INTRA-FAMILY AND SOCIO-POLITICAL DIMENSIONS OF LAND MARKETS AND LAND CONFLICTS: THE CASE OF THE ABURE, CÔTE D'IVOIRE

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The role of land markets as potential mechanisms to improve the allocation of factors of production in a context in which individual endowments in land, labour and management capacities are heterogeneous, has become a central question in development policy. The land lease market is currently considered by development economists as being, compared to the purchase-sale market, a device for the efficient and equitable transfer of land resource-and thus as an effective mechanism of land access and poverty reduction in the rural milieu (Deininger and Feder 2001; de Janvry et al. 2001; World Bank 2003). These advantages claimed for the land lease market (fixed leases, share contracts), as compared to purchase, are due to several elements. Leasing in avoids the immobilization in land of capital that would probably necessitate financing through credit (generally a non-existent or imperfect market in Africa). The lease market is generally much more active than the purchase-sale market, and the match between supply and demand is therefore more easily attained, limiting the transaction costs. Land transfers through lease contracts are more amenable to short-term adjustments, providing an adequate stopgap solution for landowners facing temporary financing constraints, whereas sale represents a definitive transfer which is not easily reversible. Finally, sharecropping is likely to mitigate the shortcomings of markets for credit (access to land with ex post payment of the income, partner contribution of inputs), for insurance (the land rent being proportional to production), and for technical expertise or the hiring of agricultural equipment (which the partner might contribute) (Colin 2004).

In the African context, an increasing number of studies attest to the development of land transfers in the form of sales, land leases or sharecropping, linked to the monetarization of the economy and, often, to migratory movements from one region to another or from one country to another.¹ Tensions, or even conflicts, are

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¹See for example Hill (1963) and Amanor (2001) on Ghana, Berry (1993) on Kenya, Blarel (1994) and André and Platteau (1998) on Rwanda. Other references concerning Ghana and Kenya, and also Uganda, Nigeria, Tanzania, Malawi and Zimbabwe, can be found in Feder and Noronha (1987), Barrows and Roth (1989) and Ensminger (1997). On Côte d'Ivoire, see Raulin (1957), Hecht (1985), Colin (2004), Colin and Ayouz (2006) and Koné (2002).

frequently mentioned, regarding in particular the transfer of property rights (see the other contributions to this issue). Other – increasingly numerous – studies address the intra-family dimension of the land question, viewed in particular from a gender perspective (Gray 1964; Guyer 1981; Guyer and Peters 1987; Koopman 1991; Dey Abbas 1997; Lastarria-Cornhiel 1997; Gray and Kevane 1999; Quisumbing *et al.* 2001; Yngstrom 2002; Whitehead and Tsikata 2003). However, there are only a few works that articulate both fields of analysis, by tackling the specific question of the relationship between intrafamily land rights and the functioning of the land market. This article proposes to examine, in the context of Abure society, the intra-family dimensions of the land lease market and the ways in which intra-family relations regarding land transfers on this market are likely to affect intercommunity relations.

The Abures belong to the 'lagoon' sub-group of the Akans which occupies the south-east and centre of Côte d'Ivoire (see map in Chauveau and Colin's contribution to this issue, page 85). As with most Akans, the Abure kinship system is matrilineal. The man and his wife belong to two distinct matrilineages, each comprising individuals who see themselves as descendants in the uterine line of a common grandmother. Abures therefore distinguish between the 'maternal family' (otchuom), corresponding to the mother's segment of the matrilineage, and the 'father's family', corresponding to the father's segment of the matrilineage. The couple and the children born of the marriage, who correspond to the household (or to the marital family), generally live in the man's residence, but it is within the maternal family that rights and duties related to goods, and especially to land, are transmitted. In Abure society this is marked by strong contestation surrounding the question of succession to the role of family heir, induced by the system of devolution in the uterine line. In this article, the concept of the family group of a given individual includes the household to which s/he belongs as well as the members of both maternal and paternal families, in the Abure sense of these terms.

The Abure region (*sous-préfecture* of Bonoua) has been characterized historically by stringent land constraints (Rougerie 1957) which led the Abures to look for land outside their territory, especially in the forests located on the western margins of the neighbouring Anyi-Sanwi region, at the beginning of the twentieth century (Colin *et al.* 2007). This severe land constraint – regarding in particular land suitable for the production of coffee and cocoa – explains why, contrary to most autochthonous groups of the forest belt of Côte d'Ivoire, the Abure did not cede land to 'foreigners' originating from the savannas of the centre or the north (or did so only marginally). Consequently, the factor which most influences the autochthon–foreigner land relationship is not the *tutorat* institution (Chauveau and Colin, this issue), but the land lease market generated by changes in the local plantation economy and the massive arrival of foreign migrants.

These changes have transformed the landscape of the region in recent decades, as the plantation economy has experienced the ageing

and death of coffee-cocoa plantations, and their replacement by the cultivation of oil palm, rubber and pineapple. The development of the smallholder plantation economy in general, and of pineapple farming in particular, has contributed to, and was made possible by, the arrival of foreign migrants in the region. Indeed, pineapple farming requires a larger labour force than the local population could offer. The foreign population (70 per cent Burkinabe) thus accounted for 42.4 per cent of the total population of the *sous-préfecture* of Bonoua in 1998; it included both agricultural labourers and pineapple growers.

