

Original citation:

Fenske, James. (2014) Trees, tenure and conflict : rubber in colonial Benin. Journal of Development Economics, 110 . pp. 226-238.

<http://dx.doi.org/10.1016/j.jdeveco.2013.05.001>

Permanent WRAP URL:

<http://wrap.warwick.ac.uk/85603>

Copyright and reuse:

The Warwick Research Archive Portal (WRAP) makes this work of researchers of the University of Warwick available open access under the following conditions.

This article is made available under the Creative Commons Attribution 3.0 (CC BY 3.0) license and may be reused according to the conditions of the license. For more details see:

<http://creativecommons.org/licenses/by/3.0/>

A note on versions:

The version presented in WRAP is the published version, or, version of record, and may be cited as it appears here.

For more information, please contact the WRAP Team at: wrap@warwick.ac.uk



Trees, tenure and conflict: Rubber in colonial Benin[☆]

James Fenske^{*}

Department of Economics, University of Oxford, United Kingdom



ARTICLE INFO

Article history:

Received 23 March 2012

Received in revised form 5 May 2013

Accepted 6 May 2013

Available online 14 May 2013

Keywords:

Africa

Property rights

Land tenure

Land disputes

Tree crops

ABSTRACT

Tree crops have changed land tenure in Africa. Farmers have acquired permanent, alienable rights, but have also faced disputes with competing claimants and the state. *Para* rubber had many similar effects in the Benin region of colonial Nigeria. Farmers initially obtained land by traditional methods. Mature farms could be sold, let out, and used to raise credit. Disputes over rubber involved smallholders, communities of rival users, and migrants. The impact of tree crop commercialization in Benin differed from other cases due to local context, including pre-colonial institutions, the late spread of rubber, and the relative unimportance of migrant planters.

© 2013 Elsevier B.V. All rights reserved.

1. Introduction

Property rights over land shape investment (Goldstein and Udry, 2008), labor supply (Field, 2007), long term policy outcomes (Banerjee and Iyer, 2005), the environment (Libecap, 2007), and violence (André and Platteau, 1998). Within Africa, land tenure is gaining importance as population growth makes land more scarce, as farming systems evolve, and as markets in land have become increasingly widespread (Holden et al., 2009). It is important, then, to know how land tenure responds to new technologies.

In this paper, I explain how the introduction of Brazilian *Para* rubber transformed land rights and land disputes in the Benin region of Nigeria during the colonial period from 1897 to 1960. The spread of rubber increased farm sizes and encouraged both sale and rental markets. The commercialization of land was gradual and not universally accepted. Rubber led to conflicts within communities and between members of local communities and outsiders, including migrants and commercial planters. These disputes were embedded within local politics and social relations.

[☆] I am grateful to Achyuta Adhvaryu, Prashant Bharadwaj, William Clarence-Smith, Timothy Guinnane, Dickson Oriakhi, Benson Osadolor, Benjamin Polak, Christopher Udry, Uyi Iwawo, Pauline von Hellermann, Charlotte Walker and Andrew Zeitlin for their comments. I have also benefitted from feedback from the Oxford economic and social history seminar, the CSAE lunchtime seminar, and the WIDER conference on land inequality and conflict. Archival and oral history research for this project was made possible with support from the Coca Cola World Fund at Yale, the Georg W. Leitner Program, the John F. Enders Fund, and the Economic Growth Center at Yale. I would also like to thank Joseph Ayodokun (victoria005@yahoo.co.uk), Monday Egharevba, and Amen Uyigwe for their valuable research assistance. In addition, I owe many thanks to Isiaka Bakare and the staff of the Rubber Research Institute of Nigeria for their considerable logistical support.

^{*} Tel.: +44 1865 58 9955; fax: +44 1865 271094.

E-mail address: james.fenske@economics.ox.ac.uk.

Rubber shaped land tenure through two channels. First, it is a cash crop that, if marketable, raises the value of land relative to labor. Second, as a tree crop, the returns to investment in rubber are deferred and the lifespan of the farm may exceed thirty years, making it unavailable for other uses. Together, these create pressure for division and increase the value of successfully contesting rights. The changes that occur and the disputes that arise, however, depend on local context. Individualization of land is only one possible response. Communities may tighten access to the commons, let it become open access, or divide it in one of several ways (Platteau, 2000). The outcome will depend on whether the costs of division are high, social capital is weak, adaptability is limited, the benefits are distributed unequally, or the state intervenes to aid certain interests. Rental transactions generate intra-family tensions, but their meaning is generally agreed upon (Colin and Woodhouse, 2010). The meanings of sale transactions are more contested. Kin and heirs will dispute sales if they are not consulted, and sales are later re-interpreted by the parties involved. Land markets, as a result, remain “embedded” in politics and society.

I contrast Benin with other studies of tree crops in Africa. As in these cases, rubber in colonial Benin encouraged sale and especially rental transactions, as well as sharecropping arrangements between peasant farmers and migrant rubber tappers. Sale in particular was not universally accepted, and these transactions created tensions within communities. Both types of dispute were embedded in other relationships. There are, however, several differences. Notably, since the bulk of migrants in the rubber industry was itinerant tappers, rather than settler farmers, the extent of conflict with Nigerians from outside Benin was limited. Pre-colonial institutions gave peasants greater freedom to appropriate land and chiefs less power to extract revenues from planters than in other cases, notably that of southern Ghana.

I rely on oral, archival, and printed colonial sources. While my focus is on the former Benin Kingdom, I draw on the experiences of other rubber-producing areas of the former Bendel State, especially Ishan (Esan) and Warri. My archival sources are taken from the United Kingdom and Nigeria, and consist mostly of government reports, correspondence, and court transcripts of land disputes.¹ I am able to rely on a handful of printed reports and other secondary sources for information and context.² Finally, I also use 57 interviews with former farmers, rubber tappers, traders, and laborers who were active in the rubber industry during the late colonial period as sources.³

In Section 2, I describe the “baseline” land tenure system of Benin. In Section 3, I outline the “treatment,” giving an overview of the introduction of rubber in colonial Benin. I describe my data and the “control groups” that I use to identify the impact of rubber. In Section 4, I outline how farmers acquired land for planting rubber, and how this changed over time. In Section 5, I show how rubber altered land rights, transactions, and disputes, and discuss the roles played by chiefs and migrants. In Section 6, I conclude.

2. Rural land tenure in pre-colonial Benin

In the Benin Kingdom, then, where land is plentiful, the land tenure system is very simple and such control as is exercised over the land is designed to add to the numbers of the village community rather than to secure exclusive rights over its resources (Bradbury, 1973, p. 182).

Edo-speaking Benin was conquered by Britain in 1897. It became part of the Central Province of Southern Nigeria to 1914, when the position of Oba (king) was restored and the Benin Province became part of a unified Nigeria (see Fig. 1). In this section, I outline pre-colonial land tenure in Benin. Edo land tenure reflected the abundance of land in the region (Usuanlele, 1988).

2.1. The state

In pre-colonial Benin, all land was said to be “owned” by the Oba. In reality he had few powers over land outside Benin City. Ward-Price (1939, p. 113) commented that the “Oba of Benin is the ‘owner’ of all the land in his district, though his powers over the plots allotted to his subjects are restricted by the principles of justice and reasonableness.” Egharevba (1949, p. 77), similarly, suggested that the king was a trustee, who could make grants on behalf of these people. At the West African Lands Committee in 1912, the chiefs who testified agreed that the Oba administered land through chiefs or community heads (Rowling, 1948, p. 3).

Higher chiefs received tribute and were to be informed of the settlement of new persons. Real ownership was at the village level, with the *odionwere* (senior elder) and *edion* (elders) exercising power over land use and allocation (Bradbury, 1973, p. 181). Blanckenburg (1963, p. 13) wrote that land “has long been controlled by the village head and the elders’ council.” The *odionwere* was responsible for handling “petty or

routine” land questions (Ward-Price, 1939, p. 114). Each year, those holding land gave a present, generally produce, to the chief.

2.2. Rights of community members

Any member of the community could farm new land without permission, so long as no one else was farming towards the same spot and it had not been farmed in roughly the past eight years (Rowling, 1948, p. 4). Plots were used in the first year for yams and maize inter-planted in rows, and women planted other vegetables around the stumps. In the following year, land was planted with maize and cassava before it was left to fallow (Bradbury, 1973, p. 154). So long as only food crops were grown, Blanckenburg (1963, p. 15) guessed that individual families farmed between three and seven acres of land annually. This system worked because land was abundant. Plots were used for only two years, then left to fallow for fifteen or twenty. Even as late as the 1950s, some “virgin” forest remained around two of his study villages.

The rights gained by clearing and farming were temporary. Ward-Price (1939, p. 115) wrote that most farmers cultivated for one season only and then moved to a new site. When the cultivator expressed no intention to return, this extinguished any claim. He noted that families did not retain areas permanently; land for food crops was held communally, “as if the whole of the people were one large family.” Fallow land reverted to control of the community, and was not likely to be re-cleared for some years (Bradbury, 1957, p. 45). This does not imply that *farming* was communal. This did not reflect a pre-modern communal ethic, but rather the abundance of land. In 1911, population density was estimated at only 21 per square mile.⁴

2.3. Land markets

With no permanent individual interests in land, sale markets were absent and temporary transfers such as pledging or rental were rare. Lugard (1914, p. 51) noted that “no individual rights exist or can exist for consideration, except such rights as may exist from clearing or cultivating the soil.” Ward-Price (1939, p. 115) suggested that crops could be sold in the ground, “but there is no idea of a ‘sale’ as regards the land.” In his study villages, Blanckenburg (1963, p. 15) was told that pledging and mortgaging of farms did happen before introduction of rubber in his villages, but that sale was not allowed.

2.4. Outsiders

Edo from outside the community required permission of the *Enogie* (the centrally-appointed head chief, if one existed) or *odionwere* to settle. Gifts given to these chiefs recognized their political supremacy. Ward-Price (1939, p. 115) suggested that the *Enogie* could deny a non-Edo permission to farm without cause. For an Edo stranger, permission of the *Enogie* was needed, but would not be denied. Bradbury (1973, p. 181–182) found in 1956 that strangers who cultivated palms temporarily, settled in the villages or in neighboring “camps,” or who wished to use land without settling were required to obtain permission from the *odionwere*. They presented him with palm wine and, in 1956, small sums of money, which he should share with the other *edion*. These gifts were only a few shillings normally, “for land [was] not a scarce commodity.” Ward-Price (1939, p. 115) wrote that, once food crops were planted by a native or stranger, the planter was secure. He could sub-let his farm, but was not permitted to sell the land if he left the community. Such land would revert to communal ownership.

¹ Specifically, I rely on records taken from the National Archives of the United Kingdom (NAUK) in Kew, the National Archives of Nigeria in Ibadan (NAI), and from the archives of the Oba’s Palace in Benin City (OPA).

