

iiED

GRET



Share Contracts in the Oil Palm and Citrus Belt of Ghana

Kojo S. Amanor
with Maxwell Kude Diderutuah

Land Tenure and Resource Access in West Africa



iiED

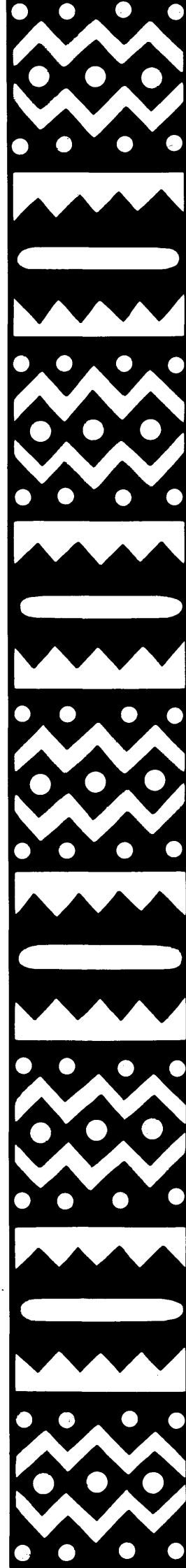
GRET



Share Contracts in the Oil Palm and Citrus Belt of Ghana

Kojo S. Amanor
with Maxwell Kude Diderutuah

Land Tenure and Resource Access in West Africa



SHARE CONTRACTS IN THE OIL PALM AND CITRUS BELT OF GHANA

Kojo Sebastian Amanor with Maxwell Kude Diderutuah
February 2001

Copies of this publication can be obtained from:
SMI (Distribution Services) Ltd, P.O. Box 119, Stevenage, Hertfordshire SG1 4TP
Tel: +44 1438 748 111, Fax: +44 1438 748 844, orders@earthprint.co.uk

Citation: Amanor, K.S., with Kude Diderutuah, M., 2001. **Share Contracts in the Oil Palm and Citrus Belt of Ghana**. International Institute for Environment and Development, London.

The authors can be contacted at:
Institute of African Studies
University of Ghana
Legon
Ghana
Tel/fax: +233 21 502397
Email: ksamanor@hotmail.com

Cover photo: © Anna Tully / Panos
Design: Andy Smith
Printing: Russell Press, Nottingham, UK
Printed on: Sovereign Silk 115 gsm (ECF)

This document was prepared for the UK's Department for International Development (DFID) as an output of a joint programme of work funded by DFID and the French Ministère des Affaires Etrangères. The views expressed, however, remain those of the principal authors. DFID can accept no responsibility for any information provided or views expressed.

ACKNOWLEDGEMENTS

This paper forms one of a series of outputs from a broader programme of work undertaken jointly by the UK and French governments on **Land Tenure and Resource Access in West Africa**. The main objectives of this programme have been to:

- enhance the research capacity of West African researchers and their institutions;
- foster collaboration between anglophone and francophone countries of West Africa;
- further the level of knowledge on land tenure and resource access issues in West Africa and their implications for policy and practice contributing to sustainable development;
- make such information accessible at all levels through publications, workshops and policy documents, thereby nourishing debate within the West African region regarding the options and implications of different tenure policies for equity, productivity, sustainable livelihoods and social justice.

The programme has been jointly financed by the UK's Department for International Development (DFID) and the French Ministère des Affaires Etrangères. Activities have been led by the Groupe de Recherche et d'Echanges Technologiques (GRET), Paris and the Drylands Programme, International Institute for Environment and Development, London.

CONTENTS

ACKNOWLEDGEMENTS	i
TABLE OF CONTENTS	ii
INTRODUCTION	1
Share contracts in Ghana: the literature	1
Origins of <i>abusa</i> and its subsequent development	3
NEW ABIREM AND THE NEW OIL PALM AND CITRUS BELT	7
Mamanso	8
Research method	8
Cropping systems	9
Tenure arrangements	10
Family, owned land and user rights	10
Purchase and clearance rights	11
Inheritance rights and family property	11
Gift	11
User rights	12
Land leasing	14
Share contracts	14
Weeding contracts	21
Labour	21
Managing farm plots with different tenure relations	22
CONCLUSION	24
POLICY IMPLICATIONS	25
REFERENCES	27
Figure 1: The New Abirem area of Akyem	7
Figure 2: Orchard crops grown at Mamanso	9
Figure 3: Food crops grown at Mamanso	10
Figure 4: Number of farm plots cultivated by farmers in the survey	10
Figure 5: Source of land given as gifts	12
Figure 6: Source of user rights	12
Figure 7: Tenure relations on plots cultivated by different age groups	18
Figure 8: Relatives involved in share contracts	19
Figure 9: Tenure relations of farmers cultivating two plots	22
Figure 10: Tenure relations of farmers cultivating three plots	23
Figure 11: Tenure relations of farmers cultivating four or more plots	23
Table 1: Ethnic origins of sample	8
Table 2: Land tenure relations at Mamanso	13
Table 3: Conditions of tenure under different cropping systems	13
Table 4: Different share contract arrangements	15
Table 5: <i>Aseda</i> payments for share contracts	17
Table 6: Source of help in weeding	21

INTRODUCTION

Share contracts are a common feature of the forest zone in Ghana. They involve a negotiation between landlord and tenant over access to land, labour and capital. They may agree a division of the harvest, or a division of land into two portions, one for the landlord and the other for the tenant. Thus they do not strictly refer to sharecropping alone. In the Akan language the generic term for these relations is *ɔ́máyeńkyɛ* (weed and let us share). Share contracts are further referred to as *abusa* (share into three parts) or *abunu* (share into two parts, i.e. divide in half). Before the 1950s, share contracts were synonymous with the *abusa* system, but during the 1950s in some areas of the Eastern Region the *abunu* system came into existence as land became scarcer (Pogucki, 1955). While share contracts were originally associated with cocoa farming, they are increasingly applied to many other crops.

This paper traces the evolution of share contracts within the forest zone of Ghana, based on a case study in the settlement of Mamanso, in the New Abirem District of Ghana's Eastern Region. It argues that the *abusa* and *abunu* systems have been transformed from the relations that were typical of the classical colonial cocoa economy. It shows how share contracts have changed from a relationship between migrant labourers and landowning citizens, into a relationship between local citizens, land hungry youth, and landowning family elders. Within this arena, it has undergone subsequent metamorphosis from a relationship between landowning family elders and youth into a relationship between close kin. Land relations between mothers, fathers, maternal uncles and their children, and between siblings are no longer defined by generalised reciprocity based on the "amity of kinship". They are now the subject of written contracts, typed up by Commissioners of Oaths, and drawn up according to clearly defined procedures with witnesses. Agricultural production has become highly commoditised, and this process of commodification has brought many changes to the "family farm" and associated social relations (Binswanger and Deininger, 1993). Share contracts both express and disguise new ways of allocating, dispensing and transacting land.

The first part of this paper traces the history and development of share contracts in Ghana and in the Akyem area, and shows how the share contract has evolved to express the interactions between land, capital and labour interests. In Ghana, share contracts developed in the colonial period in the context of the creation of labour reserves, and the migration of labour from these areas into the mining and export production enclaves of the colonial economy. With the decline in migrant labour, most labour within the Eastern Region has been recruited from local youth who work on a casual basis. Farmers who cannot afford the cost of hiring this labour seek to sharecrop their land with youth. This has implications for access to family labour. As land becomes increasingly scarce within the family, youth withdraw their labour from their families and work outside their kin group as casual workers or share tenants. However, with growing competition for land in the New Abirem area, there is now increasing competition for share contracts. To gain access to land, youth now negotiate share contracts with their families. This takes place within the context of new oil palm and citrus fruit development, both of which are seen as lucrative, but capital intensive. Since many of the elders who control land cannot afford to develop their own plantations, they are demanding a share in this new business in return for access to land. The second part of this paper examines land relations in the settlement of Mamanso, the different routes by which to access land, and the role and frequency of share contracts.

Share Contracts in Ghana: The Literature

Share contracts are common in the forest zone of Ghana, but have not been the subject of a large literature. The first important work to focus on them is Polly Hill's *Gold Coast Cocoa Farmer* published in 1956. This work examines the cocoa industry by focussing on labour arrangements. Hill rightly argues that "it is impossible to understand the organisation of the social structure of the cocoa industry without studying the system of employment of *abusa* labourers - often called caretakers". Hill identifies the *abusa* system as the dominant form of labour relationship in the cocoa industry of Ghana: "most of the Gold Coast's cocoa may, so far as one knows, be plucked by *abusa* labourers". In this study Hill defines three different *abusa* relations: the *abusa* labourer, the *abusa* caretaker, and what can be called the *abusa* land tenant.

1) The *abusa* labourer worked on a cocoa plantation that had already been established. He weeded the cocoa farm, plucked the cocoa, fermented and dried the beans and marketed them, receiving in return one third of the proceeds for this work. The landlord provided him with tools, clothing, and a plot of land on which to cultivate food.

- 2) A second variant identified by Hill was the *abusa* tenant system. The *abusa* tenant was a migrant without rights in land, who approached the stool (the chief) for land to cultivate cocoa. He was allocated a piece of forest land, which he cleared and where he established a cocoa farm by his own labour and capital, without assistance from the landlord. He received no tools, food, inputs or seeds from the landlord. When the farm started bearing, he paid one third of the proceeds to the chief and retained two thirds.
- 3) A third variant, which Hill identified as a peculiarity of Akyem Abuakwa, involved the tenant making the farm as outlined above in 2). During the early years of farm establishment the tenant lived by selling the food crops he planted among the cocoa as shade crops. During the early years of fruit bearing he was allowed to keep all the cocoa harvested. However when the cocoa came into full bearing, the *abusa* land tenant took one third of the cocoa plantation as his own land, the rest going to the landowner. Hill notes that this system was sometimes used to cover a sale or grant of land.

During the colonial period, the paramount chief of Akyem Abuakwa had attempted to prevent the sale of land to strangers, on the basis that customary land was not sold to strangers, and that he had a right to a share of such transactions. The *abusa* land tenant system, developed as a mode of land transaction through which sub-chiefs (divisional and town chiefs) could acquire their own cocoa farms by providing access to virgin land and receiving some years later a developed cocoa plantation. This system also meant they could circumvent the paramount chief. They could thus get income from land which would otherwise be allocated to other citizens to cultivate. Similarly, landholders could disguise transactions of land with strangers, by masking this as an *abusa* relationship. Hill (1963:16) argues that in Akyem Abuakwa (the first new frontier zone for migrant cocoa farmers), *abusa* originated as "a convenient means for the stool of granting land to strangers". The *abusa* labour contract evolved subsequently as a means of attracting labour to work on already established plantations.

This theory is supported by Austin (1987), who has argued that in Ashanti, *abusa* did not develop until the 1930s. Before this, farmers hired wage labour to establish plantations. *Abusa* developed in the economic depression of the 1930s, when farmers had difficulty in finding the money to pay wages.

A second work that focuses on share contracts is Robertson's (1987) *The dynamics of productive relations*. The Ghana case study in these essays on share contracts is, unfortunately, not based on original fieldwork. While it was published in 1987, many of the sources it draws upon date from the 1960s and earlier. It therefore fails to take into account the significant structural transformations within the cocoa industry that occurred during the late 1970s. The most important omissions relate to the decline of cocoa production and its replacement by a wide range of food crops and other tree crops; the transformation of *abusa* from a relationship between migrant labour and landlords to a relationship between land surplus and land hungry households; and the subsequent development of the *abunu* system in a wide range of crops, in which landlords could claim a half share instead of the traditional third of the crop.

Perhaps, the most interesting argument presented by Robinson is that *abusa* has developed from a means by which landless farmers acquired land, into a relationship concerned with the management of mature cocoa farms (i.e. the *abusa* labourer system). He argues that the *abusa* labourer system does not offer the tenant security in land, nor the long term interests needed to encourage new investment necessary to revitalise the industry. However, with the decline in migrant labour following the Aliens Compliance Act of 1969, the *abusa* labourer system has become much less common. It has been increasingly replaced by the *abunu* tenant system which is being applied to a new range of food and plantation crops that are replacing cocoa. The tenant is responsible for planting the food farm or plantation, and receives a half share of food crops or a half share of the plantation. This new division takes into account the investment of tenants in seed, inputs and hired labour.

Robinson's analysis of *abusa* tends to be apologetic. He is anxious to contest the image of migrant tenant farmers as oppressed share-croppers. He argues that "*abusa* has the effect of 'de-classing' rural society" (p.79) that "share-cropping has come to mediate between wages and rent by providing a programme through which the landless labourer may acquire his own farm" (p.78). He develops an "ontogenic" analysis of *abusa* contracts, tracing the development cycle of *abusa* tenants. He classifies two different types of tenants - migrants and relatives - and argues that relatives often begin as *abusa* tenants on their relative's land, though eventually manage to become farm owners. He argues that a similar cycle occurs for many migrant tenants, who start out as *abusa* labourers, become *abusa* tenants and end up as landowners. However, he does not provide any statistical data for the occurrence of these different categories. His view is not substantiated by Hill (1963) who states:

the southern labourers were drawn from farther afield - they were mainly Ewe, not northerners. Few of these labourers have evolved into farmers (though there are some interesting exceptions) - a fact which provides yet another reason, if such is needed, for viewing the migratory process historically.

Arhin (1985) also argues that most of the landless farmers migrating to the Western Region to take part in the cocoa industry rarely raise above the position of labourer or *abusa* caretaker.

