"How come that others are selling our land?" Customary Land Rights, Rural Livelihoods and Foreign Land Acquisition in the Case of a UK-based Forestry Company in Tanzania

By Martina Locher

Paper presented at the International Conference on

Global Land Grabbing

6-8 April 2011

Organised by the **Land Deals Politics Initiative** (LDPI) in collaboration with the **Journal of Peasant Studies** and hosted by the **Future Agricultures Consortium** at the **Institute of Development Studies**, University of Sussex

"How come that others are selling our land?" – Customary Land Rights, Rural Livelihoods and Foreign Land Acquisition in the Case of a UK-based Forestry Company in Tanzania

DRAFT (March 2011)

Locher Martina, PhD student, Department of Geography, University of Zurich
martina.locher@geo.uzh.ch

Abstract

Reports on transnational land acquisitions raise concerns about local people's inadequate involvement in the decision-making process and violations of their land rights. In Tanzania, the new Village Land Act effective from 2001 is relatively progressive in terms of recognising customary land rights. According to this recently enacted legislation, transferring 'Village Land' to an investor depends on the villagers' decision. It is therefore interesting to focus on the acknowledgement of customary land rights during land transaction procedures in Tanzania. This study analyses the case of a UK-based forestry company that has leased several plots of land in different villages in the Kilolo district. Interviews with various stakeholders in one of the cases reveal that even though the legal procedure has been followed in a formally correct way from the side of the investor, weaknesses at local government level have led to a conflictive situation, with a number of affected villagers having lost their land rights - and thus the base for their livelihoods - against their will. These include several households from a neighbour village, whose customary rights go back to the period before the resettlements during the 1970s (villagisation). Employing the concepts of property rights and legal pluralism (Benda-Beckmann et al. 2006), this article analyses the decision-making process that preceded this land transaction, related local power structures as well as the immediate implications for the different people's livelihoods.[1]

Introduction

In recent years there has been a rapid growth in the number of investors from Western, Asian and Gulf countries acquiring large shares of agricultural land in poorer countries, in order to plant food or biofuel crops, for forestry plantations and many other purposes (GRAIN 2008; Songwe/Deininger 2009; von Braun/Meinzen-Dick 2009; World Bank 2010; Zoomers 2010). The strong increase of such investments triggered a lively debate on their impacts in host countries. Supporters claim that they entail new income opportunities, improved technologies and infrastructure in rural areas. Critics draw attention to violations of local land rights, decreasing access to and degradation of natural resources, and ultimately increased food insecurity in the respective areas (Cotula/Vermeulen 2009; Cotula et al. 2009; Daniel/Mittal 2009; Haralambous et al. 2009; Kugelman/Levenstein 2009; Smaller/Mann 2009; Taylor/Bending 2009; GRAIN 2010; Mann/Smaller 2010).

[1] This research is part of a PhD project supported by the Swiss National Centre of Competence in Research (NCCR) North–South: Research Partnerships for Mitigating Syndromes of Global Change, co-funded by the Swiss National Science Foundation (SNF) and the Swiss Agency for Development and Cooperation (SDC).

In sub-Saharan Africa, a hotspot region for foreign land investment, the rush for foreign land happens in a context of unstable farming existences. Population growth and climate change lead to increased pressure on natural resources (Bryceson 2002; Bah et al. 2003; Rigg 2006; IAAST 2008; Collier/Dercon 2009). The international investors enter as additional players into the competition for land and water. With an average land area of 2.3 hectares per head, Tanzania is considered a land abundant country by the latest World Bank report (2010) and is thus a typical target country for recent land deals. However, the availability of suitable land for agriculture varies highly across the country and is in certain areas limited by population pressure and degradation of soils (see e.g. Assmo 1999; Bah et al. 2003; Baker/Wallevik 2003). The Tanzanian government is generally supportive to foreign investments. The Tanzania Investment Centre (TIC), a government agency, promotes and facilitates investment in the country with the aim of increasing national economic growth (TIC 2007).

In recent years, investments in plantations for biofuel crops in Tanzania have drawn major attention by the media (e.g. Arvidson 2009; Mngazija 2009; Rice 2009; The Daily News 2009), non-governmental organisations (Kamanga 2008; Oxfam International 2008; Songela/Maclean 2008; Gordon-Maclean et al. 2009) and the academia (Bengesi et al. 2009; Isaksson/Sigte 2009; Mwamila et al. 2009; Sulle/Nelson 2009). Studies highlight among others problems related to the villagers' lack of knowledge about their rights, confusions in land valuation and compensation processes, and companies promising benefits that are not documented in written form. There are also concerns that laws are sometimes not fully implemented and community participation might be limited to village elites and officials, instead of involving the people who might be most affected (Cotula et al. 2009).

The land tenure regime in Tanzania is quite complex (see e.g. Odgaard 2002; Alden Wily 2003; Daley 2005a; 2005b; Hundsbaek Pedersen 2010). Like in many African countries, customary land rights play a major role in rural areas in Tanzania. The recent statutory legislation, the Village Land Act enacted in 2001, declares as one of its objectives to protect villagers' rights including customary land rights (URT 1999b:s.3(1); see also Alden Wily 2003). It is therefore interesting to focus on a Tanzanian case study in order to see whether this legal setting can protect rural inhabitants from certain negative implications of foreign land deals, as often feared.

This article argues that it is important to not only focus on the land acquisition process itself, but to analyse it in the context of the local land tenure system, including a local point of view - an aspect which other studies often fall short of. In order to give consideration to the complex land tenure situation, the perspective of legal pluralism is taken up. While there has been a lively public debate about new biofuel projects as mentioned above, there is less awareness on land deals for other plantations such as timber, although many of the suspected implications might be similar. Thus, this article focuses on the case of a UK based forestry company that is in the late stage of the process of acquiring land in Tanzania.

Empirical data is based on expert interviews with government officials at national, regional, district and local level and qualitative interviews (based on semi-structured interview guidelines) with individuals, group discussions and participatory mapping exercises conducted in the respective villages between August 2010 and January 2011[2]. Apart from a

[2] Interviews at district and regional levels included several officials. Due to the sensitivity of the still ongoing land acquisition process, the detailed position and names of the interviewees are not presented in this paper. For the same reason, anonyms are used for the villages and other places concerned.

preliminary meeting in August 2010, the investor did not agree to contribute to this study. Therefore, information about the company mainly stems from district officials and other sources. Relevant background for this research was provided by a study conducted by the Land Rights Research and Resources Institute (LARRRI/HAKIARDHI), a Tanzanian NGO that visited the area in May 2010 (Chachage/Baha forthcoming).

