

AGRICULTURAL LAND USE CONFLICT BETWEEN LANDLORDS AND MIGRANT FARMERS IN GHANA: AN EXAMINATION OF ISSUES AFFECTING DAGARA MIGRANTS IN THE BRONG AHAFO REGION

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Abstract

Land tenure has been a major issue in Ghana. Land is an important asset that improves the livelihoods of poorer groups in every society, the world over. Farmer livelihood decisions as regards cropping strategies and input are strongly influenced by land tenure arrangements. Efforts by investors particularly migrants who need land to invest are hampered by the tenurial arrangements prevailing in our societies as is the case of Wenchi traditional area. Rights to land by these migrants are limited as the indigenous Bono are not willing to lease land for longer periods for long term investment purposes. They argue that migrant farmers from north-west of Ghana do not usually put the land to efficient use for it to maintain some level of nutrients. Another argument is that migrant farmers always try to cheat them on their own land by hiding some of the produce from their landlords. The migrants also argue that once they are not allowed to take greater percentage of farm produce from the farm, it would not be economical for them to manage the land the way their landlords want them to do. They argue further that cost of input on the farms is borne by them for only the landlords to get almost the same benefits as them (under the Abunu). Therefore, the use of land breeds tension between the two parties. A case study approach using Dagara migrant farmers from north western Ghana who migrate to Bono area in search of farm lands was used. An extensive literature review was also used in the methodology. The issues that emanated from the findings indicated that different communities and different people have their own ways of tenurial arrangements that result in conflicts most often. The conclusions drawn from the analysis show that conflict is pervasive due to disagreements over share of produce. It is recommended that efforts should be made by both parties to ensure that

appropriate measures are put in place for efficient and appropriate land use by integrating customary and statutory policies.

Keywords: Resource Conflicts, Agricultural Land Use, Land Tenure systems, Migrant Farmers, Land Holding

Introduction

In Ghana, as in other West African countries, contestation over land is particularly acute, and seems likely to intensify over time. The pressures of population growth, cash-crop led marketisation, large scale migration, and rapid urbanization have produced increased competition and land scarcity have resulted in increasing politicized conflicts over land (IIED, 1999, cited by Crook; 2005). Some of these conflicts including indigene-migrant, inter-communal, inter-generational, and gender-based conflicts are motivations for land laws.

In a developing economy such as Ghana, access to land and natural resources is important for improving the livelihoods of poorer groups. Farmers' livelihood decisions with respect to cropping strategies and labour input are strongly influenced by land tenure arrangements (DFID, 2000 cited by Adjei-Nsiah 2006: 142). Several authors (Gavian and Ehui, 1999; Gavian and Fafchamps, 1996; Fraser, 2004) argue that contractual arrangements such as land renting and sharecropping reduce incentives to invest in soil fertility management due to tenure insecurity. Gavian and Fafchamps (1996) reported that tenure insecurity incites farmers to divert soil-enhancing resources to more secure fields whenever possible.

In an earlier study, Adjei-Nsiah, Leeuwis, Giller, Sakyi-Dawson, Cobbina, Kuyper, Abekoe and Van Der Werf, (2004) also found an association between tenure insecurity among migrant farmers especially, and limited attention for regeneration of soil fertility. The use of land becomes problematic as it generates rift between land owners and migrant farmers. Adjei-Nsiah and associates (2004) argue that landowning natives often accuse migrants of degrading their lands, which in turn makes them reluctant to rent land to them beyond two years. The migrants cite tenure insecurity and high cost of land rent as reasons for not investing in soil fertility regeneration. Another reason is that the migrants mainly seek to satisfy their pressing economic needs rather than maintaining the land for long term investment or use. Thus, it appears that there is a widespread lack of trust between the migrants and the natives. The natives do not trust that when they rent land to migrants for a longer period, they will take good care of it. The migrants on the other hand are afraid that when they invest in soil fertility, they will not be allowed to reap the full benefits (ibid). Therefore, the problem that arises is the conflicts that exist between the natives and

migrants over tenurial arrangement involving the terms of reference during land acquisition.

This paper examines agricultural land use, conflicts that exist between the landlords and the migrant farmers in terms of land tenure arrangements, prevailing conditions of migrant farmers from the source to the destination area. The paper would also discuss the findings that emanate, draw conclusions and suggest recommendations.

Methodology and Scope of Study

An extensive literature review using secondary data sources was adopted for the study. A case study approach, using Dagara migrants from north-western Ghana particularly the Lawra District to southern Ghana in search for farm lands was also adopted to facilitate the investigation. Yin (1993) has defined a case study as an empirical inquiry in which the number of variables exceeds the number of data points. The important aspect of case study data collection is the use of multiple sources of evidence-converging on the same set of issues. Thus, this approach is adopted because the phenomenon under study is not readily distinguishable from its context and yet both of these need to be covered. A series of discussions were carried out with Dagara migrants (both seasonal and permanent) and some Bono landlords in areas around Wenchi. The views of some returned migrants to the Upper West Region particularly from Lawra District were also solicited on the issue. The choice of Wenchi District as a case was informed by the fact that it is mostly the first point of call when travelling from north-western Ghana to southern Ghana. Many of the Dagara from the Upper West Region also use the District as stop over for their first experience, the first time they travel to the south to engage in migrant farm cultivation or work.