² Particularly valuable are: Ansel (1965), an agricultural economics dissertation on the industry as it was in the early 1960s; Blanckenburg (1963), a report for the government on rubber farmers in three villages in 1963; Bradbury (1957) and Bradbury (1973), anthropological accounts of Benin based on fieldwork conducted in 1956; Egharevba (1949), a nationalist statement on “customary” law; Rowling (1948), a government report on land tenure in the Benin Province; Upton (1967), who surveyed eleven farmers in each of three villages in Asaba; Usuanlele (1988, 2003), dissertations on deforestation and class formation in colonial Benin, and; Ward-Price (1939), a report on Yoruba land tenure that contains a short section on Benin.

³ These interviews were conducted between 2008 and 2009 by myself, Joseph Ayodokun, Monday Egharevba and Amen Uyigwe. These were conducted in Edo, English, Ibo, Kwale, Pidgin, and Urhobo, with the help of interpreters. English transcripts of these are available on request.

⁴ NAUK, CO 879/117/9–10: West African Lands Committee, Minutes of Evidence, p. 164.

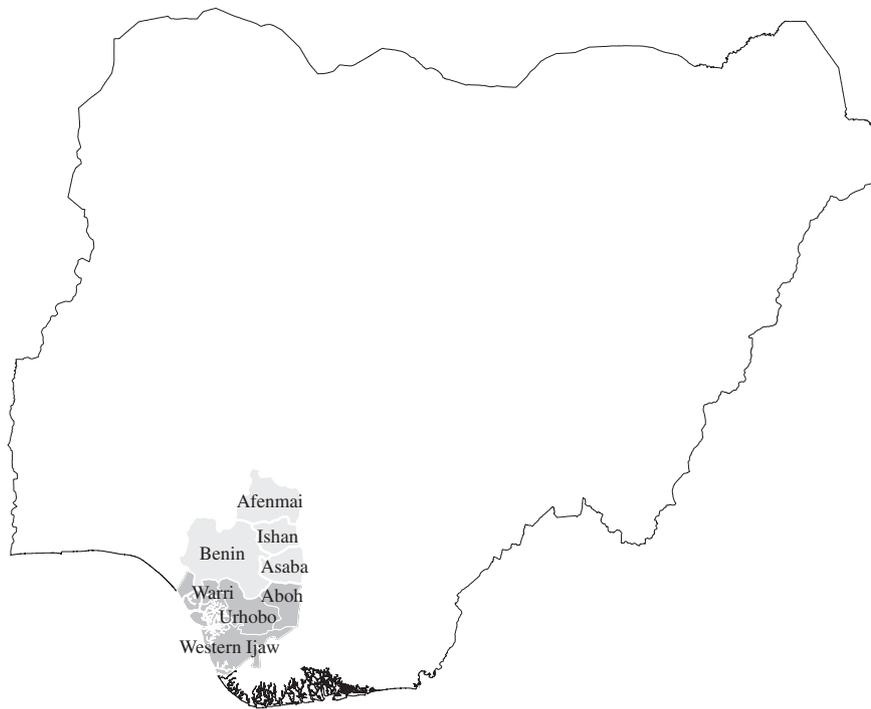


Fig. 1. Divisions of the Benin and Warri provinces.

Source: Division boundaries are from the Willink Minorities Commission. Nigerian boundaries are from www.diva-gis.org.

2.5. Tree crops

Tree crops were a minor feature of pre-colonial tenure. Excepting a few planted kola and deliberately scattered palms, tree crops were a colonial introduction (Ward-Price, 1939, p. 116). Those that grew wild were communal. According to Rowling (1948, p. 9), no exclusive rights existed at all over wild produce, even on land under cultivation. Any village member could reap them. He was also allowed to plant trees wherever he could “find a suitable unoccupied spot on the land belonging to his own village area,” without permission. A non-villager Edo would need permission of the *Enogie*, who could refuse, though refusal was unlikely (Ward-Price, 1939, p. 116). Planted trees were individually and securely owned (Bradbury, 1957, p. 24), and the trees could be sold, though in theory the land was not sold with them. Ward-Price (1939, p. 116) suggested that permission of the *Enogie* was needed, but he would not refuse “as chiefs are always anxious to increase the number of people on their land.” Even if trees were planted illegally, it was considered wrong to destroy crops in the ground. In a 1940 suit, for example, the defendant was found to be owner of the land on which he had planted his rubber, but was ordered to pay £40 and costs to the plaintiff for cutting down the latter’s trees, “because it is against customary rule to destroy growing plants.”⁵

2.6. Disputes

With abundant land, disputes were uncommon. These focused on the political power that came with controlling settlement. In 1918, the Resident wrote that, “this Province had always been singularly free from Land Disputes. This is probably due to the fact that the population is less dense than in other Provinces.” In cases where he had seen disputes arise, he reported that “there has been little difficulty in effecting a settlement.”⁶ Bradbury (1957, p. 45), even later in the

colonial period, argued that “litigation over the ownership of land as such is non-existent outside Benin City except in a political context where, for example, two *enogie* dispute their common boundaries.” The other exception he identified was disputes over permanent crops.

3. The spread of rubber in Benin

In this section, I outline the spread of rubber in colonial Benin. I describe how I use a sample of 83 disputes over rubber as a source of quantitative data. I also describe comparisons I make between Benin before and after the introduction of rubber, between rubber farms and other plots, and between late colonial Benin and adjacent regions that did not adopt tree crops as widely.

3.1. Origin and spread

Para rubber was introduced to Nigeria in 1895 (Anschel, 1965). Though colonial efforts to promote rubber were abandoned in 1921, Nigerians continued to plant it. From 1934, an international quota scheme kept world rubber prices high. The loss of Malaya to Japan in 1942 pushed British authorities to encourage rubber production. Price controls, compulsion and propaganda were used to encourage tapping and collection, and this spurred planting. By 1948, it was guessed that 25% of Benin Division was planted to rubber (Usuanlele, 2003, p. 161).

Despite negative propaganda and active restrictions, Benin farmers continued to plant rubber after the war. Bradbury (1957, p. 24) reported that rubber and cocoa were the main sources of monetary income in the region. Anschel (1965, p. 87) extrapolated from his own small survey, in which 72.4% of farmers owned rubber, to estimate that in the early 1960s 113,500 farmers owned slightly more than 1.2 million acres of rubber. Exports peaked during the first half of the 1970s, and the industry has since declined.

Rubber was overwhelmingly a smallholder crop. During the mid-1960s, farmers coagulated the rubber they collected mostly into lumps, while some dried them into sheets in the sun or over

⁵ NAI, Ben Prof 8/1/5 Civil Record Book 1934–1935: EHK Obosi of Illah v. Ageture of Illah (1940) 69/40.

⁶ NAI, Ben Dist 2/3 BP 446/1916 Land Disputes, Procedure in dealing with: 4 Feb, 1918: Resident Benin to Secretary, Southern Provinces.

the hearth (Anschel, 1965, p. 60). Lumps and sheets were sold mostly to middlemen who sold the rubber on to dealers in the larger towns or at collecting points. These dealers brought the assembled product to a small number of exporter-processors who milled the lump into low-quality crepe (Anschel, 1965, p. 61–64).

3.2. Data

One of my sources of descriptive evidence is a set of 83 records of disputes over rubber. I also use these quantitatively, in order to better describe the types of conflict that entered colonial courts. I summarize these disputes in Appendix B. For each record, I code dummy variables that capture their characteristics. These are:

- *Embedded*: Whether one of the participants connects the case to another dispute, such as a divorce.
- *Sale*: Whether the farm was ever sold.
- *Rental*: Whether the farm was ever rented out.
- *Pledge*: Whether the farm was ever pledged for debt.
- *Destruction*: Whether trees were destroyed or damaged.
- *Chief*: Whether a chief is a participant in the dispute (rather than simply an arbitrator or court member).
- *Oba*: Whether the Oba has interfered directly.
- *Boundaries*: Whether the dispute includes a disagreement over boundaries.
- *Non-payment*: Whether non-payment of a debt, sale, or rental fee is mentioned.
- *Inheritance*: Whether the right to inherit the farm is disputed or malfeasance by the executor of an estate is claimed.
- *Right to sell*: Whether the right of an individual to sell land is disputed.
- *Strangers*: Whether the case involves individuals from outside the community.

I present summary statistics on these cases in Table 1, and I report the correlations between these characteristics in Table 2.

3.3. Identification

There are four confounding treatments that hit Benin during the colonial period, whose effects may be mis-attributed to rubber: population growth, forest reservation, commercialization of palm produce, and colonial rule. While it is not possible to “control” for these, since my sources are qualitative, I restrict my focus wherever possible to changes that were directly attributed by observers to rubber, or to disputes concerning *Para* farms. For Blanckenburg (1963, p. 14), the cause of individualization, commercialization, and the increase in acreages was clear:

As the system changed, population density played the minor role although today many more people live in the villages than forty years ago. The main factor leading to a real revolution in the land tenure system was the introduction of permanent crops like rubber and cocoa into farming.

For identification, I contrast rubber farms with those planted to food crops, and I note where observers made the same comparison. I also measure Benin against adjacent Afenmai Division and Ondo Province, which were relatively untouched by tree crops. Rowling (1948, p. 12) estimated in 1948 that Afenmai (then “Kukuruku”) had a population density of 74 persons per square mile, or 76 persons if forest reserves were removed, while in Benin District these figures were 63 and 103 persons per square mile. In Afenmai, then, densities were similar but the spread of tree crops was limited. I do not argue that rubber had any characteristics that made its effects distinct from those of other planted tree crops, such as cocoa.

Table 1
Summary statistics.

	(1)	(2)	(3)	(4)	(5)
	Mean	S.d.	Min	Max	N
Embedded	0.12	0.33	0	1	83
Sale	0.30	0.46	0	1	83
Rental	0.17	0.38	0	1	83
Pledge	0.060	0.24	0	1	83
Destruction	0.29	0.46	0	1	83
Chief	0.16	0.37	0	1	83
Oba	0.012	0.11	0	1	83
Boundaries	0.14	0.35	0	1	83
Non-payment	0.072	0.26	0	1	83
Inheritance	0.060	0.24	0	1	83
Strangers	0.096	0.30	0	1	83

Source: See Appendix B.

4. How land was acquired for rubber farms

In this section, I describe how planters in Benin acquired land for rubber, and how this changed over time. I contrast Benin with other cases of tree crops in West Africa.

4.1. Agricultural commercialization in comparative perspective

Land for tree crops in West Africa has often been obtained initially under “customary” relationships, with few cash transfers. Where land was sold early on, buyers’ rights were less restricted than in later periods. Berry (1975) found that cocoa farmers in 1930s Ibe obtained land for small presents and a promise to pay symbolic tribute annually. When forest land seemed inexhaustible, chiefs in Akim, Akwapim and Ashanti alienated land to stranger farmers for a lump sum or a proportion of the developed land (Robertson, 1982). As the value of tree crop farms rose, these terms were changed; later planters paid more for land in cash and social obligations and received more restricted rights. Those who granted land to early farmers sought to change the terms of these arrangements in their favor. In Ibe, when cocoa began to bear, tribute rose (Berry, 1975). As its monetary value rose, non-cash obligations fell. When forest became scarce in southern Ghana around 1950, authorities demanded regular tribute or rent rather than permitting outright sales. Over time, sharecropping contracts gave fewer proprietary interests to tenants (Robertson, 1982).