Pineapple farming was first introduced into the region to supply canning enterprises at the end of the 1950s. The agro-industrial enterprises SALCI (Société Alsacienne de Conserverie d'Ananas) and SIACA (Société Ivoiro-Allemande de Conserverie d'Ananas) had their own plantations but also developed contract farming with small producers (usually foreigners), working on leased land. The collapse of the pineapple canning sector, in the 1980s, was associated with a rise in the production of fresh fruits for the export market, still primarily produced on land acquired through leasing by small foreign growers. The success story of the Burkinabes in pineapple production has been attributed in particular to their superior capacity to mobilize labour (through family labour, effective mutual aid systems, and the recruitment of wage labourers from Burkina Faso). The labourintensive nature of pineapple production thus confers an advantage on Burkinabe growers compared to most Abure, who remain constrained by labour shortages, except for the few larger-scale Abure planters able to afford hired labour.

In effect, therefore, the rise of pineapple cultivation mostly came from land leased by the Abures to Burkinabe smallholders. This *de facto* ethnicization of the land lease market contains the seeds of inter-community tensions, expressed very clearly in the 2001 conflict (discussed later in this article) when Abure young men challenged the lease of land to the Burkinabe pineapple growers.

The empirical data on which this article is based are derived from enquiries carried out since 2003 as part of my doctoral research on 'land rights, intra-family land management and the dynamics of the land market in Abure society, lower Côte d'Ivoire'. These enquiries were carried out in Abure country as well as in neighbouring areas where Abure planters also settled. Data were generated by in-depth case studies of Abure family groups, including 20 customary Abure owners and 50 Abure young men, as well as a survey of 171 Burkinabe tenant pineapple growers whose access to land depends primarily on the rental market. Interviews were also carried out at the royal court of Bonoua with the king and his advisers, and with Abure *cadres* (Abure from Bonoua living in urban areas, most often in Abidjan, and in stable employment, particularly as executives in public institutions or private companies). I also consulted the archives of the *sous-préfecture* and of the technical services department of the Ministry of Agriculture.

The first part of the article presents a deciphering of the bundles of rights that the Abures have to their lands, and in particular the

right to sale, or to lease out. The objective here is to determine the impact of the intra-family distribution of rights on the functioning of the land market and, especially, on its supply side. The second part of the article analyses the repercussions, on inter-ethnic Abure–Burkinabe relationships, of the intra-family tensions generated in Abure families by land leases.

INTRA-FAMILY LAND ACCESS AND MARKET TRANSFERS IN ABURE SOCIETY

The conditions of access to land in Abure family groups and the relation to market transfers (land sale or land lease) must be understood in relation to a particular form of land appropriation (Colin 2008). In local custom, according to those interviewed for this study, an individual who acquires land through purchase or through a first clearing of forest land controls an entire bundle of rights,² including the right to transfer: 'He bought it, he can sell it'; 'It is the person who first took the forest who can sell.' The social recognition of pioneers' and purchasers' right to transfer is rooted in the principle, widespread in Africa, according to which the holder of a personal good (acquired through personal work) is free to dispose of it as he pleases. This recognition does not preclude strong social disapproval of such transfers – especially in the case of land acquired by clearing, in which the pioneer's land holding was often achieved through mobilizing the labour of his social juniors. In fact, this right, as it is expressed in local custom, only concerns land acquired outside Abure country. Inside Abure country itself (sous-préfecture of Bonoua), forest reserves were depleted several generations ago, and all land now has the status of a family holding (Abures speak in terms of 'ancestral' land) acquired at the time of the great Akan migrations from present-day Ghana to Côte d'Ivoire, between the seventeenth and eighteenth centuries.

Inheritance is always transmitted in joint possession, in the matrilineage. The norm is that the inheritance goes in priority to the uterine brothers of the deceased until the exhaustion of this generation, then to the uterine nephews. In fact, analysis of the devolution of inherited land attests to the significant agency of the family council³ that designates the heir, especially in dealing with tensions within the lineage segment. The heir is seen as the manager of the family inheritance, to whom the family delegates the right to administer the land left by the deceased (fallow land and plantations). It is important to note that personal land acquired by the deceased through purchase or clearing reverts, through inheritance, to the status of family land. Inheritance

²The concept of a bundle of rights conveys the idea that there is not just one right to land, but several rights (of use, administration, transfer, etc.) that might be controlled by various individuals.

³The family council generally includes the head of the family (the elder of the segment of the matrilineage), the grandmothers, the brothers and sisters, and the adult uterine nephews of the deceased.

Bonoua, 31 October 1994

A. M. P., Planter in Bonoua, to His Excellency the *Sous-préfet* of Bonoua Sir.

I am pleased to inform you that since the year 1930, my junior brother A. A. (deceased) and I (A. M.) went to Adosso to clear the forest in order to install a field. When I became grievously ill, I had to undergo a surgical operation. My hospitalization cost was F700,000. Not one of my relatives came to visit me in hospital to lend support. As I had created plantations in my compound with my little brother, I mustered up the courage to sell 14 ha to pay for healthcare. I managed to sell the land to a colonel [army officer]. My family opposed this sale. . . . Mr *Souspréfet*, I sold the land to reimburse my debts amounting to F500,000. . . . Please accept, Mr *Sous-préfet*, my most respectful greetings.

FIGURE 1 Challenging a sale (Source: Archives of the Bonoua sous-préfecture)

leads, therefore, to a 'patrimonialization' of land (whether the latter is situated in or outside Abure country), according to a logic described in the same region regarding Bawles by Colin and Ayouz (2006), and in Ghana by Polly Hill (1963). In this study, as none of the family groups controlled purchased land or land cleared by the current users, we are concerned only with transfers of family land.

