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## Gaining Rights of Access to Land in West-Central Côte d'Ivoire

Mariatou Koné

Land Tenure and Resource Access in West Africa



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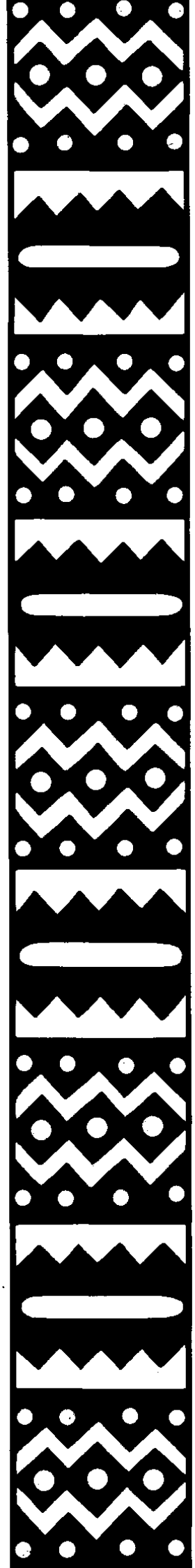
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# GAINING RIGHTS OF ACCESS TO LAND IN WEST-CENTRAL CÔTE D'IVOIRE

By Mariatou Koné  
March 2002

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## ACRONYMS

<b>ANADER</b>	Agence nationale d'appui au développement rurale (National Rural Development Agency)
<b>BADR</b>	Bureau des affaires domaniales et rurales (Office for the National Domain and Rural Affairs)
<b>CFA</b>	Communauté financière africaine (African Financial Community)
<b>CREP</b>	Caisse rurale d'épargne et de prêts (Rural Credit and Savings Bank)
<b>CSSPPA</b>	Caisse de stabilisation et de soutien des prix des productions agricoles (Bureau for stabilising and supporting the price of farm produce)
<b>DGA</b>	Direction générale de l' agriculture (Central Office for Agriculture)
<b>DGEF</b>	Direction générale des eaux et forêts (Central Office for Forestry)
<b>DGRA</b>	Direction générale des ressources animales (Central Office for Livestock Resources)
<b>FPI</b>	Front populaire ivoirien (Côte d'Ivoire Popular Front )
<b>GVC</b>	Groupeement à vocation cooperative (Co-operative group )
<b>MINAGRA</b>	Ministère de l'agriculture et des ressources animales (Ministry of Agriculture and Livestock Resources)
<b>PDCI</b>	Parti démocratique de Côte d'Ivoire (Ivorian Democratic Party)
<b>PFR</b>	Plan foncier rural (Rural land tenure plan)
<b>PIT</b>	Parti ivoirien des travailleurs (Ivorian Labour Party)
<b>PNGTER</b>	Programme national de gestion de terroirs et d'équipement rural (National Programme for Land Management and Rural Infrastructure)
<b>RDR</b>	Rassemblement des républicains (Republican Party)
<b>SADR</b>	Service des affaires domaniales et rurales (Department of Land and Rural Affairs)
<b>SATMACI</b>	Société d'assistance technique pour la modernisation de l'agriculture en Côte d'Ivoire (Society providing technical assistance for modernising agriculture in Côte d'Ivoire)
<b>SDR</b>	Société de développement rural (Rural Development Agency)
<b>SODEFOR</b>	Société de développement des plantations forestières (Society for the development of forest plantations)
<b>SPROA</b>	Société des plantations réunies de l'Ouest africain (Union of West African Plantations)

# INTRODUCTION

We conducted this study against a background of increasing tension over land tenure in Côte d'Ivoire, as press reports on conflicts in Tabou, Grand-Béréby, Fengolo, Adiaké, Bonoua, Zouan-Hounien and Bloléquin fanned concerns about the status of incomers and their land tenure rights into a national issue.

In the past few years the balance of power between indigenous, non-native Ivorian and migrant non-Ivorian populations has changed fundamentally. This is due to a number of factors, notably:

- Land tenure reforms leading to the development in 1989 of a rural land tenure plan (the PFR) aimed at identifying and recording all existing customary or legally registered rights, and the elaboration of a new law regarding land tenure that was passed by the national assembly in December 1998.
- Major political events, such as the military coup on 24th December 1999, a popular uprising on 24th and 25th October 2000 following elections to replace the transitional military government, and legislative and municipal elections that fuelled intense political debate across the country.

This report is divided into five sections. Part 1 outlines the context of land tenure in Côte d'Ivoire, and sets out the study objectives and methodology. Part 2 describes the background to land tenure arrangements, presenting a general picture of the study zones and their natural, human and economic characteristics. Part 3 lists the land tenure practices and transactions observed in the study sites. It describes the different types of derived tenure rights and institutional arrangements, with a particular focus on the contractual systems and strategies used by stakeholders to gain secure access to land, and the dynamics of these arrangements. This section also covers various forms of labour contract, which are not directly concerned with procedures for assigning rights, but which specify the context and range of choices available to different people. Finally, Part 4 analyses the types of dispute, modes of arbitration and strategies for securing tenure and formalising land tenure rights employed by rural stakeholders.

## Land Tenure in Côte d'Ivoire

A brief survey of the land tenure arrangements and practices used in Côte d'Ivoire reveals the longstanding gulf between customary systems and official legislation from colonial times onwards. The State seems unable to create a system of land law which corresponds with people's needs, and has instead presided over a muddled regime that provides little security for rural land users.

The 20th century opened with a decree stating that unused or unproductive lands belonged to the colonial State, which maintained strict control over the national domain for the next six decades. In 1962 it seemed that the situation was starting to change, as traditional chiefs succeeded in blocking the promulgation of a law asserting that all land belonged to the State, which would also be responsible for its productive use. However, the government tightened its grip again in 1964, with a law forbidding the sale of land and preventing indigenous landowners from earning an income by renting plots to migrants. In practice, this did little to deter those controlling land from making their own arrangements, partly to prevent it from being seized by the State, and partly to stop neighbouring lineage groups or villages from encroaching upon their territory. Malinké and Sénoufo incomers from the north and the Baoulé from central Côte d'Ivoire were thus settled along the outer edge of village territories to mark their boundaries. Equally, people from what was then Upper Volta (now Burkina Faso) were also given land, often in return for working on the landowner's fields through various kinds of sharecropping arrangements.

Local systems for providing access to land are regulated by social networks rather than legal procedures: however, these networks determine, but do not always clearly define, the rules whereby contracts may be negotiated, contested and renegotiated. They are therefore illegal in terms of current legislation, although there is some official recognition that government regulations are "inadequate and inappropriate to the socio-political conditions of rural people".<sup>1</sup>

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<sup>1</sup> Mr Amadou Thiam, former minister for planning and development and former director of BNETD (project manager for the PFR), in a short speech during 'Agriculture Day' in Abidjan on 29 November 1997.



In 1971, a decree determining procedures for the management of the nation's land advocated limited recognition of customary rights, provided there was a title to the concession or authorisation to occupy the ground.<sup>2</sup> This mixture of customary norms and legal regulations provided little security of tenure in practice, and the growing number of conflicts over land persuaded officials that legal reforms were needed to improve the situation. The Rural Land Tenure Plan (PFR)<sup>3</sup> marked the start of initiatives in the 1980s to develop a new land tenure code that sought to clarify existing rights and take account of customary practices.<sup>4</sup>

Working on the basis that it is possible to identify and record customary rights and incorporate them into modern law, the PFR was designed to provide a framework for developing and implementing policies for land tenure reform. It initially covered five pilot areas in different parts of the country: Béoumi, Korhogo, Daloa, Soubré and Abengourou, and was then extended into a dozen zones, including Bangolo, Daoukro, Odienné and Bondoukou.

The objectives of the PFR were to help resolve conflict and make land tenure more secure by drawing up a list of existing rights and incorporating them into legislation. In the 1990s, the National Land Management and Rural Infrastructure Programme (PNGTER) was created to support initiatives to improve security of tenure in rural communities, building on the decentralisation policy of the previous decade. It has three components: the PFR, which aimed to register existing land rights; ANADER,<sup>5</sup> which is responsible for the management of village farmlands; and problem analysis in village territories to help local people with micro development projects.

Detailed proposals for legislation were passed in 1998 and 1999,<sup>6</sup> but while the new land tenure law recognises customary rights, it excludes non-Ivorians from ownership. The stipulation that "*only the State, public bodies and Ivorians are permitted to own part of the national domain*" ignores the fact that non-Ivorians participate in the social and farming activities of many villages, and are involved in many land transactions, particularly in former forest areas where plantation of cocoa and coffee have been established. They are major actors in the negotiation of secondary rights to land studied in this report, and make strategic use of informal rules to try and make this access more secure.

The law provides for the drawing up of a certificate of occupation and ownership that will be required for land to be registered either on an individual or a collective basis. This will create several major challenges, such as how landowners obtain these certificates and register their land, and how to take account of farming rights acquired by non-Ivorian migrants before the law was passed, as many immigrants now have Ivorian nationality.

The legislation of 1998 will have considerable impact. The fact that incomers will be able to move away from the patron-client relationship through which their access to land was assured and now rent land from the State will change their relationship with the indigenous population. Equally, if land is registered as belonging to the State, indigenous landowners will be reluctant to recognise the ownership rights of incomers. The ruling that all untitled land is state-owned is unpopular at both grassroots and political levels, and has prompted some members of the ruling socialist party (the FPI) to claim that it is "*ideologically dangerous... tantamount to saying that this is a communist country. You can't have a liberal system with communist laws... The rural land tenure code causes conflict and will have to be revised... and will be impossible to apply because it takes no account of local circumstances*".<sup>7</sup>

<sup>2</sup> In 1984 it became compulsory to register leases that could result in land being appropriated. Establishing and securing a formal title to land is a slow and expensive process.

<sup>3</sup> This has had to be severely curtailed due to lack of funding.

<sup>4</sup> ANADER, the National Rural Development Agency, was created in 1994 to replace certain rural development agencies, such as SATMACI and SODEPRA, etc.

<sup>5</sup> See Appendices for more details on the law and its enforcement orders.

<sup>6</sup> Law n° 98-750 of 18th December 1998 relating to rural land tenure; decree n° 99-593 of 13th October 1999, on the organisation of the attributions of committees for managing rural land tenure; decree n° 99-594 of 13th October 1999, specifying the modalities for the application of law 98-750 on customary tenure; decree n° 99-594 of 13th October 1999, setting out the procedure for consolidating the rights of temporary concessionaries on lands in the national rural domain. See appendices for seven further decrees: n° 147/MINAGRA, n° 002/MINAGRA, n° 85/MINAGRA, n° 111/MINAGRA, n° 112/MINAGRA, n° 139/MINAGRA, n° 140/MINAGRA.

<sup>7</sup> *Le Front*, 26 June 2001, n° 0075, p.90

Even though many indigenous landowners feel wronged by the law, there is also a risk that this legislation will further reinforce the divide between incomers and those who can be considered 'true Ivorians'. Furthermore, the requirement that all land must be held in traditional ownership before being registered takes no account of collective ownership and management of land and natural resources.

## Study Objectives

This study has examined the procedures used to provide access to land and natural resources, and aimed to:

1. Draw up a list of the different derived rights and institutional arrangements practised, in each site and their relation to the type of farming system, nature of the resources concerned and range of actors involved.
2. Identify and explain the evolution of these rights and institutional arrangements, and analyse factors of change.

## Methodology

### Choice of sites

There were several reasons for choosing the villages of Zahia and Bodiba, located in the departments of Daloa and Oumé respectively. Both are situated in former settlement areas in west-central Côte d'Ivoire, and have experience of severe pressure on land caused by large inflows of migrants. In Bodiba, which has not been covered by the PFR, we benefited from work done in the early 1970s by Jean-Pierre Chauveau and Jacques Richard, and were able to use their plot surveys to study changes in the status of land, rights of access and the position of incomers.

We had access to more recent data in Zahia, which has been covered by the PFR, and were able to use the 1996-1997 PFR land survey and results of its research into land tenure in Zahia over the last five years. However, the survey only covered a quarter of the village territory because of conflict over large areas of farmland appropriated by SATMACI,<sup>8</sup> which were purged of customary rights and made available to the project for cocoa plantations. Indigenous volunteers were recruited and settled on the plots, but when the project failed and SATMACI withdrew, those who had been forced to 'give' their land tried unsuccessfully to retrieve it from the new occupants. The PFR survey re-ignited tensions over the contested plots, and the zone was therefore classified as disputed. The area bordering the village of Loboguiguia was also contested, and therefore not covered by the survey. Zahia was established in its current territory by the neighbouring village of Gbékoukoghé, and thus lies within Gbékoukoghé village territory. The Zogboguhé lineage group from Zahia was allocated land near the neighbouring village of Loboguiguia, and locals claim that the village chief in Loboguiguia encroached on their territory and sold a large portion of the forest belonging to the Zogboguhé lineage group, although he firmly maintains that the land belongs to his village. Successive interventions by the local administration have failed to resolve this particular conflict.

### Research methods

We combined two types of survey in this research: a detailed qualitative survey based on interviews and observations, and a quantitative survey based on a questionnaire.<sup>9</sup> In order to get a historical perspective of the dynamics of derived rights and identify the local terms for these arrangements, 60 interviews in local languages were held in Bodiba, and 58 in Zahia. The quantitative survey covered a random sample of 100 people from each village, including women and young adults, Ivorian and non-Ivorian incomers and various indigenous people, including village and lineage chiefs, heads of family and land chiefs. We interviewed 31 indigenous people and 61 incomers in Bodiba, and 32 indigenous people and 68 incomers in Zahia. The large number of incomers in the sample is explained by the fact that they outnumber indigenous villagers in both study sites.

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<sup>8</sup> SATMACI was a State-sponsored body set up in 1958 to provide technical assistance for modernising agriculture in Côte d'Ivoire by training farmers to grow coffee and cocoa.

<sup>9</sup> See Appendices for interview guide and questionnaire.

## FACTORS DETERMINING LAND TENURE ARRANGEMENTS

The two study sites are located in the forested region of west-central Côte d'Ivoire, where rainfall averages around 1400mm per year and the main activity of the plantation economy used to be extensive, mobile farming. Both villages attracted large numbers of migrants, and until the 1970s and 1980s 'pioneer' farmers used slash-and-burn techniques on the abundant forest and land resources. Rarely using the same plot for two consecutive years or seasons, they cultivated as much land as possible to increase productivity, and were constantly looking for unoccupied land to farm. The main food crops, which are grown in mixed stands, reflect the dietary habits of each ethnic community. The indigenous Gban and Bété grow rice and bananas, Burkinabé, Malian and Tagouana incomers grow rice and maize, and the Baoulé grow yam and cassava. Average population density in Côte d'Ivoire stands at 48 people/km<sup>2</sup>, rising to 77.9 people/km<sup>2</sup> in the department of Oumé and 97.8 people/km<sup>2</sup> in the department of Daloa. Zahia rates as a medium-sized village for the region, with 2,410 inhabitants, while Bodiba is ranked as small, having only 748 people in the village itself and a further 812 in encampments in the same administrative unit.<sup>10</sup> Both villages are run by a chief, who acts as the key contact person between the village and the State, and both are organised along similar socio-political lines. Although their chiefdoms have colonial origins, they are run according to local customary practices, and each village is divided into several lineage groups or segments of lineage groups, including families. Land is owned on a lineage, family and individual basis, and the line of descent and transmission of land tenure rights are patrilinear.

