of different skills. We show that a risk neutral landlord wishing to hire a risk averse tenant will always find it optimal to offer a menu consisting of a long term fixed rent contract (that acts as an interlinked tenancy and savings mechanism) and a short term sharecropping contract. This interlinked contract helps smooth the high-skilled tenant's income across the two periods and can prove beneficial to the tenant especially in the absence of: i) well-developed financial markets and/or ii) financial self-control on part of the tenant, by acting as a savings discipline device, in addition to its screening properties. Our model predicts a positive relationship between contract duration and tenant's wealth that has empirical support.

Keywords: Duration, financial self-control, savings, screening, inter-linkage.

JEL Classifications: J41, J43, O12.

*We would like to thank Pranab Bardhan, Kaushik Basu, Sandro Brusco, George Deltas, Elizabeth Sadoulet and Nirvikar Singh for many helpful comments, suggestions and references on this issue. The usual disclaimer applies.

[†]Department of Economics, University of Birmingham, UK; Tel: 0044 121 415-8362; Fax: 0044 121 414-7377; Email: j.roy.1@bham.ac.uk.

[‡]Department of Economics and International Business, Bennett S. LeBow College of Business, Drexel University, Matheson Hall, 32nd and Market Streets, Philadelphia PA 19104. E-mail: ks346@drexel.edu. Phone: (215) 895-6816. Fax: (215) 895-6975.

1 Introduction

The aim of this paper is to study the duration of tenancy contracts in an incomplete information setting. In particular, we focus on contractual agreements in agriculture which deserve a special attention. On the one hand they share many common features with other contracts and hence by studying them we learn more about general contracting properties. On the other hand, they exhibit certain peculiarities which cannot be easily found in other environments. For instance, there is documented lack of financial self-control amongst the poor that generate the need for savings commitment devices in agrarian societies. Also, there are many other poverty or gross illiteracy based financial market imperfections that are more widespread in less developed economies (where agricultural contracts are more important). These may add new features, both in terms of opportunities and constraints, on the contracting abilities of the economic players. We argue that such behavioral and institutional imperfections can become important in explaining varying duration of tenancy contracts in agriculture.

There is empirical evidence that tenancy contracts in agriculture vary in duration.¹ Bandiera (2007), for example, examines tenancy contracts from the 19th century rural Sicily, where she finds that 26.2 percent of them are for one year, 6.9 percent for two years, 10.9 percent for three years, 35 percent for four years and 21 percent for five years or more. She also notes that “most sharecropping contracts were one year long,” that is, short term. Such evidence is not just historical. For example, Newbery (1977) had found that “almost all share contracts are for one year or one crop season, and are thus more like labour contracts than fixed rent contracts, which are typically for a long period”.

It is exactly this type of evidence that we explain using a dynamic model of agriculture with *moral hazard* and *adverse selection*. We show that long term contracts act as sound savings technologies for poor tenants and are accompanied with a fixed-rent (and hence are like interlinked tenancy and savings contracts) which are typically accepted by high skilled tenants, while short term contracts involve sharecropping and are accepted by low skilled tenants. This prediction in turn also supports empirical findings in Bandiera that relate to the relationship between wealth of the tenant and contract duration. Specifically, she finds that long term contracts are more likely to be accepted by relatively wealthy tenants but then argues that this goes against the theoretical literature, since wealthy tenants are less likely to benefit from the income smoothing properties of a long term contract. Our

¹The role of contract durations appears to be prevalent in other economic areas as well. For example, franchise contractual agreements exhibit significant variation in length [e.g. Lafontaine (1992), table 2, p.270]. Although we study the landlord-tenant paradigm in agriculture, our approach can be applied to any dynamic principal-agent model with imperfect capital markets.

theoretical findings suggest that long term contracts are indeed accepted by high skilled tenants and if skill is positively correlated with wealth, then our prediction is that relatively wealthier tenants work under long term contracts. While income smoothing in our model plays a role by making long-term contracts attractive to all tenants, landlords use varying durations of contracts to screen out the more skilled ones from the average tenant population.

Contrary to the literature on share tenancy in a static environment,² there is not much work on the issue of contract length in agriculture.³ Bandiera tests the hypothesis that the length of contracts depends crucially on the sensitivity of the crop to maintenance. Since maintenance effort is not contractible, a landlord with a very sensitive crop (like vines and citrus trees), offers to a tenant a long term contract in order to induce him to take the highest possible care of the crop. This incentive provision is costly because of information rents, and therefore short term contracts are used when the crop is not sensitive to maintenance effort (like wheat). This cost comes from a limited-liability assumption by which tenants are not liable to the landlord for more than their wealth. There exists also a literature⁴ which argues that long term contracts are costly due to the fact that the landlord cannot use the *threat of eviction* to elicit a higher effort on the part of the tenant. A tenant operating under a short term contract will increase his effort today in order to (probabilistically) increase the output and consequently lower the probability of eviction. On the other hand, he may not have enough incentives for improvements which enhance future productivity [see for example, Bardhan (1984), Ch. 8]. Nevertheless, if the horizon is long enough, [Bardhan (1984) considers a two-period model], then short term contracts provide incentives for land improvement since the tenant will reap the benefits of current investment in the coming years which will increase production and lower the probability of eviction.

We consider a village which consists of one landlord who owns a piece of land and has a two cropping-period (period, henceforth) planning horizon. He hires a tenant in order to carry out farm management. We assume that *the tenant is more risk averse than the landlord*.⁵ Farm management entails hiring

²There are many papers, for instance, which try to justify the existence of share tenancy. For an extensive list of references on this issue see Singh (1989), Basu (1997) and Ray (1998). Such issues are also addressed in a dynamic environment with differential intertemporal preferences in Roy and Serfes (2001). However, the length of contracts is not endogenously determined in their analysis.

³Papers that study various aspects of dynamic contract theory in general environments include, Rubinstein and Yaari (1983), Radner (1985), Holmstrom and Milgrom (1987), Spear and Srivastava (1987) and Phelan and Townsend (1991).

⁴For an excellent survey on contracts with eviction see Dutta, Ray and Sengupta (1989, section 2).

⁵There is no exogenous uncertainty in our model. A risk averse tenant is defined as the one who evaluates any outcome by using a concave utility function. The assumption

and supervision of unskilled workers which demands skill and costly effort on the part of the employed tenant. A tenant who wishes to work for the landlord is either high-skilled or low-skilled. However, at the beginning of period 1 when the landlord decides to hire a tenant, such skills are private information and the landlord has prior beliefs regarding this.⁶ Output produced by the tenant is observed in both periods but the level of effort may not be so. If effort is observable, an assumption plausible under many instances,⁷ true skills cannot be *misrepresented*. In that case at the end of period 1, the true skills become common knowledge. Otherwise, that is when effort remains unobserved, the tenant may misrepresent his true skill in period 1 which, in that case, may remain unknown even in period 2. In any case, effort is not verifiable and hence not contractible.

The landlord has the option of offering contracts for one or two periods. A one period contract is typically referred to as a short term contract, while a two period contract is a long term one. We concentrate on the issue of separating contracts by which the landlord wishes to screen between the two types of tenants by offering a menu of contracts over the two periods. Along with such menus he also specifies the duration over which the tenant is employed. We show the following.

In the event the true skill of the tenant is known to the landlord from the very beginning, the landlord is indifferent between short and long term contracts. Of course, with an uncertain future, the landlord will always prefer long term contracts if the tenants are more risk averse. Thus, the choice between different durations will be solely driven by mechanisms (at

that the tenant is more risk averse than the landlord can be argued to be consistent with the former being poorer than the latter. In a similar set up as ours but with complete information, Holmstrom (1983) shows that risk neutral firms offer long term contracts to risk averse workers to insure them against downside risk.

⁶One may argue that in the small world of a traditional village the landlord has a fairly informative idea about the skill of each tenant and therefore these skills are not private information. While this argument is to a certain extent valid, it does not capture the whole picture. The reasons are: 1) The above claim certainly loses its gravity in a modern society. 2) Skills do not remain fixed but change over time depending upon a tenant's (unobserved) investments in human and physical capital. For example, the quality of a tenant's tractor or animal depends on his maintenance effort, which is to a great extent private information. Also, the improvement of skills is related to a tenant's *cognitive ability*, i.e., how he evaluates his experience and how fast he learns. 3) There may be an inflow of new tenants into the village with completely unknown skills. 4) The skill may also depend on the *psychological state* of the tenant. Due to unobserved (to the landlord) events even a high skilled tenant may, in a given period of time, 'feel' like working as a low skilled one. Therefore, we believe that at least part of the tenant's skill is idiosyncratic and initially it is unknown to the landlord. Our model considers the extreme case where the skill is private information when the contract is offered but potentially it can become common knowledge in the second period.

