



**ВЛИЯНИЕТО НА НЕФОРМАЛНИТЕ ИНСТИТУЦИИ ЗА УСТОЙЧИВОТО ПОЛЗВАНЕ НА РАЗПОКЪСАНАТА
ЗЕМЕДЕЛСКА ЗЕМЯ В БЪЛГАРИЯ**
**THE ROLE OF INFORMAL INSTITUTIONS FOR THE SUSTAINABLE USE OF FRAGMENTED FARMLAND IN
BULGARIA**

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Резюме

Поземлената реформа в България имаше две основни задачи: да реституира земята и да приватизира материалните активи от колективните стопанства. Реституцията на земеделските земи обаче доведе до разпокъсаност на земята в собствеността и в ползването. Целта на изследването е да се покаже ролята на институциите за устойчиво ползване на разпокъсаната земя в България. За да разгледаме процесите, довели до сегашното състояние, ще използваме неоинституционалната икономика и ще приложим метода на изучаването на конкретния случай. Основният аргумент в статията е, че фрагментираната поземлена собственост генерира високи разходи при използване на земята. Затова преобладават неформалните контрактни форми между собствениците и ползвателите на земята. Нивото на социалния капитал е различно при различните групи агенти: собственици, ползватели на земя и местна администрация. Резултатите от изследването водят до извода, че неформалното договаряне на местно ниво намалява разходите за сключване на договори дори и при ниско ниво на доверие между различните преговарящи страни и намалява проблемите, свързани с фрагментацията на земя.

Abstract

Bulgaria implemented a land policy which aimed to give back user-rights to individual owners and to privatize the physical assets of the collective farms. The restitution of ownership rights has led to land fragmentation in ownership and use. The aim of this paper is to demonstrate the role of the institutions in achieving sustainable use of the fragmented land in Bulgaria. New institutional economics was employed in order to elucidate the processes leading to land fragmentation and the case study approach was applied. The main argument in the article is that fragmented ownership generates high costs of searching for the owners as well as high costs of contracting. Therefore, the informal institutions dominate among landowners and land users. The level of the social capital is different in the different actor groups: landowners, land users and local authorities. The findings led us to the conclusion that local informal contracts reduce the costs of contracting even when low-trust/commutation environment occurs among the different groups of actors. At the same time the informal contracts among different groups of actors ease the problems related to land fragmentation, which in its turn leads to more sustainable land use.

Ключови думи: договори, земеделска земя, разпокъсаност на земята, неформални институции.

Key words: contracts, farmland, land fragmentation, informal institutions.

INTRODUCTION

Bulgaria as one of the transition countries in the Central and Eastern Europe has conducted agricultural policy which aimed to give back land rights to individual owners and to privatise the physical assets from collective farms. Since formal ownership titles had remained unchanged over four decades in the country, the land was distributed to former owners or their heirs. The restitution of ownership rights has led to land fragmentation in

ownership. The farmland was shared by several co-owners. The land fragmentation is not a new phenomenon in Bulgarian agriculture. There was always a strong tradition of small scale family farming in Bulgaria and farmers usually had several non-contiguous plots. Therefore, land fragmentation in the country can be among one of the factors that constrain sustainable land use, farm efficiency and sustainable agricultural development. Surely, it also makes land transactions more complicate and more

expensive in land market. Moreover, land fragmentation may hinder the development of the farms, and creates high uncertainty of farmers' production and their future investments.

Land fragmentation is a great problem in societies where population growth is high, small-scale farming and inheritance patterns are dominant, and land reforms take place. It mostly occurs in the countries of South Asia, Sub-Saharan Africa and Europe. For instance, land fragmentation in South Asia is a result of land reforms, inheritance and high population. Existence land fragmentation in South Asia has sped up land degradation and constrains agricultural development (Niroula and Thapa 2005). Moreover, land fragmentation of small landholdings and tiny land parcels harms land conservation and economic gains, thereby discouraging farmers from adopting new agricultural innovations. In early study for China, Nguyen et al. (1996) also add that land fragmentation affects farm productivity and suggest that policymakers should focus on reducing the causes for existence of land fragmentation as well as on establishing land markets and improving rural credit market. In Wan and Cheng's study (2001), the authors empirically analyze the effects of land fragmentation linked to returns of scale. They propose that a rental land market and exchange of plots are better alternatives for solving land fragmentation. According to these authors, the Chinese government only needs to offer a reasonable compensation scheme for farmers who lose their cultivation rights and exchange good plots for worse plots.