Changes over time responded to the interwar depression, the Second World War, and the postwar boom. During the 1930s, producer prices were depressed. During the war, high import prices and government controls reduced real incomes (Martin, 1989). Forced labor recruitment intensified (Crowder, 1985). Commodity producers, ironically, expanded the acreage planted to tree crops. Cash incomes were still needed to meet colonial tax demands, and the returns to other activities fell. In Nigeria, individuals abandoned diminishing urban trade and business opportunities and turned to farming. Similarly, rural traders and artisans devoted more time to farming (Berry, 1975). In Ashanti, cocoa planting continued during the 1940s despite prices that were lower than they had ever been Austin (2005, p. 330). The postwar period, by contrast, was one of boom for many producers, and the rapid expansion of tree crop cultivation drove further changes in land tenure. In cases such as the Divo region of Côte d’Ivoire, the break with the pre-1945 period was dramatic (Hecht, 1985).

Like early planters elsewhere, smallholders in Benin obtained land by clearing forest. This was gained freely or for token payments, though permission of local chiefs was often needed. Edo farmers expanded their holdings over time to make use of fallow land and to lay claim to land that might otherwise be appropriated. Compared with other examples, attempts to extract payments from the owners

Table 2
Correlation coefficients of case characteristics.

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Embedded	Sale	Rental	Pledge	Destruction	Chief	Oba	Boundaries	Non-payment	Inheritance
Sale	-0.1623									
Rental	0.1298	-0.0853								
Pledge	-0.0937	-0.1662	-0.114							
Destruction	-0.1544	-0.187	-0.1454	0.0619						
Chief	0.0442	0.0061	-0.1056	-0.1091	0.0907					
Oba	-0.0409	-0.0725	-0.0497	-0.028	-0.0704	-0.0476				
Boundaries	0.0583	0.0288	-0.0937	0.0399	0.1156	0.0114	-0.0454			
Non-payment	0.1825	0.0195	0.1227	0.3204 ^a	-0.178	0.0077	-0.0308	-0.1148		
Inheritance	0.5285 ^a	-0.0559	0.1564	-0.0641	-0.1615	-0.1091	-0.028	0.0399	0.1249	
Strangers	-0.1209	-0.1254	-0.1471	-0.0827	-0.1183	0.0839	0.3381 ^a	-0.1343	0.0665	-0.0827

Source: See Appendix B.

^a Significant at 5%.

of mature trees were constrained by the relative absence of stranger planters and customary right of Edo to claim land anywhere within Benin. As in Ghana, efforts to restrict planting were easily evaded, especially during the war. Post-war growth was a less dramatic break with the past than the wartime planting boom (Fenske, 2012).

4.2. How planters acquired land

In Benin, smallholders generally acquired land for rubber freely, by planting trees on their farms after they were done cultivating food crops, instead of leaving them to fallow. Rowling (1948, p. 5) stated that a Bini was “free to plant as he will.” In Esan, Rowling (1948, p. 18–19) found no limitations on permanent crops, and if a protest was raised that farmland was getting short, no legal sanction existed to restrict planting. In the three villages he studied, Blanckenburg (1963, p. 14) found that rubber was planted on plots used for food crops during the second year of use. Of the 11 farmers Upton (1967, p. 11), surveyed in each of his three Asaba villages, 100%, 100% and 53% stated that extra land was available for tree crops. The most commonly stated means of acquiring land for tree crops were that it was “freely available” in the first two, and that one would ask the head of the family in the third.

My respondents often stated that they acquired land by clearing forest, and that no permission was needed. For example:

My father has been here for a very long time where ever you are able to cultivate first when it was a virgin forest becomes yours and my father is also a son of the soil so we are native of this village ... No they don't have any permission since you are a member of the community, you are free to open new land and plant any crop. You know the people are very few then but the land is very large then.⁷

Others stated that the *odionwere* had to be informed, though not necessarily about what was being planted,⁸ or that all that was needed was to “buy the elders drinks so that they would pray for you.”⁹ Examples from court cases give evidence that payments were small, though they do not support the view that no permission was needed. The plaintiff in a 1942 suit testified that he bought a plot of land from Evbuomwan and four others around 1933. Knowing that he might plant permanent crops, he gave them 5s and some tobacco. Evbuomwan testified that he had sold the farm with approval of the village head.¹⁰ In a 1958 suit, the plaintiff told the court he had

acquired land in 1925 at Oregbene from the elders in return for “kola nuts and drinks,” and then planted rubber and coffee.¹¹

During the 1920s, one colonial officer remarked that there was not much variation in farm size in Benin. He measured fifty farms to get an average of 1.39 acres “for a man and his wife.”¹² The colonial government believed, wrongly, that rubber farms were similar in size. One 1959 report suggested that rubber took up “approximately 300,000 acres mostly in units of one or two acres.”¹³ Before the war, this would not have been misleading. A collection of letters sent between 1942 and 1944 to smallholders who were not tapping their holdings gives a sample of 369 farms that averaged 474 trees each.¹⁴ 90% of these were less than 10 years old. These plantations were largely in Iguoriakhi (32), Okha (19), Idokpa (11), Igbekhue (11) and Ebazogbe (10).

Blanckenburg (1963, p. 16), by contrast, measured seven rubber farms in his study villages and found them all to be much larger. His farmers had, on average, 13.7 acres planted to rubber and 5.5 in food crops. He also cited an unpublished survey of 150 farms that reported 21% were under 5 acres, 46% were between 5 and 11 acres, 25% were between 11 and 20 acres, and 8% were over 20 acres. Ansel (1967, p. 3), similarly, reported that an FAO survey had found 19.1% of rubber holdings in 47 villages of Benin Division were above 20 acres, 41% were greater than 10, and 71.8% were greater than 4. In his own sample, farmers averaged 13.8 acres of rubber in 4.4 plots (Ansel, 1965, p. 87). In the three Asaba villages Upton (1967, p. 11) studied, the eleven farmers in each averaged 8.52, 18.61 and 12.78 acres of rubber.

This growth in size was facilitated by the practice of planting food farms to rubber when they would otherwise have been left to fallow. Several of my respondents stated that their farms were built up gradually. For example:

What we did was to plant part of our farmland with rubber each year. This piecemeal type of planting continued until we finally felt that we had planted enough rubber.¹⁵

This suggests that rubber increased farm size for technological reasons; in a land-abundant environment, labor limited the acreage that could be used in any season, while depletion of soil fertility kept food crops under cultivation for only one or two years. Rubber could continue to bear for many years, and it was possible for smallholders to profitably tap it using either their own children or by employing sharecroppers.

¹¹ OPA, File 35/58, J.J. Idehen v. J.E. Edokpolor.

¹² NAI, CSO 26 09125 Assessment Report on Benin Division by Nevins, DO.

¹³ NAI, AR8 A1b: Annual Report of the Ministry of Agriculture and Natural Resources (Extension Services Division); 1958–59.

¹⁴ NAI, BP 2287: Rubber Farms Taken Over by the Government.

¹⁵ Interview #23.

⁷ Interview #6.

⁸ Interview #8.

⁹ Interview #12.

¹⁰ OPA, Benin Civil Court 1942 No. 138, #129/42 S.A. Obaseki of Benin v. Isibor of Benin.

Usuanlele (2003, p. 103–4) adds a political economy explanation. As chiefs abused their positions, converting communal lands into private holdings, peasants responded by appropriating communal land for themselves and their children. Planting rubber was one means of gathering as much land as possible. Though farmers' motivations cannot be observed directly, this interpretation is consistent with the pressure that did exist on land during the 1930s and 1940s, the secure rights that could be established by rubber planting, and the statements of Blanckenburg's (1963) respondents (p. 20) that they increased the sizes of their farms in order to leave as much land as possible for their children. Usuanlele (2003, p. 105) adds that farm sizes increased during the depression of the 1930s, as incomes fell but tax demands did not, inciting expanded cash crop production. These larger farms have persisted; recent surveys have given average rubber holdings of 5.73 acres (Agwu, 2006) and 14.01 acres (Mesike et al., 2009).

In the 1920s, officials reported minimal inequality, as differences in farm sizes were offset by varying soil quality.¹⁶ Blanckenburg (1963, p. 8) believed that, in the 1960s, change was imminent. At the time, the only major differentiation was between farmers and Ibo tappers. In his sample, rubber holdings ranged from 8 to 25.5 acres, dependent on how long ago it had been planted, and he believed this would soon become a source of status (p. 16). The extent of land taken was limited by the ability to recruit labor with which to clear it; one respondent told me that, since his friend's father had more sons than his own father, his friend's father's farm was larger.¹⁷ Rubber, then, intensified existing inequality.

Respondents frequently stated that they had not had disputes over their rubber farms, because they were careful to use fire-resistant trees to demarcate their boundaries.¹⁸ According to one interviewee:

According to the tradition of the land in this Imasabor village nobody has boundary dispute because our fathers used life trees to mark their boundaries except now that greed is setting into people in other community because they have people in power would try to shift the boundary we share with them but within our community it can't happen.¹⁹

Despite these precautions, conflicts did occur. Roughly 15% of the disputes in my sample involve disputes over boundaries (Table 1). In a 1936 case, the plaintiff claimed that he had been driven out by the defendant eight years before. On finding the bush cleared in 1935, he had left a *juju* (magical object) in the farm until the defendant's father begged him to remove it. The plaintiff then planted rubber in the plot, while the defendant planted yams. The year of the suit, the defendant cleared an adjoining portion and planted rubber, telling the court that pineapple and kola trees marked the boundary.²⁰

4.3. Changes over time

As fears arose that land was becoming scarce, and as the value of these farms became apparent, village authorities attempted to extract rents from new and existing planters. Dibia Afam, a farmer in the Asaba Division, found that he had been able to acquire land freely for planting rubber during the late 1930s and early 1940s, but once his farms matured his relatives demanded he pay them £1 annually.²¹ Attempts to strategically evict stranger planters will be discussed in Section 5.

The Great Depression and Second World War affected the acquisition of land for rubber plantations in Benin differently than elsewhere. It was during the 1930s that the expansion of rubber cultivation first became notable. As other sources of income dried up and colonial tax demands remained persistent, rubber became attractive. This was similar to other cases of tree crops in West Africa. Particular to rubber were the relatively high prices maintained by the International Rubber Regulation Agreement. Further, as pointed out above, Edo smallholders faced a specific pressure to use rubber farms as a method of making permanent claims on communal land (Usuanlele, 1988, p. 249–254).

The growth of rubber plantations during the 1930s was restricted by the 1937 Permanent Crops Order. This was supported by both the Agricultural Department and by the Oba, due to fears about food security and the privatization of communal lands (Usuanlele, 1988, p. 146–147). The order required individuals to obtain the consent of the *odionwere* and the Oba before planting tree crops.

