

Political Ecology of Land and Agriculture Concessions in Liberia

By

Emmanuel K. Urey

A Dissertation submitted in partial fulfillment of

the requirements for the degree of

Doctor of Philosophy

(Environment and Resources)

at the

University of Wisconsin-Madison

2018

Date of final oral examination: 05/08/2018

The dissertation is approved by the following members of the Final Oral Committee:

Matt Turner, Professor, Geography

Gregg Mitman, Professor, Medical History and Environmental Studies

Heinz Klug, Professor, Law

Lisa Naughton, Professor, Geography

Jeremy Foltz, Professor, Agricultural and Applied Economics

**APPROVED**

A handwritten signature in cursive script that reads "Matt Turner".

---

Matt Turner

5/29/2018

Date

Professor of Geography

## **ABSTRACT**

The granting of large-scale agriculture concessions to foreign companies is consistent with the Foreign Direct Investment (FDI) development model where foreign companies, usually backed by their home governments, acquire large tracks of land to produce goods and services usually for export purposes. Using theories of political ecology and economy, my dissertation seeks to understand factors that led the Liberian Government to adopt an FDI development model and why this model of development has endured for more than 100 years. I argue that Liberia as a small and weak African country has been manipulated since its creation in service of foreign interests and Liberian elites with a key mechanism being land serving as collateral to foreign loans. Assumptions behind the granting of concessions are lands granted to concessionaires have no claims on them and the development of these lands as concessions would create jobs for local people as well as increase national income. Focusing on the Sime Darby Concession Agreement as a case study, I argue that lands granted to this company have been inhabited by people long before the establishment of Liberia. Ignoring its international obligations, Sime Darby appropriated rural people's lands without their consent, a situation that created conflicts between the company and affected rural communities. In the resolution of these conflicts, affected communities were empowered when they were represented by a legal representative. Conversely, they were disempowered and their vulnerabilities increased when they lost the legal representation that had previously articulated their interests in relation to both national and international laws. I also argue that the promise of economic development of rural communities through the

provision of wage employment has proven false. Rural livelihoods have been negatively impacted and food insecurity increased among households who have lost all their lands to the company despite the gain of employment of some of their members. I conclude that Liberia needs to adopt an alternative model of development that promotes diversification, respect for customary rights, and greater control of the development process by Liberians.

**DEDICATION**

This dissertation is dedicated to my late father, Yarkpawolo Kpele-Kpele (1910-2014), who, although he did not have any formal education, saw the potential of education in me. Because there was no school in our village, he sent me to live with our uncle, Mr. Joseph Urey and his wife Mama. I owe much to Joseph and Mama for taking me in as their son and supporting me.

## ACKNOWLEDGEMENT

I cannot express in words how I appreciate the help of my academic advisor and mentor, Prof. Matt Turner, who has been guiding me since I entered the walls of this great University in 2011. Equally important is the sponsorship and mentorship of Prof. Gregg Mitman. Without these two professors, I probably would not have finished a dissertation and a PhD. I also want to thank the guardianship and critical analyses of other members of my dissertation committee: Prof. Heinz Klug, Prof. Lisa Naughton, and Prof. Jeremy Foltz. This work could have not been possible without their patience in guiding me through. Thank you.

Writing a dissertation is a daunting task that requires the support of many people. I want to thank Dr. Othello Brandy and Dr. Jeanette Carter of Liberia's Land Authority, for their hard push and encouragement. The field work of my dissertation was sponsored by the Land Governance Support Activity (LGSA/USAID). This was done through the leadership of Dr. Mark Marquardt and I remain grateful to him and to all the folks at the LGSA/USAID.

Working with rural people who have been traumatized not only by civil wars and the effect of Ebola, but who are also dispossessed of their lands in the name of "development" is an extraordinary endeavor. I have learned much from them and am humbled by their fortitude and struggles. Such a research is only possible with the cooperation of all stakeholders. I am therefore, thankful to the people of my research communities who showed much patience with me asking questions and following their activities over a period of 9 months. I thank both Liberian Government and Sime Darby officials that allowed me to interview them. I also appreciate my research assistants, Mr. Mohammed J. Nuah and Ms. Musu P. Jallah, for their hard work and support.

Finally, I am thankful to God Almighty, and my wife, Mrs. Vivian Urey, our children: Bobby, Joseph, Lloyd, Emmanuel and Nyamah and to all my family and friends for their support and encouragement.

## Table of Contents

<b>ABSTRACT .....</b>	<b>ii</b>
<b>DEDICATION.....</b>	<b>iv</b>
<b>ACKNOWLEDGEMENT .....</b>	<b>v</b>
<b>CHAPTER 1: INTRODUCTION .....</b>	<b>1</b>
<b>1.1. STATEMENT OF THE PROBLEM.....</b>	<b>2</b>
<b>1.2 REVIEW OF RELEVANT LITERATURE.....</b>	<b>5</b>
1.2.1 Large-scale Agriculture Concessions .....	5
1.2.2 The Land Tenure Security Debate .....	8
1.2.3 Group Governance of Rural Land .....	12
<b>1.3 METHODOLOGY.....</b>	<b>16</b>
1.3.1 Precursors and Structures of Large-scale Agriculture Concessions.....	16
1.3.2 Implications of Land Appropriations for Rural Land Rights and Powers of Rural People Against Land Appropriations .....	18
1.3.3 Effects of the Sime Darby concession on Livelihood Strategies and Food Security of Rural Households .....	19
1.3.4 Research Assistants .....	20
<b>1.4 ORGANIZATION OF THE DISSERTATION .....</b>	<b>21</b>
<b>CHAPTER 2: HISTORY OF LAND CONCESSIONS IN LIBERIA .....</b>	<b>22</b>
<b>2.1 THE CHALLENGE OF SETTLEMENT AND EXPANSION .....</b>	<b>22</b>
2.1.1 American-Africans Early Encounter with Indigenous Africans .....	22
2.1.2 Racial Segregation among the Settlers .....	25
2.1.3 Disease and Attrition of Settler Populations.....	26
2.1.4 Pacification and Expansion.....	26
<b>2.2 THE ESTABLISHMENT OF LAND DUALISM IN LIBERIA.....</b>	<b>27</b>

2.2.1 Overview of Liberia’s Land Laws (1857-2016) .....	29
<b>2.3 FOREIGN LOANS AS A PRECURSOR FOR LAND CONCESSIONS .....</b>	<b>30</b>
2.3.1 The Liberia Frontier Force.....	32
2.3.2 The Firestone Concession Agreement .....	35
<b>2.4 PRESIDENT TUBMAN AND THE OPEN-DOOR POLICY .....</b>	<b>37</b>
2.4.1 The B.F. Goodrich Concession Agreement .....	38
2.4.2 B.F. Goodrich becomes Guthrie. ....	46
2.4.3 Guthrie Rubber Plantation During the War Years .....	48
2.4.4 The Sime Darby Concession Agreement. ....	53
<b>2.5 WHY CONCESSIONAIRES ONLY DEVELOPED A FRACTION OF THEIR GRANTED LANDS.....</b>	<b>63</b>
<b>2.6 CONCLUSION .....</b>	<b>64</b>
<b>CHAPTER 3: SETTLEMENT HISTORIES, LAND TENURE, AND LAND APPROPRIATION .....</b>	<b>66</b>
<b>3.1 SETTLEMENT HISTORY AND LAND TENURE WITHIN THE STUDY AREA .....</b>	<b>66</b>
3.1.1 General Settlement History.....	66
3.1.2 Settlement Histories of the Study Communities .....	70
3.1.3 Contemporary Tenure Arrangements within the Study Area.....	72
<b>3.2 LIVELIHOOD ACTIVITIES AND RELATIONSHIPS TO LAND .....</b>	<b>74</b>
<b>3.3 LAND APPROPRIATION AND LAND RIGHTS .....</b>	<b>77</b>
3.3.1 Early Land Appropriations and Local Resistance.....	78
<b>3.4 SIME DARBY’S ENGAGEMENT WITH LOCAL COMMUNITES.....</b>	<b>83</b>
3.4.1 The Concept of Free, Prior, and Informed Consent (FPIC) .....	84
3.4.2 Lack of Free, Prior, and Informed Consent (FPIC) .....	87
3.4.3 Conflict Over Crops Compensation.....	89
<b>3.5 CONCLUSION .....</b>	<b>95</b>
<b>CHAPTER 4: LOCAL RESISTANCE AGAINST SIME DARBY .....</b>	<b>98</b>

<b>4.1 COMMUNITY RESISTANCE AGAINST SIME DARBY .....</b>	<b>99</b>
4.1.1 Affected Communities Seek Third Party Intervention.....	100
4.1.2 The President’s Visit .....	102
<b>4.2 RENEGOTIATING FPIC IN THE IMPACTED COMMUNITIES .....</b>	<b>107</b>
<b>4.3 ESTABLISHMENT OF A SUSTAINABLE PARTNERSHIP INITIATIVE.....</b>	<b>108</b>
4.3.1 The Project Affected Community School.....	111
4.3.2 Establishment of a Cultural Endowment Fund (CEF) .....	113
<b>4.4 CONCLUSION .....</b>	<b>119</b>
<b>CHAPTER 5: INVESTIGATING SIME DARBY OVER CROP COMPENSATION PAYMENTS.....</b>	<b>122</b>
<b>5.1 ESTABLISHMENT OF THE INTERNAL INVESTIGATION COMMITTEE.....</b>	<b>122</b>
5.1.1 The Aggrieved Farmers’ Position Statement .....	125
5.1.2 Sime Darby Response to the Aggrieved Farmers’ Position Statement .....	127
5.1.3 Affected Farmers’ Counter Response to Sime Darby Press Release .....	128
<b>5.2 THE PEACEFUL SIT-IN ACTION .....</b>	<b>130</b>
5.2.1 Meeting with Sime Darby Liberia Management Officials.....	136
5.2.2 Meeting at the Capitol Building.....	137
<b>5.3 THE IIC INVESTIGATION RESUMES.....</b>	<b>145</b>
5.3.1 The IIC Final Report.....	147
5.3.2 A New Country Manager of Sime Darby and a Second Peaceful Sit-in Action .....	153
<b>5.4 PAYMENT FOR CROPS.....</b>	<b>156</b>
<b>5.5 CONCLUSION .....</b>	<b>158</b>
<b>CHAPTER 6: LIVELIHOOD STRATEGIES AND FOOD INSECURITY .....</b>	<b>161</b>
<b>6.1 METHODOLOGY.....</b>	<b>161</b>
<b>6.2 DATA PRESENTATION AND ANALYSES.....</b>	<b>168</b>
6.2.1 Survey Respondents Profiles and Household Demographics .....	168

6.2.2 Sime Darby Land Acquisition and Lack of Compensation.....	170
6.2.3 Sime Darby Employment .....	170
6.2.4 Confusion Surrounding Sime Darby Payments to Workers.....	173
6.2.5 Changes in Livelihoods .....	175
6.2.6 Changes in Wealth and Income .....	177
6.2.7 Indebtedness .....	178
6.2.8 Levels of Food Insecurity .....	179
<b>6.3 WOMEN VULNERABILITIES AND SOCIAL CHANGES.....</b>	<b>184</b>
<b>6.4 SIME DARBY'S FAILED AGRICULTURE PROJECT.....</b>	<b>187</b>
<b>6.5 CONCLUSION .....</b>	<b>191</b>
<b>CHAPTER 7: CONCLUSIONS AND RECOMMENDATIONS.....</b>	<b>193</b>
<b>7.1. RECOGNITION OF LANDOWNERSHIP RIGHTS FOR RURAL LIBERIANS.....</b>	<b>195</b>
7.1.1 The Land Rights Act.....	195
<b>7.2 THE FUTURE OF AGRICULTURE IN LIBERIA.....</b>	<b>201</b>
<b>7.3 LEGAL REPRESENTATIVE FOR AFFECTED COMMUNITIES .....</b>	<b>207</b>
<b>7.4 THE ROLE OF THE RSPO.....</b>	<b>208</b>
<b>7.5 CONCLUSION .....</b>	<b>210</b>
<b>BIBLIOGRAPHY .....</b>	<b>211</b>
<b>APPENDICES .....</b>	<b>219</b>
<b>1.0 INTERVIEW CHECKLISTS .....</b>	<b>219</b>
1.1 Interview Checklist for Impacted Communities (ICs).....	219
1.2 Interview Checklist for Dispossessed Communities (DCs).....	220
1.3 Interview Checklist for Government Officials.....	221
1.4 Interview checklist for Company Officials.....	222
<b>2.0 LOCAL EVENTS CHRONOLOGY (LEC) .....</b>	<b>223</b>

<b>3.0 SOCIO-PROFESSIONAL GROUPS (FORM SPG)</b> .....	<b>224</b>
<b>4.0 HOUSEHOLD SAMPLING FRAME</b> .....	<b>225</b>
<b>5.0 HOUSEHOLD SURVEY</b> .....	<b>226</b>
<b>6.0 CONSENT FORM</b> .....	<b>233</b>
<b>7.0 TABLE OF AGRICULTURE CONCESSIONS AS COMPILED BY BUREAU OF CONCESSIONS</b> .....	<b>234</b>
<b>8.0 PRICE LISTS</b> .....	<b>235</b>
8.1 Price List (2009) without Method of Calculation .....	235
8.2 Price List (2013) with Method of Calculation .....	236
<b>9.0 IMPACTED COMMUNITIES RECOMMENDATIONS TO SIME DARBY</b> .....	<b>238</b>
<b>10.0 LETTERS</b> .....	<b>239</b>
10.1 Nelson Institute Recommendations .....	239
10.2 Ministry of Internal Affairs Recommendation.....	240
10.3 Interim Land Task Force Recommendation.....	241
10.4 Request for Permission to Interview Ministry of Agriculture Officials.....	242
10.5 Request for Permission to Interview Sime Darby Officials.....	243
10.6 Permission to observe the IIC Investigation Letter.....	244
<b>11.0 AGGRIEVED FARMERS AND SIME DARBY POSITION STATEMENTS</b> .....	<b>245</b>
11.1 Aggrieved Farmers Position Statement .....	245
11.2 Sime Darby Response to Aggrieved Farmers .....	249
11.3 Aggrieved Farmers Counter Response to Sime Darby .....	251
<b>12.0 SECOND MEETING OF THE SPI MINUTES</b> .....	<b>254</b>

## **LIST OF TABLES**

Table 1 Characteristics of Study Villages.....	20
Table 3. 1 List of RSPO Principles.....	86

Table 3. 2 Descriptions of Sime Darby Land Appropriations .....	87
Table 4 List of SPI Sub-Committee and Functions .....	111
Table 5. 1 Number of hand pumps in the DCs as presented by the AF Leadership .....	129
Table 5. 2 Sime Darby Junior Managers testimonies adopted from the IIC Final Report ....	149
Table 6. 1 Comparing study villages .....	164
Table 6. 2 Respondents' Profiles.....	169
Table 6. 3 Household livelihood activities before Sime Darby arrival and in 2016.....	176
Table 6. 4 Indicators of wealth of households .....	177
Table 6. 5 Mode of food acquisition of households.....	181
Table 6. 6 Source(s) of money for purchasing food in the DCs .....	181
Table 6. 7 Source(s) of money for purchasing food in the ICs.....	182
Table 6. 8 Factors contributing to households' food difficulties.....	183

## **LIST OF FIGURES**

Figure 2. 1 Broadly defined land granted to B.G. Goodrich in 1954 .....	41
Figure 2.2 Map of Guthrie Plantation.....	48
Figure 2.3 Sime Darby "mapped" Concession .....	56
Figure 2. 4 Sime Darby Plantation, 2016.....	60
Figure 4 Dispossessed communities school.....	112
Figure 5 Women blocks road leading to Sime Darby Plantation.....	130
Figure 6. 1 Affected communities in and around Sime Darby Plantation.....	163
Figure 6. 2 A Sime Darby Worker pay slip .....	174

**LIST OF BOXES**

Box 4 Principles of the CEF as outlined in the CEF proposal.....	116
box 5. 1 details of the IMOU as outlined in the IMOU document .....	143
Box 5. 2 Procedures for conducting the IIC investigation.....	146
Box 5. 3 Crops payment agreement document .....	157
Box 6 Agriculture sub-group recommendations.....	190

**EQUATION**

Equation 1 Calculating household rice .....	179
---	-----

## CHAPTER 1: INTRODUCTION

There are numerous reports that the growing demand for biofuels, food and other agriculture products is driving large-scale foreign land concessions in developing countries (e.g. Von Braun & Meinzen-Dick, 2009; Matondi, Havnevik, & Beyene, 2011; Franco, 2012). For example, during the 2017 World Bank Conference on land and poverty held on April 26th in Washington DC, the International Land Coalition reported that a new land matrix database revealed 1,006 land deals amounting to 70,217,083 hectares of land, which equals the size of half of Western Europe. Most of these lands are in Sub-Saharan Africa (SSA), Southeast Asia, South and Central America, (Borras, et al, 2011). In a World Bank 2010 report, researchers indicate “a conservative estimate is that, in developing countries, 6 million ha of additional land will be brought into production each year to 2030” (Deininger & Byerlee, 2011, p. xxviii).

Liberia, a country emerging from a 14-year devastating civil war, which is also recognized as a global biodiversity hotspot (Hanson, et al. 2009; Brooks et al. 2002), is no exception to large-scale land appropriations. From 2006-2012, the country granted 8 large-scale agriculture concessions to private multinational companies. These concessions together cover 1,000,793 hectares (gross concessions), of which 133,315 hectares have been developed.<sup>1</sup> One of these multinational companies is Sime Darby Plantation-Liberia (Sime Darby), which entered an agricultural concession agreement with the government of Liberia

---

<sup>1</sup> Gross concession are broadly defined lands granted to the concessionaire where suitable lands are to be identified by it for development purposes. For example, Section 4. 1 c of Sime Darby’s concession agreement indicates that it, along with the Government of Liberia would identify an area of land equal to 311,187 hectares in Gbarpolu, Bomi, Grand Cape Mount and Bong counties. These 311,187 hectares is called the “Gross Concession Area”. Together the company and the Government would conduct a survey to identify and select 220,000 hectares (actual concession land) from the gross concession area where the company would conduct its development activities. An additional 44,000 hectares from the gross concession area would be set aside for a small holder out-growers program.

in July 2009 covering 311,187 hectares of rural land. These 8 concession agreements, along with 5 previously-granted gross agriculture concessions, together cover nearly 10% of the country's arable land area.

These agreements grant all development rights to the area encompassed by the concession and supersede any informal rights held by rural communities. As a development strategy, these concession agreements are tied to strategies of privatization and attracting foreign direct investment as promoted by the World Bank and other international development institutions. At the time of the granting of the Sime Darby concession in 2009, the government of Liberia promoted it as leading to an investment of \$800 million by the company and creating an estimated 30,000 jobs. Yet, there is little understanding of the realized benefits of these projects nor how these large-scale land appropriations affect rural populations. Historically, the granting of concessions has been marred by displacement of local populations, marginalization of rural Liberians and land conflicts in Liberia.

### 1.1. STATEMENT OF THE PROBLEM

Several researchers have studied the history of large-scale agriculture concessions in Liberia (Clower, 1966; Carlsson, 1981; Chalk, 1967; Siakor, 2012; Lanier and Wilhelmsen, 2012) but there has been little work on the impacts of these concessions on rural people, a gap this dissertation seeks to fill. Specifically, I investigate why the Liberian Government adopted a development model based on the granting of large-scale concessions to foreign companies and why this failed model of economic development has endured for more than 100 years.