In principle, heirs have no legitimate right to sell inherited land. The local norm is that in the event of a sale necessitated, and therefore legitimated, by exceptional needs, the decision is the prerogative of the family council (no such case was documented empirically). This major family restriction related to market transfers reveals the way in which land functions as an insurance, as a means of security for the members of the family group. Remarks made by a 72-year-old family head are a good illustration of this: 'Land is not sold because it comes from our ancestors. Each one in the family can receive a plot to grow his food. Sale can bring in a lot of money, but when one has finished spending all this money, how we will we feed the family?' The transgression of this principle leads to intra-family conflicts and is the cause of dispute over transactions. Our field enquiries indicated, however, that land sales remain exceptional and are usually sales due to distress (see Figure 1).

The heir controls the production of the plantations (oil palm, rubber, cocoa) established by the deceased and can create new plantations if land is available. His land management and his management of the income derived from the plantations are, however, constrained by his social obligations, for example by the duty as family heir to assist other family members. He therefore has the moral obligation to assist the (un-remarried) widow and the children of the deceased, as well as the

members of the segment of the matrilineage. As head of household, he also bears the duty to assist his wife (wives) and children (hence nonmembers of his matrilineage). Part of these duties of assistance, as heir and as head of household, is the intra-family allocation of use rights on inherited family land. Thus the right of users of family land is not an intrinsic right of access, but rather a modality of their right to be assisted by the family heir or by their father (Colin 2008). Through his distribution of rights to use land, the heir is relieved, completely or in part, of the financial expenses he would otherwise bear through his duty of assistance.⁴ In practice, therefore, membership of the family group is not sufficient grounds on which to obtain a right to use family land: usually, in order to benefit from such an allocation, one must have demonstrated 'good behaviour', for example by accompanying one's parents to the field, helping them at work, or showing respect to elders.

Three cases of delegation of rights to use family land can be distinguished: (1) the delegation of usufruct on a portion of oil palm plantation already in production; (2) the authorization to plant oil palm trees,⁵ which means that the plantation itself becomes, indisputably, the property of the recipient of the allocation, though the land is still seen as part of the family inheritance; (3) the delegation of temporary use rights for non-perennial crops (cassava, sweet potato, pineapple), which is usually granted on different plots from one crop year to another.⁶ The plantation of perennial crops on land inherited in the matrilineage is perceived in various ways depending on the person to whom the land has been allocated. A member of the matrilineage (a nephew or uterine brother of the heir) will generally enjoy social acceptance. An heir's son is barely tolerated, and faces a high risk of tension or a challenge over his continued right to the plot of land when the heir (his father) dies, especially when there is a a bad relationship between the land user and the new family heir who takes over administration of family land.

As we have seen, the development of the land market in the region corresponds to the rise of the land lease market that accompanied the development of pineapple cultivation. A land lease market for the cultivation of food crops (primarily cassava) also developed later, as a result of increasing demand for cassava in urban markets and a fall in the price of pineapple on the European market. Two types of contracts are practised, for both pineapple and cassava cultivation: fixed leases with payment at the beginning of the crop cycle, which is the predominant practice, and sharecropping with a fifty-fifty division of the harvest or of the net value of the production, after the deduction

⁴For a parallel analysis of the case of the Senufo communities settled in the region, see Soro and Colin (2008). For a general discussion, see Colin (2008).

⁵The fact that the delegation of rights applies to the cultivation of palm trees but not to rubber is explained by the difference in the lifespan of these crops: 20 years in the first case, 50 years in the second.

⁶In the case of the Senufo, mentioned previously, the delegation of user rights by the heir excludes perennial crops, owing to the very severe land shortage suffered by Senufo migrants.

	Heir		Family dependants
	Cleared or purchased land	Inherited land	
Right of transfer	+	_	_
Right to share out	+	+	+
Right to lease out under a fixed cash lease	+	+	_
Right to plant tree crops	+	+	+

TABLE 1 Range of rights according to the Abure mode of land access

of the monetary costs of production (the *abougnon*⁷ contract). These contracts, which generally remain informal, are agreed for the duration of a production cycle of fruits, then of shoots (about two and half years), for pineapple, and one year for cassava.

Rights of family members to lease out plots of family land are restricted, depending on the status of the individuals and on the type of contract (see Table 1), as among the Bawles (Colin 2008) and Senufos (Soro and Colin 2008) settled in this region. The right to lease out land for cash is the exclusive prerogative of the heir–subject to his exercising reasonable practices without detriment to his obligations with respect to his family group. The revenues generated by leasing (FCFA100,000 per hectare, 1 euro = 655.9 FCFA) and more generally by the management of family lands (income from tree crop plantations) constitute, for family heirs, an important source of income, seen as a legitimate compensation for the responsibilities and expenses that attend the role of administrator of family land.

Recipients of an intra-family allocation of rights of temporary use on a plot of land can lease out that plot without the heir's agreement, but only on the basis of a sharecropping contract. Transgression of this principle – leasing out through a fixed cash lease – can lead to intrafamily litigation (see below). However, individuals authorized to invest in tree crops (oil palm) can lease out for cash on condition that the income is used to purchase tree seedlings – if not the beneficiary would be perceived as lazy and the parcel could be recovered by the family heir. This difference is due to local perceptions of fixed-cash and share contracts. Leasing out under a fixed-cash lease without a serious reason is always condemned: it is seen as a proof of laziness, as a poor return on the land resource ('He leases for F(CFA)100,000 and the tenant earns millions in pineapple'), as a source of income quickly squandered, and as a practice which incurs the risk of effective land dispossession, in cases where the need for cash leads some owners

⁷ The general term *abougnon* covers variable owner participation in the production process. Generally, the leaser only provides land and receives half of the net value of the product (Colin and Bignebat 2008).

to lease out in advance for various cycles of pineapple production (each cycle duration being around two and a half years). Leasing out under a sharecropping contract is not perceived in the same light: even if the land holder does not participate in the decision making and production process, s/he retains a right to the harvest and sees herself/himself as a pineapple grower. Furthermore, the expected profit is such that this practice is seen as a reasonable use of the land resource (Colin 2008).

