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Land Rights under Pressure: Access to Resources in Southern Benin

Honorat Edja

Land Tenure and Resource Access in West Africa



LAND RIGHTS UNDER PRESSURE: ACCESS TO RESOURCES IN SOUTHERN BENIN

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Cover photo: Palm grove managed under a guardian contract, Dekouenou, Southern Benin. At maturity, the trees will be harvested and sold as firewood or acadja. Credit: Honorat Edja

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- 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.

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INTRODUCTION

The aim of this paper¹ is to analyse the institutional arrangements for gaining access to land and natural resources in southern Benin. This study analyses these practices in two zones, the Allada region and the coastal zone around the city of Ouidah, each of which has particular conditions of access to land. It considers the link between certain trends (demography, the development of markets, the reduction in cultivable land, technical constraints, etc.) and new institutional arrangements, their impact on agricultural productivity, and how practices affect equity and security of tenure.

Customary Systems in the Study Areas

In the study areas, local rules governing access to and control over land are derived from two types of land tenure system. The first belongs to a system commonly found in communities where village institutions regulate land, religion, lineage and the chieftaincy. Under this system, the strength of lineage rights over land tenure depends on how long the group has been settled in the village. The second, more specific, regime is structured around a system involving "landlords" (who can allocate land to others) and their "clients" (the descendants of former slaves). The land tenure relationships between the descendants of slaves in the hamlets of Dekouenou and large land-holding families with estates around Ouidah fall into this second category. In the first case, we talk about a "community based" system, while the second consists of a land tenure system with its roots in slave-based societies from earlier centuries. Both forms of tenure share the same general principles: the rights of the first occupant are pre-eminent, land and resources are allocated for multiple uses, and there are several levels at which land rights are regulated.

The classic "communal" regime

The term "communal" is used here in the sense of the original community of settlers, and in order to highlight the hierarchy of relations between "indigenous people" and "non-indigenous people", and between the "first occupants of the land" and "subsequent newcomers", in terms of who can appropriate and control land.

In most village communities in southern Benin, access to land tenure is regulated at several different levels. At community level, village and land chiefs play an important role in settling disputes between different lineage groups. Within lineage groups and extended families (*hennu*), the heads of these groups administer that land holding, which had been established when the first occupant appropriated an area and built up an "estate" for the family or lineage group. In most villages, this type of land holding can range from a few ancient palms on a small plot to more than 20 hectares, although such sizeable estates are increasingly rare. Rights over these land holdings are permanent and transferable.

This type of "communal" regime is characteristic of zones where local land tenure has been administered with little or no direct interference from an outside power (in this case, the *Daxomè* kingdom). It is also typical of non-plantation systems which have not been subjected to the great displacements and intermingling of peoples that shaped the kingdom of *Daxomè*, nor undergone the process that occurred at the beginning of the colonial conquest, when liberated slaves had to be settled and absorbed.

We selected the village of Dedomé as our first study site as it is typical of such "communal" regimes. Situated on the left bank of Lake Ahémé, Dedomé is close to the overpopulated regions of the Comé and Adja plateaux. The village is built on the "*terre de barre*"², whose clay soils attract large numbers of immigrants such that today, the area has been seriously degraded by human activity, and by the failure of current natural resource management practices to resolve the problems caused by intensive farming.

¹ A more detailed research report, entitled "Droits délégués d'accès à la terre et aux ressources naturelles dans le sud du Bénin" (October, 2000) is available in French from GRET.

² The *terre de barre* is the most important land type in southern Benin, and although it only represents about 10% of the national territory, this area shelters almost half of the population of the country. It is more fertile than other areas because it is rich in clay, but it now seems that intense pressure on land has caused the soils to become irreversibly degraded.

A regime based on the legacy of slavery

The second study site was chosen from around the town of Ouidah, in the hamlets of Dekouenou. Here, the local land tenure regime has been moulded by the social upheavals and economic changes caused by the decline of the transatlantic slave trade in the 19th century. This led to former slaves being integrated into the farming systems of the area with two factors playing a particular role in shaping the new rules governing access to land. The first was the setting up of oil palm plantations using slave labour by the Daxomè Kings, which was intended to reduce the surplus of liberated slave labour; and the second was the process during the 20th century of integrating slaves into farming systems that had hitherto been managed by free men. Dekouenou is made up of a group of hamlets, whose inhabitants are mostly descended from former slaves settled in the area either by land-owning groups from Ouidah, or by the nobility from Abomey that controlled the lands of Daxomè.

These historical factors have had a significant effect on the dynamics of local land tenure: as different groups were drawn into the local arena, it became necessary to establish new rules governing access to land. While the regime that subsequently evolved was based on the legacy of slavery, it has also been influenced by other dynamics, such as the spread of crops originating from America, the commercialisation of land and, more recently, the interaction between farm and urban land. As the land market has become increasingly commercialised, agricultural land near towns is rapidly being converted into building land, and farmers have to rely on informal arrangements to survive on small cultivation plots.

Land Rights

The village of Dedomé

In Dedomé, land tenure is administered and managed at three levels. The first is that of the lineage which constitutes the highest level at which communal lands still exist. When circumstances allow, the head of the lineage group can assign rights of use to third parties (non-members of the lineage group). He can authorise the allocation of cultivable land and palm groves through tenancy agreements, sharecropping, as a loan outside the family and even as a pledge, or mortgage (*mise en gage*). However, although the legitimacy of his right to administer communal land is generally uncontested by other members of the lineage, the same cannot be said about his authority to transfer rights of use over land to those outside the family, especially where this involves long-term contracts.

The second administrative level is that of the household. The permanent and transferable rights of the head of household include the right to assign part of the land to a third party so that they can farm on it. Heads of household generally exercise this right by allocating land to women and younger men or, when enough land is available, to people outside the household.

Finally, the individual assigned a piece of land may, under certain conditions, transfer use rights to another person. The transferability of use rights, in the form of granting temporary access to land, extends to land which is owned as well as land which has been borrowed.

The village of Dekouenou

Tenure relations between the descendants of slaves and their old masters are built on the basis of agreements linking each land-owning family to a number of ex-slaves in a given hamlet. In the hamlets of former slaves, land is administered by the head of the domestic group, who has rights of use over the land, and the right to temporarily transfer it to third parties. There is no notion of a broader lineage as a social entity that manages land tenure problems; nor is there any collective appropriation of land above and beyond the level of the domestic group. Individuals, such as women and younger men, may be allocated some of the land that was previously assigned to the head of the domestic group. Land tenure is regulated at both village and higher levels. The head of the domestic group deals with problems of access to land by members of that group, while conflicts between families are settled by landowning groups.

In the hamlets inhabited by descendants of slaves to the nobility of Abomey,³ regulatory powers are divided between the chief of the hamlet and the landowner. Spiritual powers are exercised by the oldest member of the landowning family in Abomey, who is also responsible for handling land allocation, regulating sales and presiding over disputes between members of the same community. The chief (or elder) of the hamlet is responsible for administering what the land-owner has decided.

Abomey is a religious site, where various rites are carried out. In terms of socio-political organisation, it is also the place where various problems and conflicts are resolved (including those unrelated to land), under the authority of the oldest member of the landowning family. However, the inhabitants of the hamlets also enjoy significant administrative control over land tenure on a day-to-day basis, including the right to assign rights of use to people from outside the hamlet.

³ Hamlets are effectively divided into two groups; some are linked to Ouidah, while others depend on the historic royal city of Abomey.

THE CONTEXT

The dynamics of land tenure are influenced by various factors and processes, which are largely beyond the control of local people. To understand the types of institutional arrangements that are currently evolving, we must consider the broader context.