Land fragmentation is also a common phenomenon in Sub-Saharan Africa, where the farmland on which households operate is usually composed of more than one parcel of land. Blarel et al. (1992) discuss the incidence and causes of fragmentation in Ghana and Rwanda and also relation between fragmentation and land productivity. Their conclusion is that consolidation programs are unlikely to lead to significant increases in land productivity and may actually make farmers worse off. They suggest that policymakers must concentrate on factor and food markets, rather than on altering the root causes of land fragmentation.

In Western Europe, increased population density, road density, building of new railroads, different inheritance patterns, and intensity of land use have also led to land fragmentation too. An early study about land fragmentation shows that, in Western Europe in 1949, the average number of noncontiguous plots per farm was 2.5 in Denmark and Sweden; from 11 to 20 in West Germany, Italy and Switzerland; and many more in Portugal and Greece. Single farms had been found in France and Spain with over 275 and 256 noncontiguous plots, respectively (Meer, 1975).

Land fragmentation becomes also a phenomenon after land reforms in 1990s in Central and Eastern Europe. In most of the CEEC, farmland was restored to the former

owners, who received property rights to land, even if it was not necessarily that they got. For instance, in some transition countries, land was mostly distributed to the former, precollectivization owners and, partially, to labourers (Bulgaria, Hungary and Romania), in others land was distributed to people equally (Albania), or restored to citizens living permanently in the countries (Czech Republic and Slovakia). The land fragmentation in CEEC had affected land productivity and land market development, and it is considered one of the reasons for land abandonment (Kopeva et al., 2002; Rembold, 2003; Dirimanova, 2006).

The land restitution process in Bulgaria was based on historical boundaries and led to an ownership structure that is now very fragmented. Five million hectares of land in the country were restored on the basis of highly fragmented land, already a result of the land reform of 1946. Land reform was initiated at the beginning of 1991, when the Law for Ownership and Use of Agricultural Land (LOUAL) was approved by the Parliament. The objective of the LOUAL was to return land to those who owned it prior to collectivization. Land in Bulgaria was never nationalized. Therefore, land reform in 1991 was an act of restitution from a legal point of view and returned property to those, who were defined as 'legitimate' owners. Moreover, the LOUAL imposed restrictions on the size of plots below which land could not be fragmented: for arable land, 0.3 hectares; for meadows, 0.2 hectares; and for orchards, 0.1 hectares. These sizes correspond mainly to small-scale farming. The result of the land reform was land fragmentation in ownership and use. Land fragmentation in ownership refers to the number of landowners who own a particular plot of land. Land fragmentation in ownership results from a combination of factors, such as (1) the way land was restored, (2) the inheritance system, and (3) fragmented ownership prior to 1946. For instance, the average size of plots has varied between 0.35 hectares before collectivization to around 0.52 hectares after de-collectivization. Land fragmentation in use refers to the number of plots used by an agricultural enterprise. Land reform privatized old collective farms and created opportunities for establishing new types of cooperatives, large commercial farms and many subsistence farms. For instance, individuals and organizations own 99 percent of the total farmland but cultivate only 7.5 percent of it, with an average plot size of 0.52 hectares, whereas 66.7 percents of land is cultivated by large-scale farmers and cooperatives. The state and municipalities own only 17 percent of total farmland and mostly rent it out. Also, land fragmentation in Bulgaria can be a barrier for sustainable development of agriculture, farm efficiency and land use. It also makes land transactions more complicate and more expensive in land market. Moreover, it hinders the development of the farms, and creates high uncertainty of farmers' production and their future investments.



The aim of the article is to explain the role of the informal institution for overcoming land fragmentation and making land use more sustainable. In order to investigate the processes affected by land fragmentation, new institutional approach is employed. The paper reviews the relevance of two theories – (1) the theory of agricultural contracting and (2) social capital, and puts forward assumptions which are empirically tested in two villages in Bulgaria. By analyzing different contract arrangements among actors: landowners and land users by employing case study approach.