Generally, migration study requires that both the source and destination areas be examined within different socio-cultural, economic, political and environmental contexts (Primavera, 2005; Harteveld, 2004; van der Geest, 2004). Therefore, some critical factors which influence migration were consciously sought for both in my discussions with the target population in the field as well as in the search for literature so as to make meaningful recommendations for resolving conflicts between the parties involved.

Conceptual Framework On Land Arrangements

Some concepts have been central in the analysis and investigations presented in this paper. These are land tenure systems, land rights; owners and migrant tenants who acquire land for agricultural purposes. These are concepts that need to be elaborated in order to gain a better understanding of the problem at stake.

Land

Land is perhaps the single most important natural resource in the sense that it affects every aspect of the lives of the people. Apart from its use as a basis for providing shelter, land is the basis of livelihood support of rural populations in Ghana. Therefore, whether as a resource to a nation, region and urban or rural area land requires careful management for the maximization of benefits derived from its utilization (Boating 2005:32 cited by Bebelleh, 2007:97). Amanor (2006) agreed with Amissah (1996:147) that, land, as a natural resource, is acknowledged as part of the property that belongs to the people in a particular community or district. As a communal property resource, it is considered the economic, social and political backbone of their survival as a people.

In West Africa cash crops such as cocoa and coffee are grown in the forest belt which serves as a pull factor for people from the hinterlands to migrate to these areas with the hope of eking out a living. Migrants who hail from the north and other parts of Ghana troop to the more fertile forest regions to acquire land for cultivation. Among them are the Dagara of north-west of Ghana, specifically the Lawra District. They often migrate and settle largely in the Brong Ahafo Region, particularly Wenchi District. As settlers they have had to negotiate for land from the Bono indigenes, (landlords). This often results in conflicts of various kinds. (Biebuyck, 1963; Noronha, 1985 cited by Amanor, 2006), blamed customary tenure system for lack of interest and lack of attention given to land conservation and improvement issues, lack of security to investors in the agricultural sector, and the difficulty of obtaining credit since land could not be mortgaged during colonial times.

Customary Land Use

Under Ghanaian customary law, land rights have a three-tier structure (Bentsi-Enchill 1964; Ollenu 1962 quoted by Takane 2002). The first-tier is the land rights held by the entire groups. Land controlled by ethnic groups is clearly demarcated, and the land within each territory ultimately belongs to the people of the ethnic group as a whole. The paramount chief as the head of the ethnic group is the ultimate custodian of the land. In reality, however, several divisional chiefs, under the paramount chief, are entrusted with the management of the land within their territory and make decisions regarding land. The second-tier consists of the rights that individuals or lineages hold to actually utilize the land and make decisions about it. The third-tier is the “usufruct” right obtained through various agrarian contracts.

The ways of acquiring land rights at the second-tier differ between “citizens” (indigenous inhabitants) and “strangers” (migrants). When individuals or lineages are indigenous inhabitants, they are entitled, by birth,

to use the land belonging to their communities free of any charge. Their rights to the land can be handed over to their heirs on a quasi-permanent basis through gifts or inheritance. Outsiders who do not belong to the indigenous communes have no such natural rights. These outsiders, Takane (2002) said may acquire land rights by any of these methods: (1) through acceptance as members of the communes; (2) through gifts from indigenous inhabitants; and (3) through purchase. These outsiders are fellow Akans who come from the same ethnic group. The situation is, however, different to the migrants outside the same ethnic group as in the case of migrant Dagara farmers and their landlords of Wenchi District.

Land Tenure System in Ghana

Land tenure in much of Africa is usually portrayed as either customary/traditional, or state/statutory. Customary land tenure is characterized by its largely unwritten nature, based on local practices and norms, and is flexible, negotiable and location specific. Its principles stem from rights established through first clearance of land, or conquest. In this context, “traditions” are continuously reinvented to back conflicting claims of different social groups (Ranger, 1983; Chanock, 1985 cited by Cotula et al, 2004). This evolving nature of land tenure system is as a result of modernity that is spreading across the globe.

Land tenure represents, in any community, the system of rules and regulations that govern how land is acquired, held and used by various categories of people in that community. These rules and regulations provide answers to the questions: who can acquire land, how long the person can hold the land, what use the person can or cannot put the land to and what ownership rights can be exercised by the person?

Within the framework of any specific social milieu, the land tenure system also helps define the degree and nature of access by the various segments of the community to land and other natural resources. Equity in the distribution of these resources, the level of security that is felt in landholding and the impact that the system has on the lives of the people who depend on land and other natural resources for their livelihoods are all reflections of the land tenure system. Thus, in an agrarian community, such as the Lawra District, access to or the lack of land have implications for the very survival of the members of the community especially the disadvantaged.

Generally, the perception that is held is that the communal nature of the tenurial system confers a more secured right to the community rather than to the individual. It has also been a generally held view that the communal ownership system does not foster individual initiatives in preserving the natural resource base since land is seen as a common resource not held by anybody.

In general the land tenure system affects agricultural production in two ways. First, the ease with which farmers obtain land in order to produce certain crops will obviously affect the quantities produced. Secondly, the nature of the agreement reached between the farmer and the landowner on how much control the farmer has over the land will also affect production.