⁷Effort can also be thought of as either the number of unskilled laborers that the tenant employs or the hours of work that the tenant puts in farming, which are to a great extent observable to the landlord who is around.

the disposal of the landlord, or socially enforced in the village) which may control the degree of enforceability of long term contracts. However, this provides only an exogenous theory for the issue at hand. Therefore, we do not model future uncertainties as our goal is to show that the choice between short term and long term contracts may be driven endogenously solely by the landlord's desire to screen between the different types of tenants and take advantage of the self-control on part of poor tenants to implement optimal saving decisions.

When the true skill of the tenant is private information, short and long term contracts *co-exist*. In particular, in any optimal separating scheme, the landlord always offers a long term *fixed rent* contract for the high-skilled tenant and a short term *sharecropping* contract for the low-skilled one. This is because, in any separating equilibrium, the high-skilled tenant enjoys a positive surplus in the first period, but a zero surplus in the second when his true type is revealed (the "ratchet effect", e.g., Bolton and Dewatripont (2005)). Since tenants are risk averse, a risk neutral landlord can become better off by offering the high-skilled tenant a long term contract and *smoothing* his payoff. However, in doing so, the landlord must be careful that the menu of contracts is intertemporally incentive compatible. For this reason, the contract offered to the low-skilled tenant is of a short duration. This prevents the high-skilled tenant from locking himself with the contracts offered to the low-skilled tenant, which he prefers more. These results are not affected when the tenant can strategically misrepresent his true skill. The exact terms of the contracts change in that case, but the durations of tenancy remain unaltered.

As mentioned before, one can view such long term contracts in this scenario as *interlinked tenancy and savings* contracts, where the landlord offers the best possible opportunity to the poor tenant to save.⁸ A long term contract offered by the landlord essentially helps smooth the tenant's income, but, more importantly, saves the tenant's effort from going to an external banking facility where, for various socio-economic reasons,⁹ the effective interest factor for poor tenants are well documented to be unfavorable to them. This then creates room for such interlinked schemes to be attractive to the landlords as well. Moreover, such financial opportunities often may not even exist. For example, Bandiera (2007) provides evidence that in the nineteenth century Sicily, insurance and financial opportunities were severely

⁸For interlinked contracts in other (agricultural) settings and more references on this issue see Basu et al. (2000) and Sen (2011).

⁹In most of the societies we have in mind, it is not costless for a poor villager to open a bank account. Apart from uncertainties and insecurities they face mostly due to lack of education, they have to depend upon agents and middlemen who are often unreliable. Also we should note that even if the tenant has alternative savings facilities, our analysis suggests the existence of equilibria where long term income smoothing contracts appear, though such equilibria cease to remain unique any more.

underdeveloped and only accessible to wealthy landlords. Therefore, landlords would have been more 'efficient' performing income smoothing on behalf of the tenants than the tenants themselves. There is a lot of evidence to suggest that this will also be true in many of the contemporary less developed societies. As Banerjee and Duflo (2007) write, "a main challenge for the poor who try to save is to find safety and a reasonable return. Stashing cash inside your pillow or elsewhere at home is neither safe nor well-protected from inflation." Also, as Duflo et al. (2006) find, the poor have significant problems resisting the temptation of spending money that they have at hand. Banerjee and Duflo (2007) also document that very few poor households (less than 14 percent of the poor across many different LDCs) have savings accounts and in LDCs like Panama and Peru, this fraction is less than 1 percent. A lack of access to reliable savings accounts and other forms of saving technologies, including ROSCAs, appears common to the poor everywhere, as documented by Rutherford (2000) as well. Our analysis therefore suggests that the differential access to a reliable savings technology between a wealthy landlord and a poor tenant gives rise to interlinked long term tenancy contracts in the village economy where these are typically used by relatively high skilled tenants. In tandem, a recent strand in the behavioral economics literature recognizes the inability of consumers (especially those who are poor) to exercise economic and financial self-control (see Spears (2010) and Bernheim, Ray and Yetelkin (2011) and the long list of references therein).¹⁰ The observation that in many less developed economies individuals are willing to pay for commitment devices, such as illiquid deposit accounts or ROSCA participation, indicates the importance of imperfect self-control, as highlighted by Bernheim, Ray and Yetelkin (2011). We argue that interlinked contracts, such as those we study in this paper, can emerge as a commitment device and create a win-win opportunity for the landlord and the tenant, along with their screening properties.

The rest of the paper is organized as follows. In section 2, we formally describe the model and discuss the benchmark case where the true type of the tenant is observable. Section 3 studies the screening problem faced by the landlord when the skill of the tenant is private information and effort is observable. Section 4 extends this to the case where effort cannot be observed and therefore, misrepresentation of true skills is possible. The paper concludes in section 5.

¹⁰In particular, Spears (2010), through a series of experiments, shows that poverty causes difficult decisions, which deplete self-control.

2 The environment

Consider a village with one landlord and one tenant who operate under a two period horizon, where each period is denoted by $t = 1, 2$. The landlord owns a fertile piece of land which can be used to grow a non-storable foodgrain in each period. Cultivation requires skill and effort. Let q_t denote the quantity of foodgrain produced in period t . For simplicity, we assume that the price of foodgrain is the same in both periods and equal to one. The landlord needs to hire the tenant to carry out cropping. Let θ denote the skill of the tenant, $\theta \in \{h, \ell\}$, with $\infty > h > \ell > 0$. We assume that the landlord cannot observe θ and let μ denote the subjective probability (held by the landlord) that $\theta = h$. The production function for foodgrain is $q_t(e_t; \theta) = \theta f(e_t)$, where $e_t \in \mathbf{R}_+$ is the level of effort that the tenant exerts in period t . We assume that $f' > 0$ and $f'' < 0$. Essentially, risk-aversion (concave utility function) in our model captures the tenant's willingness to pay for income smoothing mechanisms, due to his inability to either exercise self-control and/or the absence of well-developed financial markets.

Effort is costly and let $c(e_t; \theta) = e_t$ be the period t cost of production.¹¹ Suppose q_t is observable in both periods, but the landlord may or may not observe e_t . In any case, we also make the standard assumption that even though effort may be observable, it can never be verifiable and hence never contractible.

In order to hire the tenant, the landlord offers a contract and we now describe such contractual arrangements between the two parties. The contracts we study belong to the standard and most popularly studied class of linear contracts represented by a pair (α_t, β_t) , where $\alpha_t \in [0, 1]$ is the landlord's share of total period t output and $\beta_t \in \mathbf{R}$ is a fixed payment from the tenant to the landlord in period t .¹² The landlord has two options to choose from. He may want to hire the tenant separately for each period. In that case, he announces (α_1, β_1) at the beginning of period 1. When period 2 comes, he announces (α_2, β_2) . Such contracts will be referred to as *short term contracts*. He may also wish to hire the tenant (once and for all) for two periods. In that case, he announces $(\alpha_t, \beta_t)_{t=1,2}$ at the beginning of period

¹¹For simplicity, we have assumed such functional forms of the technology and the cost. Working with more general functions will not affect our results qualitatively. Also, one may assume e_t to denote the amount of unskilled labor which can be hired at a fixed per unit wage of 1.

¹²There is no exogenous uncertainty in our model. Hence, the landlord can determine the optimal separating "quantity" contracts that specify the amount of output each type must produce and the associated payment. The tenant accepts one offer according to his type and produces. Any deviation from the specified quantity will yield zero payment to the tenant, so the tenant will not deviate. Then, there is a one-to-one correspondence between this set-up and our set-up. The landlord can compute the shares that yield these quantities as optimal responses on part of the tenant. Given the concavity of the tenant's utility function (using the linear contract), there will be no incentive to deviate. Hence, there is no loss of generality, in our environment, to focus on linear contracts.

1. Such contracts will be referred to as *long term contracts*. We assume that once the tenant accepts a contract, the terms of the contract become binding. Thus, if the tenant accepts a long term contract, he cannot run away until his two-period term is over. There are two standard assumptions in the literature on agricultural contracts which we follow. First, we assume that the landlord has all the bargaining power. Second, we rule out the possibility of renegotiation. As documented in Bandiera (2007), contracts in 19th century Sicily were written in the presence of notaries and any renegotiation was deemed prohibitively costly. Perhaps for similar reasons, in the empirical development economics literature, there is also no evidence of renegotiation of already existing contracts based only upon revelation of skills. While studying renegotiation proofness of agricultural contracts is a theoretically important issue, its relevance is thin.