Robinson also tends to exaggerate the numbers of relatives working as *abusa* caretakers in the past. While their existence in the 1960s and early 1970s is supported by Okali (1983), much of the evidence for their existence derives from an analysis of disputes which prompts her to comment: "the position of caretaker per se, once parties are related in any way, would seem to be precarious from the point of view of all parties involved" (p. 125). The relatives described by Okali work as *abusa* caretakers, rather than *abusa* land tenants. They essentially work as administrators of mature plantations for relatives, who supply them with all the inputs necessary for farm management. The main problem in using close relatives as caretakers is that this arrangement is inevitably affected by their obligations to assist their maternal uncles and fathers on their farms, and their rights to gain access to land through inheritance and "gifts" in return for services rendered. Kinship establishes the expectation of the exchange of goods and services on the basis of general reciprocity (an unspecified future benefit rather than a calculated immediate benefit), rather than through contractual obligations.

The majority of share tenants in the 1960s were migrants. By the 1980s, in the Eastern Region migrants had been replaced to a large extent by local share tenants, drawn mainly from land hungry youth from outside the kin group. It is only in recent years that kin relations have begun to get involved in share contracts, as land has become short, and disputes developed over how family land is allocated.

In a survey of tenure within the new oil palm belt of southern Ghana in 1989-1990, Gyasi (1994) found that 53 percent of farmers gained their land through rights of inheritance or gift from family members or through tilling uncleared forest, while 42 percent gained their land through a combination of sharecropping and leasing land. Twenty eight percent of farmers gained land through share contracts, of which the dominant was *abusa*. However, Gyasi notes that the *abunu* system was expanding at the expense of *abusa*. Within the Kade area, share contracts were most developed and accounted for 39 percent of land holdings. Gyasi also reports intra-family conflicts over palm plantations on family land, with family members demanding a share of the harvest because they were established on family property. He records instances of oil palm farmers who preferred to fell the palm trees and return the land to the family rather than share the fruits of their labour.

Similarly, Amanor (1999) records that in the Kwae area, during the early 1990s, family heads were reluctant to release land for oil palm or citrus orchard development to young farmers, since this tied up land for a long period of time and prevented other farmers from using it. Orchards on family land have become the prerogative of family heads and powerful elders. Since land is becoming increasingly scarce, many of these elders are using family land for their own interests. However, when they die, the successor responsible for control of the family estate may order the return of the land to the *abusua* (lineage) and destruction of the plantation. In other instances, land is only allocated to family members for orchard crop development on condition that a third share is given back to the lineage or family head (*abusuapanyin*). Under these conditions of conflict and insecurity, many farmers prefer to seek land for orchard crop development from sources other than family land, and prefer share contracts to the demands of the *abusua*.

Origins of *abusa* and its Subsequent Development

In the nineteenth century *abusa* referred to a system of rent paid to a chief or a landlord which was originally associated with gold mining. In *Fanti Customary Law*, first published in 1897, Mensah Sarbah (1968) writes:

Owners of land where gold and other minerals are found give permission to miners to work thereon. These men open mines and sink shafts, and the customary rent is known as Ebusā, which is a division into three parts of whatever the mines produce, whether gold, or quartz, or other minerals. To the landlord belongs one-third. But whenever gold nuggets are found in such mines the landlord takes one-half.

The owner of land covered with timber is entitled, in the absence of express agreement, to one-third of all logs, beams, and other timber gotten or felled on his land by tenants; this one third is given him in kind, or its value paid in money, as the owner shall direct (p.73-74).

He further elaborates on the mining sector:

But in such mining districts as Wassaw, Sefwhi, Apollonia, and Aowin, the purchase of land does not include the minerals. The ownership of the minerals is vested in the king's stool. When the purchaser mines, he is bound to give the stoolholder the usual Ebusā; if however, he allows others to mine, he is entitled to claim from them one-third as his Ebusā, and of this the stool-holder gets a third (p.93).

Here, *abusa* is defined in two different senses. As the political overlord of the land, the suzerain has the right to a third share of the wealth produced by his subjects. However, those who have acquired rights to work the land can subsequently contract these rights to tenants who work the land with their own labour and capital, in return for a third share of the wealth created.

In Akyem Abuakwa the *abusa* principle was extended to export crops in the late nineteenth century. This was first noted in 1885 when the *Okyenman* (ruling) council agreed the rights of chiefs to collect *abusa* (a third share) on rubber and cola. In 1901 the *Okyenhene* (paramount ruler of Akyem Abuakwa) attempted to extend *abusa* to land purchases through redefining customary rights:

It is the fashion and customary from the beginning of this Akim throne whenever any of the Akims had to ma[k]e a sale of land or happened to obtain a rock or any valuable metal from any part of any land the party is bound by our rule, to give up one third of the said product to the stool, but nowadays the people are unwilling to do as is customary to be done¹.

There is little historical evidence for the application of *abusa* to agricultural land. Although there are oral traditions that record people settling on purchased land, there was no land market and frequently land was granted freely to migrants and refugees. Thus, from the 1830s when Dwaben refugees started fleeing into Akyem Abuakwa following civil war in Asante, they were freely given land on which to settle. The present capital of the Eastern Region, Koforidua, lies on land given freely to Dwaben settlers by the Akyem Abuakwa rulers. However, by the late nineteenth century, land sales began to become common in Akyem Abuakwa as migrant cocoa farmers from the Akuapem and Krobo areas began to move into Akyem Abuakwa in large numbers.

In the early nineteenth century oil palm was the main export crop. The main producing zones lay in Krobo and Akuapem. These areas were able to take advantage of their proximity to the coast to develop export-oriented production. Oil palm was head-loaded to Accra from Akuapem and transported down the Volta river by boat from Krobo. Agricultural export production in the interior of the forest was hampered by a lack of infrastructure development. In areas such as Akyem Abuakwa agricultural production was essentially for domestic production and surplus income was largely earned through small scale gold mining.

The development of oil palm production in the Krobo area involved expansion into new land. During the late eighteenth and early nineteenth centuries this land was acquired by force from weaker neighbours. However, the state of constant skirmishes with neighbouring people over land eventually became an impediment to the development of a flourishing oil palm trade. The Krobo chiefs sued for peace with neighbours, offered compensation for land seized, and then offered to buy any other land that the neighbours were willing to part with. By the 1860s the Krobo began to purchase land from the Begoro division of Akyem Abuakwa, opening up the colonisation of large empty tracts of semi-deciduous forest (Amanor, 1994). Akuapem farmers also expanded into the Kukurantumi area during this period.

During the second half of the nineteenth century, palm oil prices became depressed, as a result of competition from petroleum products and the opening up of large scale oil palm production in Southeast Asia. Prosperous farmers and traders began to search for alternative fields of investment. The most successful option was cocoa farming in Akuapem.

¹ National Archives of Ghana, ADM 11/1/281. Letter from Amoako Atta I to Honourable Colonial Secretary, 25 June 1901, quoted in Addo-Fening (1997:132).

However, cocoa was more suited to the moist forest of the Akyem area than the drier forest of Akuapem. Cocoa also grew better in recently cleared mature forest than in fallow land. Cocoa farmers rapidly moved beyond the Densu river, purchasing land in the low populated areas of southern Akyem Abuakwa from chiefs during the 1890s. This sale of land created problems and led to friction between chiefs and people, and between paramount chiefs and sub-chiefs. Local people were aggrieved by the way in which chiefs were selling land to enrich themselves and worried by the future consequences of this loss of land to migrants. In a number of instances, chiefs were destooled for selling land. The paramount stool of Akyem Abuakwa, which did not control much land in its own right, was concerned with getting access to a share of the proceeds from land sales being reaped by divisional chiefs. Thus, the *Okyenman* ruling council of Akyem Abuakwa attempted to extend the concept of *abusa* to land sales. After 1912 the *Okyenhene* tried to prevent the sale of land by divisional chiefs to migrants, although in fact land sales were often tolerated if the *Okyenman* was rewarded by sub-chiefs with a part of the proceeds (Addo-Fenning, 1997; Rathbone, 1993). While this edict was widely flouted, giving out land to migrants on an *abusa* basis became a means of circumventing the demands and restrictions of the *Okyenman*.

The early land purchasing migrants from Akuapem, Krobo and Anum were followed by other migrants from the southeast, who did not have the capital to purchase land but sought work as labourers within the cocoa industry. Once the profits to be made in cocoa became apparent, Akyem landholders also became interested in its cultivation, but lacked the necessary labour to invest in plantations and the capital to invest in labour and seeds. Instead of selling off their land to migrants, farmers realised that they could come to an arrangement with migrant labour to develop cocoa farms over which they retained ownership. The *abusa* tenant system developed as a contractual arrangement between landless migrant labour and Akyem landowners for the development of cocoa. Migrant tenants cleared mature forest and planted cocoa plantations using their own capital. They maintained the cocoa plantation and the yield was divided into thirds, with the tenant taking two thirds. An alternative arrangement (the *abusa* land system) involved the cocoa farms being shared once they came into bearing, in which the landowners took two thirds of the land and the tenant the remainder. Through the *abusa* mechanism the chiefs and landowners of Akyem Abuakwa were able to acquire considerable holdings in cocoa.

During the 1920s, significant numbers of migrants from northern Ghana and Burkina Faso (Upper Volta) began to migrate into the cocoa belt, to earn money to pay colonial tax obligations. Colonial tax policy in these areas was deliberately aimed at creating labour reserves and forcing migrant labour into sectors of economic importance. In the Gold Coast the aims were to force labour from the north of the country to work in the gold mines of the southern forest country. Labour from the Mossi area was drawn to the expatriate cocoa and coffee plantations in south-eastern Côte d'Ivoire and for public works programmes in Côte d'Ivoire and Senegal (Amanor 1998; Léonard, 1997; Chauveau and Léonard, 1996; Skinner, 1965). However, in both instances migrants found the cocoa industry of the Gold Coast more attractive. Farmers and landowners in the Akyem area could draw on this migrant labour, who were employed as annual labourers, piece workers, or *abusa* labourers. The annual labourer came to work for a season before going back to his hometown. He was paid at the end of the season after harvesting and selling of the cocoa, returning home with his cash, or bicycle and other goods purchased. He was allowed to establish a food farm to feed himself and generate a little money. He was provided with tools (such as cutlass), clothing, housing and food, but was expected to run errands for his landlord, fetching water, pounding yams, etc. (Hill, 1956; Adomako-Sarfoh, 1974). The *nkotokuano* system involved the labourer being paid a fixed rate for every sack of cocoa he harvested (Hill, 1963). Long term resident migrants in the south usually worked as *abusa* caretakers on established cocoa farms, and received a third of the cocoa harvest each year for maintaining, harvesting and processing the seeds.

Akyem landlords were able to get cocoa plantations established using *abusa* land tenants, and then find an *abusa* caretaker to manage their share of the plantation, without having to expend any capital on hiring labour or making the farm. Through this process chiefs could alienate large areas of virgin stool land and develop them into plantations. As a result, as shown by Hill's economic survey of Akyem Abuakwa, the majority of cocoa was being tended by *abusa* labourers, the vast majority of these being of migrant origin (1957). At Kwaben and Bansa 94 percent of cocoa was tended by *abusa* labourers, 93 percent at Anyinam, 87 percent at Abomoso, and 53 percent at Moseaso. The majority of these were migrants from the "Northern Territories" (Northern Ghana and Mossi), Basare (Northern Trans-Volta and Togo), Ewe and Krobo. Only 16 percent of the *abusa* labour were from the local Akyem. By the early 1960s Hunter (1963) estimated that 98.6 percent of the land in the New Suhum (Densu area of southern Akyem Abuakwa) was cultivated by migrants.

By the 1960s land scarcity began to be felt in Akyem Abuakwa. With the loss of virgin forest land, young farmers

no longer had the option to go out and clear new land, and became dependent upon their parents and grandparents for land. Households had insufficient land to meet the needs of all their members, while elderly folk had often placed their land with migrant caretakers. Under these conditions, growing resentment began to be expressed towards migrants by local youths. This also found expression in the national chauvinism that developed in the late 1960s under the Busia government. "Aliens" were blamed for the malaise in the Ghanaian economy of the time, and accused of taking jobs and filling opportunities that could be filled by Ghanaians. At the end of 1969, an Aliens Compliance Act was introduced giving "aliens" without registration papers two weeks in which to leave the country. Many traders were forcefully ejected from the country and had to rapidly dispose of kiosks, shops and goods to eager Ghanaian buyers. The impact of this policy on the cocoa sector had not been thought out. In many areas, particularly in the Eastern Region, Sahelian migrants were harassed leading to a major exodus of agricultural labour. Once these effects became apparent, attempts were made to introduce legislation that would enable cocoa labourers to stay, but this could not stem the tide of anti-alien sentiments and the exodus of labour (Amanor 1998).

Adomako-Sarfoh (1974) reports that after the Aliens Compliance Order, the Sahelian *abusa* labourers were replaced by Ghanaian labourers from northern Ghana and by locals from the forest zone. Annual labourers became scarce since many Ghanaians were not prepared to serve in this capacity. After the overthrow of the Busia government in 1971 an attempt to review the Aliens Compliance Order and encourage the return of Sahelian cocoa labourers was "demonstrated against" by rural youth (*ibid.*). Young men from the local area have moved in to fill new roles in the agrarian economy, working as casual labourers and as crop share tenant farmers.

From the 1970s onwards there has been an increasing struggle between youth and elders within the agrarian economy over access to land and control over labour. Many rural youth are unwilling to work on their family farms, since they are not given sufficient land for their own farming needs. They prefer to work as share tenants on other people's land or to gain an income through hiring themselves out as casual labour. Elders are reluctant to release land to their sons and nephews since these young men are not working for them, and they will lose the revenue they might have got through *abusa*.