Land Tenure/Holding Arrangements

Land tenure arrangements are important for understanding soil fertility management (Edja, 2001; Ondiege, 1996, cited by Amanor2006). Briefly outlined are some of the different kinds of land tenure that exist in Wenchi.

(1) The chief's holding known as the stool land or the traditional land. This is the land the chief holds in trust for the stool. In Wenchi the stool land is divided into three main zones each being manned by two sub-chiefs known as Abusahene. The Abusahenes (literally means "share-cropping chiefs") are the chiefs responsible for the management of the chief's natural resources, especially land in the traditional area.

(2) Family lands. This refers to the lands that belong to individual families. The family land is usually put under an Abusuapanyin (the head in the line of inheriting siblings) who administers the family land and distributes it among the other siblings with land rights. The family land is the land the first native family head was able to acquire and cultivate.

(3) Individual lands. These are the lands that the first native individual was able to acquire and cultivate. Individual lands are also acquired as gifts from parents.

(4) Government lands. These refer to lands under (re)-forestation by the forestry services division of the Forestry Commission of Ghana. These lands are given out to prospective farmers to grow their food crops while planting and maintaining trees for the commission. This form of arrangement whereby tenant farmers are given land to plant their food crops by the forestry commission while planting and tending trees for the commission is known as *taungya*.

Access to land for farming in Wenchi involves a spectrum ranging from rights acquired through renting to right of use of a piece of land temporarily. From the early 1940s, when the influx of migrants began, the traditional council issued land to migrants on the basis of the *abusa* system or collected annual tributes (Amanor, 1993 cited in Amanor, 2006). This system, which was managed by the abusahene, is still being practiced in some part of Wenchi, especially in Buoku area where most of the land belongs to the traditional council. Currently, an annual fee of GH¢20.00 (US\$ 19.60) or an equivalent of a bag of maize (weighing 100 kg) is paid by tenant farmers to the traditional council (Amanor 2006). Once this amount is

paid, the migrants can clear as much land area as wished in the area allowed. Since migrants cannot own land in the community, the current land tenure arrangements suggest that migrants can only access land for farming purposes mainly through share-cropping, renting and *taungya*.

In addition, unlike land renting where the landowner has no right to dictate what crop or combination of crops to be planted, in share-cropping the landowner could determine what crop or combination of crops to be planted. However, because of fear of cheating by migrant farmers over sharing of farm produce, most landlords now prefer to rent their land out to migrants rather than entering into share contracts with them. Amanor (2006) concludes that from the view point of migrant farmers, it is more profitable to rent land than engage in share-cropping because the quantity of farm produce that is usually given to landowners as their share of the farm produce when sold is usually higher than the money that could have been used to rent the land. Moreover, on rented plots they could harvest part of the farm produce for home consumption any time they wish without having conflict with anybody.

Agricultural Land Use Conflict

Land provides a major source of conflict in rural societies around the world (Cotula et al., 2004). Feuds between families, neighbours and adjoining communities frequently can be traced back to conflicting claims over inheritance, boundaries and rights. All societies have evolved mechanisms for resolving disputes, with varying sanctions, levels of force, processes involved and principles to guide decision-making (ibid). They argue further that, in sub-Saharan Africa, competition over land has increased in frequency and severity in the last decades. The reasons for this are multiple, and essentially linked to the increased scarcity of land caused by demographic pressures and to the higher land values determined by agricultural intensification and commercialisation. A large flow of people seeking land where they can settle and farm is a factor underlying land disputes in Africa. Relations between incomers and the indigenous inhabitants are often tense, with few common social and cultural values shared in common. When land starts to become scarce and hence valuable and marketable, uncertainties generate fears and suspicion between neighbours, and even within families. Therefore, Dagara migrant farmers who constitute the incomers in the southern sector particularly Wenchi District (the study area), is bound to have some problems with their Akan landlords resulting in conflict.

The most frequent cause of conflict between migrant farmers and landlords in the Wenchi District and neighbouring districts is the tenure

arrangement of land and the crops cultivated by both parties. This is often as a result of landlords being so mean on migrant farmers on sharing of the crops and migrant farmers also trying to steal some of the produce without the knowledge of their landlords.

The Emergence of Land Tenure in Wenchi District

The Wenchi District in the Brong Ahafo Region of Ghana is characterized by the presence of different ethnic groups, majority of which are migrant farmers from the northern part of Ghana. The District has historically attracted a lot of farmers from northern Ghana in search of suitable place to farm because of its abundant natural resources, particularly land in the past. Originally, migrant farmers gained access to farmlands by presenting drinks and a salutation fee to the chiefs who then allocate land to them from which they were allowed to clear as much land as they could (Amanor, 1993). Later, in the early 1940s, when more people moved into Wenchi in search of fertile land for the cultivation of crops such as cocoa, the traditional council issued land to migrants on the basis of *Abusaor* collected annual tributes (Amanor, 1993). In Wenchi, an *Abusahene* (Chief responsible for managing natural resources in the traditional area) was created to manage the hiring of stool land to migrants. In the early 1960's the central government banned the traditional council from raising revenues in tributes and instead introduced an annual fee (Amanor, 1993). Once the annual fee was paid, the migrant could clear as much land as he/she wished in the area allowed. Currently, this fee stands at GHC20.00 (US\$19.60, 2008) annually or an equivalent of 1 bag of 100 kg maize.