As mentioned above, the contractual arrangements are based upon certain assumptions that are standard in the literature. We collect them below. **Assumption 1:** (i) *Effort is not verifiable and hence never contractible;* (ii) *Renegotiation is prohibitively costly;* and (iii) *The landlord has full bargaining power.*

Denote by $(\alpha_t^\theta, \beta_t^\theta)$ the contract under which the tenant of skill θ works in period t . In order to separate between the two possible types of the tenant (See Assumption 2 below to justify our focus on separating contracts), the landlord may not only use different specifications of shares and rents, but may also offer different durations if doing so is beneficial for him. In this spirit, denote by $(t_h - t_\ell)$ the scenario where the landlord designs his separating scheme to hire the high-skilled tenant for t_h periods and the low-skilled tenant for t_ℓ periods, $t_h = 1, 2$ and $t_\ell = 1, 2$. We will refer to such a scenario as the $(t_h - t_\ell)$ scheme. The four possible schemes available to the landlord are the (1 – 1) scheme, the (2 – 1) scheme, the (1 – 2) scheme and the (2 – 2) scheme. Under each scheme, the landlord decides upon a sequence of contracts $\{(\alpha_1^h, \beta_1^h), (\alpha_1^\ell, \beta_1^\ell), (\alpha_2^h, \beta_2^h), (\alpha_2^\ell, \beta_2^\ell)\}$ over the two periods.

2.1 The two-period game form

The game played between the landlord and the tenant has the following stages.

Stage 1. At the beginning of period 1, the landlord decides upon which scheme of contracts to offer.¹³

Stage 2. The tenant decides which duration of contracting to work under given the landlord's choice in period 1. If he rejects all contracts offered, no production takes place in period 1. If he accepts a short term contract, he chooses his level of effort and production takes place in period 1. In either

¹³Suppose he chooses the (2 – 1) scheme. This means that in period 1 he offers a long term contract involving (α_1^h, β_1^h) , (α_2^h, β_2^h) and a short term contract involving $(\alpha_1^\ell, \beta_1^\ell)$.

of these cases, we move to stage 3. Otherwise, that is if he accepts a long term contract, the game ends. In each of the two periods, he chooses his level of effort and production takes place over time.

Stage 3. We enter period 2 when the landlord offers a (possibly fresh) pair of separating contracts (α_2^h, β_2^h) and $(\alpha_2^\ell, \beta_2^\ell)$.

Stage 4. The tenant decides whether to reject both contracts on offer (in which case production does not take place in period 2) or to accept exactly one of them followed by his choice of effort and period 2 production. In either case, the game ends.

The payoffs of the players are as follows. Suppose the tenant being of type θ is working in period t under a contract $(\alpha_t^\theta, \beta_t^\theta)$. Then his period t payoff is

$$u(e_t; \alpha_t^\theta, \beta_t^\theta, \theta) = u\left(\left(1 - \alpha_t^\theta\right)\theta f(e_t) - e_t - \beta_t^\theta\right). \quad (1)$$

We assume that the tenant is *risk averse*, meaning $u'(\cdot) > 0$ and $u''(\cdot) < 0$. Also, we assume that for any $\alpha \in (0, 1)$, there exists a level of effort e^* such that $(1 - \alpha)\theta f(e^*) - e^* > 0$. That is, there exists an optimal level of effort that yields a positive payoff (before paying the rent) to the tenant even for a very small but positive share of the output. Furthermore, let $\pi > 0$ be the tenant's subsistence payoff which is the minimum he must receive in each of the two periods.

The landlord is *risk neutral*. If he offers (α_1, β_1) and (α_2, β_2) under either a short or a long term contract to the tenant who is of type θ , the landlord's payoff over the two periods is¹⁴

$$\Pi\left((\alpha_t, \beta_t)_{t=1,2}; e_t, \theta\right) = \sum_{t=1}^2 (\alpha_t \theta f(\cdot) + \beta_t). \quad (2)$$

We look for a *perfect Bayesian equilibrium* of the above game. A similar model of asymmetric information in a static environment can be found in Hallagan (1978), Muthoo (1998) and Ray (1998, pp. 474-478). The rest of this section is devoted to the case where the skill of the tenant is known to the landlord.

2.2 First-Best Contracts

Consider the benchmark case where the skill of the tenant is common knowledge between the tenant and the landlord. For any given θ , the landlord has the option of offering short term or long term contracts. However, it is easy to see in this case that the landlord is indifferent between the two

¹⁴For simplicity we do not discount future payoffs. Any discounting of future payoffs will not affect our results qualitatively.

durations. In any period t , the landlord offers $(\alpha_t^\theta, \beta_t^\theta)$ to the tenant of skill θ in order to solve

$$\begin{aligned} & \max_{(\alpha_t^\theta, \beta_t^\theta)} \alpha_t^\theta \theta f(e_t^\theta) + \beta_t^\theta \\ \text{subject to} & : u(e_t^\theta(\alpha_t^\theta, \beta_t^\theta); \theta, \alpha_t^\theta, \beta_t^\theta) \geq u(\pi). \end{aligned} \quad (3)$$

Given any contract $(\alpha_t^\theta, \beta_t^\theta)$, the tenant in period t chooses e_t^θ to solve

$$\max_{e_t^\theta} u((1 - \alpha_t^\theta) \theta f(e_t^\theta) - e_t^\theta - \beta_t^\theta). \quad (4)$$

The first order condition of the tenant's problem is

$$\theta f'(\hat{e}_t^\theta) - 1 = \alpha_t^\theta \theta f'(\hat{e}_t^\theta), \quad (5)$$

where \hat{e}_t^θ is the optimum effort level chosen by the tenant with skill θ . Typically, \hat{e}_t^θ will depend on the offered contract $(\alpha_t^\theta, \beta_t^\theta)$.

Since the landlord knows this and extracts all the surplus from the tenant, his maximization problem reduces to

$$\max_{\alpha_t^\theta} \theta f(\hat{e}_t^\theta) - \hat{e}_t^\theta - \pi.$$

The first order condition of the landlord's problem is therefore,

$$[\theta f'(\hat{e}_t^\theta) - 1] \frac{d\hat{e}_t^\theta}{d\alpha_t^\theta} = 0. \quad (6)$$

Since $\frac{d\hat{e}_t^\theta}{d\alpha_t^\theta} \neq 0$, it follows from Eq.(6) that $\theta f'(\hat{e}_t^\theta) - 1 = 0$. Using Eq.(5), this in turn implies that $\alpha_t^\theta = 0$, for any θ and t .

This is a standard result in the literature on tenancy contracts, and in our environment has the implication that in the event the skill of the tenant is known, the landlord is indifferent between hiring him for a short or a long period of time, and in both cases offers a fixed rent contract in either period. In the following sections, we will study optimal screening contracts that the landlord will offer under various informational structures, and concentrate on the issue of how the landlord can use the duration of such contracts to his own benefit.

3 Observable Effort

So far we have studied the case where the landlord could identify the skill of the tenant he was hiring. In that case, the landlord is indifferent between

a long term and a short term contract. Obviously, this benchmark model does not have much predictive power as it does not clearly justify one duration of contract over another. It is easy to see that if we had allowed for some uncertainty in the period 2 reservation payoff, the landlord would have preferred a long term contract for both types of tenants. Such a result is intuitively clear and in any case does not justify coexistence of different durations.

In this section we assume that the true skill of the tenant is not observed by the landlord and is held as private information by the tenant. In the rest of the paper we shall prove results within the parameter region where the best possible equilibrium is a separating equilibrium and one in which both types of tenants accept a contract. This is consistent with a situation where the landlord never finds it optimal to offer a contract that automatically excludes the low skilled tenants. We pronounce this in Assumption 2.

Assumption 2 *Given other parameters of the environment, we assume that the two possible skill levels h and ℓ are never so far apart, thereby guaranteeing that the only possible Perfect Bayesian equilibrium is a separating equilibrium and one in which both types of tenants accept a contract.*

Let us begin by analyzing the case where output and effort are both observable. In such a scenario, the tenant has no incentive to misrepresent his true skill as with full observability of output and effort the true skill of the tenant becomes common knowledge at the end of period 1 under any circumstance.

Two concepts regarding the notion of incentive compatible mechanisms are required. One is the standard *period-incentive compatibility* constraint (PIC) which states that in any given period, a tenant weakly prefers the contract designed for his type over the contract designed for the other type. The second is the *intertemporal-incentive compatibility* constraint (IIC) which states that a tenant weakly prefers the contracts designed for his type over the two periods to the contracts designed for the other type. With only short term contracts, the two concepts are equivalent. However, once we allow for the possibility of long term contracts, this equivalence may not always hold and the relevant constraint is the IIC. We now define the concepts of separation and individual rationality.

A $(t_h - t_\ell)$ scheme satisfies the property of *Intertemporal Separation* (IS) if it satisfies the property of IIC. Also, a $(t_h - t_\ell)$ scheme satisfies the property of *Individual Rationality* (IR) if the tenant receives at least $u(\pi)$ in each period. In the rest of the section we look for an optimal individually rational (IR) scheme which satisfies intertemporal separation (IS).