THEORIES AND METHODS

For exploring land fragmentation as a problem in Bulgarian agriculture while investigating and evaluating the economic effects of land fragmentation on land use, the author has based the analysis on New Institutional Economics (NIE) and Institutional Analysis of Natural Resources. NIE stresses on the importance of institutions and transaction costs. The institutions, formal and informal, determine 'rules of the game' in society (North 1990) and they constrain/help actors to structure their actions. Transaction costs arise because of the friction involved in the carrying out economic activities by actors in a certain environment. In the present study, author focuses on informal contractual relations for making land use sustainable and based on the theory from the area of NIE - theory of agricultural contracting and social capital. Each theory provides propositions which have been empirically studied in the Bulgarian context.

Contract. The contract for farmland usually concerns costs. Costs of land exchange include (1) transaction costs, influenced by properties of transaction; (2) opportunity costs affected by characteristic of land; and (3) land price connected to the choice and opportunity to obtain access to credit, financing and investments (Hurrelmann, 2005). Costs of exchange, also, influence farmers' and landowners' contract decision in rental and sale land markets even though they share these costs. The situation is a little different, when land fragmentation in ownership exists because fragmented ownership increase costs of exchange. These costs can be minimized only when there are clear internal rules, information and exchange mechanisms among contract parties (Hayami and Otsuka, 1993). However, some of the rules cannot be specified, for instance with what to cultivate on the land and how because it is too costly for contractual parties. Therefore, contracts as well as rights are always incomplete because not all of the dimensions of the contractual relation subject to control problems can be covered by a contract. The choice between different markets (sale and rental) and types of tenancy contracts (share contract, fixed-contract and fixed-wage contract) is also affected by land fragmentation. Land fragmentation in ownership constrains land market

participants to exchange land and they are forced to participate only in tenancy market. However, land fragmentation also hinders the choice between different tenancy contracts such as annual and multiyear; and informal and formal (Allen and Lueck, 2003).

Social capital. Land exchange among landowners and farmers are also based on the economic and social relations. The economic relation refers to exchange of a resource for a specific economic rent while social relation relates to socioeconomic status and level of social capital. The social relations also help actors to solve problems in a certain environment and minimize costs of exchange. The role of social capital (informal ties, trust and reputation) is an important component for land exchange. When the social capital is high the costs of exchange can be reduced and land fragmentation can be an insignificant factor for local farmers. According to Hooghe and Stolle (2003), the benefit of high social capital usually generalizes trust which facilitates social life and fosters acts of tolerance and acceptance of otherness. Moreover, social capital assists collective actions (Ostrom 1994) and makes informal contracts stronger and significant for locals (Putnam, 2000).

The data presented in this paper were collected in three Bulgarian regions during 2005-2007. These villages were selected after using landownership data. By employing cluster analysis, first two regions with high and low levels of land fragmentation were selected by using average plot size as a criterion, then villages were selected in respective regions by three criteria: average plot size, number of plots per owner and land per owner. Furthermore, the selected villages were consulting with regional and municipal offices "Agriculture" in Bulgaria. Finally, 80 interviews with landowners and farmers were conducted in total. To understand how informal institutions affect contractual arrangement and land use, the author uses comparative design, which is most efficient and corresponding with the research problem. This approach is a comparison of two contrasting cases and gives possibility to understand the social problem of different prospective views. The interviews were conducted with local landowners, absentee landowners, farmers and local authorities. By using open-ended questions, the qualitative data was collected in *village L* (village with low level of land fragmentation) in Dobrich region and *village H* (village with high level of land fragmentation) in Plovdiv region. The questionnaire concerns contractual choices made by actors between different types and practices of informal agricultural arrangements, and level of social capital defined by the components trust and reputation.

RESULTS AND DISCUSSION

Analytical part of the paper provides several components. First, it presents descriptive background of the study villages; and second, it shows different types of

contractual arrangements among landowners and farmers within and village; and third, demonstrates land transactions (local networks) among actors.