These restrictions did not survive during the war. In contrast to the producers of other export crops during the war, Nigerian rubber farmers saw their terms of trade improve; the price paid for rubber rose faster than import prices. Despite these gains, wage rates also increased, and so farmers whose household labor was insufficient left their farms under-utilized (Fenske, 2012). The war brought a boom in rubber planting because of greater prices and further pressures towards land appropriation; by 1948, a quarter of Benin Division was under rubber (Usuanlele, 2003, p. 161–163). The colonial state worried this expansion would leave Benin vulnerable to a postwar price collapse and made land unavailable for food crops. The state could not, however, convince farmers to share these worries or effectively enforce the Permanent Crops Order. By the end of the war, it had become ineffective (Fenske, 2012). Attempts to revive it failed in Benin. Local ordinances restricting planting were passed in Warri Province, but were successfully evaded by local planters (Fenske, 2012).

5. The impact of rubber on tenure and conflict

In this section, I outline the impact of the spread of rubber in Benin on the development of land rights and land transactions, with a particular focus on sale and inheritance. I discuss the role of chiefs and “strangers” in this process, and contrast these patterns with those observed in areas that were relatively untouched by the cultivation of tree crops. Throughout, I describe the disputes that arose from these changes and I highlight the implications of these patterns for agricultural commercialization in general.

5.1. Agricultural commercialization in comparative perspective

Besley (1995) refers to African tenure systems as “Lockean,” arguing that investments such as tree crops create rights in land. Tree crops in Africa have led to more individualized holdings during the generation of the original planter. This has been true, for example, in the Akan regions of Ghana (Benneh, 1970), in the Nigerian cocoa belt (Berry, 1975), and in the coffee-growing parts of Côte d'Ivoire (Kobben, 1963). Due to inheritance systems and labor arrangements that give proprietary interests to multiple claimants, individualization is often reversed over time (Berry, 1988).

Trees also spur land markets, but these remain socially embedded and the prices paid do not fully reflect productive value (Colin and Woodhouse, 2010). Land is transferred through a wide range of transactions, including sales, inheritance, leases, pledges, and sharecropping. In the Oumé District of Côte d'Ivoire, for example, early transfers were “sale in the classical sense, subject to manifestations of respect and gratitude,” but today the death of a patron leads to renegotiation and demands for more cash. Duties of gratitude remain important in securing a migrant planter's legitimacy (Chauveau and Colin, 2010).

Tree crops have led to disputes. Many arise because land markets remain “embedded”. Because several mechanisms of acquiring rights

¹⁶ NAI, CSO 26 09125 Assessment Report on Benin Division.

¹⁷ Interview #14.

¹⁸ Interview #2.

¹⁹ Interview #14.

²⁰ OPA, Obajere Native Court 1936 (No. 282), #204/36 Chief Iduseri of Ogheghe v. Ebose of Ogheghe.

²¹ NAI, Ben Prof 1 BP 203/706, “Dibia Afam, petition from.”

over trees do not extinguish existing claims, the distribution of land depends on individuals' abilities to exercise claims rather than on formal rules (Berry, 1988). Participants draw on social relationships, including descent, marriage, ethnicity, and patron–client ties to defend their rights. A Yoruba cocoa farmer's heir may have rights that conflict with those of his wives, sharecroppers, or other children who worked the farm (Berry, 1989). The right to transfer land to outsiders has been particularly contested. In Oumé, these conflicts are largely between the village or district heads who were the early grantors and the heads of smaller family groups who made later transfers (Chauveau and Colin, 2010).

Rubber in Benin increased the permanency of land rights. Rubber farms could be alienated temporarily, by rental, pledge, or sharecrop, or permanently by sale or inheritance. Disputes arose especially from the sale of rubber farms. The alienability of these farms was not immediate, and farm owners' rights were contested by other community members. In Benin, observers noted that disputes over tree crops were a problem. These were caught up in other social conflicts. These outcomes mirror other cases of tree crop production, and support the conclusion that these West African experiences are generalizable.

The influence of chiefs has differed across cases of commercialization. In southern Ghana, chiefs profited from cocoa cultivation. They held allodial title to lands within their jurisdiction, and could demand payments from both stranger and non-stranger planters (Benneh, 1970). Amanor and Ubink (2008) charge that Ghanaian chiefs have frequently re-interpreted custom in their favor. These re-definitions have excluded the poor, and have converted past sales into leases. This has been accomplished with the help of the state; the power of chiefs over land is written into the Ghanaian constitution (Amanor, 2008). Chiefs in southern Ghana now sell land for commercial purposes without surrendering ultimate control of it (Boni, 2008). In the Nigerian cocoa belt, by contrast, chiefly powers were more limited. Yoruba chiefs were consulted when transactions occurred, and they presided over land disputes. They did not, however, own land apart from what they acquired on their own or through their families (Berry, 1975). Similarly, chiefs in Côte d'Ivoire were restricted by the government's support for migrant planters (Berry, 2008).

Despite his nominal ownership of all land in Benin, the Oba was not able to convert smallholder planters into a major source of revenue. Although local chiefs collected fees from planters, these were small and ad-hoc. Edo chiefs were, however, active as planters, as participants in disputes, and as arbitrators. Many of their rights were entrenched under colonial law, especially through the system of Native Courts.

Three factors help explain these differences. First, what took place under colonial rule was shaped by what existed before it. The pre-colonial right to take land freely throughout Benin limited the claims that could be made against Edo planters, stranger or otherwise. Second, the absence of a class of non-Edo planters limited extraction, since itinerant tappers had more power to seek out favorable agreements and leave if these were altered. Third, rubber planting only expanded throughout Benin after the colonial state had become relatively entrenched (Fenske, 2013). Chiefs' attempts to control planting could be reviewed by colonial officials, who could check abuses and who attempted to regularize these powers through legislation such as the Permanent Crops Ordinance.

Migrants in West Africa have acquired land through "economic" relationships that also entail subordination, dependence and "patron–client" ties (Berry, 1989). Sales to these strangers have been reinterpreted later as customary tenancies. Conflict emerges between descendants of landowners and planters. Suppliers of land in Ghanaian *abusa* contracts see these as labor hire agreements, while suppliers of labor view them as land leases (Robertson, 1982). Conflicts within African communities have focused on grants made to outsiders. In Oumé, urban returnees since the 1980s have pressured family heads to recover land transferred to migrants (Chauveau and Colin, 2010).

Migrants who entered Benin throughout the colonial period were a source of both rent and resentment, but few of these came to plant rubber. The stranger planters that did exist had more limited rights than locals and faced opportunistic eviction. The ethnic dimension of these conflicts was muted. Most tappers were migrant Ibo, and conflicts with these communities focused on political control, not land. This contrasts with the major role of migrant planters in Ghana and Côte d'Ivoire. Conflicts between locals and migrants were less pronounced in Benin, because most migrants did not make permanent claims rivaling those of potential local planters. More mobile than planters whose capital had become fixed, itinerant tappers were less vulnerable to reinterpretation of initial agreements.

5.2. Changes in land rights

In contrast to the lack of recognition of rights over fallow land, rights over rubber farms were more permanent. Ward-Price (1939) found no recognized rights in fallow during the early 1930s. After the war, the Oba told Rowling (1948, p. 4) that "whatever the position of old, when land was plentiful and strangers few and when no one therefore bothered over claims to fallow, the spread of permanent crops which have enhanced [sic] the value of land as well as growing fears about shortage, are leading to insistence upon them." Only the rights secured by planting tree crops appeared to have permanency (p. 6). Fallow land no longer reverted to the community (Blanckenburg, 1963, p. 14).

Land ownership became less communal, and gave the planter or his family more exclusive rights over the land. Ownership of land under rubber held in practice, though not in theory, and the family became the landholding unit (Blanckenburg, 1963, p. 14). Egharevba (1949, p. 79) highlighted the development, writing that a "change is, however, coming over the whole system of land [t]enure. More and more, the right of each man to ownership of his land is being recognized ... and this is largely due to the permanent crops put down." The permanence and exclusivity created by planting tree crops explains why rival claimants to a plot of land often destroyed a planter's trees. More than a quarter of the rubber disputes in my sample involved trees that had been burnt, uprooted, or otherwise damaged (Table 1).

5.3. Changes in land transactions

5.3.1. Inheritance

Before the spread of rubber cultivation, a son would inherit only standing crops and the right to continue in an area under cultivation (Rowling, 1948, p. 8). Even the Oba recognized that by 1948 this had changed. By the 1960s, rubber was among the inheritance to be divided (Blanckenburg, 1963, p. 20). One petitioner wrote to the government during the 1930s to appeal a case in which he had sued for his late father's cocoa trees, pear trees, thatches and rubber trees, and had won all but the "most valuable one — the rubber trees."²²

Today, forest clearing has been replaced by acquisition through inheritance. This is apparent from modern surveys. Of 23 of my interviewees classified as "farmers," 10 stated that they or their parent had cleared the land from virgin forest, 3 had obtained it freely or from the community, 6 had inherited the land, one had acquired land through a mixture of inheritance and clearing, and the rest either did not know, did not answer, or listed other methods. Agwu (2006), by contrast, in a recent survey of 50 rubber farmers, found that 76% acquired their land through inheritance, 16% through rental, and 8% through purchase.

Joint inheritance was less prevalent than in other parts of West Africa, as Benin had a tradition of primogeniture. A man's ancestral house was the exclusive property of his eldest son (Ogbobine, 1974, p. 36). The eldest son also received the bulk of the deceased's

²² NAI, Ben Prof 1 BD 65 Vol 11: Petition Benin Native Court: Osionwanwri to DO, Benin c. 1936.

remaining property (Ugiagbe et al., 2007). This principle was applied to rubber plantations; a man who wished to divide his rubber farms while still alive would be obligated to leave at least one for his eldest son (Rowling, 1948, p. 8). Typically, the eldest son would inherit the largest portion, with the rest divided among the remaining children (Blanckenburg, 1963, p. 20).

Inheritance, then, had less power to convert holdings into family property. According to one respondent:

[A]s long as the initial owner of the rubber was alive he claim ownership of the rubber trees. But if such a person die and the children have to inherit they must sub divide the plantation and that is very common so you could have a plantation that is own by one person but subdivided into individual children as owner.²³

Several of my respondents denied that communal ownership of rubber farms was possible, affirming instead that all were owned individually.²⁴ Another referred explicitly to the division of his father's plantation when he inherited it.²⁵ Indeed, one motivation for increased farm sizes was the fear that inherited farms would be fragmented into portions too small to support a man's children (Blanckenburg, 1963, p. 20). This difference from other cases of tree crops in West Africa demonstrates that the probability of a reversal of individuation depends on the norms of inheritance that exist prior to the commercialization of tree crops. Where joint inheritance is uncommon, this reversal is less likely.