Intense Pressure on Land

Like the southern parts of other countries in the Gulf of Guinea, southern Benin has historically attracted people looking for a good place to farm, resulting in the area becoming densely populated. Because of the relatively rich clay soil in the *barre* region, many people have settled here. Population density has risen to over 200 people per km² in some areas, where on average less than 0,75 ha of land is available for every active adult. In central and northern Benin, by contrast, more than 1 hectare is available per working adult. In the south, pressure on land in the Adja plateau and Ouémé valley is particularly high. This heavy pressure in land has helped generate a range of institutional arrangements which provide important ways of gaining access to sufficient farmland, particularly for poor households in southern Benin.

Seriously Degraded Soils

The high pressure on land has resulted in degraded soils, which is one of the main constraints on farming in the region. The situation is exacerbated by the fact that there are no government policies supporting food production, and consequently very few measures are taken to improve soil fertility. Hardly any mineral fertiliser is used on food crops, except for tomatoes, which are grown for the urban market. The only methods used to restore soil fertility are shrub fallow and fallowing under palm groves. Because of the limited amount of land available to each individual, informal arrangements play an important role in the management of fallow. Farmers are more likely to let land lie fallow for longer periods of 2 to 4 years if they can obtain land to cultivate from one of their neighbours, or by renting land. The poverty of the soils has led to diverse forms for allocating rights of use over land, especially in the *barre* region, where there has been intense human activity since the pre-colonial period.

Growing Demand for Fallow and Diverse Users

The intense pressure on land and constant recourse to different access arrangements are also caused by other social and economic factors. Demand for firewood in urban households has risen continuously over the last five years, but farming practices and the high pressure on land make it impossible to produce high quality wood for the urban market. Despite the poor quality of those bushes which regenerate on land left fallow, they are in heavy demand, partly because they provide good value compared with the wood and charcoal produced in central and northern Benin.

There is also considerable demand for *acadja*,⁴ which is used by fishermen in an area bounded by the Cotonou lagoon and Lakes Ahémé, Couffo, Toho and Nokoué, in southern Benin. Fishermen are another potential source of money and credit for farmers. Their primary interest in land lies in the *acadja* branches harvested from fallow areas, which they buy from farmers. Some fishermen are also involved in more general land transactions, such as negotiating rights of access and use so that they have more control over this essential input. However, growing *acadja* does not produce a sufficient return on the investment needed to acquire even temporary access to agricultural land (see below for rental rates), so fishermen look for other ways of making a profit, such as acquiring land as a financial investment. They buy land or take it as a pledge in return for a cash loan and, in certain places, now constitute a significant category of actors involved in land transactions.

There is a wide range of fallowing practices within the farming system. Farmers with a reasonable amount of land (about 2 hectares per active adult) generally average a two- to three-year fallow cycle. In most cases, their objec-

⁴ *Acadja* bushes are used for fish farming. The cut branches are planted in the riverbed and attract fish, which come and eat the shrubs and then live within the enclosure formed. The use of *acadja* is officially banned on the grounds that it contributes to the water becoming polluted and silted up, and because fishermen upset the balance of the fish population by catching too many young stock.

tives are economic: to produce fallow shrub land that can be put on the market at a later date. However, most farmers by contrast can fallow land for two rainy seasons at the most, and some simply do not have enough land to practice fallow at all. The herbaceous grass *Imperata cylindrica* is often found on areas where fallow is no longer practised, indicating that soils are badly degraded.

It costs between 9,000 and 15,000 FCFA/hectare to rent land without bushes, and between 21,000 and 30,000 FCFA per hectare for "mature" land on which there has been substantial re-growth of shrubs. These rates reflect the costs and returns involved in producing bushes, for farmers and fishermen alike, as well as other urban economic actors.

The Farming Crisis on the Adja Plateau

The farming crisis on the Adja plateau is characterised by the massive migration of younger men, most of whom are forced to seek and negotiate access to land away from their home. The origins of this crisis are linked to the economic choices and imbalances in agricultural opportunities available to older and younger men. On the Adja plateau, the land under food crops is constantly being encroached upon by palm groves. An increasing proportion of land, which is controlled by the elders, is tied up in palm production, used for distilling local alcohol, known as *sodabi*. There are very few opportunities for younger men or wives to become involved in food production or the oil palm economy, and they have little option but to emigrate, since they are virtually excluded from a system in which the palm grove reigns as queen.

Young emigrants from the hamlets of Dekouenou grow tomatoes (described below), using skills acquired in the wetlands of the Adja plateau. This crop, which they have been growing in their home region for some time, is well suited to "land-saving technologies", enabling them to adapt to the shortage of land by using more intensive farming methods, such as increasing their labour input and using mineral fertilisers to improve yields.

Land and Local Credit Systems

The various institutional arrangements in southern Benin which dominate ways of gaining access to farmland, are closely linked to local economic and social systems. Although there are a whole string of micro-finance institutions operating across rural Benin, food crops and off-farm activities suffer from the lack of effective access to credit, this being oriented almost entirely to producers of cash crops (cotton and pineapples). The main food crops are not very productive, mainly because the margins are so small, and because most people find it difficult to save any money. The only form of local saving schemes are the village *tontines*, which are run by women who use them to finance activities transforming agricultural produce into food for sale.

With virtually no spare cash, farmers cannot buy fertiliser or rent land, and most do not have the means to cope with social problems, such as illness or financing ceremonies, such as funerals. Those best able to cope are the people who can make a return on producing food and distilling palm wine, but there are not many of these producers or distillers, as a substantial investment is needed, for example, to purchase palm trees. When people need money, they tend to solve their problems by using the capital tied up in perennial crops or farmland. Another option, which is common in Dedomé, consists of mortgaging, or pledging land involving an arrangement between a landowner and a creditor who lends a significant amount of money. The creditor receiving the land as a pledge may well be asked to help out the debtor on a fairly frequent basis, whenever the latter has financial difficulties. The debtor generally asks for sums that are fairly modest in relation to the value of the land, which enables him to maintain the relationship over time.

In short, there is a close relationship between the credit system, the sale of palm groves and the local market in land rights. These practices are a way in which capital assets such as "land" and "natural resources" can be used to solve problems of a social nature, such as covering medical expenses, organising funerals, etc.

The Growing Importance of Oil Palm

It is impossible properly to discuss land tenure arrangements in southern Benin without mentioning natural palm groves. The oil palm *Elaeis guineensis* is so widespread in local farming systems that managing access to a piece of land is inextricably bound up with the management of the "precious" palm stands on that land. A number of cot-

tage industries use the output from natural palm groves to produce a varied range of products, among which the local alcohol *sodabi* takes pride of place. Palm groves are “harvested” when they are cut down at maturity and used to make palm wine. This is distilled into *sodabi*, which has become of particular importance given the broader economic crisis in the export sector. The widespread practice of growing food crops in association with young palm stands (in widely differing degrees of density) is an important compromise in achieving a balance between annual crops and plantations. However, the possibility of maintaining such a balance will largely depend on promoting institutional arrangements that allow both sub-systems to survive.

Most of the institutional arrangements presented below help accommodate the competition between food crops and palm groves, but their efficacy will depend upon initiatives to improve the productivity of both production systems. There is already a considerable amount of activity focused on programmes to rehabilitate palm groves, although implementation has been delayed by issues such as the handing back of land expropriated by government in the 1960s as part of an earlier programme to modernise palm production. For the moment, private operators and foreign donors are the main actors in initiatives to promote palm groves, investing in technical solutions and equipment for production and transformation.

Current initiatives focusing solely on palm groves (as opposed to activities aimed at food crops as well) raise questions about the future of food crops in the production systems of southern Benin. We need to consider the future status of these food crops, which already occupy a very minor position in local farming systems. It will take a lot more effort to improve their present precarious status and yields, due to the limited natural fertility of the soils and low economic returns.