The article is organised as follows: The first chapter introduces the concepts of property and legal pluralism. The second chapter provides an overview on the Tanzanian land legislation in general and the regulations related to land transactions in particular. It is followed by basic information about the case study area and the investor. The fourth chapter presents the case study results in depth. Finally, the article is completed by a conclusion.

Analytical Framework for the Analysis of Property

Franz and Keebet von Benda-Beckmann and Melanie Wiber describe property not as a specific right or relation, but as a broad concept, which "concerns the ways in which the relations between society's members with respect to valuables are given form and significance" (Benda-Beckmann et al. 2006:14). They define three major elements in relation to property:
(a) the social unit that can hold rights and obligations (in the presented case individuals, the village, the company)
(b) the (constructed) property objects (e.g. a given land slot)
(c) the different sets of rights and obligations with respect to such objects
Property rights can be broadly categorized into two types, namely rights to use and exploit economically, and rights to regulate, allocate, represent in outside relations and make decisions, in short decision-making rights (Meinzen-Dick/Pradhan 2001; Benda-Beckmann et al. 2006). In many societies, land 'ownership' bundles a set of rights in one social unit, i.e. a landowner holds several decision-making rights (as listed above) and usually also use rights over a given land slot. Rights might also be delegated. A landowner for example can assign use rights to a tenant, who in turn might pass (part of) them over to a sharecropper (ibid.).

The authors further distinguish four "layers of social organization" (ibid.:15f) in which property is expressed:
Layer (1): the cultural ideals and ideologies (e.g. neo-liberalism or communism)
Layer (2): the legal regulations (e.g. state law or customary law)
Layer (3): social relationships (e.g. between landowner and tenant)
Layer (4): social practices or daily interactions (e.g. paying or receiving rent)

Since property regimes evolve over long time, the four layers of such a property regime are not always fully coherent. Yet, the layers are mutually interdependent and can influence each other. For example, different social practices (the fourth layer) can influence the other three layers, having impact on property ideologies, regulations and concrete property relationships.

In a specific social context, different legal systems may coexist at the same time, each of them based on legislations such as statutory law, customary law, or religious law, supported by respective sets of cultural values, and determining property relationships and practices. These systems might coexist peacefully or in open conflict, and might influence each other. For example, customary law can adapt partly to statutory law, or statutory law can take up elements of religious law. Such coexistence and interaction of legal systems is referred to as legal pluralism (Meinzen-Dick/Pradhan 2001).

In the context of legal pluralism, people can refer to a repertoire of property ideologies and legal regulations to justify and support their claims (Benda-Beckmann 1984 in Meinzen-Dick 2001:11). However, "[i]t is not sufficient to assert claims to the resource; unless claims are accepted by a larger collectivity than the claimants they are not considered legitimate. (…) Rights are only as strong as the institutions or collectivity that stands behind them" (ibid.). It is therefore important to consider the wider social context in which social relations and practices related to property are embedded in (Benda-Beckmann et al. 2006). Thus, the framework of property proposes to look not only at the state legislation and its implementation, but encourages focusing on a broader picture.

Legal Provisions for Allocating Village Land to a Foreign Investor in Tanzania

Tanzania's land legislation

Tanzania's land tenure regime is based on local laws, religious laws and the laws of the German and British colonialists (Probst/Spittler 2004, in Isaksson/Sigte 2009). Also the resettlements under the process of 'villagisation' (called *operation vijiji*), during the 1970s introduced with considerable force by the socialist government of President Nyerere, brought major changes to the land tenure system. From the mid-1980s onwards, after an economic crisis and partly under pressure from donors, Tanzania went through liberalisation processes. Land increasingly became a marketable good; land rights were transferred among citizens, and land conflicts increased (Havnevik et al. 1999 and Probst/Spittler 2004 in Isaksson/Sigte 2009). Speaking in terms of the analytical framework of Benda-Beckmann et al. (2006), the property ideologies in relation to land had (partly) changed (i.e. the first layer of social organisation related to property), and so had everyday practices (forth layer), and it became necessary to adapt the state law (part of the second layer). In 1999, the new land law passed, mainly consisting of the Land Act and the Village Land Act, supplemented by Regulations. The two laws, which form the core of the 'layer of the legal regulations' from a state perspective, entered into force in May 2001 (Alden Wily 2003:15).

According to the Village Land Act, in Tanzania, all land is referred to as public land (URT 1999b:s.3(b)). It is vested in the President, who owns, i.e. holds the final decision-making rights over all land, on behalf of the whole nation. For citizens, ownership of land itself is not possible, but they can own *rights over* the land, i.e. rights to occupy and use land (Alden Wily 2003). Such 'rights to occupy' may be bought or sold and inherited. Yet, the citizens' decision-making rights are limited by the President's final power. In this article, it is therefore referred to 'landholders' instead of 'landowners' (although the latter term is often used in practice, see ibid.). According to the recent Land Use Planning Act (URT 2007:s.2), "'landholder' means a holder of a right of occupancy or customary right issued or recognized under any law relating to the acquisition of land rights in Tanzania under the Land Act, and the Village Land Act".

All land in Tanzania is divided in three classes with differing management. 'General Land' is managed by the Commissioner of Lands, a government official appointed by the President, in accordance with the Land Act 1999 (URT 1999a). It comprises urban areas and land that has been allocated by the central government under entitlements. Land rights granted under this category are named 'granted rights of occupancy' and can be hold for 33, 66 or 99 years. Land under the category of 'Reserved Land' refers to several specific types and uses of land, such as forests, national parks, or highways, and is managed each by the responsible Ministry (e.g. Ministry of Natural Resources and Tourism) (Alden Wily 2003).

'Village Land' includes the areas of all around 11,000 villages and is governed by the Village Land Act 1999. Village Land is managed by the Village Council, the elected village government of 15-25 members. The Village Council manages the land on behalf of all villagers and is accountable to the Village Assembly. The Village Assembly consists of all residents above 18 years. The Village Executive Officer (VEO), an employed secretary to the Village Council, acts as Village Land Registrar, responsible for record keeping (ibid.).

Village Land can be further sub-divided in three categories (URT 1999b:s.12(1)). Communal village land is to be used for public purposes, such as schools and public markets or grazing areas. Individual land is occupied or used by an individual or family or group of persons under customary law. The third category is spare land for future communal or individual use, and is sometimes referred to as reserve land. According to the more recent Land Use Planning Act (URT 2007), each village is supposed to develop its own Village Land Use Plan. A village land use plan is meant to be a management tool to secure sustainable use and preservation of village land resources. It shall include an analysis of the current use of the land and the future community needs in that area (ibid.:s.27(1)). A land use plan can serve as a basis to review any request for land in the village (ibid.:s.22(3)). The preparation of a village land use plan is a lengthy participatory process. It is usually supported by district officials, who in turn are trained by the National Land Use Planning Commission (NLUPC). According to an official at the NLUPC in August 2010, only around 10% of all Tanzanian villages had a village land use plan.

