



Land Governance in an Interconnected World

ANNUAL WORLD BANK CONFERENCE ON LAND AND POVERTY
WASHINGTON DC, MARCH 19-23, 2018



THE EMERGENCE AND DYNAMICS OF RURAL LAND MARKETS IN WEST AFRICA

KEY ISSUES, KEY INSIGHTS AND REMAINING QUESTIONS

Jean-Philippe COLIN

UMR GRED, Institut de recherche pour le développement (IRD), Montpellier, France

**Paper prepared for presentation at the
“2018 WORLD BANK CONFERENCE ON LAND AND POVERTY”
The World Bank - Washington DC, March 19-23, 2018**

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Abstract

In many rural areas of West Africa, market transactions are emerging or increasing in large numbers. This paper provides a glimpse of a much larger literature review prepared as part of an expertise commissioned by the West African Economic and Monetary Union. In order to be concise, the focus has been selectively placed on four key issues: (i) the conditions for land commodification, (ii) the institutional arrangements, actors and rationales for land transactions, (iii) the impact of land markets in terms of conflicts, actors' securing strategies, efficiency and equity considerations, and (iv) avenues for future research regarding land transactions in West Africa.

Key Words:

land commodification, land conflicts, land contracts, land markets, literature review



The Emergence and Dynamics of Rural Land Markets in West Africa

Key Issues, Key insights and Remaining Questions

Introduction¹

In many rural areas of West Africa, market transactions are emerging or increasing in large numbers (Chauveau *et al.* 2006). This paper provides a glimpse of a much larger literature review (Colin 2017a) prepared as part of an expertise commissioned by the West African Economic and Monetary Union. In order to be concise, the focus has been selectively placed on four key issues: (i) the conditions for land commodification, (ii) the institutional arrangements, actors and rationales for land transactions, (iii) the impact of land markets in terms of conflicts, actors' securing strategies, efficiency and equity considerations, and (iv) avenues for future research regarding land transactions in West Africa.²

The concept of market transfer (or market transaction) as used in this text refers to the transfer of rights of appropriation or use against a due consideration, on the basis of an equivalence system, without systematically implying the use of money (access to land for a share of the production, or for labor). Qualifying a land transaction as a "market" transaction does not exclude its possible social embeddedness: selection of the partner of the transaction in a close social network, mobilization of trust as a way to secure transfers, a transaction that does not fully free the buyer to any obligation regarding the seller, etc. Such conditions move the transaction away from the pure market model, but do not change the market-based (rather than social) nature of the transfer of rights.

Two broad types of research on rural land markets can be distinguished. (i) Quantitative economic studies that are grounded in large data collection or mobilizing statistical sources, implementing formal hypothesis testing procedures. This type of research is emerging in Eastern or Southern Africa (see for example Holden *et al.* 2009), but has not developed in West Africa, with the exception of some studies in Ghana. (ii) Qualitative or micro-quantitative studies that are produced by socio-anthropologists, geographers, socio-economists, and agro-economists, on localized empirical bases. Most of the academic output or expertise in West Africa is of this type.

Regarding West Africa, publications focusing specifically on land transactions are rare; the empirical elements are thus quite diffuse, and the number of references varies widely between countries and regions.

¹ I thank the Comité Technique Foncier et Développement (AFD & Ministère de l'Europe et des Affaires Etrangères) who funded my participation in this conference.

² In order to limit the size of this paper, the number of references in the text has been held to a minimum.



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The sources are often allusive, and in-depth qualitative or quantitative studies remain exceptional. There is no statistical data on land transactions. Available (localized) data usually suffer major gaps in terms of the description of transactions, their dynamics, the profile of the actors, the areas transacted, the relative importance of the different transactions, and the cost of accessing land. When provided, this latter information remains of limited interest in the absence of data on production costs and crop value, and the lack of discounting calculation. The exploration of the literature on rural land markets in West Africa (particularly Burkina Faso, Côte d'Ivoire and Benin) rendered here reflects these limitations,³ besides the fact that the literature review is certainly far from exhaustive.

1. Factors and Processes of Land Commodification

1.1. Factors of Land Commodification

Some opening remarks are needed on the question of the inalienability of land in "traditional" land tenure systems in Sub-Saharan Africa. The inalienability of land is often considered a de facto characteristic of the village community in so-called traditional or customary societies. Inalienability can be associated with mystical land-ancestor-genius-fertility links (Biebuyck 1963, Kouassigan 1966). However, one must remain cautious regarding the argument of the sacredness of the land and its intrinsic inalienability, questioned by the anthropologist Lucy Mair (1971) [1948] as early as in the 1940s:

(In the indigenous system) Land (...) had no exchange value. Certain writers ascribe to African peoples an abstract theory of the sacredness of land which inhibits recognition of its economic potentialities. (...) Yet it would surely be unrealistic to conceive of these ideas as the primary reason why the right to alienate land is not commonly found in African custom; more fundamental is the absence of any motives for its exercise. (...) the conservative force of tradition is never proof against the attraction of economic advantage, provided that the advantage is sufficient (...) the emphasis should be laid on inadequate incentive rather than on conservatism as such.

This argument is in fact mainly used to legitimize a patrimonial conception of the land, when the imperatives of social reproduction (ensuring access to the land for descendants, allowing everyone to find a parcel for his livelihood) impose restrictions on property rights. It also tends to ignore the diversity and evolving nature of pre-colonial land systems – including, in some contexts, the pre-colonial emergence of land market transactions. The discourse on the "non-marketable" customary land rights also tends to

³ Hence the issues of land prices and land areas transacted will be evoked allusively at best and with reference to localized data.



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overlook the fact that "custom" may have been the subject of construction or reinvention by colonial powers and some African elites (Colson 1971). Moreover, it is somewhat anachronistic to view the prohibition of alienation as an immutable constraint peculiar to customary societies even though the conditions of this practice were not fulfilled. In contexts characterized by abundant land with low population densities, temporary land use for crops, a lack of or limited market development for agricultural products, and therefore the land had zero or very limited opportunity cost, and thus no exchange value. Finally, it should be noted that the principle of the inalienability of land can also be mobilized on a socio-political register, particularly in the context of an autochthonous ideology contesting the cession of lands to "strangers," even though market practices are already commonplace (such as in southern Côte d'Ivoire in the 1960s, Biebuyck 1963).