The land tenure problems caused by the food crop/palm grove system are not just a question of economics. Bearing in mind the situation in the Adja plateau, we should note that the balance of power at local level (e.g. between elders and juniors) is also an important factor in generating this problem.

Interaction between Building Plots and Agricultural Land

The town of Cotonou is one of the main centres of the Cotonou/Porto Novo/Abomey-Calavi/Ouidah conglomeration, while the outskirts of Ouidah form one of the key peri-urban zones in this growing complex. The increasing amount of land being turned over to construction of buildings is having a major impact on rural land tenure. The conversion of agricultural land into urban land is completely uncontrolled: no civic planning structures are involved, and the process is managed through informal arrangements between the main protagonists. The vendors usually hold customary rights, while the purchasers are generally townspeople. Transactions are managed within a system of rules inspired by customary regulations, which recognise the right of holders of customary rights to sell part or all of their land to a purchaser of their choice.

A number of informal arrangements for managing various technical and social problems have sprung up around this type of peri-urban development. Some are designed to protect the rights of individuals, such as farmers, who have until now cultivated the land being sold. This is the case with “guardian” contracts, which connect city dwellers to the people that sold them the land. There are also arrangements to protect collective rights, such as the “preferential sale clause” (described below) developed in Ouidah between land-owning groups and the descendants of slaves.

Peri-urban growth thus provides the context for the development of many informal arrangements aimed at managing problems of access to land: problems that arise from the fact that people have very different motivations for wanting to acquire land. Given the lack of administrative regulations, these arrangements remain the single, essential framework for managing the future of agriculture around these towns. City dwellers’ interest in peri-urban land lies not only in extending the building zone, but in promoting another type of agriculture: pineapple plantations and orchards managed by a new breed of urban farmer. In future, the twin dynamics of expanding towns and this new type of farming will probably dominate the development of institutional arrangements in peri-urban areas.

Public Policies

The evolution of diverse practices of assigning rights of use over land and other resources is in part due to the lack of a coherent judicial framework capable of addressing problems of access to land. At the level of national legis-

lation, there is little recognition of farmers' rights. The current laws pertaining to rural land tenure date back to 1961, when they were developed to support a policy aimed at increasing productive use of land (*la mise en valeur*). Law 61-26, of August 10 1961, defined what was meant by "productive use of rural land" and provided the legal basis for the state to take control of much palm grove land, on the grounds that it would upgrade tree productivity. Recent attempts at codification have also been oriented towards encouraging "productive use of land". One of the most recent measures was Law 93-009, of July 2 1993, regulating national forests. This law has provided the legal basis for the State to take over forests and woodlands on the grounds that only the State can protect and exploit them properly. The rural land tenure code is still being debated, and being considered by senior advisors. This process was preceded by the implementation of a project called the Rural Land Tenure Plan (*Plan Foncier Rural*), one of whose objectives was to produce information that could be used to draw up the code. At the moment, however, it is difficult to judge what influence this project will have on the draft law being prepared.

INSTITUTIONAL ARRANGEMENTS

In order to understand existing land tenure arrangements and the position of different actors, we need to have an idea of the different types of rights that may be held over land and natural resources. There are three categories of resources for which one can define various types of rights of use: land, fallow and palm groves. They are always kept separate in land tenure arrangements, although in current farming practices food crops and palm groves almost always go together. Because of this, negotiations over access to land and natural resources are generally arrangements to obtain one or more of these rights.

Rights over Land and Natural Resources

By separating land, fallow and palm groves, we can distinguish four types of land right:

1. The right to cultivate (food crops);
2. The right to harvest wood (*acadja*, firewood);
3. The right to extract palm wine;
4. The right to harvest palm nuts.

The right to extract wine is seen as a particularly precious one. It is the right of the landowner, who may pass it on to a third party by selling the plantation or if the land is inherited. The right to harvest wood is also exclusive to the landowner, although various transactions, such as purchasing fallow and mortgaging land, allow third parties to enjoy it. The right to harvest palm nuts is seen as a communal right, which may be simultaneously enjoyed by both the landlord and the tenant. In practice, both parties can gather nuts for domestic use. The right to cultivate and rights of access to land enable holders to produce food crops.

These various types of use combine at different levels, according to the type of institutional arrangement involved.

Zunda

Zunda is a tenant farming contract that gives the tenant the right to cultivate land for a fixed period. The term originated with a contract relating to *zun*, or fallow land, but given the current scarcity of fallow and the shorter fallow periods, *zunda* now also includes ordinary land, which has not benefited from a fallow period. Under this agreement, all rent must be paid when the contract is signed.

It is not only the landless who are tenant farmers; with the exception of a few people who control enough land not to need to rent, every family head will usually be cultivating land rented from another farmer in the village. Acting as both landlord and tenant, they hire out their land through *zunda*, even while looking to rent other plots of land from elsewhere. The system of circulating the right to use land between different categories of people makes *zunda* the most popular method of gaining access to land in the *barre* area. One of the aims of the tenants, particularly those who own several plots of land, is to use the difference in levels of soil fertility between plots rented in and out to earn money and improve their output. Renting is seen as the arrangement best suited to the dual objectives of improving security and making money.

The proportion of land rented-in varies from 0 to 40%, for those with some land of their own, while rented-in land can be as much as 75% among the landless, the remainder being sought on other contractual terms.

Zunda on fallow land

Fallow land is best suited to producing demanding crops such as maize, which is a basic foodstuff. Thus, people seeking good farmland usually try to secure mature fallow under a maize *zunda* tenancy agreement, even though they have to pay more for it. For those who have rights to enough land, the production of fallow is a means to generate fertile land, access to which can be negotiated on the market. As bush fallow products become increasingly important, the arrangements and terms for *zunda* on fallow are accommodating themselves to new market conditions.

Zunda on largely unrestored land

As in Dekouenou, more than 90% of the land in Dedomé is only left fallow for short periods of up to five seasons (2½ years). The land available for rent has usually been cultivated for more than three seasons and is in poor condition. Most unrestored land is found close to dwellings.

The logic behind the practice of renting poor quality land is simple. Few farmers have enough land of their own to satisfy their need for acreage and soil quality, and poor land is that most readily available on the local market in terms of area and rental charges. The current transactions amount to a series of exchanges between farmers coping with different constraints and using advantages that they can convert into cash on the land market. While “*zunda* on fallow land” can be used for maize, “*zunda* on largely unrestored soil” is well suited to as cassava, which will grow on less fertile soil. *Zunda* on largely unrestored soil is often the only option for tenant farmers forced to cope with the triple problems of intense pressure on land, impoverished soils and low incomes.

Extent of tenants' rights

Zunda confers upon the tenant the right to cultivate and the right to harvest resources, such as nuts and wood; however, it does not include the right to produce palm wine. The parties involved in “fallow *zunda*” can come to any one of a variety of agreements over the type of rights conferred. These might include all the principal rights, namely the right to cultivate and the right to harvest wood. Alternatively, the agreement may confer the single right of access to cultivable land, in which case, the landholder remains responsible for harvesting and selling bush resources. However, the tenant will often want access to both principal rights. As a general rule, tenants do not have the right to pass on the rights conferred upon them by the *zunda* agreement; in practice, however, they do assign secondary derived rights to third parties. This practice of passing on rights previously acquired through *zunda*, has developed as pressure on land increases.

Duration of contracts and rental rates

The duration of contracts is defined in terms of the “growing season”, and can vary between 2 and 10 growing seasons (1 to 5 years). The regional variations in this type of contract are related to local farming systems, which range from maize and cassava crops grown with little or no inputs to the more intensive production of tomatoes using fertilisers.