A main purpose of the Village Land Act is "to protect the existing land rights of the majority and to assist in clarifying and securing these in law" (Alden Wily 2003:18; see URT 1999b:s.3(1)). Existing rights in rural areas are termed 'customary rights'. A customary right of occupancy (on Village Land) has the same legal status like a granted right of occupancy (on General Land). Customary rights explicitly also include unregistered rights. However, one of the law's aims is to increase security by providing the opportunity of registering these rights locally. Landholders can thus obtain a Certificate of Customary Right of Occupancy (CCRO) from the Village Council (URT 1999b:s.29). However, the issuance of CCROs is a slow process throughout the country and "envisaged to last for decades" (Hundsbaek Pedersen 2010:7). Further, with the Land Use Planning Act of 2007 village land use plans are made mandatory for issuing CCROs (URT 2007 in ibid:16).

Any matter concerning land hold under customary law shall be dealt with in accordance with customary law, provided this does not violate main provisions of the National Land Policy 1995 and the Village Land Act, such as the rights of women, children or disabled (URT 1999b:s.3). The Tanzanian legislation can thus be termed an "institutionalised hybrid", combining coexisting customary legal laws and state law (Benda-Beckmann et al. 2006:19). Customary law shall be that "law which has hitherto been applicable in that village" (URT 1999b:s.20(4)(a)). Liz Alden Wily (2003:11f) stresses that customary law does not necessarily have to be historical or traditional law, but can also be modern rights, which are applied by a certain community. The Village Land Act does not provide a clear directive on which customary law would need to be followed in ambiguous cases.

Transfer of Village Land to a foreign investor

A foreign investor, interested in land in rural areas, cannot acquire customary rights of occupancy, as these rights are only provided to citizens. Therefore, in such cases, the government on the order of the President may acquire village land by transferring it into general land. Thereafter, the central government can provide a granted right of occupancy to the investor. Justification for transferring land away from the category of Village Land is given in the Land Acquisition Act of 1967 which states that the President may "acquire any

land for any estate or term where such land is required for any public purpose" (URT 1967: s.3), whereas "public purpose" includes the "use by any person or group of persons who, in the opinion of the President, should be granted such land for agricultural development" (ibid.:s.4.(1)(g); see also Alden Wily 2003:50).

The process for the land transfer is governed by section 4 of the Village Land Act (URT 1999b) and is described in the following. For the President to start a land transfer process, he or she will first of all direct the Ministry of Land to gazette a notice (published in a specific government journal) and send it to the respective village council. This notice informs about the President's intention and provides detailed information about the proposed transfer. The notice has to provide a term of at least 90 days before the proposed transfer. As a second step, the Village Council shall inform all villagers that might be affected by such a land transfer in terms of losing customary land rights. The affected people can make representations to the Village Council or the Commissioner of Lands, who shall take those into account for their further decisions or recommendations. Third, the Village Council prepares recommendations to the Village Assembly. In the case of land areas below 250 hectares, the Village Assembly can either approve or reject the land transfer, and its decision is submitted to the President. However, in the case of areas above 250 hectares, the Village Assembly can only provide a recommendation, while the decision lies in the hands of the President. The President can order the compulsory acquisition of land, subject to the payment of compensation. However, it seems that in practice the President usually does not take a decision against the Village Assembly's recommendation (see also Isaksson/Sigte 2009). During the Village Assembly, the Land Commissioner or one of his representatives at the district level as well as the investor are supposed to be present and answer questions. As a forth step, the type, amount, method and timing of the payment of compensation has to be agreed between the Commissioner and the affected villagers (in case of individual land) or the Village Council (in case of communal or spare land). Finally, when the Village Assembly has approved the land transfer and compensation matters are clarified, the transfer of the land is gazetted in a second government notice and effective within 30 days. Thereupon, either the government or the investor directly is supposed to pay compensation to the land right holders (URT 1999b:s.4(11)).

Several additional steps take place, mainly instructed in the Village Land Regulations, such as initial meetings at village level and demarcation of the land before the first government notice, and a detailed survey for the preparation of a compensation scheme afterwards. Compensation has to be paid for the value of the land itself and for "unexhausted improvements", namely crops or trees planted on the land. Thus, both land holding rights and land use rights are compensated. Additional compensation may include resettlement fees, transport and disturbance allowances. The valuation should be based on current market value and be prepared by a qualified valuer. The compensation scheme has to be verified by the Chief Valuer, an officer at the Ministry of Land (URT 2001:part III).

The Case of the UK based Timber Company in Kilolo District in Tanzania

Kilolo is a hilly district in Iringa region, located in the Southern Highlands of Tanzania. It has a humid climate with favourable conditions for the cultivation of food crops such as maize, beans, potatoes, vegetables and fruits. In the late 1990s, a Danish project promoted the protection of natural forests and the establishment of community based tree nurseries. Nowadays, many households plant timber on some of their plots. The high demand for timber, in Tanzania and abroad, has further attracted several investors from other Tanzanian regions,

which lead to increasing plantations of pine, eucalyptus, cypress and other fast growing softwoods.

In 2006, the UK-based New Forests Company (NFC) was introduced to Kilolo district by the district's Member of Parliament. The company presents itself as sustainable forestry business driven by commercial timber economics (The New Forests Company 2011). Its plantations in Uganda, Mozambique and Tanzania produce feed material for sawmills, board factories and pole treatment plants, as well as energy-forestry operations. The company also aims at producing carbon credits in compliance with the Clean Development Mechanism under the Kyoto Protocol. It expects "both attractive returns to investors and significant social and environmental benefits" (ibid.). In Uganda, where the NFC has been established since 2005, it conducts several community development projects. The company is interested in a good relationship with the local community for pragmatic reasons. Tree plantations are prone to fire, which can destroy an investment of many years completely. Even though the company invests considerably in prevention, fires, by accident or intentionally, cannot be ruled out completely. This is particularly the case in the researched area, where it is a common practice to 'clean' fields after harvest by burning the residues, and fires regularly get out of control. The NFC therefore depends on the collaboration and benevolence of the local community for the prevention and, if need be, combat of fires. Thus, "Corporate Social Responsibility (…) makes financial sense by reducing security costs and mitigating future risks" (ibid.). This makes a timber business different from investors that plant short-term crops.