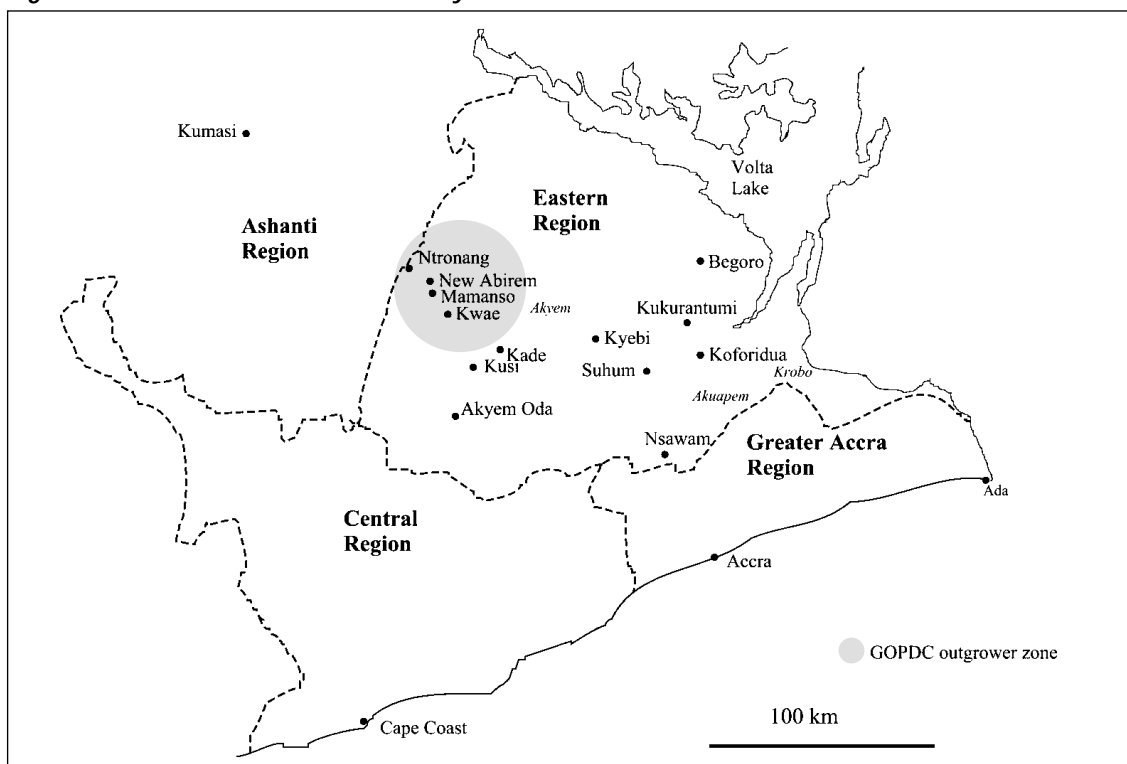
Since the late 1940s, the cocoa industry in the Eastern Region of Ghana has suffered from crisis, linked to the problems of rehabilitating old plantations. By the 1950s much of the cocoa in the Eastern Region was old and suffered from disease, particularly viral swollen shoot disease which had assumed epidemic proportions. Much of the cocoa in the Eastern Region had to be cut down and replanted with new varieties. However, rehabilitating old plantations is a difficult and costly process. It involves considerable expenditure in inputs and labour to contain pests and weeds. Many farmers are unable to meet these costs, and in old cocoa areas the margins of return are low since they have to compete with cocoa production in new frontier areas. Cocoa prices are also depressed as a result of surplus world production. In Ghana the main cocoa production area has shifted from the Eastern Region and Ashanti into Ahafo and the Western Region. From the 1950s onwards, aspiring cocoa farmers in the Eastern Region have migrated to Ahafo and the Western Region to acquire new virgin land for cocoa production, rather than rehabilitate old cocoa plantations. Within the Eastern Region, a large number of farmers have moved from cocoa into food crop production, since the costs and difficulty of producing cocoa are too great. Other farmers are moving into new plantation crops, mainly citrus and oil palm, which have also become subject to crop share arrangements. The arrangements for these crops include both *abusa* and *abunu*, and are worked out on the basis of the labour and capital involved in the cultivation of the crops in question and the returns to labour. Scarcity of land is another factor influencing share contracts. In an area where land is particularly scarce, a crop may be farmed on the *abunu* system while in another area where land is not so scarce, the same crop will be farmed on the *abusa* system. Personal ties, trust and reputation are also of importance. Land may be given to kin on *abusa* terms while it would be given to strangers on *abunu*. A farmer with a good reputation may be able to negotiate for an *abusa* contract while a young aspiring farmer, with no established record will have to seek land on *abunu*.

NEW ABIREM AND THE NEW OIL PALM AND CITRUS BELT

The New Abirem and Kwaebibirem districts of Akyem Abuakwa were originally major cocoa producing areas, but from the early 1970s they have become the centre of the new oil palm belt. The origins of this development lie in the 1950s when government began to promote oil palm cultivation by small farmers and provided imported improved seed. During the 1960s, state oil palm plantations and research centres were developed, and the Oil Palm Research Centre was established at Kusi near Kade. During the 1960s increasing imports of vegetable oils into the country created concern about the need to increase oil palm production. By the 1970s, the Ghana Oil Palm Development Company (GOPDC) was established as a joint Government of Ghana and World Bank project. An area of 8,800 ha of land was allocated to the project in the Kwaie area and farmers found their land expropriated by government (Daddieh, 1994; Gyasi, 1992; Amanor, 1999). The GOPDC production strategy established three production domains:

- 1) A nucleus plantation and processing mill with hired labour;
- 2) Supervised smallholders, allocated a portion of the GOPDC concession on which they produce palm fruits for the company according to the dictates of the company. Failure to comply with the prescription of the company can result in ejection from the land;
- 3) Outgrowers, growing oil palms on their land with loans from the company in seed, fertiliser and other inputs, on which compound interest is charged. The outgrowers undertake to supply the company with all their produce until the loan is paid off. The contract usually lasts over a period of 25 years. Failure to deliver fruits to the company can lead to the company taking over the land of the farmer until the loan (including compound interest) is discharged.

Figure 1: The New Abirem area of Akyem



While many farmers initially embraced the outgrower contract, attracted by the loans in kind, there has been considerable concern about the nature of the contract. A large proportion of the outgrowers consider the GOPDC to be "cheating", since the price paid by GOPDC is lower than the domestic market price for palm oil. They also do not understand the procedures by which GOPDC arrives at its computations of compound interest and the share

of produce taken to pay off loans and interest. However, they recognise the productivity of modern oil palm plantations and many have sought to develop their own plantations, using row planting techniques and modern varieties. These are known as “private” palm farms in contrast to GOPDC plantations. These plantations produce oil largely for the urban market and not for GOPDC. The main constraint on their expansion has been the capital outlays involved in acquiring the necessary inputs and labour.

Modern oil palm varieties need large quantities of moisture to yield well and they are mainly grown in low lying areas. On the slopes of hills other crops are planted. This includes citrus, cocoa, cola, and food crops. Citrus is a crop which has become popular in recent times. It began to be cultivated during the 1970s in the New Abirem district and has further expanded in the 1990s. Citrus fruits are largely produced for the urban market, although a company that squeezes oranges into juice at Akyem Oda now buys fruit from farmers. Cola plantations are a peculiar characteristic of the New Abirem area, and were established from the early part of the 20th century. In most cola producing areas, cola trees are preserved in fallow land and cocoa plantations rather than cultivated as a monocrop.

The main food crops grown are plantain, cassava, and cocoyams with some maize, yams and vegetables (okro, garden egg, pepper and tomato); the maize and cassava are usually inter-cropped, pure stands of maize, cassava and vegetables. Rice is grown in valley bottoms but in recent years has been displaced by oil palm plantations. The combination of plantain, cassava and cocoyam has in the past been grown with cocoa, providing shade for young cocoa saplings and other fruit trees. Thus it is usual to find, during the first two years of a tree crop, farm food crops planted in between the fruit tree seedlings.

Mamanso

Mamanso is a settlement of Dwaben migrants who moved from Ashanti into Akyem Abuakwa in the late nineteenth century. Originally they settled at Kwaben among the large Dwaben section there, before moving on to land allocated to them by the Akyem Abuakwa chiefs at Mamanso. While they still maintain their Dwaben connections, they consider Mamanso to be their home town. Mamanso also has a zongo (stranger) town of Hausa, Zarma, Zugu, Grunshi and Gruni peoples, who largely specialise in the cola nut trade, purchasing, bulking and preserving kola and transporting it to markets in Ghana and the Sahel. There are a few migrant farmers at Mamanso, mainly Ewe and Krobos, but most migrants live in surrounding hamlets, on land their ancestors had purchased in the early part of the 20th century. Only a few people from northern Ghana or neighbouring Sahelian countries work as tenant farmers or farm labourers. In the 1984 census Mamanso was recorded as having a population of 1,502 living in 116 houses.

Research method

Three questionnaires were used to gain information on land tenure systems at Mamanso. The first was administered to 106 people and recorded the various farms established as well as the tenure and labour arrangements found. This sample consisted of 43 men and 63 women who had 247 farms between them. Youth were well rep-

Table 1: Ethnic origins of sample

	Frequency	Percent
Mamanso / Ashanti Dwaben	51	48.1
Akyem	14	13.2
Adangbe	12	11.3
Northern Ghana	1	.9
Ashanti	12	11.3
Fanti	6	5.7
Akuapem	4	3.8
Ewe	3	2.8
Kwahu	3	2.8
Total	106	100.0

resented with 42 percent of the sample under 35 years of age and 88 percent 45 years or below. Migrants were also represented in the sample, comprising 52 percent of the sample.

The second questionnaire was administered to 33 tenant farmers and the third questionnaire to eleven landlords (some of whom were also tenants). These enquiries attempted to elicit more in-depth information on tenure arrangements and perceptions of tenure, using an informal approach and allowing farmers to discuss their personal experience.

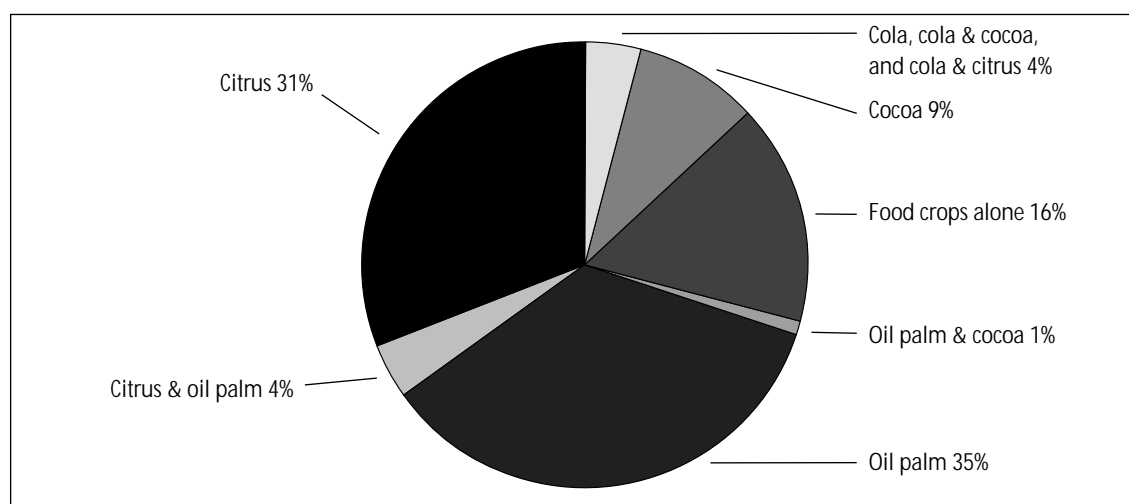
Cropping systems

The dominant crops grown at Mamanso are orchard crops. Seventy-four percent of farms in the survey comprised plantation crops alone, 16 percent of farms were devoted solely to food crops while 11 percent consisted of orchards intercropped with food crops. The orchard food intercrop essentially involves orchard seedlings, since after three to five years, food crops will not do well under such a canopy of shade. Hence the area under tree plantation is increasing while the area under food crops is falling over time, as more land is brought into cultivation.

The main tree crops grown are oil palm, citrus, coffee and cola (see Figure 2). Oil palm was grown on 40 percent, citrus on 36 percent, cocoa on 11 percent and cola on 4 percent of farms in the survey. Cocoa, once the main crop, has declined considerably as a result of problems with rehabilitating old plantations, vulnerability to disease, cost of pesticide applications and declining world market prices.

The main food crops grown are an intercrop of plantain, cassava and cocoyam to which other crops can be added, such as maize, yams and vegetables (see Figure 3). This intercrop was found on 20 percent of farms in the survey. The second most important cropping system is sole stands of cassava found on 4 percent of farms, and vegetable cropping systems, garden egg or combination of garden egg, okro and hot pepper were only found on one percent of farms. Other food crops cultivated in small quantities include maize and valley bottom rice.

Figure 2: Orchard crops cultivated at Mamanso



Farmers frequently cultivate several farm plots in different areas, on which they plant different crops or the same crops. These plots are often held under a range of institutional terms. They may reflect different areas which ancestors had cleared in the forest, or attempts to augment insufficient land acquired through inheritance, or other forms of transfer within the family. Figure 4 shows the distribution of farm plots between men and women farmers. The most common number of farm plots is two, but significant numbers of farmers also cultivate either a single plot, or more than two.