Second, this dissertation investigates the impacts of Sime Darby land appropriations on communities that are located inside and around the company's plantation. The company took over an old rubber plantation and after cutting down the rubber trees in anticipation of replanting the land with oil palms, appropriated new lands belonging to rural people. Rural landowners who did not form part of the concession negotiations and knew nothing about

Sime Darby's intentions only saw the company appropriating their lands. As the company was effectively clearing lands, disputes between affected communities and the company ensued. Other communities surrounding the Sime Darby plantation that were threatened by land appropriations resisted. A significant portion of this dissertation focuses on the methods of the company's land appropriations, local resistance and how government intervention further increased the vulnerabilities of the affected communities.

Third, this dissertation investigates how the food security and livelihoods strategies of households are affected once land appropriations begin. With land appropriation, rural people who depend on subsistence agriculture are abruptly brought more fully into the wage economy. They no longer grow food for self-consumption. There may be uneven social effects of these transitions with the potential for some benefiting and some severely harmed. This dissertation addresses this question by conducting open-ended interviews and household level questionnaires in impacted communities (ICs) and dispossessed communities (DCs) and gathering data on changes in food security and livelihood strategies.<sup>2</sup>

More specifically, using a combination of archival and fieldwork, I address the following questions:

1. In the Liberian context, what factors led the government to grant large-scale agriculture concessions to foreign companies and how were these concession agreements structured?
2. How do large-scale land appropriations for concessions affect rural land rights and what powers do rural people hold against these appropriations?

---

<sup>2</sup> Impacted communities (ICs) are communities that lost part of their community lands to foreign companies. Dispossessed communities (DCs) and communities that have lost all their community lands to foreign companies.

3. What are the effects of the Sime Darby concession on the livelihood strategies and food security of rural households?

These questions are addressed in the following chapters: The history of land concessions and the rationale behind the granting of large-scale concession are described in chapter two. The impacts of Sime Darby land appropriations on rural land rights, local resistance and government interventions are discussed in chapters three, four, and five. Livelihood strategies and food security of households are presented in chapter six. Recommendations that may inform policy formulations and conclusion are presented in chapter seven.

In the following sections, I present a review of the relevant literature. The literatures reviewed are divided into three broad categories: the literature on large-scale agriculture concessions explores the magnitude of global land grabs and highlights gaps, which my research seeks to address. Next is the debate surrounding land tenure and tenure security. The focus of this debate is private property rights, which private sector and development agencies push for, versus common property rights, which are mostly pursued by social scientists to address problems associated with rural land reforms. After presenting analytical constructs of the land tenure debate, I present a framework, which I call group governance of rural land. I argue that group governance of rural land can be a useful framework for the management of rural lands but external factors such as the granting of large-scale rural land to foreign companies without the express consent of rural people can undermine the successful application of this framework.

The chapter ends with a presentation of the research methodology. I use a mixed methods approach that combined both qualitative and quantitative methods. While the quantitative method uses numbers to measure magnitudes of and relationships among variables, the qualitative method provides a basis for interpretation of quantitative

relationships by exploring the complexities of the impacts of the Sime Darby Concession on the people of Bomi and Cape Mount Counties.<sup>3</sup>

## 1.2 REVIEW OF RELEVANT LITERATURE

In this section I briefly review relevant literatures and theoretical perspectives that inform my work on the history of agriculture concessions, local people's rights, and government motivations in granting agriculture concessions to foreign companies in Liberia.

### 1.2.1 Large-scale Agriculture Concessions

Even though there has been a long-standing interest within the literature on the granting of large-scale agriculture concessions to private companies, the 2008 global food and financial crises and its aftermath greatly renewed this interest. Specifically, the 2008 GRAIN report outlined the causes of the “global land grab”<sup>4</sup> into two categories: First, global food and financial crises were triggering food-insecure governments (of both developed and developing countries that rely on food imports or likely to rely on food imports in the future) to “grab” lands from least developed countries through bilateral agreements. Second, private corporations (backed by their home governments), seeking alternative investments and profit making, were turning to “foreign land as an important source of revenue” (GRAIN, 2008 p.1). Even though the extent of land grabbing is difficult to determine due to the secret nature of many of these agreements, previous reports provide various estimates to the extent of the transfers ranging from: 20 million hectares between 2005 and 2009 (IFPRI 2009 as reported

---

<sup>3</sup> Bomi and Grand Cape Mount counties are two of the counties that form part of the Sime Darby concession agreement. The company is currently operating in these two counties.

<sup>4</sup> Although this is a contested term, global land grabbing here refers to the power to obtain land and its associated resources such as water, mineral or forest (Franco et al. 2012). This power to control land can take many forms. For example, it can take place through bilateral agreements where a land owning developing country gives large land to another country or through Foreign Direct Investment where multinationals or foreign companies are given large track of lands for “development”. Land grabbing can also take place within the borders of a country where local and national elites capture large track of lands from local people.

in Franco et al. 2012) to 45 million hectares from 2007-2008 (WB Report 2010 as reported in Franco et al. 2012).

Even though the GRAIN report raised the two important issues discussed above, it and other treatments of the phenomena (De Schutter, 2011; Borras, Jr. et al. 2012; Franco et al. 2012) do not discuss the politics of foreign land acquisition, which is important for understanding large-scale land appropriations. For instance, Baird (2014), working in the Ratanakiri Province of Cambodia, reports that to understand “land grabbing” in Cambodia, we need (in addition to studying the flow of foreign capital) to study the politics of “elite capture” (the process whereby a Cambodian elite pairs with a foreigner in buying large track of land). Elite capture may also refer to a process whereby the benefits of large-scale concessions may accrue to few individuals who are either government officials or who have connections with government officials, a process that is prevalent in many African countries but has not been sufficiently studied. Likewise, Borras et al. (2011) raise several important questions that have been insufficiently addressed in the literature. Commenting on the World Bank (WB) 2010 report on agriculture, the authors state that although the seven principles “for responsible agriculture investments” outlined in the report are good, their social, economic and political implications for rural people are not adequately addressed through on-the-ground rigorous analyses.<sup>5</sup> They further argue that the WB report does not address the questions of who wins and who loses in large-scale land appropriations, highlighting the

---

<sup>5</sup> The principles as outlined in the 2010 World Bank Report include: 1. Existing rights to land and associated natural resources are recognized and respected; 2. Investments do not jeopardize food security but rather strengthen it; 3. Processes for accessing land and other resources and then making associated investments are transparent, monitored, and ensure accountability by all stakeholders, within a proper business, legal, and regulatory environment; 4. All those materially affected are consulted, and agreements from consultations are recorded and enforced; 5. Investors ensure that projects respect the rule of law, reflect industry best practice, are viable economically, and result in durable shared value; 6. Investments generate desirable social and distributional impacts and do not increase vulnerability; and 7. Environmental impacts due to a project are quantified and measures taken to encourage sustainable resource use while minimizing the risk/magnitude of negative impacts and mitigating them.

urgent need for in-depth analyses that consider political economy and ecology (Borras et al. 2011).

There is also the question of motivations. Why do national governments grant concessions? In addressing this question, Cotula et al. (2009) discuss three motivations. First, the granting of large-concessions can serve as sources of revenue for national governments. Second, it is perceived that these concessions would create employment for the citizens, thereby improving the overall standard of living. Third, the perceived vacant nature of most rural lands that need “development” can serve as precursor to granting land appropriations rights to private companies. The degree to which both national governments and concessionaires hold these motivations or expectations is an important focus for future research.

Furthermore, large-scale land appropriations pose risks and mitigation strategies have not been sufficiently studied. For example, Cotula et al. (2009) analyzed land concessions data from seven countries across Africa and cautioned that the perception that land is abundant, an argument used to support these projects, needs to be reassessed. Lands that are called “vacant” by governments often have a long history of use by rural peoples. Customary or informal claims held by rural peoples to “vacant” lands are common. Thus, these large-scale land appropriations may, through exclusion, undermine rural cultures and livelihoods. Therefore, mitigation strategies are needed. Mitigation strategies need to be both country-specific as the situation in one country may be different from other countries. These considerations are important for critical engagements with the choices made about where agricultural concessions are placed.

My research seeks to address these limitations by adopting a political ecology perspective on the politics of large-scale land appropriations in Liberia. Blaikie’s (1985) political economic treatment of soil erosion posited that in order to study and understand

factors contributing to soil erosion, we need to not only start with a particular place where actual soil erosion occurs, studying the biophysical forces contributing to soil erosion, but also the broader social, political and economic forces that influence the distribution of resource access shaping peoples' relationship to their environment. This political ecology approach (see Robbins 2004) should prove insightful for understanding the phenomena of large-scale land appropriations such as the Sime Darby concession in Liberia where the allocation of resource rights and material landscape transformations are shaped by both local and global forces.

A major aspect of the politics surrounding large-scale agricultural land concessions is how different claims to land are recognized by national and local actors. Since large-scale concessions and land appropriations are facilitated through the active ignorance of the customary rights and reflect views of the need to improve land tenure security, the literatures on land tenure and land tenure security are addressed in the following section.

### 1.2.2 The Land Tenure Security Debate

As a bundle of rights, land tenure is broadly defined as the rights and obligations of an individual, groups of people, organization(s) or government to use, manage or own land and the recognition of these rights by the broader society without forceful interference or evictions for a specific period of time (Bruce, 2006; Boudreaux et al., 2009; Demsetz, 1967; Scott, 1998; Penner, 1996 Unruh, 2003; Johnson, 1972). This common-law definition of land tenure security can be applied to customary land tenure but in a slightly different way. The metaphor suggests that in customary systems, certain rights are easily separable from others and therefore, potentially, alienable, which simplifies the embedded and negotiable aspects of customary tenure institutions. For example, Bruce & Migot-Adholla, 1994, while conducting study on customary land tenure systems in Ghana categorized communal tenure system into three broad categories based on the ability to transfer land rights: Complete land rights where

a parcel of land can be sold by the owner(s). Preferential land rights where a parcel of land cannot be sold but can be transferred through gifts or bequests during the lifetime of the owner(s). The last category was the limited transfer, where the owner(s) is unable to exercise any of the powers of the first or the second category as defined above. Transferability of land rights is not the only element of customary land rights. There is also the ability to “land use rights”, which members of customary communities have. Like statutory land rights, these land use rights can be broken up and reconnected during different land use seasons. For example, one who clear a parcel of land for growing rice has rights over the land resources such as natural oil palms, fishing rights and fire wood rights over the cleared parcel from the growing to the harvest seasons. The rights to plant long lasting tree crops is another rights that rural people hold. Once who plant tree crops has right over the parcel of land for the life span of the tree crops. Cultural right is another form of customary land rights.

Security of tenure for land is the degree of certainty that landowners have that their lands rights are recognized by others and are protected against other people’s or institutions’ interest. Security of tenure encourages long-term land use decisions and land use planning. Security of tenure also means that there are rules to protect landowners’ rights. Society establishes processes by which people obtain land and security of tenure. The process of gaining “secure” access to land has been subjected to debate among scholars and development practitioners. Many development institutions such as the World Bank, the International Monetary Fund (IMF), European Union (EU) and the United States Agency for International Development (USAID) have supported land-titling programs to increase tenure security to spur investment through the formalization of private rights to land (Johnson, 1972; Feder and Feeny, 1991). They argue that the ambiguity surrounding customary land rights impedes (1) access to credit, (2) good land management strategies, (3) interest in long-term investment in land, and (4) markets, which are seen as preconditions for economic

development. These viewpoints often refer to the important role of private land rights in the history of economic development in the First World (Feder & Noronha, 1987). But the claim that informal land claims are associated with insecurity and thereby inhibits good land management strategies, interests in land investment and access to credit has been questioned (Atwood, 1990; Bromley, 2009; Platteau, 1992).

Formalization of private land ownership may not be the development solution as advocated by some development practitioners because: 1. The process of land titling can lead to perverse and negative consequences (including increased tenure insecurity); and 2. Customary tenure systems can provide levels of security conducive for investment and good land husbandry. Through a series of empirical studies, scholars have shown that land privatization may impede livelihoods and undermine development in some places (Atwood, 1990; Bromely & Feeny, 1992; Barrows & Roth, 1990). For example, Atwood (1990) in his article *Land Registration in Africa: The Impact on Agriculture Production* concludes that “individual use rights characteristics of most African land tenure systems are most often secure ” but that the tenure security associated with customary African land tenure systems are different from Western tenure systems because African land tenure systems operate in informal systems that are not legally recognized (“limits of the law”) and individual land rights are conditioned on group land rights. These plural rights (individual land rights embedded in group land rights) make it very difficult to create private land rights in the Western sense. Others have demonstrated that rural economies and poor governments cannot absorb the prohibitive cost of land titling programs - particularly the cadastral survey system that requires high technology and trained professionals with the cost of titling outweighing the benefits (Barrows & Roth, 1990; Bromley, 2009). In addition, privatization through land titling promotes individualism in land holdings; a phenomenon that can undermine rural culture and livelihoods.

Empirical studies also show that customary tenure systems can provide certain levels of security conducive for investment and good land husbandry (Bassett & Donald Crummey, 1983; Platteau, 1992; Barrows & Roth, 1990). For example, Bromley & Feeny (1992) in their book, *Making the common work: theory, practice and policy*, demonstrate the promise of customary and common property management. Focusing on coordination as a key component in the management of common resources, the authors developed a framework for governing common property. They identify three attributes/variables of common property that have important implications for its management. First, the physical attributes of the specific resource and the technology used to appropriate its yield must be identified. Second, the decision-making arrangements (organization and rules) that govern relationships among users, as well as relevant others should be put in place. Third, identification of mutual choice of strategies and consequent patterns of interaction among decision makers are important. These attributes or factors are important when accessing common property regimes.

Platteau, (1992) questions the property rights school of thought that for development to take place, there has to be clearly defined and registered individual land rights in Africa. In *Formalization and Privatization of Land Rights in Sub-Saharan Africa - A Critique of Current Orthodoxies and Structural Adjustment Programs*, he proposes that an institutional change approach may be feasible to strengthening land rights in Africa but three key questions should be answered. First, a critical analysis of the need for formalization through land titling/registration has to be carried out. Second, if there are needs for formalization, the next question should focus on whether such formalization should grant exclusive rights to individuals and prohibit group ownership. The third question should center around the free market exchangeability and mortgage ability of the formalized lands. These questions are important because without paying attention to them, the establishment of African land

formalization may erode existing tenure security that reside within the social fabric of most African societies.

Not all land formalization through privatization leads to tenure security. Privatization through land registration may negatively impact different ways in which informal agriculture operates and economic risks are dispersed (Barrows & Roth, 1990). This is true for swidden agriculture which depends on fallowing requiring large amounts of land with different people involved.

Berry (1993) questions theories of agrarian change that economic progress comes through market competition in which competitors, seeking to maximize profits, innovate methods of efficient production with the state playing a neutral role through regulation. In critique of this theory, Berry indicates that a certain kind of power that is ignored is "market power", which firm and individuals use to protect themselves against market hazards. She questions the notion that contracts and institutions in rural economics adjust in order to reduce transaction costs associated with asymmetry in information processes. She further argues that because resources upon which production depends are controlled by capitalists, they are in the position to exercise "hegemony vis-a-vis the state". We see this kind of hegemony developing in situations of weaker states and powerful companies. For the most part, weaker states with limited capacities grant large tract of lands to powerful companies. Sometimes the agreements that bind weaker states and powerful companies are not implemented because states have no enforceable mechanisms to hold such companies accountable.

### 1.2.3 Group Governance of Rural Land

Given the discussion above, I discuss a combination of approaches I call group governance of rural land. Group governance of rural land is based on Ostrom's Common Pool Resources (CPR) Framework, which states that a community is more likely to sustainably govern and

manage common resources if there are clear resource boundaries, governing and management strategies meet local needs, rules and decision making are decentralized and the rights of locals are respected by outside authorities (Ostrom, 1990). Group governance of rural land takes a type of quasi-corporate nature in which a local community formally identifies its land holdings (establishes clear resource boundaries), develops rules and regulations to govern its land holdings and establishes governing authority to manage its land holdings and enforces rules. A major criterion for application of group governance of rural land is the recognition of rural land rights by the national government (respect by outside authorities).

One limitation of Ostrom's framework has been that rights, responsibilities and rules are presented as being clear and transparent when in fact in most rural situations these rights are negotiated, conflicted, and historically embedded (Agrawal, 2003). Therefore, two additional literatures provide concepts that provide useful ways to understand the political process of group governance of rural land: negotiated rights to resource bundles, and resource access frameworks stemming from political ecology (Blaikie, 1981; Blaikie and Brookfield, 1987; Ribot & Peluso, 2003)

In their book, *Land and the politics of belonging in West Africa*, Kuba and Lentz (2006, p.8), describe "bundles of ownership" tied to communal land as involving mediation and negotiation mechanisms whereby "membership in specific communities or groups is based on descent, shared histories of migration or flight, physical proximity and political allegiance". These shared histories and political allegiance in rural communities create an opportunity for community members to work together in addressing resource management issues. In the same way, there are individual sticks (rights) within the bundles of "land ownership", there are individual stakeholders within the bundles of owners and group governance of rural land seeks to involve the individual stakeholders within the decision-

making process.<sup>6</sup> Additionally, governance that ensures some level of equality and fairness is a major focus of group governance of rural land.

Ribot and Peluso (2003) define “access to resources” as the ability to effectively utilize resources. In dealing with rural land reforms, we leave questions of absolute ownership and turn to how people access resources and what factors impede their ability to access and make productive use of land resources. For example, we should ask questions like how do rural people gain access to the land? What obstacles do rural people face in accessing land and resources? What power relations impede or improve accessing land? This approach forces us to pay attention to the imbalance of power relations and how this contributes to people’s ability, or lack thereof, in accessing land and other resources. For example, critics of customary land tenure have argued that it does not support the rights of women and migrant groups. Instead of asking whether women and migrant groups own land, we should ask how do women and migrant groups access lands and land resources to support their livelihoods. What factors impede their abilities in accessing resources? For example, an intervention such as the granting of large-scale agriculture concessions without the consent or inputs of local women can affect peoples’ ability to make effective use resources thereby affecting their food security.

---

<sup>6</sup> Although challenged by some (Duncan, 2002), land tenure is often defined as a bundle of land rights (Demsetz, 1967; Scott, 1998; Penner, 1996). The bundle can be divided into three major components: physical, relational and temporal. The physical components (sticks within the bundle) contain the right to soil, water, trees, minerals and any physical elements. The relational component deals with relationship among individuals. The temporal nature of land tenure can be divided into two categories: freehold and leasehold. Freehold is a land tenure holding that is long-lasting. Under this land tenure holding, the freeholder is free from the government to sell, rent, give, use, and exclude others as well as to pass it to his or her heirs. On the contrary, leasehold entails land tenure that is short and sometimes temporary. The leaseholder does not have a long-lasting ownership of the land.

Identification of impediments or barriers to accessing land resources may help us develop better tools that may strengthen women and migrant groups' abilities in accessing resources and group governance of rural land may be a useful in this regard. Once we focus on the abilities to access resources, we can easily identify the stakeholders or decision makers in distributing resources. This analysis leads us to the environmental entitlement framework developed by Leach and Mearns (1999). Using this approach, our unit of analysis is the institution, which is defined as "regularized patterns of behavior between individuals and groups in society" (Mearns, 1995a p. 103 quoted in Leach & Mearns, 1999, p.226). We focus on questions such as what types of institutions exist within a given community and what resource-use interests each institution brings to the table? How does the interest of one institution compete against those of other institutions in a community? What impact do these competing interests have on sustainable use of land resources? Seeking empirical answers to these questions may compel us to rethink and question intra-community homogeneity that serves as the basis for common property resource management strategies. In a group governance of rural land model, all stakeholders are involved in decision-making and because of this, competing interests can be debated and a compromise can be reached. This makes enforcement of rules easier.<sup>7</sup>

But local institutions are socially, economically and politically embedded in regional, geopolitical institutions, a phenomenon Moore (1983) calls "semi-autonomous social fields", and as such we cannot fully discuss equitable distribution of resources and sustainability without discussing these larger institutions. In the same way a local community has diverse institutions with competing interests, larger geopolitical institutions have competing interests

---

<sup>7</sup> Stakeholders in this case refer to every subgroup in the community. These include to women, youths, men, elders, religious organizations, and so on.

in the allocation of resources. Oftentimes when conflicts arise between local institutions (such as subsistence farmers) and geopolitical institutions (such as granting of large agricultural concessions to multinational companies by national governments), the outcomes favor the larger geopolitical institutions. This is because the resource allocation powers invested in national government supersede that of local institutions. Therefore, theories promoting decentralization of resource governance and management may be useful in promoting group governance of rural land (Ribot, 1999; Agrawal & Ribot, 1999).