Land, Migration and Conflicts

Conflict and consensus are part of all social groups and are to be found in all societies. The extent to which they are exhibited may differ from one society to the other. In some societies, conflicts tend to be dominant, while in others, there is a stronger tendency towards consensus. The reasons for this varied situation among social groupings are manifold and sometimes tend to generate considerable controversy. Although conflict is inevitable and found in all social groupings and human institutions, one very interesting phenomenon is the tendency for all social groupings to work towards reducing, or at least regulating the incidence of conflict and striving towards achieving more consensus (Tonah, 2007:10). The search for fertile land by Dagara who are predominantly food crop farmers from the Upper West Region, specifically Lawra District to the Wenchi District in Bono-Ahafo Region and other parts of southern Ghana often results in conflicts. These conflicts take many different dimensions as a result of land acquisition and

cultivation. The tenurial arrangement in the land acquisition between the landlords and the migrants forms the major source of conflict.

Tensions around land tenure have arisen in particular between the native Bonos and the migrant farmers comprising the Dagara, Lobis and Walas of the Upper West Region. The Bono who are the landowners tend to accuse the tenants of cheating during harvest time. In some occasions, tenants have been dragged to court or brought before the village committee by the natives with the least provocation, often resulting in fines being imposed on them (Adjei-Nsiah, 2006).

Questions that one may raise are that what motivates food crop farmers to move from their place of origin in search of greener pastures? Is it as a result of congestion resulting from increase in population in the district or land infertility or it is the current changing trends in economic developments or needs due to modernity? Though they are all possible, the economic trends appear to be obvious. This can however be achieved through farming. Until recently some of the people from the district are moving into the services sector by trading.

In addition, population density is a factor that contributes to the movement from the source to the destination area (Kees, 2004). The Upper West Region is the smallest Region in Ghana in terms of population size of 573,860 people according to the 2000 census. With 31 inhabitants per square kilometre, the region is the second most sparsely populated in Ghana (national average: 79 inhabitants per square kilometre).

Within the Upper West Region, Lawra District is by far the most densely populated (Kees, 2004). With 83 inhabitants per square kilometre in the year 2000, its population density is above the national average even though there are no large urban centres in its territory. When calculated over the usual resident population the population density in the year 2000 amounted to 90 and 34 inhabitants per square kilometre for the district and the region respectively. The district is clearly an island of high population density in a region with low population density.

From the data above, population pressure coupled with changes in modern trends in development such as health, education among others compels people to move. Kees (2004:86) in summarizing quoted Sahlins (1974) as 'wants and needs'. "Wants may be easily satisfied either by producing much or desiring little" (Sahlins, 1974).

Kees, (2004) said "Migration is a temporary, semi-permanent or permanent change of residence to a place outside the native village." Lentz and Erlmann (1988) stated that, resources serve as the driving force by which people move. Akwesi (2003 supports Kasanga and Avis ,1988) that people move not just to enjoy life at their destinations, but to find productive resources capable of improving their lot back at home. The building of

modern corrugated iron roofed houses to replace the all-mud types, the investments in grinding mills, transport, sewing machines, trading, education and the remittances to support relatives back home are indicators of the long run objectives of undertaking internal migration in Ghana. Obeng (2003) agreed with Hill (1963) that migratory movements in Ghana were strongly determined by the distribution of economic opportunities long before colonization. Between 1919 and 1924, Governor Guggisberg embarked on a recruitment exercise to secure labour from northern territories to fill the vacant places left behind by the departure of Kru-labourers from Liberia. The colonial regime considered the area to be of little direct economic value and thus designated the area as a labour reserve for the supply of cheap labour for the mines and general labour in the cities and south (Anarfi et al., 2003 cited by Obeng, 2003). It is therefore not surprising that Dagara who were and are part of these groups of migrants who developed the taste of different levels of development continued to migrate southward with the hope of eking out a better living.

Reasons for migration

Akwesi (2003) agreed with Caldwell (1967) that migration in Ghana has been motivated mainly by economic considerations. Alan and Guggler(1994) agree with Caldwell that most people move for economic reasons. Also, migration streams between regions have been shown to correspond to income differentials between those regions. Over time as economic conditions at alternative destinations change, migration streams alternate accordingly. Nabila (1985) on the other hand indicated that Ghana's internal migration is being influenced by three main factors, namely the differential vegetation zones of the forest and savannah with the preponderance of cash crops especially cocoa in the former, and existence of mineral resources in Southern Ghana. Such socio-economic development imbalances resulted in the Northern and Volta regions becoming source regions from which people moved out to other regions.

Ewusi (1971) indicated that depressed social conditions at the place of origin are more compelling motivations for rural people to migrate than economic factors. However, once they decide to migrate they then base their choice of destination primarily on the economic opportunities available at that end. That is, the social conditions prevailing at their place of origin act as the push factor while the economic opportunities available in a particular town, in this case destination area acts as the pull factor attracting migrants to that locality (de Graft-Johnson, 1974 cited by Akwesi, 2003).