FROM INTRA-FAMILY TENSIONS TO INTER-ETHNIC CONFLICT IN THE LAND LEASE MARKET

The intra-family tensions arising from the land lease market

The delegation of use of family land by the heir to non-family land users via the lease market potentially creates a trade-off with the intra-family allocation of rights to use family land. This is therefore a potential source of intra-family tensions.

Generally, three factors can explain these tensions. On the one hand, there is the perception by family dependants of an insufficient allocation of use rights by the heirs. Even if this perception is not simply the result of a decrease in the area available owing to leasing out by the heir, this transfer seems to be an obvious aggravating factor: 'When the old men give us land, it is too small. They prefer to rent more to the Burkinabes rather than to let us work it.' Secondly, tensions often bring the 'young men'⁸ and their 'elder' relatives into dispute concerning the control of the lease income, as the following testimony illustrates: 'When the old men rent the land, they take this money to provide for their daily needs and to sleep with girls. If they have to give us a share of this money, that means that they will have less money to solve their problems. They don't accept that.' On the other hand, the control of the lease revenue by a young person (which is exceptional) is challenged by the elders:

When my uncle [N. A.] was alive, he leased out a parcel of land. He had a contract established in my name so that I could collect the money. When he got sick, his brothers [Ah. and W.] wanted to collect the money directly. The tenant refused to give the money to them because the contract is in my name. Ah. and W. did not agree. For them, I am too young to collect this money, F(CFA)300,000 each year. After N.A.'s death, I continued to collect the lease money, as the contract was for five years. But before the contract expired, my uncles asked me to justify my management of the lease

⁸The term 'young' is not 'a matter of age in the biological sense, but one of the relational position constructed socially and culturally with respect to other generations, and concerning the access to the attributes and resources which confer a certain social competence and the power to speak out' (Chauveau 2005: 26–7). In the context of the study, young men may be household heads or unmarried men.

income, which I did not accept. Besides, when N.A. died, I participated in his funeral expenses by buying a sheep and drinks to receive the people who came.

A third factor of tension derives from the failure of certain young men to respect the rule according to which only the heir can cede a piece of land through a fixed lease. The following case illustrates this point while revealing the extent to which tensions in the Abure family groups are likely to affect tenants, ensnared in intra-family disputes surrounding the management of land. The records of crop destruction drawn up by the Bonoua agriculture services in the case of B. R. (an Abure) against S. L. (a Burkinabe), specifies the following:

B. R.'s declaration

In the beginning, it was my big brother who occupied this land. After his death, my uncle A. A. ceded it to me [delegated use rights on this plot to me] so I could plant palm trees. In April 1995, I decided to develop it and chose to plant oil palms on one hectare and half. I leased this same piece of land to three women who agreed to plant cassava under my palm trees. Recently, while I was visiting my plantation, I noticed that fire had burned my young seedlings. My investigations allowed me to find the culprit. In fact, caught on the spot, the Burkinabe S. L. told me that it was my uncle A. A. who had leased this land to him to grow pineapples....

S. L.'s declaration

I contacted old A. A. about a piece of land to plant pineapples. On 30 August 1997, he gave his agreement for one hectare. We went to the spot and he showed me land which already had young oil palm seedlings abandoned in the undergrowth. I accepted a lease of F(CFA)35,000. I began to prepare the land. While I was doing this work, I took all the necessary precautions to clear the vicinity of the palm trees so that they would not catch fire. One day, while I was working, the man called B. R. found me in the field. He asked me who gave me this land. I answered that it was the owner, that his name was A. A. B. R. got very angry and ordered me to leave the land. I told him to go and see A. A. to whom I had already paid a lease of F(CFA)35,000. I informed old A. A. of his nephew's behaviour. In response, he said this: 'The little one is right because I had initially ceded the land to him. What I do not accept, is that he leased out my land to women who paid him F(CFA)100,000. He even used this money without giving me a centime.' While we were holding discussions, B. R. hired workers to whom he paid F(CFA)10,000 to work on the litigious plot. To avoid a new conflict, the old man asked me to refund the F(CFA)10,000 to him, which I accepted. I continued to plant my pineapples. When I had just finished, he went and rooted up all the shoots planted near his palm trees. When the fruits were formed, B. R. chose three rows of pineapple which he destroyed entirely from one end to another. This was the second case of damage since the creation of my field. I informed the old man again. He called me to his place in Bonoua and in my presence, he posed the problem to B. R.'s mother. This is what he said: 'This man contacted me for this land. I leased

the field to him to cultivate pineapples. He did not steal the land which he occupies. Your son B. R. annoys him every day. If he complained to the police to be reimbursed, you will refund this money....' (Record of Crop Destruction. Case No. 167 SP-BO, 20 March 2000, Official Archives Bonoua *sous-préfecture*)

The tension between B. R. and his uterine uncle at the origin of the conflict between the Burkinabe tenant and the Abure young man is therefore due to the fact that the latter, beneficiary of an allocation of use rights, should not have leased out the land, as far as his uncle was concerned. For the uncle, non-compliance with the rule according to which only the heir can lease out family land is aggravated by the fact that his nephew kept the entire sum of money received. In the Abure context, such a practice is interpreted by the elder as a lack of respect, and a challenge to the monopoly of the administrators of family lands over the control of land income.