In the complex web of rural land tenure systems that exist in and around the Sime Darby concession area, it is difficult to tie all the rights held in land to an individual but those rights can be tied to a group of people who share histories and reside on a common piece of land. The group can then develop its own rules and set up management team. Therefore, the two perspectives (resources access and entitlement) along with CPR framework discussed above provide powerful tools for analyzing land tenure issues and resource management in my research communities.

### 1.3 METHODOLOGY

My research is concerned with understanding the broader history of land concessions, impact of land appropriations on rural land rights, livelihood strategies and food security impacts of large-scale agriculture concessions in Liberia. The work involved a mix of archival work and fieldwork with communities who are variously positioned (both geographically and politically) with respect to an important concession, Sime Darby, which was granted concessions in Bomi, Bong, Gbarpolu and Grand Cape counties of southwestern Liberia. The methods used to address each of the questions are described below.

#### 1.3.1 Precursors and Structures of Large-scale Agriculture Concessions

In this first part of my research, I sought to understand the role of agriculture concessions in the general political economic history of Liberia. I used primary and secondary sources to

understand the reasons behind Liberia adopting a Foreign Direct Investment (FDI) model of economic development and why agricultural concessionaires became interested in investing in Liberia. According to the Liberia Bureau of Concessions, there were 13 large-scale agriculture concessions operating in Liberia in 2014. Since complete randomization was not possible in choosing a sample of the concession agreements due to incomplete information on some of the concession agreements, I chose the Sime Darby Liberia Concession area using the following criteria. There needed to be adequate research materials about the concession to be the focus of this research. Necessary materials included the availability of actual agreements, and the availability of relevant archival materials. Archival research was conducted to search for and analyze primary documents. These included personal letters from individuals connected with concessions, and official documents such as memoranda written during the period under study. These sources illuminated the forces and interests behind the scenes that led to these concession agreements.

In addition to this archival work, I conducted interviews with key informants. Key informants included company officials, government officials connected with granting of concessions, and traditional leaders whose lands were granted into concessions. Other key informants included, women, young adults, men, elders, and non-government organizations (NGOs) who were involved in seeking to defend environmental, land and women rights. The purpose of these interviews was to gather first-hand information on the nature of agriculture concession operations and to further triangulate pieces of information gathered from both the primary and secondary sources.

Questions to government officials focused on the overall land and agriculture policies of the Liberian government and how those policies formed the basis for granting large-scale agriculture concessions. For company officials, open-ended questions focused on descriptions of their companies including company goals and objectives, Free, Prior and Informed

Consent (FPIC) process, and the provision of social services<sup>8</sup>. Other open-ended questions focused on compensation, resettlement packages as well as processes of settling disputes with communities. Focus groups and interviews of local leaders were conducted to gain a general understanding of their communities, histories and livelihood practices, land tenure issues, as well as history of land appropriations. For details of the type of questions, see the interview checklists in Appendix 5.0.

### 1.3.2 Implications of Land Appropriations for Rural Land Rights and Powers of Rural People Against Land Appropriations

The second question in this dissertation sought to understand implications of large-scale land appropriations for rural land rights and powers rural people hold against land appropriations. Like the first question described above, I used secondary and primary sources to gather data. Secondary sources opened windows for me to look at settlement histories of people and how land rights and rules governing land developed in the study communities. I focused on the work of two authors. Momolu Massaquoi (1869-1938) was the son of a Vai chief and Liberian diplomat. Although there are other accounts of the origin and settlements of the Vai people and their interaction with the Golas, his narrative is the most outstanding account of the migration of the Vai people and their subsequent conquering of the Gola people. Second, I focus on the work of Warren d’Azevedo (1920-2014) who was an anthropologist that pioneered the study of the Golas ethnic group.

I lived and worked in the study communities for 9 months in 2016. During this period, I conducted general meetings with community members. I also conducted focus group discussions with women, elders, Sime Darby workers, and youths. In addition, I conducted

---

<sup>8</sup> Based on the fundamental principle of human, FPIC is a process where rural people are given adequate pieces of information about the costs and benefits of development projects that affect their lands and livelihoods. The process involves seeking the free will (without any induced influences) of rural people to either agree or disagree with development proposal.

personal interviews with Sime Darby managers, high and local level government officials, and with key informants. I attended meetings of community members, and meetings between community members and Sime Darby officials as well as government officials. I was present and observed a 4-day strike, which was initiated by affected community members that stalled the company operations. I attended a meeting between the leadership of the affected communities, Sime Darby officials and Liberian Government officials at the Capitol building. During the analysis of the data (December 2016 –May 2018), I made two follow-up visits to gather missing pieces of information. I also sent my research assistants to the study communities to gather additional information since I was following the investigation of a dispute over crops payment between the affected communities and Sime Darby. Moreover, I conducted phone interviews with key informants.

### 1.3.3 Effects of the Sime Darby concession on Livelihood Strategies and Food Security of Rural Households

The third and final portion of my dissertation sought to understand changes in livelihood strategies and food security of households in communities surrounding the Sime Darby concession. To better understand the effects of the Sime Darby concession on livelihoods of households, one would ideally compare livelihood changes of households within communities fully impacted by the concession with those for nearby communities unaffected by the concession. Such a comparison was not possible because all communities within a reasonable distance of Sime Darby have been affected in some way by the concession. Therefore, I compared households in “dispossessed communities” (DCs) whose land has been fully taken by the concessions with households in “impacted communities” (ICs) who has experienced only some of their land cleared by concessions.

I gathered data from 6 communities (3 DCs and 3 ICs) through open-ended discussions and structured questionnaires. Open-ended questions focused on an overview of the communities, gathering information on their histories, livelihood practices, land tenure

issues, the history of land appropriations, and interactions with Sime Darby, as well as land conflicts and conflict resolution mechanisms. I conducted more structured surveys of households with questions focused on household demographics, access to land, assets, and indebtedness. Other questions focused on changes in livelihood strategies food security since the arrival of the Sime Darby Concession.

Table 1 Characteristics of Study Villages

Community Characteristics	Impacted Communities (ICs)			Dispossessed Communities (DCs)		
	Village 1	Village 2	Village 3	Village 4	Village 5	Village 6
Ethnicity	Vai, Gola, Kpelle, Grebo, Lorma, Kissi, Kru, Dei, Mano	Gola, Vai, Kpelle, Mano, Mandingo, Gio, Bassa, Mande	Gola, Vai, Kpelle, Mano, Mandingo, Bassa, Mande	Vai, Gola, Mande, Kissi, Kpelle	Vai, Gola, Mande, Kpelle	Vai, Gola, Mande, Kpelle
Farm land remaining	Partial farm land remaining B.F.	Partial farm land remaining B.F.	Partial farm land remaining B.F.	No farmland remaining	No farmland remaining	No farmland remaining
Year Land taken	Goodrich/Guthrie	Goodrich/Guthrie	Goodrich/Guthrie	2010-2013	2010-2013	2010-2013
Total Households	130	95	67	79	68	53

Table 1.1 presents broad characteristics of the studied communities. The Golas and Vai are the dominant ethnic groups within the 6 research communities. There is no farmland remaining in all the DC communities compared to the IC communities. Detailed description of the methodology of the livelihood strategies and food security impacts of Sime Darby are presented in chapter six.

#### 1.3.4 Research Assistants

In addressing the three research questions, I hired two research assistants: one male and one female. The two research assistants came from the two (Bomi and Grand Cape Mount)

counties where I conducted the research. One was fluent in Gola while the other was fluent in Vai, the two main indigenous languages spoken in Bomi and Grand Cape Counties respectively. The female research assistant was helpful in communicating with women. I trained the research assistants. The training included an overview of the research, goals and objectives of the dissertation, background, methodologies and everything they needed to know about this research project before they joined me in the field. I also trained them on human subject protections in research. Key elements in the human subjects training that all researchers need to know include ethics in research that involve human beings, informed consent, privacy and confidentiality and I trained my research assistants in these principles.

#### 1.4 ORGANIZATION OF THE DISSERTATION

This dissertation is divided into 7 chapters. Chapter one introduces the research and presents the problem that the dissertation hopes to address. This is followed by a review of the relevant literature highlighting gaps in the literature that the dissertation hopes to fill. In chapter two, I analyze both internal and external challenges facing the Liberian state, how Liberian officials dealt with those challenges that created the opportunities for foreign investment, which led to the granting of large-scale agriculture concessions. Chapter three focusses on how local settlements and land tenure arrangements are structured in the six research communities. Understanding the history of these local settlements and land tenure arrangements sets the base for chapter four, which deals local resistance and the roles of Attorney Alfred Brownell as legal representative for the affected communities. Chapter five focuses on the investigation of a controversial crops compensation program that was conducted by Sime Darby in the affected communities. Detailed analysis and comparison of livelihood strategies and food security impact of Sime Darby operations are made between the dispossessed communities and the impacted communities in chapter six.

Recommendations and conclusions are presented in chapter seven.

## **CHAPTER 2: HISTORY OF LAND CONCESSIONS IN LIBERIA**

A major challenge Liberia faced is how the country adopted a foreign direct investment development model that created a plantation economy with the country elites benefiting leaving majority of the citizens' poor. This chapter looks at precursors that led Liberia to grant large-scale agriculture concessions to foreign companies. The chapter explores historical events that created opportunities for foreign investors to gain a stronghold in Liberia as grantees for large-scale concessions. It begins with the early encounters of African Americans with indigenous Africans on the West African Coast and the cultural clash over land tenure that resulted from those encounters. The chapter further highlights Liberians responses to Europe's Pacification program in Africa. After discussing precursors that led to the Liberian Government borrowing monies, the chapter focuses on historical trends that shaped the landscape we see today in Bomi and Grand Cape Mount Counties in Western Liberia. These trends are discussed with the granting and operations of three major agriculture concessions: B.F. Goodrich (1954), Guthrie (1985) and Sime Darby (2009).

### **2.1 THE CHALLENGE OF SETTLEMENT AND EXPANSION**

#### **2.1.1 American-Africans Early Encounter with Indigenous Africans**

For more than three hundred years, Africans were transported to the Americas and other parts of the world through slavery. The slaves worked under inhumane conditions on plantations. The invention of modern machines that replaced human labor, the principle of slavery being against the Christian Doctrine, the growth of slave populations and major revolts staged by some slaves all created the need in American society to "repatriate" or "get rid" of slaves from America (Guannu, 1983). The repatriation movement was led by the American Colonization Society (ACS), an American NGO founded in December 1816 comprised of prominent US government officials, abolitionists and slave owners (Fox, 1919). The founders of the ACS had different motivations. Abolitionists believed that slavery was against the will

of God. The growth of slave populations and major slave revolts became political problems that US politicians were concerned about and a proposal of getting rid of slaves from U.S. soils was appealing. Slave owners also wanted to get rid of troublesome or lazy slaves.

The ACS in 1821 sent two representatives to the Western Coast of Africa to search for land upon which the “repatriated” African Americans could settle (Innes, 1833). After some negotiations, Duzoe Island (currently named Providence Island) was “purchased” from indigenous Africans (Ashmun, 1826). Repatriation began the following year. In addition to the ACS, several colonization societies were established in various states in the United States with the same purpose of relocating freed blacks and manumitted slaves to West Africa. Many of these societies sent American blacks to the coastline of what is now Liberia (and Sierra Leone). Between 1822 and 1839, individual colonies were established between the area east of Free Town and west of the Cavalla River on the Atlantic. These were later merged into a commonwealth in the 1830s, and finally became the free Republic of Liberia in 1847. Challenges faced by this new republic were daunting.

The concept of individual property rights, particularly relating to land, differed markedly between the two groups. For the native Africans, land was for the ancestors whose blessings were invoked in ensuring good harvest; land was for the present generations who were custodians and stewards of the land; and land was for the future generations who would soon replace the present generation (Guannu, 2016; Bowier, 2013). In addition, land as a common property was used for the benefit of an entire clan, chiefdom or tribe (Berry , 1988). For these reasons, the idea of alienable private property that was introduced in 1822 by the settlers was completely foreign and contradictory to indigenous land tenure institutions. From the settlers’ perspective, individual or groups of individuals who had freehold or leasehold title to land by deeds owned it. Therefore, lands that were purchased or negotiated by the

American Colonization Society were to be used exclusively by the settlers.<sup>9</sup> This different conception of land among the indigenous people and the settlers of Liberia would plant the seed of conflict that eventually would have significant impacts on the American settlement (Ashmun, 1826; Innes, 1833).

But land conflicts were not the only challenges faced by this emerging republic. Africans, who benefited from the trans-Atlantic slave trade for more than three centuries, felt their trade had been threatened by the newcomers who were determined to abolish every form of slavery on the coast they occupied (Guannu, 1983; Innes, 1833). Long before the arrival of the settlers, the Grain or Pepper Coast (later called Liberia) had traded first with North Africa through the Trans-Saharan trade and later with Europe along the coast (Kraaij, 1983). Some ethnic groups such as the Bassa, Dein and the Kru who lived on the coast were important middlemen in the trade with Europe (Sims et al., 2003). Africans could trade products such as camwood, ivory, and gold, for European goods such as rums, clothes, advanced weapons, and utensils. These friendly exchanges were tremendously transformed when trade in humans replaced trade in material goods and many powerful Kings benefited and created enormous amounts of wealth. The settler society composed of freed slaves could not accept this inhumane business venture. They therefore devised strategies to curtail the slave trade. This led to constant conflicts between settler groups and the indigenous Africans.

---

<sup>9</sup> According to Holsoe, 1971, two representatives of the ACS after “some difficult bargaining convinced” the indigenous Kings to cede cape Montserrado and Dozoa Island to the ACS. At the end of the negotiation, a deed was prepared.

### 2.1.2 Racial Segregation among the Settlers

Another problem the young republic faced during the mid 19<sup>th</sup> century was a form of racial segregation that existed among both the settler populations and the indigenous populations. Among the Americo-Liberians, the light-skinned or mulattoes considered themselves superior to the more dark skinned (Sims et al., 2003).<sup>10</sup> Such division was not a surprise, as this existed in the American society (Sims et al., 2003). Most mulattoes played the role of domestic servants in the US South while the darker Negroes were mostly doing hard labor on plantations (Clarke , 2013; Sims et al., 2003). Since early migration to Liberia was in part dependent on finances and “freedom”, many of the early immigrants were mulattoes and as is always the case in many settler societies, the first arrivals had greater voice in political, social and economic affairs of the establishment. Most of these first arrivals settled in urban centers notably Monrovia, the capital city of Liberia (Akingbade , 1994; Sims et al., 2003). The darker skin settlers mostly settled in rural settlements and engaged in agriculture activities (Sims et al., 2003, Allen, 2010). This racial division in terms of settlement and occupation eventually entered into politics when two political parties were formed. The Mulattoes headed by Liberia’s first President Joseph Jenkins Roberts founded the Republican Party. The dark-skinned Americo-Liberians founded the True Whig Party. These racial, political, social as well as economic divisions would prove costly for the new republic when in 1871 President Edward J. Roy (a dark skinned Americo-Liberians) was deposed by the light skinned Americo-Liberians. Color division among the settler populations would also serve as an entry point of assimilation for the Africans as dark skinned immigrants settled near African communities up the St. Paul River and started intermarrying with Africans.

---

<sup>10</sup> The term Americo-Liberian refers to African-Americans who immigrated to Liberia

The same racial segregation that existed within the settler population was extended towards the indigenous population. An indigenous man was not considered a Liberian unless he relinquished his beliefs, became Christianized, and wore western clothes. Even if he practiced all of these, he was not permitted to participate in governance and decision-making processes.

### 2.1.3 Disease and Attrition of Settler Populations

Disease and unfamiliar climatic conditions also contributed to the weakness of Liberia as an independent state (as ruled by Americo-Liberians). From the time of the first settlement on Providence Island in 1822 to the time of independence in 1847 more than half of the settlers died from diseases to which they had no immunity (Allen, 2005; Shick, 1980; Akpan, 1973). A notable vector-borne disease was malaria. Caused by the parasite *Plasmodium falciparum*, malaria is still the number one cause of mortality today in Liberia accounting for “33 percent of all inpatient deaths and 41 percent of deaths in children under five” (Liberia, 2003). The climate of Liberia was very different to the climate the settlers were familiar with in the United States. They were accustomed to a temperate climate with seasons determined largely by temperature. Their newfound land had seasons varying not only by temperature but more importantly, rainfall with rainy and dry seasons. Thus, they had to learn completely new farming techniques with considerable impacts on their abilities to produce effectively.

The Emancipation Proclamation issued by President Lincoln in 1862 stemmed the flow of African-Americans emigrating to Liberia. Prior to the Proclamation, many of them were emigrating to Liberia because of slavery but the Proclamation created hope. Thus, the settler populations remained relatively small.

### 2.1.4 Pacification and Expansion

The political sovereignty of the free Republic of Liberia was further threatened during the late nineteenth-century scramble for Africa. After the 1885 Berlin conference, European

powers, including Germany, Great Britain, and France were determined to annex the interior of what Liberia considered to be her territories (Shick, 1980; Gershoni, 1987). Spurred by this competition, the settler society of Liberia followed the dictates laid out in the Berlin Conference of needing to demonstrate effective control of territory. It pursued an aggressive strategy to conquer Liberia's interior, actively negotiating treaties with interior chiefs, and where negotiation failed, resorting to military force (Gershoni, 1987; Akingbade, 1994). Some indigenous populations vehemently resisted their territories being annexed to Liberia. Notable in Liberian history are the Grebo rebellion of 1909-10 and the Kru rebellions of 1916 and 1930-31 (Akingbade, 1994).

## 2.2 THE ESTABLISHMENT OF LAND DUALISM IN LIBERIA

Early in its history, two different land tenure systems were created in Liberia stemming from the history of occupation of African Americans along the coast and their expansion into the interior as driven by European competitive pressures for territory.

By 1821, when representatives of the American Colonization Society (ACS) acquired Dozoa Island (approximately 3 acres) along the West African coast, this island (now Providence Island in central Monrovia) along with adjacent lands, were inhabited by different ethnic groups with various systems of indigenous laws (Innes, 1833, Ashmun, 1826). The basic principle underlining these laws was land held in common among members of clans and kinship groups. In other words, land was seemed as common property with the king or chief as its custodian on behalf of his people. Under the various indigenous laws, a single individual could not lay claim to all the rights attached to land.

Black Americans introduced a form of land law that was foreign to indigenous Africans which has, ever since, served as a source of constant conflicts. To the African Americans, once land was acquired from the Africans, it was to be exclusively used by the American settlers and indigenous Africans were expected to relinquish all rights to these

lands. The 1824 constitution clearly stated that no person was to reside on the lands of the Colony, without permission of the Society (ACS) or its agent. The constitution also required that land be granted to American settlers as a function of their family size and upon development of the land, they were to be granted fee simple deeds that granted them individual rights.