Even so, conflicts occurred between heirs. Roughly 7% of the cases in my sample concern inheritance disputes. In a 1947 suit, the plaintiff told the court that his father had three rubber farms which, along with a goat and £4, were given as bride price to the defendant. Since his father's death, the defendant had been "troubling" the plaintiff with *juju*, though she claimed to have planted the farms herself. The court found for the plaintiff on the grounds that the property had not been shared on his father's death.²⁶

Conflicts over rubber were embedded in social relations. In Table 1, a little more than a tenth of disputes over rubber in my sample were explicitly connected by participants to other ongoing conflicts. In an otherwise unremarkable dispute from 1944, the plaintiff believed the defendant bore malice towards her because his daughter had married her ex-husband.²⁷ Table 2 shows that cases involving inheritance were particularly intertwined with other disputes. The plaintiff in a 1946 case told the court that, after the death of their mutual father, the defendant had inherited three rubber farms. On learning that he was born to a different father, she sued to recover these. The defendant replied that "[h]e was my father before he died," and claimed to have paid £4 of his adoptive father's debts, while the plaintiff had only paid £3. After losing the case, he petitioned the District Officer for a review on the grounds that his expenses in maintaining the farms had not been considered, and that twelve years of "filial duties" to his late adoptive father had gone uncompensated.²⁸

The archival record is too sparse to make generalizations about the impact of rubber on the status of women. One case heard in 1944 reveals some of the unique challenges they faced.²⁹ The plaintiff sued for a rubber farm, but the defendant claimed that it had originally belonged to her father, who had died eleven years before. The plaintiff enlisted the defendant's former husband as his witness, but on cross-examination he admitted his testimony was motivated by their divorce. The defendant told the court that after the divorce,

she had gone to Lagos. She had returned to visit seven years before the case, and found the plaintiff digging ridges for his yams. She "told [her] people," but her new husband would not let her return to Benin until she had borne him a child. When she came back four years before the case, she sued the plaintiff successfully in the ward council. On inspection, the plaintiff's witnesses were hostile to the inspector, while Chief Edohen "who [was] the landlord, denied knowing [the plaintiff] as the owner of the plantation in dispute." The court remarked that the plaintiff was obviously making his claim because the eldest child of the plantation owner was a woman, dismissing his case.

5.3.2. Sale and mortgage

Once planted, permanent crops could be alienated by sale, pledge or mortgage (Bradbury, 1957, p. 45). Rowling (1948, p. 6) reported that an Edo was "free to do what he likes with crops of all kinds," and could sell, pledge or mortgage these, though there were restrictions on alienation to a non-Edo. The Ekiador Central Court in 1940 upheld that consent by Village Council or *Enogie* was not needed for sale to a "freeborn man of the village" (Rowling, 1948). Should a stranger wish to leave the district, he was free to sell to a "native of the soil" (Egharevba, 1949, p. 79). By contrast, I have only found one example of a sale of land not planted to permanent crops.³⁰

Mortgages of rubber with foreclosure dates were practiced, as were pledges that gave the lender use rights until the principal was repaid (Rowling, 1948, p. 6). One petitioner claimed in 1941 that he had loaned his friend £15 to buy three farms, which was to be repaid via the sale of rubber sheets. It was agreed that, should the friend fail to repay, the farms were to become his. This happened, and he had successfully sued for the farms at the Benin Native Court.³¹ In Agbor, by contrast, pledging of rubber was rare (Rowling, 1948, p. 28).

Important reasons for sale were to raise money for payment of bride price, building of a house, or for the education of children (Blanckenburg, 1963, p. 15). Purchasers were mainly farmers short of land, and farms with high yielding trees were less frequently sold than low-yielding or young, untapped farms. The price paid depended on supply and demand as well as on the personal relationship between parties and characteristics of the plot (Blanckenburg, 1963, p. 15). From primary and secondary sources, I have collected 19 examples of farms in which I know both the price paid and (roughly) the year of the sale (see Appendix A). While the sample size makes inference difficult, I have plotted these in Fig. 3 along with the running mean of the price per farm. The results are consistent with the interpretation that, from the beginning of the Second World War on, the sale prices of farms were increasing in Benin alongside the rising price of rubber. Rising consumer prices after the late 1930s, however, may have eroded much of the real benefit to farm owners.³²

Conflicts arose especially from sales; in Table 1, nearly a third of rubber disputes in my sample involved plots that had been sold. A little over 5% had been pledged. As in other parts of Africa, many of these involved the family members of the original seller attempting to reclaim land that had been lost. One petitioner wrote in 1941 that he had purchased a farm of 412 trees in 1938 for £2/10, and had since added more and put identifying marks on these. When the seller died, another man claimed the property. The petitioner asked that he be made to take

³⁰ Udo Native Court 1922 #227: #95/22 – Enbokwohesu v. Diajbonya.

³¹ NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals; 22 Nov 1941: Petition by Guobadia.

³² I am not aware of a consumer price index for Nigeria that would allow adjustment for inflation. If these figures are deflated using the cost of living estimates from Frankema and Waijenburg (2012), there is a positive uptick in real farm prices during the early 1940s, though the series is truncated after the war. Deflating farm prices using the nominal wages for Lagos reported by Frankema and Waijenburg (2012) or the consumer price index for Ghana calculated by Bowden et al. (2008), the series is flat after the mid-1930s. If the export price of rubber reported in Fig. 2 is similarly deflated, it also shows no positive trend.

²³ Interview #13.

²⁴ Interviews #1, 5, 8, 9, 11, and 20.

²⁵ Interview #15.

²⁶ OPA, Egbede NC 1946 # 310: #10/47 Azalakian of Ebue v. Ehigiamusoe of Ebue.

²⁷ OPA, Appeal Civil Record Book #244, Case A 223/44 Edegebe pf Benin v. Inomwan of Benin.

²⁸ NAI, BD 430 285: Petition re: Oba's court civil case.

²⁹ OPA, Court Cases 1944 #90: #1127/44 – Edegebe of Benin v. Imemwan of Benin.

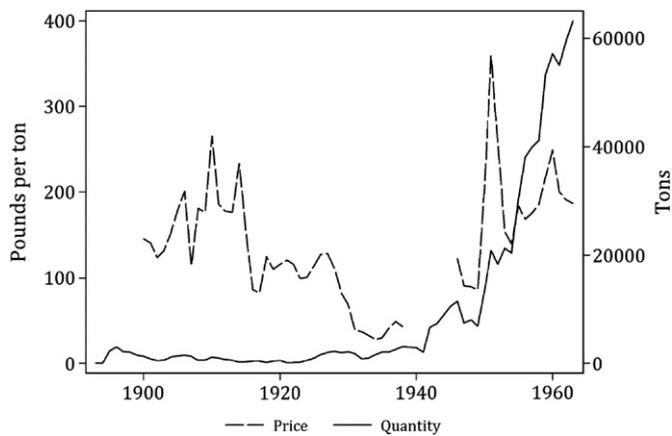


Fig. 2. Nigerian rubber exports and prices over time.
Source: Ansel (1965).

an oath to support his claim.³³ Another petitioner in 1937 complained that his father had bought a farm from Ije, and that he had completed the purchase price after his father's death. "The present boom in rubber prices," however, had "caused the family of Ije to make a try to wrest the rubber plantation from [him]." They sued for eviction in 1937, and the petitioner won, but then another relative sued him to cease tapping operations.³⁴ The defendant in a 1954 suit had bought her farm land from one Igbinovia in 1947, with another man Fakaukun present as witness. After she deserted her husband, Fakaukun sold the farm to M.C. Ishola Coker, who sold it to the plaintiff for £25 in 1954. The court found no evidence that Fakaukun had ever owned the farm, and decided for the defendant.³⁵

Other disputes highlighted questions about who had the right to sell. Trees alone did not confer sale rights. Social status also mattered, as in Berry (1989) or Goldstein and Udry (2008), because claims had to be pursued in social venues. One petitioner in 1942 claimed that Chief Iyamu falsely pretended to have bought a farm from his father for £10 and then re-sold it for £30 while their dispute was in court. The petitioner argued that he, not his father, had planted the trees and that he had a document showing he had even rented out the farm before the dispute.³⁶ In a 1944 suit, the defendant claimed to have bought a farm the year before. The lower court, District Officer and Resident, however, all felt he needed the permission of the Oba and *odionwere* to make the sale.³⁷

Sale was not universally accepted, and farm owners' alienation rights were contested by others. I classified 23 of my respondents as "farmers," though most had worked as children on a parent's farm during the colonial period. When asked if they or their father could sell land, eight avoided the question and answered that their father would never sell land. Four more similarly responded that he had not sold any. Two responded yes, and four more made the distinction that trees could be sold, but not land. One told me that:

No we don't sell land in our culture, all a father will desire is to pass his land to his children as inheritance.³⁸

³³ NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals: 23 Nov, 1941: Letter to District Officer.

³⁴ NAI, Ben Prof 1 BD 65 Vol 13: Petitions Benin Native Court. 30 Jan, 1937: Chief Ezoumunoglu to District Officer.

³⁵ OPA, Court Proceedings Record Book 1954–55 #52, #843/54 A Izenbokun of Benin City v. Igberiohene of Benin City.

³⁶ NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals, 28 Aug, 1942: Idahosa of Benin to DO, Benin Division.

³⁷ OPA, Benin Divisional Court 1944 #130, A235/44 Edeoghoman of Ogbeson v. Awotu of Ogbeson.

³⁸ Interview #5.

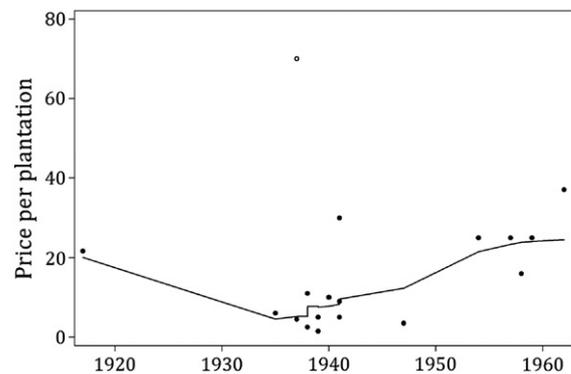


Fig. 3. Farm prices over time. Notes: The solid line is the result of a locally weighted running mean smoother with a bandwidth of 1 of the nominal sale price against the year of sale, omitting one outlier of £70.

29 of 78 rubber farmers in Ansel's (1965) sample said they may not sell without seeking permission of village elders. Blanckenburg (1963, p. 15) found it hard to find information about sales; only two general informants at Owe confirmed their existence, none of the nine farmers there said they knew anything about sales, and the topic was "not discussed openly." At Okuor, the subject was similarly taboo. Only one young farmer declared he had bought three rubber farms. After the first sales at Okuor, the elders' council prescribed that land should be sold only within the family, but this was not observed. At Ova, the "best located" of his three villages, the topic was more frankly discussed, with sales dating back to roughly 1944. In Esan, Rowling (1948, p. 19) reported that attempted sale or mortgage could result in eviction. None of the three villages Upton (1967, p. 15) studied had land sales. None of the farmers he interviewed believed it was "right" to sell land (p. 65), because it was not customary, because it belonged to the community, because it was inherited, and because there was not enough land.