Descriptive background of the study villages.

The study villages are selected from two regions with low and high levels of land fragmentation (table 1). The *village L* is located in Dobrich region, Northeast Bulgaria. The agricultural land occupies about 2,923.24 hectares. The average plot size per owner is 2.44 hectares (NSI 2003). Agriculture is the main source of income for the population in the village. The village is well known for its massive grain production. The soil is fertile but not irrigated. Farmland is divided into large tracts called *massifs*. Forest belts are the natural boundaries of these *massifs*, while a permanent route network subdivide them into smaller areas. The largest size for these *massifs* is around 150-180 hectares, while

the smallest size is about 30-60 hectares. Also, there is a system of forest belts to protect cultivated crops and to separate land tracts. The main crops grown in the village are wheat, barley, maize and sunflower. Land reform in the region began in 1991 and finished in 1994. The transformation process started with land restitution. Landowners claimed their property using different documents: Romanian land registers³; registers for entering cooperatives, tax books and notary deeds. The land restitution process in village was completed more quickly in comparison to the other villages of Bulgaria. The critical point to note here is that, during restitution, some landowners took advantages of the frequent changes in the LOUAL and uncertain situation in the country and claimed more land than they really had. The farm structure in village includes large commercial farms and the individual

Таблица 1. Характеристика на проучените села
Table 1. Characteristics of the study villages

Issues	Dobrich region	Plovdiv region
	<i>Village L</i>	<i>Village H</i>
1. Accepted documents for proving landownership rights	Deep acts, register for enter production organizations, Romanian land register and interviews with old people in the village. Land reform has completed in 2000	Deep acts, register for enter production organizations and conducted interviews with old people in the village. Land reform has completed in 1994
2. Land restitution	new real boundaries	new/old real boundaries
3. Average plot size, ha	2.44	0.80
4. Number of plots	1-1.5	3-6
5. Average land per owner, ha	3.73	2.20
6. Abandonment land	no	10-15% of the land
7. Crop production	cereals	cereals/vegetables/perenical crops
8. Farm structure (main land users)	<i>Large leaseholders</i> cultivate 90% of the land <i>Small producers</i> cultivate 5% of the land	<i>Large leaseholder</i> cultivates 73% of the land. The tenant is local landowner. <i>Cooperative</i> cultivates 18% of the land. <i>Small local and outside producers</i> cultivate 9% of the land
9. Rent	Pay in kind and/or cash in advance one part and the rest after harvest, 30-35% of the yield, all producer pay almost the same rent	Pay in kind regular, 10% of the yield from large leaseholder and 5% of the yield from the cooperative
10. Type of contracts and term	<i>Formal contracts</i> all leaseholders for 5 years period. <i>Informal contracts</i> have small and family producers for 1-2 years	<i>Formal contracts</i> among leaseholder and cooperative for 9 years; cooperative and outside producers for a year. <i>Informal contracts</i> among leaseholder and collective landowners for a year

Source: own data from conducted interviews

Източник: собствени данни от проведените интервюта



producers. The individual producers cultivate only the land close to the village and their backyards, around 5% of the backyards while large leaseholders cultivated the rest of the land. The average size of an individual farm is around 4 hectares, while the size of a large commercial farm is 423 hectares.

The *village H* is located Plovdiv Region, South Central Bulgaria. Total farmland there is about 1,493.70 hectares. The soil is fertile and irrigated. The main crops grown in the region are cereals, vegetable and perennial crops. The land restitution process started in 1991 and was completed in 2000. The main documents used for land restitution were deed acts, tax books, and registers for entering the cooperatives in 1956. The main problem during restitution was that many of the documents had landowner names and land size but no information about the precise location of the parcels. In such cases, witnesses provided information about the location of the claimed property. These witnesses were older people from the village, interviewed by the land commissions. The farm structure in the village includes one large producer, cooperative, outside producers and many small local and outside producers. The cultivated land from large leaseholder is over 73% while the land from cooperative is 18%. The rest of the land is cultivated by small local and outside producers.