To administer “the common law, as in force and modified in the United States, and applicable to the situation of the people”, (Article 6, 1824 Constitution of the Colony of Liberia), the settler government extended her control to 40 miles inland from littoral coastlines. African American cities and townships were created within the 40 miles. Areas beyond the 40 miles were considered “hinterlands” largely inhabited by indigenous peoples who were not considered Liberian citizens for almost one hundred years (1847-1946).

Up until the early 19<sup>th</sup> century, settlers’ interactions with indigenous peoples beyond the 40 miles were scanty. President Lincoln’s 1864 Emancipation Proclamation had freed the slaves. This freedom impeded African Americans migration to Liberia as many of them felt that staying in their homeland was better than migrating to Liberia. The few thousand settlers that had earlier migrated to Liberia were already flourishing along the coastline and the 40 miles’ occupation seems to have met their needs. The only interest in the hinterlands was economic in the form of trade (Sim et al. 2003; Wrubel, 1971). Thus, indigenous peoples beyond the 40 miles continued to practice indigenous systems of land governance and administration while the settlers practiced statutory law within the 40-mile perimeter. But as laid out in the Berlin Conference, Europeans set new requirements in 1885 for the occupation of Africa through the principles of “effective occupation and “pacification”, Liberia soon realized that it was necessary to effectively occupy the hinterland or risked losing it to Great Britain and France (Akingbade, 1994).

Liberia established a military in 1908 to carry out effective occupation and pacification missions (Nevin, 2011). Lands acquired through negotiations and conquests were brought under the administration of the Liberian government and to govern the pacified hinterland, Liberia adopted the European system of indirect rule. Statutory laws that governed “civilized” Liberians (Americo-Liberians) were superimposed on indigenous laws, which were to remain in place for “uncivilized” Liberians (indigenous peoples) (Barbu, 2011, Gershoni, 1985). This created a land tenure dualism.<sup>11</sup>

### 2.2.1 Overview of Liberia’s Land Laws (1857-2016)

As described earlier, the Liberian hinterland (beyond 40 miles of the coast) was heavily populated with various indigenous groups with different forms of indigenous land ownership and laws (Sim, et al. 2003). Now that these various indigenous groups were under Liberian rule, land ownership and rights became an important question that Liberia has struggled with ever since. As discussed by Stevens (2014), between 1857-1973, laws were passed that defined these lands as public (Public Domain laws of 1857 and 1879)<sup>12</sup>; laid procedures for selling “public land” to private individuals (Public Land Law of 1904); and introduced the concept of “tribal certificates” (the 1956 and 1973 Public Land Laws).

The Tribal Certificate (TC) is an interesting instrument that both the 1956 and 1973 Public Land Laws introduced. The beginning of a public land sale was the attainment of a TC from “Tribal Authorities” and the payment of a sum of money as token to “tribal authorities”,

---

<sup>11</sup> Once an individual acquired some form of western education and or became Christians, he was considered “civilized” (Aborigine Law of 1956).

<sup>12</sup> None of these laws specifically defined what constitutes public land but each assumed that all lands in the Republic of Liberia that were not privately held (meaning private individuals had earlier purchased them from the government) were public lands (meaning land belonging to the Liberian government). Stevens (2014), in his article “*The Legal History of Public Land in Liberia*” explains that the “government's ability to allocate public land to companies for commercial use was a critical component of *her* policy. An ambiguous legal situation for public land would have allowed the government to use selected land for commercial allocation without a large-scale challenge to customary land rights.”

which symbolized that a prospective buyer could peacefully live with the tribesmen (Public Land Law of 1973). These laws also empowered the President to sell public land by issuing survey orders and signing public land deeds-a patronage system that many Liberians, especially indigenous Liberians, who were not connected to the Chief Executive, could not penetrate. While the law requires private Liberian citizens who wish to buy public land to go to the tribal authorities, it did not require foreign companies or the Liberian government to do the same once a concession was proposed on indigenous lands. According to Stevens, (2014), such omission served as a base for granting thousands of acres of indigenous lands to foreign companies leading to the displacement of indigenous populations.

After the civil war (1989-2003) there has been increased scrutiny of the assumption that lands that are not privately held are government lands. In 2009, a Land Commission was established to write land policy and laws that would ensure equal access and land ownership rights to every Liberian.

### 2.3 FOREIGN LOANS AS A PRECURSOR FOR LAND CONCESSIONS

By the late nineteenth century, the falling prices of Liberia's major exports-coffee and palm oil -significantly reduced Liberian government's export revenues. Initially Liberia had benefited immensely from exports of camwood, coffee and palm oil, but the emergence of coffee production in Latin America and competition in palm oil production from British colonies such as Sierra Leone and Nigeria greatly reduced Liberian exports during the last quarter of the nineteenth century (Allen, 2005; Lynn, 1997). The decline in trade resulted in a financial crisis for the Liberian government and greatly reduced its ability to meet its obligations as a sovereign nation.

All the above constraints required human and monetary resources but as already indicated, Liberia was weak and limited in both human resources and finances. On several occasions between 1871-1920, Liberia nearly went bankrupt (Kilroy,1995). The Liberian

government relied on international loans from foreign nations to avoid these bankruptcies (Brown W. G., 1941; Clower, 1966). Many of these loans were later tied to the granting of land concessions to the borrowers as collateral that guaranteed repayment of loans. Liberia looked to the US, its mother country, for support in face of near financial collapse in 1870, seeking a US loan of \$500,000 but the US refused on the grounds of a lack of Congressional support (Kilroy,1995)<sup>13</sup>. Officials of the Liberian government were left with no options but to borrow the same \$500,000 from Great Britain. British involvement in Liberia was driven by an interest to control the Liberian government or to annex the Liberian hinterland. The Liberian government received \$100,000 from Great Britain or twenty percent of the total amount sought from the Americans during the Presidency of Edward J. Roye (Kilroy,1995). Based upon the unfavorable conditions of the loan agreement and racial politics, President Joseph J. Roberts, a Mulatto Americo-Liberian, who was the First President of Liberia and a host of Mulattoes overthrew President Roye (a dark-skinned Americo-Liberian) in a coup d'état (Bowier, 2013). Liberia subsequently defaulted on the loan payment.<sup>14</sup>

Default on a second smaller loan taken in 1898, led to a third loan agreement that would seriously jeopardize Liberia's standing as an independent nation and would open the door to foreign financing through land concession schemes. Great Britain would no longer lend to the Liberian government and instead would only disperse loans through a British company to make investments. Great Britain further required that they could tap into revenue raised through Liberian customs to ensure repayment (Kilroy,1995). Thus, the 1906 loan of \$500,000 was administered by a British imperialist Sr. Harry Johnson and his company, the

---

<sup>13</sup> See Kilroy (1995) *Dollar Diplomacy*, p. 19

<sup>14</sup> For detailed discussions on the 1870-71 loan agreement, see <http://www.liberiapastandpresent.org/1871Loan.htm>; Blakeslee (1911), *The Journal of International Relations* p.267; Starr (1913), *Liberia: Description, History, Problems*

Liberian Development Corporation, with “Erlanger Company of London serving as banker” (Kilroy, 1995, p.20). To serve as guarantee for repayment of the loan, seventy percent of the loan was contracted to Harry Johnson to develop a rubber plantation, build a bank, and develop public infrastructures in Liberia. Moreover, the Liberian government could appoint custom officers with recommendation from the British government with the goal of ensuring repayment of the loan. This was the first foreign direct investment in the form of a concession granted by the Liberian government and this form of foreign direct investment would continue throughout the twentieth century and the early years of the twenty-first century. Even though the Liberia Development Corporation failed to develop the public infrastructures as outlined in the agreement and abandoned the rubber farm started a few miles outside of Monrovia at Mount Barclay, Liberia still needed to repay the loan along with the interest. As will be discussed, this old rubber plantation would play a major role in the establishment of another concession.

### 2.3.1 The Liberia Frontier Force

The 1906 loan agreement also established the Liberian Frontier Force, headed by a British military officer. Founded in 1908, the Liberian Frontier Force (LFF), as the name implied, was organized to defend the republic and patrol the interior borders of Liberia. Prior to the formation of the LFF, the Liberian Militia defended the country from 1822.<sup>15</sup> As noted by Akingbade (1994), the strategy the British officer used was to recruit largely Sierra Leoneans as soldiers for the new army. Instead of the army protecting the territorial integrity of Liberia, such a strategy was used to form an army loyal to himself and the British crown. When it was clear that officers of the Liberian Frontier Force were planning to revolt against the

---

<sup>15</sup> The Liberian Militia was organized during the early formation of the colony of Liberia when settlers were constantly attacked by the indigenous warriors.

Liberian government, officials in Monrovia quickly organized militia groups and aborted the British Commander plan of February 11, 1909 (Starr, 1913; Akingbade , 1994). It is fair to say the 1906 loan was an immense failure that further exacerbated the country's indebtedness and threatened the territorial integrity of Liberia, thus leading to a situation where another loan was desperately needed.

As in the past, Liberia once again looked to the United States for assistance, this time requesting an American loan that would assure America's commitment to the maintenance of Liberian independence and "soliciting applications for railway concessions in Liberia" among other things (Kilroy , 1995 p.23). Based upon these requests and America's commercial interest in Africa, the United States led long and complicated negotiations with three European Powers; namely Great Britain, France and Germany to secure a loan agreement in 1912 of \$1.7 million with 5 percent interest to be paid over a period of 40 years.<sup>16</sup> These three European powers had interests in Liberia. Germany was Liberia's major trading partner from the late 19<sup>th</sup> century to the early 20<sup>th</sup> century. After successfully annexing vast lands of Liberian territory, France and Great Britain sought to economically control Liberia. The purpose of this loan, which included the four world powers, was to finance Liberia's debts and utilize any remaining amount for "productive purposes" (Kilroy, 1995 p.82). But Liberia's total debts exceeded \$1.63 million, leaving little for productive purposes as indicated in the concession agreement.

Compounding the problem, the 1912 loan agreement set in place a foreign receivership. The loan agreement indicated a General Receiver be recommended by the US government with three Assistance Receivers to be recommended by Great Britain, France and

---

<sup>16</sup> See Ellis (1912), *Political Importance of the International Loan in Liberia*; Kilroy (1995) *Dollar Diplomacy*; Witt (2009), *Patriots and Cosmopolitans: Hidden Histories of American Law*

Germany to collect customs to ensure repayment of the loan (Chalk, 1967; Sawyer, 1992). Thus, ninety-one percent of total government revenues was administered by the foreign receivership (Chalk, 1967). The four foreign government appointees working under the receivership were paid by the Liberian government.

Joining World War I in support of the Allied Forces, Liberia declared war on Germany on August 14, 1914 ending German participation in the administration of the receivership. In 1918, the American government indicated that it would lend Liberia 5 million dollars and it notified Great Britain and France that it “intended to convert the loan (of 1912) and its administration into an all-American receivership.” This compelled the two European Powers to withdraw their representations from the receivership (Chalk, 1967, p. 17-18). But as World War I came to a close in 1918, American interest in Liberia waned. As a result, the 5 million dollars’ promise was never fulfilled (Chalk, 1967). As with previous loans, the 1912 loan was a failure, further deepening the country financial crisis. Failure of the US to live up to its promise of converting the 1912 international loan to an all-American loan meant continued Europeans domination of Liberian affairs since the three European Powers still held substantial bonds in the 1912 loan agreement.

Compounding Liberia’s financial problems was the constant internal struggles of tribal resistance (Grebo wars of 1875, and 1910). A prominent example of tribal resistance was the Kru war of 1915 (Nyenpan, 2011). The Liberian government, seeking revenues to spend on its military, imposed the collection of unbearable hut taxes. The government was also actively recruiting indigenous people for forced labor. In resistance to the forced labor recruitment and imposition of hut tax, the Kru revolted against the Liberia government. The

Liberian Government with help from American Government was able to subdue the Kru.<sup>17</sup>

These struggles and financial difficulties set the stage for another loan that would fundamentally transform the Liberian economy in the twentieth century.

### 2.3.2 The Firestone Concession Agreement

Hoping to counteract the British monopoly on the world rubber trade, an American businessman named Harvey Firestone initially turned to the Philippines to establish a US-controlled source for rubber production, but unfavorable political conditions in that country proved an obstacle. Liberia became the second option for Mr. Firestone.<sup>18</sup> The tropical climate, with rainfall levels up to 2000 mm per year, proved ideal conditions for growing rubber. The old abandoned British Mt. Barclay rubber plantation outside of Monrovia, initially served as Firestone's experimental foray into rubber production in Liberia.<sup>19</sup> Once conditions for growing rubber in Liberia were proven favorable, the Liberian government granted up to 404,686 hectares of rainforest to Firestone in present-day Margibi County, 45 km northeast of Monrovia. As with previous foreign direct investments in Liberia, Firestone's agreement was tied to a loan of \$5 million.

The proposal for this \$5 million loan can be viewed from three interested parties. First, the Liberian government, fighting financial bankruptcy and hoping to avoid European dominance in Liberia as well as protect Liberia's boundary from further encroachment by Great Britain and France, was continually looking to America to intervene. Second, the US,

---

<sup>17</sup> The US President Woodrow Wilson helped the Liberian Government 500 rifles and quarter of a million rounds of ammo. These were landed on the Liberian coast by the USS Chester. See <https://www.globalsecurity.org/military/ops/kru.htm>.

<sup>18</sup> For detail discussions on the motives of Harvey Firestone Jr. coming to Liberia, see Chalk (1962), *America, Liberia and the Stevenson Act: a study of the American response to rubber restriction in the 1920's*

<sup>19</sup> This is the same rubber plantation that was developed under the 1906 loan agreement and later abandoned by the British Company

hoping to capture world economic power through its “dollar diplomacy,” was hoping Liberia could be a starting point for US influence on the African continent. Third, the two American custom officials working under the 1912 agreement as Liberian custom receivers were determined to increase their power and firmly keep Liberia under receivership and the best alternative to them was to increase Liberia indebtedness to American interests.

It must be pointed out that the Liberians were also weary of indebtedness and therefore did not include a loan component in the first draft of the Firestone agreement. In the first draft, the Liberia government emphasized the following: leasing the old British rubber plantation to Firestone as an experimental ground for rubber production, and if proven feasible, the granting of up to 404,686 hectares of forest land to Firestone for 99 years to produce rubber, along with building of a harbor in Monrovia (with support from the US Government) and with an additional Liberian government contribution (Chalk, 1962). According to Chalk (1962), the loan component of the agreement was first proposed by the two US officials who were spearheading the receivership in Monrovia. The Liberian government had significantly reduced the power of the receivership by aggressively collecting hut and head taxes in the interior to effectively reduce the national debt. By this time, out of the ninety-one percent of total government income controlled by the American Receivers, only forty-eight percent was under their control (Chalk, 1967). The only way to perpetuate their power was to pressure the Liberian government into another loan agreement. Firestone himself sought to protect his investment in Liberia and insisted on giving loan to Liberia. Such loan would serve as a guarantee of his investment and which would give him significant economic and political influence in the affairs of Liberia. The US State Department pressured the Liberian government to accept the terms of the Firestone

agreement, one that included the \$5 million loan.<sup>20</sup> The lender of this \$5 million loan was the Finance Corporation of America, which turned out to be a subsidiary of Firestone. Like the 1912 loan scheme, the \$5 million 1927 loan brought in US financial experts to again administer the financial affairs of Liberia.

The 404,686 hectares, 99-year, rubber concession agreement made no mention of the indigenous populations that resided on concession lands. Once clearing started, indigenous villagers along with their physical, material and spiritual cultures had to be relocated or displaced. Questions of the nature of relocation, resettlement, compensation, and to a greater extent, social justice were not part of the agreement.

#### 2.4 PRESIDENT TUBMAN AND THE OPEN-DOOR POLICY

Beginning with President Tubman (19<sup>th</sup> President of Liberia), the granting of concessions and subsequent displacement of indigenous population took another turn in the late 1940s. This trend became known as the Liberia Open Door Policy (Kraaij, 1983). The policy advocated by the Tubman administration (1944-1971) was to open the Liberian hinterland to foreign companies. Liberia had abundant natural resources, such as iron ore, gold, diamond, and timber. Proponents of the open-door policy believed that the only way Liberians could benefit from these resources was to open the country to foreign direct investment. This policy led to proliferation of concessions in mining, agriculture, and timber. President Tubman outlining progress made by his administration on February 28, 1958 indicated that in addition to concessions granted by his predecessors beginning in 1926, the Liberian government granted 30 concessions to foreign interests, which included five large-scale agricultural concessions (together covering 748,766 hectares) and four iron ore mining concessions.<sup>21</sup>

---

<sup>20</sup> US Foreign Papers 1926 882.6176 F51/156

<sup>21</sup> President Tubman on February 28, 1958 outlined progress of his administration to True Whig Party.

Most of these concession agreements lacked an essential element of turning natural resources into finished products that could have had great economic benefits for Liberians.

#### 2.4.1 The B.F. Goodrich Concession Agreement

Benjamin Franklin Goodrich, an American physician and businessman along with his colleague John P. Morris formed a partnership and in 1869 acquired ownership of Hudson River Rubber Company based in New York. Faced with financial struggles in New York, they moved the company to the western U.S. with the hope of gaining fortune. The decision was the result of “a growing population and economy offered plenty of opportunities for expansion”.<sup>22</sup> The Hudson River Rubber Company was changed to B.F. Goodrich Company and was incorporated in the state of Ohio. This company became very innovative. Inventions included the first automobile tires, rubber sponges and aircraft tires manufactured in the United States. To compete with the Japanese monopoly of natural rubber during World War II, B.F. Goodrich invented synthetic rubber and started manufacturing tubeless tires.

Even though synthetic rubber was playing a significant role in the rubber industry, natural rubber was still important as 40 percent of the US supply of rubber was composed of natural rubber. Forecasts of future demand for natural rubber were good. Instability in South East Asia, where a good amount of natural rubber was produced, further encouraged alternative investment. Earlier Firestone had started a rubber plantation in Liberia and the leadership of B.F. Goodrich saw the very high profits that the Firestone company was reaping from the Liberian investment (Blackford & Kerr, 1996). Goodrich experimentation with natural rubber in the Dominican Republic showed the potential for increased yield per tree. This coupled with the United States Government’s strong ties with the Liberian Government encouraged

---

<sup>22</sup> A concise description of the history of B.F. Goodrich company can be found on <http://www.referenceforbusiness.com/history2/31/The-BFGoodrich-Company.html> accessed on May 21, 2018.

the Board of Directors of B.F. Goodrich to approve \$3,548,000 to plant rubber on 4,047 hectares of land in Liberia in 1953 (Blackford & Kerr, 1996).

A concession agreement modeled on the Firestone concession agreement with additional privileges was drafted by B.F. Goodrich company and brought to the Liberian government for review and comment.<sup>23</sup> During this period of Liberian history, President Tubman controlled every aspect of the government. There was no independent legislature nor judiciary.<sup>24</sup> It was not surprising that President Tubman sent the "Summary of Proposed Concession" on Friday, March 26, 1954 to eleven people (*mostly top government officials*) and wanted their observations and comments by Monday morning, March 29".<sup>25</sup>

It is worth mentioning that even with the limited time given them for review and comments, some officials of the Liberian Government communicated strong reservations to President Tubman (Kraaij, 1983). Key objections to the proposed agreement included: 1) five officials objected to the clause that gave exclusive mining rights to the company; 2) four officials objected to granting "agriculture, forestry and farming" rights to B.F. Goodrich. For them, these were too broad and needed greater specificity; 3) Two opposed the idea of giving additional lands (3 miles) beyond the development area of the concession; and 4) Four officials opposed the idea of relocating rural communities without compensation. In fact, one official clearly stated: "I am thinking in terms of Liberian citizens having certain rights in cooperation with economic development in the Country and this phrase might interfere with

---

<sup>23</sup> Chapter five page 118 of Liberia Open Door detailed how the B.F. Goodrich agreement was discussed among Liberian Government Officials.