Figure 3: Food crops cultivated at Mamanso

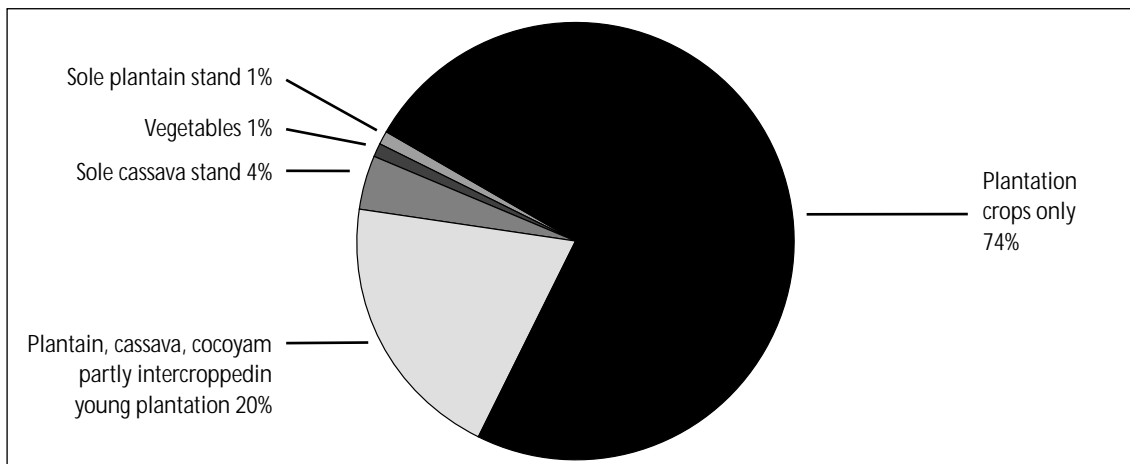
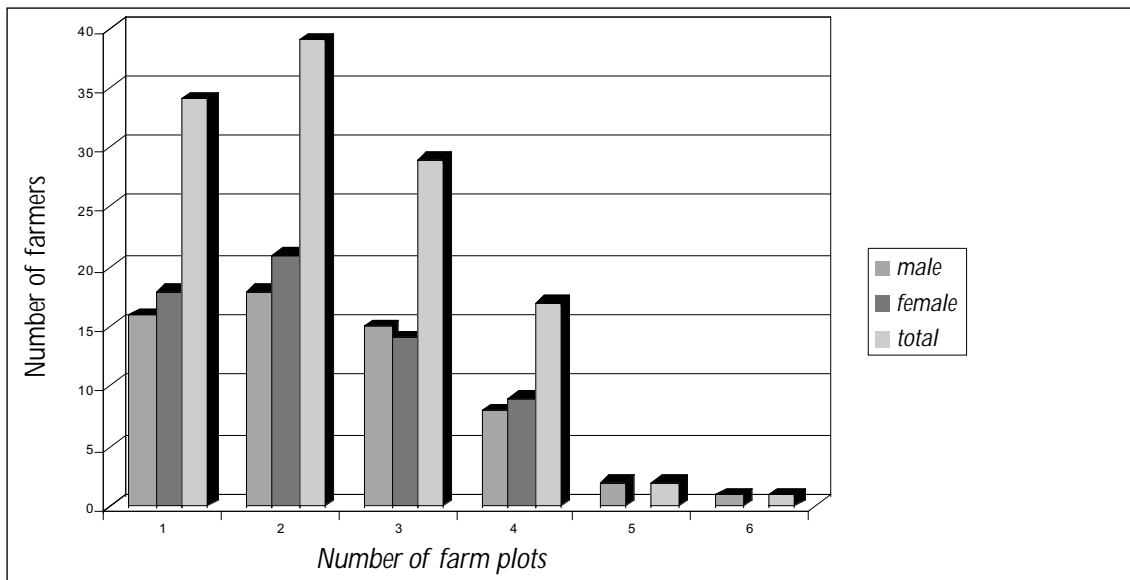


Figure 4: Number of farm plots cultivated by farmers in the survey



Tenure Arrangements

A wide variety of tenurial arrangements occur in the Ghanaian forest economy. These can, however, generally be classified into four different types of relation:

- 1) family or owned land;
- 2) land lease;
- 3) share contracts;
- 4) weeding contracts.

Family, owned land and user rights

Land ownership involves a spectrum ranging from individual rights acquired through purchase or through clearing mature forest, to rights to use a piece of land temporarily. Since economic relationships often take place in the context of kinship and social relations, these are frequently characterised by notions of generalised reciprocity and service. By helping elders on their land and serving them, youth gradually build up rights and interests in land. However, multiple rights in land are common, since an individual has used family wealth to create new property,

or has created the property with the help of various kin relations, including members of the lineage, spouse and children. Through service, individuals gradually build up rights to use a piece of land, and as they become senior they acquire the power to manage land affairs, allocate portions to relatives, and participate in decisions concerning family land. Through purchase, a person can acquire individual rights to dispose of land as they please, but these individual rights are also tempered by the existing webs of reciprocity and service. Thus, rights in property can be classified into four different relations to the land:

- 1) rights acquired through purchase or clearing virgin land;
- 2) rights acquired through descent and inheritance;
- 3) rights acquired through gift;
- 4) user rights in land.

Purchase and clearance rights

Land purchase is rare at Mamanso, with no examples recorded in the survey, although cases had occurred in the past. It had been the mode through which migrants got access to land. However, they had purchased the land from stools rather than individuals, while today there are few, if any, reserves of stool land. The only conditions under which land is sold concern an urgent need of cash for an emergency expenditure, such as to pay the court costs of a family member, to raise bail, or for urgent medical attention. Under these conditions, the land is leased for a long period (such as fifty years) rather than alienated outright. Land sales are frowned upon, and it is generally upheld that "we do not sell land here". Rights established through clearance of primary forest and its conversion into crop land have also become rare as a result of the decline of virgin forested areas. Most land that is not in active farming is now under fallow.

Inheritance rights and family property

Inherited land is "family land" that is passed from one generation to the next. For the majority of Mamanso people this is passed down the matrilineal line. The line of transmission is from mother's brothers to sisters' children. At Mamanso, only 11 percent of the farms surveyed had been inherited. The land is usually put under an *abusua-panyin*, the senior in the line of inheriting siblings, who administers the family land and distributes it among the other siblings with rights in land.

Gift

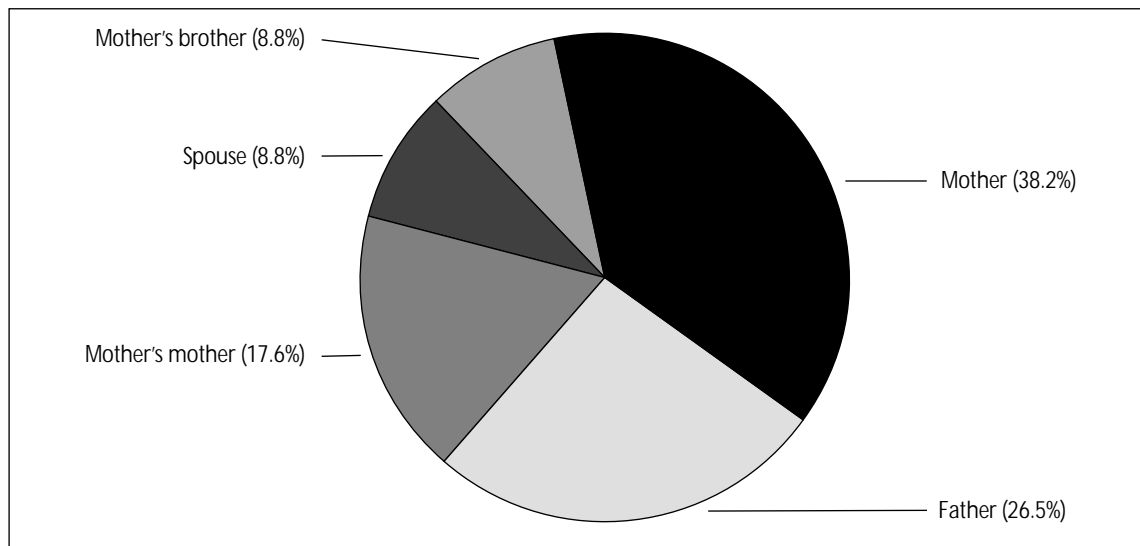
A second mode through which land can be transmitted is by gift. The gift is a personal allocation of land by one family member to another, usually in the next generation. Commonly, the recipient is a family member who has been working with the grantors or serving them. The gift is a way through which fathers can allocate land to their wives and children (which is not followed under formal matrilineal inheritance rules). Gift is frequently used by mothers and women to allocate land to daughters or granddaughters, who may get minimal allocations from the matrilineage.

For a gift of land to be effected, it is necessary that it is allocated publicly in front of members of the matrilineage of the giver, and that the person receiving the gift makes a "thank you" (*aseda*) payment in return, in the form of drink, a sheep and some money (the drink and sheep can also be in money form). The *aseda* demonstrates the ability of the receiver to have sufficient means to manage the property, and until the recipient is able to make this payment, the gift is not effected.

At Mamanso, 24 percent of farmers had acquired some land through gift, concerning 13 percent of the farms in the survey. Most gifts were provided by mothers to their children, followed by fathers, grandmothers, mother's brothers (*wofa*) and husbands.

While men often give land to their wives and children for the help they have provided in developing land and for their own personal welfare, the amount of land that can be given is limited by the needs and demands of the matrilineage. In the past, large supplies of virgin forest existed and the major problem was recruiting sufficient labour to make use of this land. However, as land has become increasingly scarce, gifts to children who belong to a dif-

Figure 5: Source of land given as gifts (34 cases)



ferent matrilineage can become a source of contention. By contrast, gifts from mothers, mother's brothers and grandmothers to children and to grandchildren are not such a big problem, since they belong to the same matrilineage as the giver.

User rights

The first access a young farmer gets to land is generally in terms of user rights. A mother, father, grandparent, spouse or other relative may allocate land to a young family member on which to make a farm. Eventually this farm may be given to the user or inherited by them. However, user rights are sought not only from family members, but may also be acquired from friends, landlords or, by apprentices, from their masters. When the gift is based on more distant kinship and friendship relations, the use of land is for a temporary period. One farmer at Mamanso got access to land through a friend to make a food farm. An apprentice mason was given a plot, to make a farm by his master, and in a third case, a wife of a tenant farmer was given a plot, by the landlord, to "eat from" freely. Most user rights are given by relatives as shown in Figure 6. Seventeen percent of farmers had farms they had acquired through user rights, accounting for 8 percent of farms surveyed at Mamanso.

Figure 6: Source of user rights (21 cases)

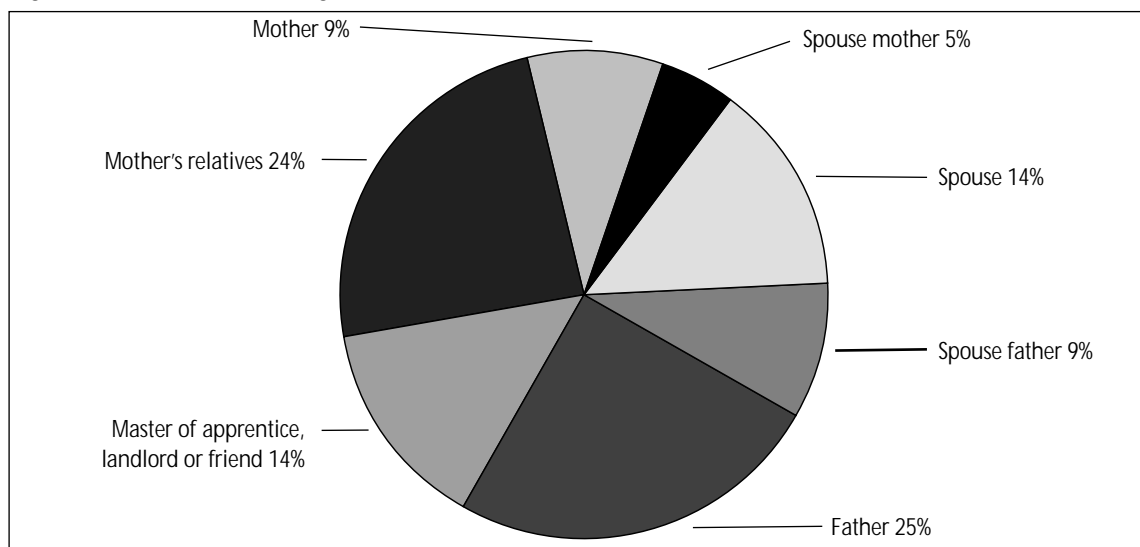


Table 2: Land tenure relations at Mamanso

Inherited	gift	use	GOPDC outgrower	abunu tenant	abunu landlord	abunu tenant with GOPDC outgrower contract	abusa tenant	abusa landlord	abusa tenant with GOPDC outgrower contract	abusa landlord with GOPDC outgrower contract	abusa labour (two parts to landlord)	weeding contract
11.1% (28 farms)	13.4% (34 farms)	8.3% (21 farms)	0.8% (2 farms)	43.9% (109 farms)	2.0% (5 farms)	0.8% (2 farms)	5.1% (13 farms)	1.2% (3 farms)	8.3% (21 farms)	2.8% (7 farms)	0.8% (2 farms)	2.4% (6 farms)
Own land 33.6% (85 farms)				abunu 46.7% (116 farms)			abusa 17.4% (44 farms)					
share contracts												
64.9% (161 farms)												

Note: This table represents the frequency of different types of land transactions through which farmers gain access to different plots of land – the different tenure relations which are embodied in a plot of land. It does not reflect the areas of land transacted.