The commodification of land access is not a new phenomenon in West Africa, but its expansion is increasingly evident.⁴ The analyses in the literature converge on the (non-independent) factors driving this evolution that refer directly or indirectly to the increase of the land pressure and the economic valorization of the land resource. The transition from subsistence to market agriculture, the monetization of the economy of rural societies and the increase in monetary needs, population pressure (endogenous or induced by the arrival of migrants), and technical changes (disappearance of long fallow land, introduction of cash crops, etc.) are all factors identified long ago. Urban expansion (land sales induced by rising land values, and the risk of expropriation) and a growing demand for rural land markets from urban actors (civil servants, traders, etc.) represent relatively new factors which may simply boost sales, but sometimes drive the process of commodification. The commodification of land thus usually concerns dynamic regions: peri-urban contexts, lands with high potential for rainfed or irrigated agricultural production, and regions well served by transport infrastructures (a major criterion of implantation for urban actors in search of land to develop agricultural production).

The commodification of land access implies a change in the actors' value systems. This change often occurs during periods of generational transition or "homecoming" when villages experience the return of natives that lived in urban areas or contexts where land access is already largely commoditized (such as the case of Burkinabes returning from southern Côte d'Ivoire).

⁴ See references in Biebuyck (1963); Feder, Noronha (1987); Bassett, Crummey (1993); Bruce, Migot-Adholla (1994); Ensminger (1997); Sjaastad (2003); Colin, Ayouz (2006); Kuba, Lentz (2006); Amanor (2010); Colin, Woodhouse (2010).



1.2. Processes of Commodification

The shift from customary transfers to market transactions is sometimes rapid, but is most often progressive, from symbolic signs of recognition of the eminent land rights of the assignor, to flat-rate, in-kind or in-cash fees, irrespective of the area or the production, and then to a cost based on the area or the yield. In southern Côte d'Ivoire, for example, numerous studies show how the emergence of sales often came from an increase and a monetarization of the "duty of recognition" of migrants vis-à-vis the indigenous assignors (see *infra*), and how sales of coffee or cocoa plantations turned into sales of the treed land. The evolution from land loans to land leases may initially concern only plots that the lessee intended for cash crops, land for self-consumption food production continuing to be borrowed as long as land pressure is not exacerbated (Colin 1990).

The commodification of land usually takes place outside the formal legal framework, often leaving (neo-)customary regimes in a legal vacuum. In much legislation, untitled land (the vast majority of rural lands) legally falls under the Private Domain of the State. Laws sometimes prohibit, and most often do not recognize, transactions in customary land, which account for most rural land transactions.

The divorce between land practices and the legal framework, and sometimes between practices and local norms, combined with the socio-political embeddedness of land transfers, result in the development of informal transactions (in the sense of no legal recognition), and often in 'incomplete', 'ambiguous' sales that encourage divergent interpretations. This obviously has implications for the security of the transfer of rights.

From the local population's point of view, most rural areas of West Africa are somewhere in the middle between lingering customary regulations and situations of commodification. Situations where the market principle is largely integrated by rural populations coexist with situations where they refuse the principle, or where different social groups have distinct positions in relation to the market.

2. Rural Land Transactions in West Africa: Institutional Arrangements, Actors, Rationales

2.1. Institutional Arrangements Organizing Market Land Access

Two key points will be highlighted in this section. (i) The actors' views regarding what is a "land sale" may differ – and this has implications for the security of transferred rights. (ii) Beyond generic categories (sale, rental, sharecropping), the range of transactions is very broad. Sometimes the same local term designates practices that de facto differ significantly – bearing witness to the need of reliable descriptions of land



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practices to truly understand their logic. This diversity bears witness to the institutional innovation capacity of local societies.

2.1.1. Sales or "sales"?

In many West African contexts, sales remain surrounded by a certain "fuzziness," or a certain "incompleteness", relative to the legitimacy of the seller, to the interpretation of the nature of the transaction by the different parties (a transfer of an ownership right or of a use right?), or the obligations of the buyer (released or not from any obligation towards the assignor?). In other words, a payment does not always signify a firm, definitive, undisputed sale. This has implications for the security of the transferred rights.

The incompleteness of the transactions is due in particular to the social embeddedness that frequently affects land transfers. For "strangers," land access traditionally took place within the framework of a permanent system of obligations binding the migrant to his "tutor," implying for the migrant a duty of recognition and restrictions on rights on the land conceded (Chauveau 2006). The reference to "sales" may in fact reflect an increase and monetarization of the stranger's duty of recognition, the land transfer retaining, at least in the sellers' minds, a strong relational dimension. The payment then does not close the relationship, it establishes or perpetuates it (Colin 2008a; Chauveau, Colin 2010). The reactivation of the obligations of the "buyer," and even the contestation of the land transfer, often occur in a turnover of generations, with the propensity of the sellers' heirs to question the content of the rights acquired by the buyers or their heirs.

The content of land "sales" is an empirical question, even if the principle of complete sales seems to be more and more recognized, at least in some regions (see references in Colin 2017a). However, even when the actors conceptualize sales as definitive (this is often the case of urban actors), a social bond can remain, not expressed on an economic register, but on those of morality and sociability. Sometimes this social bond can be seen as an explicit strategy for securing land rights.

When sales are documented, the literature underscores a "regional effect" (such as higher prices in the old agricultural zone than in the pioneer fronts in Burkina Faso), with the impact of accessibility. In a given location, transactions tend to occur around reference values stabilized at a given time,⁵ and varied according to the type of soil and vegetation (forest, bush, lowland, productive plantation, old plantation, etc.). The actual price then may differ according to the relations between the parties, the urgency of the seller's

⁵ In Benin, in Djidja commune, Angsthelm *et al.* (2010) mention prices ranging from 50,000 to 300,000 FCFA/ha for the best land. In the Ivorian forest zone at the end of the 2000s, transactions carried out since the beginning of the decade varied between 100,000 to 150,000 FCFA/ha depending on the site (Colin 2008b).



financial need, and the buyer's available cash. Today the demand of urban actors for rural land appears to exert a strong upward pressure on prices.⁶

The price of land seems low (outside of the prospective of land-use change or local pressure from urban actors seeking to develop an agricultural activity), when weighed against the value of production (Benjaminsen, Sjaastad 2003; Colin, Kakou 2009). This finding should be further substantiated, but it could be explained, if confirmed, by a strong time preference, or by buyer's or seller's cash constraints (with the extreme case of distress sales).