<sup>24</sup> The President also suppressed press freedom by promoting a Public Relation Officers system. In this system, ordinary individuals were covertly employed as PROs and were responsible for revealing gossips to the Presidency.

<sup>25</sup> P. 118 in Liberia Open Door Policy

the right of citizens” (Kraaij, 1983, p.120). These key objections were ignored in the final concession agreement.

As stated earlier, the Liberian government never enjoyed effective autonomy when negotiating with foreign investors. The preamble of the B.F. Goodrich Concession Agreement states that "Whereas B.F. Goodrich had made certain surveys and has located areas of land within the Republic, which may be suitable for the development of agricultural plantations". Notice that instead of the Liberian government identifying places that were suitable for investment, B.F. Goodrich, a foreign company who knew nothing about the land, people and cultures of Liberia, was the one performing the surveys. Such methods of awarding concession contracts with no protections to indigenous peoples would extend well into the 21<sup>st</sup> century.

In article one of the agreement, the Government of Liberia granted broad and in some instances, poorly circumscribed powers to B.F. Goodrich

"exclusive rights to engage in agriculture, forestry, and farming .... and activities in connection therewith, including planting, cultivating, raising, producing, tapping, cutting, and harvesting of all kinds of agricultural, forestry and farm product and especially rubber, plants and trees.... All products and by-products, except only commercial timber resulting from the activities of B.F. Goodrich under the afford mentioned Concession may be removed, and sold and or exported from the Republic freely as inherent part of the Concession".

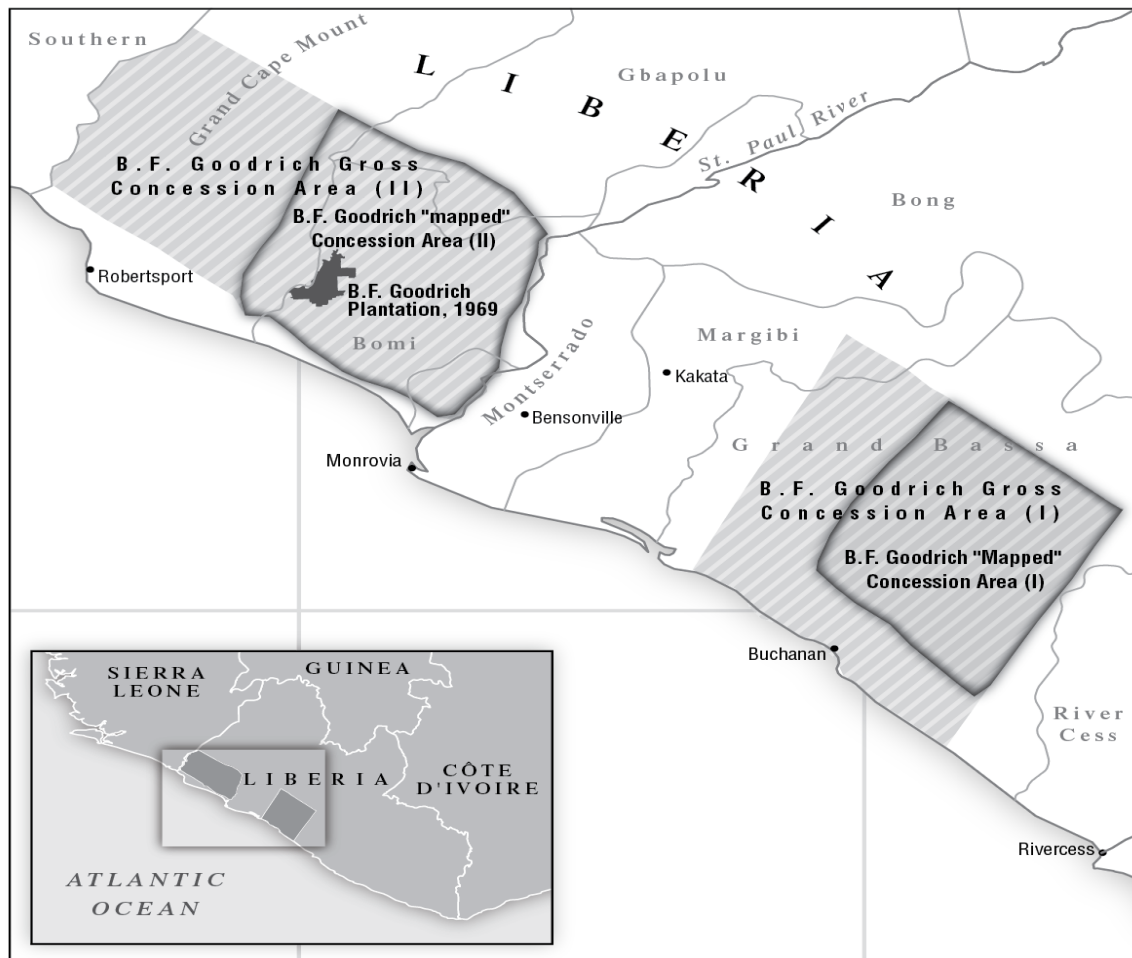
The agreement gave B.F. Goodrich rights to clear a broadly defined area first in Grand Bassa County lying within 20 miles of both side of the St. John River and

bounded on the south by the Atlantic Coast line .... and on the north by the boundary of the county and second, lands bounded on the east by the St. Paul River; on the west by the Morro River; on the south by a line running parallel to the Atlantic coast line ....and 2 miles south of the first rapids in the Loffa River, and on the north by a line parallel to said last mentioned line and 30 miles north therefrom.

With such broad definitions of lands given to B.F. Goodrich, the company, not the Liberian Government, was to " make an examination" of the areas to determine lands that were to be suitable for "development of economical and progressive operations under the Concession

agreement". Again, the company was to make additional surveys of suitable lands identifying not more than 121,406 hectares in each of the two broad areas defined above. Thus, B.F. Goodrich was granted up to 242,811 hectares of land with no specification of location within an area of approximately 907,672 hectares.

Figure 2. 1 Broadly defined land granted to B.G. Goodrich in 1954



Data for this map was compiled from the 1954 B.F. Goodrich Agreement, B.F. Goodrich Archive at the University of Akron and Google Earth Pro. Map prepared by the Cartography Laboratory of the University of Wisconsin-Madison.

Figure 2.1 shows the extent of land granted to B.F. Goodrich in 1954. The "Gross Concession Area" I and II were the lands upon which the company was to survey and identify 242,811 hectares. The "Mapped Concession Areas" I and II were lands (56 percent of the gross concession lands II and II) that B. G. Goodrich identified for its development purposes. The B.F. Goodrich Plantation 1969 was the actual lands (about 5,671 hectares planted in rubber and 1,478 hectares of other lands such as towns, swamplands. Together, these represented 1.4 percent of the mapped concession land I and II) that the company developed after 15 years of operation.

Ignoring the rights of indigenous people who had occupied the lands for hundreds of years, the Liberian Government warrants that within, the concession area (up to 242,811 hectares), "no other concession or right of any kind" existed and none was to be granted to a third party during the operation of the concession and Government would "defend and protect the Concession Areas for the sole and exclusive use of B.F. Goodrich."<sup>26</sup> The 242,811 hectares of land were not tied to the concession area as broadly defined above, but B.F. Goodrich could relocate part of the 242,811 hectares to any other land within the Republic provided that B.F. Goodrich first consulted with the Government and that such lands have not been granted in concession to a third party.

Like the Firestone agreement, a mere US\$0.06 per acre was charged as annual land rental fee for the developed part of the concession (areas within the 242,811 hectares that are developed by B.F. Goodrich). Once payment was made, the Government was to grant leasehold title to the company, which would allow the company to carry any or all the activities granted under the agreement. The Government further warrants that it "will take such measures as may be required to prevent the settling of squatters on or near the development areas, which impedes the operations of B.F. Goodrich".<sup>27</sup> The Government further obligated itself to helping the company to provide labor to clear the dense forests and provide other services as may be needed by the company.

In addition to the "free land" granted to B.F. Goodrich, the company was granted a tax-free status on all imported and exported goods, whether raw or refined (Clower, 1966). Moreover, an income tax holiday of 16.5 years was granted to the company. Although not exclusive, the company was also given the rights to lumbering and mining but if such rights

---

<sup>26</sup> See article II of the concession agreement between the Government of Liberia and B.F. Goodrich

<sup>27</sup> See article II of the B.F. Goodrich Concession Agreement

resulted to exporting timbers, ores and other minerals, the company was to first enter a separate but mutual agreement with the Government. Other aspects of the agreement forbid the importation of unskilled labor by B.F. Goodrich, and the obligation of the government to assist B.F. Goodrich in recruiting skilled and semi-skilled labors for efficient operations of the company. The Government also obligated itself to "secure and maintain an adequate supply" of laborers and to "prevent the infiltration of radical elements, which could interrupt or affect adversely the operation of B.F. Goodrich".<sup>28</sup>

#### *2.4.1.1 B.F. Goodrich engagement with local people.*

According to oral history gathered in Bomi and Grand Cape Mount Counties, President Tubman called four tribal chiefs to his home town of Cape Palmas in 1954 (some 466 miles south of present-day Bomi and Cape Mount). The Chiefs included a Gola Chief named Zuanah Gennie, a Dei Chief by the name of Amadou Dorley, and a Tombey Chief named Boima Freeman. The reason why the President called the meeting was to inform the chiefs that "a company, far bigger than Firestone, which had never farmed before but was engaged in the purchasing of rubber and producing rubber goods" was coming to Liberia and had expressed interest in settling on their lands. The chiefs after consulting one another, informed the President that even though they were the chiefs, they were not the sole owners of the land as they were only custodians of the land for their people. They asked that the President give them time to return and consult with their people.

An authoritative President who had granted up to 242,811 hectares of indigenous lands to a foreign company free of any claims was determined to fulfill his share of the concession agreement. He therefore told the chiefs that he himself was biggest chief of the

---

<sup>28</sup> See article 6 of the B.F. Goodrich Concession agreement

entire country and that the tribal chiefs should "not be afraid" to give the land. He told the chiefs that when the company comes, they would be required to give both their land and provide laborers. The company would pay money and the Chiefs would get some of the money. With such coercion, the Chiefs agreed and the President required them to commit to convey to their people that "strangers were coming to settle and develop the land and they would get benefits" and "should not say anything else".

Zuanah Ginnie (also known as Zuanah Johnson) was one of the chiefs who met with President Tubman. Upon his return, he told his clansmen that a company was coming to develop the land. He said that the company had chosen Zoeh (a town located in a different clan's territory) to settle but it would not be a good idea for them to sit there and allow the company to pass them by.<sup>29</sup> Since the white men did not know Zoeh, he appointed Bendukai Sherman, a fisherman to carry the strangers to Zoi (a town located in their own clan's territory) and instructed him "not to say anything to the white men even if they ask him question he should tell them to wait until they return to the chief". Even though the B.F. Goodrich officials were not convinced upon reaching Zoi, as the "forest they saw was smaller than the forest on the aerial survey map, the Chief told them that this was the place they were looking for". Thus, Zoi became the headquarters of B.F. Goodrich plantation.

Each chief was required to send laborers to work for the company. A key informant who was one of first laborers on the B.F. Goodrich plantation explained how the survey was conducted:

We were cutting the survey and missed the line and went to Jayajeh. Then, a man named David Coleman came and told us that there was mistake in cutting the line and we had to start all over again. It took us two weeks working to reach to Zoi. We built

---

<sup>29</sup> Since Zuanah Johnson was one of the chiefs that met with President Tubman, it is most likely that he was using this strategy to fulfill the oath they took in Cape Palmas.

the first house in Zoi. After the two weeks, all my friends left and I was the only one who remain there working and awaiting additional laborers. I remained there to work for another two weeks in place of my uncle who was sick and could not come to work.

Another key informant in a personal interview stated “the company came in 1955 then they sent them here but thank God they did not go to the Dei and Tombey people’s land. They only took part of Gola (i.e. Klay District) and Vai (i.e. Garwula District) lands” (Informant interview on June 20, 2016). It is important to understand why this informant was thankful to God for the company not taking the Dei and Tombey peoples’ land. This informant, now over eighty-five years old, had witnessed the devastating impacts of large-scale land clearing. He had seen how villages were uprooted.

The first meeting with ordinary indigenous citizens took place in Zoi. In the meeting, officials of B.F. Goodrich and the Government informed the citizens of the intention of B.F. Goodrich to plant rubber on their land. A token of appreciation of \$500 to the Vai people, \$600 to the Gola people and \$300 to the Dei people and some assorted items such as liquor and tobacco was distributed. Like the Chiefs’ interaction with President Tubman in Cape Palmas, the citizens were concerned about the large tract of lands the newcomers wanted. They pointedly asked B.F. Goodrich: “How many lands do you want from us?” Officials of the company told the assembled people that they were conducting surveys both in the air and on the ground. Once this process was completed, they would determine the quantity of land. They also indicated that the government had given them permission to work “anywhere they wanted in the country”.

B. F. Goodrich surveyed and planted cornerstones on the lands the company intended to develop. The conduct of the survey was sometimes contentious as some local communities resisted the company taking all their lands. For example, I discovered that after planting a cornerstone near one of the research communities, the residents resisted the company and notified President Tubman that the cornerstone was too close to their town. An agreement

was reached that the company should not clear to the cornerstone but the cornerstone was never removed. As we will see, the present company, Sime Darby, is claiming this land to be part of their land since they took over the former B.F. Goodrich concession arguing that wherever B.F. Goodrich planted cornerstones, the land belongs to them. As we will see, this argument is contested by some residents.

Once the survey was completed, B.F. Goodrich started clearing land in 1955. Like Firestone, the company, assisted by the Liberian government, recruited workers from the central, northern and northwestern parts of Liberia. Villages whose lands were appropriated were relocated to nearby lands. The relocation method taken by the company involved asking members of the village where they would prefer to settle, building the same structures that were in former villages for the relocated villagers.

#### 2.4.2 B.F. Goodrich becomes Guthrie.

The 1970s were not good for the B.F. Goodrich Rubber and Tire Company. Stiff competition from various tire producers in the Americas, Europe and Asia coupled with nationalistic movements particularly in Iran (where Goodrich had operations) forced the company to sell most of its operations (Blackford & Kerr, 1996). The plantation in Liberia was no exception to the company's divestiture. The company, in justifying the sale of its Liberian project to the Liberian government stated that it "was a consequence of the investment strategy of its parent company to divest itself of natural rubber production, worldwide, as a corporation strategy towards reviving Goodrich in the wake of a global recession in the natural rubber industry" (Morlu, 2011, p.4). In 1985, B.F. Goodrich sold its plantation to Guthrie, a British company (Morlu, 2011).<sup>30</sup>

---

<sup>30</sup> A declaration of freedom in Singapore in 1819 and the end of the East India Company's monopoly of Asian commerce created a business opportunity (Yacob & White, 2010). A Scottish man named Alexander Guthrie

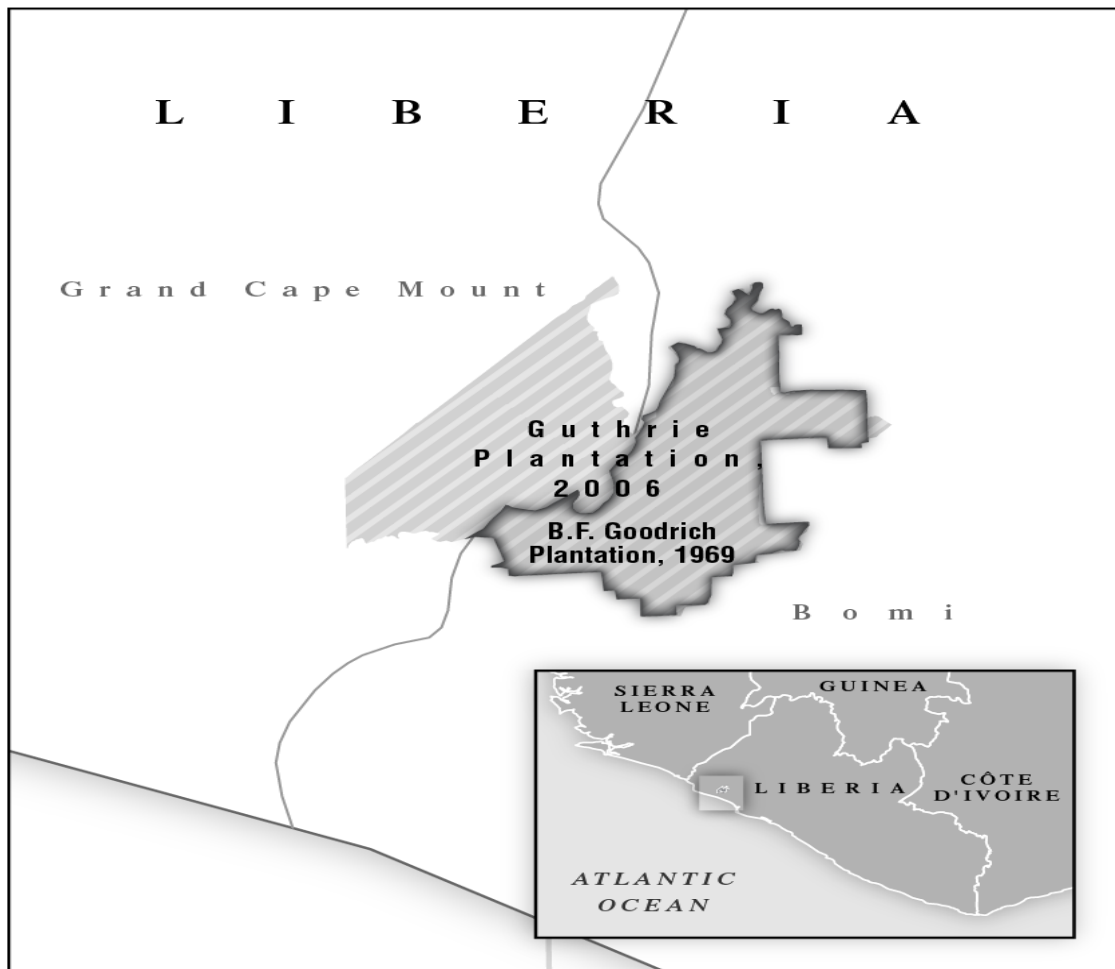
According to an audit conducted by the Liberian General Auditing Commission, the sale of B.F. Goodrich to Guthrie was done in “bad faith” because five years prior to B.F. Goodrich’s sale, the company and the Liberian government had renegotiated the terms of the 1954 agreement giving the company additional incentives for replanting and expansion. The Government now believed that this renegotiation was done to enhance the company’s asset for sale. Still, the 1954 concession agreement was renegotiated and amended in November 1985 between the Liberian Government and Guthrie with changes in four key areas: 1. Land rental fees was increased from US\$ 0.06 per acre to US\$0.50 per acre, 2. Unlike the 1954 agreement in which 16.5-year tax holiday was given to B.F. Goodrich, a 25 percent corporate income tax was imposed on Guthrie, 3. As opposed to no rubber sale or export tax in the old agreement, there was “an annual lump sum rate of US\$300,000 for a period of seven (7) years effective 1 February 1984 to 31 January 1991 and, thereafter, the rubber sales/export tax of general application obtains”.<sup>31</sup> and 4. Finally, taxes that were not imposed in the 1954 agreement were imposed in the amended agreement.