### Administrative, Physical and Natural Factors

#### *Bodiba*

The village of Bodiba is covered by the sous-préfecture of Oumé in the region of Fromager. Situated about 280 km northwest of Abidjan in the forested region, it has a transitional forest-savannah climate characterised by a single dry season between December and April.

#### *Zahia*

Located some 400km from Abidjan, Zahia lies in the sous-préfecture of Gboguhé (Department of Daloa) and is part of the administrative region of Haut Sassandra. With two dry seasons from December to mid-April and August to September, and two rainy seasons from mid-April to July and October to November, the transitional forest-savannah climate is drier than in Bodiba, favouring the production of cotton rather than cocoa.

The inhabitants of both study zones use risk-sharing strategies to address similar opportunities and constraints. These include:

- Lack of land for food crops: 87.3% of interviewees are short of farmland in either forested or open areas, which has led to an increase in the rental of land, particularly wetlands or *bas-fonds*.
- The detrimental effect of recent climatic changes bringing a decline in rainfall.
- Shortage of fallow: 42% of respondents had no land under fallow, and only 15 people (about 5% of the study group) had more than 10 hectares of fallow.

Table 1 below suggests that pressure on land is greater in Bodiba than in Zahia.

### Human Characteristics

#### *Bodiba*

The indigenous inhabitants of Bodiba are Gban,<sup>11</sup> part of the large Gbokwa tribe that dominates four other villages: Donsohouo, Douagbo, Guépahouo and Sakaouo.<sup>12</sup> In Bodiba, the Gban centre around three lineage groups: the Goda, the Sobodyé and the Minda. Table 2 below shows the enormous increase in the population of the village, which now includes a 'Mossi' or Burkinabé neighbourhood, as well as large Baoulé encampments inhabited by Tagouana, Malians, Dioula, Sénoufo and Burkinabé.

<sup>10</sup> Figures taken from the 1998 census.

<sup>11</sup> The neighbouring Gouro call them Gagou, a deformation of ka gou ("they've gone"), as they fled when the Gouro arrived in their area.

<sup>12</sup> There is some rivalry between Guépahouo and Sakaouo: Guépahouo is seen as the economic 'capital' of the Gbokwa tribe because of its numerous businesses, modern housing and larger population; while Sakaouo is seen as the political 'capital' because it is the main town in the canton.

**Table 1. Proportion of landholdings under different forms of land use**

	Surface area (ha)	Zahia	Bodiba
<b>Wetlands not in productive use</b>	None	88	64
	Less than 1 ha	2	12
	1 to 5 ha	5	20
	Over 5 ha	5	4
<b>Forest or bush not productive use</b>	None	81	91
	Less than 1 ha	1	1
	1 to 5 ha	12	4
	Over 5 ha	6	4
<b>Land under fallow</b>	None	43	40
	Less than 1 ha	6	13
	1 to 5 ha	36	38
	5 to 10 ha	6	3
	10 ha and over	9	6
<b>Land under perennial crops</b>	None	10	2
	Less than 1 ha	3	3
	1 to 5 ha	63	66
	5 to 10 ha	13	22
	10 ha and over	11	7

**Table 2. Population levels in Bodiba, 1953 - 1998**

Date of census	1953	1966	1975	1988	1998
<b>Village</b>				609	748
<b>Encampment</b>				1263	812
<b>Total</b>	170	269	695	1872	1560

Source: administrative records

### Zahia

Zahia is in Bété country. The first immigrants arrived in the 1930s, followed by a major influx of newcomers between the 1960s and the 1980s.<sup>13</sup> Although this slackened off in the 1990s, there is now insufficient land to meet the needs of the indigenous inhabitants, let alone the many incomers in the Dioula neighbourhood within the village, and the sizeable Baoulé, Mossi and Sénoufo encampments around it.

The three main lineage groups, the Zahia, Zoboguhé and Dapéguhé, are descended from three 'brothers'. Each group contains several sub-groups: the Tapéa, Gnongboua and Falia within the Zahia; the Zobogbaléa and Zobokoléa are sub-groups of the Zoboguhé; and the Gbobou, Kotoguhé and Gbatia are sub-groups of the Dapéguhé. The traditional social organisation is patrilinear and segmental, with a collateral system of inheritance whereby a dead man's assets are inherited by his brother.

Table 3 below summarises the main characteristics of the population in the study sites:

- 35.5% are over 50 years old, 29% are aged between 18 and 33, and 35.5% are between 34 and 49. Many migrants come from Côte d'Ivoire, as well as neighbouring Burkina Faso, Mali, and Guinea. Ivorians make up 65.5% of the population, 29.5% are Burkinabé and 3.5% Malian.
- Indigenous villagers account for 31.5% of the people studied. Of the 68.5% who are incomers, the majority (29.5%) are Baoulé and Mossi (23.5%), with many of the former originating from Bouaké while the Mossi come from Burkina Faso.

<sup>13</sup> The population grew by threefold between 1975 and 1988.

**Table 3. Characteristics of people interviewed**

		Zahia	Bodiba	Total	%
<b>Number of interviewees</b>	Indigenous	32	31	63	31.5
	Incomers	68	69	137	68.5
<b>Age</b>	18-33 years old	34	24	58	29
	34-49 years old	34	37	71	35.5
	50+ years old	32	39	71	35.5
<b>Nationality or community of origin</b>	Ivorian	64	67	131	65.5
	Burkinabé	27	32	59	29.5
	Malian	7	0	7	3.5
	Guinean	1	0	1	0.5
	Béninoise	1	1	2	1
<b>Ethnic group</b>	Indigenous	32	31	63	31.5
	Baoulé (Côte d'Ivoire)	29	30	59	29.5
	North Côte d'Ivoire/ Dioula and Sénoufo	6	0	6	3
	Tagouana	0	4	4	2
	Gouro	0	2	2	1
	Agni	0	1	1	0.5
	Wan	1	0	1	0.5
	Mossi	22	25	47	23.5
	Fulani	2	4	6	3
	Bambara	3	0	3	1.5
	Gourci	2	0	2	1
	Nounouma	0	1	1	0.5
	Samogo	2	1	3	1.5

## Economic Activities

The main economic activity is the production of coffee and cocoa for export. Cotton is also grown in Zahia, and farmers in both villages use traditional methods to combine food and cash crops on family smallholdings, keeping some of the rice, banana, plantain, yam and maize for household consumption and selling the rest at the local market.

Of those interviewed, 24% of respondents in Zahia and 13% in Bodiba reported that they were involved in secondary activities, including buying or selling produce, including palm wine. Other activities include house building, tailoring, woodcarving, herding, motor repairs and the civil service. The Baoulé often have several farms, both in their home village where they live and elsewhere, keeping a wife on each plantation. Many of them used to be involved in petty trade, but have been superseded by the Burkinabé and Dioula, who are also involved in credit, retail and property investment, while some Burkinabé obtain land by buying it from those who owe them money.

In the 1960s the Burkinabé worked as labourers, while the indigenous population acted as their *tuteurs*, or "landlords". In Bodiba the Burkinabé were also involved in buying and transporting goods, and some people claim that they have got where they are now by using their large family workforce to farm land that other groups could not put to productive use.

In their capacity as benefactors, *tuteurs* are seen as father figures who indirectly provide those farming their land with food and the wherewithal to survive. The relationship between landowner and tenant farmer varies according to the type of contract involved. If the tenant has bought or been 'given' his plot, he has a father/son relationship with the landowner, and is expected to look after him, periodically giving money and produce from the plantation, providing assistance when the need arises and attending major family events such as baptisms, marriages and funerals.

N.A., an elderly Baoulé, explained what is expected of a tenant farmer: "my money payments aren't mentioned in our contract. But I gave him 80,000F CFA when his wife died, and another 70,000F CFA when his elder brother died...plus something every time I go round to his house, 1,000F CFA or more, depending on what I've got on me. On top of that, he gets some of my yam or banana harvest, as well as vegetables, chillies, groundnuts, etc., I buy him drinks when he comes to see me and also pay 10,000F CFA for his wine every December or January".

When the *tuteur* dies, his heir normally assumes the role and responsibilities of the deceased, thereby ensuring the continuation of the relationship between landlord and tenant farmer.

**Table 4. Crops grown in Zahia and Bodiba (no. of plots held by households surveyed)**

Crops grown	Zahia	Bodiba	Total	%
Coffee (single stand)	9	1	10	5.1
Cocoa (single stand)	22	27	49	24.9
Food crops	1	1	2	1
Market gardening	1	0	1	0.5
Coffee and cocoa	37	27	64	32.5
Perennial crops in association with other crops	28	56	74	36

### **Bodiba**

In Bodiba the Baoulé planters are Ivorian migrants who arrived after 1966. The first Dioula came in 1965, the Tagouana in 1968, and the Burkinabé in the early 1970s. By the end of the 1970s, cocoa production started outstripping coffee.

### **Zahia**

Most of the 5,000 hectares of Zahia village territory is made up of former forestland, where farmers grow perennial crops such as coffee, cocoa and cotton in 3- to 5-hectare fields. There is very little virgin forest left because of human pressure on land. Food and some off season crops are also grown on the wetlands that make up 20-25% of the village territory, although they have been largely undeveloped until recently. Until the 1980s, over 70% of cultivated land was under coffee and only 17% under cocoa, but this changed when the Integrated Agricultural Development Project for the west-central region implemented a government initiative promoting cocoa production, under the auspices of the SATMACI project. In Zahia this initiative began by encouraging farmers to use modern techniques on collective village plantations.

Table 5 is based on the land census carried out in 1996-1997. As the situation has changed considerably over the last five years, some of the data on surface areas and land under fallow do not reflect current land use patterns.

**Table 5. Land use in Zahia (1996/1997): Summary of farming statistics (PFR)**

	Surface area (ha)
Fallow	831
Virgin forest	215
Cocoa	916
Coffee and cocoa	35
Coffee	669
Food crops	218
Coconut palm	8
Cotton	6
Fallow (very recent)	414
<b>Total area cultivated</b>	<b>3 312</b>
<b>Total area studied</b>	<b>4 052</b>

## Markets

### Credit

In the absence of any formal credit system, assets such as land are often used as security against loans. This type of guaranteed loan can cause tension between indigenous and incomer populations, as a landowner may demand credit from the person to whom he has 'given' or sold land, and then be unwilling to repay the loan because credit is seen as part and parcel of the contract between a *tuteur* and incomer.

### Labour

In all, 57% of interviewees from both sites reported using paid labour, which may be hired on long-term contract, as well as various forms of sharecropping (known as *bugnon* or *busan*). Tables 6 and 7 below show that work and land tenure contracts may be combined in a variety of ways. The labour market and distribution of farmland have long been interdependent, and before the 1990s most farm labour was provided by incomers, as the indigenous workforce was so small. The Baoulé and the indigenous population spent a lot on wage labour, which was controlled first by the Dioula in the 1970s, and then by the Burkinabé. However, when incomers started running their own landholdings, the two groups began to compete for labour, and the power balance between the landholding indigenous population and incomers shifted, particularly as the latter had the advantage of controlling the flow of migrant labour. The indigenous population now has limited access to labour, as new arrivals from Burkina Faso rarely work for indigenous landowners, preferring to farm their own plots or those of their compatriots.

In the late 1970s new recruitment networks started opening up as labour became increasingly scarce, and in the 1990s, the Gouro from Zuenoula began working as labourers or sharecroppers (*busan*) in Bodiba, as well as engaging in better-paid activities. Many young villagers set up their own self-help organisations in the 1980s, and started charging for their services when urban unemployment prompted the drive to 'get the young back on the land'. As the crisis deepened in the 1990s they raised money by working for both indigenous and incomer farmers.

**Table 6. Use of labour by study population in Zahia**

Type of labour	Contract (a)	<i>Bugnon/ busan</i> (b)	Labourers (c)	Daily labourers (d)	Self-help groups (e)	a & b	a & c	a & d	d & e	a, b & c	a, b & d	a, c & d	a, c & e	Total
Yes	7	9	4	3	2	6	3	6	1	2	4	2	1	52
No														48
<b>Total</b>	<b>7</b>	<b>9</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>6</b>	<b>3</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>100</b>

**Table 7. Use of labour by study population in Bodiba**

Type of labour	Contract (a)	<i>Bugnon/ busan</i> (b)	Labourers (c)	Daily labourers (d)	Self-help groups (e)	a & b	a & c	a & d	a & e	b & c	a, b & c	a, b & d	Total
Yes	19	7	3	3	1	8	4	8	1	4	2	1	61
No													39
<b>Total</b>	<b>19</b>	<b>7</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>100</b>

In the 1970s the Mossi neighbourhood in Bodiba and the Dioula neighbourhood in Zahia were full of labourers, and the Baoulé used to go there looking for new recruits. However, over the last few years the flow of immigrants from Burkina Faso has dried up as incomers found it increasingly difficult to find land to farm and the political situation deteriorated. Cultivated plots are now smaller than they used to be, partly because of the population explosion, and partly because of labour shortages, the falling price of coffee and cocoa, and the liberalisation of these markets.

### **Inputs**

Inputs used to be subsidised by the State, but prices soared when the market was privatised and they are now beyond the means of poorer farmers, who have no access to credit. Nevertheless, the Baoulé do still use some inputs on perennial crops; and more than 50% of interviewees said that they also apply fertiliser to food crops. Soil fertility is now seriously compromised in some areas and agricultural productivity declining, as pressure on land has forced many farmers to stop using long-term fallow, and are unable to buy mineral inputs or pay labour to apply organic amendments. More inputs are used in Bodiba than in Zahia because of the poor soils and climate in the former region require supplements to make them productive.

### **Market for produce**

In the past farmers could rely on getting a secure return on their coffee and cocoa crops, but they lost this safety net with the liberalisation in the late 1990's of the coffee and cocoa markets and closure of the CSSPPA or CAISTAB.<sup>14</sup> Without access to proper packaging or storage systems, farmers cannot wait for prices to improve, and are forced to sell on an increasingly volatile market at low rates before the beans spoil. In 2000, producer co-operatives opted to burn their produce rather than sell it off cheaply, although many farmers actually sold part of their harvest secretly to avoid losing all their income.

Guépahouo, a large village near Bodiba, serves as a collection and sales point for local food products. The Burkinabé mainly sell rice, at this market, while the Baoulé tend to concentrate on coffee and cocoa. Zahia has a similar weekly market.