Where available, quantitative data show that the relative importance of purchased acreage is highly variable⁷, and that the transactions concern limited areas when they take place between typical "village actors."⁸ Recent land acquisitions by urban actors concern larger areas: from ten to several hundred hectares.⁹

2.1.2. A wide range of institutional arrangements

Beyond **land sales**, several broad categories of market transactions organizing land transfers have been documented in West Africa (Lavigne Delville *et al.* 2003).

Land renting corresponds to the transfer of a right to use a parcel against the payment of a fixed rental rate based on the area. Its dynamism has been mentioned throughout West Africa in recent years, where it is frequently the dominant type of tenancy contract. The contract is most often concluded for a growing season or a year (maize, yam, rice, cassava), sometimes for a few years. Long-term rentals are exceptional, but seem to be developing on a significant scale in some contexts, such as in Côte d'Ivoire, for the realization of perennial plantations – the phenomenon remains to be documented, in its magnitude, its conditions, and its consequences. Non-perennial crops (food crops, pineapple) are sometimes temporarily intercropped with young perennial plantations. The rent can be paid in cash (usually *ex ante*, before cultivation) or in kind (ex post, after harvesting – this is often the case for rice production, with the supply of a given number of paddy bags per hectare). Ex ante cash rental dominates. The level of rentals generally reflects a site effect (i.e. the

⁶ I mentioned the limits, in the literature mobilized, of the existing data on this issue.

⁷ In Ghana, the proportion of purchased land ranged from 0.9 to 18% depending on the area surveyed by Migot-Adhola *et al.* (1994). In Benin, 40% of the area of Djidja commune has been sold in about ten years (Angsthelm *et al.* 2010). In Lower Côte d'Ivoire, a study carried out in a village revealed that in 2002, one-third of the village area had been the subject of at least one transaction since the end of the pioneer phase, in the 1950s (Colin, Ayouz 2006).

⁸ In a survey conducted in Southern Côte d'Ivoire, the average parcel sold was 3 ha (121 transactions) and 5.8 ha for parcels purchased (120 transactions). The sample mostly concerned village planters (Colin 2008b).

⁹ 31 ha on average in the case of land acquisitions by *cadres* in Côte d'Ivoire (Colin, Tarrouth 2017). In Burkina Faso, average of 30,8 in Ziro region, 13,2 ha in Houet region (GRAF 2011).



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existence of local markets), with transactions taking place around reference values stabilized at a given moment,¹⁰ differentiated according to soil quality¹¹ and the crops concerned.¹² This general rule is subject to exceptions when land pressure becomes particularly acute.

Pledging, as a way for a lender to access land, comes in two forms: (i) If the principal is to be repaid, the lender's exploitation of the parcel corresponds to the interest on debt. This type of pledging can become a de facto sale if the principal is not repaid – especially since additional borrowing can increase the amount of the debt. (ii) The transfer of the exploitation right over a period defined in advance corresponds to both the repayment of capital and interest. The arrangement is then equivalent to a lease with full ex ante payment of the land rent.

A simple typology of **sharecropping arrangements**, according to the contributions of each of the actors and their participation in the decision-making process, gives a glimpse of the diversity that characterizes this type of contract – sharecropped areas remaining limited.¹³

- Some arrangements unambiguously refer to labor relationships, when the "taker" contributes only with his labor, without managerial responsibility or decision-making power. This is the case of some forms of the *abusa* (sharing by third) laborer contract in Ghana, for cocoa or coffee production, as described by Hill (1956), or Amanor and Diderutuah (2001). This type of contract is also found in Côte d'Ivoire with *aboussan* and *abougnon* (sharing by half) labor contracts in coffee or cocoa plantations.
- Other contractual arrangements, less frequently described in West Africa, correspond to a land relationship, when the landowner only provides the land – see for example one of the configurations of the *abougnon* contract for pineapple production in Lower Côte d'Ivoire (Colin 2012).¹⁴

¹⁰ In Côte d'Ivoire, in the late 2000s, these reference values are in the order of 50,000 FCFA/ha for a food crop cycle in Basse-Côte, and 15,000 to 20,000 FCFA/ha in the other regions of Southern Côte d'Ivoire (Colin 2008b).

¹¹ For example, in Burkina Faso, Paré (2003) indicates values between 5,000 and 10,000 FCFA/ha/ year for sandy soils, 10 to 20,000 FCFA/ha/year for the lowlands. In Lower Côte d'Ivoire, a plot formerly occupied by a palm plantation that has just been cut down, considered as very suitable for food crops, can be rented 90,000 FCFA/ha, against 40,000 in local standard (Colin, Bignebat 2009).

¹² In Lower Côte d'Ivoire, the rent for pineapple production was 30 to 40% higher than for cassava (without indexation of the level of the rent over the period of land use) (Colin, Bignebat 2009).

¹³ In Benin, Edja (2003) mentions landowners delegated 4 or 5 ha under a *lema* contract for tomato production to some 20 sharecroppers. In Lower Côte d'Ivoire, the area contracted by *abougnon* varies on average from 0.6 ha for cassava to 1.4 ha for pineapple (Colin, Bignebat 2009).

¹⁴ As a matter of fact, the three types of sharecropping contracts (labor, land or partnership relations) can be found with the same local terminology as *abougnon* contracts for pineapple production.



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- The contract may correspond to a partnership (balanced or not), when the landowner also contributes to the production process: pre-financing of production, involvement in the management of the plot, etc. – see for example the *lema* contract for tomato production in South Benin (Edja 2003).

The sharing may concern the physical production or its gross or net value. The shares generally refer to focal points (1/2, 1/3-2/3, 1/4-3/4).

The "**plant and share contracts**"¹⁵ (P&S) correspond to institutional arrangements that do not easily fit into conventional categories. This type of contract was used during the pioneering phase of the development of the plantation economy in Ghana and Togo. In Côte d'Ivoire, it emerged much later (1980s), during phases of renewal of the village plantation economy, and is booming (Colin 2017b). Through such a contract, a landowner (the assignor) provides land to a farmer (the taker), who develops a perennial tree crop plantation (cocoa, rubber, palm oil, citrus), supplying the seedlings, the fertilizers and labor until production starts. At that time, three types of sharing arrangements occur, depending on what is shared.