Table 3: Conditions of tenure under different cropping systems

Conditions of tenure	citrus	oil palm	cocoa	cola	food crops	citrus & oil palm	citrus & cocoa	citrus & cola	oil palm & cocoa	cocoa & cola	Total
inherited	8 10.1%	8 9.0%	3 13.6%	3 37.5%	5 12.8%			1 100.0%			28 11.1%
gift	12 15.2%	9 10.1%	6 27.3%	1 12.5%	3 7.7%	3 33.3%					34 13.4%
use	2 2.5%	1 1.1%	4 18.2%	1 12.5%	13 33.3%						21 8.3%
with GOPDC		2 2.2%									2 0.8%
abunu tenant	52 65.8%	28 31.5%	6 27.3%	3 37.5%	9 23.1%	6 66.7%	2 66.7%		2 100.0%	1 100.0%	109 43.1%
abunu landlord	2 2.5%	3 3.4%									5 2.0%
abunu with GOPDC contract		2 2.2%									2 0.8%
abusa tenant	3 3.8%	4 4.5%	2 9.1%		4 10.3%						13 5.1%
abusa landlord		2 2.2%					1 33.3%				3 1.2%
abusa with GOPDC		21 23.6%									21 8.3%
abusa labourer (2 parts to landlord)		1 1.1%	1 4.5%								2 0.8%
weeding		1 1.1%			5 12.8%						6 2.4%
abusa landlord with GOPDC		7 7.9%									7 2.8%
Total no of farms	79	89	22	8	39	9	3	1	2	1	253

Land leasing

Leasing land in return for a cash rent usually occurs for food crops and only for short periods, of up to three years. This arrangement is extremely rare at Mamanso and no examples were recorded in the survey.

Share contracts

Share contracts are the dominant tenurial relation at Mamanso. Sixty-nine percent of farmers have land they acquired on a share contract and a further 15% gave out land to other tenant farmers. Sixty-five percent of the farms at Mamanso are subject to share contracts.

Three different share contract relations are in operation at Mamanso: *abunu*, *abusa* tenant (two thirds to tenant) and *abusa* labourer (two thirds to landlord). The *abusa* tenant system is rare, with only two examples. Usually, a tenant makes a farm and hires labour to look after the farm, rather than allocating the farm to a caretaker. The *abunu* system is dominant: 47 percent of farms were made under an *abunu* contract as compared to 17 percent of farms on *abusa* contract.

How can the frequency of these three different systems be accounted for? Of the three, the *abusa* labourer system – where the landlord takes two thirds of the product and the tenant one third of the product - is the easiest to reckon. As we have already seen, it occurs where the landlord has either already made a farm, or supplies the tenant with all the inputs needed to make a farm. The tenant is essentially contracted to supply labour. The tenant takes one third for labour, and the landlord two thirds: one third for providing the land and the second third for supplying capital for inputs and farm management. This system is usually found where the landlord has already created a plantation and does not have the time or capital to hire and supervise labour. The two examples in the sample involved an oil palm and a cocoa plantation that tenants were looking after for the farmers who had created the plantation.

The *abusa* tenant farming system, where the tenant makes the farm with his or her own capital, is usually associated with oil palm or maize. One farmer stated: "Oil palm contracts are on *abusa* basis due to GOPDC laws [regulations], but citrus is on *abunu*". And another farmer further clarifies the issue: "GOPDC contract farmers are *abusa* but private oil palm farms are on *abunu*". Thus, the *abusa* contract system is associated with oil palms produced under an outgrower contract with GOPDC. A disgruntled landlord adds in a ruffled voice: "GOPDC brought about the *abusa* system for oil palm, which is a cheat." But, another in a more analytic mode elaborates: "The GOPDC share contract arrangement is usually *abusa* because they provide cutlass, fertiliser, boots, hoes and loans for weeding". When oil palm is grown independently of GOPDC, the landlord insists on a half share. Table 4 shows two clusters of oil palm plantations: as *abunu* contracts and *abusa* contracts with a GOPDC outgrower component.

The only crop which farmers specifically associated with *abusa* is maize - a crop which does not play any significant part in our sample. Most farmers argue that maize is on *abusa* basis because one third is used to defray the cost of labour for weeding incurred by the tenant. As Abena Akormaah commented: "Maize is on *abusa* where the tenant takes two parts and uses one part to pay for his labour cost". However, this usually takes place within an intercropping system in which food crops are grown with an orchard crop: "Abunu is for citrus, private oil palm plantations and cassava. *Abusa* is for GOPDC oil palm plantations and maize. The tenant usually suffers most so he or she takes two parts of the maize to help pay for his/her cost of labour, and the other crops are then shared into two parts" (Richard Agyeman). And Comfort Mamle goes on to elaborate:

Maize is always on abusa and all other crops abunu, because maize comes early so it is intended that the tenant will have to use one part out of his/her two-thirds share to help reduce the cost of clearing and weeding under the plantation crops.

Because maize is the first crop to mature in the mix of intercropped food and orchard crops, the tenant takes the larger share, so that s/he can gain the means to hire labour for weeding the plantation crops. Cassava, a later maturing crop, is shared in halves. Plantain is also shared as an *abunu* crop, but the landlord is expected to contribute suckers for the tenant to plant. As Afia Brenah commented:

Table 4: Different share contract arrangements

Crop	Inputs	Labour	Share
plantain (in new plantation)	landlord provides some suckers	low level labour provided by tenant	landlord and tenant share plantains in half
maize	tenant provides seed	labour intense – tenant may hire labour	two thirds to tenant
citrus	tenant provides seedlings	tenant provides labour for first five years	after 5 years, plantation is divided into two and allocated to the landlord and tenant. Each are responsible for the management of their share. The tenant retains his/her share for the duration of the plantation – up to 50 years
“private” oil palm plantation	tenant provides seedlings	tenant provides labour for first five years	after 5 years, the plantation is divided into two and allocated to the landlord and the tenant. Each are responsible for the management of their share. The tenant retains his/her share for the duration of the plantation – up to 25 years. After 20 years, the tenant fells his/her trees for palm wine and distillation and returns the land to the landlord after benefiting from the profit to be made from distillation
GOPDC oil palm out-grower tenant farmer	GOPDC loans the tenant inputs charged at compound interest	tenant provides labour for the life of the plantation; GOPDC loans tenant money to hire labour charged at compound interest	GOPDC deducts its compound interest from the harvest of the tenant after 6 years and allocates one third of the proceeds from the harvest to the landlord and two thirds to the tenant. After 25 years, the landlord and tenant divide the plantation into half and fell the trees for alcohol production

Abunu is for citrus, cassava, and plantain. Abusa is for oil palm and maize. This is because the landlords do not provide any inputs. So the tenant usually takes two parts and uses one part for weeding. With plantain the suckers are expensive so if the tenant alone provided them s/he may refuse the landlord a share.

This point is further emphasised by Robert Oduro Owuso: “Plantain is not included in crop sharing, unless the landlord helps in buying the suckers”.

When food crops are shared in a plantation, the sharing is usually done only during the first year. After that the tenant is free to replant crops and take all the proceeds as s/he weeds the orchard crop. However, sometimes there are misunderstandings over perennial crops, such as plantains, which can put out new suckers and produce good yields for several years.

In another instance, a tenant got land on *abunu* from a landlord to make an oil palm plantation. After clearing and planting the farm, she then gave it out on *abunu* to a tenant to cultivate rice inside the plantation. She helped her tenant with the purchase of seeds and inputs. Through this arrangement she was able to gain free labour to weed her plantation and part of the crop.

While farmers have different interpretations of the economic rationale behind the working of *abunu* and *abusa*, the various accounts reveal that the relative shares of landlord and tenant are determined by the provision of

inputs and labour, and the relative costs of inputs and labour in cultivating and weeding the various crops. Where the landlord provides some inputs, as in the case of plantain suckers, they have the right to a half share. Where the crop is labour intensive, and the labour is provided by the tenant, they have the right to a two-thirds share. Even the timing of the harvest for various food crops is taken into account in the evolution of crop sharing, since it affects the availability of labour at key moments in the cropping calendar.

In a few cases these economic considerations are tempered by kinship relations. Thus, the rare instances of *abusa* contracts occurring in citrus plantations were the result of close kin relations between the parties, such as a landlord releasing land to his brother. However, kinship can also produce the opposite results, with a father registering his land in his children's name as a GOPDC outgrower contract, but negotiating a half share with them, instead of the third share due to the landlord. In this case the father also registered land for his sister's children as GOPDC outgrowers, but gave them a third share. In the case of his children he took a half share, because he was actually managing the farm, since the children were still in school. By imposing this "unfavourable" contract on his children, he would also be ensuring them an orchard crop in the future, while possibly mitigating criticism from his matrilineage that he was favouring his own offspring at the cost of the matrilineage and its interests in land.

Sharing land and sharing crops

The choice between half share and third share, is not the only significant difference in the various share contracts. Another significant element concerns what is being shared - land or crops. This is most apparent in the difference between GOPDC *abusa* plantations and "private" *abunu* plantations. In the former it is the yield that is being shared. The tenant farmer undertakes to supply GOPDC with fruit and the sum paid by the company is divided between the tenant and the landlord as *abusa*. In the case of the "private" oil palm plantations, it is the plantation (the trees and the land) that is divided into two. The tenant undertakes to establish an oil palm plantation, purchase all the necessary inputs and hire labour to establish the plantation. The tenant manages the young plantation until it starts fruiting, after three to five years. The plantation is then divided into two equal parts and the landlord has the right to choose the half that s/he prefers. From then onwards both parties are responsible for managing their half of the plantation independently, hiring their own labour for weeding, maintenance and harvesting. While the GOPDC outgrower tenant farmer gains two thirds of the harvest, as compared to the half share on private oil palm plantations, the tenant is responsible for labour, inputs, and the management of the plantation for its full duration, rather than for the five year period which characterises private oil palm plantations. When the tenant's plantation is no longer productive and the tenant stops harvesting fruits or fells the trees, the land reverts back to the landholder's matrilineage or can be renegotiated. At the end of the life of an oil palm plantation, the tenant farmer will fell the trees on his/her portion of land and sell them to palm wine tappers. Each tree can be sold for €20,000, bringing in a valuable income of €1.2 million per acre. The life of an oil palm plantation is about twenty-five years. By contrast, a citrus plantation can have a productive life of more than 50 years.

These plantations use modern technology, high-yielding varieties and lining and pegging methods for planting. These techniques have become so uniform that acreages are usually estimated by the number of trees on the land. An acre of oil palm is estimated to consist of 60 trees and an acre of citrus of 100-110 trees. Division of the plantation between tenant and landlord is carried out by counting the trees.

The contractual arrangement

The share contract is usually made in front of witnesses and is sealed by an *aseda* ("thank you") payment to the landlord, in front of witnesses who also collect a witness fee. The *aseda* payment is accompanied by presentation of a bottle of drink, usually Schnapps. This *aseda* payment can be quite substantial, as can be seen in Table 5, which shows *aseda* payments from the early 1980s. It should be kept in mind that annual inflation rates in recent years have been over 30 percent per annum.

These *aseda* payments mimic the conventions surrounding the gifting of land, that is the presentation of drink and a substantial sum of money in front of witnesses. This suggests that where land is being divided, the share contract is disguising a form of land leasing. However, share contracts are also imitating GOPDC *abusa* contracts. The GOPDC *abusa* contract involves the signing of a type-written agreement by the tenant and landlord, of which one copy is given to the tenant, a second copy to the landlord, a third copy is kept by GOPDC and a fourth copy is lodged with the district Commissioner of Oaths. Share contracts between landowners and tenants are also now typed up and signed in front of the witnesses. The typists are frequently those who type up contracts for Commissioner's of

Oaths. The landlord and tenant each keep a copy and a third copy may be lodged by the tenant, with a witness, or a trusted friend, for safe-keeping. While the *aseda* payment is expensive, it gives tenants security in the land in which they are going to invest a considerable amount of capital and labour. The expense of formalising the contract also assures the landlord that tenants will be serious about establishing and maintaining a productive plantation since they will otherwise lose a significant sum of money.

Table 5: *Aseda* payments for share contracts²

Year contract made	Crop	Tenure	Acreage	relation to landlord	Aseda payment (cedis)	Witness fee (cedis)
1983	oil palm	<i>abusa</i>	4 acres	related	30000	10000
1984	oil palm	<i>abusa</i>	1.5 acres	related	20000	?
1985	oil palm	<i>abusa</i>	3 acres	not related	3000	1000
1987	oil palm	<i>abunu</i>	6 acres	not related	6000	?
1987	oil palm	GOPDC <i>abusa</i>	2 acres	not related	1700	?
1987	citrus & cocoa	<i>abunu</i>	2acres	not related	10000	5000
1987	oil palm	<i>abusa</i>	6 acres	not related	10000	3000
1988	oil palm	<i>abunu</i>	1.5 acres	related	70000	?
1989	oil palm	<i>abusa</i>	5 acres	not related	6000	2000
1990	oil palm	<i>abusa</i>	3 acres	not related	10000	2000
1991	oil palm	<i>abusa</i>	3 acres	related	5000	2000
1992	oil palm	GOPDC <i>abusa</i>	4 acres	not related	30000	?
1992	citrus	<i>abunu</i>	3 acres	not related	7000	?
1992	oil palm	<i>abunu</i>	2acres	not related	15000	5000
1993	oil palm	<i>abusa</i>	2 acres	not related	25000	5000
1993	citrus	<i>abunu</i>	3 acres	related	5000	2000
1994	oil palm	GOPDC <i>abusa</i>	4 acres	not related	60000	?
1994	citrus	<i>abunu</i>	2 acres	not related	15000	?
1995	oil palm	<i>abunu</i>	3 acres	related	30000	?
1995	citrus	<i>abunu</i>	2 acres	not related	26000	5000
1996	oil palm	<i>abunu</i>	1 acres	related	100000	20000
1996	oil palm	<i>abusa</i>	3 acres	friend	50000	20000
1996	citrus	<i>abunu</i>	4 acres	related	20000	5000
1996	oil palm	<i>abunu</i>	3 acres	not related	80000	20000
1996	citrus	<i>abunu</i>	3.5 acres	not related	20000	5000
1997	oil palm	<i>abunu</i>	5 acres	related	80000	10000
1997	citrus	<i>abusa</i>	1 acres	related	100000	20000
1997	citrus	<i>abunu</i>	2 acres	not related	100000	15000
1998	citrus	<i>abunu</i>	4 acres	related	45000	5000
1998	citrus	<i>abunu</i>	2 acres	related	20000	5000
1998	oil palm	<i>abunu</i>	7.5 acres	related	60000	5000
1998	citrus	<i>abunu</i>	2 acres	not related	140000	?
1998	oil palm	<i>abunu</i>	2.5acres	not related	50000	?
1998	citrus & oil palm	<i>abunu</i>	1.5 acres	not related	60000	?
1998	citrus	<i>abunu</i>	3 acres	not related	70000	?
1999	citrus	<i>abunu</i>	6 acres	not related	150000	?
1999	citrus	<i>abunu</i>	2 acres	related	20000	2000
1999	citrus	<i>abunu</i>	2.5 acres	not related	100000	20000
1999	oil palm	<i>abunu</i>	2 acres	not related	150000	30000
1999	citrus+food crops	<i>abunu</i>	3 acres	not related	120000	30000
1999	citrus	<i>abunu</i>	2 acres	related	40000	20000
1999	citrus+food crops	<i>abunu</i>	3 acres	not related	120000	20000