## **Principal Groups Involved in Land Tenure Arrangements**

The two main groups involved in land tenure agreements are incomers and indigenous people, the latter made up of different lineage groups which own varying amounts of land. A clear distinction is made between Ivorian and foreign incomers, particularly between the Baoulé, who were the first migrants to settle in Bodiba in the 1960s, and the Burkinabé, who arrived a few years later. Indigenous villagers in both study sites prefer to do business with the Burkinabé, who are seen as considerate and 'nice', as they renegotiate their contracts and avoid conflict with their indigenous *tuteurs*. The Dioula are given preference over the Baoulé for the same reason.

Young migrants are increasingly leaving the city and returning to their village to help their parents or farm land inherited from them, because they are unemployed, have no qualifications or can no longer stay with the person who was putting them up in town. Many return to Zahia and Guépahouo, secretly intending to sell land belonging to their lineage group or parents, hoping to use the proceeds to emigrate to the West where land is still abundant (Beauchemin, C., 1999).

Women's land tenure status depends on where they come from, whether or not they have children or brothers, and whether they were given land by their father. A married woman works the land courtesy of her husband, as it is he who clears the field in which she grows food crops. If her husband plants cocoa on this field the plantation becomes a jointly owned asset when it starts producing. According to the customary system, women inherit nothing when their husband dies, and must return to their family unless they marry one of the deceased man's brothers. In Gban country, when the husband dies, the plantation goes to the wife's eldest son, and if the couple had no boys it either goes to the brother of the deceased who organised the funeral, or to the oldest brother living in the village. If the couple only had girls and the brother who inherits is kind, he shares the annual income from the plantation with the children, but they have no right to complain if he decides to give them nothing.

Other, smaller groups involved in land tenure arrangements include townspeople and 'civil servants', who are mainly retired, or have been made redundant. Another category includes those involved in village politics, such as representatives of different political parties, co-operatives, village chiefs and associations or Friendly Societies for particular ethnic groups.

<sup>14</sup> Bank for stabilising and maintaining the price of farm produce.



## LAND TENURE PRACTICES

### Farming Contracts and “Land for Work” Agreements on Plantations

The coffee-cocoa production system is one of the main sources of fiscal revenue for Côte d'Ivoire, accounting for about 45% of all exports. However, despite the popularity of these cash crops at both governmental and grassroots level, indigenous landowners do not always have access to the workforce needed to tend their plantations. Since colonial times the State has attempted to address this problem by sponsoring new farming settlements, and migration into forested areas.

#### Historical overview

Booming coffee, cocoa and wood exports fuelled a period of great growth in Côte d'Ivoire that lasted from the early 1960s until 1978. During this 'Ivorian miracle', the GDP rose by an annual average of over 7%, and the amount of land under cultivation increased dramatically as a result of policies promoting the clearance of forested areas. As extensive coffee and cocoa farming increased, nearly one in two Ivorians became plantation owners, using the growing supply of cheap immigrant labour from Mali and Burkina Faso. National output soared from 75,000 tons at the time of Independence in 1960 to 750,000 tons less than thirty years later.<sup>15</sup>

The Burkinabé, Malian and northern Ivorian (Malinké, Tagouana and Sénoufo) labourers constituted a “cheap, biddable workforce”,<sup>16</sup> hired to carry out the most arduous work on plantations. Most either came from areas where it is hard to grow food crops, or had no access to land in their village of origin. The labour market evolved in a way “*that almost completely bypasses... government measures to establish a framework for the immigrant workforce*”.<sup>17</sup> Most non-Ivorian labourers either came individually without the appropriate papers, or as groups channelled into the market by traffickers.

One indigenous resident of Zahia told us, “*when they first came they seemed so nice that we gave them land for their food crops; then, depending on how they behaved and because there were so few of us, we gave them land in the forest to settle on so our village could grow and develop*”. The first migrants thus obtained large tracts of forest in exchange for symbolic gifts, usually a bottle of gin or some wine, plus a cockerel, sheep or kid, and sometimes money (5,000F CFA). These were used as libations and sacrifices to indigenous ancestors, to inform them that there were newcomers on the land, ask for their blessing to make it fertile and ensure protection for the new farmer.

As landowners wanted to build a personal relationship with their ‘helper’ on the plantation, amenable migrants often found that they were allowed to harvest produce without having to ask permission. As Chauveau and Richard noted (1983: 89) “*These practices constitute implicit clauses in the work contract aimed at binding the labourer to his employer. In some cases, they amount to a kind of temporary (though fictional) ‘adoption’ of the former by the latter*”. The labourer was expected to be grateful to his tuteur, who acted as a kind of father figure, and even to help his wife with her domestic duties. With much at stake for both parties, each used strategies to soften up the other: the employer with a view to securing his labour force, and the employee to fulfilling his longer-term ambition to become a ‘landowner’. Some tuteurs could employ several incomers as labourers, on their plantations.

#### The current situation

The ‘Ivorian miracle’ ground to a halt between 1978 and 1986 as the price of cocoa plummeted by 40%, sending the economy into a meltdown that lasted from 1980 to 1993. In 1988 the government decided to stop

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<sup>15</sup> Gombeaud, J-L., Moutout, C. and Smith, C., 1990: 86.

<sup>16</sup> Ibid.

<sup>17</sup> Chauveau and Richard, 1983:90.

expanding cocoa production and turn its attention to other products, such as oil palm. Some farmers abandoned their plantations, which reverted to bush, while others sold up to incomers or assigned the land under *busan* or *bugnan* arrangements. Chauveau and Richard (1983: 91) observed that at the end of the 1970s, labouring contracts dwindled and were progressively converted into *busan* or *bugnon* mainly on the largest plantations.<sup>18</sup>

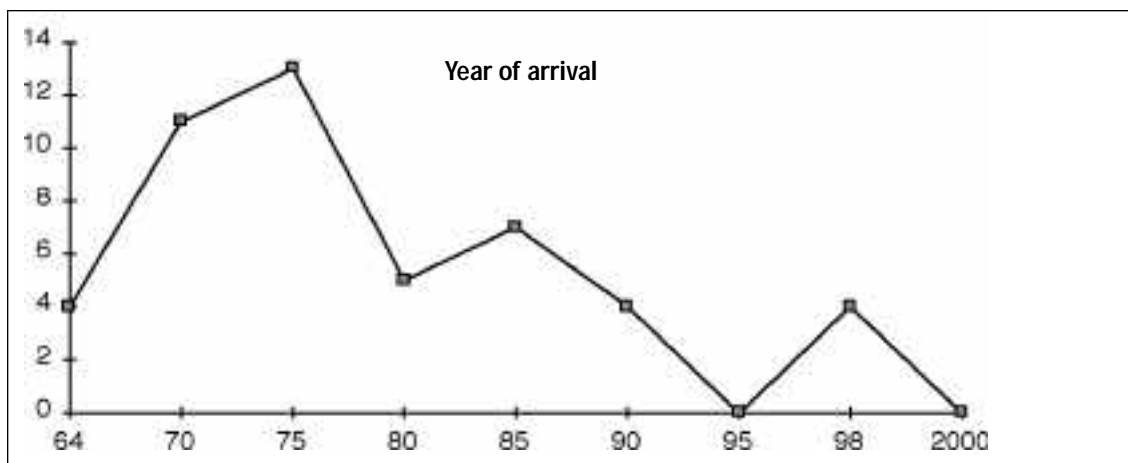
The cocoa production system suffered further in 1998-9 when prices fell to 250 F CFA per kg, less than a quarter of its value in 1978. As young adults and the newly unemployed discovered how hard it was to obtain cultivable land on returning to their village, disputes over arrangements between indigenous people and incomers, or even members of the same family, became more frequent. Indigenous returnees contested gifts or sales effected by their families, claiming that land is an inalienable asset over which incomers and non-Ivoriens only have rights of access, not ownership.

Since the CFA franc was devalued in January 1994, the practice of mortgaging and leasing land has become more common, as farmers try to cope with the problems caused by the liberalisation of the coffee-cocoa market. Unofficial land sales in Zahia and Bodiba bear witness to widespread concern over the low returns achieved. To counteract falling living standards among planters, the new government decided to wind up CAISTAB by 30 September 2001 at the latest, and establish the Coffee-Cocoa Exchange (Bourse Café-Cacao) and the Coffee-Cocoa Regulation Board (l'Autorité de Régulation Café-Cacao). It remains to be seen how effective these will be.

## Work contracts not involving land tenure

The term 'contract' covers monthly labour contracts and piecework, which are used by all the communities studied, particularly for arrangements involving precise tasks such as clearing or weeding. Monthly contracts, which used to be a step in the process of obtaining access to land, are becoming increasingly rare. Figure 1 below shows that immigration into the study area has dwindled since the mid-1970s. The pool of wage labourers has also diminished, and while immigrants used to be involved in most contracts, they are now more likely to work for plantation-owners from the same community, or to help family members who moved to the area before them. Nowadays, labour contracts rarely offer a means to acquire land.

**Figure 1. Settlement in Bodiba by Burkinabé immigrants, 1964 - 2000**



Source: Zongo, M. (2000 : 9)

<sup>18</sup> They only applied to plantations "of a certain size, which were notoriously short of manual labour in relation to the area cultivated" (Chauveau and Richard, 1983: 91).

### **Daily labour**

This covers work carried out on a daily basis. The labourer is paid on completion of the task, usually at the end of the day, and the employer may ask for the contract to be renewed so that the most urgent work can be done. In the 1970s the daily rate was 100 to 300 F CFA, and it currently stands at between 800 and 1500 F CFA. Most daily labourers are young migrants or Dioula<sup>19</sup> or Mossi<sup>20</sup> incomers. They sometimes work in groups, whose leader negotiates the price with the landowner and shares out the pay equally at the end of the day.

### **Piecework and flat rate 'contracts' with independent workers**

With piecework, a fixed rate is paid for specific activities. Before discussing the price, the labourer inspects the field or plantation to assess its size, history and the density of the vegetation, and while work is in progress the landowner either gives him money to buy food, or sends him bananas, rice and condiments. We were told that in the 1970s a labourer could earn an average of 5,000 F CFA per job, and could therefore net between 50,000 and 100,000 F CFA per year by simultaneously working on several contracts.

### **Labouring contracts paid on a monthly basis**

This type of contract involves individual labourers who are paid at the end of the year or at harvest time whether they have worked for the whole year or only a part of it. Chauveau and Richard (1983: 88) distinguish between permanent wage labourers who work for a year or more, and those who work at peak periods. The latter used to be able to complete several contracts over the course of a year, but this is no longer possible as they spend six days a week working for their employer and the seventh resting or working as daily labourers on another plantation.

In principle, the employer cares for the labourer when he is ill and provides lodging if he has nowhere to live: *"you give him food, and if he's not married, your wife cooks for him. Plus he gets soap, work clothes and a file and a machete, which you replace when it breaks..."*. In return for this, the labourer can expect to do a wide range of jobs that are not specified at the start of the contract: *"he works in your rice, maize or cocoa fields, and you can even send him to work for your brother or someone else – he's entirely at your disposal"*.

The pay for an annual contract currently ranges from 10,000 F CFA to 200,000 F CFA, averaging about 10,000 F CFA per month, which the landowner must pay, whatever the harvest. For new migrants, labouring is an important step in obtaining land, as it may lead to a long-term relationship with an employer who may eventually assign land to him, provided he presents himself as someone who is amenable and ready to put up with many demands. If the labourer has permission to harvest food it must be eaten on the spot. Any attempt to sell it will be seen as theft, and he will be sent to the village chief and have the value of what was taken deducted from his pay. Permission is also needed to take food home, which sometimes causes disputes as labourers claim that employers try to avoid paying the full amount owed at harvest time by accusing them of stealing food. In the past, labourers could plant their own crops in uncultivated areas or in the plantation where they were working. Nowadays, if the employer lets them grow their own food on his land, they lose the right to cut or harvest edible produce from the plantation.

The labourer also has other social obligations: *"he mustn't steal... or be disrespectful (by being rude to your wife or refusing to shop or run errands for her). He mustn't lie or make you think he's going to your plantation when he's actually going off somewhere else on a working day, and he must work from 8 am to 5pm: it's OK to start before 8 am, but he shouldn't go home before 5pm, unless he's ill ...or you've given him permission"*. When a labourer is hired, his identity card is retained and returned at the end of the contract, a move justified by the view that *"if you take on a labourer without knowing his 'family' and he steals from you, you've got no comeback because you don't know who to turn to"*. However, he also has some rights, and may terminate the contract if he feels that he's not being properly fed or looked after.

If the labourer dies, his employer informs the relative 'guaranteeing' the contract. *"His family will bury him, but you should still pay your respects... and pay the family for the time he worked for you. If he was married, his wife or wives and their children should return home. If he'd paid for a field and had the papers to prove it, it can be farmed by one of his heirs, but if he didn't get the papers, you can repossess it, even if it had been paid"*

<sup>19</sup> This includes anyone originating from northern Côte d'Ivoire who speaks Malinké or Bambara, as well as Malians and Guineans.

<sup>20</sup> Anyone originating from Burkina Faso.

for. You also get back any land you'd given that he hadn't paid for, even if he'd planted coffee or cocoa on it, except if he was really nice to you... then you can ask one of his 'brothers' to cultivate it, as long as they look after you as he did. If they don't, you take your land back".

The increasing scarcity of labour has occasioned the growth of various associations similar to the self-help groups found in traditional societies, which are based on membership of the same family, lineage group or village, with members grouped according to age and gender. Nowadays, they are formed through shared interests and co-option, with members working on each other's land on a rotational basis, and being paid at harvest time or after the produce has been sold. These associations also provide services for non-members, who pay when the cleaning, weeding or harvesting has been completed. Associations based on ethnicity or common geographical origin are found among both incomers and the indigenous population. The money earned is used for feasts, shared among members or saved to provide small loans or help with marriages, baptisms, funerals, etc.

## Work contracts involving access to land

### *Contracts for busan and bugnon*

In Baoulé or Agni, *busan* or *abusan* means to divide into three parts, and *bugnan* or *abugnon* to divide into two parts. *Busan* arrangements work on the principle that two thirds of the crop or proceeds from its sale go to the landowner and one-third to the farmer, and with *bugnan* the produce is halved. These contracts cover one growing cycle for annual or perennial crops, and are renewable, with conditions renegotiated at the start of each new cycle. They may involve the acquisition of land rights if they are agreed between members of the same family, or if requested by the person using the land. The person farming the plot shares the yield with the owner, and is seen as master of the land he cultivates, although the owner usually controls its overall management. The farmer cannot invest in the field or plantation where he works, but can harvest fruit and food products, and may also gather palm nuts to make *bandji* (wine). Some are allowed to take produce, but not to use the palm nuts to make *bandji*; while others may only make it if they give the landowner a share of the proceeds from the sale of the wine.