5.4. Chiefs

Chiefs were both planters and participants in disputes. In Table 1, roughly 15% of disputes in my sample include chiefs as participants. In a 1938 petition, the complainant claimed that he had sued Chief Elema over a plantation and had won in court after being made to take an oath.³⁹ The Benin Civil Court decided in 1942 that several chiefs at Uteh, including the *Enogie*, had conspired to deprive the plaintiff of land on which the defendant had planted rubber.⁴⁰ The *Enogie* of Oghehghhe turned to the courts to settle his dispute with a fellow villager.⁴¹

Chiefly claims over land were recognized in British legislation. One third of timber royalties, for example, went to village heads (Rowling, 1948, p. 11). Similarly, local chiefs were able to collect revenues from the communal rubber plantations established before the end of the First World War, and could demand rents from strangers such as the Urhobo and Isoko who worked palm produce. The PCO, mentioned above, formalized the requirement that the *odionwere* consent to the planting of tree crops by "strangers." Further, chiefs attempted to use indirect rule to formalize their authority. The Etsako council in

³⁹ NAI, Ben Dist 1 BD 65 Vol 20 Petition Benin Native Court, 12 Jan 1938: Obaduyi of Benin to Reviewing Officer.

⁴⁰ OPA, Benin Civil Court 1942 #290: #1705/42 – JE Obaseki of Benin v. Erhabor of Benin.

⁴¹ OPA, Obajere NC 1936 #282: #204/26: Chief Iduseri of Oghehghhe v. Ebose of Oghehghhe.

Kukuruku Division, for example, passed a resolution in 1942 stating that land was held on behalf of the village by the council, that the council was the proper lessor of any land, and that the leading members of the council should sign any lease to show the council's consent.

Chiefs presided over Native Courts. A 1941 petitioner seeking to foreclose on three plantations offered as surety for debt complained that the debtor was “very friendly” with one of the court members, and had thus been able to forestall a bench warrant by appealing to the Oba's court.⁴² Similarly, one Idahosa of Benin in 1942 wrote to the District Officer that he was involved in a dispute with Chief J.O. Iyamu of Benin over his father's rubber plantation. While Iyamu claimed to have bought the plantation for £10, Idahosa did not believe that his father would have sold it for so little. He charged that Iyamu “at one time a court clerk, knows how to make case, and knows also now to twist matters to suit his whims and caprices.”⁴³

Chiefs used these courts to defend their rights. In 1940, the Oba advised the Village Council of Uhen to sue several non-natives accused of planting cocoa and farming without their consent in court, which they did successfully.⁴⁴ This was not always their first course of action – the elders of Eferufe had initially attempted to stop the defendant in a 1940 suit from farming without their permission by placing a *juju* in his farm. Only after he persisted did they sue.⁴⁵

Courts were only one venue in which these cases were resolved. One respondent described a dispute that involved his father:

When my father brush the forest he too also brush the forest by my father side and they both planted rubber on their farm after many year the man said the boundary is not where it was before, claiming that part of my father's farm was his own ... We have *odionwere* in this community the matter got to the *odionwere* and the community make peace between both of them.⁴⁶

Individuals, then, had to navigate local politics to press their claims. Samson Odi petitioned the District Officer in 1937, writing that he had sued two persons for damages to his rubber farm on land they claimed. When his first case was dismissed, he appealed to the Oba, who sent inspectors he considered unsuitable. When he asked that chiefs be sent instead, he was upbraided. He found the two defendants discussing the inspection with Chief Oliha at his house; though the Iyashere had awarded him £10, Chief Oliha “being already prejudiced” upset this.⁴⁷ The other parties, for their part, claimed that they objected to the Iyashere “alone” agreeing to award £10 to the plaintiff on his swearing an oath, against the objections of other chiefs.⁴⁸

Chiefs often remained responsible for land grants and frequently asserted the right to approve of alienation. The plaintiff in a 1940 suit told the court that he had brought 2 bottles of schnapps and 20 kola nuts with him when he received land from the elders.⁴⁹ In a 1938 suit, one witness told the court that the land was “sold with consent of families. I am head of family and nobody could sell land without my consent.”⁵⁰

⁴² NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals; 22 Nov 1941: Petition by Guobadia.

⁴³ NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals, 28 Aug, 1942: Idahosa of Benin to DO, Benin Division.

⁴⁴ OPA, Usen NC 1939–41 No 306, #274, 275, 277 and 282 of 1940: VC Uhen v. Ehaga and ors of Uhen.

⁴⁵ OPA, Usen NC 1939–41 No 306, #201/40: BNA v. Eferufe.

⁴⁶ Interview #17.

⁴⁷ NAI, Ben Prof 1 BD 28 Vol 6: Oba's Court Appeals: Petition of Samson Odi, 25 March 1937.

⁴⁸ NAI, Ben Prof 1 BD 28 Vol 6: Oba's Court Appeals: 25 March 1937: Igiebor and Iyigue to DO Benin City.

⁴⁹ OPA, Benin Civil Court 1940 #137: #3586/40, Okungbowa of Benin v. Umeoghisen (?) of Benin.

⁵⁰ NAI, Ben Prof 8 1 9 Civil Record Book 1936–1938: Obaze of Benin v. Osague of Benin (1938) 58/38.

Benin chiefs also retained a role in settling disputes outside the courts. The plaintiff in a 1940 suit told the court that he first went to the elders when the defendant damaged his kola trees.⁵¹ Similarly, the plaintiff in a 1953 suit went first to the senior in his camp when the defendant unlawfully tapped his rubber.⁵² The plaintiff in another 1942 case told the court that he had originally gone to the ward council when the defendant tapped his rubber. The council had been unable to render judgment when the defendant was not satisfied that the plaintiff's witness only swore one *juju*. They reported this to the Oba, who advised the plaintiff to sue, which he did successfully. Many other examples exist in which claimants went to the local chiefs for dispute resolution, to show them their boundaries, or lodge their complaints before coming to court.⁵³ Elders' testimony was also used by others to defend and uphold their claims in court. The defendant in a 1942 suit used the fact that the elders had approved his ownership of a rubber farm to convince the court that the plaintiff had created a false claim against him.⁵⁴

In particular, the people of Benin often sought the assistance of the Oba to defend their interests. His intervention in the cases in my sample is relatively rare (Table 1), and was particularly likely in cases involving strangers (Table 2). In 1926, the people of Aduwawa complained to him that one Obasohan, an Ehor cocoa and rubber planter, had extended his farms and uprooted their yams.⁵⁵ In 1935, similarly, one Aghaedo wrote to the Oba and to the District Officer that, after his father died, a group of “troublesome people” had gathered together to bar him from farming. He wrote that these men had also bothered his father in the Native Court, until he received the assistance of several chiefs, including the Oba Eweka II. This time, he only wished to alert the Oba that “some of the villagers or Benin may trouble me because my father died. So I draw your attention before such quarrel in case it appears in future.”⁵⁶

5.5. Strangers

5.5.1. Tappers

Non-Edo migrants were typically tappers, not planters. They were mostly Ibo, with some Urhobo. Rubber farms were often rented or sharecropped out to these tappers, since smallholders frequently had more acres under rubber than their family labor would allow them to exploit. Examples from court records include a farm rented since about 1937 on which the rent since 1943 had been £15 pounds per year,⁵⁷ a 1000 tree farm rented around 1936 for £7 per year,⁵⁸ or prices per year per tree – 2d in 1939,⁵⁹ 3d in 1937,⁶⁰ or 2d during the late 1940s.⁶¹ The Benin Native Authority rented out rubber. In 1929 it reduced the rent on a farm let out to £2/10 for two years.⁶² The Obi of

⁵¹ OPA, Egbede NC 1940–41, #204: #315/40 Ihasuyiof Ebor v. Akorobo.

⁵² OPA, Egbede, Ohuan NC Criminal record 1953–54, #117: #182/53 Parties illegible.

⁵³ OPA, e.g. Benin NC 1939 #221: #2051/39: S.O. Bazuaye v. Argbe both of Benin, or; Benin NC #315/1945–56: #480/46, Ojo of Benin v. Evbobome of Benin, or; Benin Civil Court Record book 1941 #15: #727/51 (1951 case inserted between pages 94 and 95 of 1941 book).

⁵⁴ OPA, Benin Civil Court 1942 #138, #425/42 J.C. Edebiri of Benin v. Okhasuyi of Benin.

⁵⁵ NAI, BP 111/1925 Appeal Against the Oba's Judicial Council, 8 Feb, 1929: Obasohan to Resident and 26 March 1929: Oba to Resident.

⁵⁶ NAI, Ben Prof 1 BD 65 Vol 7: Petition Benin Native Court, 17 Oct 1935: Aghaedo to DO Benin City and 16 Oct 1935: Aghedo to Oba.

⁵⁷ OPA, Benin Native Court #315, 1945–46: #252/46 Ayi Belo of Benin v. Amadasun of Benin.

⁵⁸ OPA, Benin Native Court 1938–39 #212, 178/39, Ikehen of Benin v. Ihabowa (?) of Ologbo.

⁵⁹ OPA, Benin Civil Court Record Book 1941 #15, #179/1940, Amadasun of Benin v. A.B. Suberu of Benin.

⁶⁰ OPA, Benin Native Court 1938–39 #212, 521/39: Joseph Obazie of Benin v. A Wilkey of Benin.

⁶¹ OPA, Benin Native Court 1949 #206, 841/49, Ojo Osagie of Benin v. Avibayor Oniawe of Benin.

⁶² NAI, Ben Dist 1 14 24 29 Oba's Judicial Council: Minutes of Council Meeting 10/12/1929.

Agbor coordinated the lease of eighteen farms totalling 17,407 trees to the Bata Shoe Company at 4d per tree in 1946.⁶³ Osagie (1988, p. 55) cites one example of 172 trees let out in Esan at 6d per tree for one year, with a promise that the rent would double if the rubber were “roughly tapped.”