Contractual arrangements within Village L. In *Village L*, there are five largescale leaseholders. They have large grain stores and machinery pools. The age of the population is 68, and this is obvious reason why much of the land is rented out to large commercial leaseholders in *village L*. The leaseholders in the village are competing among themselves for farmland. 40% of farmland in the study village is formally contracted. The contract duration is for long-term periods at least four years. The share rate is 35 percent of output for landowners. When the contract

period is complete, the leaseholders offer a new 'standard' contract to landowners. The new contract has the same text contained in the previous contract but with small difference - longer contractual duration. The time duration for the new contract is between 5 and 10 years. The conditions of the offered type of contracts and contract duration are almost the same. The differences in the contracts among leaseholders are mainly related to procedures for terminating the contract, obtaining rent, and re-renting the land to another leaseholder. Share contracts are officially formalized and registered in municipal agricultural offices only when leaseholders need to apply for state subsidies or bank credits; otherwise the contracts are informally organized. In the village, the evidence shows that landowners are willing to rent out the land to a certain leaseholder if he/she has a good relationship and high reputation with locals. The leaseholders, usually, does not compete through the amount of rent but through some other factors, such as reputation, social or economic benefits which they provide to the members in the village. Frequently, local landowners cultivate plots for their own production. Mostly, the plots for 'personal use'⁴ are allocated around the villages or in their back yards. The size of these plots is between 0.2 - 0.5 hectares. Landowners cultivate on their plots corn, pumpkin, watermelon and beans. When they cannot cultivate their own plots, they rent out them to relatives or friends. They usually have informal contracts or 'kinship' contracts with their relatives/friends for one-year period. The old age of the populations in the village makes tenancy contracts significant for local landowners. The share contract is common in the region. The fixed-rent contract exists only for state and municipality lands. Subsistence farming for 'personal use' is only common on small holdings, which comprise only a minor part of the farmland. In the village, there is no abandoned land.

Таблица 2. Договорни отношения с различни групи собственици
Table 2. Contractual agreements with different groups of landowners

Villages with different levels of land fragmentation	<i>Village L</i>	<i>Village H</i>
Local landowners	SC	FR, SO
Absentee landowners	SC	FR
State and municipal lands	FR	FR
Share rate owner/tenant	35:65	20:80
No. of leaseholders	5	2
Duration of the formal contracts, years	5-10	4-9
Duration of the informal contracts, years	1	1
Land under informal contracts, %	38	65
Population	452	456
Average age of population, years	68	65
Abandonment of land	no	15%

Source: own data from conducted interviews

Източник: собствени данни от проведените интервюта

Contractual arrangements within Village H. In *village L*, land transactions are between landowners and local and outside individual producers, or large leaseholder or cooperative. The main crops grown in the village are high-value crops: vegetables, orchards and vineyards. The land in *village H* is formally contracted with large leaseholder for a long period – nine years – while the rest of land is informally contracted with cooperative and outside producers for a shorter period – one year. When the contract period expires, the landowners re-sign the contract. The new contract is signed by contractual parties with the same contract conditions. The land is rented in the village under fixed-rent contract. The large leaseholder, who is only one in the village, rent in land and acts as a monopsonist, while the cooperative rent in and then rent out land. The cooperative acts as a mediator. The reasons that drive the cooperative to act as a mediator are: lack of machinery, labor and finances. Both, the leaseholder and the cooperative, offer fixed-rent contracts to landowners. The cooperative rents out farmland to outside producers under fixed-rent contracts, e.g. to Turkish tobacco producers. The landowners in the village refer to their contracts with tenants receive only 20 percents of the average yield. Also, fixed-rent contract is preferred for Municipal land in the study village. The share contract only occurs between neighbors and relatives, and is often informal. Their contracts are based on the 'kinship' contract, which is a type of sole-ownership agreement. They mostly exchange their dispersed plots (1) to reduce time and transport costs or (2) to increase their own farming land. They also share their labor and machinery costs. The size of these plots is around 0.2 hectares, cultivating mostly vegetables. The problem of monitoring land and output is a significant for the village with higher level of land fragmentation. Land fragmentation and large variety of crops (vegetable, orchards, and grain production) are the main reasons that create difficulties in monitoring the land and output. In addition, different quality land also influences crop productivity and final output. Therefore, fixed-rent and informal contracts become more likely than share contracts among landowners and land users when degree of land fragmentation increases.