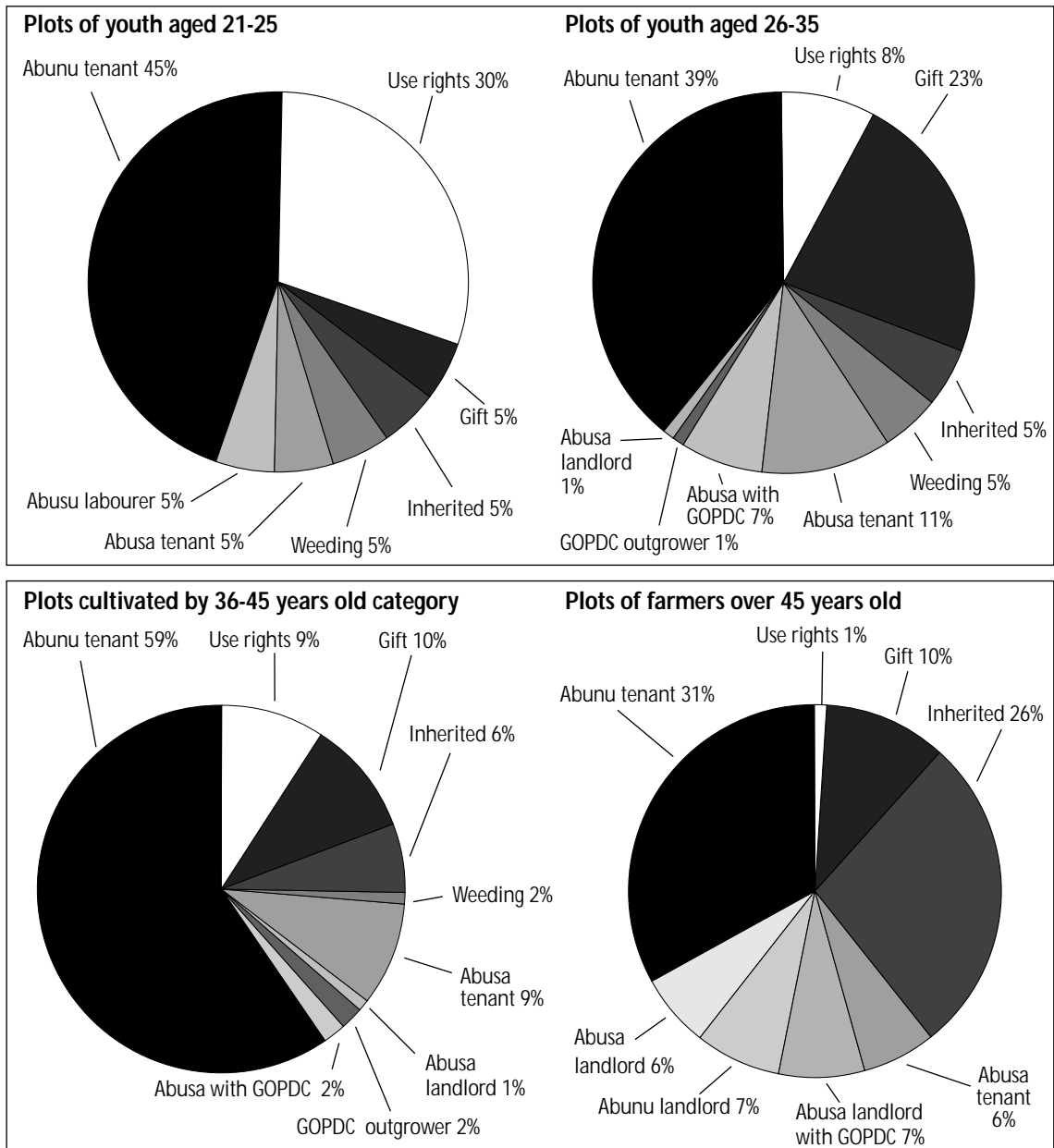
²Exchange rate as at January 2001 £1=c10,000

Social composition of share tenants

No significant differences were found in the status of those involved in share contracts whether citizens or migrants, men or women, youth or elders. As seen in Figure 7, the different social categories, share contracts have become the dominant and pervasive land relation, while farming through access to free family labour has become less common.

Share tenants now include both men and women, local citizens and migrants. Neither are tenants only limited to youth, as many tenancies have covered long periods of time. There is now a significant number of middle-aged share tenants, and a significant number of tenants are close relatives of their landlords. As land becomes more scarce, share contracts are increasingly being made between married couples, fathers and children, mothers and children, and siblings. Prospective tenants will ask their close relatives to give them a share contract on land, rather than establish a contract with an outsider. Tenants are encountering increased difficulties in finding land on a share basis, and there is growing competition for share contracts. In contrast to expectations, little difference was found

Figure 7: Tenure relations on plots cultivated by different age groups



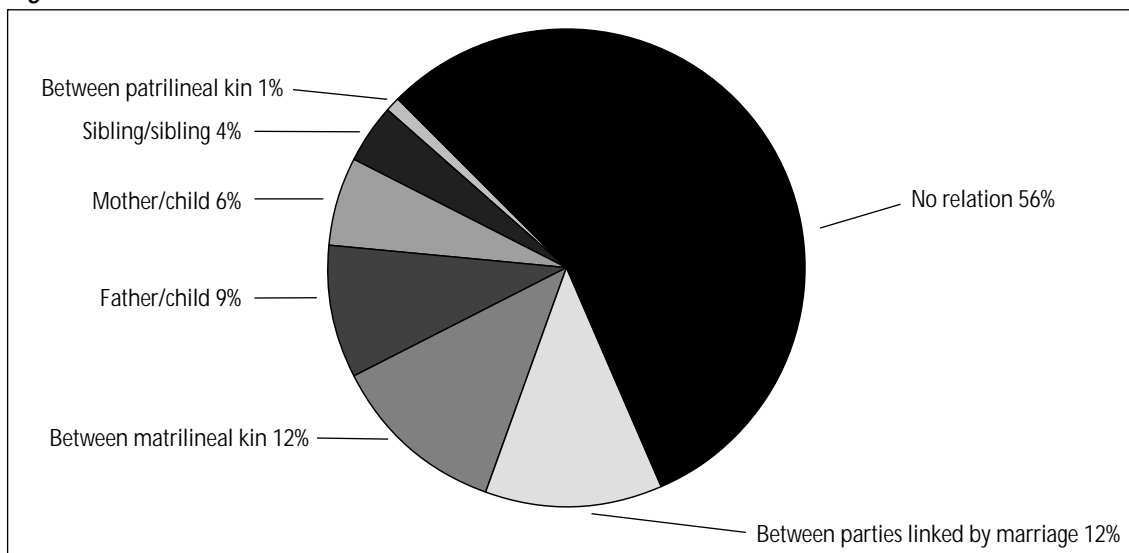
in the relationships of migrants and citizens to the plots they cultivate. In the past, many migrants were able to purchase land and pass it on to their children. Today, a large proportion of the descendants of both migrants and citizens depend upon sharecropping to gain access to land. Equally, there was relatively little difference found between men and women, both of whom rely heavily on share contracts. The only significant difference concerned reliance on use rights which, for women, accounted for 12% of plots while only representing 5% of men's plots.

While the young are more dependent upon sharecropping than their elders, a large proportion of people in their thirties and forties continue to depend upon share contracts for their livelihood.

Forty four percent of share contracts were based on kinship relationships, including parents and children and even married partners. Those unable to gain land from their close relatives must explore more distant webs of kinship in the search for land, including friends of their close relatives. Share contracts with close relatives give greater security to the parties involved, and create fewer avenues for the parties involved to cheat each other or revoke the contract, since they are already deeply involved in a web of reciprocal ties. The closeness of these relations makes it all the more necessary to define the contracts formally, to prevent misunderstandings from arising. Nevertheless, the shift towards share contracts within the family reflects a loss for the majority of the present generation, in the right to inherit and use family land freely.

The high cost of *aseda* payments also prevents poorer people from acquiring land on share contracts, since without providing *aseda* it becomes very difficult to gain any land for farming. For instance, Maari has recently returned to Mamanso with her husband. They left Mamanso many years ago, but decided to return home with the intention of farming, given the difficulties in making a living elsewhere. Maari went to see her family head about getting some land. He offered her some *abunu* land, but she would have to pay C150,000 *aseda* payment, before the land would be released to her. Neither she nor her husband could raise this amount. The high cost of share-cropping land forces people without capital to migrate or to hire themselves out as labourers. Farming is becoming an occupation increasingly limited to those people with some capital behind them, a far cry from a subsistence activity.

Figure 8: Relatives involved in share contracts



Perceptions of equity of share contracts

Share contracts are perceived as an arrangement between those who have land and those with labour. Eighty-six percent of people felt *abunu* was an equitable relation, in that it enabled farmers without access to gain land. As one farmer stated: "It is fair because the tenant has no land and the landlord is not strong to farm so every one benefits". As another farmer put it: "It is fair because if some one buys a car and gives it to a driver, the car owner enjoys most because he made the investment". Another pipes in "There is no cheating here because the tenant has no land but is strong to make a farm... so both benefit". And another states: "Yes, it is fair because idle plots are put to use".

The main complaint of those who are not so enthusiastic about the *abunu* system is that the share taken by the landlord is too high, in comparison with the yield and investments they have made in the farm. "It is not good because the tenant does all the work for five years and finally shares it in half with the landlord". A large number of tenants mentioned this point when asked to comment on the disadvantages of *abunu* and *abusa*. While 28 percent felt there was no problem with share contracts, 33 percent felt the share taken by the landlord was too great, given that they had made no contribution towards inputs and the cost of labour in establishing the plantation. Another 9 percent felt the landlords harassed them to weed more than was necessary, and twenty percent suspected the landlords and their children of stealing crops from the farm. Some landholders complained that tenants did not like weeding, and that they were lazy and untrustworthy.

The main advantage identified by tenant farmers for share contracts was that: "it enabled the farmer without land to get some property (*agyapade*)", which they could take pride in and pass on to their heirs. As Yaa Amponsah says: "Both tenant and landlord benefit by getting some plantation".

The GOPDC outgrower contract

Under the outgrower contract, GOPDC undertakes to supply the contract farmer with various inputs: seedlings, two bags of fertiliser for the first three years, Wellington boots, implements, wire nets to protect the young seedlings against rodents, *Preruria* seeds for establishing a cover crop under the oil palm trees, and money for hiring labour. GOPDC also undertakes to collect farmers' fruits at the farm gate. The farmers undertake to supply GOPDC with all the fruit the palm plantation yields. The provision of inputs is not free, but takes the form of a loan, which attracts compound interest. Farmers have a grace period of six years before they start repaying the loan, which is paid in fruit and deducted from the proceeds of the harvest. During the sixth and seventh year the farmers pay off the compound interest and, from then onwards, the principal loan begins to be deducted from their yield. The duration of the contract to supply GOPDC with fruits lasts until the loan is paid off. This, in turn, depends upon the yield of the farm. It is intended that this should last about twenty-five years, since this represents the productive life of an oil palm tree. However, as a result of palm fruit being diverted away from GOPDC and sold on the local market, some outgrowers fail to pay off their loans after twenty-five years.

The price paid for oil palm fruits is dictated by GOPDC to the farmers, and is set at about 10 per cent of the world market price for palm oil. The pricing mechanism was established by the World Bank and is typical of global norms in the palm oil industry. It also corresponds to the norm in modern agribusiness in which no more than 10 percent of the value of agricultural produce is produced on farm, and the rest is accounted for by inputs, food processing and marketing companies (Amanor 1999). It is this aspect of the loan calculations which most disgruntles farmers, since prices for oil are much higher on the local market. The price offered for oil palms by GOPDC in August 1999 was ₵110,000 per tonne of fruits. However, if the farmer had processed a tonne of fruit himself, he would have realised ₵260,000. A tonne of fruit produces three drums of palm oil, if processed by local small-scale mills. A drum sell for ₵100,000 so the farmer would realise ₵300,000 out of which ₵40,000 would have been spent as the processing fee collected by one of the numerous small palm processing mills in the area.

The outgrower contract gives GOPDC the right to take over the management of the farm if the outgrower fails to honour the terms of the agreement, until the payment of the loan has been cleared (plus additional labour and management costs incurred by GOPDC). It is similar to a mortgage in which the farm is pledged until the loan is repaid. In this case however, it is the farm and the labour of the farmer, which is pledged.