3.1 The (1 – 1) Scheme

Suppose the landlord wants to offer short term contracts to both types of tenants and separate them. In period 2, since the skill of the tenant

becomes common knowledge, he knows that no matter what the true skill is, the contracts will entail fixed rents which extract the entire surplus from both types of tenants, as shown in section 2.2. In this respect, it is easy to see that $(\alpha_2^\ell, \beta_2^\ell) = (0, \beta_2^\ell)$ and $(\alpha_2^h, \beta_2^h) = (0, \beta_2^h)$, as depicted in figure (2). Consequently, the tenant is offered a single contract in period 2, implying that the only relevant incentive compatibility constraint is the PIC in period 1. Given this, the landlord solves the following problem to decide upon his separating period 1 contracts.

$$\max_{(\alpha_1^\ell, \beta_1^\ell), (\alpha_1^h, \beta_1^h)} \mu \left[\alpha_1^h h f(e_1^h(\alpha_1^h, \beta_1^h)) + \beta_1^h \right] + (1 - \mu) \left[\alpha_1^\ell \ell f(e_1^\ell(\alpha_1^\ell, \beta_1^\ell)) + \beta_1^\ell \right], \quad (7)$$

subject to

$$(i) \quad u(e_1^h(\alpha_1^h, \beta_1^h); h, \alpha_1^h, \beta_1^h) \geq u(\pi)$$

$$(ii) \quad u(e_1^\ell(\alpha_1^\ell, \beta_1^\ell); \ell, \alpha_1^\ell, \beta_1^\ell) \geq u(\pi)$$

$$(iii) \quad u(e_1^h(\alpha_1^h, \beta_1^h); h, \alpha_1^h, \beta_1^h) \geq u(e_1^\ell(\alpha_1^\ell, \beta_1^\ell); h, \alpha_1^\ell, \beta_1^\ell)$$

$$(iv) \quad u(e_1^\ell(\alpha_1^\ell, \beta_1^\ell); \ell, \alpha_1^\ell, \beta_1^\ell) \geq u(e_1^h(\alpha_1^h, \beta_1^h); \ell, \alpha_1^h, \beta_1^h),$$

where $e_t^\theta(\alpha_t^{\theta'}, \beta_t^{\theta'})$ is the effort chosen by the tenant of skill θ while working in period t under the contract $(\alpha_t^{\theta'}, \beta_t^{\theta'})$ designed for the tenant of skill θ' .

In the above maximization problem, (i) and (ii) are the IR constraints, while (iii) and (iv) are the period 1 PIC constraints of the two types of tenants. The following Lemma establishes some standard properties of the screening environment studied.¹⁵ The proof is moved to an Appendix.

Lemma 1. *In period 1, the following is true.*

1. *The single-crossing property is satisfied in the (α, β) plane.*
2. *The high-skilled tenant always enjoys a positive surplus; the low-skilled tenant always gets zero surplus.*
3. *The high-skilled tenant gets a fixed-rent contract.*
4. *The period-incentive compatibility constraint of the low-skilled tenant is never binding, while that of the high-skilled tenant is binding.*

¹⁵See Mas Collé et al. (1995), ch. 14, appendix B; and Ray (1998), ch. 12, appendix 2. We provide the proof in an appendix to remain as self contained as possible. It is worth mentioning here that we are only looking for a separating equilibrium. In general, a pooling equilibrium may beat the separating in terms of profits to the landlord. However, this may not be the case if skills are not too close as in this case there are clear benefits from separating the two types.

5. *The low-skilled tenant gets a share contract.*

A typical menu of contracts under the (1 – 1) scheme offered in equilibrium is depicted in Figure 1 (all figures are moved to the end of the paper). In that figure, the single-crossing property established in part 1 of the above Lemma makes the indifference curves of the high skilled tenant steeper everywhere than that of the low skilled tenant. All contracts are short term in nature, and as proved in the Lemma, the separating equilibrium will entail a positive surplus to the high skilled tenant in period 1 while the low skilled one will just meet his reservation payoff. This is depicted by the pair of period 1 contracts, $(\alpha_1^\ell, \beta_1^\ell)$ that ties in the low skilled tenant, and $(0, \beta_1^h)$ that ties in the high skilled one. Once period 1 activities are over, skills become common knowledge and the high skilled tenant's new contract involves an increase in the fixed rent so that the new period 2 contract is $(0, \beta_2^h)$ that extracts all period 2 surplus from him. Meanwhile, the low skilled tenant is offered a new short term contract which is $(0, \beta_2^\ell)$.

An interesting observation at this stage is that under a (1 – 1) scheme, the payoff of the low-skilled tenant is exactly equal to $u(\pi)$, the reservation payoff in both periods. This implies that although the low-skilled tenant remains as poor as he was without working in this farm, his payoff over the two periods is smoothed. However, due to the problem of separation, although in period 1 the high-skilled tenant enjoys a positive surplus, and feels wealthier, his payoff drops to his reservation payoff in period 2 (the "ratchet effect"). Consequently, the high-skilled tenant experiences variations in his payoffs over the two periods. This observation will turn out to be central in what follows.

3.2 The (2 – 1) Scheme

Consider now the case where the landlord offers a long term contract to the high-skilled tenant and a short term contract to the low-skilled one. Since offering a short term contract, as in the case under a (1 – 1) scheme, implies variations in the payoffs of the high-skilled tenant over the two periods, the landlord may take advantage of this by smoothing the high-skilled tenant's payoff. By doing this, the high-skilled tenant can be made weakly better off, while the landlord is able to extract a higher surplus from him over the two periods. However, this may lead to additional IIC problems which were absent under a (1 – 1) scheme. A (2 – 1) scheme involving the menu of contracts $(\alpha_1^h, \beta_1^h), (\alpha_2^h, \beta_2^h), (\alpha_1^\ell, \beta_1^\ell), (\alpha_2^\ell, \beta_2^\ell)$ is IIC if

$$\begin{aligned} & u(e_1^h(\alpha_1^h, \beta_1^h); h, \alpha_1^h, \beta_1^h) + u(e_2^h(\alpha_2^h, \beta_2^h); h, \alpha_2^h, \beta_2^h) \\ \geq & u(e_1^h(\alpha_1^\ell, \beta_1^\ell); h, \alpha_1^\ell, \beta_1^\ell) + u(e_2^h(\alpha_2^h, \beta_2^h); h, \alpha_2^h, \beta_2^h), \end{aligned}$$

and

$$\begin{aligned} & u(e_1^\ell(\alpha_1^\ell, \beta_1^\ell); \ell, \alpha_1^\ell, \beta_1^\ell) + u(e_2^\ell(\alpha_2^\ell, \beta_2^\ell); \ell, \alpha_2^\ell, \beta_2^\ell) \\ \geq & u(e_1^\ell(\alpha_1^h, \beta_1^h); \ell, \alpha_1^h, \beta_1^h) + u(e_2^\ell(\alpha_2^h, \beta_2^h); \ell, \alpha_2^h, \beta_2^h). \end{aligned}$$

Since under a (2 – 1) scheme the landlord offers a short term contract for the low skilled tenant, if the high skilled one accepts this short term contract, at the end of period 1 when the contract is terminated, he works under the (α_2^h, β_2^h) in period 2. On the other hand, if the low skilled tenant chooses to work under the contract offered for the high skilled one, he in turn locks himself up for 2 periods and therefore in period 2 works under the contract (α_2^h, β_2^h) .

In the following Proposition, we show that the optimal contracts under a (2 – 1) scheme yield strictly higher payoffs to the landlord than those under a (1 – 1) scheme.

Proposition 1. *In any optimal separating scenario, the landlord strictly prefers the (2 – 1) scheme to the (1 – 1) scheme.*

Proof. The proof is by construction. Take the optimal menu of contracts under the (1 – 1) scheme. Consider figure 1 where such contracts are the points

$$(0, \beta_1^h), (0, \beta_2^h), (\alpha_1^\ell, \beta_1^\ell), \text{ and } (0, \beta_2^\ell).$$

Construct the following menu of contracts under a (2 – 1) scheme.

$$(\alpha_1^h, \beta_1^h) = (\alpha_2^h, \beta_2^h) = (0, \beta^h), (\alpha_1^\ell, \beta_1^\ell), \text{ and } (0, \beta_2^\ell),$$

where $(0, \beta^h)$ is the “certainty equivalent” of the two contracts $(0, \beta_1^h)$ and $(0, \beta_2^h)$, defined as

$$\begin{aligned} & u(e_1^h(0, \beta^h); h, 0, \beta^h) + u(e_2^h(0, \beta^h); h, 0, \beta^h) \\ = & u(e_1^h(0, \beta_1^h); h, 0, \beta_1^h) + u(e_2^h(0, \beta_2^h); h, 0, \beta_2^h). \end{aligned}$$