The condition of the bush re-growth is an important determining factor in the cost of renting land. The cost of renting one *kanti* (one thirtieth of a hectare) of ordinary land varies between 300 and 500 FCFA for two growing seasons, equivalent to between 9,000 and 15,000 FCFA per hectare. It costs between 500 and 700 FCFA (15,000 to 21,000 FCFA per hectare) to rent one *kanti* of *zun* for one year's cultivation, and between 21,000 and 30,000 FCFA to rent one hectare of mature fallow land for the same period.

Lema

Nowadays, in southern Benin, *lema* constitutes the main kind of sharecropping contract which allows the user to grow food crops, particularly maize and cassava. However, the practice of sharecropping predates *lema*, having been recorded in oil palm plantations during colonial times.

***Kinnato*: sharecropping in the royal plantation**

The aim of this type of sharecropping was to produce palm nuts, with payment made in nuts or their equivalent. Predating *lema*, it was a precursor to the sharecropping systems now prevalent in Benin, and may itself have been preceded by other forms of share contract. *Kinnato* dates back to the period after the transatlantic slave trade was abolished (1860 – 1870), when it revised the terms of the traditional master-slave relationship.

Plantation sharecropping is a means which enabled the sharecropper to farm a plantation, and gain access to cultivable land in return. Under this contract, the sharecropper was remunerated with between a quarter and a third of the harvest, the landowner taking between three-quarters and two-thirds of the produce. Rates fluctuated according to the relationship between master and slave. Plantation sharecropping known as *kpama*, continues today

and is a complex relationship based on patron-client linkages, and it is these that determine how the harvest is divided up. The diverse nature of the relations between masters and former slaves has caused this system to evolve in various different ways, and a number of new forms have emerged (see below, guardian contracts, for example).

***Lema*: food sharecropping**

The word *lema* is derived from *le* to cultivate and *ma* to share. Food sharecropping, particularly maize and cassava, is a fairly widespread form of contract practised in zones where pressure on land has created a class of landless farmers, such as in the Atlantic, Mono and Ouémé departments of lower Benin (c.f. Biauou, 1994). *Lema* contracts are generally limited to cassava and maize, the entire harvest being divided up, with a third going to the owner and two-thirds to the sharecropper. The latter must tell the owner when the crops are ready to harvest, so that he can attend in person or send a representative. The presence of both parties enables them to note if any of the harvest has been removed, so that the owner can demand reparation for the loss sustained.

Very little is invested in food sharecropping, as manual labour is the only real input into production. Unlike tomatoes, which are subject to a separate form of contract, maize and cassava are unlikely to provide either the sharecropper or the landholder with any significant profits for re-investment in farming. Most food crop *lema* land is let out by older farmers usually over 55 years old. More than 80% of farmers in this category said they had problems with finding sufficient family labour, having few active people at their disposal. Sharecroppers are generally younger men. Most of them are unable, through lack of funds, to rent land, but they can sharecrop and work as labourers while hoping that their situation may improve. Because the option of wage labouring enables them to avoid being entirely reliant on sharecropping, it is not possible to characterise "sharecroppers" as a distinct social group. However, there is a particular category of farmer that most often ends up as a sharecropper: landless farmers trying to cope with very low levels of income.

Sharecroppers' rights

With *lema*, the sharecropper enjoys one principal right: the right to cultivate. He also has the right to harvest palm nuts from trees found on the land. He may not unilaterally transfer his right to cultivate to anyone else, not even members of his family, but can negotiate a sharecropping arrangement for a friend or relative, provided he introduces the individual to the landowner. Because the owner bases his expectations on the likely productivity of the sharecropper, he may not always be prepared for the plot to be assigned to a third party, particularly if he thinks that this person will not work hard enough. In theory, the sharecropper is free to manage his production activities and oversee his labour force, but in practice, the landowner may visit and try to interfere.

Tomato sharecropping

Tomato sharecropping differs from the classic sharecropping described above, in that the two parties are more involved in jointly administering and monitoring the agreement established between them. They both participate in managing the factors of production, and the landowner helps mobilise resources, although the costs are borne by the sharecropper. Unlike those letting out land for food sharecropping, the landowner plays an important role in the social aspects of managing the contract.

With this type of contract, the system for sharing of produce is very different from those in other sharecropping agreements, due to the multiple harvests which can be made from tomato plants. The first crop is not divided up, but goes entirely to the sharecropper, enabling him to clear some of the debts he owes the land-giver. The crop is divided up for the first time at the second harvest, when it is split into three equal shares, one of which goes to the landowner, while the remaining two-thirds go to the sharecropper. Sharecroppers can expect to harvest about ten crops over the main rainy season, and can often pay off all their debts after the first three harvests. If the sharecropper has run up large debts or stayed over several farming seasons, the land-giver keeps records and adds everything up, so that he can be reimbursed before the sharecropper leaves to return to his home village. Carrying debts over into subsequent contracts is generally avoided.

Rights and management of the contract

Because it relates to a specific crop, the tomato sharecropping contract has several fixed, non-negotiable parameters. The sharecropper is not permitted to grow any crop other than tomatoes in any part of the plot, either on its

own or in association. Under the terms of this contract, the sharecropper and his family live on the landowner's premises. Sharecroppers are responsible for managing their own households, and often obtain credit from their host to cover initial living expenses, which are mainly food-related. They also borrow money to buy mineral inputs. The landowner thus acts as the sharecropper's creditor.

Duration of sharecropping agreements and security of tenure

Sharecropping contracts do not usually specify a fixed term, with the arrangement lasting for as long as the two parties are satisfied with the way it is managed. This means that the sharecropper's security of tenure is closely linked with the management and implementation of the contract, and is dependent on the social relationship with his landlord and creditor. Although there may not be any initial differences of opinion between the two parties, there is a certain element of insecurity in the agreement, caused by the relatively infertile soils. After four to six growing seasons, despite application of mineral fertilisers, soils are generally so impoverished that it would be inappropriate to plant a new crop, and the land has to be left fallow. In order to cover themselves for the risks associated with land being put into fallow, some sharecroppers negotiate contracts with two or three landowners. Most sharecroppers hope to find a large landowner, who can make other plots available during the fallow period. For tomato sharecropping, nearly half the land-owners interviewed indicated that they can count on the loyalty of sharecroppers to provide them with labour for at least two to three years of cropping.

Awoba

Awoba is an institutional arrangement that uses land as a guarantee as part of a loan agreement. In this relationship, the beneficiary of the loan provides the land, the market value of which is an indication of the amount of money likely to pass between the creditor and the person pledging the land. In other words, there is a limit to the amount of cash a land-owner can raise from a given plot, set by the land's sale value. The debtor must reimburse the equivalent of the accumulated sum of the loans in order to reclaim the plot of land.

Awoba is an arrangement that enables someone who owns land but faces a crisis, to borrow cash from another who, while not necessarily affluent, is better able to manage his finances. Various other local people, who may or may not be farmers, are involved in *awoba* contracts, which are often seen as an agreement that carries the greatest risk of conflict.

Rights of the recipient of *awoba* land

The person taking land under an *awoba* contract has the right to cultivate food, harvest palm nuts, and to assign cultivation rights to a third party through renting or sharecropping. This makes the *awoba* relationship the only land tenure arrangement to recognise the right of the taker to allocate land to a third party.

Those people accepting land under *awoba* contracts include fishermen and *sodabi* distillers, as well as less obvious groups, such as city dwellers originally from the village or region, retired civil servants who have gone back to the village, emigrants who have returned from abroad, and taxi drivers. Distillers are a relatively affluent group who can, at certain times, respond to farmers in need of credit; while fishermen are another category of local actors that can provide farmers with loans. Those pledging land are mainly farmers responsible for administering land belonging to family or lineage groups.