In Ghana, however, the pull factors seem to outweigh the push factors (Caldwell, 1976) influencing the decision of a person to migrate. According to Addo (1971), in certain areas of northern Ghana there is overcrowding on

the rural land resources which created conditions whereby there is large-scale seasonal out-migration from these regions to the south. In addition, the climatic conditions which provide for only one raining season with weather vagaries are the driving forces for Dagara in Lawra district migrating to the southern part of Ghana.

In his theory of intervening opportunities, Akwesi (2003) agreed with Stouffer(1940) who did not think it was enough to consider only conditions existing in the place of origin (push factors) and those at the place of destination (pull factors) in the determination of the direction and volume of migration. There are certain personal factors that are of important consideration in the individual migrant's decision to make a move. The individual personal characteristics that either encourage or inhibit migration include age, sex, occupation, tribe, education, income, assets, marital status, employment, number of children, ages of children, previous occupation, job experience, and the intended departure period in a year. Some of the migrant farmers could avoid being moved to southern Ghana let alone the push and pull factors but as a result of their own migration decisions. Akwesi (2003) further agreed with de Graft-Johnson (1974) who noted that migration is mostly for employment purposes so that those who are likely to migrate are males in the working age groups.

Addo (1974) opine that the propensity to migrate increases steadily with family size. Here I agree with him in the sense that, as family size increases, there is pressure from both the push and pull factors thereby forcing people to take migratory decisions.

However, migration may also reinforce or affirm social identities: migration and living among 'others' may reinforce a strong sense of identity among migrants, a sense of belonging to 'home' (De Haan and Rogaly, 2002: 6-8). This may imply that migrants actively try to avoid adaptation of their identity to the local people's identity. Cultural identity is an important issue among many migrant groups. The cultural traditions are defended against its alternatives. Migrants often want to keep their culture 'pure' and 'authentic' and this may be done by claiming individual rights (Eriksen, 2001:303 cited by Harteveld, 2004).

Conflict and Disagreements on Land Relation in the Bono Area Assessing Farmer-landlord Conflicts

Through an extensive literature review the main causes of farmer-landlords conflicts in the Wenchi District and the Akans land as a whole have been examined. This section would compare the intervention strategy of migrant farmers to avoiding conflicts between their landlords and other institutions involved in allocating land. A number of case studies have been

identified through personal narratives indicating measures of resolving these tensions between landowners and migrant farmers.

Case 1: Land Tenure Contract Involving a Dagara Migrant, and an Elderly Landlady

A tenant, Deme Der, is a 33 year old migrant farmer from Lawra. He had stayed in Trumeso, a farming community in Wenchi off the Sunyani road for the past 7 years. He had earlier engaged in a share contract for one year with 62 year old native landlady Abena Sewaa Nyantekyi. Under the share contract the migrant grew maize on one (1) ha and cassava on 0.4 ha of land. The cassava was shared equally between the two parties while the maize was shared in a ratio of 1:2 with the landlady taking one portion while the tenant took the remaining two portions in 2005. At the end of the share contract, the tenant decided to abrogate the contract and search for another land where he could engage in different contract because the yield he obtained did not commensurate with the amount of labour and resources he invested in the land.

A son of the landowner Kweku Nyantekyi who did not want the tenant to leave the land, asked him to propose an alternative arrangement which he thought would be beneficial to him the migrant, (Deme Der). The tenant then suggested that he would crop 1.2 ha of the land to maize and give 4 bags (two bags each in the major and the minor growing seasons) of the produce to the landowner either in kind or in cash at the prevailing market price. Under this new arrangement, the tenant was responsible for harvesting, shelling and transporting the produce home. He would cultivate cassava on the remaining portion of the plot, about 0.4 hectare as a soil fertility regenerating strategy, the produce of which was to be shared equally between him and the landowner. The son of the landowner consequently informed the mother who agreed and came to the tenant's house for the contract to be formalized.

In the presence of the tenant's wife, the owner of the house where he (the tenant) resided and another migrant farmer (Bayor Galyuoni), the agreement was formalized orally. However, none of the children of the landowner was present. In order to secure the contract, the tenant later asked the landowner to put the contract into writing. However, the landowner objected to this suggestion and said that the oral contract in the presence of the three witnesses was enough. The landowner explained that she did not want a written contract because of the cost implication; in the prevailing tenure system, landowners are responsible for the payment of the cost involved in documenting a contract.

The tenant said he realized 15 bags of maize from the 1.2 ha he cropped at the end of the major cropping season 2005. He consequently gave

the landowner GH¢60.00 (US\$59.12) a cash equivalent of two bags of maize each weighing 100 kg, which the woman accepted and for which she thanked him.