Many smallholders let out their farms on a one half share system. Colonial officials worried that these short-term arrangements did not give tappers adequate incentives to maintain the health of their trees. The Production Officer in 1945 complained that “a lot of time [had] been wasted training men, who leave within a few weeks generally because of some dispute between the Tappers and the Owner regarding remuneration.”⁶⁴ A 1959 report by the Ministry of Agriculture claimed that:

The main concern of these itinerant tappers is the maximum of profit in the short term for the minimum of expenditure of time and effort. The trees have been dreadfully mutilated, maintenance is neglected and the farms are consequently liable to have fires through them during the dry season ... The majority of farms have been almost completely ruined by bad tapping.⁶⁵

Blanckenburg (1963, p. 17–18) echoed these concerns, claiming that many Ibo only stayed for a few months and that farmers found supervision to be useless, since a tapper who was too harshly criticized would leave. Only 8 of 14 farmers he asked were satisfied with their tappers' methods (p. 23). The contract cited above in which rents would rise if the trees were harmed suggests, however, that farmers were aware of this problem and gave tappers incentives to behave properly. Further, former tappers told me that they would tap for the same farmer for many years, and so this repeated interaction could produce better outcomes than in a one-shot game.⁶⁶ Similarly, farmers could supervise the work of tappers by checking whether the trees they tapped were healing correctly.⁶⁷

The disputes that arose from rentals, as in other parts of Africa, centered more on conditions and on non-payment than on their legitimacy. In Table 1, a little over 15% of the rubber disputes in my sample involved land that had been rented at some point, and roughly one tenth involve strangers. Similarly, disputes involving land that had been pledged were particularly likely to concern non-payment of a debt (Table 2). In a 1949 suit, for example, the plaintiff claimed the defendant had tapped an additional 200 trees not included in their agreement.⁶⁸ These conflicts were bound up with other transactions and social considerations. In one 1940 case, the defendant owed a little over £5/3 for a 620 tree farm, but the plaintiff claimed he had only paid £2.⁶⁹ The defendant hired laborers to tap the farm. In April, the plaintiff demanded an advance that he could use on bride-price in taking a wife. The defendant claimed he had no money, and so the plaintiff took away his tools. The defendant then loaned money to the plaintiff through his eldest son. The defendant's workers, however, began to desert because of the lack of work. The court was sympathetic to this, awarding the plaintiff only £1/8.

Disputes with these strangers focused less on land and more on their failure to assimilate and their supposed evasion of taxes and rents. Udo (1975, p. 34) claimed that Edo migration after 1960 was “essentially internal, being concerned with the expansion of rubber

which foreigners are not normally permitted to cultivate, although many migrant farmers operate rubber farms as share-croppers while many others have had rubber estates pledged to them by bankrupt indigenous farmers.” Tappers lived in small camps by the farms. In Ogwashi-Uku of Asaba Division, where migrants were Ibos and Isokos, locals felt that they

“live out in the bush, adopt wasteful farming methods, create trouble, evade tax and are not amenable to control ... they lead an unassimilated life of their own, buy, sell and lease house property, take up farms in the nearby bush, ignore the chiefs and are still not amenable to control!” (Rowling, 1948, p. 35).

The people of Akuku-Atuma village demanded that all migrants leave in 1946, while Okpanam village accepted a limited number on the condition that they lived in the community and not in the bush Udo (1975, p. 131).

5.5.2. Planters

Many wealthier planters were chiefs, traders, and colonial employees resident in Benin City (Usuanlele, 2003), and later Lagos, Ibadan and Kano (Udo, 1975, p. 79). This is a contrast with other African experiences with tree crops, in which migrants from outside ethnic groups formed a significant portion of the planting class. In some parts of the Benin Province, strangers were barred altogether from planting. One respondent told me that:

In our village a non-native or foreigner are forbid[den] from planting rubber or oil palm ... No it's not the Oba that made the rule but the community that made the rule to protect and guide the future generation. That if you allow the non-native to permanent crops by the time they had gone those people will start claiming ownership of the land. The only way to prevent dispute in the future is to prevent them from planting permanent crops.⁷⁰

For strangers that did plant, their rights were not the same as those of locals. For example, when a stranger grantee died, the Oba would insist on primogeniture and not the stranger's custom of inheritance (Rowling, 1948, p. 10). By the late 1930s, the Oba and Council were wary of applications by strangers to plant permanent crops, because they could not be sure of strangers' willingness to recognize their authority, and were concerned about keeping enough land available for future generations (Ward-Price, 1939, p. 117). Rowling (1948, p. 10) found that opinion was “rigid” that non-Edo must not have unqualified rights in land and must hold their land from the Oba. The defendant in a 1942 case, who was accused of attempting to sell his rubber farm to a non-Edo, pleaded guilty on the grounds “because I am hungry.” The court reminded him that it had been prohibited to sell to foreigners “so as to avoid land disputes and confusion.”⁷¹

Disputes exist where these strangers were opportunistically threatened with eviction. Two 1941 cases⁷² concerned the position of strangers in Ekor. Some five years before, strangers had planted rubber there, paying initial fees of either 2s or 4s/6d to the *odionwere*. When the Oba and District Officer ordered that strangers could not plant permanent crops without permission from the *odionwere* (see Section 5), some of the local Ekor complained, threatening these strangers. They responded by grouping together to pay 10s each additionally to the *odionwere*. In a separate case from 1936, one petitioner complained to the District Officer that he was being evicted from

⁶³ NAI, BP 1273: Rubber Industry Benin Province: 30 Aug, 1946: DO Asaba to Resident Benin.

⁶⁴ NAI, WP 149 rubber production. 23/4/1945: Production officer to residents Warri and Benin.

⁶⁵ NAI, AR8 A1b: Annual Report of the Ministry of Agriculture and Natural Resources (Extension Services Division). April–March 1958–59.

⁶⁶ Interview #25.

⁶⁷ Interview #1.

⁶⁸ OPA, Benin Native Court 1949 #206, 841/49, Ojo Osagie of Benin v. Avibayor Oniawe of Benin.

⁶⁹ OPA, Benin Civil Court Record Book 1941 #15, #179/1940, Amadasun of Benin v. A.B. Suberu of Benin.

⁷⁰ Interview #4.

⁷¹ OPA, Ekor Umagbae Court of Appeal 1941–42 #176, #37/42 Gbinoba Odionwere of Okemuen v. Alue of Erhunmwusee Camp.

⁷² OPA, Egbede NC and Civil Record Book 1941 No. 174A: #229/41 Oke of Ekor v. Okuoghae of Ekor and No. 174A: #228/41 Oke of Ekor v. Osakhuawonmwun of Ekor.

Obajere after eleven years.⁷³ He claimed that the scribe of the Oba's court had already convinced the Obajere people to divide his rubber farm in two, taking half. "Not content with that," the petitioner wrote, "he started worrying me to leave Obajere saying I was not born there and could therefore have no land interest there. By his instigation the Obajere people rooted some of my rubber trees and he himself planted some rubber trees at the entrance of my plantation." The Obajere people demanded presents of 6s and 10s, but the clerk ordered them to return the petitioner's money "as he did not wish them to soften" towards him.

As land scarcity became more apparent throughout the colonial period, these demands became more insistent. In a 1957 suit, the complainant claimed that he had lived in Ugbeka for ten years when the first of the accused returned from Benin, asking one of the plaintiff's witnesses to quit his farming plot, since it had belonged to his father. He then recruited five others to help him destroy the plaintiff's rubber and cassava crops. The plaintiff's witness took out a civil action, but "to avoid trouble," the plaintiff told the court "he kept quiet and repented to the police." He suggested that the *odionwere* had sent the accused to destroy the crops.⁷⁴ While I have found only limited evidence of conflict precipitated by return migration in colonial Benin, it was not altogether absent. The above case is an example. Rowling (1948, p. 4) wrote that a claim over fallow could be upset in favor of a Bini man.

The ethnic component of land conflict was not prevalent in Benin, but it existed when the disputants felt they could profit by highlighting it. The plaintiff of a suit from the 1930s wrote to the District Officer that he did not want his case to be heard in the local Native Court, on the grounds that he was "an ISHAN and the Defendant a Benin and under all circumstances, there will not be justice in the Native Court."⁷⁵ One complainant from 1944 wrote to the Resident that he was a native of Evbronogbon-Jesse, whose father had been one of the settlement's founders. Evbronogbon had recently been transferred from the jurisdiction of Benin City to Jesse in Warri Province. Chief Umayan, a council member at Jesse, then led a campaign to stop him from tapping his rubber unless he paid £10 in yearly rent.⁷⁶ The Jesse Council denied that his father had founded the settlement, and directed the District Officer to a Native Court case in which he had admitted their claim.⁷⁷

5.6. Identification

These changes were mostly limited to plots planted with rubber. Rowling (1948) found that few disputes existed over land planted to food (p. 5), that rights secured by tree crops were the only ones with permanence (p. 6), that land was only a marketable asset when "scarcity value" was created by the planting of trees (p. 18), that no claims to land not under permanent crops were established in Agbor by having worked it (p. 25), and that cultivation of food crops in Ogwashi-Uku was a "fairly elastic business" (p. 33). Occasionally in the court records, a claimant will state that land not planted to permanent crops has been "sold," but it is later revealed that only the rights over a standing crop such as cassava were exchanged.⁷⁸ This contrast was enabled by the rhetorical distinction between land and crops; while the rights and disputes that existed over rubber were effectively over the land itself, it was possible to claim

that rubber was no different than any other standing crop (e.g. Rowling (1948, p. 6)).

Colonial reports frequently state that most land disputes in Benin revolved around tree crops. Rowling (1948, p. 5) wrote that food cultivation led to "remarkably little friction ... what litigation there is concerns permanent crops." All recorded instances of trespass involved permanent crops (p. 6). Courts recognized that tree crops were different; while they would not order uprooting of food crops in a trespass case, they would do so for rubber, though aggrieved owners could not take the law into their own hands (p. 7).

How did Benin compare to neighboring regions? In Afenmai, Rowling (1948, p. 14) reported that, excepting lease to aliens under statute and a single group purchase by refugees during the Nupe Wars, sale, pledge and lease of land were "unknown in the division." Permanent crops, however, could be pledged, mortgaged, or sold. The same was true in many districts of Ondo (Rowling, 1952). In Owo in 1952, there was no sale of land, but permanent crops could be sold to another Owo without permission (p. 14). In Ekiti, where population density was close to 100 per square mile, sale of land was "generally alleged to be an inconceivable squandering of the [lineage] trust-property" (p. 23). In Akoko, which at nearly 150 persons per square mile was the densest part of Ondo Province, the Federal Council only reluctantly admitted the existence of clandestine land sales when faced with examples in the court records. That sale and pledge of permanent crops existed, however, went "barely without saying" (p. 31).

Land disputes in Afenmai were said to be rare. Where they existed, they were attributed to tree crops. Bradbury (1957, p. 96), for example, wrote of Ivbiosakon that "[l]and litigation is very rare, but disputes over the ownership of permanent crops, especially cocoa, are becoming more frequent." At Etsako, similarly, he noted that boundary disputes had been rare in the past, though the introduction of permanent crops and the rising value of the palm oil industry had created pressures to define boundaries between villages (p. 106).

The types of disputes concerning land not planted to rubber that were heard before the Native Courts tended to concern damages to standing crops, and not more fundamental rights. Typical claims include larceny of cassava⁷⁹ or damages for a farm destroyed by cows.⁸⁰ Disputes over tree crops other than rubber were very similar to those concerning *Para*. In a 1941 case, for example, the plaintiff tried unsuccessfully to claim rents from "Sobos" who were reaping the fruits of palm trees his father had planted.⁸¹ They were paying a group rent of 8s to the defendant's brother, but the plaintiff wanted each of them to pay 1s. The case was dismissed on the grounds that they had paid for what they reaped.