This type of contract makes considerable demands on the sharecropper, who is responsible for hoeing, weeding and clearing the land, and harvesting coffee plots at least twice and cocoa plots at least three times during the production cycle. He must also split the cocoa pods, and spend one day a week, usually Saturday, working for the landowner if he lives with or is fed by him.<sup>21</sup> The proceeds are usually shared out whenever produce is sold, except at the end of the production cycle, when the final payment is retained until the plot has been cleared for the last time. In Bodiba, landowners take two sacks of coffee or cocoa and divide the rest three ways, and the farmer is paid for the coffee crop after the second and final clearance. The village chief in Donsohouo, near Bodiba, told us that *busan* became common in the region in the 1970s, when Malian incomers were paid in kind rather than cash to work on large coffee plantations. This contract also covers the cost of transport and extra labour, which is recruited as necessary. Whoever pays for these is reimbursed after the harvest is sold.

Share-cropping farmers may employ labourers or use self-help associations to get their work done, but must normally consult the landowner about any decisions other than those relating to work specified in the contract, and may not take edible produce unless they cultivate the *dominiforo*. On an established plantation, *busan* or *bugnan* is thus a work contract, as the taker does not have the right to plant on his own account.

Nearly 80% of interviewees admitted to being involved in at least one *busan* arrangement.<sup>22</sup> About 80% of the indigenous population, 50% of the Baoulé and 20% of Mossi migrants assign their land through *busan*; at the same time, 60% of Mossi and 10% of indigenous people, mostly young adults returning from urban areas, use *busan* to gain access to land. Although *busan* was initially used by male incomers to farm coffee or cocoa plantations, it now covers food crops and is used by indigenous men, as well as women cultivating rice fields.<sup>23</sup>

<sup>21</sup> In Malinké, this is called *dominiforo*, or 'field for food'.

<sup>22</sup> Only 21% officially declared giving out their plantation as *busan*, but this is not a believable figure.

<sup>23</sup> Elsewhere, in the region of Bonoua, *busan* or *bugnan* is used on commercial pineapple plantations. When the landowner only provides land, the tenant farmer keeps two thirds of the harvest or income from its sale. In the 1970s, Burkinabé women in Bodiba used to harvest coffee plantations for indigenous landowners. They were paid in kind, receiving one in three baskets.

Social relationships play a significant role in these contracts, enabling individuals to gain access to land or a plantation through the influence of a relation, friend, *tuteur* or member of the same community, who acts as guarantor. These relationships also determine the terms of the contract, so that one sharecropper may benefit from the right to harvest anything in the plantation, while another will have only limited rights.

There are two ways in which the *busan* arrangement may evolve into a work contract. In the first, which is similar to a labouring contract, the owner provides land, seed and inputs, while the sharecropper sows and harvests the crop and maintains the field, and both are involved in selling the produce. The second is most common among indigenous people from the same lineage group, enabling them to help family members gain access to land. Here, the landowner provides the land while the land-user buys seed and inputs, sows and harvests the crop and gives half of the produce or proceeds from its sale to the landowner. He may also grow a few vegetables on the plot allocated to him.

### **Troukatlan or troukatalan : a variation based on mixed farming**

There are two forms of *troukatalan*:<sup>24</sup> one based on plots which are then sub-divided, and one on mixed farming. The first type of *troukatlan* involves landowning incomers, indigenous people, *busan*, *bugnan*, contract workers and civil servants looking for land to clear for food crops. In Zahia this arrangement is most common among the Burkinabé, who introduced it to the area in the late 1990s. The second arrangement, where perennial crops go to the landowner and food crops to the sharecropper, has been common in Bodiba since the 1970s, although it is declining now. Chauveau and Richard (1983: 89) described it as a form of 'mixed' farming: "*quite a few incomers, particularly people from the Upper Volta, grow their own food crops (rice, maize) in association with young coffee or cocoa planted by an indigenous farmer. This arrangement lasts for one or two years, and the owner of the perennial crops benefits from not having to worry about keeping the young plantation clear of weeds*".

With current sharecropping agreements the tenant grows cassava, yam or rice on land where the owner has planted cocoa or coffee. The plot is 'lent' to the tenant farmer on a temporary basis, and he is responsible for maintaining both perennial and food crops, weeding once in the middle of the season and again at the end of the production cycle, and preparing the ground for the next cycle. Contracts last for one season, and may be renewed several times depending on the crops grown.

Conflicts sometimes arise when contracts are not renewed, for if the sharecroppers' wife has planted vegetables with a longer growing cycle than the crops covered by the contract, landowners' wives tend to help themselves to vegetables and citrus fruits after the final weeding. If the landowner plants banana trees on the plot to help the young plants withstand seasonal droughts, he will have sole rights to their fruit.

### **Regenerating old plantations**

There are a number of reasons why plantations are abandoned: lack of labour, lack of money for maintenance, falling prices, bush fires, infertile soil, 'sick' stock and failure to cut back coffee plants. In the past, incomers gained access to land by buying fallow and overgrown or abandoned coffee plantations. They then used the large workforce at their disposal to transform this cheap and supposedly infertile land into productive plantations. However, once the work was done, many of the indigenous vendors regretted selling and used various stratagems to get the land back, or pretended to take it back in order to renegotiate the contract and increase both the sale price and the requirements for the purchaser to 'look after' the vendor.

The regeneration of an old plantation may involve various combinations of agreement, including *busan*, guarantee, labour contract, loan, etc. When a landowner decides to put the plantation back into production, he may start the four-year process by lending it to an incomer for a fixed period and subsequently changing the terms of the arrangement. "*In return for doing all maintenance on the plantation... [the taker] keeps all the produce he can grow on it and is free to regenerate it as he wishes. After the third year he farms it under a*

<sup>24</sup> This practice is common in pineapple plantations in Bonoua, and may be associated with a loan or a lease. The landowner leases land to the tenant farmer, who grows pineapples and plants palm trees on it, and is responsible for maintaining it and applying fertiliser to perennial crops. His contract is renewable provided the perennial crops do not hinder the regrowth of the pineapples. *Troukatalan* associated with rental started about ten years ago in Bonoua.

*guarantee agreement, and in the fifth year the arrangement switches to busan, with him getting half the harvest to start with and a third at the end. Once the busan arrangement comes into force, the owner can terminate the contract without having to justify why he is doing so" (Zongo, 2000: 39).*

The first plantations were re-opened in Zahia and Bodiba in the mid-1980s, and more came on stream from 1988 onwards when the government promoted other crops in an attempt to stop the overproduction of cocoa.

## Land Tenure Contracts and Derived Rights

Insofar as it is possible to identify 'derived rights' in the strict sense of the term, they share the same dynamic as all land tenure relationships and contracts.

### Contracts with minimal social clauses

#### *Rental of forest or fallow*

Although local languages in the study area have no word for rental *per se*, there are various terms for renting land in the forest. Land used to be loaned rather than rented, with the owner given part of the produce by way of thanks, but nowadays rental has replaced loans. The practice gathered momentum during the economic difficulties of 1982-1983, and became widespread during the early 1990s, when opposition parties started exhorting 'true Ivorians' to repossess land they had sold off cheaply to incomers.

In Zahia, people started renting out land for annual crops in the 1970s, and Bamba noted that "*since migrants saturated their land with coffee and cocoa, [rental] has been the main form of assignment in the [area]. The average rent has risen from 3,000F CFA/ha in 1976 to 10,000F CFA/ha in 1992" (1992: 27).* It now costs about 40,000F CFA/ha to rent land in Bodiba, and around 50,000F CFA/ha in Zahia.

In the past, landowners set the cropping timetable, and tenants only had access to land that had been fallow for 7 to 15 years, staying on it for no more than 4 years. In the 1980s cultivable plots became so scarce that people started renting out fallow for food crops, and as pressure on land increased through the 1990s the practice became common in both study sites. Incomers rely heavily on rental, and the Baoulé put all their land under perennial crops, renting poor or fallow land to indigenous farmers and a few incomers who use it for food crops like rain-fed rice or maize.

Rental contracts are renewable annually or with each production cycle, and are covered by a written agreement noting the sum to be paid and the length of the rental period. Payment in kind is always made after the harvest, but tenants paying in cash can pay when the contract is agreed, at harvest time, or in two instalments - one at the start of the contract and one after the harvest. Arrangements vary according to the crop, and tenants are only allowed to grow specific crops, as N.A. told us: "*before, you could grow any food crop but not perennial crops. Now, ... you have to say what you want and you're not allowed to grow anything else; if you do the landowner can pull up everything you've planted without his agreement"*. Permission is also needed to harvest palm nuts, kola nuts or *sioko*.<sup>25</sup>

This type of agreement cuts across incomer and indigenous groups, and is common within and between both. In the 1970s indigenous landowners sold land to raise money, but now they rent it out to earn an annual income or resolve their financial or social problems. Indigenous villagers in both Zahia and Bodiba are keen to rent more land to incomers, although they are often reluctant to admit to this.

#### *Rental of wetlands*

Although in the past indigenous people used not to farm wetlands, they are now a strategic resource regulated by separate contracts, and are not sold. The Gban and the Bété used to grow rice on the plateau and give plots on the wetlands to the Dioula, Mossi and other incomers, for rice and market gardening. When this type of land was assigned, it was usually free of charge, although the arrangement occasionally involved

<sup>25</sup> A fruit used to make glutinous sauces.

some kind of requirement for mutual assistance, and the taker had to give a sack of rice to the assignor after the harvest. Nowadays, landowners let out wetlands to earn cash, and while most tenants are still incomers, an increasing number of indigenous people also farm there. Land is rented for one growing cycle, and although contracts are renewable, tenants vary according to the cropping calendar as the same plot may be rented to one person to grow rice in the rainy season, and to another to grow dry season crops.

Rent is settled in cash or kind, with cash paid in advance and payment in kind made after the harvest. Cash payments are not fixed, and are negotiable at between 5,000 and 25,000F CFA per growing cycle, depending on the type of crop and the area cultivated. In Bodiba, it costs 15,000 to 25,000F CFA for rice, groundnuts and maize, and 5,000F CFA for okra and vegetables. Per hectare rates range from 15,000 to 20,000F CFA for one hectare of rice. It is more expensive to rent in Zahia, costing 50,000F CFA/ha for a rice plot, 20,000 to 30,000F CFA/ha for maize and yams, and about 15,000F CFA/ha for cassava. The high cost of rice plots reflects the fact that it is the preferred local staple, which can therefore provide a significant income for producers. When payment is made in cash and kind, it costs 25,000F CFA plus several sacks of the harvest per growing cycle. This arrangement is more common in Bodiba than in Zahia. In Zahia, if the tenant breaches the contract, he has to work as a labourer on the plot to pay off the original agreement with the landowner.

### ***Guarantee or pledge***

This arrangement, which is a kind of mortgage on a productive plantation similar to a *gage* or pledge, is becoming increasingly common in Côte d'Ivoire, particularly in forested regions like Zahia. Here, a landowner needing money for funerals, marriages, school or university fees, etc. can borrow the required amount against a productive plantation. The creditor takes over the plantation and enjoys all the produce and income until he has been repaid in full. For so long as the debtor still owes money, the creditor's right to use the plantation may be transferred to his descendants, but not sold or rented out to a third party. In this type of agreement the debtor is usually indigenous, while the creditor may be indigenous or an incomer.

In Bodiba, the plot reverts to the landowner at the time specified in the contract, even if he has not repaid the loan, a sum which is often less than the income earned from the plantation by the creditor. N.A., an elderly Baoulé from Bodiba, explained the terms of the contract: *"I give part of my productive plantation to someone as a guarantee, and he gives me the money I've asked for in front of witnesses (one witness for each party). I state that I will take my field back after a certain period, and during this time he can keep all the earnings from my plantation... If I get hold of the money before the agreed date I reimburse him and he gives me back my plantation if he hasn't started farming it. If either of us dies, the contract continues through our heirs"*.

Guarantees are often arranged secretly, and frequently develop into sales. Those seeking credit rarely enter into this type of agreement with indigenous farmers because they see it as an embarrassing admission that they have had to mortgage their plantation, which is why guarantees are not always declared in surveys. However, they are now often ratified in writing by both parties or by the *sous-préfet*, who validates the agreement in an official document before witnesses for each party. He may also intervene when several members of the same family try to use this arrangement to find the money needed to resolve a family problem.

The Baoulé chief in Bodiba told us that guarantees are particularly common in the hungry season and at Easter, when there is always a shortage of food.<sup>26</sup> According to him, the Burkinabé are most frequently the creditors because *"they have more money, and don't go home as often as we do, while we have many social responsibilities because we're in our own country"*.

The main difference between rental and guarantees lies in the balance of power, as a landowner renting out land has the upper hand, while one looking for a guarantee is in a weak position. The economic consequences of this arrangement are often disastrous for the debtor, who may find it difficult to repay the loan without access to his land.

<sup>26</sup> In Côte d'Ivoire this is a popular, rather than religious, holiday for the Baoulé, when they return to their native village to resolve socio-economic problems and discuss projects for its future.

## Arrangements involving social clauses

### *Surveillance or guardianship of land*

This arrangement is used on behalf of minors with land assets and by adults living away from their land. If the guardian is female, the land is often farmed by a third party, usually a *busan* sharecropper. People living outside the village may entrust their land to an indigenous villager or incomer, either paying outright for the plot to be farmed or getting the guardian to manage the land, choose the crops and hire labourers. Guardians are paid in cash or kind depending on the conditions agreed with the owner; although some refuse payment if they are doing a service for a friend, relative or member of the same ethnic community; in which case, they take some of the produce for personal consumption. If they are employed to work on the plot as labourers or *busan*, they are paid accordingly.

When land is inherited by minors, the guardian may be the mother, paternal uncle or sister of the landowner. For example, when D.P. from Bodiba died in 1992, her sons were too young to look after the plantation, so her married daughter, who lived in a neighbouring village, gave it to a *busan* to clear and harvest and will pass it on to her brothers when they come of age. In the meantime she enjoys full rights to the plot except the right to dispose of it or exclude a beneficiary. This type of guardian is not officially remunerated, but lives off the produce from the land, chooses which crops are grown and inputs used, hires labourers, and may decide to let out the plot through *busan*, *bugnon*, piecework, labouring contracts, etc. They also sell the produce and, in theory, act as a parent to children too young to sell their land. When they come of age often, they are likely to contest the sales or open-ended loans made on their behalf.

Other than overseeing the inheritance, guardians cannot use the land for their own purposes. They have the right to harvest produce from trees, but may not, under any circumstances, transfer these land assets to their successors. Sometimes guardians (usually uncles) sell the land in their care before the beneficiaries come of age, in which case the matter is taken to the head of the family, lineage group, village chief, *sous-préfet* or judge.

### *Rights over palms*

In the past, incomers were given land 'free of charge', while the trees on it remained the property of the landowner. Nowadays, they buy the land or enter into a *troukatlan* agreement based on subdividing the plot. In principle, they enjoy all rights, including the right to harvest palm nuts and fell palm trees, but in practice, they only have the right to harvest with the permission of the vendor. For rental and mixed farming *troukatlan*, the tenant farmer does not usually have the right to harvest palm nuts, even if he is renting from his own family or lineage group, and any produce removed from the tree without the owner's consent is considered to have been stolen.