Duration of the agreement

One of the main constraints faced by the creditor receiving *awoba* land is the fact that the landowner may, at any time, repay the loan and reclaim the land. To best manage this constraint, the creditor allocates the land to a third party for short periods only, averaging 2 to 3 growing seasons. If the debtor has a large palm grove, he may be able to repay the loan with money made by selling palm stands or distilling alcohol, and thereby redeem his land. Most land is reclaimed in this way. Finally, it should be noted that some *awoba* contracts are converted into sales, if the cumulative total of loans made is close to the current market price of the land.

Palm Grove Contracts

The palm grove contract⁵ is a land tenure arrangement that allows the taker to acquire a plantation. At the beginning of the agreement, the beneficiary of the contract buys young palm stands between 6 and 9 years old, and shares rights of access to the land with another farmer, who grows food crops on it. This is either the owner of the plot or another farmer who has been assigned the right to grow food crops on the land. The palm grove contract covers more than the sale of plants, as it is an arrangement that allows the purchaser to manage the plantation. It is found in Dedomé, but is less common in Dekouenou, probably because of the high pressure on rural land there, and the need to strike a better balance between food and perennial crops. This type of contract involves privately owned land that has either been bought or inherited. Land under joint management (undivided inheritance, family land reserves) is not generally used, even though the eldest sons often assert the right to dispose of the family palm grove.

Duration of the agreement

The duration of palm grove contracts is subject to lively negotiation. Because trees are densely planted, with around 15 stands per *kanti* or 450 trees/hectare, it is difficult to grow food crops beneath them when they mature and, once this is no longer possible, the plot can properly be called a plantation. It is then controlled by the land user. Even with only 400 trees per hectare, it will be difficult to grow food crops after the trees are about 12 years old. The land-owner is usually impatient for the plantation-owner to harvest the trees for wine as soon as possible while the purchaser of the palm trees will wish to wait until the trees have reached full maturity.

Types of rights conferred

The palm grove contract is similar to all the other arrangements in that it separates out the right to make use of the palm grove from the right to grow food crops. The beneficiary of the contract has the right to the palm trees, and to harvest palm nuts, but the latter is a right that is also shared with the farmer. Comparing the palm grove contract with other types of arrangement, one can see that the positions of the ceder and recipient are reversed, in terms of the enjoyment of rights attached to each type of contract. The owner of the plot controls the food crops, while the recipient owns the plantation. Despite this reversal, the rights to harvest nuts are no different from those conferred by the *lema* and *zunda* contracts: rights are shared, regardless of the tenure status of either party (owner or non-owner of the plot).

The palm grove contract is oriented towards production of palm wine and the production of *sodabi*, one of the main income-generating activities in rural southern Benin. In order to make it a more secure source of employment and income, the terms of the agreements need to be made more precise, particularly those relating to the time frame, and moment chosen to cut down the plantation.

Guardian Contracts

We use the term “guardian” contracts to denote relations linking former slaves living in the hamlets near Ouidah with their former masters who own the land rights. Under this agreement, the people controlling the land do not make direct use of the land, which is entrusted to villagers who are settled on the land. The guardian contract differs from classic sharecropping in that the harvest is not systematically divided up. The association between landowners and “guardians” is a relationship that links social institutions, rather than specific individuals, and connects a landholding family with one or more slave lineages. The members of the slave lineage group live in a hamlet, with one or two other groups.⁶ By the end of the 19th century, the social structure of most of the village communities presently living in the hamlets of Dekouenou was the same as it is today. The allocation of land to slaves is not a simple matter of remuneration for labour provided in the palm groves. It is part of a broader strategy integrating land and labour into a network of family relationships.

⁵ In 1991, Biauou uses the expression “palm grove contract” to analyse the land tenure arrangements relating to the purchase of young palm saplings on the Adja plateau.

⁶ Only the hamlet of Agbanganongon is made up of a single lineage group with the same name.

Extent of rights

When liberated slaves were made responsible for acting as custodians of land and natural resources, it heralded a new order in the development of land tenure relationships, based on guaranteed access for former slaves to farmland and recognition of their rights fully to enjoy the food products harvested from the allocated land. The land thus guarded is seen locally as the “property” of both the land-holder and the ex-slave, the latter being considered a member of the land-owner’s family, with whom he shares common values, practises the same *vodun* religion and participates in organising cultural events. With this contract, landholders are not interested in the maize and cassava produced by the user, but in the security of their property. However, they do enjoy produce from the plantation, particularly palm wine. The land is cultivated by the inhabitants of the hamlets, who are responsible for ensuring the security of the estates and the natural resources found on them, such as palm trees and wood. In return, these occupants and guardians enjoy extensive rights of use over the land allocated for food production.

There are two variations of this agreement. In the hamlets attached to Ouidah, regulations are generally enforced by the land-owners who administer land and resolve conflicts. However, in the hamlets that are subordinate to Abomey, these roles are held within the village, with the “metropolis” responsible for enacting land tenure policy and resolving conflicts that cannot be settled at hamlet level. In practice, the hamlet chief exerts considerable authority over the management of land.

Security of land tenure and guardian contracts

The guardian contract confers considerable security of tenure on the descendants of slaves farming around Ouidah. Land tenure in the hamlets of Dekouenou is a little like the common West African community-based regime, in that it is geared to ensuring that every member of the community has access to land. Land is allocated to each farming family but, as a result of the growing population and the conversion of farmland into building land, it is no longer sufficient for their needs. If they wish, the people living in hamlets can assign rights of use to a third party through rental or sharecropping agreements, as they alone have the right to decide how to make the best use of the land.

Preferential sale clause

Although it is becoming increasingly commercialised, the local market for agricultural land does take account of certain social constraints. People living in the hamlets have first refusal on land coming onto the market, which is offered to the community that has hitherto attended to its upkeep and security. In other words, there is a preferential sale clause that operates in favour of the hamlet inhabitants, but the land will be sold at the same price, regardless of whether the purchaser comes from within or outside the hamlet.

Lending Land

There are three ways to lend land. The first is a loan within the household, where land is loaned to another member of the same group. In the second type, which we will call a loan within the family, the borrower is someone from outside the household but has direct kinship links with it. This type of loan usually involves people who do not live or work together. The third type of loan involves people with no direct kinship links with each other, and this is known as a loan outside the family.

Loans within the household and family

These cover land that is allocated to various categories of borrower: wife, younger men or daughter returning to the family. In the two study villages, the head of the household has a duty and responsibility to assign land to his wife, despite the fact that there are now various constraints to this practice. The wife gains access to land by virtue of her husband’s right to part of the land belonging to his lineage group. Just as the community regime must ensure that all members of the village community have access to land, the household head must ensure that his wife has access to land. Most women complain that they are allocated poor land, on which they are unlikely to make a reasonable return. However, they do not have to rely on the availability of family land alone: we found that

as land transactions are becoming more commercialised and the rental market increases, over 40% of women from our sample use the market to solve their problems of gaining access to cultivable land.

In Dedomé, younger men allocated a plot of land mainly fall into the category of dependent young who provide labour to the head of the household. In fact, few heads of household can still control this workforce, since young men prefer to seek employment in town or work outside the agricultural sector. Those still under the authority of the elders in Dedomé have formed self-help groups (*sò*) to provide labour for their respective households. One way that land can be assigned to younger men is through the early division of heritable land between the sons of the head of household, a practice aimed at avoiding subsequent problems over the distribution of the family estate. In this case, the head of the household decides how land should be assigned, and apportions it in such a way as to recompense one son who works hard in the family field, or reward another who has contributed to the household in a different way.