Since $u(\cdot)$ is strictly concave, we have $2\beta^h > \beta_1^h + \beta_2^h$, and therefore the landlord’s payoffs are strictly greater under the contracts in a (2 – 1) scheme. What remains to be shown is that the constructed contracts under a (2 – 1) scheme are IR and IIC for both types of tenants. IR is easily established since the contracts $(\alpha_1^\ell, \beta_1^\ell)$ and $(0, \beta_2^\ell)$ yield a payoff of $u(\pi)$ in each period to the low-skilled tenant, while the contract $(0, \beta^h)$ yields positive surplus in each period to the high-skilled tenant. IIC for the low-skilled tenant is established by observing that a deviation in period 1 to the contract $(0, \beta^h)$ yields a payoff less than $u(\pi)$, which by definition is subsistence,

and therefore such a deviation becomes impossible. To show that the IIC constraint of the high-skilled tenant is satisfied, we proceed as follows. The high-skilled tenant is indifferent between the contracts $(\alpha_1^\ell, \beta_1^\ell)$ and $(0, \beta_1^h)$. Since

$$\begin{aligned} & u(e_1^h(0, \beta^h); h, 0, \beta^h) + u(e_2^h(0, \beta^h); h, 0, \beta^h) \\ = & u(e_1^h(0, \beta_1^h); h, 0, \beta_1^h) + u(e_2^h(0, \beta_2^h); h, 0, \beta_2^h), \end{aligned}$$

we have

$$\begin{aligned} & u(e_1^h(0, \beta^h); h, 0, \beta^h) + u(e_2^h(0, \beta^h); h, 0, \beta^h) \\ = & u(e_1^h(\alpha_1^\ell, \beta_1^\ell); h, \alpha_1^\ell, \beta_1^\ell) + u(e_2^h(0, \beta_2^h); h, 0, \beta_2^h), \end{aligned}$$

making any such deviation on part of the high-skilled tenant unprofitable for him. \square

The landlord is strictly better off by smoothing the payoffs of the high-skilled tenant over the two periods. Moreover, the incentive structure of the (2 – 1) scheme is equivalent to that of the (1 – 1) scheme. Therefore, the landlord strictly prefers the (2 – 1) scheme to the (1 – 1) scheme.

In the following section, we will show that offering a long term contract to the high-skilled tenant to take advantage of the strict concavity of the tenant's payoff function becomes less attractive for the landlord if the low-skilled tenant works for a long term contract as well.

Remark 1. *The constructed menu of contracts offered under the (2 – 1) scheme in the above proof may not be the best one among the possible menus under that scheme. All we show in the above Proposition is that it beats the best (1 – 1) scheme. Notice that one can also construct a menu consisting of only fixed rent contracts which satisfy IS under the (2 – 1) scheme. However, it is standard to show that a (2 – 1) scheme where all contracts are fixed rents is strictly dominated by a (2 – 1) scheme where the sequence of short term contracts involves a share contract in period 1. (It is always optimal for the principal to distort the offer to the low type from its 'efficient' level—by offering a share contract—in order to reduce the information rent offered to the high type.)*

3.3 The (2 – 2) Scheme

Consider the situation where the landlord wishes to offer separating contracts and hire both types of tenants for two periods. A (2 – 2) scheme involving the menu of contracts $(\alpha_1^h, \beta_1^h), (\alpha_2^h, \beta_2^h), (\alpha_1^\ell, \beta_1^\ell), (\alpha_2^\ell, \beta_2^\ell)$ is IIC if

$$\begin{aligned} & u(e_1^h(\alpha_1^h, \beta_1^h); h, \alpha_1^h, \beta_1^h) + u(e_2^h(\alpha_2^h, \beta_2^h); h, \alpha_2^h, \beta_2^h) \\ \geq & u(e_1^h(\alpha_1^\ell, \beta_1^\ell); h, \alpha_1^\ell, \beta_1^\ell) + u(e_2^h(\alpha_2^\ell, \beta_2^\ell); h, \alpha_2^\ell, \beta_2^\ell), \end{aligned}$$

and

$$\begin{aligned} & u(e_1^\ell(\alpha_1^\ell, \beta_1^\ell); \ell, \alpha_1^\ell, \beta_1^\ell) + u(e_2^\ell(\alpha_2^\ell, \beta_2^\ell); \ell, \alpha_2^\ell, \beta_2^\ell) \\ \geq & u(e_1^\ell(\alpha_1^h, \beta_1^h); \ell, \alpha_1^h, \beta_1^h) + u(e_2^\ell(\alpha_2^h, \beta_2^h); \ell, \alpha_2^h, \beta_2^h). \end{aligned}$$

Notice that the only difference in the IIC constraints between the (2 – 1) and the (2 – 2) schemes is in the second term of the R.H.S. in the first inequality. This arises out of the fact that now if the high skilled tenant chooses to work under the contract offered for the low skilled one, he in turn locks himself up for 2 periods and therefore in period 2 works under the contract $(\alpha_2^\ell, \beta_2^\ell)$. We first prove the following Lemma which states that there exists menus of contracts which satisfy IR and IIC under the (2 – 2) scheme. This Lemma also guarantees the existence of an optimal menu of contracts under the (2 – 2) scheme which satisfies the IS property. The proof is moved to an appendix.

Lemma 2. *Consider the case where the landlord offers contracts under the (2 – 2) scheme. Then there exists a menu of contracts which satisfies IR and IIC.*

Remark 2. *Notice that the best menu of contracts under the (2 – 2) scheme must satisfy the property that both cannot be pure fixed-rent contracts. Under a (2 – 2) scheme, unlike the (2 – 1) scheme, pure fixed-rent menus will never be separating as the high skilled tenant will always prefer the lower fixed rent arrangement due to the possibility of locking himself up for two periods with this low rent, which was clearly not possible under the (2 – 1) scheme.*

In the following Proposition, we show that the landlord would always be strictly better off under a (2 – 1) scheme than under a (2 – 2) scheme.

Proposition 2. *In any optimal separating scenario, the landlord strictly prefers the (2 – 1) scheme to the (2 – 2) scheme.*

Proof. Lemma 2 proved that the set of separating contracts under a (2 – 2) scheme is non-empty. Take an optimal contract under that scheme. We will prove that the landlord becomes better off by offering the same contract with the modification that the contract offered for the low type is not long term but rather a sequence of short term contracts. This is actually a (2–1) scheme. The landlord under this scheme has to forego a lower information rent to separate the two types than under the (2 – 2) scheme where a deviation is more profitable for the high type since even though his true skill is revealed by the end of period 1, he is entitled to pay the low rent β_2^l (as shown in fig.(2)) that the low-skilled tenant would pay, since he accepted a long term contract. Finally, it is easy to see that there is no extra cost associated with the (2 – 1) scheme we proposed. \square

The IIC constraint for the high-skilled tenant is more binding whenever he has the option of tying himself up into a long term contract designed for the low-skilled tenant. Furthermore, a long term contract offered to the low-skilled tenant provides no additional benefit to the landlord. Therefore, instead of foregoing a higher information rent to separate the two types of tenants, the landlord can eliminate the available “tying-up” option which is preferred by the high-skilled tenant, by simply offering a short term contract to the low-skilled one.¹⁶

3.4 The (1 – 2) Scheme

Suppose now that the landlord wishes to screen between the two types of tenants by offering a short term contract for the high-skilled tenant and a long term contract for the low-skilled one. The IIC constraints in this case are similar to the ones under the (2 – 1) scheme with reversing roles of the types of the tenant. Notice that by offering a long term contract to the low-skilled tenant, the landlord is not able to reap any gain, as in any event, the payoffs of the low-skilled tenant are smoothed over the two periods and equal exactly to his period reservation payoff. Moreover, the (1 – 2) scheme has the same incentive problems as in the (2 – 2) scheme mentioned in subsection 3.3. Hence, a (1 – 1) scheme dominates the (1 – 2) scheme. The following Proposition states this fact, a proof of which is not required.

Proposition 3. *In any optimal separating scenario, the landlord prefers the (1 – 1) scheme to the (1 – 2) scheme.*

This ends our study of different schemes of contracts that the landlord may wish to offer in order to separate between the two possible types of tenants when effort is observable. We summarize our findings in the following theorem.

Theorem 1. *Suppose output and effort are perfectly observable by the landlord and the skills of the tenants are such that exclusion of low skilled tenant is never optimal for the landlord. Then, in any separating scenario, at the beginning of period 1, the landlord offers a long term fixed rent contract and a short term share contract. The high skilled tenant chooses to work under the long term contract while the low skilled tenant works under the short term one.*

4 Unobservable effort

In the model we study, the skill of the tenant is not observable in period 1. In Section 3, we studied the case where effort was observable so that the landlord gets to know the true skill of the tenant only at the end of period 1

¹⁶Proposition 2 holds even when the tenant is risk neutral.

by observing the output produced and the effort exerted therein. However, in many instances, *absentee landlordism* being a common one, it may be the case that monitoring the actual level of effort becomes prohibitively costly for the landlord, and this is our focus in this section. In all such situations, the tenant may *strategically produce suboptimally* (given his true skills) in period 1 to misinform the landlord about his true skills, if doing so is beneficial for him. Since effort is not observable, such a misrepresentation is now feasible. For example, the low-skilled tenant may choose to put in more effort in order to ensure an output which only the high-skilled tenant would optimally produce. Similarly, the high-skilled tenant may choose to reduce his effort to produce what only the low-skilled tenant would optimally produce. Since the landlord does not have the time and resources to monitor effort, the contracts studied in section 3 may therefore not be intertemporally separating if such misrepresentations are allowed for.