The NFC has acquired land in six villages and is still in the process of acquiring more land in the same and few more villages in Kilolo district. In most of the cases the land involves holdings of individuals, but in the case presented here, some reserve village land is involved as well. In 2009, the company established a tree nursery, bringing in high-quality seedlings from South Africa, and started its plantations. It significantly improved the feeder roads to the respective area. The investor announced to support the local community in terms of infrastructure improvements, distribution of seedlings, and teaching of improved tree nursing.

The Land Acquisition Process and its Implications in the Villages A and B

Initial steps in the land acquisition process

In October 2006, representatives of the New Forests Company (NFC) and the district visited several villages in Kilolo district and presented the company's plans to the village leaders and the villagers in Village Council and Village Assembly meetings. According to the minutes (Chachage/Baha forthcoming), in village A both of those meetings took place on 18 October 2006. In the Village Council meeting, the NFC was introduced as sustainable forestry company. It seems that already in that early stage the Village Council members generally agreed to welcome the investor and offered a part of their village land to them. The area, called M, is located in a sub-village roughly 15 kilometres away from the main village of A in the direction of the neighbour village B. According to local elders, M had been declared 'village land' by the decision of an earlier Village Council after the dispute of two individual parties over that land.[3] It can be considered reserve village land, although there is no formal village land use plan in A which would confirm this category. Two slots of the land had been temporarily rented to an individual and a farmers' group, respectively, in order to get some revenue for the village. Regarding the status of the remaining area, there is differing

[3] Whereas the Village Council is merely the manager of land according to the Village Land Act 1999, it was considered the owner of village land under earlier law (Alden Wily 2003).

information depending on different sources on whether it had been unused or in parts cultivated by people from the neighbour village B on a temporary basis. However, the proposal of providing M to the investor was set out to the Village Assembly. According to extracts of the meeting minutes, the aims of the NFC were presented as a long list of benefits, including "to give better tree seedlings to villagers", "create 10,000 jobs", "give Tsh 300 million every year for social service" and "engage in the provision of education, health, water etc." besides their core activities of planting trees and processing timber (Chachage/Baha forthcoming). Another document quoted by the same authors as "village report" (ibid.) also mentions two concerns that have been raised during that meeting. The first is related to the company's planned plantation of eucalyptus, which is known to harm water sources, and the second was related to the reliability of the company in honouring a potential agreement with the villagers. Negative experiences with a former tea company in the same village were mentioned. However, it is reported that finally the Village Assembly agreed in unisono to welcome the NFC to start with their activities in village A (ibid.). When asked about this meeting, most of the interviewed villagers in A did not feel that they have taken the decision of giving M to the NFC, although they have participated in the respective Village Assembly. In their view, it was rather the Village Council that had already taken the decision and presented it to the village meeting. However, despite some concerns mentioned, there seemed to be no disagreement to provide this specific area to the NFC.

During the meeting, it had been further decided that a committee of six representatives of the village would be responsible for showing M to the district officials. The first demarcation took place on August 17, 2007, when a survey team from the district and NFC representatives went to the respective area together with the village committee. According to numerous interview partners, including a member of the committee that time, this committee under the late Village Chairman did not show the precise boundary of the agreed area to the district officials, but only pointed at it from far. Apparently, the committee leaders were not originally from that area and did not know it properly. Hence, the land survey team demarcated an area much bigger than the land called M. Yet, this was only realised later.

On the basis of the general positive signal in A and other villages, a first government notice was gazetted on February 6, 2008. According to this notice the President proposed the transfer of village land to general land in 12 villages with a total area of 14,704.7 hectares (URT 2008). The detailed size of land that is proposed to be transferred in each village is not mentioned, neither any information regarding the precise area. According to an official in the Ministry of Land, this is a valid procedure, as long as the Village Assembly minutes submitted to the Minister by the district beforehand state the detailed information.

On April 11, 2008, thus within the given period of 90 days from the publication of the government note, the district officials provided the information about the proposed transfer to the villagers of A in a Village Council and Village Assembly meeting. According to the meeting minutes several questions were raised. A Village Council member reportedly asked about compensation for properties on the land and one member asked specifically about the compensation for people from the neighbour village B using the land. This indicates that village leaders already knew or at least suspected that time that several people would be affected by the land transfer. Yet, it seems that not all of those people were informed by the village leaders, although this is foreseen in the Village Land Act (URT 1999b:s.4(4)). Instead, it is reported that the district officials continued confirming that the land to be transferred would only include reserve land being managed by the Village Council and that property of individuals would tried to be avoided (Chachage/Baha forthcoming). Interestingly, according to Baha and Chachage (ibid.), the minutes of both meetings did not mention the size of the

land, but showed a gap instead at the respective spot. This is remarkable, because on that date the district officials must have known the size of the land, which they demarcated nearly a year before. They used the figured as basic information for the preparation of the government notice. Yet, according to the understanding of the later Village Chairman, it was agreed in April 2008 that a measurement would take place first and the compensation issue would be clarified, before the village and the company would enter into an agreement. However, despite these reservations, obviously the minutes that had been forwarded to the district were not considered as disagreement with the proposed land transfer.

In July 2008, after the expiry of the 90 days-notice given in the government gazette, the district officials conducted a survey and evaluation exercise at the same time. They put beacons and filled in forms regarding compensation. Latest that time, at least the Village Chairman and the Village Executive Officer (VEO) must have seen the detailed boundary, as their signature is mandatory while putting the beacons (URT 2001:s.63).

First agreement on compensation

As mentioned above, village land cannot be transferred without the compensation being agreed upon (URT 1999b:s.4(8)). According to a district official, the village leaders had consented to get compensation for a smaller part of the land, particularly for the unexhausted improvements, thus including compensation for the individual village member and the farmers' group using part of the land. For the remaining area, the village leaders reportedly did not ask for compensation in cash, as according to them the land was not used. Instead, they agreed to receive compensation in terms of infrastructure support for the village. The respective promises were recorded in the minutes of the village meeting, but not included in any contract. According to the district official, the area compensated in cash comprises around 2.8 hectares, while the remaining land provided to the NFC amounts to nearly 1570 hectares in Village A.[4] However, these figures seemed to have been (and mostly still are) unknown by the local people.

Arising confusion and conflicts

In a Village Assembly meeting on March 30, 2009 the villagers of A were informed that their village had received compensation of 1.6 Mio. Tanzanian Shillings. According to the minutes, a number of villagers were not satisfied with the amount, and particularly the lack of clarity about the size of the land. They also raised the issue that some land had been given to the investor without getting compensated. They requested the village leaders to follow up (Chachage/Baha forthcoming).