In the minor season, the tenant cropped the land to maize. A month later, a daughter of the landowner went to the field. When she came home she asked her mother about whom she had given the land to and about the nature of the contract made. Upon hearing of the details of the contract, she objected to the contract in which the tenant was to provide the mother with two bags of maize every season and asked the mother to go and renegotiate with the tenant. Looking at the performance of the maize in the field, the daughter expected that the tenant was going to have a good harvest and therefore felt that giving the mother only two bags of maize was not enough. The landlady then went back to the tenant and demanded that she should be given a third of the produce (abusa) from the minor season maize crop instead of two bags of maize because the current arrangement was unfair. The tenant rejected the new demand. Consequently the landlady summoned the tenant before some members of the village unit committee to persuade him to give her a third of the maize produce instead of giving her two bags. When the witnesses were called in, they testified that the tenant was supposed to provide the landowner with four bags of maize (two bags each in the minor and the major seasons). The committee members therefore asked the tenant to provide the landlady with the remaining two bags after harvesting the minor season crop.

Not satisfied with the ruling by the unit committee, the landlady threatened the tenant with a court action. The tenant consequently solicited the assistance of an elder KwabenaTakyi to accompany him to the landowner and discuss with the family how to resolve the issue. After discussions with the landowner she agreed to take the two bags of maize as agreed originally, but made it clear that she would prefer to go back to share-cropping the next season.

At the beginning of the second year, the landowner told the tenant that she would like them to revert to the share contract which the tenant obliged. However, this time the tenant decided to crop only 0.5 hectare instead of the 1.2 hectares. Later, the tenant planned to divide the produce into two after harvest and then hide half and declare the remaining half for sharing, a trick which some tenant farmers have been playing on their landowners. The landowner was an old lady who could hardly walk. The distance from her home to the field was about 8 km and her children also do not go there frequently because of the distance.

At the end of the major cropping season the tenant harvested 12 bags of maize. As agreed, he gave a cash equivalent of two bags of maize which was GH¢60.00 (US\$59.12) to the landowner. After collecting the money,

other relatives of the landowner (who share boundary with the tenant) informed the landlady that the tenant harvested a truck load of maize and therefore the two bags of maize he gave to her did not measure up to the quantity of maize harvested. The landlady upon hearing this decided to end the contract at the end of the second year that was 2006.

Case study 2: Land Tenure Contract Involving a Migrant (Dagao/Dagara) and a Landowner

In this contract, the migrant involved was a 27 year old Dagao/Dagara (Bekyog) from Nandom who had stayed at Awesa a farming community in Wenchi off the Wa road for 2.5 years. During his first year stay he engaged in a share contract with a native Kwame Twumasi but was not satisfied with the arrangement at the end of the first cropping year (2005).

Bekyog approached another landowner (Kwame Mensah) aged 51 and asked if he could rent all of his 4 ha of land. Since he had no money to pay for an advance rent, as is usually the case, he negotiated with the landowner to allow him to crop and pay later at the end of the first cropping season. The landowner, however, was afraid that the tenant might not pay if there was a crop failure. He therefore proposed an alternative arrangement to the migrant which would not involve an upfront payment of rent. The landowner first asked the tenant the minimum amount of bags of maize he (the tenant) expected to get when he crops all the 4 hectares of land in one growing season. The tenant mentioned 26 bags of maize. The landowner therefore requested the tenant to give him 8 bags of maize every year to be paid in two installments of 5 and 3 bags in the major and minor seasons respectively. Under the contract, the landowner mentioned that he would reduce the number of bags to be paid only when there is a crop failure as a result of drought. To encourage the tenant to improve the fertility of the soil it was agreed that during the minor season the tenant would intercrop half of the maize field with cassava, the produce of which would be shared equally between the two parties. If the tenant decided to crop the land only once in a year he would have to pay the full rent in the form of maize. The contract would be renewed after one year if both parties are satisfied. The tenant indicated that if the contract becomes successful, he would plant other crops such as groundnut, cowpea and cassava to ensure sustainable use of the land and still pay the rent in the form of the maize which both parties agreed to.

The contract was to be put into writing at the beginning of the cropping season before the tenant started cropping. Each party to the contract was to provide three people to witness the contract. When the landowner informed his eldest son of the envisaged contract he objected to it. He explained that giving all the four hectare land to the tenant would deny him

(the son) access to land for farming. The landowner, however, ignored his son and went ahead and gave the land to the tenant without putting the contract in writing. On the day that the tenant was to begin clearing the land, the son of the landowner went to the house of the tenant and threatened him not to step foot on the land. The tenant, afraid of the threat decided not to go ahead with cropping the land. He did not, however, inform the landowner of the action of his son.

The above scenario shows the complexities involved in accessing land for agricultural purposes in Wenchi. It could be that it was a deliberate attempt by the landowner and the son to cheat the tenant. These are some of the challenges face by migrant farmers in these areas.

Appraisal of the Two Case Studies in the Two Communities in Wenchi District

The fact that one contract never materialized in practice, and that the other was discontinued after 2 years, might easily lead to the conclusion that both cases were a ‘failure’. The reasons for this failure have more to do with intra-family dynamics than with the contents of the contract *per se*. It shows how different parties and communities evaluate the distribution of gains and losses involved. In doing so, I draw mainly on the outcomes of the first case. From a purely economic perspective, the tenants and landowners involved in both cases remain positive about the design of the different contract when compared with other arrangements such as share-cropping and land renting.