GOPDC also arranges outgrower contracts with *abusa* farmers, in which the proceeds received by the farmer are further divided, one third going to the owner of the land and two thirds to the tenant. The GOPDC outgrower contract has come to be regarded by farmers as a variant of the *abusa* contract. It is considered to be *abusa* by some people because the yield is divided into three: the landlord takes one part for providing the land, the tenant a second part for providing his labour, and GOPDC a third part for providing credit. As one farmer stated "The GOPDC share contract arrangement is usually *abusa* because they provide cutlass, fertiliser, boots, hoes and credit for weeding labour". The actual proportion of the farmer's yield taken by GOPDC may be close to one third. The GOPDC themselves claim they take around 20% of the yield, but this is likely to be a conservative estimate.

There are mixed perceptions of GOPDC outgrower contracts. Some farmers consider them to involve cheating, because GOPDC deducts their proportion without the farmer knowing how they calculated this proportion, and

because GOPDC sets the price of oil palm fruit below local market prices. On the other hand, some landlords consider GOPDC outgrower *abusa* contracts to be unfair because they give too much to the tenant - a two thirds instead of a half share. Other farmers consider the GOPDC contract to be a blessing, because it enables farmers without capital or land to get into farming. The GOPDC contract is most popular among those who cannot afford to purchase the necessary inputs for plantation development. But those who can afford the inputs prefer to make their own farm independently, because of the higher product price on the local market than that which is offered by GOPDC. However, GOPDC does not select the poorer tenants as outgrowers but, like other outgrower schemes elsewhere, focuses on a middle-strata of farmers with some means of their own (Watts, 1994).

The existence of the GOPDC outgrower contract with *abusa* reflects both shortage of land and cost of inputs. GOPDC is forced to use contract farmers who are sharecroppers because of the prevalence of sharecropping in the local agrarian economy. Many landlords are unable to develop their own land into plantations because they lack labour power or the capital to hire labour. They look to contract their land out to tenants with capital to develop a plantation in which they can then gain their share. The lack of capital in the local economy enables the GOPDC to insert itself into the agricultural production system, loaning inputs and credit to both landowners and tenants. This is cheaper for the company than employing workers directly, and having to make the necessary social welfare provisions. While in theory, the farmers absorb the risk and supervision costs of managing the outgrower plantations, this is not the case in reality. Many disgruntled farmers seek to divert their harvests from GOPDC to the domestic market, as a result of which the GOPDC is obliged to maintain a costly security force to police the movement of palm fruit.

Weeding contracts

The weeding contract is an arrangement where a plantation owner with insufficient money to hire labour gives the plantation out to another, who is allowed to plant some food crops in return for weeding the orchard. All the food produced belongs to the labourer. These contracts also provide a means by which a farmer without the money to make an *aseda* payment can nevertheless get access to land for food crop cultivation.

Labour

The days have long disappeared when people cleared their farms with the help of work parties (*nnoboa*) in which the community would help each other in reciprocal labour exchanges. The days when plantations were made through relying on the labour of children and sister's children have also faded into distant memory. Agricultural labour today is a highly monetarised affair, based on hiring casual labour by the day or contract labour to weed a specific area (the traditional unit being for unitary areas of 12 arm-spans by 12 arm-spans). With the decline in forest land and spread of certain weeds, such as *Chromolaena odorata*, the weeding load has become considerably greater, and most farmers are forced to supplement their own labour by hiring others.

In the survey, 83 percent of respondents hired labour to clear their farms and 75 percent hired labour for weeding. Forty-seven percent claimed that no one in their household helped them farm, forty two percent claimed their spouse helped them, but only 4 percent were helped by their children. Significantly, children only helped their mothers. By contrast, sixty percent of the sample claimed to work as hired labour from time to time.

Table 6: Source of help in weeding

Source of help in weeding	Male	Female	Total
no one	56%	41%	47%
spouse	35%	48%	42%
children		6%	4%
friend	7%	5%	6%
labourers	2%		1%
<i>no of farmers</i>	43	63	106

Managing Farm Plots with Different Tenure Relations

While the above description gives us an idea of the prevalence of different types of land holdings, it does not show us how they fit into farmers' overall management of land, given that they frequently have multiple holdings acquired under diverse arrangements. This can clearly be seen in Figures 9-11.

In the sample of 106 farmers, 31 (29 percent of the sample) farmed only one plot of land (representing 26 percent of men and 31 percent of women). Of those farmers with only one plot, 42 percent gained the land on a share basis, 42 percent farmed their own land, 7 percent gained land through weeding contracts and 7 percent were landowners who gave out their plot to tenant farmers. 43 percent of men and 41 percent of women gained the plot through a shared contract. 43 percent of men and 41 percent of women also owned their plot or gained access to the plot without having to give another party a share of the yield they realised. Two women gained their plot as part of a weeding contract. Two men leased out their plot to a share tenant. One of these land leasers was a 46 year old Krobo migrant who had been left a large plot of land 1.5 miles long by 12 arm spans by his grandfather, who had purchased the land. He had leased this plot out to six share tenant farmers in *abunu* contracts, under which the plantations developed by the tenant were then divided into two. One of the tenant farmers was a family member and another a friend.

A significant proportion of farmers cultivate only one plot and depend upon share contracts to gain access to this land. This is particularly the case for younger farmers, 79 per cent of those with only one plot of land being under 45 years of age. One quarter (25%) of the share farmers had a contract with a close relative. About 21 percent of the one plot farmers cultivating oil palm did so on a sharecropping basis as compared to 28 percent of those cultivating citrus and 10 percent of those cultivating cocoa and 10 percent of those producing staple food crops (plantain, cassava, and coco yam intercrop).

Among two plot farmers sharecropping is the predominant relation. Of the 37 two plot tenants in the survey, 54% gained both their plots by entering into a share contract with a landowner. There was no significant difference between men and women. Only 19 percent of two crop farmers cultivated land which belonged to themselves or their family. Eleven percent of the sample supplemented one plot of owned land with another sharecropped plot. One man leased out his plots to a sharecrop tenant and leased another plot from a landowner on a share contract. The plot he gave out was to a tenant, farming as a GOPDC outgrower. This suggests that the landowner, a fifty-two year old, was interested in having an oil palm plantation but did not have the capacity to manage the plantation himself. His other plot, which he contracted on a share arrangement with a landowner, was a cocoa plantation in which the landowner gained a third share of the yield. Two women and one man also supplemented their own plots with food crops cultivated on another plot gained as a result of a weeding contract.

Twenty three farmers cultivated three different plots, of which 11 women and 12 men. For this category of farmer, own-worked plots dominated over sharecropped plots. Of the three-plot farmers, 26% cultivated plots which were all their own, while only 4 percent relied entirely on sharecropped land. There was no significant difference in patterns between men

Figure 9: Tenure relations of farmers cultivating two plots

Women																				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
S	S	S	S	S	S	S	S	S	S	S	S	O	O	O	O	O	O	O	L	
S	S	S	S	S	S	S	S	S	S	S	S	S	O	O	O	O	O	W	W	L

Men																
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
S	S	S	S	S	S	S	S	S	S	S	O	O	O	O	O	O
S	S	S	S	S	S	S	S	S	S	S	S	S	O	O	W	L

S Share tenant **L** Share plot allocated to tenant
O Owner farmed **W** Weeding contract

and women. The larger proportion of farmers cultivated a mixture of plots with different tenure conditions, supplementing their plot with shared plots or giving out a plot from their land to tenants.

Figure 11 shows the distribution of tenure patterns for farmers with four or more farm plots. Share contract plots are still important for both men and women and a significant number of farmers gain access to all their plots in this way. Large farmers with surplus land give out many of their plots to tenants. Thus for example, four of six plots allocated to tenants by a landowner (case 7 in Figure 11) were allocated to GOPDC outgrowers. The farmer with the largest number of plots allocated 4 plots to children and nephews, to ensure them some future wealth.

Figure 10: Tenure relations of farmers cultivating three plots

Women										
1	2	3	4	5	6	7	8	9	10	11
O	O	O	O	O	O	O	O	O	O	S
O	O	O	O	O	S	S	S	S	S	S
O	O	O	L	S	S	S	S	S	S	S

Men											
1	2	3	4	5	6	7	8	9	10	11	12
O	O	O	O	O	S	O	O	S	S	S	S
O	O	O	O	O	O	S	S	S	S	S	S
O	O	O	L	L	L	S	S	L	L	W	W

S Share tenant **L** Share plot allocated to tenant
O Owner farmed **W** Weeding contract

Share tenants occur among both the largest and smallest farmers. They form a large proportion of single plot cultivators, who depend upon share contracts to gain access to a minimal amount of land for farming. But share tenants are not only associated with small, poor farmers: they can also be found among the largest farmers, who contract three, four and even six plots on a share basis, and invest capital in seeds, labour and other inputs to establish plantations. Those giving out land to tenants may also be found among both small and large farmers. Elderly farmers often lease their land to tenant sharecroppers because they lack the energy to work and manage their land themselves. A farmer with insufficient capital to invest in inputs and labour for establishing a plantation may be prepared to lease land out to a tenant farmer with the necessary capital and thereby gain a share in a plantation rather than resort to cultivating foodstuffs. Leasing land out on a share contract is also a means through which land can be transferred to children without bringing about matrilineal disputes. Some farmers also lease their land to sharecroppers while contracting land from others on a share basis. This acts as a means of exchanging different types of land. For instance, a farmer with valley bottom land, ideal for oil palm cultivation, may lease this out to a share cropper prepared to establish an oil palm plantation or become a GOPDC outgrower. At the same time, he may try and lease in another plot on a share tenancy from a different farmer on which to establish a cocoa plantation. Farmers equally may lease out land to a sharecropper at a time when they lack capital, and then at a later date lease in a plot on sharecropping terms when they have accumulated some capital.

Figure 11: Tenure relations of farmers cultivating four or more plots

Women							Men									
1	2	3	4	5	6	7	1	2	3	4	5	6	7	8	9	10
O	O	O	O	O	O	S	O	O	O	S	S	S	L	O	S	O
O	O	O	O	O	S	S	O	L	S	S	S	S	L	S	S	O
O	O	O	S	S	S	S	O	S	S	S	S	S	L	S	S	O
S	S	L	L	S	S	S	S	S	S	S	S	L	S	S	L	
													L	S	S	L
													L	O	S	L
																L
																L
																L

S Share tenant **L** Share plot allocated to tenant
O Owner farmed **W** Weeding contract

CONCLUSION

The *abunu* and *abusa* systems are dynamic and have been able to evolve to cope with changing relations between land, labour and capital. They also seem able to guarantee secure rights in land. Under the *abusa* labourer system, a plantation holder can gain labour to manage and weed an already established plantation in exchange for a third of the yield. An *abusa* tenant can also gain access to land in return for providing the landlord with one third of the crop. Finally an *abusa* tenant can also gain access to a plantation in return for making a plantation for the landlord. In the past, migrants were able by this means to gain land from chiefs by establishing plantations in uncultivated forest, which were then divided between them and the chief.

Formerly, the dominant share arrangement was based on division into thirds. The labourer took one third, the plantation creator took another third and the landlord a third. Today, the third based *abusa* is being replaced by division into half shares (*abunu*) in which the landlord commands a half share as land has become scarcer. Some landlords justify this increased share by the fact that the arduous task of converting forestland into fallow no longer exists, since it was carried out by previous generations. A diverse range of crops are now share cropped and the decisions to divide along *abunu* or *abusa* takes into consideration the costs of seeds and inputs and the labour requirement of the crop. Scarcity of land and its location are also factors in determining the share. Thus, in the Eastern Region, the *abunu* system has become dominant in tree crops while in the Western region *abusa* still dominates in cocoa production.

Share contracts in farming were developed in the cocoa industry, although they had originated in the mining sector. With the decline of cocoa in many areas and the development of alternative crops, share arrangements are now applied to food crops, including plantain, cassava, coco yam, maize and rice, and also to other orchard crops, such as oil palm and citrus. Sharecrop arrangements for food crops are usually short term, lasting just for the duration of a cropping season. It is usually the yield that is divided in short duration food crops, although the farm can also be divided into two shares, with each party taking responsibility for harvesting their own share. Sharecrop arrangements for food crops are also integrated into plantation development where food has been interplanted with orchard crops.

Three distinct phases have occurred in the evolution of share contacts in the Ghanaian forest region. Originally, *abusa* developed as a relationship between migrants and local landowners. In this phase of development, the *abusa* land tenant who developed a portion of plantation for the landlord and the migrant *abusa* worker who worked on an already established plantation, were both common forms.

The second phase was marked by a decline in long distance Sahelian labour migrants, due to the expulsion of aliens in 1969-1970, and their movement into Côte d'Ivoire from the 1970s. Migrant *abusa* labour and annual tenants became increasingly scarce. In many of the old cocoa growing areas, there were increasing problems with pests and diseases, declining yields and increased expenditure in re-establishing and rehabilitating cocoa. These difficulties discouraged migrants, who moved instead to the new cocoa districts of the Eastern Region where uncultivated forest land was still to be found. Farmers in the old cocoa districts of the Eastern region increasingly turned to food cultivation and other plantation crops, in place of cocoa. Labour became a major bottleneck for landowners as access to family labour was no longer guaranteed in the Eastern Region. Given the long history of hiring migrant sharecropping labour and increasing land shortages, landowners could not guarantee land for their children and their sister's children in matrilineal inheritance systems. Unable to secure land within their families, many youth sought work outside the family, as tenant farmers or labourers or they migrated to urban areas. Landowners were forced to hire local youth as casual labourer at rates which were more expensive than those of long distance migrants. Unable to afford the cost of paying wages to hired labour, many landlords negotiated share contracts with youth. Thus, in the second phase, casual labour and share contacts in which the tenant was responsible for the seed and labour came to replace annual labourers and *abusa* labourers, with local labour replacing migrant labour.