The control of land and of land lease income manifests an obvious economic dimension, but also has implications for the power of the elders which is underpinned by the access to economic resources. In the words of the Abure young men, 'The old men say that we spend the money badly, but the truth is that they do not want the young men to be like them. If the heir gives land to the young men, he breaks his own rib [he loses the material source of his power].' The longterm transfer of plots to family members potentially reduces the area which the heirs can delegate on the land lease market. It favours an individualization of use rights and incomes generated by the usage of land.

The conflicts arising from the rental market must be understood in terms of the position of the family groups in relation to this market. On the one hand intra-family tensions caused by transfer through leasing are also found among the Bawles living in the region (Colin 2004), but, on the other hand, the Abure and Bawle cases stand in stark contrast to the situation of Senufo migrants in the same region. Whereas the Abures and Bawles are often suppliers on the land lease market, because they possess more land (owing to the chronology of settlement and land appropriation) and have greater problems securing labour (owing to the weaker control elders have over family labour), the Senufo family groups studied, even when they own land, are usually on the demand side of the lease market. In this case, the recourse to that market does not intensify, but rather reduces, the intra-family conflicts over the management of family land, because the constraints on individual access to family land are surmounted via leasing in (Soro and Colin 2008). Thus, transfer through leasing out tends to increase intra-family tensions over the division of land income, whereas leasing in allows for a reduction of intra-family conflicts by considerably reducing the pressure on family land.

We have already encountered an illustration of the impact on tenants of tensions within family groups that lease out land. Because of the ethnic segmentation of the land lease market in the context studied (with Abure leasers and Burkinabe tenants), intra-family tensions in Abure society also have broader repercussions on inter-community relations.

Inter-community conflict arising from operation of the land lease market

The crystallization of intra-family tensions around the lease market and their impact on inter-community relations were dramatically expressed in 2001, during a conflict between Abure young men and foreign, mainly Burkinabe, tenants. This local conflict had major national repercussions, as it was widely reported in the press. Its origin lay in a simple dispute between an Abure young man and a foreign (not a Burkinabe but a Nigerian) nightwatchman at the Bonoua market. During the course of this dispute, the Abure man lost consciousness and a rumour spread that he had died. The young Abures reacted violently, breaking into and plundering stores run by foreigners. They also proclaimed new rules governing the life of foreigners in their community, including exclusive Abure control over all trade and transport businesses, the prohibition of marriage between foreigners and Abures, and a ban on the leasing of land to foreigners: 'All relatives are forbidden to allot a parcel of land to a foreign community for any activity whatsoever. A fine of FCFA500,000 will be charged to the owner of the aforesaid land. The activities of the tenant will be suspended' (Report of the General Assembly of Bonoua Youth,⁹ 22 January 2001).

These provisions were obviously rejected by the *sous-préfecture*, but were in fact imposed on Burkinabe tenants during a six-month period. Many recently planted pineapple plantations belonging to Burkinabes were destroyed, and Abure young men traversed the countryside planting red flags or stakes on the plots which they knew (through their information networks, as they themselves were often outsiders to the locality concerned) were being prepared for a plantation by a foreign tenant. The message was clear: if the plot were to be planted, it would be destroyed. More mature pineapple plantations were spared since the production cycle involves stakeholders other than the Burkinabe grower: fruit purchasers may have contributed aid in fertilizer to the grower, or export cooperatives may be in the loop–with an active involvement of Abures in these sectors upstream and downstream of the production. To destroy a maturing plantation or one close to harvesting could therefore damage Abure interests.

The destruction of foreigners' pineapple plantations and the decision to prohibit leasing were explicitly aimed at 'turning over a new leaf' in the relationship between the young men and the elders with regard

⁹On the local level, several existing organizations claim to defend the interests of the populations: associations of *cadres*, youth and women. In Bonoua, those associations have close links with the Front Populaire Ivoirien (FPI), President Laurent Gbagbo's party in power (whose wife, a leading political actor, is Abure).

to land management, as reflected in the self-critical remarks of an old family land manager:

The young men say they destroyed the foreigners' pineapples because of the old men. For example, if an old man who manages family land leases out most of this land, the children have no land to cultivate to provide for their needs. Don't they have to eat? If our children are hungry, why shouldn't they be annoyed? When the old men receive money from the Burkinabes, they use it for their own needs, they do not give any to the young men and the latter become vagrants who roam the city.

These remarks reveal two empirical realities. On the one hand, the young men have real difficulties accessing family land on which to settle on their own account—to establish perennial plantations, in a context of increasing demand for land within the family. On the other hand, they do not take part in the management of the land lease income, and have no means of exerting pressure on social elders to persuade them to make a more equitable redistribution of revenue.