### *Loans*

Loans may be of unlimited duration or for a fixed period. The former (*singanli*) are sometimes confused with conditional gifts; the difference being that a loan is based on the unspoken assumption that the land will be reclaimed after an unspecified period, while with gifts, the indigenous assignor makes it clear that he will recoup the land when he needs it. With unlimited loans, the relationship between landowner and tenant becomes one of patron and client and the latter may grow what he likes, provided he returns the plot to its owner when he needs it. However, the open-ended nature of the agreement makes it unwise to invest too much and run the risk of either not seeing a return on the investment or being accused of trying to appropriate the land.

Loans for a fixed period (*dondonli*) only cover food crops, usually for one production cycle or one year. They are renewable, and differ from rental in that they are based on trust and agreed orally, and no payment is made, although the borrower gives the landowner about 50 to 100kg of the harvest. As with renting, the duration of the loan may be negotiated at the end of the previous contract. In the 1970s membership of a community or ethnic group was not a particularly significant factor in land tenure transactions, and land was both loaned and given, but fixed term loans are now limited to members of the same community.

## Contracts involving property rights

### *Gifts between indigenous people*

Before the great influx of immigrants into the Gban region, family heads were able to set aside land for their children. A young man helped his father in the fields and plantations, and when he married, his father would



give him land in the forest so that he could assume his responsibilities as head of a family. However, he did not own the land, and his father had the right to take it back if he did something that brought the extended family or lineage group into disrepute. As a *toani*, or the son of the land, he was still obliged to help his father, although he had the right to harvest produce from his land and trees, including palms. He only became *toakin*, or the full owner, when his father died.

### **Conditional gifts to migrants**

Until the mid 1980s, indigenous villagers were under considerable pressure from the authorities to give land to incomers. The practical rules of this arrangement were dictated by social norms known to local people but rarely explicitly spelled out to the incomers to whom the land was given, who were nonetheless expected to abide by them. The giver of land thus maintained a hold over recipient that often enabled him to take back the land once it had been converted into a plantation, even though in theory it had been given on a permanent basis. As Zongo notes (2000: 14), very little land was gifted in the real sense of the term in either Bodiba or Zahia. *"There are only three cases of genuine gifts in Bodiba. It would seem that when the immigrants first came, indigenous people thought they would only stay for a while, so when they gave land they were really hoping to benefit from the work invested in it"*.

The social obligations attached to gifted land are wide-ranging but vague. Oral contracts are concluded with a reminder by the owner to 'make sure you look after me', and the incomer is expected to do so for as long as he farms the land – which may be taken back at any time. If he is not sufficiently attentive, visiting his patron on rest days and giving him food, drink and some of the harvest, the contract may be terminated on the grounds that he breached its social clauses, which also include giving the *tuteur* credit and helping his family through deaths, marriages or baptisms. Many landowners in Zahia used the PFR survey to renegotiate contracts if they felt that this type of service in kind did not reflect the value of their land, and some reduced the size of the plots let out to others and challenged the information recorded by the PFR.

Over time, certain customary procedures have been used to convert many of these conditional gifts into sales. One village chief told us, *"all incomers who have had land end up buying it, because...even if you gave it to them for free, they didn't have to pay until it became productive. After several years the landowner...would look at the land and name his price. When we gave people land we didn't take account of how fertile it was... we often didn't even go to the site, but just indicated the natural boundaries... everyone took their chances"*.

Before taking the land, incomers gave chickens or alcohol for sacrifices, and libations to ward off bad luck and propitiate the ancestors. They could then grow their own perennial or food crops or use the land for market gardening, and transfer it to their heirs or other people if they died or left the village. The recipient became the effective owner, although he owed the original landowner 'something' for as long as he farmed the land, and was expected to give him part of the harvest every year. However, as pressure on land has increased these arrangements have changed and been called into question, and they are now rarely used. In Zahia, incomers must now present their 'heir' to their patron (or his representative, if he dies) during their lifetime or before leaving the village. If the patron, or *tuteur* is absent, the incomer must wait for him to return, otherwise the person inheriting the use rights will not be recognised and the plantation may be assigned or sold to someone else.

The elaboration of the new land tenure law has led indigenous people in both Bodiba and Zahia to contest the automatic inheritance of land by incomers. According to one dignitary from Zahia, *"we were told that the law says if... an incomer dies or leaves the village, his land reverts to whoever gave or sold it to him; it never goes to his son or 'brother'"*. This confirms a practice that began with the PFR programme in Zahia, which recorded incomers' verbal responses to its survey as stating, *"in the event of my death or departure, my plot should revert to my patron, X"*.<sup>27</sup> When questioned, incomers who inherited land from relatives in Zahia spoke of 'gifts', not 'inheritance', as a means of gaining access to land.<sup>28</sup>

<sup>27</sup> This is what happened with a 1.5 ha plot bought in 1995 for 330 000F CFA by a Burkinabé called Koala Madi, which reverted to a Bété called Dogbo Oré (photomap n° 3D14).

<sup>28</sup> See the case of Lassiné Sanogo (plot n° 208AB, photomap n° 3D14).

## Sales

Selling land is not a new practice in west-central Côte d'Ivoire. Chauveau and Richard (1983: 75) observed that in Bodiba in the 1970s, indigenous people "*preferred to sell land rather than put it under crops as its 'value' increased. These sales were not necessarily the result of economic conditions, i.e. linked to immediate cashflow needs...but were systematic*". However, this view does not take account of the administrative and political pressure to settle incomers prevalent at the time, or the fact that gifts and sales were a means of ensuring that assignors could retain their rights over the land.

Plantation, fallow or forestland may be bought and sold. Most vendors are indigenous men, although female landowners are permitted to sell if they have inherited land because there were no men in the family, or received it during their parents' lifetime. Most purchasers are from elsewhere in Côte d'Ivoire or neighbouring countries, although certain indigenous groups also buy land. In Zahia, the vendor may retain rights over certain trees such as kola, oil palms and *sioko*, or over certain parts of the estate, such as wetlands. The purchaser can transfer rights to his children or brothers, although he may not sell the land or plantation to a third party in the absence of his patron, as he is required to introduce a new tenant to him.

Although sales are potentially more problematic, they are more common than busan arrangements. The *sous-préfet* in Oumé told us that despite the pitfalls, people still sell land and then complain that the purchaser does not respect the terms of the contract, refuses to pay, to give any produce or respect the social obligations. However, there are faults on both sides, and it is not uncommon for someone to sell the same plot to several people, or use some pretext to raise the price after the transaction has been completed.

Land is sold in two ways, through voluntary or forced sales. Voluntary sales were effected when incomers were settled on the boundaries of land belonging to a particular lineage group or family, to act as 'boundary markers' on land bordering that of people from the same or neighbouring village. In Zahia, local landowners saw the PFR surveys as a way of strengthening their claim to these peripheral lands, and were eager to participate in the survey. Forced sales occur when an indigenous landowner with a financial problem approaches an incomer, who agrees to lend him money provided that the debt is paid off in land. The landowner has little option but to accept, although he may later regret his action. The PFR surveys in Zahia caused a number of conflicts over plots acquired in this way, as former owners contested the existence of such a land transfer and refused to acknowledge the plot was now in another's ownership.

As with conditional gifts, land purchased with the voluntary agreement of the patron is often subject to conditions not specified at the start of the arrangement. Again, the purchaser must show that he is grateful to the vendor for as long as he farms the land. Ouédraogo I. from Bodiba told us, "*When my patron has lots of work on, he gets me to help him clean up his field for free, or carry sacks of coffee and cocoa and split cocoa pods. If I'm not too busy I also work in his plantation without being asked. He's like my father, so his plantation comes first*". Credit is another social obligation inherent in the contract, as N.O., a Tagouna planter, explained: "*I have to give my landlord whatever he asks for, and if I haven't got it I have to go and borrow it...and then pay it back. ...Everyone knows ...landlords don't repay their loans... you don't lend them money, you give it to them*".

Another, non-negotiable, condition on this type of sale is the requirement to seek permission from the original vendor before reselling the land. Non-compliance may result in the original landowner repossessing the land from both purchasers. This clause is fiercely defended by landowners, who stand to lose free labour, presents and a form of revenue from their land if it is ignored. As one young man from Zahia put it, if the land is resold, "*...we no longer get chickens or money, as we did from the incomer we had the agreement with. The person he's sold the land to doesn't see us as his patron because the first taker who resold the land is his patron*".

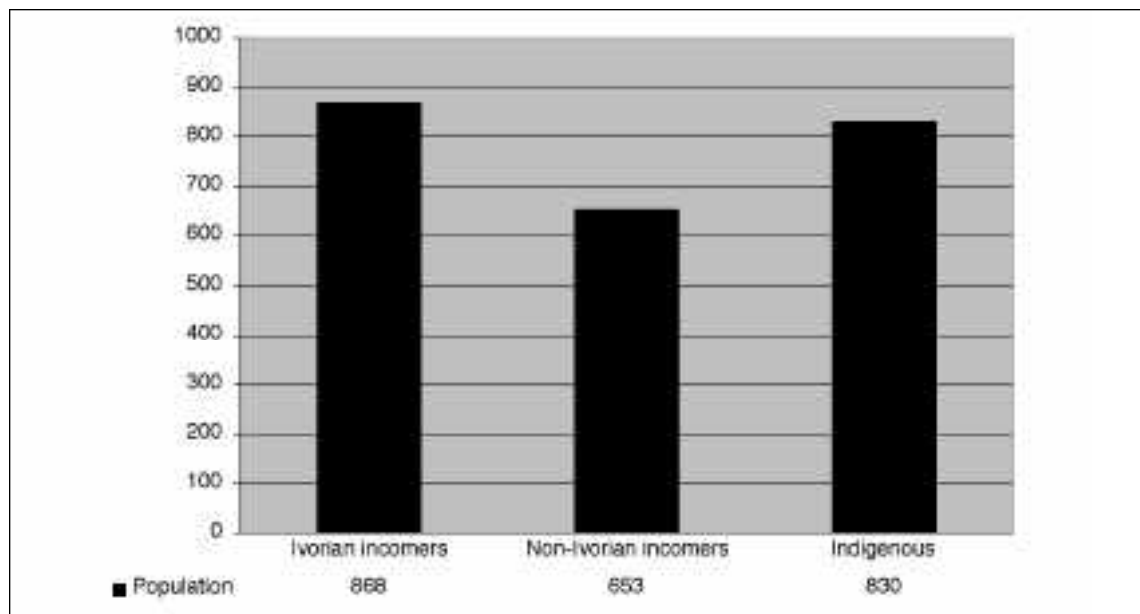
In fact, the vendor only assigns usufruct in this transaction, so the purchaser does not have the right to sell the land without the approval of the indigenous holder of customary rights. If the vendor claims that the purchaser has breached the terms of the contract and wants to reclaim the land, he may only repossess uncultivated areas, or run the risk of the purchaser making a counter-claim for labour and other investments in the land. If the entire plot has been cultivated, the vendor may take the purchaser to the village chief on the grounds that he owes him money. Disputes that cannot be resolved at this level are taken to the police or the *sous-préfet*.

Land for perennial crops currently costs between 100,000F CFA and 150,000F CFA per hectare. In the 1960s it only cost 15,000F CFA, or 5,000F plus a cockerel and some palm wine for large tracts of land in Zahia, but people now pay up to ten times that for less land. In Zahia, young fallow (*kpòkoko*) costs about 10,000F CFA per hectare, mature fallow (*gagbakloi*) 180 00F CFA, virgin forest (*kplagba*) about 200,00F CFA and productive plantations up to 400,000F CFA.

Like gifts, many sales are now contested, particularly by young people. Many of the incomers flooding into Zahia in 1978<sup>29</sup> bought land under contracts that the PFR has registered as “open-ended”, which means that it can be repossessed, while land bought by indigenous people is recorded as a “permanent” (and therefore secure) purchase. Table 8 below illustrates the different means of gaining access to land recorded by the PFR in Zahia, showing that a significant amount of land is purchased.

**Table 8. Different means of gaining access to land in Zahia**

**Population distribution in Zahia according to origin**



Survey conducted by BNETD/PFR in Zahia, 1994-1998

**Troukatlan or troukatalan based on subdividing the plot**

In Dioula, *troukatlan* signifies ‘plant and divide’. This is a new arrangement that enables farmers who cannot afford to buy land to create a plantation, with half the produce going to the landowner. It is still not very common in either study area, although it is more widespread in Zahia than in Bodiba, where *troukatlan* based on intercropped land is more prevalent. The tenant farmer clears a new plantation, planting coffee or cocoa, and once it becomes productive the land is evenly divided between the owner and tenant farmer. The tenant can grow what he likes on his plot and owns the food crops on it, while the landowner dictates what is grown on his section. If the owner grows food crops on his plot, the tenant is responsible for weeding it for one growing cycle.

**SATMACI units in Zahia, 1978-1982**

The SATMACI units were created in 1978 when two lineage groups, the Zahia and Zogboguhé, gave over land to SATMACI (the Society for Technical Assistance for the Modernisation of Farming) in order to participate in a

<sup>29</sup> According to the villagers, the first Baoulé called N’zi Yao arrived in 1953, and the first Dioula, Ballo Daouda, came in about 1965. Most incomers in Zahia are Burkinabé; then Malians, who are mainly from Bougouni; then Baoulé, who are mostly from Djèbonoua; and finally Sénoufo Ivorians from Kolia in the department of Boundiali. Most people living in Dioulabougou, the incomer neighbourhood in Zahia, are Malians, plus some Dioula and Sénoufo. The Baoulé live in big encampments outside the village.

government initiative to promote cocoa production in Zahia. The land was shared out between members of three indigenous lineage groups from Zahia, and an organising committee established, with Kpékpa Justin as vice-president.

When SATMACI withdrew, the former owners reclaimed their land. Kpékpa Justin said that they did this for various reasons: *"when the units were established, landless people got in on them, and now SATMACI has gone they're on land that doesn't belong to them, either still farming it, or renting it out to incomers. We don't like this because we gave the land to help indigenous people, not incomers. Most of the indigenous people renting land to incomers, especially people from Dapéguhé, didn't give any land to SATMACI, and some young people from the village rent their land out secretly...When we gave the land we said it was forever, and we gave 3 or 4 hectares to each indigenous volunteer, but it was a mistake, because... it was too much for one person to farm, so some people worked on one or two hectares and just left the rest"*.

In fact, people have been renting out these plots since 1982, leasing out land not used for cocoa to the Mossi and Dioula, who mainly use it for maize. The land costs between 10,000 and 15,000F CFA per hectare for one growing season. As Kpékpa noted, *"everyone rents out part of their block, but we're complaining about the people who rent out land that doesn't belong to them"*.