- **Plantation sharing**: the plantation is shared between the taker and the assignor, for the lifetime of the trees.¹⁶ The assignor retains ownership rights to all the land, including that on which the taker's share of the plantation is set. Once the plantation is divided up, each one takes charge of his part of the plantation independently.
- **Land and plantation sharing**: the taker's share is not only his part of the plantation, but also the land that bears it.¹⁷
- **Product sharing**: the taker handles the whole plantation for the lifetime of the trees, giving the assignor a share of the value of the production.¹⁸ The land thus remains the property of the assignor;

¹⁵ This arrangement is used under a rich terminology – just to consider Côte d'Ivoire: *domientché* or *yomientché*, *ditchê*, *troukatlan*, *ô douè ayé gblé*, *plahapô*, *nounin-bônounin* or its French version '*fais pour toi, fais pour moi*' (do for you, do for me), *glupaigne*, "*travail partagé*," or *Planter-Partager*. I use the latter term as a generic designation.

¹⁶ This contract was the Togolese *dibi-ma-dibi* (now disused). In Ghana, it is described as *abunu* by Amanor and Diderutuah (2003) and Weed-and-Share-Trees by Ruf (2010).

¹⁷ This type of arrangement has been described as *abusa*-tenant in the early stages of the development of the village plantation economy in Ghana (Hill 1956), the lessee enjoying a "perpetual" right over the third of the plantation. Robertson (1987), dealing with the situation of the 1960s, conceptualizes it as 'hire and purchase'. In the contemporary context, Amanor and Diderutuah (2003) describe it as *abusa* land system, and Ruf (2010) as Weed-and-Share-land.

¹⁸ This is one of the types of *abusa*-tenant contracts described by Hill (1956). Amanor and Diderutuah (2003) also mention it, with the same terms; Ruf (2010) calls it Weed-and-Share-Produce.



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the ownership of the plantation, however, is less clear. The empirical evidence at hand suggests that there is co-ownership of the plantation between the assignor and the taker.

It sometimes happens in Côte d'Ivoire that the taker has to pay an "entry fee" ("the money for the drink"), the amount of which varies according to the size of the parcel, the quality of the soil and the relations between the actors (Colin 2008b). In Ghana, such payment (*aseda*) seems more systematic (including among relatives) (Amanor, Diderutuah 2003). As with other types of contracts, there is no systematic data on the areas covered by P&S contracts.¹⁹

The P&S contract could be interpreted as a form of sharecropping, sharing being at the core of these two types of institutional arrangements. The convergence between P&S and sharecropping is clear regarding product-sharing arrangements. The convergence is questionable in the case of plantation-sharing, if sharecropping is defined (according to the usage) as a form of land tenancy in which the payment for the use of land is a percentage of the output. Here, the rent corresponds to the cost of creating the assignor's share of the plantation, it does not vary with the production. P&S contracts that include the sharing of the land are even further removed from sharecropping, since these arrangements lead to a transfer of land ownership rights.

Short term access to land may be permitted through arrangements corresponding to **exchanges for manual or mechanized labor** (labor rent in generic terms): days of manual labor on the owner's land; growing food crops in a young perennial plantation (palm, rubber tree) and thus temporarily providing the maintenance of the plantation; access to a plot against mechanized labor benefits, etc.

2.2. The Actors

I will focus here on categories of actors that make special sense at the moment. The general finding across countries and regions is that the commoditization of land access in West Africa is closely related to the arrival of national or foreign "outsiders." The development of rural land transactions occurred thus between natives and migrants (and later on, at times, among migrants), but not, or only in rare instances, between natives. This is evidently related to the fact that until recently natives in most regions had no need to purchase or lease in land, since they had access to family or lineage land.

¹⁹ In Côte d'Ivoire, this area remains small when the takers are family farmers: 2.3 ha after sharing (Colin 2008b). The area is much larger when the taker is a *cadre*: 22 ha on average after sharing (Colin, Tarrouth 2017).



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On the supply side, besides individual property owners, heirs of family land estates,²⁰ and customary authorities (who have played or play a major role in the commodification of land in some contexts, such as Ghana, but do not appear as major sellers in francophone countries²¹), one category is attracting attention: landowners' young relatives, and more extended social dependents. These actors, sometimes city dwellers, are mentioned in all contexts in "hidden" sales, which are made with no legitimacy and without the knowledge of the family.

On the demand side, two categories stand out. On the one hand, national or foreign *non-native family farmers* have long been identified as key actors in land transactions. In the current context, purchasing the land previously obtained through non-market procedures is sometimes the only way to secure the land rights (situations documented in both Burkina Faso and Côte d'Ivoire). On the other hand, urban actors have certainly been the major focus of attention in recent years: low- or high-ranking civil servants, professionals, private sector executives, businessmen or women, politicians, members of armed forces (army, police), etc. These acquisitions are made for productive purposes as well as speculative or savings purposes. In the context of French-speaking West Africa, land acquisitions by urban actors, and in particular urban elites, are mentioned in Senegal (disguised market transactions, Ka 2017), in southern Mali (Benjaminsen and Sjaastad 2003, Goislard and Djiré 2007), Maritime Guinea (Rey 2011), and Benin (Bélières *et al.* 2002, Angsthelm *et al.* 2010, Magnon 2012, Adjahouéhoué 2013, Lavigne Delville 2017). In Burkina Faso, "new actors" (*les nouveaux acteurs*) appeared on the scene in the 1990s (Mathieu *et al.* 2000, Paré 2003, Ouédraogo 2003, Ouédraogo 2006, Kaboré 2012). In a study conducted in Benin, Burkina Faso and Niger by Hilhorst *et al.* (2011), the national "agro-investors" are essentially civil servants, politicians, and traders. These investors are generally without agricultural experience, and land acquisitions are sometimes aimed at a partnership perspective with foreign companies. In Côte d'Ivoire, the involvement of *cadres*²² in agriculture is not new, but since the 2000s, the dynamics of market land acquisitions by Ivorian urban elites has taken the form of widespread use of the market in order to obtain land for the creation of rubber plantations (Colin and Tarrouth 2017), mostly through purchase, but also through P&S (with sharing of the plantation).