Finally, in July 2009, the VEO from village A invited the affected people to meet in the contested area. He found the complaints justified, and the area surveyed one year before indeed included land hold by individuals, outside the area known as M. Thereafter, in August 23, 2009 the affected villagers, both from village A and B wrote a formal letter, addressed to the VEO, stating that they did not agree to give any land besides M and that they did not want to receive any compensation for the individual land, but wanted to get their land back. The letter was meant to be forwarded to the district or any relevant institution, but it is not clear whether this happened.

[4] An additional area of around 721 hectares, which is part of the same plot, belongs to two other neighbouring villages.

During about the same time, in August 2009, the second government notice was published, announcing the transfer of village land to general land being effective after 30 days (URT 2009). In December 2009, the NFC started to clear some land and plant first seedlings.

Only after several more complaints by local people, another Village Assembly was hold in January 2010, whereas the villagers of A confirmed their position and the VEO forwarded their complaints to the district. In February 2010, an affected villager from B managed to attract some attention by the media, whereupon according to a district official the President instructed the district to address the complaints. Finally, the district recognised the claims of the affected people. However, the village land had already been transferred to general land that time, and the decision was "signed by the President", as interviewed villagers often quoted officials. As a consequence, it was agreed that the affected villagers should be compensated. The former landholders declared their acceptance, although some of them reluctantly, in a meeting on March 24, 2010. In August 2010, the NFC recognised the villagers' legitimate claims too and agreed to pay additional compensation to those left out before. The company also consent to pay for the second survey, which was required as basis for the new compensation scheme.

The survey in September 2010 revealed that the demarcated area besides covering the reserve village land named M also includes land rights hold by around 100 individuals[5]. It was found that about half of these rights are hold by people from the neighbour village B. In order to better understand the reason for this land property order around M, its history is briefly outlined in the following section.

Customary land rights based on resettlements during the villagisation

Village B has been formed in 1973 during the villagisation. Before that, the people of nowadays-village B had been living in a disperse settlement, each household being surrounded by a larger plot of land, which was divided in areas for cultivation, grazing, planting trees and a major part of bush land used for collecting firewood, for shifting cultivation and other future use. Each household also had access to a water source and had its own burial place, with earthen tombs usually marked with big trees. There was no formal village government, but local leaders who were responsible for guaranteeing local land rights and deciding about land allocation for potential newcomers to the area. The whole area did not have a common name, but several names for smaller areas, including an area called B and an area called M. For the purpose of this article, to simplify matters, the whole land acquired by the NFC is termed 'area around M'. While people living around M moved to both villages A and B in the 1970s, it is important to note that the border of the two new villages was drawn in a way that all land around M nowadays administratively belongs to village A.

In 1973, when the people moved to the place called B in order to form a village, they were instructed to rearrange the land rights according to the guidance of the government officials. The people who had been living in the area of the present core settlement of village B before were advised to share their land with those moving to that place, so that the latter could establish a new household. As that land was not enough for cultivation and other uses, the shifted people continued to use the land around their former housing in addition to the land newly allocated to them. In turn, people originally living in the area of current village B were given land use rights in part of the areas that were abandoned by those people moving to the new village. The effect of this rearrangement was that up to date most of the households in

[5] These consist of land holding and land use rights - as will be shown below - and also affect a number of people in two other neighbouring villages.

village B have land rights both within the village settlement area and outside the village settlement, whereas the latter mostly belongs to village A. However, in the understanding of the local people this exchange of land rights was not completed in the sense of exchanged land holding, but rather in the sense of permanent or long-term land use rights. In other words: people who had been living for example in M before still consider themselves landholders of that land, but part of that land is regarded tantamount to being 'rented' to those people in village B who in turn 'rented' part of their land to the people from M. This 'rent' or exchange of land use rights does not involve any payments. If a newcomer to the village (for example teachers) intended to get land, he or she needed to buy it from the original landholders i.e. the former settlers on that land. Villagers who had 'rented' land outside the village from the original settlers could not sell that land.

From the perspective of elders in B, land tenure is regulated through mutual acceptance among villagers. In their view, villages are administrative institutions with no particular effect on land property. Although they fully recognise their land being located within the boundaries of village A, they feel that it belongs to them. Thus, an elder man asked: “How come that others are selling our land?”

The view that the particular land around M, although lying within the boundaries of village A, belonged to the villagers of B, is partly shared by their neighbours from village A. But some people also hold another opinion, as expressed by one interviewee from A: “M was that time [when the Village Assembly decided to give it to the investor] used by people of village B, with permission of village A, but only temporarily. It was generally known that it belongs to village A, and that village A could take it back when needed”. This view refers to the legislation as set in the statutory law.

Revised land survey and compensation agreement

In the second survey in 2010, only a small part of around 2.8 hectares was considered to be reserve village land, while the remaining area of 1570 hectares in village A was categorised as land hold by individuals, both from village A and B, thus falling under the sub-category of individual land (URT 1999b:s.12(1)). In the renewed compensation schedule based on that measurement, the customary land rights illustrated above were taken into account in the following way: Former landholders in the area, both from village A and B, are listed as entitled to compensation for land plus unexhausted improvements (crops and trees), if available. They make up about half of the around 100 right holders. The people from village B who have been 'renting' that land are supposed to be compensated for unexhausted improvements only. For graves, extra allowances are listed. As there is no settlement on the land transferred, compensation for resettlement is not foreseen. The total compensation amounts to 687,645,900 Tanzanian Shillings (around USD 450,000).

With this arrangement, from a local point of view and based on the customary rights, some people in village B, namely those who had been living around M before, have lost all their landholdings and related decision-making rights. The land within the village that they are using for their settlement is 'rented' from other villagers and thus less secure. The other people from B though have lost 'only' land use rights. The consequences of this arrangement on local livelihoods, among others, will be presented in the next chapter.

Regarding the land hold by villagers of B, there was some confusion in 2010 among the village leaders from village A and B on who should be entitled to the compensation. Meanwhile, the leaders seem to have come to the agreement that the compensation should be paid to the individual landholders after having deducted a smaller percentage for village A (to

be paid to the account of the Village Council). It is planned that representatives of the NFC will disburse the compensation directly to the land right holders in the village office in A, in the presence of local and district leaders who act as witnesses.

Although the new compensation schedule has been ready since November 2010, up to January 2011 the NFC made no payments. According to the district officials the company is hesitating to accept the new measurements, arguing that it is not plausible that in the first survey more than 100 people were left out, and that the total amount would be too high in the new compensation schedule. They seem to consider initiating a third survey. Meanwhile, the district officials, also with the advice of officials from the Regional Office, are holding back the title deeds of the granted right of occupancy in order to make pressure on the investor to pay the compensation.