Since the landlord is now aware of the fact that the tenant may or may not misrepresent his true skill, his separating scheme must now satisfy IIC under misrepresentation. A $(t_h - t_\ell)$ scheme is *IIC with misrepresentation* (IICM) if

$$\begin{aligned} & u(e_1^h(\alpha_1^h, \beta_1^h); h, \alpha_1^h, \beta_1^h) + u(e_2^h(\alpha_2^h, \beta_2^h); h, \alpha_2^h, \beta_2^h) \\ \geq & u(e_1^\ell(\alpha_1^\ell, \beta_1^\ell); h, \alpha_1^\ell, \beta_1^\ell) + u(e_2^h(\alpha_2^\ell, \beta_2^\ell); h, \alpha_2^\ell, \beta_2^\ell), \end{aligned}$$

and

$$\begin{aligned} & u(e_1^\ell(\alpha_1^\ell, \beta_1^\ell); \ell, \alpha_1^\ell, \beta_1^\ell) + u(e_2^\ell(\alpha_2^\ell, \beta_2^\ell); \ell, \alpha_2^\ell, \beta_2^\ell) \\ \geq & u(e_1^h(\alpha_1^h, \beta_1^h); \ell, \alpha_1^h, \beta_1^h) + u(e_2^\ell(\alpha_2^h, \beta_2^h); \ell, \alpha_2^h, \beta_2^h), \end{aligned}$$

where now, $e_t^\theta(\alpha_t^\theta, \beta_t^\theta)$ is the effort chosen by the tenant of skill θ while working in period t under the contract $(\alpha_t^\theta, \beta_t^\theta)$ designed for the tenant of skill θ' when misrepresentation is feasible. The first inequality implies that the high skilled tenant is weakly better off by working under the contracts designed for him than working under the period 1 contract designed for the low skilled tenant, misrepresenting in period 1, and then working in period 2 under the contract designed for the low skilled tenant and working according to his true skills. Clearly, *no type of tenant would like to misrepresent in period 2*, as misrepresentation in any given period is costly for that period, and yields no benefit if there is no future! Similar conditions are represented in the second inequality for the low skilled tenant. Notice that the IR conditions will remain as in section 3.

The following Lemma will be essential for Theorem 2. It shows that under a $(1 - 1)$ scheme, there exists a menu of contracts over the two periods such that IR and IICM are satisfied. The proof can be found in an appendix.

Lemma 3. *Consider the case where the landlord offers contracts under the (1 – 1) scheme. Then, there exists a menu of contracts which satisfies IR and IICM.*

The above Lemma asserts that the set of separating (1 – 1) contracts is non-empty. This fact is used in the next theorem where we compare again the four schemes under the assumption that effort is not observable. In the following theorem, we show that even when the landlord has to take additional care regarding this possibility of misrepresentation, theorem 8 will hold, at least qualitatively. That is, although the exact contracts offered may change, the landlord’s preference over their durations will not.

Theorem 2. *Suppose output is observable but effort is not, and that the skills of the tenants are such that exclusion of low skilled tenants is never optimal. Then in any separating scenario, at the beginning of period 1 the landlord offers a long term fixed rent contract and a short term share contract. The high skilled tenant chooses to work under the long term contract while the low skilled tenant works under the short term one.*

Proof. Suppose it is common knowledge that the tenant can misrepresent his true skills. Notice that the low-skilled tenant does not misrepresent in any period. To see this, observe that in any separating scheme, the low-skilled tenant gets a zero surplus¹⁷ and by definition, misrepresentation is costly due to the suboptimality of altering the optimal effort level. As mentioned in the proof of Lemma 2, i) the high-skilled tenant may have incentives to misrepresent his true skills and ii) no tenant has any incentive to misrepresent his true skills in period 2 as misrepresentation is always costly and yields no extra benefit in the terminal period.

We proceed as follows.

Step 1. We begin by comparing the (1 – 1) scheme with the (2 – 1) scheme. Let the contracts under the (1 – 1) scheme in this case be

$$\left(\hat{\alpha}_1^h, \hat{\beta}_1^h\right), \left(\hat{\alpha}_2^h, \hat{\beta}_2^h\right), \left(\hat{\alpha}_1^\ell, \hat{\beta}_1^\ell\right), \left(\hat{\alpha}_2^\ell, \hat{\beta}_2^\ell\right).$$

By Lemma 3 it follows that $\hat{\alpha}_1^h = \hat{\alpha}_2^h = 0$, $\hat{\alpha}_1^\ell \in (0, 1)$ and $\hat{\alpha}_2^\ell = 0$.

Suppose the landlord offers the same contracts under a (2 – 1) scheme with the following alterations. The contracts offered for the high skilled tenant are $(0, \beta^h)$ in each period, where the contract $(0, \beta^h)$ is the “certainty equivalence” of the two contracts $(0, \hat{\beta}_1^h)$ and $(0, \hat{\beta}_2^h)$ offered under the (1 – 1) scheme. Thus, we have

$$\begin{aligned} & u\left(e_1^h\left(0, \beta^h\right); h, 0, \beta^h\right) + u\left(e_2^h\left(0, \beta^h\right); h, 0, \beta^h\right) \\ &= u\left(e_1^h\left(0, \hat{\beta}_1^h\right); h, 0, \hat{\beta}_1^h\right) + u\left(e_2^h\left(0, \hat{\beta}_2^h\right); h, 0, \hat{\beta}_2^h\right). \end{aligned} \quad (8)$$

¹⁷The proof of this is similar to that of Lemma 1, part 2.

Define $G(1-1)$ and $G(2-1)$ to be the high-skilled tenant's gains from deviation and misrepresentation under the $(1-1)$ and the $(2-1)$ schemes respectively. Then,

$$G(1-1) = \left\{ u(e_1^\ell(\hat{\alpha}_1^\ell, \hat{\beta}_1^\ell); h, \hat{\alpha}_1^\ell, \hat{\beta}_1^\ell) + u(e_2^h(0, \hat{\beta}_2^\ell); h, 0, \hat{\beta}_2^\ell) \right\} \\ - \left\{ u(e_1^h(0, \hat{\beta}_1^h); h, 0, \hat{\beta}_1^h) + u(e_2^h(0, \hat{\beta}_2^h); h, 0, \hat{\beta}_2^h) \right\},$$

and

$$G(2-1) = \left\{ u(e_1^\ell(\hat{\alpha}_1^\ell, \hat{\beta}_1^\ell); h, \hat{\alpha}_1^\ell, \hat{\beta}_1^\ell) + u(e_2^h(0, \hat{\beta}_2^\ell); h, 0, \hat{\beta}_2^\ell) \right\} \\ - \left\{ u(e_1^h(0, \beta^h); h, 0, \beta^h) + u(e_2^h(0, \beta^h); h, 0, \beta^h) \right\}.$$

The first two terms on the R.H.S. of the above two equations denote the payoff to the high-skilled tenant working under the contracts designed for the low-skilled tenant when he misrepresents, while the remaining terms denote the payoff to the high-skilled tenant working (according to his true skill) under the contracts designed for his type. Clearly, by construction, in equilibrium we have $G(1-1) = G(2-1) \leq 0$. Thus, an optimal $(1-1)$ contract is also IS under the $(2-1)$ scheme. Thus, by Eq.(9) and the fact that $u(\cdot)$ is strictly concave, $2\beta^h > \beta_1^h + \beta_2^h$, and the landlord prefers the constructed $(2-1)$ scheme to the optimal $(1-1)$ scheme. The best $(2-1)$ scheme therefore clearly yields a strictly greater payoff to the landlord than the optimal $(1-1)$ scheme. This shows that the landlord strictly prefers the $(2-1)$ scheme to the $(1-1)$ scheme [Remark 1 applies here as well].

Step 2. Firstly, existence of a menu of contracts under the $(2-2)$ scheme satisfying the IS property is easy to show by invoking Lemma 1 [remark 2 applies here as well]. This can be seen easily since in any $(2-2)$ scheme whether effort is observable or not the tenant will not misrepresent. It is also easy to see that the landlord strictly prefers the $(2-1)$ scheme to the $(2-2)$ scheme as well. The argument is similar to the proof of Proposition 6 and therefore we omit it here.