²⁰ The distinction is commonly established between the individual's own land (personally developed or bought), which may be freely traded, and the family land inherited in the lineage segment, for which transactions may be excluded or at least constrained.

²¹ One reason may be that village land reserves, not controlled by the lineages, are shrinking or have disappeared.

²² In Côte d'Ivoire, *cadre* designates any individual developing a professional activity in an urban environment and endowed with cultural, social, economic or political capital deemed important by the rural population.



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Brokers are another new type of actor in the land markets. They most often operate in transactions involving urban actors. Some are natives, some of whom are city dwellers – the autochthony of the broker being seen by some buyers as a guarantee and a source of security. Others are local civil servants, agricultural technicians, traders, transporters, and such, whose professional activities have given them the opportunity to travel through the regions concerned and establish relations with local populations. Much more rarely they are real estate agents, scouting suburban areas or rural sites that are very attractive for urban buyers. With the exception of real estate agents, the activity of the brokers is informal. They provide information regarding the potential supply (or stimulate it), facilitate negotiations, and can be involved as witnesses to the transaction. Some, well connected to the administration, also intervene in the formalization of the transaction.

One particular configuration deserves attention: market transactions within family groups. Amanor (2010) describes an explicit contractualization of intra-family land and labor relations in Ghana that is viewed as undermining the family's moral economy²³. A positive reading of intra-family transactions is provided by Edja (2003) in South Benin, where intra-family rentals are observed at market price but with payment facilities. The lessee is seen by the actors as helping his landowner relative, "saving him from the trap of pledging land."

2.3. Actors' Rationales Regarding Land Market Participation

Here again I will focus particularly on structuring considerations regarding land sales, with some additional comments regarding plant and share contracts.

In addition to distress sales, which vary in importance depending on the time and place but do not reach the intensity described in Rwanda by André and Platteau (1998), land sales are aimed at financing significant social expenses (improving housing, schooling, etc.), non-agricultural activities (often small-scale trading), or the purchase of consumer goods (motorcycle, car). Sales may also be instigated by windfall logic in contexts of agricultural frontier where there is a strong demand for land by newcomers, such as in central and western Côte d'Ivoire in the 60s and 70s: abundant undeveloped land ("black forest") was perceived as a source of easy money. Today this rationale is more often mentioned in contexts of rising land prices, as in suburban contexts, or in rural areas when urban actors put large amounts of money on the table in order to buy large areas (even if the per hectare value remains low). The sale can also result from an anticipation

²³ Migot-Adollah *et al.* (1994) also mention that in densely populated areas of Ghana, 80% of rentals occurred between relatives.



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of the risk of being dispossessed of the land because of public policies, such as "the land to the tiller" slogan which created uncertainty in natives' land rights, or the currently more frequent risk of expropriation in suburban areas. Nowadays, sales to urban elites are sometimes motivated by expectations regarding these outsiders who are seen as potential developers of the village (facilitating access to public infrastructure, investing in the construction of schools or clinics, providing labor for natives).

On the buyers' side, land purchases may reflect an objective of speculation or prestige, both long recognized, or that of a desire to create a productive land capital, but they may also involve a logic of building a family patrimony that can be passed on to the next generation. The purchase can also be aimed at securing a prior land transfer made in a customary setting. Acquisitions by women may enable them to overcome the restrictions they face in customary transfers – see Gray and Kevane (1999) in Ghana for one of the few references to the place of women in land markets in sub-Saharan Africa. The acquisition of land in order to facilitate access to credit (land being used as a collateral) has not been documented in the reviewed literature, which could be related to the general lack of formal agricultural credit, and the usual absence of land title.

Plant and share contracts are based on the complementarity between the labor and/or techno-economic capacity of a land-constrained taker to create a perennial plantation, and the land availability of an individual who does not have the resources or the desire to invest in the creation of a plantation.

A socio-political dimension may also intervene. In Côte d'Ivoire in the 2000s, P&S arrangements, as an alternative to highly contested land sales, can be seen as a means of reducing tensions between natives and "strangers," as well as reducing intergenerational tensions among natives. This type of arrangement allows the assignor to overcome the constraints in the creation of a plantation while retaining the land rights (except the rare land sharing contracts). This last element becomes crucial in a context of land scarcity where young natives and indigenous elites denounce the negligent, haphazard land transfers (the "selling off") of previous generations. From the taker's point of view, this translates into the perception that rights acquired through the P&S are less fragile as compared to the rights acquired through purchase which are more likely to give the seller's relatives the feeling of an abusive dispossession. In a context of bitterness among indigenous people regarding what they perceive as land dispossession resulting from transfers to migrants, P&S is perceived as a fair contract (Colin 2017b). In Ghana, the socio-political dimension was particularly evident during the colonial era, when the cession of land by village chiefs to migrants with this type of contract constituted a form of diversion from the control that the paramount chiefs sought to exert on land transfers (Amanor 2010).



3. The Impacts of Land Markets: Conflicts, Land Distribution and Productive Efficiency

3.1. Conflicts in Market Transactions and Securing Practices

3.1.1. A general overlook of tensions and conflicts induced by market transactions

In the absence of security, the market can be strongly constrained in its level of activity or in the identity of its participants even in the presence of potential supply and demand. This question is also essential in a perspective of social peace – a dimension unfortunately insufficiently acknowledged by public policies that see the development of land markets as the solution to rural development problems. Here again, I do not claim to present an exhaustive overview; I only propose to highlight essential points.

As described in the literature, tensions or conflicts can be very different in nature.

Tensions and conflicts induced by the commodification of land access

Some conflicts do not come from market transactions themselves, but from the process of commodification. In the first place, this process sometimes lead to a weakening of the land rights of "strangers" who have benefited in the past from customary land transfers (such as indefinite-term loans). This weakening occurs when the natives exert pressure to redefine these past assignments in market contracts, or having failed in this effort, seek to expel these beneficiaries to reallocate the land on a market basis. Second, on a different register, the emergence or increase of the land rent caused by land demand from agribusinesses or private entrepreneurs, is likely to give rise to or revive territorial conflicts between villages, or to reactivate indigenous claims to land that have been historically exploited by "strangers."

Challenging the assignor's rights

Tensions or conflicts are sometimes caused by the transaction itself being contested, due to uncertainty about the assignor's right to transfer the land.