---

seized this opportunity and established a branch of Harrington & Company in Singapore. By 1824, Guthrie had broken tie with his parent company and in 1833 established his own company with the help of his nephew. The new company became Guthrie & Co. Following successful growth and expansion, the company extended its operations in the newly formed British controlled Malay Federation in 1896 (Yacob & White, 2010). The company held large estates in Malay until the breakup of the Malay Federation when Malay or Malaysia gained its independence from Great Britain in 1957. After independence, Guthrie continued to dominate economic affairs of Malaysia until 1981 when the Malaysian government through a “dawn raid” acquired ownership of the company (Yacob & White, 2010).

<sup>31</sup> The Government of Liberia commissioned an audit of the Guthrie Plantation from 2006-2008. Changes to B.F. Goodrich agreement as reflected in the new agreement can be found on page 5 of the audit report.

## 2.2 Map of Guthrie Plantation



Data for this map compiled from the 1954 B.F. Goodrich Agreement, B.F. Goodrich Archive at the University of Akron and Google Earth Pro. Map prepared by the Cartography Laboratory of the University of Wisconsin-Madison.

In Figure 2.2, Guthrie, after taking over the former B.F. Goodrich “developed land” (7,149 hectares), appropriated new lands (5,589 hectares) between 1985-1990. Together, these 12,738 hectares represented 11 percent of the 120,000 hectares that was granted to Guthrie.

### 2.4.3 Guthrie Rubber Plantation During the War Years

Guthrie operated the plantation until 1989 when the Liberian Civil War started. Preceded by several closures, due to the civil war and re-openings (as conditions improved), the company officially and finally closed its operations in 2001. In an October 30, 2001 letter to the Finance Minister, the company promised to “continue to pay the minimum annual rent specified in the concession Agreement” (Morlu, 2011 p.5).

Following the departure of Guthrie, the Taylor Administration (1997-2003) gave the plantation to the General Resources Corporation, Inc. in a 10-year concession agreement dated March 14, 2003.<sup>32</sup> General Resources Corporation's operation was interrupted by rebel forces of Liberians United for Reconciliation and Democracy (LURD) that was seeking to remove the Taylor government.

During 2003 LURD fighters occupied the plantation and their occupation continued after the war ended in August 2003. According to Liedow, in his book, *Violent Order: Rebel Organization and Liberia's Civil War*, a group of ex-combatants led by a LURD commander named Sumo Dennis occupied the Guthrie plantation after the end of the war from 2003 to 2006. He along with a handful of other commanders from other warring factions formed a High-Power Ruling Council (HPRC) that ran the plantation and illegally sold rubber to the Firestone corporation. As the rebels controlled the plantation, conditions for communities in and around the plantation became deplorable.

#### *2.4.3.1 Post-War Guthrie rubber plantation.*

During the National Transitional Government (NTGL) reign (2003-2005), the government tried to evict ex-combatants from the plantation who refused to leave citing a clause in the Accra Peace Agreement (CPA) that indicated that “[a]ll combatants shall remain in the declared and recorded locations until they proceed to reintegration activities or training for entry into the restructured Liberian armed forces or into civilian life” (UNMIL, 2006, p. 61).<sup>33</sup> In 2003, only LURD forces occupied the plantation but this clause in the CPA

---

<sup>32</sup> Charles Taylor launched a civil war in 1989. The war lasted 7 years and ended with his elections in 1997 as President of Liberia. A second civil war that was seeking to remove Taylor started in 1999. Taylor was forced to relinquish power in 2003.

<sup>33</sup> The CPA was an agreement signed in 2003 in Accra, Ghana between warring factions and the Liberian Government that brought the Liberian civil war to an end. In the CPA, a National Transitional Government was established to govern the country for 2 years.

encouraged other ex-combatants from different warring factions to move into the plantation. They hoped to settle in the plantation, make some quick money while awaiting their reintegration into the Liberian society.

In an October 24, 2004 communication from the Special Representative of the Secretary General (SRSG) Jacques Paul Klein to the NTGL Chairman Gyude Bryant, the SRSG urged that “immediate action be taken to address the state of impunity enjoyed by the ex-combatants in control of the Guthrie Rubber Plantation” (Klein 2004, p. 61). The SRSG further urged the Chairman “to establish a legitimate management structure and offered United Nations Mission in Liberia (UNMIL)’s support in the restoration of law and order” in the Guthrie Plantation. In response to the SRSG request, the NTGL Chairman decided to hand the management of the Guthrie Plantation to a private corporation. On March 14, 2003, a management contract between the Government of Liberia and General Resources Corporation (GRC) was signed. The contract vaguely indicated that the management contract should be implemented according to Liberian laws.<sup>34</sup> General Resources Corporation was unable to manage the Guthrie plantation due to constant occupation of the plantation by combatants. The contract was eventually terminated due to “breach of contract relating to required capital investment and that the NTGL had commenced the process of terminating the agreement” (UNMIL, 2006, p. 30).

After terminating the management contract with GRC, the NTGL signed another contract with Agro Resources Corporation (ARC) on September 8, 2005. A significant feature of the agreement was a clause that stated that Agro Resources employs all former ex-combatants occupying the plantation. The contract also stated that ARC trains 529 ex-combatants that were occupying the plantation but from the date of the contract until January

---

<sup>34</sup> See page 30 of the UNMIL report: *Human Rights in Liberia's Rubber Plantations: Tapping into the Future*

2006, ARC failed to manage the plantation or conduct the training (UMIL, 2006). Agro Resources Corporation complained about violent activities of ex-combatants, which prevented the company from managing the plantation until January 2006 when President Ellen Johnson Sirleaf was sworn into office. The contract with ARC was subsequently cancelled.

Insecurity coupled with the lack of revenue generation at Guthrie and other plantations continued. As stated in a United Nations Mission in Liberia (UNMIL) report:

The future potential value of the Guthrie and Sinoe Plantations is also being squandered through these illegal occupations. The former fighters are not trained in sustainable rubber production. The local community and rubber industry representatives have stated that the current rate of tapping is unsustainable and that irreparable damage is being done. There are also reports that trees are being cut down for charcoal production.

For these reasons, President Ellen Johnson Sirleaf in February 2006 established a Joint Government of Liberia – United Nations Rubber Plantation Task Force with the responsibility of ensuring that “ongoing tensions and significant losses of government revenue due to inefficient management of publicly owned plantations” are addressed (UNMIL Press Release, p.9). The Task Force began its work and on August 15, 2006 took possession of the Guthrie Plantation with the deployment of officers from both the Liberian National Police (LNP) and UNMIL.

In implementing the report of the Joint Task Force, President Sirleaf appointed an Interim Management Team headed by the Rubber Planters Association of Liberia (RPAL), a private not-for-profit entity established in 1966 by an act of the Liberian Legislature, to maintain rule of law, promote peace and security, create employment opportunities for residents, and legally produce and sell rubber. An audit report indicated that Guthrie Plantation was run from August 15, 2006 to January 15, 2008 without a formal or signed contract between the Government of Liberia and RPAL for 18 months. Despite several financial and administrative irregularities in the operation of the farm, the audit further

reports that another interim management team headed by the Rubber Developers Authority was appointed.<sup>35</sup> This management team ran the plantation until 2009 when the former Guthrie Plantation and additional lands were granted to Sime Darby Company.

I must also point out that some Liberians elites benefited from these bad negotiations. According to a key informant, the establishment of President Tubman's autocracy in Liberia was the result of benefits he personally reaped from the Firestone establishment. We also see similar trend today in awarding contracts to companies. Unequal benefits resulted not only from informal payments from concessionaires but from formally-recognized programs that differentially benefitted Liberian elites. For example, Firestone was providing extension services to Liberian rubber growers by providing them with high yield rubber stumps. Many of the people who received rubber stumps were government current or former government officials. Government officials also received free medical treatment from the Firestone Hospital. In fact, interviews I conducted with retired Firestone workers indicate that several strike actions at the Firestone Plantation were the results of low wages. Each time Firestone wanted to increased wages, there were oppositions from elite Liberian rubber farmers who felt that if Firestone increases wages, it would affect the operations of their private farms because they would be required to pay similar wages to their workers. They therefore, sought to lower wages.

---

<sup>35</sup> The Liberia Rubber Development Authority, formerly the Liberian Rubber Development Unit (LRDU), established in 1978 under the Ministry of Agriculture was an act of legislature establishing a corporate body of Government of the Republic of Liberia with primary objectives to engage in scientific research relating to all aspects of production and distribution of rubber and to engage in the rehabilitation of rubber farms.

#### 2.4.4 The Sime Darby Concession Agreement.

A 2007 merger that brought together three Malaysian companies: Sime Darby Berhad (SDB), Guthrie and Golden Hope Berhad (GHB) and Kumpulan Guthrie Berhad (KGB), created one of the largest agriculture plantation companies in the world producing 2.5 million tons of crude palm oil or five percent of the world annual production.<sup>36</sup> This company was named Sime Darby Berhad.<sup>37</sup> As discussed above, one of the merging companies (KGB) had earlier acquired a rubber plantation in Liberia during the 1980s but it had closed in 2001 due to political instability. By late 2003, the political situation had stabilized and Sime Darby was determined to return to its business venture in Liberia.

There are five main reasons for Sime Darby coming to Liberia. First, as discussed above, Sime Darby, through a merger with KGB, already had 120,000-hectare concession in Liberia.<sup>38</sup> The terms of the concession were still valid and it was only a matter of renegotiation. Second, Liberia had abundant land that was largely uncultivated. The country hosts about 40 percent of the remaining Guinean Forest in West Africa. Located in the humid tropics with considerable rainfall and sunshine, both favorable for oil palm production, Liberia became a focus of Sime Darby expansion efforts. Third, the country, after more than

---

<sup>36</sup> Sime Darby Company profile is described on Banktrack  
[https://www.banktrack.org/show/companyprofiles/sime\\_darby](https://www.banktrack.org/show/companyprofiles/sime_darby). Retrieved on April 21, 2018.

<sup>37</sup> In 1910 a Scottish fortune seeker, William Middleton Sime and a British banker, Henry Darby joined to form the Sime, Darby and company. The company first managed Some 202 hectares of rubber estate in British Malaya (Ahmad & Kitchen, 2008). Although the company was mainly involved with agriculture, success in its enterprise created other business opportunities. Like the acquisition of Guthrie as described above, the Malaysian Government through the fulfilment of a New Economic Policy (NEP), acquired majority of Sime Darby Company shares on a London Stock Exchange Market. The NEP was a policy developed by the Government of Malaysia in 1970 with the goal of stimulating economic growth and reducing poverty. A major goal of the NEP was to give share of foreign owned companies operating in Malaysia to Malaysians. For details see *The New Economic Policy and Interethnic Relations in Malaysia*, by Jomo, K. S. (2004).

<sup>38</sup> Part of the Permeable to the concession agreement between Sime Darby and the Government of Liberia states that the Government of Liberia intends to grant 220,000 hectares of land and of this amount 120,000 was originally granted to Guthrie in the old concession agreement.

25 years of political instability, was experiencing more than 85 percent unemployment and a low standard of living and therefore was eager for macro-economic development. Fourth, Sime Darby, realizing the potential of the oil palm industry and the scarcity of land in Indonesia (through a 2-year moratorium on large land leases by the Indonesian government) and Malaysia, decided to find alternative land for expansion. Fifth, the geographical location of Liberia presents a unique location for easy transport of crude palm oil around the world.

On July 23, 2009, an amended and restated concession agreement was signed between the government of Liberia and Sime Darby Plantation-Liberia. The preamble to the agreement narrates the history of Sime Darby (KGB) operations in Liberia and the reasons for granting a new concession. It begins with the history of how Liberia granted 242811 hectares of broadly defined land to B.F. Goodrich in the 1950s, how B.F. Goodrich transferred its rights to Guthrie Corporation and how Guthrie was forced to close due to civil unrest. The preamble demonstrates the desire of KGB

to make significant new investment in Liberia upon receipt of assurances from the Government as to tax, fiscal and other terms that will govern, or apply to KGB's investment and other operations in Liberia" and the Government "recognizes that foreign direct investment in the agricultural sector is a key component of its post-conflict rebuilding process and acknowledges that economic benefits that will result from KGB's business operations and other investment .... the generation of employment opportunities, export revenue and downstream economic activities in *Liberia.*"

The preamble to the agreement as summarized above highlights two major interests. First, Sime Darby (KGB) wanted to make a "significant investment" even as broadly defined predicated on the government granting favorable tax breaks, fiscal incentives (such as free import and export duties), and other favorable terms that include the burden of relocating settlements on the shoulders of government. Second, the government of Liberia's age-old FDI model of economic development, while failing in the past, is reintroduced. Starting with post World War II structural adjustment economic model, several writers investigated and analyzed how the FDI model of economic development undermined human and infrastructure

development of Liberia (Clower, 1966; Sawyer, 1992). For example, Carlsson in his book, *The Limits to Structural Change* compared economic development of Liberia and Ghana and concluded that Ghana progressed faster than Liberia because many producers of cocoa were Ghanaians while producers in Liberia were foreigners. Ghanaians who owned cocoa farms had incentive to invest in long-term infrastructure projects while foreign investors in Liberia were interested in profiteering on the export of raw materials.

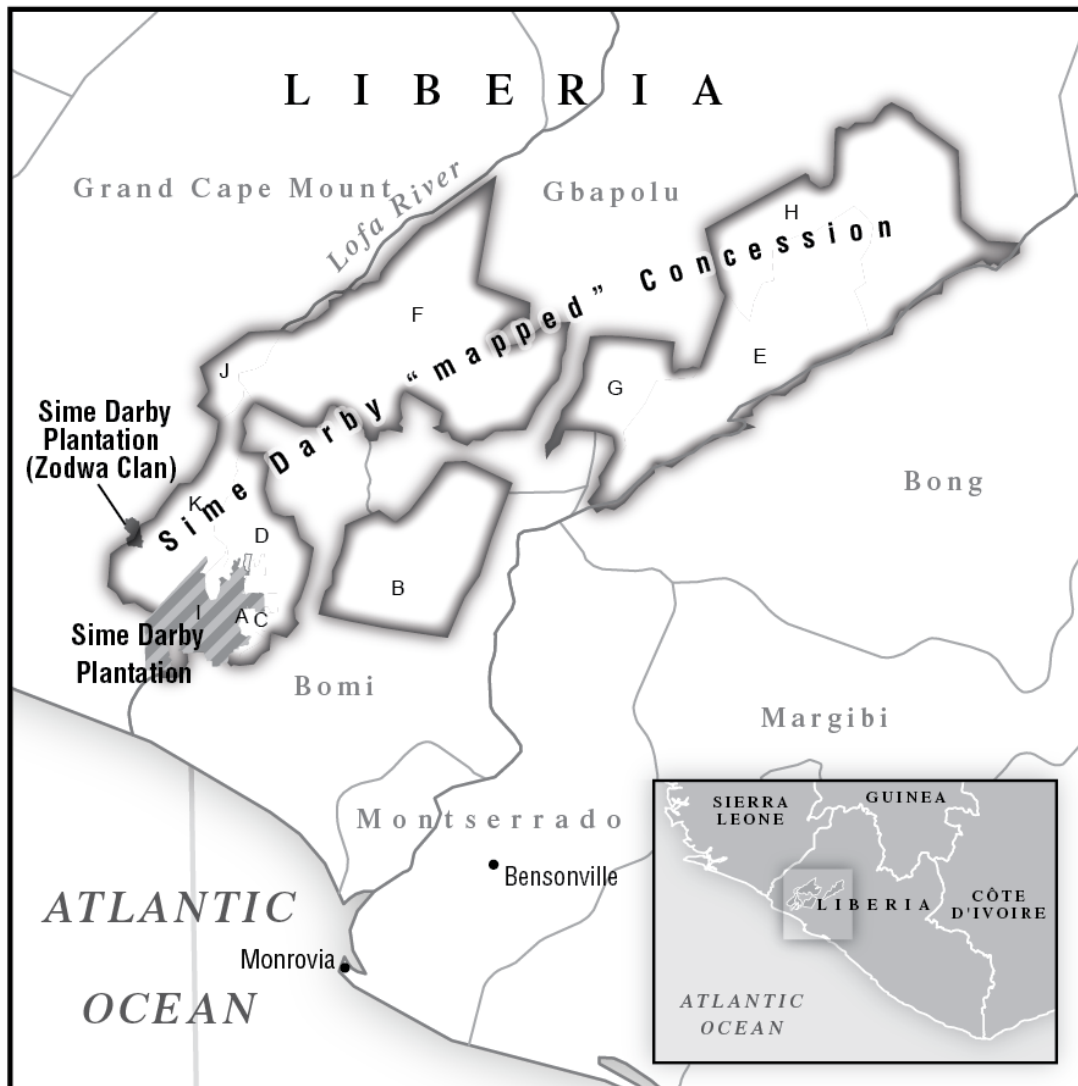
And so, the government of Liberia granted 311,187 hectares of land known as gross concession area for a period of 63 years' subject to renewal.<sup>39</sup> It is important to note that during the passage of the Sime Darby agreement, the specific concession area was not identified but was projected to be identified in four counties through a joint survey by Sime Darby and the Government of Liberia within 12 months. While the cost of the survey was to be underwritten by Sime Darby, the Government obligated itself to making sure the 311,187 hectares were free from any third-party claims but as we will see throughout this dissertation, this obligation would come to meet with stiff resistance from indigenous landowners. Out of the 311,187 hectares, 220,000 were to be identified as the actual concession area-meaning the portion of the land developed exclusively by Sime Darby. An additional 44,000 hectares were to be identified and set aside for an "out-growers' program."<sup>40</sup> Thus, out of the 311,187-hectare area, 264,000 hectares were to be identified jointly by the company and government for development.

---

<sup>39</sup> The Gross Concession Area was the land (311,187 hectares) chosen from four counties from which the Concession land (220,000 hectares) and Out-growers land (44,000 hectares) were to be chosen.

<sup>40</sup> Section 15.2 of the Concession Agreement describes an out-growers program. The program which supposed to benefit small Liberian farmers is set up for failure.

Figure 2. 3 Sime Darby "mapped" Concession



Data for this map compiled from B.F. Goodrich Archive at the University of Akron, Sime Darby Concession Map from the Ministry of Agriculture and Google Earth Pro. Map prepared by the Cartography Laboratory of the University of Wisconsin-Madison.

In Figure 2.3, notice the “mapped” concession lands are in 4 counties: Bomi, Cape Mount, Bong and Gbarpolu. This mapped concession lands represent 100 percent of the gross concession land, which is 311,187 hectares.

The processes of identifying the 264,000 hectares as laid out in the concession agreement show either the incompetence of Liberian government officials or the lack of adequate preparation or both. A competent and prepared government would first conduct a

survey and carry out comprehensive zoning before inviting investors. Instead, the identification of the 264,000 hectares of land was through a trial and error process. For example, if suitable lands for Sime Darby and the out-growers program were not available in the gross concession area, the government obligated itself to identifying additional lands for the company. Once the 264,000 hectares were identified, the government was obligated that no other rights are granted during the 63 years of the company operation. It is important to mention here that after almost eight years of Sime Darby operation, not a single hectare of the proposed 44,000 hectares for the out-growers program has been identified. In addition to the 220,000 hectares exclusively granted to Sime Darby for development, the company was granted the right to lease any other private land in the Republic of Liberia. No surface rental fee is to be paid for privately-held land acquired by the company. The company is obligated to notify the government in three months that it has acquired a defined quantity of private land. The government does not have right, under the concession agreement, to regulate such private land transactions.