Step 3. Finally, the landlord strictly prefers the $(1-1)$ scheme to the $(1-2)$ scheme. The argument is exactly the same as in the comparison between the $(2-1)$ scheme and the $(2-2)$ scheme.

From Steps 1-3, it then follows that the landlord strictly prefers the $(2-1)$ scheme to any other scheme of contracting. \square

Whether effort is observable or not, we see that in any optimal screening scenario where the landlord wishes to separate between the high and the low skilled tenants, he typically offers a long term contract to select the high-skilled tenant and a short term contract to select the low-skilled one. The driving forces behind this general result are the following. Firstly, in any separating outcome where the high-skilled tenant works under a short term contract, there is a variation in his payoffs over the two periods.

Therefore, offering a contract with a longer duration enables the landlord to extract a greater lifetime surplus from the high-skilled tenant by extracting the extra payoff that the tenant enjoys from the smoothing of his payoff stream. However, the landlord needs to be careful of another aspect. Since the contract offered in period 2 to the low-skilled tenant is attractive to the high skilled one, he must make sure that the high-skilled tenant does not accept the long term contract designed for the low-skilled one. Offering only a short term contract to the low-skilled tenant does this job and entails a lot less information rent on part of the landlord as against the case where he separates by offering long term contracts to both types of tenants. Also, offering a short term contract to the low-skilled tenant does not reduce the payoff of the landlord as the low-skilled tenant's payoff is smoothed under any separating contractual scheme. Of course, with the possibility of misrepresentation, the overall information rent foregone by the landlord may be higher than when such misrepresentations are ruled out. Nevertheless, the preference ordering of the landlord over different contractual durations for different skills remains unaffected.

5 Conclusion

A landlord can always offer contracts such that in each period he guarantees to pay according to the skill of the tenant even if such skills are not perfectly observable. These are the standard screening contracts studied extensively in economics. The question is, *can he do better?* In this paper we have shown that the answer is certainly yes. Long-term tenancy and savings (interlinked) contracts emerge in equilibrium. The landlord strictly increases his lifetime payoffs by taking advantage of the fact that he can also differentiate between the contracts offered to the two types of tenants in the dimension of time. In particular, his best scheme is to offer long term contracts to high-skilled tenants and short term contracts to low-skilled tenants. In this respect, the risk aversion assumption (concave utility) for the tenant captures the tenant's willingness to pay for mechanisms that smooth his income. As we have argued, this can be due to his inability to exercise self-control and/or the absence of well-developed financial markets. It is then not surprising at all that short and long term contracts may co-exist as has been empirically verified by Bandiera (2007). We show that high skilled, and hence wealthier, tenants are more likely to work under long term contracts, a prediction that is supported by empirical evidence, Bandiera (2007). Also, Newbery's claim that share cropping is typically short term while fixed rent contracts are long term may also be supported by the theory we provide here.

A Appendix

A.1 Proof of Lemma 1

Part 1: Given the payoff function of the tenant, along any iso-payoff curve of the tenant of type θ , we have

$$\frac{d\beta}{d\alpha}|_{\theta} = -\theta f(e_1^{\theta}(\alpha_1, \beta_1)).$$

It is easy to see that for any contract (α_1, β_1) , we have $e_1^h(\alpha_1, \beta_1) > e_1^{\ell}(\alpha_1, \beta_1)$. Since β does not affect the effort level, we have

$$\frac{d\beta}{d\alpha}|_h < \frac{d\beta}{d\alpha}|_{\ell} \quad \text{for all } (\alpha_1, \beta_1) \in [0, 1] \times \mathbf{R}.$$

This proves part 1.

Part 2: From the individual rationality and the period-incentive compatibility constraints of the tenant, and the fact that for any given contract (α, β) , the high-skilled tenant generates more payoff than the low-skilled tenant, we have

$$\begin{aligned} & u(e_1^h(\alpha_1^h, \beta_1^h); h, \alpha_1^h, \beta_1^h) \\ & \geq u(e_1^h(\alpha_1^{\ell}, \beta_1^{\ell}); h, \alpha_1^{\ell}, \beta_1^{\ell}) \\ & > u(e_1^{\ell}(\alpha_1^{\ell}, \beta_1^{\ell}); \ell, \alpha_1^{\ell}, \beta_1^{\ell}) \geq u(\pi). \end{aligned}$$

This proves that the high-skilled tenant always enjoys a positive surplus.

To prove that the low-skilled tenant does not get any surplus, we proceed as follows. Let (α_1^h, β_1^h) and $(\alpha_1^{\ell}, \beta_1^{\ell})$ be any two contracts such that constraints (i) – (iv) in problem (7) are satisfied, and suppose on the contrary, we have

$$u(e_1^{\ell}(\alpha_1^{\ell}, \beta_1^{\ell}); \ell, \alpha_1^{\ell}, \beta_1^{\ell}) > u(\pi).$$

Construct a new pair of contracts $(\alpha_1^h, \beta_1^h + \varepsilon)$ and $(\alpha_1^{\ell}, \beta_1^{\ell} + \varepsilon)$. Then, by the fact that the high-skilled tenant enjoys a positive surplus, there exists an $\varepsilon^* > 0$ such that this new pair of contracts also satisfy constraints (i) – (iv) of problem (7), and the landlord clearly prefers it to the original contract. This contradicts with (α_1^h, β_1^h) and $(\alpha_1^{\ell}, \beta_1^{\ell})$ being optimal. This proves part 2.

Part 3: Let $(\alpha_1^{\ell}, \beta_1^{\ell})$ be the contract offered to the low-skilled tenant.

Then, by the single crossing property as established in (i), the contract (α_1^h, β_1^h) offered to the high-skilled tenant must lie on the line segment $[x, y)$ as in Figure 2. We claim that (α_1^h, β_1^h) coincides with the point $x = (0, \beta_1^h)$. To prove this, it is sufficient to observe that if the landlord faces only the constraint of the high-skilled tenant, the optimal choice of (α_1^h, β_1^h) would be x , which is a fixed-rent contract.

Part 4: This follows trivially from part (iii).

Part 5: This follows trivially from the separation property¹⁸ of the problem and part 3.

A.2 Proof of Lemma 2

Consider Figure 3. Choose some $\varepsilon_1, \varepsilon_2 > 0$ and construct the menu of IR contracts under the (2 – 2) scheme as

$$\mathcal{M}(\varepsilon_1, \varepsilon_2) = \left\{ (0, \beta_2^\ell + \varepsilon_1), (1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2)), (0, \beta_2^\ell + \varepsilon_1), (0, \beta_2^\ell) \right\}$$

where the first long term contract is the fixed rent contract $(0, \beta_2^\ell + \varepsilon_1)$ for the two periods and the second long term contract is the share contract $(1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2))$ in period 1 and the fixed rent contract $(0, \beta_2^\ell)$ in period 2. Also, $\beta_1^\ell(\varepsilon_2)$ is such that the contract $(1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2))$ satisfies

$$u(e_1^\ell(1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2)); \ell, 1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2)) = u(\pi) \text{ for all } \varepsilon_2 \geq 0.$$

In what follows we suppress this dependence of β_1^ℓ on ε_2 . Clearly by construction, the low skilled tenant always chooses the second long term arrangement. If the high skilled tenant is indifferent between the two long term contracts, we are done. So, suppose that the high skilled tenant strictly prefers the second contract. Then it must be the case that

$$\begin{aligned} & u(e_1^h(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell) + u(e_2^h(0, \beta_2^\ell); h, 0, \beta_2^\ell) \\ & > u(e_1^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1) + u(e_2^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1). \end{aligned}$$

We will show that there exist ε_1 and ε_2 such that the above inequality gets reversed, guaranteeing that $IIC \cap IR \neq \emptyset$. On the other hand we have

$$u(e_1^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1) \rightarrow u(e_2^h(0, \beta_2^\ell); h, 0, \beta_2^\ell) \text{ as } \varepsilon_1 \rightarrow 0,$$

and

$$\lim_{\varepsilon_1 \rightarrow 0} u(e_1^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1) > \lim_{\varepsilon_2 \rightarrow 0} u(e_1^h(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell).$$

¹⁸Notice that given the problem at hand, any tenant working under a contract with α very close to 1 will also choose an effort level very close to zero. This would in turn imply that total output produced would be negligible, and so the landlord will receive almost nothing in return from the tenant. However, the tenant will have to be paid at least his reservation payoff of π , which would force the landlord to pay a very high negative rent (a negative β). Clearly therefore, the payoff to the landlord from hiring any tenant under a contract with α close to one (which includes $\alpha = 1$) will be negative. Why would a landlord offer such a contract even in a separating environment, no matter how small is the probability of the tenant to have low skills? He can always do better by offering only a fixed-rent contract to the high-skilled tenant and exclude the possibility of hiring the low-skilled one. But this becomes a triviality, and the only interesting case for our purpose is when the landlord actually finds it optimal to offer two contracts to separate between the two skills.