A Burkinabe grower, whose pineapples were uprooted by Abure youth, narrates how the conflict proceeded:

Even before uprooting the pineapples, the Abures broke open the shops and burned the stores kept by foreigners in Bonoua. They took bags of rice, cement, fertilizer and drums of oil. Anything they couldn't carry was destroyed. Afterwards, the Abure young men organized themselves in groups and every morning they met at the royal court to decide a common strategy for uprooting pineapples. Some of their brothers gave them the equipment they needed: trucks, 4×4 vehicles, fuel. Once the trucks were filled with young men, they set off for the fields to unearth recently planted shoots. Then, they planted red flags on these parcels of land to mark the prohibition of land use. To destroy the plantations, they had machetes, dabas, axes and firearms. Throughout the entire crisis, foreigners could not plant anything. The pineapple shoots rotted on the land. At the beginning of the crisis, some of our compatriots informed the landowners who had leased the land out, the police force, and Abure *notables* [influential Abure], but there was no solution.

The Abure young men thus benefited from the support of some large Abure pineapple growers who provided the equipment (vehicles, fuel, food) needed to carry out their work of destruction. This support can be interpreted as a strategy aimed at 'ejecting' from the market the Burkinabe pineapple growers. The latter-mostly small producers-were accused of producing low-quality pineapples which supposedly burdened the sector both by increasing the volume of production and by damaging the reputation of Côte d'Ivoire pineapples on European markets.

The village chieftaincy, by its passivity, contributed to legitimizing the youth's campaign. This attitude might reveal the incapacity of the village authority to influence the young men. We rather interpret it as tacit support of the youth in their behaviour towards the foreigners.

The subject is a delicate one to broach with the Abure *notables*, who go as far as denying the 2001 events, claiming that it was merely a journalistic invention. On the basis of discussions with them and with the young men (who express themselves more openly on the subject), the fact that the chieftaincy allowed (at least implicitly) the young men to destroy the pineapple plantations can be analysed as a strategy of the chieftaincy aimed at imposing itself in a social field – land management – in which it traditionally has little direct control, being limited normally to litigations within the framework of the customary tribunal (we will return to this point later). Another possible factor is the impact on the royal court of the very obvious resentment that Abures in general feel against the Burkinabe pineapple growers.

This is evident in the following remarks made by an Abure young man:

Look at this guy... when he arrived nine years ago, I employed him to weed my fields, and now he drives a 4×4 The problem with the Burkinabes is that they must stop growing pineapples, they earn too much money! They show no respect to us. They do not participate in the construction of the village. They have children but they send their daughters back home. Because they earn money, they can pay up to F(CFA)25,000 to sleep with our daughters.

For another Abure young man:

The Abure youth plundered the shops, prevented the Burkinabes from planting pineapples because they have become disrespectful towards their Abure hosts since pineapple cultivation allowed them to make a lot of money. From now on the Burkinabe must only be a labourer not a grower.

This resentment towards foreign planters is not new, and is attested in the literature on the relationship between autochthones and migrants in Côte d'Ivoire (Dupire 1960; Köbben 1963). Neither is the resentment specific to the Abures; but it led, in the Abure context, to open conflict, owing to the intra-family and intergenerational tensions over the management of land lease income and, more generally, the control of land.

This conflict is also inscribed in a wider socio-political environment (see Chauveau and Colin's contribution to this issue). This was marked, on the one hand, by numerous local land conflicts in the Ivorian countryside triggered as a snowball effect by the conflict between the Kroumen and Burkinabes at Tabou in 1999 (leading to the departure of thousands of foreign planters from this region), and, on the other hand, by the passions aroused by controversial national political debates on the question of Ivorian identity. This was initially advocated under the regime of Konan Bédié's PDCI (Democratic Party of Côte d'Ivoire), presented by its advocates as a cultural concept uniting Ivorians in their diversity and by its detractors as fundamentally xenophobic. It created an undeniable social fracture in Ivorian society.

This was given graphic expression in 2000, at the time of the debate on the project of adoption of the new electoral code which stipulated that the candidate to the presidential election must be an Ivorian, whose father and mother are themselves Ivorian by birth. General Guéi (chief of the military junta that toppled the Konan Bédié regime through a military coup in 1999) then declared: 'One cannot have one nationality in one's left pocket and another in one's right pocket.' This was an implicit reference to Alassane Ouattara, the leader of the RDR (Rassemblement des Républicains, Republican Assembly party), who was presented by his detractors as a foreigner and, in particular, as a Burkinabe. For the Abure youth, Burkinabes residing in the territory of Bonoua shared the political ideals of the leader of the RDR: 'They say that Alassane is our brother and that he wants to become the President of Côte d'Ivoire. That is why they [the Abure] are going to drive all Burkinabes out of Abure country.' Political debates at the national level thus may be seen to have a direct effect on local socio-political life, touching, in particular, a very sensitive nerve among the youth.

As for determining why this conflict was limited to Abure country itself, around Bonoua, and did not touch other neighbouring areas where the Abures also lease land out to Burkinabe pineapple growers, the persons interviewed (Abure or Burkinabe) are unanimous: outside their traditional territory, the Abures are themselves migrants, they 'are not at home': 'Here [in the village of Petit-Paris] we are in the Department of Adiaké [Anyi-Eotile country]. What happens in Bonoua cannot apply here.'

These statements illustrate the fact that inter-community land conflicts are rooted in autochthonous and identity claims. In the *souspréfecture* of Adiaké, in Anyi-Eotile country, the prefectoral authority and the Anyi chieftaincy opposed the Abure youth. The uprooting of pineapple seedlings planted by the Burkinabes in this region was therefore very limited. This conflict will have allowed the Anyi chieftaincy to reaffirm its 'sovereignty' over this part of its kingdom in opposition to Abure expansionist tendencies:

The Anyi chief of Adiaké went to meet the Abure king right in Bonoua. He says that Niampon¹⁰ marks the limit of Abure territory. Consequently, the Abures should stop entering into Anyi country to uproot the Burkinabes' pineapples. The Anyi chief and the secretary-general of the Adiaké prefecture asked the Abure youth to return to Bonoua.