A clause that has huge implications for local communities in the agreement is the resettlement clause. Sime Darby may inform the government about the settlements of some communities that may impede the concession's development. The company needs to demonstrate the need for resettlement and if the government approves the proposed resettlement plan, the cost of resettlement is to be shared both by the company and the government. The company is only responsible to pay \$200 per hectare for "*land that requires resettlement and Government will bear the cost and pay for resettlement expenses that exceed \$200 per hectare.*"<sup>41</sup> The \$200 per hectare for resettlement land is not defined. This could

---

<sup>41</sup> For details on resettlement, see section 4.3 of the Sime Darby Concession Agreement.

apply to land upon which the current settlement is built. It could also mean land upon which a relocated community is to be settled. Whatever the case, the \$200 per hectare does not take into consideration community land in its totality- only land upon which buildings are constructed ignoring adjacent farming lands used for livelihood and cultural purposes. A fifty percent tax credit was given by the Liberian Government to Sime Darby for all resettlement expenses incurred by the company in the year in which the resettlement expenses occur.

According to the concession agreement, a resettlement committee comprising of six members would be established to manage resettlement activities. Membership to the committee is to be chosen in a way that likely does not allow proper representation of the resettled communities. For instance, the government and Sime Darby are each charged with choosing three members with one of these from the resettled communities. Together, two government representatives, two Sime Darby representatives and two persons (not representatives) from the resettled communities appointed by the government and the company will manage resettlement activities. It is important to mention that after almost seven years of company operations, no resettlement committee was in place during the time I was conducting my field research from January –November 2016.

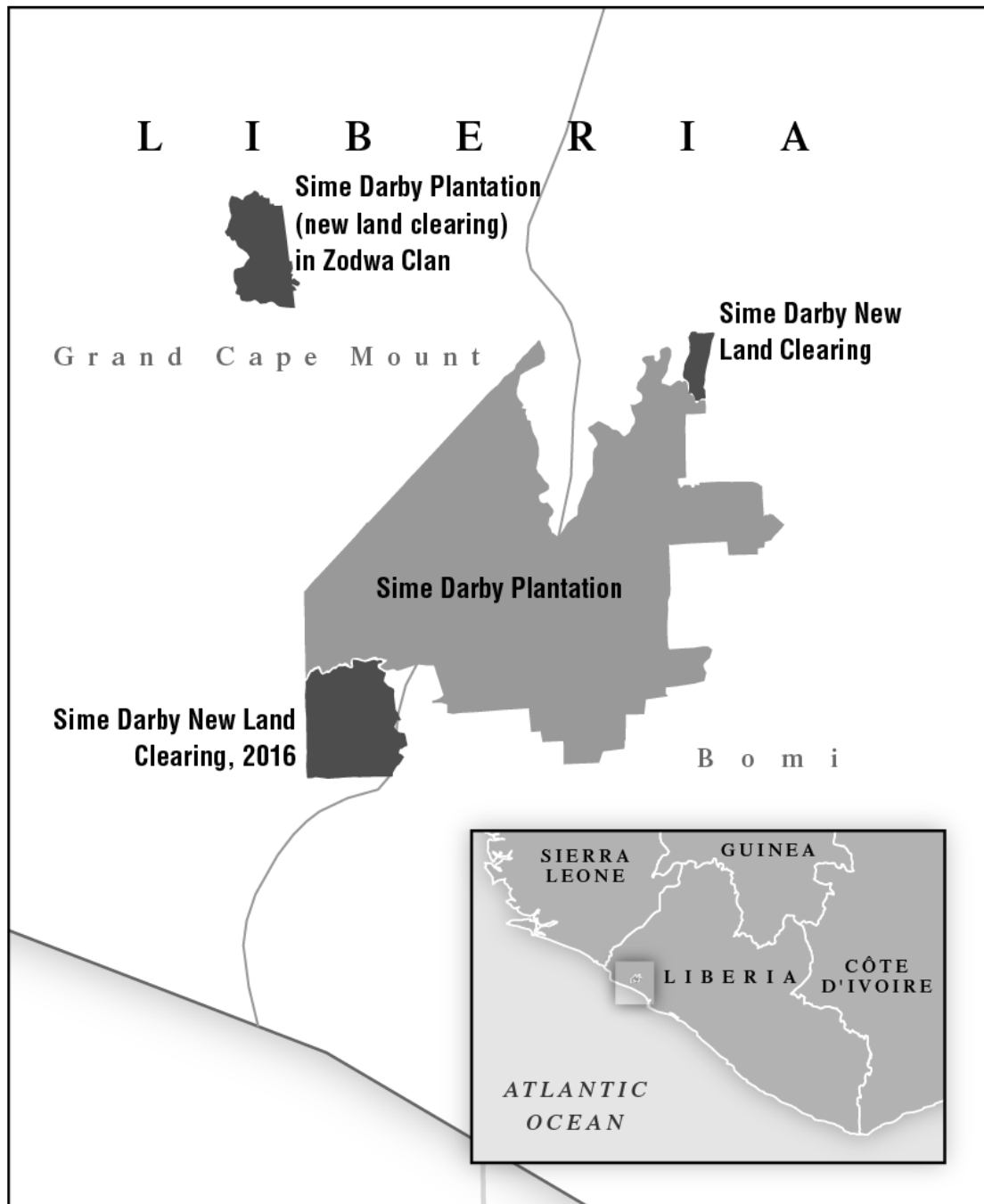
As of this writing, the company has not resettled a single community. Realizing the complexities and possible high costs associated with resettlements, communities were not relocated. Communities affected by Sime Darby development remained in place but thin buffers (some less than 500 meters) were created around them. While a community's buildings may remain in place, a significant fraction of the community's land necessary for livelihood activities was appropriated under such arrangements.

Although Government reserved the rights to exploit petroleum and other mineral resources in the concession area, Section 4.6 to 4.8 obligated the Government to make double payments for damages “*to investor's property or assets and for any economic or other*

*losses*” including claims, liability, costs and attorneys (even those appointed by Sime Darby) fees. In Section 6.6 (b), the government or its designated third party licensee must pay for the above-mentioned damages with a bond through a reputable international financial institution before any exploration or mining activities commence in the concession area. Moreover, section 4.8 obligates the Government to find additional land to replace concession land taken for exploration or mining activities. If there is no replacement land, then Government must “compensate Sime Darby for the fair market value of the property and assets taken .... and the economic loss that Sime Darby suffers.”

Further broadening the rights of Sime Darby in the concession agreement, the company was given a monopoly in buying rubber in the concession area and within 10km of the outside boundary of the concession area. It also gave monopoly over palm oil and rubber processing plants within the concession area and within 60km of the boundary of the concession. This represents 10,756 square miles over which the company’s monopoly powers extend, representing about 25 percent of the total land area of Liberia.

Figure 2. 4 Sime Darby Plantation, 2016



Data for this map compiled from B.F. Goodrich Archive at the University of Akron, Sime Darby Concession Map from the Ministry of Agriculture and Google Earth Pro. Map prepared by the Cartography Laboratory of the University of Wisconsin-Madison.

Figure 2.4 shows the extent of Sime Darby land appropriations. In 2010 Sime Darby took over the former Guthrie plantation (12,738 hectares) and appropriated additional 2,174 hectares of rural lands. Together, these represent 5 percent of the mapped concession area.

As discussed earlier in this chapter, part of the land granted to Sime Darby has undergone several agreements. Liabilities arising from previous agreements were inherited by incoming management. In fact, interviews with former B.F. Goodrich and Guthrie workers indicate that when Guthrie took over from B.F. Goodrich, the former were responsible to pay pensions and other financial settlements that the previous company owed. Moreover, when Guthrie was formally closed in 2001 due to the war, it committed itself to continue to pay its workers. It is surprising therefore that in sections 5.5 and 5.6 of the 2009 concession agreement, the government “represents and warrants ..... there are no outstanding claims and liabilities” .... and if Sime Darby discovers that there are claims and or liabilities, the government will be responsible for any settlements including attorney fees of the company.

An out-growers program with the intention to help small Liberians farmers was established in the agreement in a way that benefits the company. This program was seen as a way for Sime Darby to provide technical assistance to small-scale oil palm growers. In section 15.2, the government is responsible to provide 44,000 hectares outside the concession area but within the parameters of the gross concession area; ensure there are no third-party claims; provide finance or help of the company seek financial assistance from international financial institutions; and form a farmer cooperative. Additionally, the government is responsible for mitigating environmental issues that may arise as a result of the out-growers program. Farmers in the out-growers program are responsible to pay a fee to Sime Darby for the technical assistance it provides. With these obligations, individuals in the out-growers program are required to sell fruit branches to Sime Darby through the monopoly power granted to the company. It is further agreed in section 15.2 (d) that “*in the event the funding for the Out-growers program cannot be obtained for any reason*” .... the company is not obligated to start the out-growers program and is not in breach of the agreement.

In addition to the twenty-five percent corporate income tax for the initial 25 years of its operation, Sime Darby is obligated to pay \$5 (five dollars) per hectare annually as a “Community Development Contribution”, which is to be managed by a committee of no more than 10 members. The stated intent of this contribution is to benefit local communities. Other contributions include one percent of the annual gross sale of oil palm products and one percent of the annual gross sale of rubber products for the oil palm development fund and rubber development fund respectively.<sup>42</sup> Moreover, Sime Darby was granted several tax incentives. These included free import duties on capital goods for the first eight years, goods that will enable the company to settle its social obligations and export taxes on oil palm and rubber products, which are the major products of the company.<sup>43</sup>

An additional feature of this agreement was the granting of carbon credits right to Sime Darby. Section 21.12 (a) of the agreement states:

“To the extent Investor realizes certified emission reduction credits or other carbon-equivalent emission reduction credits, or other corresponding monetary value or cost savings that results from greenhouse gas emission reduction whether created by Investor or a third party acting ... such credits received by Investor, less any associated costs which would be considered an expense, must be declared a taxable income ...”

It goes on to specifically grant carbon credits rights to the company forbidding any claims either by the government or a third party. Section 21.12 (b) “.... *Government unconditionally and irrevocably: (a) waives, in favor of the Investor, any right or claim to such Carbon Rights; ....*” One could wonder why Liberia gave carbon credits rights to a Foreign company when such company is actively cutting down carbon rich secondary forests and replanting them with monoculture oil palms.

---

<sup>42</sup> These are government programs with the goal of supporting both rubber and oil palm farmers.

<sup>43</sup> For details of the company taxation scheme see section 19 of the Sime Darby Concession Agreement.

## 2.5 WHY CONCESSIONAIRES ONLY DEVELOPED A FRACTION OF THEIR GRANTED LANDS.

Firestone was granted up to 1 million acres and after 81 years (October 2, 1926-March 31, 2008) of operation, the company developed just 12 percent of the land granted under the 1926 agreement. B.F. Goodrich was granted 242,811 hectares but the company only developed 3 percent. Guthrie developed 11 percent (including land that was developed by B. F. Goodrich) of the 120,000 hectares that was granted to the company. As of 2016, Sime Darby had developed 8 percent (including the former Guthrie rubber plantation) of the 220,000 hectares granted under the 2009 agreement. From these figures, one can clearly see that these agreements have not been fully implemented as stipulated in the contracts.

Even though there may be other reasons for companies to not fully develop lands granted under various agreements, I discovered that the misperceived “vacant” nature of the lands that were granted to foreign investors posed serious impediments to the development of these lands. For example, interviews I conducted with informants indicated that several communities resisted the operations of B.F. Goodrich. Some communities demanded the relocation of corner stones that was planted by B.F. Goodrich. The company was also responsible to relocate rural communities and pay for tree crops. Guthrie and Sime Darby faced similar issues of compensation for tree crops and community resistance. These issues have serious cost implications that were ignored in the concession agreements. For instance, during my research, I saw 800,000 overgrown palm seedlings on the Sime Darby plantation. The Manager for the nursery told me that the palm seedlings were now overgrown for transplanting because of land appropriation resistance from local communities. Sime Darby General Manager, in a meeting dated April 20, 2013, indicated the company had already spent 70 percent above the company budget due to constant resistance from local communities and tree crop payments.

In addition, the lands granted were too large and often beyond the company's development capacity. Even if there were no local resistance, it was impossible for some of these companies to develop all the land granted to them. For example, Firestone was granted a land area covering up to 404,815 hectares. The landmass of Margibi County, where Firestone plantation is located is 269,099 hectares.<sup>44</sup> If Firestone had developed all its land, the entire Margibi County plus additional lands in other counties could have been covered with rubber. Similarly, if Sime Darby were to develop all the 220,000 hectares granted under its agreement, it would have surpassed the total land mass of Bomi County, which is 195,544 hectares.

## 2.6 CONCLUSION

On one occasion during my field data collection, all female informants in a focus group discussion described themselves: "We are sitting here naked". Naked in a sense that all their lands have been taken away and replanted with a monoculture of oil palms. Their villages are sitting in middle of more than 10,000 hectares of "developed" lands as part of a 220,000-agriculture concession granted to Malaysian company. This chapter has demonstrated that the transformations that are taking place today in western Liberia are not new but are deeply tied to the political and economic histories of Liberia. The chapter argues that politically, Liberia as a small and weak Black country has been manipulated since its creation to the service of both Liberian elites and foreign interests. European pacification movement that sought not only to divide the African Continent but to annex Liberia forced the small nation to expand into the interior. Without monetary resources to finance such expansion, Liberia was compelled to borrow money from Great Britain, a country seeking to annex the interior of

---

<sup>44</sup> The counties total landmass figures were accessed on <https://www.lisgis.net> on 2018-05-16 11:40:42

Liberia. When Liberia defaulted on its loan payments, the granting of large-scale agriculture concessions became collateral for further borrowing.

An economic policy that endured with a 1926 concession agreement between Liberia and an American investor, Harvey Firestone, opened the country to foreign investors. This set the stage for another concession agreement with B.F. Goodrich Company in 1954. The chapter explained how such policies have historically not benefited majority of Liberians. Continuing a failed foreign direct investment economic model, I analyze the 2009 Sime Darby concession agreement and conclude that Liberian government officials who were part of the agreement were either incompetent or chose to ignore the ways that Liberia, particularly local communities, were losing from the agreement. The result is the “naked” women who are made worse off as a result of the Sime Darby agreement.

## **CHAPTER 3: SETTLEMENT HISTORIES, LAND TENURE, AND LAND APPROPRIATION**

The six communities where I conducted my dissertation fieldwork are in Bomi and Grand Cape counties that are two of the 15 counties that exist in Liberia. Grand Cape County was part of the four counties that made of Liberia when the country gained its independence in 1847 and Bomi was first created as a territory, which later became a county (1984). Chapter three traces the history of migration of the Vai people and their subsequent occupation of what is called Grand Cape Mount today. It also highlights the role of the Gola as an agricultural people. After discussing the impacts of both B.F. Goodrich and Guthrie on the inhabitants of the land, the chapter turns to a more detailed analysis of Sime Darby's engagements with local communities. The company's initial engagements with affected communities can broadly be characterized in the following way. First, the company without the application of the principles of Free, Prior and Informed Consent (FPIC) appropriated large tracts of rural lands from 2011-2012. While the FPIC processes will be described more fully below, it refers to the requirement to gain certain international certification that local communities consent to land appropriations after being fully informed by the concessionaire about the costs and benefits of development proposal. Second, stiff resistance from local people opened a door for post-land appropriation negotiations with communities whose lands were already appropriated and pre-land appropriation FPIC processes with other communities.

### **3.1 SETTLEMENT HISTORY AND LAND TENURE WITHIN THE STUDY AREA**

#### **3.1.1 General Settlement History**

Accounts of settlements in the research area predate modern Liberia. Covered by dense rain forests and stretching some 100 miles inland, this area was occupied by the Golas, who were initially hunters and fishermen but later adopted farming. Because they occupied the Atlantic

coastlines between mouths of the St. Paul and the Mano Rivers, the Golas gained a mastery of salt making. The method involved the boiling of salty sea water in earthen pots and the collection of the residues (saline salts). Salt produced by the Golas were, historically, important regional commodities. Salt was traded by the Golas into the upper Guinean rainforests and beyond to the savannas in north occupied by the Mani people.

Massaquoi (1911), a Vai man and Liberian diplomat, narrates the migration of the Vai and subsequent conquering of the coastline Golas. According to Massaquoi, the Vai were originally part of the Mani (now Mandingo) people who occupied the plain of Musardu in present-day Guinea. Some of their traders ventured into the rainforests and on to the sea coast where they traded cattle in exchange for salt and carried back news of the beautiful and peaceful coastlines. This news motivated some of the Mani people who wanted to leave their homelands to try migrating into the rainforests. As time went by, one of their princes named Kamara, the son of Kamara the Great of the Mali Empire organized an army, which marched into the rainforest hoping to reach to the sea. As they marched southward, conquering and crushing obstacles along the way, the tired and wearied army of Kamara reached a place which is now called Kono country in present day Sierra Leone. Massaquoi (1911 p. 461) writes:

There in a dense forest, but with a landscape beautiful to behold, it was suggested by some tired of the tedious journey and others timid from anticipation of a fate similar to that which befell others of their countrymen who attempted a journey to the sea, that they should remain at that point, while their brave brothers went to find the sea. Kamara agreed and said "Hn Konno Mbala ta vai" (or "fai") literally, "Wait for me while I go bravely" (or fiercely). Here was the beginning of another two distinct branches of the Manica family-the Konno or those who waited and the Vais or the braves who forced their way to the sea. As a proof of this story, in the Mandingo, Konno and Vai languages the word Konno means wait and Vai or Fai, brave. Although this separation took place centuries ago, yet the sameness in these languages is remarkable; especially between those of the Konno and the Vai who, after parting with the mother country, kept up communication with each other for over a century, the Waiters with the Braves.

The Vai (the Braves) marched their way to the sea coast and were met with little resistance from the Golas. The Vai integrated with the Golas through intermarriage. Massaquoi (1911) writes that the medium heights and fair complexion of the Vai may reflect these intermarriages because the Mani men are mostly tall and black. With intermarriage also came the amalgamation of the land administration and political structures of the Vai and the Golas.

The Gola and Vai system of land administration is based on kinship through ranked lineages (D'Azevedo, 1962). The process involves a village founded by a core lineage and surrounding hamlets populated by other lineages. These hamlets are tied to the village through their obligations to provide taxes and labor to the founding lineage. Allocation of common lands is strongly shaped by the most senior member of the founding lineage (the "chief"). Still, the chief's power is not absolute with other senior members within the lineage holding some authority over land administration. Political authority is thus vested in chiefs who are answerable to council of elders. The power of chiefs depends on the size of the political and geographical unit(s) they are controlling. For instance, a town chief (having control over a town and surrounding hamlets) is less powerful in terms of control over land and people than the chief of a chiefdom (having control over many towns with common ancestry history). Outside of the founding lineage, people gain land ownership rights through intermarriage, labor contributions to the major landowning lineage, and military services.

The Liberian government through its pacification movement established a system of indirect rule similar to that of other colonial powers in Africa. The goal was to leave the traditional method of administration described above intact with chiefs reporting to the administration but in practice this was not the case. The intervention of the Liberian government transformed the Vai and Gola system of administration in two important ways. First, instead of the chiefs being accountable to the council of elders as it has previously been practiced, they became more and more accountable only to the Liberian government. The

Liberian government achieved this by combining autonomous geo-political units into simple administrative units. Towns were combined to form clans governed by a new position of clan chief. Groups of clans with connected histories of lineages, were combined to form chiefdoms governed by the new position of Paramount Chief. Second, Liberian law requires that clan and paramount chiefs were to be elected by members of their communities but in actual practice this has not been the case in recent time. I conducted interviews with the Paramount and Clan Chief of the study area and both told me that they were not elected. Instead, they were appointed by high ranking officials within the Liberian government.