- Extra-familial dispute over the right to transfer (sell, rent or providing the land in a P&S contract), linked, for example, to a land boundary dispute.
- Contestation by the "tutor" (or his heirs) who had granted access to the land to a migrant, of the right of that migrant or of his heirs to sell the land.
- The transaction may also be challenged by the assignor's relatives who contest his right or legitimacy to sell, rent out or assign land through a P&S contract, when the land was inherited as a family estate, with arguments such as "my father (my brother, etc.) shouldn't have sold," or "my



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father sold off the forest," and so on. This type of argument is a major source of conflict. Some intra-family tensions induced by market transactions are in fact rooted in inheritance disputes, and more broadly, in tensions regarding land rights within families, particularly tensions between siblings in the case of polygamous households (see for example Kouamé 2010).

Tensions over boundaries of sold or leased plots are commonplace. These disputes refer, de facto, to a questioning of the rights of the assignor (who gave up "too much" by encroaching on his neighbor's land) or the taker (who "went beyond the property boundary").

Tensions and conflicts that can be interpreted in terms of contractual incompleteness or enforcement

Other conflicts come not from questioning the very existence of the transaction, but from doubts about the type of transaction. This can be the case when the rights transferred through a "sale" remain largely unspecified, opening the transaction to divergent interpretations: Was it a sale of land or a long-term assignment of use rights? Many indigenous people in southern Côte d'Ivoire today reinterpret past transactions as transfers of use rights, rather than as "complete" sales (this question is not a new issue, see Köbber 1956, Raulin 1957). These challenges may occur long after the initial transaction, particularly at a time of generational transition in the seller's family. This challenge often comes from the heir of the autochthon who granted land access to a "stranger," or when the plantation created by the "stranger" becomes unproductive and must be replanted. It leads to attempts to recover the land or renegotiate land access, because the initial payment are deemed to have been much too low. This is accompanied by the argument that the "stranger" made an illegitimate profit by acquiring land at a derisory cost some decades ago, thus making an excessive profit from the plantation (Colin 2013). In this dynamic, the socio-political context obviously plays a major role.

Earlier, I mentioned the expectations of local populations and authorities, in terms of local development, when land is acquired by members of the urban elite. These expectations often seem to remain unmet, giving rise to complaints more than open conflicts, but it seems obvious that this is likely to be a source of future conflicts (Hilhorst *et al.* 2011; Colin, Tarrouth 2017).

Openly opportunistic behavior

An area of conflicts widely mentioned in the literature finds its roots in blatant opportunistic practices, such as selling or leasing the same parcel to different people, or when a family member assigns a plot taken from the family land without informing the head of the family. In all such cases, challenges to the transaction cause tensions both within the assignor's family and between the assignor's family and the taker.



To conclude this section, the literature shows that the family may be a hotbed of tensions induced by land market transactions, and that the majority of tensions unrelated to family conflicts, especially those serious enough to threaten the social peace, concern sales. The following section looks at this major issue in the current terms of securing market transactions.

3.1.2. Securing land transactions

Faced with the risks of tensions or conflicts, the actors involved in land transactions implement security strategies to prevent them.

Contractual design

The design of some contractual terms in rental and P&S agreements helps enforce contractual obligations.

- The restriction on the lessee's use rights (prohibition of planting trees in particular) seeks to prevent a subsequent claim of ownership of the parcel by the tenant.
- The fact that lessees generally pay the rent before cultivating the land removes the risk of default.
- The establishment of fixed deadlines (date to date contract) is aimed at avoiding excessive delays in parcel restitution, when the contract provides for the return of the parcel at the end of the crop cycle.
- In P&S contracts, the risk of an unsatisfactory investment by the taker in the creation and initial maintenance of the plantation is blatant when the taker establishes a plantation on behalf of the assignor on one parcel, in exchange for another parcel where he creates his own plantation; this occurred in the early days of P&S contracts in Côte d'Ivoire. This disjunction of interests presents a risk of poor maintenance on the assignor's land. As a general practice today, the taker develops a plantation on a single parcel, and the assignor then chooses his portion at the time of sharing. This simple modality in contract design is highly effective in terms of managing the risk of opportunism (Colin, 2017).

Make land rights "visible"

Making the possession visible with signboards, boundary markers, fences, investments (trees), or a watchman, helps to publicly identify the actors' rights and protect them. Common Law calls this the clear act.



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Securing transactions through social relations

Another frequent strategy to secure land transaction involves mobilizing or building social capital:

- selecting the partner, contracting with trusted people and mobilizing your network to learn about the morality of a potential partner;
- the involvement of witnesses in the establishment of the contract is an almost systematic practice;
- for a non-native, behaving as "a good stranger," including responding to solicitations or increasing the "non-contractual" counterparties through various services and testimonials (symbolic or not) of recognition – this type of strategy is also documented in the case of acquisitions of land by national elites, but tends to be abandoned when they can formalize their rights.

Securing transaction by social relations is a practice found in West Africa as in many other countries. It presents the potential drawback, in terms of economic efficiency and equity (and therefore of development), of segmenting the land market and excluding actors who might have been involved.

Local formalization

Most of the transactions in West Africa concern legally unrecognized property rights (untitled land), and thus are not legally registered. However, today, the production of private agreements to formalise the transactions with written receipts, and potentially have them validated in some way by a recognised authority (village chief, sub-prefecture) is an almost systematic procedure, particularly for purchases, (Lavigne Delville, 2003). These unofficial contracts ("*petits papiers*") exist in many forms, that range from rough handwritten scraps of paper to typewritten or computerised contracts, and vary considerably in their terminology and degree of details.

When it comes to a sale in a local context of prohibition or illegitimacy, the term "sale" may not appear on these documents, the objective being to leave a record of the transaction without openly contradicting the law or the tradition (Mathieu *et al.* 2003). Local formalization is also present in varying degrees for rentals. It remains exceptional or non-existent for sharecropping contracts or land / labor exchanges, including sites where this formalization is used for rental purposes, and including crops with high economic stakes, such as tomatoes in Benin or pineapples in Côte d'Ivoire (Edja 2003, Colin 2004). The decisive factor in issuing a paper in such a case remains the payment of a sum of money.