This conflict was settled thanks to a combination of several factors. K. F., an Abure young man who took part in meetings at the Bonoua youth centre, narrates as follows the process of settlement of this conflict:

This conflict with the Burkinabes almost led to war in Bonoua. When the Burkinabes saw that the problem was serious, they sent their chiefs to see

¹⁰The compound of Niampon was settled by Abure during the pioneer phase, at the beginning of the twentieth century.

the sous-préfet and the king of Bonoua to 'ask for forgiveness'.¹¹ But we [the young men] did not want to. After that there were many meetings, in Bonoua and in Abidjan, about this problem so that calm would return. The Burkinabes were always asking for forgiveness, but the young men did not want to accept. Some asked that the Burkinabes go home to plant pineapples... in Burkina, there is land too.... The government sent Affi N'guessan¹² and Constant Bombey¹³ with deputies and Abure leaders and cadres from Abidjan to meet with the king and his advisers in order to calm down the young men. When they arrived, they asked the Burkinabes and the foreigners to keep calm and to respect the Abures. The king accepted the plea for forgiveness of the government emissaries. After that, there was a meeting among us, Abures. During this meeting in the youth centre, we could not reach an agreement. On one side, there were certain Abure young men and pineapple growers who did not want the Burkinabes to continue planting pineapple and, on another, those who said that the rental income was their main source of revenue. They had to lease out land to foreigners to provide for the education of their children. The discussions were stormy. It was decided that the Burkinabes could cultivate pineapple once again, provided that the contracts were established at the royal court.

In the dynamics of this crisis resolution, two contradictory positions confronted one another inside the Abure group itself, owing to divergent interests: on one side were the family heads who leased out land, who condemned the destruction of the Burkinabes' pineapples and the measures aimed at prohibiting the lease of land to foreigners. For them, leasing is a source of income needed to face urgent needs: the schooling of children, health care, and funeral expenses. On the other side were the young men, supported by certain large Abure pineapple growers, who thought that pineapple had allowed the Burkinabe migrants to become too independent from their Abure hosts, so much so that they no longer respected them. They also regarded the Burkinabes as competitors in the pineapple sector (in the case of large pineapple growers).

The combined efforts of mediation carried out by government emissaries, the local administrative authorities and (especially) political leaders held in check and pacified the conflict, resulting in the resumption of pineapple production activities by foreign growers, following several months of interruption. The condition posed was that contracts agreed with foreign tenants be recorded at the royal court. Discussions with elders highlighted two points. On the one hand, the registration of contracts promises lucrative economic opportunities for the royal court as the tenant is supposed to pay FCFA20,000

¹¹In Côte d'Ivoire, this expression is employed with respect to any authority in order to ask for his indulgence ... even when no fault is acknowledged. In the context of this conflict, it meant that they besought the local authorities to put an end to the demonstrations of the youth. ¹²A. N'guessan, an Anyi and hence an Akan like the Abures, is the president of the FPI.

¹³C. Bombey was Minister of the Interior Department in the Bédié government, toppled by the military junta in 1999. He was sous-préfet of Bonoua, several decades ago. People recall him as one of the best civil administrators in charge of the sous-préfecture.

Contract			
Object : Transfer of a parcel of land for cultivation			
Between Mrs. N. L.			
Residing in Bonoua (Nat. ID : No. 970 943 200 xxx) and			
Mr. K. L.			
Residing at Djimini-Koffikro (CIC No.: 146 xxx)			
It was agreed as follows:			
(a) Mrs. N. L., customary owner of the above-mentioned parcel of land leases it to			
Mr. K. L. who accepts the same with the intention of cultivating pineapples.			
(b) The parcel of land that Mrs. N. L. places at the disposition of Mr. K. L. is			
identified as follows :			
*Place: Kabido (Bonoua)			
* <i>Total area</i> : 12 ha (twelve hectares)			
(c) The annual lease due to Mrs. N. L. is fixed at FCFA100,000/ha.			
(c) The annual lease due to Mrs. N. L. is fixed at FCFA100,000/ha.			
100,000 x 12 = 1,200,000. Advance 1,200,000 on 5/9/ 2001.			
$1,200,000 \ge 3 = F3,600,000.$			
(d) The duration of the present contract is fixed at 3 years, from 30/8/2001 to			
30/8/2004.			
Established in Bonoua, 30/8/2001			
Owner of the parcel Witnesses The tenant			
(N. L., signature) (signatures) (K. L., signature)			
Stamp of the Royal Court (the secretary, signature)			

FIGURE 2 An example of a formal lease contract

on a lease of FCFA100,000 as 'registration expenses'. On the other hand, a decrease in intra-family litigations was expected from the improved diffusion in Abure society, and therefore within family groups themselves, of information related to transfers through leasing, as a result of registration. This is because the Abures usually live in the town of Bonoua, not directly in the place where they have land. Family members who are not directly involved in agricultural production therefore rarely go to the fields and are not aware of the heir's land management decisions.

On the ground, application of this measure was initiated (see Figure 2), but only in a temporary way. None of the foreign pineapple growers and landowners questioned in 2006 had validated their leasing

contracts before the royal chieftaincy. Abure authorities have therefore been incapable of imposing the new rules of governance in the area of land management, in the form of registration and taxation of tenants on an ethnic basis. This incapacity is related to the fact that traditionally the Abure chieftaincy has no powers of intervention in the administration of family lands, which remains the responsibility of family heads. It must also be recognized that it is not in the interest of Abures who lease out land to allow information to circulate on this subject within their family groups.