Immediate consequences for local livelihoods

Part of the area around M, although by far not all, was used when the company arrived in 2006. Cultivation mainly concentrated on the more fertile land closer to the rivers and included food crops and trees, while part of the dryer hills have been used for grazing cattle. The graves have partly been left untended and as a result are overgrown. However, burial places of ancestors play a vital role in cases of accidents, severe illnesses or fatalities. According to local beliefs, misfortune might happen because the ancestors have been neglected. In such moments people use to visit the burial places and clean the area around the graves in order to appease their ancestors.

The investor had promised not to touch the burial places, so that local people could still visit their ancestors' tombs. When the company expanded its plantations, the local managers had asked the former landholders to show them the respective places, so they could be spared. However, angry about the outstanding compensation, some elder people had refused to show their burial places, saying that they would do so only once they have received the compensation. Subsequently the company had continued the planting activities and partly covered old burial places. This led to major consternation among the affected people.

Since 2009, the former landholders were told by representatives of the company and also of the local government that it would be illegal for them to continue using their former fields, as the land belonged to the NFC now. In some cases, the company planted seedlings in-between existing crops and allowed the farmer a last harvest of the standing crop.

For the several disperse plots of grazing area which the people lost, a solution could be found with the help of another neighbour village, which provided part of its communal land as common grazing area. Regarding land for cultivation the situation proves to be much tenser. While some affected households still have some other land to cultivate, many of them complain about the loss of cultivation and lack of income to pay expenditures like school fees. Some villagers of A have shifted their activities to new land, which they rented from other villagers. Given that they did not receive the compensation yet they argue that they were not able to buy land, but loose lots of money for the annual rent instead.

In village B, there is no spare land under the management of the Village Council, which could be distributed among the affected villagers for cultivation, and it seems that there is also no individual land, which could be bought or rented from other villagers. The people who had been compensated for crops (on 'rented' land) only are aiming to get back their original land within the village area, i.e. the land they had hold before villagisation. Therefore, the other affected villagers who lost all of their land holdings argue that they will have to move away

and try to find land for settlement and cultivation in another region. As they will probably not be able to find land for all affected households at the same place, they fear that they will be spread to different villages and existing ties among relatives and neighbours will be disrupted.

The role of village and district leaders

It is obvious that the village leaders did not always support their people in the most effective way during the whole transfer process. Complaints by villagers from A were only considered with delays, whereas people from village B even claim to have been completely ignored when addressing the first complaints to A. Other observations are related to the meeting in March 2010, when the attendees were requested to sign the acceptance of compensation. To that meeting, only affected former landholders were invited, not the entire Village Assembly. Some interviewees, including a well-educated businessman who is not affected himself, felt that the village leaders did this intentionally. Without the support of the other more educated villagers, the landholders had less power in resisting such a request. Some former landholders mentioned being urged to sign the agreement regarding compensation in that meeting by being threatened that otherwise they would not get anything, while losing the land in any case. The reasons for these flaws on the part of the village leaders cannot be revealed in this study, but could be based on political interests or on lack of knowledge and personal overload.

The district officials generally enjoy a high level of respect by local people and village leaders. This is based on their position and knowledge and also indicated in the minutes of the Village Council and Village Assembly, which refer to “experts” from the district in a respectful way (Chachage/Baha forthcoming:24). In the presented case, the Member of Parliament of Kilolo and a former member of a Ministry, who partly accompanied the representatives of the district and the NFC in their promotional meetings, have strengthened the authority of the district officials additionally.

The land law foresees that villages can benefit from the information and guidance provided by the district officials. In A, the villagers and their leaders had the opportunity to ask questions to the district officials during at least two meetings of each the Village Council and the Village Assembly. The district officer also confirmed having presented the necessary information about the procedure and the villagers’ rights during the meetings. Yet, the minutes of April 2008 indicate that for unknown reasons the district officials did not provide full and transparent information regarding the land size (ibid.). In general a very low level of related awareness and knowledge was found at local level, both among villagers and local leaders. Consequently, in village A, several people blame the village leaders and the government in general for not having informed them properly about their land rights. This is even more the case in village B, where people have not been involved in formal meetings about the issue at all. An elder villager stated: “The government should have informed us people before the company comes, about land rights and rules. Everybody has rights. But the government just forced us.”

Conclusions

This study examines the process of transferring village land to an investor against the background of a detailed analysis of the local land tenure regime. It focuses on the example of a UK-based forestry company acquiring land in Tanzania. The presented case of village A and its neighbouring village B illustrates the importance of a legal pluralism perspective for understanding the complexity of such land transactions as well as their immediate implications for local livelihoods.

In the area around M (located within the boundaries of village A, but used by villagers of B) customary and statutory laws seem to have coexisted without creating major tensions since the 1970s. However, their discrepancy became obvious with the investor's request to acquire that land. On the one hand, affected former landholders from B feel that it is their land, which has been sold by others. They refer to customary law and long-standing customary rights over that land, claiming that land tenure is regulated through agreements among villagers, with village boundaries having no particular effect in that matter. On the other hand, part of the villagers and leaders in A feel that they have rightfully decided to transfer M – and accidentally also some area around M – claiming that it is their village land. They refer to the statutory law, which foresees the Village Assembly as responsible institution to take decisions regarding land within village boundaries.

The analysis of the transfer of village land to general land in this case shows clearly that not the customary law drawn upon by some villagers of B (and also some of A), but statutory law has been followed regarding the decision for land transfer[6]. However, in the case of compensation for the land around M, a compromise has been agreed upon, considering both individual landholders (and holders of land use rights) based on customary law, and the village A, that is eligible for compensation based on state law. According to Pradhan and Brewer (1998, in Meinzen-Dick/Pradhan 2001:11), it can be concluded that for the land transaction, the legitimising institution behind the statutory law has been stronger than the collectivity behind the customary law. For analysing the underlying reasons for this situation, it is important to focus on the relations between the involved actors (i.e. third layer of property as per Benda-Beckmann 2006) and the wider social context where these relations are embedded in. It is evident that in village A (and B), land-related state law is mainly represented by the district officials, who have the power to implement (or contribute to the implementation) of legal procedures by definition of their position. As described, they usually enjoy a high level of respect by local people and village leaders, based on their position and knowledge. The strong influence of government leaders is also reported by other studies (e.g. Isaksson/Sigte 2009; Sulle/Nelson 2009). In contrary, the local people who refer to the customary law have a very low level of knowledge about statutory law and formal procedures to defend their land rights. Their negotiation power is thus comparatively weak. This could be observed throughout the interviews and is for example illustrated in B in the villagers' failed attempt to make pressure on the investor by refusing to show their burial places before receiving the compensation. The unequal knowledge between local people and representatives of the district (and the investor) cannot be levelled during the process, despite certain provisions in the state regulations. Obviously, considering the rather low level of education in general and the complexity of the land law, information shared at a few public meetings is not sufficient for the majority to understand the process.