Village or municipal authorities may be involved in local formalization ("endorsing" the document), or in a procedure enacted by local authorities (even though it has no legal value). Administrations are also



frequently involved in local securing procedures through the legalization of the signatures carried on the document. Even if this does not give legal value to the content of the transaction, this visa turns the administration into a "super witness" at the interface of local practices and the legitimacy of the state, thus giving weight to the act (Mathieu *et al.* 2003). The involvement of these administrations sometimes goes further, such as when Ivorian sub-prefectures propose models of contracts (Colin 2008b).

An intermediate level (before the legal stage) in the local formalization of transactions can take place through procedures recognized by the public authorities. Up until 2009 in Burkina Faso, the provision of a "record of palaver" (*procès verbal de palabre*, PVP) was a condition to initiate a legal procedure for obtaining a land title.²⁴ In Benin, municipalities print and sell sales agreement forms (*formulaire de convention de vente*) and keep a register of agreements. This system has been repealed by the 2013 *Code domanial et foncier* but continues to be applied because the provisions of the Land Code are not yet in place (Lavigne Delville 2017).

Legal formalization of rights and transactions

Some disputes arising from land transactions do not come directly from contractual issues, but come instead from upstream sources of uncertainty as to the assignor's rights over the parcel. A formal recognition of rights and holders of rights, prior to the transaction, would resolve much of these conflicts. The legal formalization of property rights is often seen as essential for the activation of land markets, in addition to its expected role in social peace. The implementation of rights formalization policies, however, presents difficulties that are too often ignored by advocates of such policies (Colin *et al.* 2009).

When the option of the legal formalization of rights or transactions exists, the literature shows that it is mobilized above all by urban actors, and that in most cases it is not yet fully operational, due to cumbersome and sometimes very costly procedures.

3.2. Land Markets as Vector of Land Concentration?

Do land transactions in the tenancy or sales market lead to a concentration of land (rented in or owned), or to some equalization of land distributions? The literature provides only a few localized observations regarding this question. The major element that emerges is that in contexts marked by sales between native and non-native villagers, the latter rarely accumulate land, and the land transfers tend to equalize land

²⁴ The PVP, provided for under the law of 1960 regulating the private domain of the State, was suppressed by the RAF (law of agrarian and land reform) in 1984, reintroduced in 1996, suppressed again in 2009, while continuing to be used, especially where the mechanisms provided by the Law 034-2009 have not been set up.



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distribution. On the other hand, the recent dynamics of acquisitions by the national elites have changed the land game by leading to varying levels of land concentration – involving from ten to a few hundred hectares. Such a concentration is not of the same order as that mentioned in the literature on land grabbing, but its local effects may be marked when the purchasers concentrate on certain sites. The resulting land pressure can be detrimental for actors who have previously benefited from user rights, especially pastoralists. The sale of land can also severely compromise access to family land, especially for women and young people in the family affected by the transfer.

People assigning land under P&S contracts tend to own larger areas than landowners not involved in such arrangements.²⁵ P&S thus tends to fragment large land estates, as often do the sales of portions of land estates. On the other hand, the *aseda* practice is shown by Amanor (2010), in the case of Ghana, to be a real barrier to entry by excluding takers with limited resources.

Regarding land tenancy, the literature does not document configurations of reverse tenancy, but the current surge of long-term rentals by agro-industry enterprises in some contexts (not yet adequately captured by field research) is heading in this direction. A central issue, even outside reverse tenure configurations, is that of potential entry barriers in the rental market. The usual up-front payment of rent excludes cash-constrained lessees. However, the usual divisibility of parcels to rent (i.e., usual possibility of renting very small plots) mitigates this constraint, as does sharecropping.

3.3. Land Markets and Efficiency Issues

Do land markets allow more efficient use of land? The productive impact of the transactions (essentially apprehended qualitatively in the reviewed literature) is variable.

The smallholder plantation economy of the Gulf of Guinea was built on land transfers (including purchases) for the benefit of non-native farmers. The prodigious growth of cocoa farming in Côte d'Ivoire, and more recently that of smallholder rubber production, has been based (and rests) on the dynamism, the ability to mobilize labor, and sometimes the local innovation capacities of these migrant farmers. On the other hand, most recent studies in West Africa on land acquisitions by national elites, and more broadly, urban actors, point to absent or low-productive investments made by these new landowners (Edja 2003, Ouédraogo 2003, Angsthem *et al.* 2010, Hillhorst *et al.* 2011, Adjilé 2012) – however, the *cadres* surveyed in Côte d'Ivoire are largely engaged in land development (Colin, Tarrouth 2017).

²⁵ In Côte d'Ivoire, median area of 20 ha, compared to 9 ha for landowners not involved in P&S contracts as assignors (Colin 2008b).



P&S contracts for their part allow the reconversion of old plantations that have become unproductive, or the conversion of bush into cocoa, rubber or oil palm plantations in the Côte d'Ivoire, or palm or citrus plantations in Ghana. In terms of productive use of the land resource, the gain is obvious.

The capacity of the tenancy contracts to facilitate the transfer of land to more efficient or higher capacity producers is a priori superior to that of the purchase-sale market. This is obviously the case when the assignors are absentees, elderly, or lack family labor or other productive resources, or when the transfer benefits tenants with a better technical mastery, enabling them to produce high added-value crops (tomato, pineapple, etc.).

4. Avenues for Future Research

Few studies focus specifically on land market transactions in West Africa. The first need is therefore to strengthen the field of study.

To date, most research that addresses rural land transactions is qualitative research. A few studies provide a combination of qualitative insights (analysis of land practices conducted from the actors' perspective) and a systematization of the observations to assess the actual importance of transactions and to formally test the relationships between variables, but they remain quite rare. Studies on a broader empirical basis are even rarer, not to say absent. This second need calls for more systematic observations. The need for a more systematic perspective is particularly acute in order to appreciate the relative importance of transactions in terms of areas and dynamics, deal more systematically with their conflicting impact, and produce elements that can be used to enable economic analyses.