Daughters returning to their father's house for various reasons, such as divorce, may be allocated a plot of land, if one is available. They are allocated land in the same way as other men or wives, and are subject to the same obligation to work on the communal plot as well. Their situation is seen as temporary, and rights to the land are lost upon their remarriage. The allocation of land to a woman returning to her family is practised in both the villages studied. The rights granted give her some security, and cannot be withdrawn while she is under her father's roof.

Loans within the family also cover the allocation of land to a married daughter living in the marital home, by her parents or parents-in-law. This arrangement is used when, for instance, the women cannot obtain land from her husband because he has none available, or when she does not have the financial means to rent land. However, these rights may be revoked when her conditions improve.

Loans outside the family

This is a way of settling non-indigenous people on lineage land and usually develops into open-ended free loans. However, the amount of land which can be allocated is now limited, since little or no land is left for clearance. Loans to those outside the family provide land-owners with a means of securing holdings located far from the village. Until the end of the 1970s, settling non-indigenous people on uncultivated land was considered to be one of the most effective methods of establishing secure tenure, as the farmers using the land brought "security through occupation of the area". However, this type of loan has evolved as land has become scarce and transactions increasingly commercialised, and in Dedomé loans have declined in favour of sharecropping.

Under this type of loan, the "settlers" undertake to help their hosts by providing them with part of the harvest,⁷ and other forms of support, particularly when land-owners need to organise ritual ceremonies and funerals. Over the years, the donation of farm produce has lost much of its informal, symbolic character, and has become a kind of obligation for the "settlers", whose position is increasingly that of tenants.

⁷ In the first half of the 1990s, people living in the hamlets of Adjaganhoué "gave as much as they saw fit"; however, they were obliged to make this gesture. The repayment made in this way is not part of a sharecropping agreement.

CONCLUSION

Economic Effectiveness and Equity

The actors involved in the diverse arrangements presented in this paper are seeking solutions to the problems posed by land scarcity and fragmentation. People opt for the arrangement they think will help them to farm most productively. This explains the decline in the practice of assigning partially restored land for sharecropping, which is now seen as the "least effective" way of achieving economic goals. Our sources reported that there are several reasons for this, one of which relates to the generally limited fertility of the soils. Because the soil is not very fertile, sharecroppers often have to work very hard to get a reasonably satisfactory return. For example, they need to hoe and weed maize 2 or 3 times, and cassava 4 or 5 times, while this would only need to be done once on fertile soil. Their willingness to invest labour in increasing output is directly related to their expectations of how the harvest will be shared out, and most of the farmers we spoke to said that they would only be prepared to put in more work if they were going to get all the produce. When soils are depleted, the sharecroppers feel as though their extra input increases the landowner's return more quickly than their own (see Colin, 1998, for an analysis of the relationship between landholders and sharecroppers). One fact that did emerge is that more work is put into farming under *zunda* than with *lema* contracts. A landowner with a mature fallow plot would rather rent it out and get an immediate financial return than offer it up for sharecropping and wait for the sharecropper to produce a harvest.

The land tenure arrangements in force in the study areas have helped broaden the range of beneficiaries with access to land and other resources. Those most commonly involved in such contracts include indigenous landholders, former migrants, recent and seasonal migrants, the descendants of slaves, guardians or former masters, younger men and city-dwellers.

Markets for Labour and Farm Produce

Each of the arrangements described here plays an important role in resolving the problems caused by the workings of the markets for labour and agricultural produce.

Tomato sharecropping is an arrangement that evolved in response to new economic opportunities emerging at the end of the 1980s, when demand for tomatoes was increasing, but state companies (particularly the bankrupt national fruit and vegetable company, SONAFEL) were having serious problems supplying urban consumers. There are important social benefits from this arrangement, although in terms of the number of producers involved and the area allocated, its scope is small. By offering migrants who specialise in tomato production the opportunity to gain access to agricultural land, it provides an opening for some landless farmers to get back into the rural economy. These seasonal migrant workers are excluded from the land tenure system back home, in which much agricultural land is tied up in palm groves, which are controlled by the elders. Migrant workers have little opportunity to acquire agricultural land and therefore fall back on tomato production, because this labour intensive crop is well adapted to the increasing shortage of land.

Certain land contracts are the result of a compromise between various objectives, such as the desire to minimise social and economic risk. Factors such as price variability between one season and the next, will not always deter people who are prepared to accept the risks involved. Given the fluctuating price of maize and its sensitivity to climate conditions, one would expect to find frequent sharecropping of this crop, since sharing the harvest provides a means to spread risk between the landlord and tenant. However, in practice, farmers often opt for *zunda* rather than *lema*, because they prefer to control the whole farming process and reap all the benefits.

Most of these land tenure arrangements are also bound up with the need to gain access to labour. In a farming system dominated by the association between food crops and palm groves, the person holding the plantation rights benefits from the weeding labour expended by the holder of food crop rights. The renting and sharecropping practised in the study area can be seen as systems that enable an owner to gain access to "labour for the plantation",⁸ while the sharing of rights (particularly the right to harvest palm nuts) can be seen as an arrangement that recompenses the farmer for the labour invested in weeding his food crops.

⁸ The labour explanation is not obviously valid in the case of the palm grove contract, where the owner continues to use the cultivable land and the buyer exploits the palm trees.

Individualisation of Land Relations

One of the striking aspects of the customary regimes considered in this study is the fact that land tenure relationships are becoming increasingly individualised, as we saw in the arrangements involving parties from the same lineage group or household. In the two study villages, land is allocated by the elders, usually as part of a strategy intended to maintain and control the workforce. Young men are given the smallest and least fertile land to farm, and so, like women, they rely on renting to get access to agricultural land.

When considering the ways in which women can gain access to land, we should note that in certain hamlets where there is very little to inherit, men and women compete in the rental market, where they are all looking for *zunda*. Men do not have enough cultivable land for their own needs and therefore are unable to pass any on to women. Most household heads have to rent land, and hence cannot satisfy the needs of their wives and younger men. As a result, women have been forced into the land market. At least 75% of those within our survey rent land and, for 40% of these women, rented land makes up most of the area they cultivate. Others have to rely on the plot allocated by their husband (even if it is often small and infertile), or get involved in trade and food processing, or set up small businesses.

Documentation of Land Transactions

Because of the many problems related to land rights, securing those rights has become a major concern. Rather than negotiating clearer and improved terms when the agreements are made, people try to secure their rights by other means, such as recording agreements on paper. In Dedomé, for example, the recording of land transactions has become common. The earliest documented "rental agreement" was found dating from 1977, which had subsequently been converted into a mortgage contract. The first written agreements among farmers related to pledged land probably because this type of contract often gave rise to particularly difficult disputes. Initially, the documentation was simply a means of formally recognising a debt, a written certificate that the lender asked the borrower to provide to testify that money had been paid over, rather like a receipt. Certificates often consist of a few lines written on unheaded paper, and are only signed by the two protagonists, without any witnesses present.

The various written agreements discovered during our research relate to renting, pledging, the palm grove contracts and the sale of land. They use various designations: *mise en gage* (pledge/mortgage), *convention de mise en gage* (pledge agreement), *mise en garantie* (guaranty agreement), *zunda agreement*, "field rental agreement", "loan agreement", "act of sale", etc. These papers validate contracts in various ways. In some cases, they rely on witnesses, in others, a signature from the local government official is used to endorse the agreement. Different combinations of these features distinguish the written agreements between farmers, which are more common, from written agreements endorsed by the administrative authority. However, many people involved in such arrangements choose to manage their land transactions on an informal basis, partly because of the cost of putting an agreement into writing, and partly because there is no official legal recognition of local level land tenure practices, whether written or not.

The main problem with the written agreements used in the study area is that it is not always clear what kind of endorsement they confer, particularly because they do not resemble any formal legal document. There are so many omissions and unwritten conditions in the certificates drawn up by farmers that they pose a major challenge to judge the exact nature of rights to land and natural resources which have been agreed.