Also from the point of view of the district officials and the investor, the process of transferring village land is challenging. Relying on the procedural steps as defined in the Village Land Act and the Regulations and on the local leaders does not guarantee a conflict-free land transaction. In the case presented above, at least three flaws hampered the process at local level. First, the committee responsible for showing the land to the district officials, approved by the Village Assembly, reportedly did not fulfil its task properly. Second, in April 2008 the village leaders in A did not officially inform affected villagers in A and B about the proposed land transfer, although they must have known or at least suspected that there were

[6] Although statutory law has been followed, this was not without some considerable flaws, as will be discussed in further detail below.

affected landholders. Had the leaders informed them that time, there would have been sufficient time for objection within the period set by the first government notice. However, it seems that also the district officials did not fulfil their role accurately in that regard. Third, when doubts regarding compensation were raised in April 2008, it was not formally attempted to postpone the transfer of land, as might be done based on the Village Land Act (URT 1999b:s.4(8)).

However, even if the process had precisely followed the legal procedure as set in statutory law from the beginning, it is not clear whether the customary land rights of the people of village B would have been protected. Their chances to be informed about the proposed land transfer in time might have been better if they had Certificates of Customary Right of Occupancy (CCRO) for their land hold in village A (see URT 1999b:s.29).[7] However, in any case the decision or rather recommendation to the Ministry for approval or rejection of the land transfer could only be made by the village A. Even if the people from village B had been invited to participate in the Village Assembly meeting, it would not have been formally possible for them to participate in the decision, being non-residents in that village. But at least, their objections would have needed to be considered (ibid.:s.4(5)). Yet, theoretically landholders from B could have delayed and hampered the land transfer by not agreeing to the compensation (URT 1999b, s.4(8)(a)). For example, they could have argued that they need to be compensated for relocation. Although there was no resettlement necessary as a direct consequence of the transfer of land, it de facto will lead to landholders of B having to shift to other villages due to lack of sufficient land for their livelihoods. The Village Land Act does not foresee such a case of 'indirect compulsory resettlement'. Ultimately, it would have been the High Court to decide about the compensation (ibid. s.4(8)(b)), but not about the transfer of village land to general land as such. It can thus be stated as a potential weakness of the Village Land Act that people of neighbour villages, although directly affected, might be compensated, but not fully involved in the decision-making.

As illustrated, when flaws happen during the land transfer process, be it at local or district level, it is cumbersome for affected local people to defend their rights. Their position towards village and district leaders in terms of land rights is rather weak, based on unequal power relations, as discussed before. Further, encouraged by the central government, there might be a tendency of district officials to support the investor rather than the villages in case of doubt, although there is not sufficient evidence to prove this systematically in this study (see e.g. Isaksson/Sigte 2009). This may result in adverse implications for the affected villagers such as major delays of compensation payment and related severe deficits of regular harvests. In an utmost case it can include the loss of land against own will and even relocation of some households due to land shortage in the area. Households with complex land tenure situations due to resettlements during the period of villagisation might be affected in a particularly serious way.

However, the difficulties of the land transfer process in a complex land tenure regime might also have negative consequences for the involved government officials and the investor in terms of increased costs, time and workload. A more detailed analysis of the local land property regime (as partly foreseen in the village land use planning) and strengthening of knowledge about land rights among local people and their leaders beforehand could improve the process considerably.

[7] This is a theoretical consideration only, as in practice the villagers were not aware at all of this option. Further, it remains open whether village A would have had granted CCROs to the villagers of B, if the latter had requested for it.

References

Alden Wily, Liz (2003): Community-based land tenure management. Questions and answers about Tanzania's new Village Land Act, 1999. IIED Issue paper no. 120:International Institute for Environment and Development, London.

Arvidson, Anders (2009): Biofuel initiatives in Tanzania deserve careful consideration. In: The Guardian, 24.03.2009.

Assmo, Per (1999): Livelihood Strategies and Land Degradation. Perceptions among Small-Scale Farmers in Ng'iresi Village, Tanzania. Department of Human & Economic Geography, Göteborg.

Bah, Mahmoud, Cissé, Salmana, Diyamett, Bitrina, Diallo, Gouro, Lerise, Fred, Okali, David, Okpara, Enoch, Olawoye, Janice, Tacoli, Cecilia (2003): Changing rural-urban linkages in Mali, Nigeria and Tanzania. In: Environment & Urbanization 15(1): 13-23.

Baker, Jonathan, Wallevik, Hege (2003): Poverty and wealth at the rural-urban interface: an actor-centred perspective from northern Tanzania. In: Environment & Urbanization 15(2): 229-248.

Bengesi, Kenneth M.K., Msuya, Catherine P., Mwakalobo, Adam B.S., Salanga, Raymond (2009): Implication of biofuels production on food security in Tanzania. Sokoine University of Agriculture, Morogoro.

Bryceson, Deborah Fahy (2002): The Scramble in Africa: Reorienting Rural Livelihoods. In: World Development 30(5): 725-739.

Chachage, Chambi, Baha, Bernard (forthcoming): Accumulation by Land Dispossession and Labour Devaluation in Tanzania. The case of biofuel and forestry investments in Kilwa and Kilolo. Land Rights Research and Resources Institute (LARRRI/HAKIARDHI) and Oxfam, Dar es Salaam.

Collier, Paul, Dercon, Stefan (2009): African Agriculture in 50 Years: Smallholders in a rapidly changing world? Expert Meeting on How to Feed the World in 2050:Food and Agriculture Organization of the United Nations (FAO),

Cotula, Lorenzo, Vermeulen, Sonja (2009): ‘Land grabs’ in Africa: can the deals work for development? IIED Briefing, September 2009:International Institute for Environment and Development, London.

Cotula, Lorenzo, Vermeulen, Sonja, Leonard, Rebeca, Keeley, James (2009): Land grab or development opportunity? Agricultural investment and international land deals in Africa. IIED/FAO/IFAD, IIED/FAO/IFAD, London/Rome.

Daley, Elizabeth (2005a): Land and Social Change in a Tanzanian Village 1: Kinyanambo, 1920s-1990. In: Journal of Agrarian Change 5(3): 363-404.

Daley, Elizabeth (2005b): Land and Social Change in a Tanzanian Village 2: Kinyanambo in the 1990s. In: Journal of Agrarian Change 5(4): 526-572.

Daniel, Shepard, Mittal, Anuradha (2009): The Great Land Grab. Rush for world's farmland threatens food security for the poor. The Oakland Institute, Oakland.