When the PFR was implemented, some landowners demanded that the farmers using the land should make a formal statement *"I declare that I have given all my land to SATMACI, and with the new system, I expect to get back any part of the plot that has not been put to productive use"*. Thus they may only recover a fraction of their plot, while the rest is divided between several people who use it for other purposes.<sup>30</sup> Those on the land see themselves as the owners, because *"the government gave it to us, so we have a right to it"*. However, Kpékpa Justin contests this: *"we abided by SATMACI's rules when it was here, but now it's gone we'll ... go back to our traditional system"*. He claims that the objective of the PFR registration is that *"each person (volunteer...) should get land from their lineage group: land from the Zahia lineage group should go to people from Zahia, land from Zogboguhé should go to people from Zogboguhé, and people from Dapéguhé should get out. We Zogboguhé don't have any other land..."*.

A further cause for tension is the fact that the brother or son of the person farming a plot may only inherit it if their father worked on his own land before it was assigned to SATMACI.

**Table 9. Access to land for those interviewed in Zahia and Bodiba**

	'Gift'	Family property	Purchased	Inherited	Not applicable	Total
Zahia	7	26	42	13	12	100
Bodiba	27	12	30	13	18	100
<b>Total</b>	<b>34</b>	<b>38</b>	<b>72</b>	<b>26</b>	<b>30</b>	<b>200</b>
%	17	19	36	13	15	100

Table 9 shows that while gifts are more common in Bodiba than in Zahia, most of those interviewed gained access to land by buying it. Forestland is mainly bought by incomers. Of those surveyed, 85% said that they owned land and thus enjoyed all rights over it: 36% of these 'landowners' had bought their land, 13% inherited it, 17% were given it, and 19% farm it because it is part of their family estate. In fact, according to current customary land law in Zahia and Bodiba, they merely hold rights of use and enjoy usufruct. Only indigenous people who inherited or were given their land may claim to be landowners, because they hold all rights over their land. Thus, ownership must be understood in a customary rather than a legal sense. It is also useful to distinguish between plantation owners and landowners, as anyone can own a plantation, while the underlying ownership of land is only possible for certain individuals, families or lineage groups.

<sup>30</sup> Ahipo, plot n° 279D, photomap 3D140.

## DYNAMICS OF LAND TENURE PRACTICES

### Importance of Different Types of Contract

In both villages, rental and *busan* are the dominant institutional arrangements or means by which those without their own land can start farming, although only 11% of interviewees from Zahia and 17% from Bodiba admitted to using *busan* or *bugnan*. Within this group, 14 said that they decide on how work is organised, 9 reported that decisions are taken by the landowner, and 3 told us that they are agreed by both landowner and tenant. In reality, about 90% of informants rent land for food crops, and about 80% practice *busan*.

With this arrangement, the landowner provides land and the farmer decides which inputs and products will be used on it. If a plantation is already productive, he also provides the workforce. Tenant farmers in Bodiba may state their intention to grow food, while those in Zahia can identify the food crops they wish to grow. Each crop is subject to negotiation, and when the contract is drawn up the tenant must specify what he intends to grow and keep to the agreement, as unauthorised crops will either be removed or the entire harvest appropriated by the landlord. A Baoulé from Zahia reported that this often causes problems: "*I ... told my patron... I was going to grow yams, but actually grew chilli, aubergine and okra... too, because that's what we put in our yam fields. I was really surprised when he got annoyed about it and dug them all up because I wasn't just growing yams*".

With *troukatlan*, the landowner provides the land and decides how the crops will be divided. He buys all the necessary inputs (seeds, saplings, fertiliser, etc.) and equipment, and hires additional labourers as required. Tenants engaged in mixed farming are responsible for the produce, equipment and labourers. In this type of contract, both parties may share costs, but the tenant is always responsible for preparing the soil and maintaining the plot. Plantations are divided equally once the trees are established.

Although the landowner is supposed to inform the tenant of any prohibitions associated with the agreement, the issue of what is not permissible is often tacitly ignored during negotiations over the contract. Unwary or uninformed tenants may later discover to their cost how far-reaching sanctions can be, as they cover a wide range of social *mores* as well as conditions related to farming. These may cover payments in cash and kind throughout the relationship, and various gradations of the financial and social repercussions of stealing or fighting.

Adherence to the terms of the contract depends on the existing relationship between the two parties, with a number of interviewees reporting that the other party was a longstanding friend or a relative. Kinship is not necessarily biological: among migrants it is often social, with the same geographical origin constituting a 'family' link. These relationships minimise the risks of conflict and anti-social behaviour, and are used by prospective tenants to find out about the landowner. Tenants will also seek to find someone close to the owner to act as mediator and guarantor for the transaction.

### Recent Developments in Contractual Practices

Since the 1990s, the increasing scarcity of land in both Bodiba and Zahia, and the emergence of a new generation amongst the indigenous population who feel no obligation to respect the arrangements made by their parents have led many to question previous gifts or sales of land to migrants. However, our analysis of local land tenure practices indicates that terms such as 'purchase', 'sale' and 'gift' are not appropriate in this context. As the director of the PFR observed, "*barely 2% of land comes under modern law: 98% of it is regulated by customary law*". Thus, sales agreed in the past may in fact be seen as open-ended loans, although establishing an incomer on a piece of land does not explicitly give the landowner the right to reclaim that land. The PFR soon recognised the need for customary law to be officially recognised.

One 'tenant' told us that since it is rights of use that change hands rather than ownership, those with land to give out see purchases as long-term loans or rental, with the underlying rights to the land remaining with them, as illustrated by their role as *tuteur* or patron of the 'tenant'. This attitude may also be explained by factors such as the crisis in the plantation economy, increasing xenophobia towards migrants and modern land law, which

reaffirms the rights of Ivorians over foreign migrants. In the Zahia area, the presence of the PFR has also reactivated latent tensions, with indigenous villagers using the PFR land surveys to strengthen their bargaining position with incomers.

As land is increasingly rented out or used for sharecropping, a number of changes have been observed in land tenure arrangements:

- Incomers are themselves employing more and more young local people as monthly or daily labourers, or as sharecroppers (*busan*).
- Young women now work as *busan* in sharecroppers rice fields.
- Many Burkinabé and Baoulé planters rent land to the Gban for food crops.
- Fallow land is rented for food crops.
- Families have started renting out their wetlands, while retaining a small portion for individual use.

In the mid-1980s, in response to the combined effects of drought-related bushfires, the national economic crisis caused by the slump in export crops and growing unemployment, people started contesting previous contracts and sought to repossess land which had been allocated to others. The situation was exacerbated in the 1990s when, after the introduction of a multi-party system, certain politicians accused incomers of monopolising cultivable land and excluding the indigenous population from its own farmlands. It was convenient to ignore the role played by Houphouët Boigny's famous proclamation that "*land belongs to the person who cultivates it*", which had drawn waves of immigrants into forest areas suitable for coffee or cocoa production. The indigenous population took some comfort from the easy passage through the National Assembly of Law 98-750 of 23 December 1998, on rural land tenure, stipulating that incomers may not own land and can only lease land from the State.

This new legislation was reinforced by increasingly assertive moves to keep land under indigenous control. In the past, land assigned to incomers could be passed on to their heirs, but in Zahia, this is now only possible if the incomer introduces his successor to his *tuteur*, while in Bodiba, local villagers decided on the eve of the December 1999 *coup d'état* that if a Burkinabé incomer died or went home, his plantation would revert to his *tuteur*. Problems frequently arise because the children of incomers born in Côte d'Ivoire, where their parents have settled, claim the same rights as children of indigenous villagers, but are still seen as incomers by local people.

Formerly, a woman could only inherit land from her father if she had no brothers. Nowadays, she can hold land given by her father during his lifetime, even if she has brothers. Land sold by the parents of an individual may be bought back or repossessed, as in the case of a former soldier who returned to Bodiba and bought back land that his parents had sold to a Baoulé. Young people are increasingly preoccupied with repossessing land farmed by incomers.

The one instance of incomers' potential rights being increased rather than eroded arises from the increase in the number of land sales, as purchasers now enjoy full rights of use, including that of harvesting and felling palm trees, although the trees remain the property of the assignor.

The conditions of the *busan* contract have changed as the arrangement is increasingly used for perennial crops. Initially, landowners paid incomers for working on plantations by giving them the right to create their own plantation on part of the land, but this is much less common now. Land is rarely given to incomers, who must pay to use it, although they are permitted to keep a third of the produce. Landowners may sell land that they had originally intended to farm through a *busan* agreement. We were also told that the Burkinabé use various strategies to try and convert *busan* arrangements into sales, varying them according to whether the landowner is indigenous or an incomer:

S.Y., a young Bété from Zahia told us that at the beginning of the *busan* contract, the Burkinabé work hard to "*impress their landlord. But when they clear the field, [they]... deliberately leave out a patch of a dozen or so cocoa or coffee plants... and this area gradually turns into scrub... The busan acts as though he is devoted to his boss, but as production drops the landowner starts thinking the field isn't viable... and then, when he needs money, the busan casually offers to buy the unviable plantation*". Once he owns it, he sorts it all out, "*including the bits he'd neglected... and the plantation becomes so productive it's unrecognisable*". A young Gban from Bodiba, J., observed that indigenous people think the Burkinabé are magicians. "*If you sold a Burkinabé a rock he could*

grow coffee or cocoa on it", although S.Y. had a more prosaic explanation for their success: "*indigenous people always fall for it because they're lazy, and don't like working on their plantations. They'd rather be the employer, because it's got higher status*". Having a *busan* or labourer working for you shows that you're 'someone', and is an indicator of social standing.

When the Burkinabé first came to Zahia they worked as *busan* for the Baoulé as well as for indigenous villagers. Then they became landowners themselves, and organised a steady supply of Burkinabé labour that they channelled into their own fields. As the Baoulé became increasingly short of labour, "*tenants only cleared part of their field and the rest reverted to scrub (fallow). Now, one of the implicit rules of the busan arrangement is that plots that become fallow revert to the owner, so when the owner is told that some of his assigned land has become fallow, he says he'll take it back. Then the Burkinabé ...offer to buy it for a really good price, and ...give it to someone in their community who hasn't got any land because they're new to the area*" (S.Y.).

## Combinations of different contracts

Our research revealed that a single plot may be subject to various agreements, such as fixed term loans, *busan*, mortgage, etc. Individuals also use several arrangements to manage different pieces of land: farming some plots, renting out others and pledging other plots; or owning land and farming other plots through *busan*. Incomers working as *busan* on plantations may assign their rights to another family member, although if they do so their tuteur will still hold them responsible for the plantation. Table 10 (see pages 26-27) shows the different combinations of arrangement used in the study sites.

Contracts such as *busan*, *bugnon* and *troukatlan* provide a motivated workforce and numerous fringe benefits for landowners who are short of labour. The system also permits landless individuals to gain access to land, plus the possibility of acquiring stronger claims to land and the opportunity to grow all types of crop. It is not unusual for an individual to be involved in several *busan* arrangements, which give those without their own cocoa plantation the chance to gain income from the crop. The tenant aims to build a relationship with his employer in order to secure the use of a landholding, using the free labour provided by his children to 'help' the landowner.

In west-central Côte d'Ivoire, incomers secure their livelihood by planting trees, while in Bonoua, they have used rental and *bugnon* to gain control of commercial pineapple farms, while the indigenous Abouré confine themselves to perennial crops like coffee, cocoa, hevea and oil palm. There are few new rental contracts in this area, as they are increasingly challenged by the indigenous population amid claims that too many incomers have grown rich growing pineapples.

## Socio-political context

Until 1982, the two main stakeholder groups involved in land tenure arrangements were landowning indigenous elders and non-indigenous labourers or farm hands. In the mid-1980s, the implementation of national policies aimed at promoting food crops and encouraging unemployed youth to return to the land also drew other groups, such as women and young people, into the market for land. Many returnees found that there was little cultivable land available in their village, and attempted to rectify this by challenging the arrangements made by their parents. As pressure mounted, officials and politicians joined the drive to repossess land and give it back to indigenous people by contesting contracts with incomers, who constituted the largest group of 'landholders' and farmers in the region.

Associations and officials representing certain rural areas were among the first to proclaim their 'indigenous Ivorian' identity and, pursue their claims to land given growing willingness to provide official recognition of customary practices. An unpromulgated decree issued on 20 May 1955, recognising customary rights, prompted the indigenous inhabitants of forested areas to reaffirm their rights with regard to incomers. As Bonnacase reported (2000: 52):

*"customary rights thus offered an ideological foundation in the defence of indigenous interests against incomers' claims to land. In 1954, in the southeast, Agni dignitaries drafted a 'land tenure code for the kingdom of Sanwi'*

requiring all non-indigenous farmers to pay the customary landowner an annual fee equivalent to one fifth of the harvest.<sup>31</sup> This code was endorsed by the Territorial Assembly in 1958.<sup>32</sup> In the west-central region, in the Bouaflé district, the Gouro were involved in a similar process, drafting a code in 1956 that accepted the principle of the 'sale' of land to incomers, provided they gave the customary owner a third of the harvest each year, without a fixed term being set for this payment.<sup>33</sup> The following year, the Gouro established another code in Gagnoa, underlining the concept of a 'genuine owner', as opposed to a farmer, who has no right of ownership, even if he cultivates the land for several decades".<sup>34</sup>

However, on 20 March 1963, shortly after Independence, the Ivorian parliament voted in a new law 'abolishing' customary rights. This clearly stated that all unregistered lands not in productive use were part of the national heritage, and were the legal property of the State. The indigenous population took exception to this, claiming that the new code favoured incomers, and the situation worsened when President Houphouët Boigny announced that "*land belongs to the person who cultivates it*". In order to increase its share of the rural vote and boost the national economy through cocoa production and exports, the government promoted dual nationality, changed the rural code to encourage migrants to make productive use of land and supported them against indigenous landowners. Large tracts of land were assigned to incomers as indigenous landowners settled them on the outer edges of village territory in an attempt to consolidate their position and prevent neighbouring lineage groups or villages from encroaching upon their lands.

In 1990 the opposition press seized on President Boigny's decision to call on Ouattara Alassane to become Prime Minister. Its focus on the latter's Burkinabé roots foreshadowed what was to come in the battle for Boigny's successor. After his death in 1993, former Parliamentary President Konan Bédié beat Alassane to the presidency after a campaign denigrating him and accusing him of wanting to rob 'Ivoriens' of their national heritage. Two years later, President Bédié unveiled the concept of Ivorian-ness in a keynote speech at the PDCI convention on 26 August 1995, revamping a nationalist ideology separating the population into three camps: 'true Ivoriens', who were of 'ancient' 'Ivorian stock'; 'false Ivoriens' who had come by their 'adopted' nationality through 'circumstance'; and incomers, who had severely restricted rights. The political arena was suddenly full of philosophers expounding what it meant to be Ivorian, and as political debate focused on ethnic or regional issues, incomers became the scapegoats for all manner of problems.