6. Conclusions

The introduction of *Para* rubber as a tree crop in colonial Benin increased the permanence of land rights and weakened communal control over land. Within communities, disputes over rubber focused on expropriation of communal land, boundaries, and inheritance. These disputes were socially embedded, and courts were only one venue in which they were pursued. Rubber spurred both temporary and permanent market transfers of land. Disputes came as the consequence of rentals, pledges and sales. The former focused more on terms and conditions, while the latter often involved attempts by sellers' families to reclaim land that had been lost, or to contest who had the right to make a sale. Social acceptance of sales was not immediate or widespread, and the more profound change in land tenure

⁷³ NAI, BD 153 Petitions Obajere NC: 27 Oct 1936: Osaze to DO Benin.

⁷⁴ OPA, Native Court of Appeal, Benin City 1958–59, A 255/57 L.G. Police (?) v. Osagie and Others of Obagie Village in Ugbeka.

⁷⁵ NAI, Ben Prof 1 BD 65 Vol 11: Petition Benin Native Court: 24 Oct, 1936: Sado to DO.

⁷⁶ NAI, WP 149 rubber production: 4 Dec, 1944: Chief Ireto Olutse to Resident Warri.

⁷⁷ NAI, WP 149 rubber production: 19 June, 1944: Jesse Chain Council to DO Jekri-Sobo.

⁷⁸ NAI, e.g., Ben Prof 8/1/2 Civil Judgment Book 1909–1911, Unoghenen v. Ebele (1910) #16.

⁷⁹ Benin Native Court 1931–32 #129: #583/32 — Akpakuma of Urokoosa v. Enoruwa of Ahue Camp.

⁸⁰ Egbede Native Court 1939–40 #6/39: #58/39: Igabari of Igbovile v. Ekhaton of Uobe.

⁸¹ Benin Civil Court Record Book 1941 #15: #482 and 483/41 J.N. Aimufua of Benin v. Agbonfo and Osuya.

was a shift from acquisition by clearing to acquisition by inheritance. These patterns are similar to those experienced by other parts of West Africa that adopted tree crops, and so Benin provides further evidence that these responses to the commercialization of tree crops are generalizable (Berry, 1988).

There are, however, differences between Benin and other cases that highlight the role of local context in determining how property rights respond to the commercialization of tree crops. In particular, pre-colonial rules governing land tenure and the power of chiefs, the late spread of rubber, and the relative absence of stranger planters made Benin different from other cases.

Rubber increased the size of farms, driven in part by competition between chiefs and peasants who were both permitted to appropriate communal land. Primogeniture limited the reversal of individualization over time. Stranger planters held fewer rights than Edo-speakers, and were opportunistically evicted, but were relatively unimportant. Rental and sharecropping of rubber farms to Ibo tappers did lead to tensions, and colonial officials worried that these contracts did not create incentives to preserve the health of the trees. The multi-generational and ethnic tensions seen in Ghana and Côte d'Ivoire were, however, largely absent. Edo planters and itinerant tappers were less vulnerable to re-interpretation of custom and expropriation than migrant planters elsewhere. The impact of tree crop cultivation on land tenure in Benin, then, operated through processes similar to other cases, but was mediated by the specifics of local context.

References

- Agwu, A., 2006. Enhancing natural rubber (*Hevea brasiliensis*) production through extension service delivery in south west agricultural zone of Nigeria. *Agro-Science* 5 (2), 7–17.
- Amanor, K., 2008. The Changing Face of Customary Land Tenure. In: Amanor, K., Ubink, J. (Eds.), Amsterdam University Press, Amsterdam, pp. 55–79 (chapter 2).
- Amanor, K., Ubink, J., 2008. Contesting land and custom in Ghana: introduction. In: Amanor, K., Ubink, J. (Eds.), Contesting Land and Custom in Ghana: State, Chief and the Citizen. Amsterdam University Press, Amsterdam, pp. 9–26 (chapter 1).
- André, C., Platteau, J., 1998. Land relations under unbearable stress: Rwanda caught in the Malthusian trap. *Journal of Economic Behavior and Organization* 34 (1), 1–47.
- Anscheil, K., 1965. Economic Aspects of Peasant Rubber Production in Midwestern Nigeria. (PhD thesis) Michigan State University.
- Anscheil, K.R., 1967. Proplems and prospects of the Nigerian rubber industry. *Nigerian Journal of Economic and Social Studies* 9 (2), 145–159.
- Austin, G., 2005. Labour, Land and Capital in Ghana: From Slavery to Free Labour in Asante, 1807–1956. Boydell & Brewer.
- Banerjee, A., Iyer, L., 2005. History, institutions, and economic performance: the legacy of colonial land tenure systems in India. *American Economic Review* 95 (4), 1190–1213.
- Benneh, G., 1970. The impact of cocoa cultivation on the traditional land tenure system of the Akan of Ghana. *Ghana Journal of Sociology* 6 (1), 43–60.
- Berry, S., 1975. Cocoa, Custom and Socio-economic Change in Rural Western Nigeria. Oxford.
- Berry, S., 1988. Property rights and rural resource management: the case of tree crops in West Africa. *Cahiers des Sciences Humaines* 24 (1), 3–16.
- Berry, S., 1989. Social institutions and access to resources. *Africa* 59 (1), 41–55.
- Berry, S., 2008. Ancestral property: land, politics and 'the deeds of the ancestors' in Ghana and Côte d'Ivoire. In: Amanor, K., Ubink, J. (Eds.), Contesting Land and Custom in Ghana: State, Chief and the Citizen. Amsterdam University Press, Amsterdam, pp. 27–53 (chapter 3).
- Besley, T., 1995. Property rights and investment incentives: theory and evidence from Ghana. *Journal of Political Economy* 103 (5), 903–937.
- Blanckenburg, P., 1963. Rubber Farming in Benin Area, a Study of Some Socio-economic Factors Influencing Rubber Production. Nigerian Institute of Social and Economic Research, Ibadan.
- Boni, S., 2008. Traditional ambiguities and authoritarian interpretations in Sefwi land disputes. In: Amanor, K., Ubink, J. (Eds.), Contesting Land and Custom in Ghana: State, Chief and the Citizen. Amsterdam University Press, Amsterdam, pp. 81–111 (chapter 4).
- Bowden, S., Chiripanhura, B., Mosley, P., 2008. Measuring and explaining poverty in six African countries: a long-period approach. *Journal of International Development* 20 (8), 1049–1079.
- Bradbury, R., 1957. The Benin Kingdom and the Edo-speaking Peoples of South-western Nigeria. International African Institute.
- Bradbury, R.E., 1973. Benin Studies. Oxford University Press.
- Chauveau, J., Colin, J., 2010. Customary transfers and land sales in Côte d'Ivoire: revisiting the embeddedness issue. *Africa* 80 (1), 81–103.
- Colin, J.P., Woodhouse, P., 2010. Introduction: interpreting land markets in Africa. *Africa* 80 (1), 1–13.
- Crowder, M., 1985. World War II and Africa: introduction. *The Journal of African History* 26, 287–288.
- Egharevba, J.U., 1949. Benin Law and Custom. Niger Press.
- Fenske, J., 2012. The Battle for Rubber in Benin. Discussion Papers in Economic and Social History Number 107. University of Oxford.
- Fenske, J., 2013. "Rubber will not keep in this country": failed development in Benin, 1897–1921. *Explorations in Economic History* 50 (2), 316–333.
- Field, E., 2007. Entitled to work: urban property rights and labor supply in Peru. *Quarterly Journal of Economics* 122 (4), 1561–1602.
- Frankema, E., Waijenburg, M.V., 2012. Structural impediments to African growth? New evidence from real wages in British Africa, 1880–1965. *Journal of Economic History* 72 (04), 895–926.
- Goldstein, M., Udry, C., 2008. The profits of power: land rights and agricultural investment in Ghana. *Journal of Political Economy* 116 (6), 981–1022.
- Hecht, R.M., 1985. Immigration, land transfer and tenure changes in Divo, Ivory Coast, 1940–80. *Africa* 55 (03), 319–336.
- Holden, S.T., Otsuka, K., Place, F.M., 2009. The Emergence of Land Markets in Africa: Assessing the Impacts on Poverty, Equity, and Efficiency. Resources for the Future, Washington, DC.
- Kobben, A., 1963. Land as an object of gain in a non-literate society. Land-tenure among the Bete and Dida (Ivory Coast, West Africa). In: Biebuyck, D.P. (Ed.), African Agrarian Systems: Studies Presented and Discussed at the Second International African Seminar, Lovanium University, Leopoldville, January 1960. Oxford University Press, pp. 245–266 (Published for the International African Institute).
- Libecap, G., 2007. The assignment of property rights on the western frontier: lessons for contemporary environmental and resource policy. *Journal of Economic History* 67 (02), 257–291.
- Lugard, F.D., 1914. Tour in the Southern Provinces. Lugard Papers. Rhodes' House Library.
- Martin, S.M., 1989. The long depression: West African export producers and the world economy, 1914–1945. *The Economies of Africa and Asia in the Inter-war Depression*. Routledge, London/New York, pp. 74–94.
- Mesike, C., Owie, O., Okoh, R., 2009. Resource-use efficiency and return to scale in smallholders rubber farming system in Edo State, Nigeria. *Journal of Human Ecology* 28 (3), 183–186.
- Ogobine, R.A., 1974. Materials and Cases on Benin Land Law. Midwest Newspapers Corp.
- Osagie, J.I., 1988. The Development of Agriculture in Esan, 1900–1960. (PhD thesis) University of Benin.
- Platteau, J., 2000. Institutions, Social Norms, and Economic Development. Routledge.
- Robertson, A., 1982. Abusa: the structural history of an economic contract. *Journal of Development Studies* 18 (4), 447–478.
- Rowling, C.W., 1948. Notes on Land Tenure in the Benin, Kukuruku, Ishan and Asaba Divisions of Benin Province. Government Printers, Lagos.
- Rowling, C., 1952. Report on Land Tenure in Ondo Province. Government Printers, Lagos.
- Udo, R.K., 1975. Migrant Tenant Farmers of Nigeria. African Universities Press, Lagos.
- Ugiagbe, E.O., Agbontaen-Eghafona, K., Omorogiuwa, T.B.E., 2007. An evaluation of the principles of primogeniture and inheritance laws among the Benin people of Nigeria. *Journal of Family History* 32 (1), 90–101.
- Upton, M., 1967. Agriculture in South Western Nigeria. University of Reading.
- Usuanlele, U., 1988. State and Class in Benin Division 1897–1959: A History of Colonial Domination and Class Formation. (Master's thesis) Ahmadu Bello University.
- Usuanlele, U., 2003. Colonialism and the Environment: the Deforestation of the Rainforest of Benin and Ishan Divisions, 1897–1960. (PhD thesis) University of Ibadan.
- Ward-Price, H.L., 1939. Land Tenure in the Yoruba Provinces. Printed by the Government Printer, Lagos.