The Challenges Ahead

As we have seen, a variety of informal arrangements play an important role in providing access to land, as well as solving other social and economic problems. However, they also raise a number of difficulties. For example, the letting out of land for rent does not provide a satisfactory solution to the cash flow problems experienced by many farmers. The meagre amounts of land involved only raise modest sums of money and, as these problems are recurrent, the landowner is always tempted to go back to the tenant for help when the next crisis arises. The owner may suggest a rental contract paid several years in advance, so that the land user becomes his creditor. Some landholders have two or three such tenant-creditors.

The credit market, and practices of renting and pledging land, work in favour of landholders and against disadvantaged groups, such as landless farmers, women and younger men, who must nonetheless use whatever the system can provide if they want to gain access to agricultural land. To obtain a plot of land, they have to be prepared to “get by” and support other people in times of crisis, hoping to benefit in their turn. For people with no control over land, receiving land in pledge is a means to negotiate greater security of tenure, by ensuring the landowner is constantly in debt to them. However, this is not always successful.

The imprecise nature of the contracts and weak systems of authority pose further challenges, which are central to most of the problems with land tenure arrangements. Although many of these difficulties are caused by failure to comply with the terms of the contract,⁹ illegal leases, managing multiple access to land, etc., most agreements make no provision for how conflicts should be resolved nor offer any opportunity to appeal.

One reason for problems in resolving conflict is the multiplicity of procedures for dealing with disputes. At local level, the chief of the hamlet, or the religious leader, head of the land or lineage group, extended family, land owning family group and members of the royal family, are all skilled in resolving disputes over land. Difficulties do not necessarily arise from the multiplicity of procedures at this level, as these systems of authority often only intervene in particular circumstances and do not compete with each other. However, problems do arise when, as is common, a plaintiff pursues parallel procedures at both customary and official levels, taking a case both to the village leadership and the municipal town hall, police station, or county court in Ouidah. Many people also go to the elected local representative who is approached by over 75% of plaintiffs in Dedomé.

There are many contradictions in the way in which official structures with responsibility for land carry out their duties. This stems from their increasing marginalisation in terms of the regulation of tenure issues and handling of disputes. The earlier discussion described the way in which derived rights arrangements (such as *awoba* pledging agreements) serve as a means to provide land-holders with access to credit, given the absence of formal sources. Equally, it was shown how weak is the authority of the state and limited its resources in terms of policy and intervention, which helps explain the continued strength of customary systems. However, the result is the co-existence of multiple channels of power and authority over land rights. If the great challenges of rural development are to be addressed, the weak performance of the agricultural sector, and persistence of great social differentiation, a clear strategy is required which confers well-defined roles and responsibilities on the structures mandated to take charge of land issues.

⁹ Often linked to the imprecision or loose terms of an agreement.

ANNEXES

Annexe 1: Table of transactions in villages close to Lake Ahémé

Transactions	Givers/ recipients	Functions	Dynamics and trends in development	Strategies and means of ensuring security	Remarks
1. <i>Awoba</i> (classic mortgage or pledge relationship)	Farmers/ Fishermen	Marries the farmers' urgent need for credit with the fishermen's wish to gain access to land and <i>acadja</i> bushes.	In decline, due to the official ban on <i>acadja</i> use. This transaction is increasingly linked with recurrent indebtedness.	<ul style="list-style-type: none"> Object of the transaction: land with or without fallow. The land receiver wants to benefit from several fallow cycles before the plot is returned to the pledger. Increasingly widespread use of documentation. 	<ul style="list-style-type: none"> In terms of use rights, * <i>awoba</i> confers on the recipient the right to "harvest" <i>acadja</i> shrub re-growth and the right to cultivate food crops. Elders are most often involved in this type of transaction (see other types of <i>awoba</i>).
2. <i>Awoba</i> combined with recurrent financial loans	Farmers/ Fishermen	Marries the farmers' structural need for credit with the fishermen's need for land and <i>acadja</i> .	Different social groups are becoming involved in this type of transaction, such as city dwellers returning to the village.	<ul style="list-style-type: none"> As above. The regular pledging of money to the landowner is part of a strategy by the land recipient to achieve security: the production of bush fallow requires a minimum period of time before the land produces a return. 	<ul style="list-style-type: none"> This differs from the classic <i>mise en gage</i> (pledge) in that it involves repeated financial loans. The smaller the loans, the longer the period over which they are made.
3. <i>Zunda</i> between fishermen and farmers	Fishermen/ Farmers	This arrangement enables farmers to continue to use land which has been pledged to another, who then rents it back to the owner (see 1 and 2 above).	New actors enter the field as others leave: e.g. sons returning to the village and fishermen taking up craft activity.	Security (in terms of reducing the risk of land being taken back) largely depends on the land rights owner, who has the right to assign cultivation rights to someone else.	
4. Sale of <i>acadja</i>	Farmers/ Fishermen	Satisfies some of the fishermen's need for this resource, without involving land tenure relations.	<ul style="list-style-type: none"> This transaction has declined over the last few years because of the ban on <i>acadja</i> bushes. Sales are increasingly oriented towards the urban market and its requirement for firewood. 	The question of insecurity is not at issue in this transaction.	The "sale of <i>acadja</i> " involves the shrub resource, but not the land on which it grows.
5. Sale of land between fisherman and farmers	Farmers/ Fishermen	Enables land to be made available to the local fishing sector, to be used to produce <i>acadja</i> .		Formalised sale, with administrative protection sought (sale formalities at the sub-prefecture).	Marked trend towards sale, especially in the late 1980s, when some fishermen went back to farming.

* Agricultural land almost always includes natural palm stands (whose density varies according to the situation; see report). When rights of land use are conferred, the right to fell (or the right to extract palm wine) is retained by the landowner, who is also the owner of the "plantation". The exception to this concerns palm grove contracts, which involve the sale of rights to the trees themselves. In a cultivation contract of limited duration, rights to the palm grove will usually be sold, not transferred to the cultivator. Nevertheless, the tenant is given the right to harvest palm nuts or use branches for domestic use (firewood).

Annexe 2: Table of transactions linked to slave-based relations around the city of Ouidah

Transactions	Givers/ Recipients	Functions	Dynamics and current development	Strategies and means of ensuring security	Remarks
1. Allocation of land to the community of descendants of former slaves	Nobles and free men/ Descendants of slaves.	<ul style="list-style-type: none"> • This arrangement was historically used as a means to occupy land and control slave labour. • In the post-slavery period, it has served as a framework for redefining new land tenure relationships. 	Transactions becoming increasingly commercialised and progressively converted into money.	<ul style="list-style-type: none"> • This land tenure arrangement gives the most security and stability, being based on old-established social links. • This is not a documented arrangement 	
2. <i>Zunda</i> between heads of household belonging to different communities	Households descended from slaves in village A/ Households descended from slaves in village B.	<ul style="list-style-type: none"> • Helps address land fragmentation and inequalities in the division of allocated land. • Oriented towards food security for households with limited available land. • Used for maize and cassava production. 		<ul style="list-style-type: none"> • Relationship limited to communities from neighbouring villages. • Not all communities can be party to it, because of the constraints imposed by the rules and procedures for assigning certain land. 	
3. Sale of land based on patron-client and landlord-slave relationships	Heads or members of landowning lineage group/ Descendants of slaves.	<ul style="list-style-type: none"> • Reaffirms social links and oldpower relationships. • Enables slaves to build up their own land reserves. 	The future of this transaction will depend on the availability of land in the zone. One important factor that will determine its development is the growing sale of land to city dwellers.	<ul style="list-style-type: none"> • Land tenure relationships are made more secure by the strong social bonds between the parties. • While these agreements often exist in written form, the protagonists have much more faith in "social guarantees". 	Sales are subject to a "preferential sale clause".