Comparison contractual arrangements between villages. Contractual choice is complicated when cost component land fragmentation exists. In the study villages, the amount of leaseholders increases when the farmland becomes less fragmented (table 2). The contract type changes, from share to fixed-rent or sole-ownership, with increased land fragmentation. The share rate also decreases for landowners when fragmentation increases. The state and municipal lands is always contracted under fixed-rent contracts. Long-term contracts are more common for *village L* rather than for *village H*. Informal contract dominate in both villages. For instance, the land under

informal contact in *village L* is 38 percent while the land under informal contracts in *village H* is over 60 percents. Share contracts also often exist between individual landowners, who are mostly relatives, friends, or neighbors. They share production costs, both input and output, equally among themselves. However, such arrangements rarely occur in the study *village L* and often in *village H*. The reason is that low-value crops (maize, crop, wheat, sunflowers) are cultivated in *village L*, and for this kind of production landowners need heavy machines (combines and tractors). Lack of machinery and high age of local landowners (over 65 years) constrains individuals from organizing their own farming and they need to rent out their land. In the *village H* with high level of land fragmentation, the land is more abandoned than the land in *village L* (around 15%).

CONCLUSIONS

Contracts in Bulgaria can be summarized into two groups: (1) under sole ownership for subsistence farming and (2) under share or fixed-rent contracts for large-scale farming. The first group is called 'kinship' contracts, and they are based on a high level of trust and cooperation between co-owners. In such cases, the contractual parties almost equally share the costs and benefits from farming. The second group comprises the 'standard' contracts. Leaseholders offer formal 'standard' share contracts to the owners. The share rate is strongly dependent on the level of land fragmentation of the contracted land. Higher land fragmentation leads to a lower share rate for owners. Therefore, the question regarding land fragmentation and its effect on contractual choice cannot be answered simply. Land fragmentation obviously affects contractual choice among economic actors, makes arrangements among them more informal and constrains efficient land use. A weakness of theory of agricultural contracting is its inability to suggest a common contractual form for combination of costs.

The main argument in the paper was that fragmented ownership generates high costs of searching for owners as well as high costs of contracting. Therefore, the informal contracts dominate among landowners and land users. The level of social capital is different between different actor groups: landowners, land users and local authority. In the study three contracts were defined: first, among local/absentee landowners and local farmers, second, among local landowners and outside framers through using local authority in the villages, and third among all land users. The findings show that local landowners and local farmers, the first contractual group, are contracting based on their informal networks and high level of trust. The absentee landowners contract with the same farmers as their local relatives, who live in the village. The local landowners play a mediator role between farmers and their absentee relatives. This reduces costs of contracting. The contractual arrangements are mostly long-run and informal.



The level of social capital for the second contractual group is, however, low and there is a weak communication between landowners and outside farmers. Therefore, they cannot get easy access to the farmland. The only way for them to contract with local owners is through using local authorities. The findings show that mayors play a significant role for lobbying and gaining new landowners for outside farmers, and also reducing costs of bargaining. The contract arrangements among landowners and outside farmers are for a short-run and formal. The level of social capital and trusts is furthermore low among all land users in the rural areas. However, unfavorable conditions as land fragmentation and lack of machinery facilities inducing them to cooperate for reducing the costs of production and farmland use. The findings show that informal networks among them partially help for organizing efficient land use. They apply informal resolution mechanisms for solving land fragmentation problem. Frequently these informal resolution practices have to be organized formally in short-run. The mayor has a role of an arbiter among land users, locals and outsiders, during contracting.

The results of study lead to several conclusions (1) informal practices among different groups of actors are crucial for sustainable land use; (2) land use is often with short type, informal contact arrangements in region with higher level of fragmentation than in region with lower level of fragmentation; (3) high social capital is important for prolongation of informal contractual arrangements among land users and owners; (4) more frequent informal land transactions often are more stable than formal long term transactions and (5) low trust and low communication environment often lead to formal arrangements among actors.

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