In the context of land tenure, people 'suddenly' became aware that there were too many incomers on land belonging to 'true Ivoriens'. A new land tenure code drawn up in December 1998 stipulated that incomers may not own land, a privilege reserved for "*the State, public bodies and Ivorian nationals*". However, as one sous-préfet noted, "*it will be difficult to apply this law, as it will have to be implemented parallel to the electoral code on Ivorian-ness... The law says that Ivoriens have rights of ownership, but what about the rights of incomers who have become Ivorian through circumstance? Will they have the same rights as people whose families have been in Côte d'Ivoire for centuries?*"

As the presidential, municipal and legislative elections drew near, conflicts over land flared up between the indigenous population and incomers in the forested area. After the military coup in December 1999, Ivoriens found a new way of classifying themselves: they were either 'and', 'or' or 'neither'. The first group included those whose mother *and* father were Ivorian; the second, those whose mother *or* father were Ivorian; and the third, incomers who had *neither* Ivorian father nor Ivorian mother. Solidarity between immigrants grew with the resurgence of claims to indigenous identity and growing discrimination against incomers, such as the announcement by indigenous Bété in Zahia that in future, plantations assigned to Burkinabé who died or went

<sup>31</sup> Marguerite Dupire, "Indigenous and non-indigenous planters in lower eastern Côte d'Ivoire", in *Ivory Studies*, VIII, Abidjan, National Ministry of Education, 1960, p.217.

<sup>32</sup> APB, Minister of Finance, Economic Affairs, Planning and General Administration, *Regional Study of Bouaké, 1962-1964. Populating the Republic of Côte d'Ivoire*, 1965, study by P. Etienne, p.71.

<sup>33</sup> ASPO, general meeting of the Gouro in Bouaflé, *Customary Charter* compiled by Georges Abitbol, deputy administrator for French overseas territories (6 September 1956).

<sup>34</sup> ASPO ministry of the interior, "*Letter from the chief administrator of French overseas territories to the minister of the interior* (8 November 1957). A government council was set up in 1957, chaired by the chief administrator of French overseas territories, who replaced the lieutenant-governor.



**Table 10. Traditional transactions and new arrangements used in Zahia and Bodiba**

Transaction	Duration	Type of resource	Rights conferred	Dynamics and current developments	Remarks
1. Gift to an indigenous person	Definitive, provided the recipient respects the social norms of the donor's lineage group or family	All types	Enjoyment, transfer of enjoyment rights, and right to grow all perennial crops	Still exists between members of the same indigenous family	Respects norms, social rules, taboos and prohibitions.
2. Conditional gift to migrants	Indeterminate	Forest for plantation development	Enjoyment, transfer of enjoyment rights, and right to grow all perennial crops	Increasingly rare between indigenous people and migrants	<ul style="list-style-type: none"> <li>- This type of agreement between indigenous landowners and migrants has become rare since the economic crisis in the 1980s.</li> <li>- Symbolic gifts expected from migrant to patron.</li> <li>- The migrant must respect the prohibitions, habits and customs of the land giver.</li> <li>- Land may be reclaimed, but this type of arrangement is often converted into a sale when the plantations are productive.</li> </ul>
3. Busan or bugnon	One year, renewable	Mostly plantations	Harvest is shared (the farmer receives between one third and one half), as is the cost of inputs, harvesting and transport	<ul style="list-style-type: none"> <li>- No longer exclusive to incomers</li> <li>- Increasingly used on fields where food crops are grown (rice)</li> </ul>	If the owner supports the farmer, he is expected to provide extra services as well as working in the plantation, and must spend one day a week working on the owner's food crops. He may harvest any produce for his own consumption, but is not permitted to sell it.
4. Mortgage or pledge. Two forms, according to whether or not the loan is repaid at the end	Usually 2 or 3 years	Coffee, cocoa and cotton plantations	All rights are temporarily transferred to the taker, except the right to dispose of palm nuts and wine	In Zahia, the debtor is expected to repay the loan before recovering the plantation at the end of the agreed period; while in Bodiba, he recoups his plantation without repaying the loan	

Table 10 continued

Transaction	Duration	Type of resource	Rights conferred	Dynamics and current developments	Remarks
5. Rental of land by indigenous people to migrants	Single growing cycle, with option to renew contract	Applies to land used for food or annual crops	Enjoyment, rights of use, no plantations or long-term investments allowed		Nowadays this arrangement is often covered by a written contract.
6. Regenerating an old plantation by migrants and indigenous people	3 years or more	Plantation or fallow	Enjoyment, rights of use, no plantations or long-term investments allowed	Upholds social clauses in land tenure arrangements	
7. Sales/purchases: usually between indigenous landowners and migrants, occasionally between migrants	Indeterminate for the vendor, although the purchaser sees it as a permanent transfer	All types of resources, but mainly land for perennial crops	All rights except the right to sell to a third party without permission from the initial owner	The purchaser is obliged to make regular gifts to the initial owner	Written transactions
8. Surveillance or guardianship of land between kin, mainly among indigenous people	Limited (until the beneficiaries or owner recover it)	All land, particularly plantations	Rights of use and shared income from plantations; no fixed rules	Upholds social clauses	
9. Seasonal loan (dondonli)	Short-term, usually limited to one production cycle	Fallow and wetlands for food crops	Enjoyment, no plantations or long-term investments are allowed	Rare	- Still used, based on trust between owner and beneficiary.  - Replaced in most cases by rental.
10. Long-term loan ( <i>singanli</i> ) between indigenous landowners and migrants	Indeterminate; duration not specified at the start of the agreement	Fallow	Enjoyment, in principle no plantations or long-term investments are permitted, but in practice is converted into plantation	No longer used	Replaced by rental and 2 forms of troukatlan as described below.
11. <i>Troukatlan</i>	a) Straightforward association of temporary crops over 1 or 2 cycles	Land for plantation			The recipient clears and maintains the whole plot and grows his own rice or food crops, while the owner plants his own cocoa or coffee.
	b) Cleared land shared for an unspecified period	Land for plantation			The recipient plants perennial crops, and the plantation is shared equally between him and the landowner.

back to Burkina Faso would revert to their *tuteur*. This overturned the previous rule that incomers could retain farming rights by introducing their successor or beneficiary to him.

Most conflict or tension between indigenous people and incomers in the west-central region arises over land ownership, and one might therefore assume that the increasing frequency of temporary rental contracts should reduce tension, since within such contracts the underlying land rights are not subject to contest. However, recent conflicts in the zone of Bonoua show that even these contracts may bring tension in an environment hostile to incomers. In this south-eastern zone, where rental is the practice most commonly used and sought by incomers, they have been forbidden to farm land on their own account since January 2001: now they can neither rent nor borrow it. The report from a youth meeting held in Bonoua noted that *"no land may be assigned to an incoming community, for any kind of activity. Owners of such property will be fined 500,000F CFA, and the tenant will have to stop farming it"*. Incomers are thus restricted to working as labourers for indigenous landowners, and not permitted to earn more than their indigenous neighbours.

## CONFLICTS, INSECURITY AND STAKEHOLDER STRATEGIES

The pressure on land and political tensions that started building in the 1980s came to a head in violent clashes that swept the country at the end of the 1990s. In 1998, several people died in a conflict over land tenure that erupted between indigenous Guéré farmers and Baoulé incomers in Fengolo, a village in the *sous-préfecture* of Duékoué in western Côte d'Ivoire. In September 1999, over 20,000 Burkinabé were chased out of western Côte d'Ivoire, and the situation deteriorated after the military coup in December that year. On 28 August 2000, about 1,500 people, 1,100 of whom were Burkinabé and 300 Baoulé, were forced to leave the village of Trahé, some 40 km from Grand Béréby. The daily newspaper *Le Jour*<sup>35</sup> ran a report on the "bloody confrontations between the Guéré and Burkinabé" caused by conflicting land tenure claims between indigenous people and incomers, and conflicts also flared between families and villages like Osrou and Agninmangbo, which clashed in May 2000 over a single plot of land.

This final section analyses disputes and tensions over land, which mainly involve the rights of ownership at stake in sale contracts, inheritance and gifts. Contracts allocating derived rights cause relatively few conflicts.

### Causes of Conflict in Zahia

The five principal types of dispute over land tenure in Zahia usually arise over rental, gifts, sales and inheritance.

#### Failure by the recipient to comply with the terms of the contract

##### *Arrears in payment*

The purchaser rarely settles the agreed sum outright, but makes a down payment covering the vendor's short-term cash needs, and pays the balance as a lump sum or over several harvests. If the balance or a certain portion of it is not paid, the vendor has several options. He may assign the land to another purchaser, farm it himself, or complain to the purchaser's extended family and the customary or administrative authorities, demanding immediate payment and withdrawing the land if it is not forthcoming.

##### *Failure to respect social obligations*

This type of disagreement centres on the failure to respect the social obligations inherent in land tenure agreements, such as the purchaser 'taking care' of his *tuteur*. The additional services he is expected to provide determine the validity of the contract, future opportunities for transactions for both the farmer and his 'family', and social harmony. Although they are theoretically voluntary, these services become virtually obligatory for the farmer who has not settled his account in full. The purchaser is obliged to provide help whenever his *tuteur* needs it, which may involve giving some of the harvest, providing free labour for certain tasks such as splitting cocoa pods, or feeding labourers hired by his *tuteur* for weeding or harvesting. Failure to fulfil these obligations may result in the purchaser being excluded in favour of a different farmer or, if negotiations break down entirely, by the *tuteur* himself.

Most tension over derived rights to land arises because the *tuteur* stops getting little presents and other 'help' from the farmer, who is seen as having become 'ungrateful' and 'disrespectful'; or because the farmer feels that the *tuteur* is abusing his position, and therefore he stops helping him.

Indigenous people told us that while the Dioula and Mossi are open to negotiation, the Baoulé are much less amenable, particularly those in Zahia, who broke all the rules governing social obligations by keeping a tally of everything they gave their *tuteur* and trying to use it to offset what they owed him. Such disputes over outstanding debts are settled by the arbitrating authorities, which issue a document stating that the debt has been settled when the farmer pays the outstanding balance. In principle, this marks the end of the social relationship between the *tuteur* and his 'son', the farmer, who then assumes that he holds 'ownership' rights over the land. In reality, social mores dictate that it continues much as before, because, as an elderly Baoulé from Bodiba observed, "you don't get angry with your father". In terms of rights to tenure, the document neither clarifies nor confirms the existence of a contract.

<sup>35</sup> N°1851, 11 May 2001: 3.

***Failure to respect plot boundaries***

Rental and fixed loans may be contested if the tenant ignores the agreed boundaries, and arrangements, such as *troukatlan* based on subdividing the plot, also cause disputes when the boundaries within cultivated land are not respected.

***Failure to grow crops specified in the contract***

If the assignee plants crops other than those specified in the contract, the landowner may dig up the plot or harvest the offending crop himself. Rental contracts are particularly prone to this kind of dispute.

***Change in the status of the land***

In this case, village land was requested for the SATMACI project, stripped of customary rights and placed at the disposal of SATMACI, which earmarked it for its employees. When the project failed and withdrew, the State could no longer lay claim to the land, so the original owners chased the occupants off it and re-appropriated their plots.

***Failure to comply with the agreed method of sharing produce or income from its sale***

This type of dispute involves *busan*, *bugnon* and *troukatlan* based on intercropped land. It arises when a *tuteur* accuses the farmer of hiding or only declaring part of the harvest.

***Allocating land to another without the knowledge of the indigenous owner:***

Another cause of contention is the assignment by the recipient of all or part of his plot to a third party, without telling his mentor or vendor that he has done so.

**Illegal sales**

Conflicts also arise between individuals, families, lineage groups or villages when an indigenous landowner sells the same plot to several people at the same time or sells or rents out land that does not belong to him, his family or his lineage group. Young adults sometimes sell land belonging to their parents or another third party, usually to incomers who don't know who the land belongs to. The most common reason for doing this, particularly among returnees to their home village, is to earn money to emigrate to Europe or America. When this type of transaction is exposed, the lineage group, family or individual that sold the land must reimburse the wronged purchaser. In Zahia and Bodiba, some disputes of this kind go to court and the guilty party is sent to prison.

**Challenging inheritance*****Young adults***

Indigenous inheritors may contest the amount of land left to them by their parents, ask incomers to hand back part of the area allocated to them, buy back part of the land that is not being used productively, or threaten to repossess land, whether or not it is being farmed. Disputes also arise when beneficiaries come of age or return from migration and claim that the person looking after the land (who may be the uncle or brother of the deceased) has taken advantage of them or abused his position; or when the guardian refuses to return all or part of the land he is meant to be looking after. In Zahia, the PFR land surveys caused occasional disputes between heirs by revealing boundaries or measurements that were not common knowledge among members of the family, lineage group or village.

***Incomers***

When an incomer wants to transfer his land 'assets' through inheritance, he must inform his *tuteur* of his intentions and introduce him to the intended beneficiary, as the former will want to maintain his influence over the new tenant. If presented with a *fait accompli*, the *tuteur* may repossess his assets and dispose of them as he wishes. This can cause acrimonious disputes, which have to be taken to the village or lineage chief, or even the *sous-préfecture* or courts.

**Contested boundaries**

There are many disputes over land and boundaries in Zahia, arising within indigenous and within incomer communities, between indigenous people and incomers, and sometimes within families and between villages. If

they cannot be settled within the village, such disputes are taken to the administrative authorities, where they are settled by government officials who may originate from the village or have some kind of link with one of the parties.

One such conflict occurred in Zahia between the Zogboguhé lineage group and the village of Loboguiguia. The Zogboguhé felt that the Loboguiguia had taken some of their land, and the matter was taken to members of the lineage group, then the Zahia village chief and other lineage chiefs, and finally the *sous-préfecture* in Daloa. However, it has not been resolved. The land chief of the Zogboguhé lineage group gave the following account of this episode:

*"When I went to see the sous-préfet, he put together a delegation of influential people from various other villages... that he had chosen to settle land tenure issues in the region... They spent one night in Loboguiguia, the next in Zahia, and then made an appointment to meet each party in the disputed area so they could assess the situation. When it got dark they went off and never came back, so I went to the sous-préfecture again. This time, the sous-préfet himself went with his deputy... a farmer in the forest... and the secretary general of the sous-préfecture... They went to the disputed area with me and the village chief from Loboguiguia, and promised to make the previous delegation come back and tell us the outcome of the assessment. That was the last we ever saw of them".*

## **Non-compliance with the terms of the contract by the landowner or a member of his family**

The most common reason for a person who has given land to another, or a member of his family to break or contest the terms of a contract is the affirmation by indigenous groups that they are 'true Ivoirians' with first claim on their national land heritage. The Burkinabé used to be seen as the most socially-integrated incomers, but are now discriminated against on the grounds that *"they don't want to work for us any more. Now they've got everything, they don't give a damn about anyone... so they should get out. We've had enough... indigenous people have been let down right across the board. We're fighting for survival"* (an indigenous Guéré in Goya, in the sub-prefecture of Bloléquin, as reported in *Le Jour* n° 1854: 3).

Non-indigenous Ivoirians are also seen as incomers, and the Bété in Zahia maintain that people cannot have two village territories, one in their region of origin and another in Bété country. This assertion was endorsed in a speech by the Minister of Defence and Civil Protection on his visit to western Côte d'Ivoire: *"land belongs to its owner and not to the person cultivating it, so an Ouläi from Bloléquin cannot be a landowner in place of a Dago in Lakota. Rights of ownership are conferred by customary law"* (*Le Jour* n° 1854: 3).