This systematization could be based on the results of qualitative research, in particular to minimize any risk of bias in the mobilization of concepts or in the observation units, and more generally to ensure data quality – especially since the issues of land transactions and tensions induced by the transactions are sensitive. This implies precaution in the way fieldwork is handled, for example, avoiding single-round surveys delegated to enumerators that spend a minimum of time in the villages.²⁶

In terms of areas of research, new fields need to be opened, or deeper investigations conducted on a number of issues. A few of these issues are mentioned here:

²⁶ This would avoid the frequent discrepancy between data regarding the areas purchased or rented, and areas sold or leased out. Sometimes this discrepancy can certainly be explained by the departure of the assignors not being captured by the surveys, but it can also be explained by the actors' strong reluctance, in many contexts, to easily acknowledge the sale or leasing out of land. This can only be overcome by an investigation system allowing the researcher or the enumerator to build at least a minimum of confidence with the respondents.



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- An analysis of the non-development of land markets when conditions seem favorable to the commodification of land (land constraints, cash crop production) would considerably enrich our understanding of land markets in West Africa.
- The commodification of land and the functioning of land markets, including a fine-tuned description of the interactions surrounding the transactions, requires a deeper processual understanding.
- It was pointed out earlier that rural land transactions occurred mainly between native assignors and non-native takers. This is related to the fact that until recently, natives had no need to purchase or lease in land, because they had access to family or lineage land. It would be interesting to develop large-scale investigations focused on densely populated rural regions, to see if the commodification of access to land (when observed) does, or does not lead to the emergence of transactions involving natives as takers – thus expanding observations made in Ghana.
- It was also pointed out that in some contexts land sales were interpreted differently with respect to the rights transferred, thus questioning the completeness of the transaction, whereas in other contexts the conceptualization of an outright sale was fully accepted and legitimized. Deciphering what explains such differences, and evaluating to what degree the embeddedness or incompleteness of land sales is prevalent or not, would be worthwhile.
- Currently, public policies are aimed at formalizing property rights in order to boost the land market (among other objectives). This is seen as a device that will transfer land to the actors considered as the most productive. In West African contexts, the relationship between land titling and the dynamism of the land market remains to be addressed (when the formalization programs are effective).
- In some contexts, land sales to non-native people are being challenged. The effectiveness of the discourses aimed at preventing the transfer of land to "strangers" deserves further attention.
- The intra-family perspective regarding the supply on land markets, and the possible impact of those markets in terms of exclusion from access to land for the assignor's relatives, requires much more investigation.
- The need for a quantitative perspective is particularly acute in dealing with the impact of land transactions in terms of agrarian structures – do they lead to land concentration or to a more



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equitable land distribution? – in order to test the relationships between the cost of accessing land, product value, and farm income, and to deal with the issue of the efficiency of land market transfers.

- In the same vein, localized data (in Côte d'Ivoire, in Mali) show a low purchase price of land as compared to rental income. This finding would need to be substantiated and interpreted rigorously.
- Access to land through market transactions by agribusiness enterprises are gaining importance but this needs to be documented, in its magnitude, conditions and consequences.
- Land brokers as new actors in rural land markets require specific investigations.
- And to conclude, of course, what public policies to promote in order to regulate land markets?²⁷

The needs are therefore considerable in terms of data production and analysis, systematization and formal testing, in-depth qualitative analyzes, and the use of mixed methods, when justified by the issues at hand.

Conclusion

Beyond the intrinsic limits of sources and a necessarily partial exploration of the literature, the review revealed a number of key elements with regard to the emergence and dynamics of land markets, and their effects.

1. The commodification of access to land is increasingly evident in Africa, induced by increasing land pressure and the economic value of land, both related to demographic pressure (endogenous or induced by the arrival of migrants), increased production of cash crops, peri-urbanization, and a strong demand for rural land from urban actors.
2. The development of land markets is particularly observed on pioneer agricultural fronts, on lands with high potential for agricultural production (irrigated or rainfed), in areas well served by transport infrastructure, and in peri-urban areas.
3. Land commoditization is most often disconnected from the legal framework, leaving transactions informal or locally (but not legally) formalized.
4. Several major types of market transactions have been identified: sales that can remain incomplete and socially embedded, a wide diversity of tenancy contracts, and the P&S contracts. The latter, depending on

²⁷ On this point, see <http://www.ipar.sn/Rapport-de-l-Etude-regionale-sur-les-marches-fonciers-ruraux-en-Afrique-de-l.html>



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the case, organize transfers of property rights (in the full meaning of the term), or more frequently, transfers of use rights over the land, but property rights over the trees.

5. Among the actors of the transactions, two categories of takers attract particular attention: non-native family producers (domestic or foreign), and urban actors.

6. Market transactions induce various types of tensions and conflicts (but the relative importance of these tensions is rarely assessed in the literature). The challenge in terms of securing market transactions concerns, above all, purchases and sales of land.

7. Faced with these risks, the actors develop a set of strategies in order to secure the transactions: contractual design, making the possession "visible," relying on social capital, "local" formalization practices, and, much more rarely, legal formalization. These practices are of varying effectiveness, and the challenge remains to design a pragmatic and accessible public securing intervention.

8. The efficiency of land transactions can be understood in two dimensions (with the limitations of the sources that have been recalled). In one, the incentive to invest will be stronger in case of cessation of activity, because the value of the investment can be integrated into the sale price. Empirical verification of this theoretical argument has not been seen in West African contexts. In the other, the transaction can lead to the transfer of land to more efficient producers, with better investment capacity. This hypothesis holds for tenancy and P&S contracts. With regard to sales, the statement is more nuanced. Land deals involving native assignors and non-native takers effectively transfer the land to the actors most likely to mobilize productive resources, labor in particular. On the other hand, land acquisitions by national elites and, more generally, urban actors, do not lead to significant productive investments, with some exceptions. Transactions involving agribusiness enterprises remain to be documented.

9. Land markets can be questioned in terms of equity (i) in relation to a possible polarization of landowning or land use (through tenancy), and to a possible eviction of previous users; and (ii) in the relationship (balanced or not) between the partners in the transaction. Purchases by non-native family farmers are not particularly inequitable, neither in terms of the relationship between actors, nor in terms of a possible concentration of land, unlike purchases by national elites. The actors of P&S contracts tend to see these as equitable; such contracts tend to lead to a reduction in size of large landholdings. Except for reverse tenure configurations (undocumented to this day), tenancy contracts can be seen as relying on relations that are not specifically unbalanced, and often provide a redistribution of operating land to the benefit of landless actors.



In the end, the literature review presented here reflects strong dynamics in land markets that require attention from public authorities and reveal a need for deeper investigations on land transactions, their dynamics, and their effects in West Africa.

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