The tenant involved in case 1 argued that he did not have the financial capital to pay for an advance rent of GH¢30.00 (US\$29.56) per hectare per year. The money that was to be used for the payment of rent could instead be used to hire labour to prepare the land for planting. The tenant obtained 15 bags in the major growing season and another 12 bags in the minor growing season from the 1.2 hectare land. Out of these, he gave four bags to the landlady and the rest (24 bags) became his. He argued that if he shared the produce with the landowner on the basis of 2:1, which is the normal practice with share-cropping, he would only obtain about 18 bags while the landlady would in theory get nine bags.

The landowner herself was satisfied with the arrangement because she would get money twice in a year instead of once in two years when the land is rented for two years. In Wenchi land is normally rented out at US\$ 30 per hectare per year which means that the landlady gets about US\$ 35 in one year when she rents out her 1.2 hectare land. However, under the different arrangement she would get US\$ 116.7 from her share of 4 bags of maize in the first year (US\$ 35 and US\$81.7 from 2 bags of maize each in the major and minor season respectively). Thus, under this arrangement, she would receive an extra US\$ 81.7(four hundred thousand cedis) in the first year

when compared with land renting. Although with share-cropping the landlady would in theory get 8 bags of maize instead of 4, the landlady realizes that this option also has some disadvantages. First of all, she incurs transportation and shelling costs. She is also aware of the risk of being cheated in the sharing of farm produce by the tenant since she lives about 8 km away from the farm and cannot frequent herself there. In share-cropping, the tenant usually shares the produce, often in the absence of the landowner. The tenant takes his share first and leaves the landowner's share in the field. In addition, the landlady reports that, depending on the circumstances, she may lose up to 50% of the produce due to pests, animals or the crops spoiling in the field. On these grounds, the landlady too continues to feel that the contract is beneficial in principle. The interviews and stories narrated by community members too suggest that the returns a landowner gets from share-cropping may be far lower than it would be in theory.

The native Bono who are the landowners see the new contract as the best arrangement and share-cropping as the worst arrangement. They argued that since at the time of the contract, a hectare of land was being rented at GH¢25.00 (US\$24.64), the landowner could have obtained only GH¢30.00 (US\$29.56), if she had rented the 1.2 ha to the tenant. However, with this new arrangement she earned as much as GH¢70.00 (US\$68.95), about GH¢40.00 (US\$39.41) more than what she would have earned if she had rented it out. Moreover, in case of crop failure due to drought the tenant was obliged to pay the four bags of maize as stipulated in the contract. Again, they argued that, if the land had been given out in the form of share contract, the landlady could not have obtained more than 2 bags of maize due to cheating by tenant farmers.

The migrant Dagara who are the tenants also see the new arrangement as the most preferred arrangement and share-cropping as the least preferred arrangement. They argued that with this new arrangement, tenants do not have to worry about the problem of having to pay for advance rent before one can start cultivating the land. Thus, this arrangement makes it possible for tenants with no financial capital to rent land for farming purposes. Moreover tenants could consume any quantity of the crop on the field while it is yet to be shared without having conflict with the landowner. Under this arrangement, risk is not shared between the tenant and the landowner as happens in share-cropping. Thus, while profit is enjoyed by both landowner and tenant, risk is borne solely by the tenant and in a period of crop failure, the tenant is obliged to provide the landowner with his share of the farm produce.

Returning to the experiment of new land-tenure arrangement contracts, it can be concluded that these efforts failed largely due to the fact that it is simply not clear and transparent with whom such contracts should

be made in the first place. This situation suggests that when there is ambiguity in tenure, it becomes difficult for people to experiment with new contractual arrangements. Ambiguities in tenure were complicated further by another source of uncertainty that is inherent in agricultural production, namely the variable climate and ecological conditions that influence production levels obtained. In one of the experiences (case 1) dissatisfaction on the side of the family of the landlady arose in particular when the tenant was observed to have a particularly good harvest. A weakness of the contract arrangement was that unlike sharecropping, it did not have an inbuilt provision to adjust payment to the revenue obtained. It would be interesting to explore whether more flexible contracts could help ameliorate disputes around rented land. Such an arrangement would be somewhere in between conventional share-cropping and conventional land renting, and seek to combine favourable aspects of share-cropping (e.g. adapting payment to revenue, ex-post payment, agreement about cropping systems) with those of land renting (e.g. clarity about payment, allowing continuous use of land, ease of preventing post-harvest losses, less liable to cheating) while avoiding associated weaknesses in the contract agreement.

The findings in case 2 led again to a shift in efforts. It became clear that a better understanding was needed of how people deal with ambiguities in land-tenure, which institutions exist to reduce uncertainties and risks surrounding tenure arrangements, and how such institutions could be strengthened. Informal interviews were conducted with key informants such as community leaders and so-called ‘letter writers’ and ‘commissioners of oaths’ who were found to play a role in formalizing contracts. Some community leaders were interviewed. Subsequently, a survey was conducted among tenants to find out how many tenants had written contracts. This was done by first using focus group discussions to make a complete list of all migrants in the communities and their tenancy status. From the list, all tenant farmers who rent land were interviewed to find out whether they had written contracts or not in their communities. Amisshah (1996) concluded conflicts and threats are very common these days between the Union of Stranger Farmers, and the Land Owning Groups. This affect farm output, reduces productivity, and creates an atmosphere of “cold war” between the two interest parties.