Since the late 1980s, returnees to villages have been contesting sales made by their parents without their knowledge, although they continue to use the social clauses in these contracts as an excuse to demand 'a little something' from the incomers farming the land. And while the older generation acknowledge the fact that such unauthorised sales have increased pressure on land, they continue to look for buyers.

## **Causes of Conflict in Bodiba**

According to the *sous-préfet* in Oumé, the Gban, who were the first to occupy the region, lost almost 50% of their land by giving or selling it to foreign migrants. In the 1950s, local politicians encouraged people to assign land, and over time disputes over tenure became common as incomers grew rich farming the land that had been ceded to them by the indigenous population.

The causes of conflict are many and varied, as can be seen from the list below:

- Failure to respect boundaries.
- Theft of a plot after its assignment by an indigenous landowner.
- Unauthorised settlement of a farmer on land.
- Reclaiming ownership, as when a Gban wants to redeem a plot given to an incomer. This type of claim is also made by young people wanting to repossess land sold or given by their parents.
- Women seeking recognition of their rights to land. This causes about 10% of complaints made to the *sous-préfecture* in Oumé, which are often made by beneficiaries who have been denied their rights by the

customary tradition that *'no woman is in the right'*. The *sous-préfet* usually decides in their favour if they have a case, citing the 1964 law of succession. The three examples below illustrate the type of dispute he has to resolve.

### **Case 1**

A married woman inherited land from her father, which was commandeered by his nephews:

*"She was the dead man's only daughter, and her cousins appropriated all the land for a good 10 years, without any regard for the poor woman... We argued for about two hours before one of them admitted he was actually the dead man's nephew, not his real son; so he's not a legal beneficiary... When the truth came out, I told the woman to take her land, and gave her a paper recording the verbal report on the ruling. Then her cousin said she had to pay him 2 million F CFA for having farmed the plantation, but when I told him to come and see me so we could work out what he'd earned over 10 years he ran off and hasn't been seen since".*

### **Case 2**

A woman has young children whose inheritance has been appropriated by her dead husband's adult children from another marriage:

*"This woman was complaining on behalf of her children, because her dead husband's older offspring... had taken much of the land. I told them they weren't the only sons, and went to see how many hectares their father had left and divided it by the number of children. The woman manages the land now, and will pass it on to her children when they grow up".*

### **Case 3**

A woman inherited land from her husband, which was then taken by his brothers:

*"We asked them to give it back to her because she had children; if she'd been childless we would have split the plantation... and given 60% to her and 40% to the deceased's family. But the woman should get everything whether or not she has children from this marriage, because a husband usually works with his wife, and if he dies she should keep the land".*

The *sous-préfet* explained that there are few conflicts over derived rights such as *busan*, *"because people always sort it out with their tuteur. Someone coming to the region wanting a plantation isn't going to issue his tuteur with a summons if things go wrong; he'll grin and bear it, because if all goes well he'll be given some land to settle on after 4 or 5 years"*.

He also told us that most conflicts over wetlands involve the Baoulé. *"When they first came they took the upland areas, which are good for coffee and cocoa, and didn't want the wetlands. They do now they've got nowhere left to grow food crops, but the Gban won't have it because they say they gave the Baoulé 'firm ground, not wetlands'. The Gban are complaining because they want the Baoulé to bring them something at harvest time and acknowledge that the land belongs to them... When the Baoulé came to see me, they lied and said they'd been given wetlands at the same time as the firm ground, but the truth came out... and they acknowledged that they wanted to take over ... the land."*

These disputes often arise when contracts are renegotiated, and in such cases, the loan or gift is transformed into a rental agreement.

In May 2001, in an attempt to ease tensions between rural communities and 'clarify' the situation, the Minister of Defence and Civil Protection in the new FPI government stated that land belongs to its owner and not the person farming it. Most disputes or conflicts over land tenure concern the appropriation of land, while derived rights rarely cause conflict as they are regularly renegotiated, and are therefore more secure. The major risk that *bugnon*, *busan* and tenant farmers have to guard against is being denied access to the land they cultivate before the end of the contract. Although this has happened in Bonoua, where incomers can no longer rent land, the social clauses and arrangements between landowner and farmer usually help prevent antagonism over land from becoming too bitter or widespread. Other practices used to secure rights, such as the use of witnesses or written recognition of rights, also contribute to the prevention and settlement of disputes.

## Modes of Recourse and Arbitration

Disputes over land tenure cut across various social groups, and arise between members of the same lineage group or family as well as between incomers and indigenous people. In our research, 13% of those interviewed admitted to recent involvement in disagreements or disputes that had been resolved. As there are several dimensions to disputes over land tenure they are eligible for different kinds of arbitration, depending on the type of contract and the identity of the protagonists. The official hierarchy of arbitration is shown below. However, it is not recognised by the customary authorities, which believe that the relationship between arbitration procedures is based on complementarity and not on a rigid chain of authority.

Magistrate → *sous-préfet* → canton chief → village chief → lineage chief

The various possibilities for recourse have created a very complex situation in which contacts play a key role, so one person may go to the village chief while their opponent heads for the *sous-préfet*. Institutions also compete with each other to demonstrate their effectiveness and thereby legitimise their authority; political parties and their representatives want to prove their mettle, while the gendarmerie or police may also act as intermediaries to prevent a case going to court.

When the *sous-préfet* cannot settle a dispute, he advises an amicable settlement before the village chief, or failing that, sends the protagonists to the magistrate. In Oumé, a minor case may last for 2 or 3 years, so local people prefer to avoid the expense and settle disputes at the *sous-préfecture*. The village chief from Donsohou said he preferred this option: "I send cases straight to the... *sous-préfet* because he is my superior in the hierarchy, and we can keep it in the family. People may get sent to prison if they go the gendarmerie, and the case will have to go to court".

Procedures for rulings or arbitration vary according to the local power structure, and social networks play an important role in determining the outcome of a dispute. In Zahia, 'Monsieur le député' and his younger brother, the village chief, are key players in procedures for validating land tenure contracts and settling disputes, while in Bodiba, the village chief has less authority than the more charismatic head of the PDCI committee. The mechanisms for regulating land tenure work well as long as the *sous-préfet* and the village chief or local dignitary 'respect' each other – i.e. are on the same side, but in a system favouring those with well-placed contacts, it is not uncommon for past rulings to be contested after changes in the fortunes of a particular politician or party.

## Formalisation of Contracts and Arrangements Arising from Derived Rights

The formalisation of contracts is a response to, and an attempt to redress, lack of security over land. In the past, all contracts were oral, but as land insecurity intensified, incomers started 'securing' their rights by procuring papers describing and validating the contract. One Gban told us, "our ancestors didn't write down their contracts, but nowadays we use papers to acknowledge a debt. They have to be signed in front of the village chief, and no contract is valid unless it is written and has been witnessed by him". The process of formalising contracts by committing them to paper in front of witnesses mainly involves the sale and purchase of land, rental and pledging. N.O. from Bodiba explained, "when you buy a plantation and it becomes productive, you register it by getting papers from the agricultural extension agents in Oumé. When you want to do this, you tell your tuteur and you go there together. You pay for his food and transport, and give the agricultural extension agents about 30,000F CFA for the paper. Then when they come and measure your field<sup>36</sup> you have to be hospitable and give them something to eat and drink. I think these papers give 'unlimited' security, because if you die they will cover your family and children". The paper established by the land register is considered to be an 'ownership title' for the landowner, although it has no legal value.

<sup>36</sup> The field or plantation has to be marked out to give an indication of its surface area, and while this is being done boundary markers are laid.



## Documentation and its importance in local practices

In both study sites arrangements are ratified by various documents, ranging from 'chits' to agreements.<sup>37</sup> Regarded as 'identity papers' for plots and farms, these are the two most common documents in Zahia, apart from the accreditation or plantation certificates issued by SADR, the agency for the national domain and rural affairs.

Chits are used to record all monies paid in the course of a land tenure arrangement, and are signed when the rental contract, pledge, purchase or sale is agreed. For sales and purchases, the amount paid at each transaction is recorded. Agreements are only established at the time of sales, and are signed when the outstanding balance has been paid. They are validated by witnesses and one or more competent authority.

In Bodiba, local people use the generic terms '*papier*' and '*reçu*' for all written documents pertaining to sales, rental and pledges. Some *sous-préfets*, particularly in Daloa, have encouraged informal procedures for securing transactions, and will settle disputes in favour of protagonists who can produce a written document to back up their claims despite their lack of legal status.

Documents are systematically used for sales, purchases or pledges of land or plantations, and although the practice is relatively recent in both study sites, records of rental contracts for land and wetlands became more widespread in the 1990s. The earliest documents were issued in 1950 in Zahia, and 1968 in Bodiba. Young indigenous returnees and incomers, who tend to accumulate papers, are most likely to formalise their land rights in writing. We counted twenty documents in Bodiba and twenty-five in Zahia, although it should be noted that this was only what people were prepared to show us. During the survey in Bodiba, some incomers thought their papers would be taken away if rights were renegotiated, and therefore claimed that they had no papers, or that they were being looked after by someone who was unavailable. We heard of four incomers from Zahia and two from Bodiba who had had land withdrawn from them.

## Different types of document and their content

Most of the different contracts described below are drawn up locally, while others are issued by the *sous-préfet* or a private office. None mention the social obligations or services unrelated to land tenure required for the smooth operation of the arrangement.

### *Unvalidated contracts between individuals*

These hand- or typewritten papers record the price of the sale, rental or pledge. As they are often drawn up by individuals who have received little or no education, many contain mistakes and omissions, and we came across one in Bodiba that was undated, failed to specify the amount of land or method of payment involved, did not indicate whether there were any witnesses to the transaction, and did not specify that the transaction being documented was a sale until the fifth line.

### *Contracts between individuals validated by one or more authority*

**Customary authority.** In Zahia, the village chief validates agreements or sale agreements by signing and stamping them, noting the name of the village, the function of the signatory and his post box in Daloa. This type of document is no longer used in Bodiba.

**Administrative or political authorities.** Some sale certificates and guarantee certificates are signed before witnesses and certified by the *sous-préfet*. A certificate of agreement signed at the *sous-préfecture* in Daloa will not necessarily include the name of the signatory. Different agreements or formalised sale agreements are also validated at the *sous-préfecture*. When Côte d'Ivoire was a single-party state, some general secretaries and MPs in the PDCI from Daloa signed certificates and sale agreements.

<sup>37</sup> See appendices for several examples of papers by Koné, M., Chauveau, J-P, 1999.

**Plantation certificates and plot surveys.** Although these documents have no legal value, people keep them to use as proof of the link between themselves and the disputed field in the event of a disagreement. An agent from the Society for Rural Development (SDR) told us the procedure for getting a plot surveyed: *"the farmer writes to the SDR care of the sous-préfet, and then gets his neighbours on the plot to agree to get tracks cleared. A date is set for a visit to the site and the neighbours are invited to come along, although we've found that they only come if there are problems between them or disagreements over the tracks. If they don't turn up we assume that everything is OK with the plot"*.

Because the PFR plot surveys were extensively covered by the media and heavily promoted locally, people saw them as a kind of guarantee of rights. The verbal report (PV) noted by the PFR is signed by the person assigning land to another, farmers on neighbouring plots and the 'tenant', and the presence and signature of the landowner gives the document considerable legitimacy. However, the PFR does not cover land farmed under contracts.

**Verbal reports on the settlement of land tenure disputes.** These documents describe the history of the dispute and the judgement handed down, occasionally give advice to the protagonists. They cover sales, gifts, inheritance and some pledges and are signed at the sub-prefecture or before the courts.

## Level of security provided by documentation

Documentation is used in both the state system and in local practices for securing land claims. The state system, which developed from the new rural land tenure code, has been called into question by both the indigenous population and political and legal officials, who have been quick to note that, as it stands, the land tenure code cannot be used to settle disputes because it stipulates that ownership can only be established by a land tenure certificate that is not yet available. As the different structures created by legal enforcement orders and the officials responsible for land rights surveys have yet to be put in place, *"the law is inapplicable, because nobody has held land tenure certificates since the promulgation of the code in 1998"* (*Le Jour*, 27 June 2001, n° 1887: 2).

Many tenant farmers and people acquiring land or plantations register transactions several times in an attempt to ensure security of tenure. With access to several avenues of recourse, their best bet is to accumulate as much documentation as possible in the hope that they will have the papers to obtain a favourable judgement should they get involved in a dispute.

## CONCLUSION

The arrangements and institutional practices used in both study areas have evolved in response to the national political situation, agricultural policy and land tenure reforms, as individuals and stakeholder pressure groups representing both incomers and the indigenous population fight to retain their rights, which are subject to permanent renegotiation.

Flexibility is the key to survival, and to succeed, systems must adapt to altered circumstances. During this research, we noted changes in the relative importance of different forms of access to land and labour. New agreements and practices have emerged in response to socio-political developments, while old rules and existing agreements are applied to new situations and picked up by new groups. For example, *busan* and *bugnon* are no longer the exclusive preserve of male incomers seeking to farm plantations, but are used by women and traders wanting to grow food crops, and indigenous people trying to cope with the shortage of cultivable land.

This type of secondary access to land no longer applies solely to perennial crops, but has been adapted to cover new farming systems, and the terms of the arrangement have evolved so that the produce from *busan* or *bugnon* is shared out according to the quality of the soil, labour requirements, provision of inputs, etc. The system for dividing produce may also be reversed, with two-thirds or half going to the tenant farmer, and a third to the person providing the land.

Attaining security in the midst of change is no easy matter, and as land tenure rights are constantly renegotiated at grassroots level, stakeholders also have to contend with moves by the State to formalise the regulation of rental agreements and rights of ownership previously acquired through customary procedures by non-Ivorians. Clearly, the land issue will continue to play a very important role in local and national politics in Côte d'Ivoire for a long time to come.

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**Gaining rights of access to land in West-Central Côte d'Ivoire** describes the various means by which people gain access to land in two study sites in central Côte d'Ivoire. As in many other parts of the country, there have been very high levels of in-migration into former forested areas, with people seeking land to establish coffee and cocoa holdings. As forest has been cut down and land has become scarcer, the terms on which incomers can acquire access to land have tightened and shifted towards a combination of sharecropping, mortgage and rental contracts. Cash is now a very frequent element in these transactions. The study examines the evolution of such arrangements and analyses the principal factors which help explain these changes. These comprise not only economic, but also political, demographic and social processes which affect the interests and negotiating powers of different actors.

This paper is one of four research studies on **Derived Rights of Access to Resources in West Africa**, which forms part of a broader programme of research work undertaken jointly by the UK and French governments on **Land Tenure and Resource Access in West Africa**. Activities have been led by the Drylands Programme, IIED, London and the Groupe de Recherche et d'Echanges Technologiques (GRET), Paris. A longer version of this research report is available in French from GRET. Email: [lousori@gret.org](mailto:lousori@gret.org)

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