The last inequality follows from the fact that the two types of tenants have indifference curves with different slopes. Passing to the arguments with continuity, there exist $\varepsilon_1^*, \varepsilon_2^* > 0$ such that for all $\varepsilon_1 \in [0, \varepsilon_1^*]$ and $\varepsilon_2 \in [0, \varepsilon_2^*]$, we have

$$\begin{aligned} & u(e_1^h(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell) + u(e_2^h(0, \beta_2^\ell); h, 0, \beta_2^\ell) \\ \leq & u(e_1^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1) + u(e_2^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1). \end{aligned}$$

Thus the set of constructed contracts $\{\mathcal{M}(\varepsilon_1, \varepsilon_2) \mid \varepsilon_1 \in [0, \varepsilon_1^*] \text{ and } \varepsilon_2 \in [0, \varepsilon_2^*]\}$ satisfies IIC as well.

A.3 Proof of Lemma 3

Consider Figure 4. Choose $\varepsilon_1, \varepsilon_2 > 0$ and construct the menu of IR contracts $\mathcal{M}(\varepsilon_1, \varepsilon_2)$ as

$$\mathcal{M}(\varepsilon_1, \varepsilon_2) = \{(0, \beta_2^\ell + \varepsilon_1), (1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2)), (0, \beta_2^h), (0, \beta_2^\ell)\},$$

with the interpretation that $(0, \beta_2^\ell + \varepsilon_1)$ and $(0, \beta_2^h)$ are the two consecutive short term contracts designed for the high skilled tenant and $(1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2))$ and $(0, \beta_2^\ell)$ are the two consecutive short term contracts designed for the low skilled tenant. Also, $\beta_1^\ell(\varepsilon_2)$ is such that the contract $(1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2))$ satisfies

$$u(e_1^\ell(1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2)); \ell, 1 - \varepsilon_2, \beta_1^\ell(\varepsilon_2)) = u(\pi) \text{ for all } \varepsilon_2 \geq 0.$$

In what follows we suppress this dependence of β_1^ℓ on ε_2 . Notice that misrepresentation of the true skills can only hurt the low skilled tenant in each period [since he receives just his subsistence income]. Furthermore as mentioned before, no type of tenant will misrepresent in period 2. Given this, the only case of possible misrepresentation is from the high skilled tenant in period 1. So suppose the high skilled tenant chooses to work in period 1 under the contract $(1 - \varepsilon_2, \beta_1^\ell)$ and misrepresent. Then he gets a payoff of $u(e_1^\ell(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell)$ in period 1 and $u(e_2^h(0, \beta_2^\ell); h, 0, \beta_2^\ell)$ in period 2. If $u(e_1^\ell(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell) < u(\pi)$, the proof ends. So suppose $u(e_1^\ell(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell) \geq u(\pi)$. If on the other hand he works under the contracts $(0, \beta_2^\ell + \varepsilon_1)$ and $(0, \beta_2^h)$ designed for him, his payoffs are $u(e_1^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1)$ in period 1 and $u(e_2^h(0, \beta_2^h); h, 0, \beta_2^h)$ in period 2. Now, the constructed menu of contracts satisfies IICM if

$$\begin{aligned} & u(e_1^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1) + u(e_2^h(0, \beta_2^h); h, 0, \beta_2^h) \\ \geq & u(e_1^\ell(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell) + u(e_2^h(0, \beta_2^\ell); h, 0, \beta_2^\ell). \end{aligned} \quad (9)$$

It is easy to see that

$$u(e_1^h(0, \beta_2^\ell + \varepsilon_1); h, 0, \beta_2^\ell + \varepsilon_1) \rightarrow u(e_2^h(0, \beta_2^\ell); h, 0, \beta_2^\ell) \text{ as } \varepsilon_1 \rightarrow 0,$$

and

$$u(e_1^h(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell) \rightarrow u(e_2^h(0, \beta_2^h); h, 0, \beta_2^h) \text{ as } \varepsilon_2 \rightarrow 0.$$

However, since misrepresentation is costly, it then follows that

$$\lim_{\varepsilon_2 \rightarrow 0} u(e_1^\ell(1 - \varepsilon_2, \beta_1^\ell); h, 1 - \varepsilon_2, \beta_1^\ell) < u(e_2^h(0, \beta_2^h); h, 0, \beta_2^h).$$

By continuity of Eq.(8) in ε_1 and ε_2 , there exists an ε_1^* and $\varepsilon_2^* > 0$ such that for all $\varepsilon_1 < \varepsilon_1^*$ and $\varepsilon_2 < \varepsilon_2^*$, the inequality as in Eq.(8) becomes strict. This implies that the set of menus $\{\mathcal{M}(\varepsilon_1, \varepsilon_2) \mid \varepsilon_1 \in [0, \varepsilon_1^*] \text{ and } \varepsilon_2 \in [0, \varepsilon_2^*]\}$ satisfy IICM.

References

- [1] Banerjee, A. and E. Duflo (2007). The Economic Lives of the Poor. *Journal of Economic Perspectives*, 21(1), pp 141 - 167.
- [2] Bandiera, O, (2007). Contract duration and investment incentives: Evidence from land tenancy agreements in 19th century Italy. *Journal of European Economic Association*, 5, 953-986.
- [3] Bardhan, P., (1984). *Land, Labor and Rural Poverty*. New York: Columbia University Press.
- [4] Basu, K., (1997). *Analytical Development Economics: The Less Developed Economy Revisited*. Cambridge, England: MIT Press.
- [5] Basu, K., C. Bell and P. Bose, (2000). Interlinkage, limited liability and strategic interaction. *Journal of Economic Behavior and Organization*, 42, 445-462.
- [6] Bernheim, B.D., D. Ray and S. Yeltekin, (2011). Poverty and self-control. Working paper.
- [7] Bolton, P. and M. Dewatripont, (2005). *Contract Theory*. MIT Press.
- [8] Duflo E., M. Kremer, J. Robinson. Why Don't Farmers use Fertilizer: Evidence from Field Experiments. 2006 Unpublished paper, MIT.
- [9] Dutta, B., D. Ray, and K. Sengupta, (1989). *Contracts with eviction in infinitely repeated principal-agent relationships*. In Bardhan P. (ed.) *The economic theory of agrarian institutions*. Clarendon Press, Oxford.

- [10] Hallagan, W., (1978). Self-selection by contractual choice and the theory of sharecropping. *Bell Journal of Economics*, 9, 344-54.
- [11] Holmstrom, B., (1983). Equilibrium Long-Term Labor Contracts. *Quarterly Journal of Economics*, 98, 23-54.
- [12] Holmstrom, B., and P. Milgrom, (1987). Aggregation and Linearity in the Provision of Intertemporal Incentives. *Econometrica*, 55, 303-328.
- [13] Lafontaine, F., (1992). Agency theory and franchising: some empirical results. *RAND Journal of Economics*, 23, 263-283.
- [14] Mas-Collel, A., M. Whinston and J. Green. (1995). *Microeconomic theory*. Oxford University Press, Oxford.
- [15] Muthoo, A., (1998). Renegotiation-proof tenurial contracts as screening mechanisms, *Journal of Development Economics*, 56, 1-26.
- [16] Newbery, D.M.G. (1977). Risk-sharing, Sharecropping, and Uncertain Labour Markets. *Review of Economic Studies*, 44, 585-94.
- [17] Phelan, C., and R. Townsend. (1991). Computing Multiperiod Information-Constrained Optima. *Review of Economic Studies*, 58, 853-881.
- [18] Radner, R., (1985). Repeated Principal-Agent Games with Discounting. *Econometrica*, 53, 1173-1198.
- [19] Ray, D., (1998). *Development Economics*, Princeton University Press, Princeton, New Jersey.
- [20] Roy, J. and K. Serfes (2001). Intertemporal discounting and tenurial contracts, *Journal of Development Economics*, 64, 417-436.
- [21] Rubinstein, A., and M. Yaari. (1983). Repeated Insurance Contracts and Moral Hazard. *Journal of Economic Theory*, 30, 74-79.
- [22] Rutherford, S., (2000). *The Poor and Their Money*, New Dehli: Oxford University Press.
- [23] Sen, D., (2011). A theory of sharecropping: the role of price behavior and imperfect competition. *Journal of Economic Behavior and Organization*, forthcoming.
- [24] Singh, N., (1989). *Theories of sharecropping*. In: Bardhan P., (ed.), *The economic theory of agrarian institutions*. Oxford University Press, Oxford.
- [25] Spear, S., and S. Srivastava. (1987). On Repeated Moral Hazard with Discounting. *Review of Economic Studies*, LIV, 599-617.

- [26] Spears, D., (2010). Economic decision-making in poverty depletes cognitive control. Working paper.