The resolution of the 2001 conflict does not mean that tensions between the Abure young men and the Burkinabe pineapple growers have disappeared. These tensions have been amply fuelled by the crisis Côte d'Ivoire has been undergoing since 19 September 2002, with both the party in power and the 'young patriots' (youth movements close to the FPI, the party in power) accusing Burkina Faso of instigating the crisis and providing a base for the rebels occupying the north of Côte d'Ivoire. Hence, in 2006, the relationship between the Abure young men and the Burkinabe tenants was still one of mutual suspicion, as expressed in the remarks of a Burkinabe grower: 'Now, we are very careful with the Abures because they do not like us. If the Abures destroyed our plantations once, it is not out of the question that they will start again a second time.'

The Abure young men, for their part, do not hide their wish to drive the Burkinabe out of their region once and for all: 'Sooner or later, they will have to leave. Right now, we are keeping an eye on them. If a Burkinabe makes the mistake of killing an Abure, we are going to make all of the Burkinabes leave Bonoua.'

CONCLUSION

Abure society has long since adopted smallholder plantation agriculture, based on a variety of tree crops and pineapple production. The spectacular development of this last crop both favoured and was driven by the massive arrival of migrants and by the development of the land lease market. This contributed to an aggravation of tensions within Abure family groups, induced both by the allocation of use rights to foreigners via this market (to the detriment of members of the family group), and by disputes over control of the lease income. These tensions arise particularly between the young men, socially excluded from land management, and their elders, the main recipients of the lease income. These intra-family strains in Abure society underlay the inter-community conflict that erupted in 2001 between foreign pineapple growers and Abure young men.

The intra-family factor underlying this conflict adds, indisputably, to a two-dimensioned socio-political factor. On the one hand, the economic success of Burkinabe pineapple growers, based on access to land made available through the land lease market, allowed them to overturn their 'naturally' subordinate status as foreigners indebted

to the indigenous society. In addition, the land lease market, which is in fact structured on an ethnic-national basis (with Abure owners and Burkinabe tenants) became entangled in the national political game, featuring the stigmatization of foreigners based on the discourse of Ivorian identity. This conflict was quickly quelled, and the civil war which broke out in 2002 did not involve the region studied here, even though the pre-existing factors of community tensions now identify the Burkinabes with the forces of rebellion (Colin *et al.* 2007).

The development of the land lease market is seen by numerous experts and by large international institutions as a device that is likely to favour both efficiency and equity, and, moreover, function as a potential tool in the fight against poverty and exclusion in the rural milieu (de Janvry et al. 2001; World Bank 2003). The case studied here suggests that we need to pay closer attention to two factors which are likely to refute this proposition, at least in part. First, the socio-political dimension of the land market cannot be ignored, especially when this market links social groups differentiated on an ethnic or national basis. Second, one needs to take into account the intra-family dimension of land management. Usually, this dimension is not taken into account in land market analysis, which assumes a unitary model of household decision making regarding family land. Taking into account intrafamily processes is likely to reveal a process of exclusion concerning access to land within the very family groups that contribute to the supply of land to this market. Thus the land lease market can allow for the inclusion of landless producers at the expense of the exclusion of family dependants.

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ABSTRACT

This article is a contribution to reflection on the question of land markets in Africa. Based on a case study of Abure society (Côte d'Ivoire), the article emphasizes, first, the relation between the intra-family dimension of land rights and the functioning of the land lease market. Particular attention is paid to intra-family land tensions induced by the land lease market, and their repercussions in the form of inter-community conflict reflecting the ethnicnational basis of the land lease market (with autochthonous Abure lessors and Burkinabe tenants). Second, emphasis is placed on the socio-political dimension of land tenancy relationships. The article is based on a deciphering of the land rights and land tenure practices within Abure family groups, and of a 2001 conflict which set Abure young men against Burkinabe pineapple growers. Beyond the inter-community conflict surrounding land, the article reveals an intergenerational conflict within Abure society itself between social juniors and the elders who manage family land, regarding the delegation of rights to lease out family land and the distribution of land lease (rental) income.

RÉSUMÉ

Cet article contribue à la réflexion sur la question des marchés fonciers en Afrique. À partir d'une étude de cas sur la société abouré (Côte d'Ivoire), l'article commence par souligner la relation entre la dimension intrafamiliale des droits fonciers et le fonctionnement du marché locatif foncier. Il attire particulièrement l'attention sur les tensions foncières intrafamiliales induites par le marché locatif foncier, et sur leurs répercussions sous la forme de conflit intercommunautaire reflétant la base nationale ethnique du marché locatif foncier (avec des bailleurs abouré autochtones et des locataires burkinabè). Il met ensuite l'accent sur la dimension sociopolitique des relations locatives foncières. L'article s'appuie sur le déchiffrement des droits fonciers et des pratiques foncières au sein des groupes familiaux abouré, et sur l'analyse d'un conflit qui a opposé en 2001 les jeunes abouré aux planteurs d'ananas burkinabè. Au-delà du conflit intercommunautaire entourant la question foncière, l'article révèle un conflit intergénérationnel au sein de la société abouré elle-même, entre les cadets et les aînés sociaux qui gèrent les terres familiales, concernant la délégation des droits de donner à bail les terres familiales et la distribution des revenus locatifs fonciers.