The third phase, in the New Abirem area, was marked by the development of a prosperous new plantation sector based on oil palm and citrus. This developed in the context of increased land scarcity and family disputes about inheritance and transfer of family land through gifts. Conflicts developed over the use of family land for plantation development, since it withdrew land from potential use for long periods of time. Many plantation developers sought to gain access to land from non-kin on a share contract, rather than be embroiled in dispute with family

members. However, the growing demand for land for citrus and oil palm development resulted in the increasing scarcity of land available through share contracts. Faced with growing difficulty in acquiring share contracts, many prospective tenants appealed to their relatives to release land to them on a share contract. Thus, in better-off families, share contracts are increasingly found between relatives and close family members. In poorer households, however, land is increasingly transacted with wealthier planters outside the family, resulting in increasing social differentiation between a poor peasantry and a wealthier middle class.

Different types of share contract characterise different regions, depending on the relations of production and the interaction between land, labour and capital. In the Western Region, where cocoa is still dominant and where migrants have moved in to develop cocoa, share contracts usually concern landowners and migrant tenants. In the Eastern Region, where cocoa has declined as a result of senescence, pests and diseases and been replaced by food crop cultivation, sharecropping is largely a relationship between landowning elders and local youth. In those areas of the Eastern Region where a new plantation economy has been built and land has become very scarce, due to high demand for plantation development, sharecropping is increasingly a relationship between family members. Agro-industrial concerns have recognised the significance and effectiveness of these share contracts, and have developed outgrower contracts with sharecrop tenants.

Sharecropping also addresses issues of land security. In the New Abirem area, farmers have worked out conventions for the transfer of plantations to tenants. This includes the signing of officially typed contracts before witnesses who receive a fee in return. Share contracts are seen as a more secure arrangement for investing in land than gaining access to family land, given the potential for family disputes over land and unreasonable demands by elders for a share of the proceeds. The share contract specifies clearly the rights of each party. Since the family landowner gains a pre-determined share of the plantation as part of the contract, additional demands cannot be made upon the tenant to contribute a share of the harvest, or give up the land in favour of another family heir. However, among the poorer households disputes may increase as young men without land question the rights of family elders to give out the family land to tenants at their expense.

Policy Implications

Although share contract relations are widespread in the agrarian economy of the forest region of Ghana, they are not given much legitimisation by the state. This is evident in a recent report, *The Report of the Committee on Tenant/Settler Farmers on a Study of Problems of Landlords and Tenant /Settler Farmers in Sefwi Wiawso and Juabeso-Bia Districts* (1999) in which the committee recommends that:

Customary tenure systems like "abusa" and "abunu" should be phased out and the same replaced by a more progressive system, capable of protecting the interests of tenant/settler farmers and landowners. This can be achieved by documenting the relationship between landlords and tenant/settler farmers and also by cash tenancy systems based on acreage. In this regard, it is the view of the committee that there should be a collaborative effort by the government with the traditional authorities and other stakeholders to review, harmonise and streamline customary practices, usage and legislation to govern land acquisition, land use and land disposal. (p.11)

The report goes on to make further recommendations that:

To avoid rampant acts of harassment meted out to settler farmers for payment of drink monies and periodic customary services, tenant farmers should be educated to pay the periodic customary services. But that should not be unreasonable. Similarly landowners should be educated not to make unreasonable demands on tenants. (p.13)

There is some inconsistency within these recommendations, for having called for the phasing out of obsolete customs, the report then calls for education of tenants and landlords to be "reasonable" within the *customary norms* and for "traditional authorities" to play a central role in redefining these institutions. While many of the problems documented in the report are certainly true for the Western region and other areas, including high rents and uncertainty of tenancy periods, these do not necessarily apply to all share contracts. For instance, within the New Abirem district, farmers have evolved clearly defined procedures for concluding tenancies with witnesses, reducing them to written documents as well as accurate means of measuring and dividing plots. GOPDC (a privatised former state parastatal company) also makes use of *abusa* contracts in its outgrower programme. The fact that these

arrangements do not make use of the Public Lands Administrator is perhaps more a reflection on the weakness of this state institution, rather than the "ignorance" of farmers.

The recommendation that the *abusa* and *abunu* system should be replaced by cash tenancy systems based on acreage does not take into account the shift in crop share agreements in the New Abirem area, which blur distinctions between land transactions and transactions over division over crops. Crop sharing arrangements are enabling new relationships between land and labour to be expressed, which reflect the increasing commodification of agriculture and its effect on family and lineage structure. Furthermore the instability of the cedi currency³ and the high rates of inflation make it difficult to arrive at accurate pricing mechanisms for land.

State approaches to share contracts are informed by a view of modernisation which sees sharecropping as an irrational and inefficient institution, since the proportion of yield surrendered by the tenant to the landlord is out of proportion with the land rent or the landlord's contribution to the yield (Myrdal, 1968). In recent years, this perspective has been challenged by the new institutional economists (Bardhan, 1984). They argue that if sharecropping was so ineffective and exploitative, it would not continue to exist. Sharecropping performs important functions, such as risk sharing between landlord and tenant, in which profits and losses are spread, as well as making it possible for tenants with no credit to gain access to land for farming purposes (Bardhan, 1984). However, in the case of New Abirem, this last point is not completely borne out, since the tenant must have credit to be able to pay the *aseda* fee, and to finance the development of the plantation. Share contracts may be said to promote economic efficiency by allowing a redistribution of land from landowners to people with the financial capacity to develop the land.

However, the new institutional economics fails to examine issues of political economy. Tenants may be forced into contractual arrangements they are not necessarily happy with because of their lack of power. In the New Abirem area, many farmers are not able to enter into sharecrop arrangements because they have insufficient capital to make the initial *aseda* payments. They are forced to work as labourers or to migrate out of the area. Nevertheless, share contracts are not responsible for this process of social differentiation; they merely provide an avenue through which these developments can be expressed.

Share contracts clearly operate within the modern agrarian economy and form an avenue through which political and economic struggles over access to land, labour and investment are being played out. Although they are not recognised as a modern institution by the state, they have developed alongside land and labour markets in the cocoa industry from the 1920s onwards. They are not unchanging customary institutions in the sense of being outside the modern economy, but have evolved, as the availability of resources has changed. Any attempt to standardise and regulate these contractual relations is likely to legitimise a particular set of power relations that exist at one moment in time and reduce flexibility within the system.

Recognising the valuable role played by share contracts in the agricultural economy could enhance certain aspects of agricultural development. Lack of collateral in land markets or titled land ownership has been identified as a major obstacle to creating credit for farm development. Share contracts create such collateral in plantations. Considerable investment of capital and labour are made in these plantations and individual rights of ownership are recognised, and often documented. This potential has clearly been recognised by the GOPDC with its *abusa* out-grower contracts, which also tie farmers into producing for the GOPDC within the palm oil sector. It should be possible to create a means by which existing plantations can be used as collateral for the development of new plantations, or to gain access to credit to improve and upgrade existing plantations.

Creating a register of land contracts within District Assemblies might be one option, though costly. Alternatively, the district land administration offices could keep information on the various types of share contract that occur within the district, their prevalence within different areas, the rationale of the contractual arrangement, methods for ensuring security of tenure, and the main problems and disputes which occur with the contracts. Perhaps of greater value would be an informal district level forum, where problems encountered in share contracts might be brought forward by tenants, landlords and other parties with interests in the land, without incurring costly legal fees. Such an institutional framework for land management could build on a pragmatic search for solutions based on experience, and fundamental principles, such as transparency, equity, and the search for consensus.

³ In the urban areas high value items are usually quoted in dollar equivalent rates because of the volatility of the cedi

REFERENCES

- Addo-Fening, R. (1997) *Akyem Abuakwa 1700-1943 from Ofori Panin to Sir Ofori Atta*, Trondheim: Norwegian University of Science and Technology, Faculty of Arts.
- Adomako Safo, J. (1974) "The Effects of the Expulsion of Migrant Workers on Ghana's Economy, with particular reference to the Cocoa industry" in S. Amin, (ed.) *Modern Migrations in West Africa*, London: International African Institute.
- Amanor, K.S. (1999) *Global Restructuring and Land Rights in Ghana: Forest food chains, timber and livelihoods*, Research Report No 108: Uppsala: Nordiska Afrikainstitutet.
- Amanor, K.S. (1994) *The New Frontier: Farmers' responses to land degradation*, London: Zed Press and Geneva: UNRISD.
- Amanor, K.S. (1998) "Structural adjustment and the changing political economy of land in West Africa" Paper presented at the synthesis conference on Structural Adjustment and Socio-economic change in sub-Saharan Africa, Centre for Development Research, Copenhagen 3-5 December.
- Arhin, K. (1985) "The Expansion of Cocoa Production: The Working Conditions of Migrant Cocoa Farmers in the Central and Western Region", Mimeo, Institute of African Studies, Legon.
- Austin, G. (1987) "The Emergence of Capitalist Relations in South Asante Cocoa-Farming, c. 1916-1933", *Journal of African History*, 28:259-81.
- Bardhan, P. (1984) *Land, Labour and Rural Poverty*, New York: Columbia University Press.
- Binswanger, H.P. and Deininger, K. (1993) "South African Land Policy: The legacy of history and current options" *World Development*, 21(9):1451-1475.
- Chauveau, J-P and Léonard, E. "Côte d'Ivoire's Pioneer Fronts: Historical and Political Determinants of the spread of cocoa cultivation" in W.G. Clarence-Smith (ed.) *Cocoa Pioneer Fronts since 1800: The role of smallholders, planters and merchants*, Basingstoke, Macmillan.
- Committee on Tenant/Settler Farmers (1999) *Report of the Committee on Tenant/Settler Farmers on a Study of Problems of Landlords and Tenants/Settlers Farmers in Sefwi-Wiawso and Juabeso-Bia Districts*, Accra: Office of the Administrator of Stool Lands.
- Daddieh, C.K. (1994) "Contract Farming and Palm Oil production in Côte d'Ivoire and Ghana" in P. Little and M. Watts (eds.) *Living under Contract: Contract farming and agrarian transformation in sub-Saharan Africa*, Madison: University of Wisconsin Press, pp.181-215.
- Gyasi, E.A. (1994) "The Adaptability of African Communal Land Tenure to Economic Opportunity: The example of land acquisition for oil palm farming in Ghana", *Africa*, 64(3); pp.391-405.
- Gyasi, E.A. (1992) "State Expropriation of Land for a Plantation and its Impact on Peasants in Ghana" in G. Cant, J. Overton, E. Pawson (eds.) *Indigenous Land Rights in Commonwealth Countries*, Proceedings of a Commonwealth Geographical Bureau Workshop, Christchurch: Commonwealth Geographical Bureau.
- Hill, P. (1963) *The Migrant Cocoa-Farmers of Southern Ghana: A study in rural capitalism*, Cambridge: Cambridge University Press.
- Hill, P. (1957) "An Economic Survey of Cocoa Farmers in Northern Akyem Abuakwa", Economic Research Division, University of Ghana.
- Hill, P. (1956) *The Gold Coast Cocoa Farmer*, Oxford: Oxford University Press.
- Hunter, J.M. (1963) "Cocoa Migrations and Patterns of Land Ownership in the Densu Valley near Suhum, Ghana" *Transactions and Papers of the Institute of British Geographers*, Vol. 33:161-86.
- Léonard, E. "Crise écologique, crise économique, crise d'un modèle d'exploitation agricole" in B. Contamin and H. Memel-Foté (eds.) *Le modèle ivoirien en question: Crises, ajustements, recompositions*, Paris: Karthala.
- Myrdal, G. (1968) *Asian Drama: An inquiry into the poverty of nations*, Harmondsworth: Penguin.
- Okali, C. (1983) *Cocoa and Kinship in Ghana: The matrilineal Akan of Ghana*, London: Kegan Paul.

Pogucki, R.J.H (1955) Report on land tenure in Adangme customary law. Accra: Gold Coast Lands Department

Rathbone, R. (1993) *Murder and Politics in Colonial Ghana*, Yale University Press: New Haven and London

Robertson, A.F. (1987) *The Dynamics of Productive Relationships: African share contracts in comparative perspective*, Cambridge: Cambridge University Press.

Sarbah, J. Mensah (1968) *Fanti Customary Law*, London: Frank Cass.

Skinner, E.P. (1965) "Labour migrations amongst the Mossi of the Upper Volta" in H. Kuper (ed.) *Urbanisation and Migration in West Africa*, Berkeley, CA: University of California Press.

Watts, M. (1994) "Life under Contract: Contract farming, agrarian restructuring, and flexible accumulation" in P. Little and M. Watts (eds.) *Living under Contract: Contract farming and agrarian transformation in sub-Saharan Africa*, Madison: University of Wisconsin Press.

3

Share contracts in the oil palm and citrus belt of Ghana examines the great importance of different arrangements for gaining access to land for farmers in southern Ghana. Share contracts are very common in Ghana, having stemmed from gold mining, fishing and timber into plantation crops, such as cocoa, oil palm and citrus. These arrangements have provided an institutional framework within which major long term investments have been made in the cocoa plantation sector. Research in the settlement of Mamanso found share contracts covered two-thirds of the farm plots surveyed, representing the dominant means by which people negotiate access to land. Such share contracts have evolved considerably over time, to accommodate changing availability of land and labour, and the emergence of new crop opportunities. They must also be understood in the light of major changes in social relations within the family and larger kin group, associated with a decline in reciprocity between elders and junior men. While in the past, share contracts have often provided a means for poorer, landless farmers to gain access to land, they are now increasingly restricted to those who can put forward a substantial 'entry' fee. There is thus a growing number of young, landless rural poor who have nothing but their labour to sell.

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.

ISBN 1-899825-70-3

International Institute for Environment and Development (IIED)
Drylands Programme
3 Endsleigh Street
London WC1H 0DD
United Kingdom
Tel: +44 207 388 2117
Fax: +44 207 388 2826
Email: drylands@iied.org
<http://www.iied.org>