Gordon-Maclean, Andrew, Laizer, James, Harrison, Paul, Shemdoe, Riziki (2009): Biofuel Industry Study, Tanzania. An Assessment of the Current Situation. WWF Tanzania Programme Office, Dar es Salaam.

GRAIN (2008): Seized! The 2008 land grab for food and financial security. GRAIN, GRAIN Briefing October 2008. Available at www.grain.org/go/landgrab (accessed on 15.03.2011).

Haralambous, Sappho, Liversage, Harold, Romano, Monica (2009): The Growing Demand for Land. Risks and Opportunities for Smallholder Farmers. IFAD, Rome.

Hundsbaek Pedersen, Rasmus (2010): Tanzania's Land Law Reform; the Implementation Challenge. DIIS Working Paper:37, Danish Institute for International Studies, Copenhagen.

IAAST (2008): Agriculture at a Crossroads. IAASTD Global Report. Island Press, Washington.

Isaksson, Rebecka, Sigte, Ida (2009): Allocation of Tanzanian Village Land to Foreign Investors. Conformity to Tanzania's Constitution and the African Charter on Human and Peoples' Rights. Umea Universitet, Umea. Available at: Umea.http://www.google.ch/url?sa=t&source=web&cd=6&ved=0CEoQFjAF&url=http%3A%2F%2Fwww.jus.umu.se%2FdigitalAssets%2F52%2F52924_ida-sigte-rebecka-isaksson-ht09.pdf&rct=j&q=sigte%20isaksson&ei=o4V3TZHbGZHssgaS_aTxAw&usg=AFQjCNFLQbhRQG586mdhQhulUQ2q07lXpg&cad=rja (accessed on 09.03.2011)

Kamanga, Khoti Chilomba (2008): The Agrofuel Industry in Tanzania: a critical enquiry into challenges and opportunities. Land Rights Research and Resources Institute (LARRRI), Joint Oxfam Livelihood Initiative for Tanzania (Jolit), Dar es Salaam.

Kugelman, Michael, Levenstein, Susan L. (2009): Land Grab? The Race for the World's Farmland. Woodrow Wilson International Center for Scholars, Washington.

Mann, Howard, Smaller, Carin (2010): Foreign land purchases for agriculture: what impact on sustainable development? Sustainable Development Innovation Brief:UN Department of Economic and Social Affairs, Affairs, UN Department of Economic and Social, New York.

Meinzen-Dick, Ruth, Pradhan, Rajendra (2001): Implications of Legal Pluralism for Natural Resource Management. In: IDS Bulletin 32(4): 10-17.

Mngazija, Richard (2009): Tanzania needs biofuel policy before it's too late. In: The Daily News, 12.10.2009.

Mwamila, Burton, Kulindwa, Kassim, Kibazohi, Oscar, Majamba, Hamudi, Mlinga, Hussein, Charlz, Domician, Chijoriga, Marcelina, Temu, Abraham, John, Geoffrey, Maliondo, Salim, Nchimbi-Msola, Susan, Mvena, Zebedayo, Lupala, John (2009): Feasibility of Large-scale Bio-fuel Production in Tanzania. Dar es Salaam.

Odgaard, Rie (2002): Scrambling for Land in Tanzania: Process of Formalisation and Legitimisation of Land Rights. In: The European Journal of Development Research 14(2): 71-88.

Oxfam International (2008): Another Inconvenient Truth. How biofuel policies are deepening poverty and accelerating climate change. Oxfam Briefing Paper:Bailey, written by Robert, Oxford.

Rice, Andrew (2009): Is There Such a Thing as Agro-Imperialism? In: The New York Times, 22.11.2009.

Rigg, Jonathan (2006): Land, Farming, Livelihoods, and Poverty: Rethinking the Links in the Rural South. In: World Development 34(1): 180-202.

Smaller, Carin, Mann, Howard (2009): A Thirst for Distant Lands: Foreign investment in agricultural land and water. Foreign Investment for Sustainable Development Program:International Institute for Sustainable Development (IISD), Winnipeg.

Songela, Francis, Maclean, Andrew (2008): Scoping Exercise (Situation Analysis) on the Biofuels Industry Within and Outside Tanzania. WWF Tanzania Programme Office:Energy for Sustainable Development, Dar es Salaam.

Songwe, Vera, Deininger, Klaus (2009): Foreign Investment in Agricultural Production: Opportunities and Challenges. Agricultural & Rural Development Notes. Land Policy and Administration:45 (Januar 2009), The World Bank, Washington DC.

Sulle, Emmanuel, Nelson, Fred (2009): Biofuels, land access and rural livelihoods in Tanzania. IIED, IIED, London.

Taylor, Michael, Bending, Tim (2009): Increasing commercial pressure on land: Building a coordinated response. Discussion paper. International Land Coalition, Secretariat at IFAD, International Land Coalition, Secretariat at IFAD, Rome.
The Daily News (2009): Scramble for biofuel production in Tanzania. 31.10.2009.
The New Forests Company (2011): Website. http://www.newforestscompany.com/ (accessed on 15.03.2011).
TIC (2007): Tanzania Investment Guide 2008 and Beyond. Tanzania Investment Centre, Dar es Salaam.
URT (1999a): Land Act (No. 4 of 1999). Republic of Tanzania, 09.03.2011), Available at: http://faolex.fao.org/docs/pdf/tan23795.pdf (accessed, Dar es Salaam.
URT (1999b): Village Land Act (No. 5 of 1999). United Republic of Tanzania, Dar es Salaam.
URT (2001): Village Land Regulations (L.N. No. 86 of 2001). Republic of Tanzania, 09.03.2011), Available at: http://faolex.fao.org/docs/pdf/tan28349.pdf (accessed, Dar es Salaam.
URT (2007): The Land Use Planning Act 2007. The United Republic of Tanzania, Dar es Salaam.
URT (2008): Taarifa ya kuhawilisha ardhi ya kijiji ki wa ardhi ya kawaida - Notice of intension to transfer village land to general land. United Republic of Tanzania, Dar es Salaam.
URT (2009): Taarifa ya kuhawalisha ardhi ya kijiji - Notice of transfer of village land. United Republic of Tanzania, Dar es Salaam.
von Braun, Joachim, Meinzen-Dick, Ruth (2009): "Land Grabbing" by Foreign Investors in Developing Countries: Risks and Opportunities. IFPRI Policy Brief 13:International Food Policy Research Institute, Washington.
World Bank (2010): Rising Global Interest in Farmland. Can it yield sustainable and equitable benefits? World Bank, Washington, September 2010.
Zoomers, Annelies (2010): Globalisation and the foreignisation of space: seven processes driving the current global land grab. In: The Journal of Peasant Studies 37(2): 429-447.