Annexe 3: Table of transactions in areas close to Ouidah

Transactions	Givers/ Recipients	Functions	Dynamics and current development	Strategies and means of ensuring security	Remarks
1. <i>Zunda</i> between specialist producers	Producers of tomatoes and market garden produce.	Responds to various economic and social constraints that limit the capacity of producers to respond to demands of the urban market (e.g. constraints caused by inequalities in control over land).	Changes are a function of the availability of labour (particularly sharecroppers).	<ul style="list-style-type: none"> This transaction is limited to local neighbourhood networks, procuring external labour and clients. Written certificates are used. 	<ul style="list-style-type: none"> Transaction emerging in zones heavily influenced by the market. Provides an opportunity for landless to get back into the local farm economy by investing social resources in the acquisition of land.
2. <i>Tomato-leva</i> (sharecropping)	Local land-owners/ Migrant sharecroppers.	Enables landless farmers from the Adja plateau to get into market gardening in the coastal zone.	<ul style="list-style-type: none"> This transaction has led to a new way of dividing up the harvest, which could also inspire other arrangements, within peri-urban agriculture. 	<ul style="list-style-type: none"> The major preoccupation of the protagonists is to secure a good harvest. There are no written contracts, though accounts are kept of credit given by the land-owner. 	The land allocated to the sharecropper is owned by landlord or taken in <i>zunda</i> .
3. Guarding land bought by a city dweller	Absentee city dwellers/ Local farmers, often the former owner.	The main function of this agreement is to secure the physical integrity of the land purchased, through its occupation.	There is a tendency to ignore the "land tenure relationship" dimension and concentrate solely on the guardianship aspect.	Productive use of land: cultivation of perennial crops.	In certain places around Allada, where fruit tree plantations are being developed, the farmer/vendor can expect to cultivate the plot sold for a few seasons, while the trees become fully established. In the case around Ouidah, the "guardian" is usually remunerated with money or presents from town.
4. Sale of land to city dwellers	Rural land-owners/ Urban speculators and others investing in land.	Speeds up the conversion of rural into peri-urban land.		Sale agreement; productive use of the land purchased.	

Annexe 4: Table of traditional transactions conferring access to land

Transactions	Functions	Dynamics and trends in development	Strategies and means of ensuring security	Remarks
1. <i>Zunda</i> on shrubby fallow (maize <i>zunda</i>)	One of the few land tenure transactions that may help increase low agricultural yields.	<ul style="list-style-type: none"> Fallow periods becoming shorter, and competition for access to natural fallow resources is increasing. The growing scarcity of fallow is due to demographic growth, poor soil fertility management and high demand for firewood. 	Use of documentation (rental agreement). There are still problems with ensuring security because local documents are not recognised in law.	
2. <i>Zunda</i> on relatively poor land (cassava <i>zunda</i>)	Makes a significant contribution to meeting the food needs of households.	Its development will largely depend on monitoring and improving soil fertility.	As above.	One of the most common land tenure transactions.
3. <i>Zunda</i> among families	Enables families to avoid having to use pledge agreements between themselves.	This transaction appears to provide an alternative arrangement in the face of declining communal management and the individualisation of land rights.	The fact that transactions are restricted to the family circle seems to provide the parties with an important element of security, in relation to the risks of the plot being appropriated by a third party.	This practice is not very widespread. Land givers are generally elderly men and women who feel that they have a moral responsibility to maintain the social cohesion of the family group.
4. <i>Kpama</i>	This arrangement has been a source of inspiration for dividing up the <i>lema</i> harvests (see below).			Work agreement relating to the felling of palm oil trees. The workforce is paid in kind with some of the wine produced.
5. <i>Lema</i> (maize/cassava sharecropping)	Helps resolve problems relating to lack of income, which makes it difficult to negotiate a <i>zunda</i> .	This transaction is becoming increasingly common, particularly among various categories of rural people (recent migrants, poor and disadvantaged sectors of the rural population).	<ul style="list-style-type: none"> Sharecroppers seek out many partners, leading to a multiplication in the number of contracts. Landowners follow up the sharecroppers' activities in order to improve yields. 	
6. <i>Awoba</i> (<i>mise en gage</i> /pledge) or mortgage	Helps reduce financial insecurity for rural households faced by financial problems.	This transaction is increasingly pursued by family elders. By pledging part of the lands over which they theoretically only hold rights of management, the elders try to compensate for loss of control over the young male work-	More or less systematic use of documentation; "mutual confidence" is declining.	Recipients exercise their right to cultivate (enabling them to meet the household's food needs), and produce fallow for as long

Annexe 4: Table of traditional transactions, continued

		force. Changing social and economic relationships within the household have deprived them of certain long-held prerogatives. The pledge of land provides them with a partial substitute income.		as the land owner has not repaid the equivalent of the value of the debt.
7. Free loan with no formal repayment	<ul style="list-style-type: none"> • The land-giver hopes to achieve security of tenure by installing "clients" on his land. • He also hopes to get food from the beneficiary of the free loan who is morally obliged to make periodic gifts of farm produce. • This arrangement can benefit disadvantaged categories (women, younger men) seeking land. 	<ul style="list-style-type: none"> • A formal system of rent is developing, particularly for arrangements outside the household. • Growing commercialisation of land can result in land being reclaimed and cultivation rights assigned to other tenants and sharecroppers. • Certain forms of free loan have declined, such as <i>gbadagl�</i>, which was practised within the family unit. 	Strategies for achieving security are essentially based on social control, exercised through patron-client relations and alliances.	In Dedom�, where several landowning and former migrant families are involved in this type of transaction, the emergence of the free loan seems to be linked with various factors: the availability of land at the time that contracts are being signed, the limited commercial nature of land tenure transactions and the wish to secure estates that have already been appropriated.
8. Palm grove contract	This land tenure relation enables <i>sodabi</i> distillers to gain access to palm trees to produce palm wine.	<p>This takes various forms:</p> <ul style="list-style-type: none"> • On the Adja plateau, the palm grove contract is well-established, with oil palm plantations controlled by elders. This has made it difficult for some to gain enough land for food production. • The palm grove contract is less developed on the left bank of Lake Ah�m�. Plantations and food production seem to co-exist quite happily. • The palm grove contract has hardly developed in the coastal zone. Demand for market garden produce is much stronger here. 	On the left bank of Lake Ah�m� (e.g. in Dedom�), people have recently started documenting palm grove contracts to clarify the terms of the contract (particularly the duration of the agreements).	This is one of the few land tenure relationships in southern Benin that authorises the management of a plantation by assigning rights of use over land.

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Land Rights under Pressure: Access to Resources in Southern Benin examines the diverse set of arrangements by which people gain access to land and trees, through a widespread system of rental, loans, sharecropping, mortgage and guardianship contracts. The terms and conditions of such arrangements are subject to negotiation according to people and place. Shortage of credit, the withdrawal of government support to agriculture, and absence of clear legal framework are important factors in generating such institutional innovation. High levels of population pressure, peri-urban growth and shortage of productive soils have generated demand for land and palm tree stands have also become subject to market transactions. People seek to combine a range of contracts to try and assure their subsistence needs, and diversification of incomes. Yet such arrangements do not take place in a social void. Rather they are closely linked to the broader web of relations of kinship and patronage. There is, nevertheless, a move towards greater individualisation of land relations, with increasing tensions between elders who control land, and those seeking land, such as women and junior men. Written 'contracts' between parties to such arrangements are becoming increasingly common as a means of increasing their security, despite such informal local practices having no legal recognition.

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.

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