Two Untrustworthy Tenants Who Tried Cheating their Landlords

The Case of An Untrustworthy Tenant A

Kwabena Gyabaah who is a fifty-two year old landowner loaned his 1.5 ha land to a migrant Dagara tenant Ninfaah in Woronpo to cultivate maize on share contract basis. The tenant (Ninfaah) gave the landowner only one bag of maize weighing 100kg out of 17bags at the end of the cropping

season, when the landowner requested for his share of the produce. When the landowner Gyabaah sent him before the chief and elders, which is an arbitration body, the tenant pleaded guilty and explained that he sold the maize in order to get money to go home for his uncle's funeral in the North.

The Case of An Untrustworthy Tenant B

Kweku Afriyie a thirty- six year-old landowner gave his 1 ha land to a migrant Dagara tenant (Bagnia) to cultivate maize for sharing. When the maize was ready for sharing, the tenant harvested the maize but before he informed the landowner to come for his share of the produce, he had divided the produce into two, hidden one-half of it in a nearby bush and declared only the remaining half for sharing. When the landowner arrived in the field he suspected that the tenant had not declared all the produce. He therefore decided to search the nearby bush and indeed found a heap of maize that had been hidden by the tenant. When the landowner threatened the tenant with a police arrest, the latter bolted and was never seen in the community afterwards.

Summary and Conclusions

Land is an asset of enormous importance for several billion rural dwellers in the developing world. It provides a major source of conflicts in rural societies the world over. Feuds between families, neighbours and adjoining communities frequently can be traced back to conflicting claims over inheritance, boundaries and rights (Cotula, Toulmin and Quan, 2004:14). All societies have therefore evolved mechanisms for resolving disputes, with varying sanctions, levels of force, processes involved and principles to guide decision-making. The nature of rights and how strongly they are held vary greatly, depending on competition for land amongst others (ibid). With increasing population of migrant farmers, land is becoming scarce, the mode of acquisition changes to complexity.

In the case of this analysis the native Bono now see the need to exploit the economic value of their land. Land is now either given to tenants for share-cropping or rented out in cash unlike former times when it was not difficult to acquire it even when you were a tenant. The mode of land acquisition becomes complicated for the tenant which does not give clear-cut point as to the right to the use of land. The lack of transparency in granting land and the acquisition of it therefore results in tensions between the two parties over who has the right to the use of land. As resources become scarcer and more valuable, those with weak rights to this resource will tend to lose out as in the case of Dagara migrant farmers.

Share-cropping which is a predominant form of land rental in developing countries has been widely criticized – both by economists, for

being less efficient than cash rental contracts, and by campaigners for social justice, for being exploitative. This is because, unlike in the land rentals, the landowner determines the kind of crop to be cultivated which might not satisfy the tenant wishes. A disagreement over the share of produce becomes eminent as the landowner might claim that the tenant would hide some produce of the farm. Cotula et al. (2006) in supporting Amanor (2001) opined that, in Ghana, whereas share contracts were means by which land-poor but labour-rich households could gain access to a piece of plot, those seeking for share-crop land must now put forward a significant fee in order to gain access. This would imply that poorer, more marginal groups are finding their position more difficult - an expected trend as demand for land becomes stronger and land values rise, Cotula et al. (2006) noted.

In an attempt to secure land claims, many farmers are now seeking to document their land transactions through written contracts, formal witnessing or endorsement by customary chiefs and government officials. Supporting these efforts by linking them to formal land administration system and clarifying the rights and duties of the two parties may help address one of the main drawbacks to informal tenancies: the disincentive to invest in the land. The increased use of written documents to secure and formalize contracts has also been reported by others and elsewhere in Africa (Lavigne Delville, 2003; LavigneDelville et al., 2001; Amanor and Diderutuah, 2001 cited by Adjei et al., 2006:166). The emergence of this alternative way of dealing with land tenure agreements can be interpreted as a local response to changing socio-economic circumstances, including increased pressure on the land as well as frequent tensions between natives and migrants concerning land tenure. It shows that local actors engage actively in solving problems, in this case by developing institutional innovations (Lavigne Delville, 2003:167 cited by Adjei et al., 2006) in the form of written contracts for land renting and associated rules and procedures, as well as the growth in the numbers of service providers.

Recommendations

Some of the challenges on access to land due to tenure arrangements can be improved if by both customary and statutory bodies make concerted efforts to ensure that policies are favourable to both parties, that is, the tenant and the landlord. Several interventions can promote more equitable and efficient land use as a component of pro-poor economic growth but which stop short of major land reform. Some possible measures include:

- Recognition and integration of customary rights into the legislative framework and their registration, where appropriate, on a community basis;

- Introduction of low cost survey and registration procedures for the demarcation and confirmation of community land rights;
- Building decentralized, local institutions land rights management, including a role for customary institutions, especially in the settlement of land related disputes;
- There should be land rights advocacy for the poor by making the landless realize their rights to land use and the terms of reference in land acquisition would enhance development in the future.
- Promotion of stakeholder participation in land policy development and;
- Alternative dispute resolution using indigenous forms, techniques, and strategies can help address the problem of land tenure system in Ghana.

If the suggested measures are well undertaken by stakeholders, it is believed the difficulty of acquiring land would be gone to enable people enhance their development.

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