The imposition of Liberian rule also worked, over time, to erode the power of another pole of authority within the study area, namely the secret society called Poro, which is an indigenous fraternity that ensures inter-tribal brotherhood and promotes inter-tribal social, political and economic alliances (D'Azevedo, 1962).<sup>45</sup> Although its structure and influence are dissipating rapidly, this secret society as Little (1965) indicates, regulated the use of local resources such as the harvesting of palm fruits, fishing, and regulated trading practices. The placing of Poro signs on palm trees or fishing grounds prevented anyone from harvesting these resources (Little, 1965). The Poro tribunal was the highest decision-making body presiding over land disputes and criminal offences such as murder and witchcraft activities. As an educational institution for boys, Poro School was a place teen-age boys were taught the culture and norms of the society, farming and hunting techniques and everything it takes to be a successful man in the society. The head of the Poro (the Zo) was the chief custodian of spirituality and as stated above, his court was the Supreme Court of the land. Although there are some remnants of Poro in Bomi and Cape Mount, the imposition of the Liberian political

---

<sup>45</sup> The Sendi society is the female counterpart of the male Poro. In the Sendi school, girls are taught how to become wives, midwives, and healing techniques.

and administrative structures over those of the Gola and Vai, the Liberian civil war that disintegrated local communities, and recent land appropriations (that is the desecration of sacred Poro forests) of Sime Darby have undercut the powers of the Poro society.

### 3.1.2 Settlement Histories of the Study Communities

Each of the six communities I worked in has a unique history. In addition to swidden agriculture that requires a large land area, forced labor imposed by the Liberian government, natural disasters and warfare were all factors that have shaped the pattern of settlement within the study area.<sup>46</sup> Two of the study communities have a settlement history dating back to pre-Liberia when slavery and inter-tribal warfare were common in this area. According to legend, these two communities were built by warriors. Five warriors decided they were going to build new towns. Each of them took 25 men with them. The head warrior had a short-sleeved shirt. A sign that a land could be suitable for establishing settlement was that the short-sleeved shirt would become a long-sleeved shirt and when this took place, one brother should stop and establish a settlement there while the rest of the warriors moved on. After many days of walking in the forest, “they reach here and the shirt got long and the head warrior said this place will be my town” (interview with an elder). So, he marked the place and left the others to begin clearing the forest. The other warriors continued the journey and ritual until all of them established their towns. In the old days, each of these towns was barricaded with fences preventing easy entry by enemy forces.

---

<sup>46</sup> Fairhead, J. compiled the field notes of three expeditions of Americo-Liberians to the interior of Africa: Fairhead, J., Geysbeek, T., Holsoe, S. E., & Leach, M. (Eds.). (2003). *African-American exploration in West Africa: Four nineteenth-century diaries*. Indiana University Press.

In one of those expeditions, (Sim, 1858) described how populous the Gola country was in 1858. On his expedition, he saw towns that were very big, some with as many as 200 houses.

The practice of forced labor and tax collection by the Liberian government disintegrated old towns and created new ones. The government actively recruited and forced indigenous people to build roads and government houses (Akpan, 1973). Because of this, people moved into forested areas to establish new settlements as a way of hiding. One of the study communities was established in this way. An elder narrates how it was established:

This town was founded in 1941 when I was a small boy. All the people that founded this town had died. Our people who founded this town came from another town. They moved to find another town because of the force labor that was imposed upon them. Our people came from Lofa and settled in the first town. As the town got big, government used to send people to come recruit our people for force labor. At that time, the force labor issue used to break down large towns. When the Superintendent or other government officials and wives were traveling, our people were force to take them in hammock. In addition to the forced labor, there used to be the collection of hut tax. It was hard on our people so as time went by seven brothers got together and decided to move and form their own town. When they arrived here, this town had been abandoned. Only two old men were here and our people gave them one sheep, one roll of white cloth and some money as appreciation for the land. That was how the seven brothers built their huts here. It was a small town but today it has become a big town.

Earlier I noted that the Vai and Gola traditionally practiced swidden agriculture. This farming technique requires large areas of land. Population growth has led historically to the expansion of settlements into the forest. As the lands around a town were cleared, its inhabitants moved further away to clear new lands. Moving further away from the town meant longer walking distances, sometimes as far as 3-4 hours walk. To cut down on walking, some inhabitants built huts on their farms where they could stay for a few days to work. During the planting, birds and rodents could easily destroy the young plants by eating them and it was important for farmers to be around to “drive the birds” and hunt the animals. Similarly, the presence of the farmer was important during the harvest season. In this way, cultivation hamlets often developed. One of the research communities was established by a farmer who built a hut on his farm. As time went by another family joined him and gradually the place developed into a big town.

In addition, natural disasters such as floods contributed to the movement of people and the establishment of settlements. Residents of two of the research communities narrated that a flood caused their people to move from their old towns to establish the one they are living in today. The old towns were sitting at the bank of the river but heavy rains flooded the towns and the inhabitants were forced to escape the floods.

In sum, a consideration of the history of the study communities reveals that they are connected to other villages and places. These historical connections shape current political alliances and land rights. Outside interventions that ignore these connections, are likely to disrupt them and may elicit resistance.

### 3.1.3 Contemporary Tenure Arrangements within the Study Area

Land rights within the study area can be viewed as communal with communal rights regulated by custom and tradition. As with other parts of the interior of Liberia, land tenure arrangements in the research area can be thought of as a bundle of rights (Bruce & Migot-Acholla, 1994; Bruce, et al., 2010). Each member of the community holds certain rights within the bundle. These include the rights to plant cash crops, the rights to collect forest products, the rights to fishing and hunting, and the rights to cultivate rice and cassava farms. Other rights include the right to sacred lands such as burial and religious grounds, the rights to make gardens, the right to build dwelling places, and the right to medicinal products from the land.

These rights are both collective and individual. Individuals hold collective rights in that the bundle of rights serves as safety net supporting the livelihoods of all community members. Community members can use different elements of rights at the same time. For example, individuals can farm, fish, collect forest products and perform rituals on the same land. To avoid conflict, community norms and rules guide the behavior of community members. For example, if a farmer wants to farm a parcel of land, he can “mark” the

beginning and ending of the land he intends to clear, cutting a “road” in the bush. The second farmer can begin his mark where the first farmer ends. Similar rules apply to other resources.

Individual rights pertain to planted tree crops, sacred grounds and dwelling places. For example, the planting of tree crops creates tree tenure, which is closely related to and often complicates customary land tenure. As described by Sara Berry (1988), one who plants the tree crops has exclusive ownership. Since these tree crops live for years, the exclusive tenure rights in trees ultimately translates to the land planted with trees. For example, one who has tree crops on a specific parcel also has exclusive rights to natural oil palm trees within that parcel. If someone plants tree crops such as kola nut trees, cocoa, coffee, oranges and so on, he or she has individual rights over those cash crops during the life span of those crops. Similarly, if a young boy reaches maturity, he is allotted a parcel of land where he can build his “house”. The land upon which the house is situated is his “private” land which he can pass to his children. Sacred land, especially burial grounds, are also individual lands. The land where forefathers were buried belong to children and grandchildren.

One’s land-use rights are determined by membership within a community holding communal rights to land. These communal rights are tied to the community’s territory as governed by the chief and council of elders. Land boundaries between village territories developed as a result of land clearing. The establishment of community land “boundaries” came because of “farming practices, a process where community members “farmed land” (usually swidden cultivation), and stopped at a certain location (mountain, big tree or water body, which are landmarks). Overtime these stopping points became known as the boundaries for the community land. These boundaries were further enforced by clearing of roads. Each community would clear its portion of the road (usually footpaths) and stopped to the community land boundary. In places where there are no roads, the areas where community members conducted their livelihood activities (farming, hunting, fishing,

collection of forest products) became known as the community land. Determination of these community land boundaries are normally imbedded in the oral history and oral tradition of rural people.

### 3.2 LIVELIHOOD ACTIVITIES AND RELATIONSHIPS TO LAND

Like other parts of Liberia (Urey, 2013), people in the research communities have historically relied on smallholder agriculture and small businesses with men and women playing distinct roles<sup>47</sup>. While men relied on the planting tree crops such as rubber, cocoa, coffee and recently oil palms as sources of income, women have been involved with the growing of food crops, particularly cassava and small businesses for income. While Sime Darby land appropriations disrupted these activities in the communities who lost all their land, communities in the area who retain a significant portion of their land are still practicing these livelihood activities. In this section, I describe the livelihood activities of individuals in the research communities before the arrival of Sime Darby and how the company's land appropriations threaten to undermine these livelihood activities, which sets the stage for conflict between communities and Sime Darby.

Before the arrival of Sime Darby, the major livelihood activities within the current concession area was smallholder agriculture, particularly swidden cultivation. The cultivation of upland rice was labor intensive with both men and women participating. The farming cycle followed the pattern of rainfall. Liberia has two seasons. The dry season generally extends between mid-October through mid-April. Slashing of the secondary forests, burning as well as clearing the debris were usually done during the dry season. From mid-December to mid-April, both men and women slashed the secondary forests. Once undergrowth was cleared,

---

<sup>47</sup> Small businesses or petty trading include selling things like garden products, other food stuffs such as fish, and rice, dry goods such as clothes and cooking utensils. These are generally performed by women.

men felled the trees. This is because the labor associated with cutting down the hard wood trees is difficult for women. The next activity was to burn the field, which was done by men and normally done two months after the trees were cut down. Clearing the debris followed, which was also done by men.<sup>48</sup>

Once the men were done with clearing the debris, women planted the field with rice. This was usually done around May to June. At this same time, the men fenced the rice field. This fencing was done to prevent rodents (especially ground hogs) from destroying the rice stalks during later part of the growing period. The next stage in the farming process was weeding, which was normally done from July to August. It was also exclusively the responsibility of women. At this time, male involvement in rice farming was at a minimum. Therefore, many of them turned their attention to other activities such as planting rubber; and doing part-time wage labor to earn some income.

Around September to early October, the rice was heading and the responsibilities of driving birds fell on the children. Most rice-eating birds like the immature seeds and if they were not driven away constantly, they could destroy the rice. Once the rice was prevented from destruction, it would be ripe and ready for harvesting around late October to November. Harvesting rice was considered women's work. During harvest, men build granaries where the rice was stored.

In December, men harvested natural palms, and worked for wage on the old Guthrie rubber plantations while women were involved with fishing and selling produce in the markets. This was also the time to make small gardens, which were done mostly by women. Once the harvesting was done, part of the rice field was cleared and planted with cassava,

---

<sup>48</sup> In his Master thesis, Urey, 2013, *Factors Affecting the Administration of Rural Land Tenure, a Case Study of Two Communities in Bong County, Liberia*, similar patterns of swidden agriculture was discovered amongst people in central Liberia.

pepper, okra, and other crops. The rest of the field was left to fallow and the farming circle began again in January.

Other livelihood activities included the harvesting of naturally grown palms. Men harvested palm seeds largely during the dry season, while women participated in the production of palm seeds. Palm seeds have two products: red oil and palm kernel oil.<sup>49</sup> Some of the oils were used for household consumption and some were sold on the market. Bush meat hunting was also practiced in the DC communities and was exclusively a male activity. While predominantly women activities, men sometimes join in fishing. During the dry season, the water table was low and women use their fishing nets. At the rainy season, they used fishing baskets

Like the seasonal rice cultivation described above which men and women played specific roles, there were also different sources and control of incomes for men and women before the arrival of Sime Darby in the DC communities. Men were in control of incomes they obtained from selling palm oil on the market, from hunting, from selling seed rice and from short-term contract.<sup>50</sup> On the other hand, women received and controlled incomes from selling garden products mainly cassava, fishing, palm kernel oil and clean rice as well as income from small businesses.

---

<sup>49</sup> A second type of oil that is produced is the palm kernel oil. During washing in the second pit, palm kernels are separated from the pulps. Normally, most individuals do not make use of these kernels and as such they are normally piled up at the oil production site. Notwithstanding, some individuals, mostly older ladies, may take interest in producing palm kernel oil. The palm kernel oil is used for consumption and for sale. Palm kernel oil also has medicinal uses. The production technology involves drying the kernel in the sun and cracking the nuts. The kernel is then fried in a hot pot. While frying, the heat of from the pot pressures the oil from the kernel. Palm kernel oils are gray in color.

<sup>50</sup> Seed rice (rice seed) is some un-threshed seeds that are kept by farmers for replanting. In Liberia, Nongovernmental Organizations (NGOs) buy seed rice and distribute them to farmers for growing rice.

As described above, sources of incomes for men and women relied heavily on land resources before Sime Darby arrival in 2010. The company land appropriations did not only disrupt livelihood activities, it also disrupted various sources of income for men and women in the DC communities. The company did not leave land where households in the DC communities could conduct their livelihood activities. It did not relocate or provide alternative lands to the affected communities. As replacement for loss of livelihoods and incomes, the company introduced an employment system that employ one person from each house in the DC communities. Nearly all those that are employ are men. This creates vulnerabilities for women who after losing their incomes through land appropriations have no alternatives and must rely solely on men for both food and financial support.

### 3.3 LAND APPROPRIATION AND LAND RIGHTS

As described in section 3.1, rural land tenures are complex and involve land-use and management by rural people. This contrasts with the vacant nature of rural land shaped by national law where concessionaire such as Sime Darby operates. Moreover, one cannot simply presume that land was controlled by the nearest settlement –due to the history of disruption experienced by local communities. Migration had been common with rights often retained to land proximate to villages by people in other villages. Imposing the rectangular boundaries of a concession on this mosaic of property rights, has very much shaped the politics of concessionaire with regards to local people.

With this in mind, land appropriations in Bomi and Grand Cape Mount Counties go back as far as 1954 when the Government of Liberia and B.F. Goodrich entered into a concession agreement that gave the latter a broadly defined 242,811 hectares of rural lands. After some 31 years of operation, B.F. Goodrich sold its concession rights to Guthrie. Years of civil wars caused Guthrie to close its operation and in 2009 Sime Darby through another concession agreement took over the Guthrie plantation and appropriated additional lands.

Simply put, there are three interest groups with separate and competing interests who have played distinct roles in the unfolding politics surrounding these concessions. The first player is the government (Legislative and Executive branches) who entered into concession agreements with companies without involvement of the rural residents. With a development model that depends on foreign capital, the government was interested in “creating jobs” and raising revenues for its “development” goals. The second player is the concessionaire, such as Sime Darby, who is the “developer” aiming to maximize profits. Under the assumption that the lands granted to it under the concession agreement was free of any claims, B.F. Goodrich, Guthrie and Sime Darby Plantation Liberia quickly moved to appropriate rural peoples’ land. The third interest group are the rural residents who owned the land with interests in protecting it against large-scale appropriation without “just benefits”.

Because the government and the concessionaire reached a concession agreement protected under Liberian laws, these two players tended to support one another in the negotiations with local communities. These appropriations were conducted across a landscape that was peopled and upon which customary rights to land and inter-villages political connections were long established. Through agreements with the Liberian government, concessionaires claimed land from local people claiming, as supported by Liberian law, that their communal lands were actually controlled by the Liberian government, who had, in turn, granted rights to use the land to concessionaires as they saw fit. This situation increases the potential for serious social justice transgressions against the interests of local people.

### 3.3.1 Early Land Appropriations and Local Resistance

The B.F. Goodrich company only cultivated a small portion (about 5671 hectares) of the 242,811 hectares’ of rural land granted to it under the 1954 concession agreement. Under Liberian law (Public Land Law of 1904) which assigns formal land rights to the state, the

government obligated itself to ensure that the land granted to the company was free of claims to it and to supply the necessary labor to the company. Both obligations strongly implicated the livelihoods of rural peoples living on or near the concession area.

Guthrie took over the B.F. Goodrich rubber plantation in 1985. Under the new agreement, the original 242811 hectares granted B.F. Goodrich was reduced to 48,562 hectares (Morlu, 2011). Guthrie also took over the 5,671 hectares that B.F. Goodrich had developed and appropriated, cleared and developed an additional 4,047 hectares. These additional appropriations further shrank the remaining lands available to resettled communities and their parent communities. A key informant explained how the Guthrie land appropriation was done:

“Guthrie was worse than B.F. Goodrich. When they see your farm, they would say brush/clear the weeds in your farm. We will come back to check your crops and pay for it. When you brush the farm, they would pass behind you and secretly spray your farm with chemical. Then your crops will die. During the counting, they would say they cannot pay for dead trees.”

This informant said he was a victim of this cruel act by Guthrie. He had a large coffee farm when Guthrie reached his farm, he was instructed to clean the farm, which he did. During the counting process, he noticed that more than half of his coffee trees were dead. He pursued this case all the way to the Liberian Presidency but did not receive any redress.

With series of closures due to civil wars and rebel occupation of the Guthrie plantation (1990-2005), Sime Darby and the Government of Liberia entered into a new concession agreement that turned over the old Guthrie rubber plantation to Sime Darby with the mandate to appropriate additional lands. The 48,562 hectares granted to Guthrie under the 1985 agreement was increased by an additional 40,469 hectares. To prepare its oil palm plantation, Sime Darby quickly cleared the 9,712 hectares of old rubber trees and swiftly moved to clear new rural lands. Some of the communities who had been relocated during the

B.F. Goodrich operation and their parent communities quickly found themselves sitting in the middle or at the edge of Sime Darby plantation.

Given the complex history of settlement within the study area, villages are connected to each other politically and land rights are complex with lands sometimes controlled not by the nearest settlement but by residents in another, sometimes distant village. Development that ignores this is likely to lead to social conflict.

### *3.3.1.1 Misreading customary land claims: the case of Nimba Point.*

According to a prominent elder, the community of Nimba Point is a place where they used to make their farm. One of their brothers told others in the community that he wanted to establish a mission school to educate their children. Because there was no school nearby, his persistence eventually convinced them. He promised to educate their children and they were all happy that he had come to help educate their children. They told him to build the mission school near the town so that parents would help with feeding the children but he said if the school was built too close to the town, children would not pay attention to their lessons as they would constantly be running to their parents. He suggested a place situated some two miles east of their town. They accepted his idea and built three houses there. These included, the students' house, the teacher's house and the school building. Children came from different places to attend the school. As time went by, they began to see the children carrying coffee seedlings. Before the citizens of Madina realized, the man who promised to build school had made a very big coffee farm with the help of the students. This was during the administration of President Tubman (1944-1971).

Later the "school builder" decided to work for the B.F. Goodrich company because he wanted "to make money". He promised to leave his younger brother in charge of the school. Parents were not satisfied with his younger brother so they started taking their children from the school. As the children left the school, the coffee farm was abandoned because there was

no longer sufficient labor to take care of it. Eventually the “school builder” became one of the recruiting officers of laborers for the B.F. Goodrich company. He used to go up into the interior to recruit laborers and bring them to work for the company. He used the opportunity to bring three workers from Nimba (one of the counties in northern Liberia) and put them in charge of his coffee farms. The three men lived in the houses the people of Madina had built but they did not take care of them. Lack of proper maintenance caused the houses to break down.

Without place to sleep, the three men moved near the motor road where they built their own houses. Because they were from Nimba, the place became known as Nimba Point. Later the “school builder” came back and informed the people of Madina that he brought the three men from Nimba to take care of his farm. He did so because even though they built their own houses, the land belongs to the people of Madina and it was incumbent upon him to formally inform the elders of Madina. The informant, who is also the chief elder in Madina, continues:

“The original name of Nimba Point was Koikpor. From the inception of Nimba Point, inhabitants there have been under the authority of Madina. They are aware that the land upon which they reside belongs to the people of Madina.”

The informant stated that they did everything guided by mutual respect until Sime Darby came. Because all the land around Nimba Point was appropriated by the company, they (Sime Darby) considered the residents of Nimba Point to be eligible to the company’s benefit in compensation for the land lost such as the cultural endowment fund.<sup>51</sup> The people of Madina told Sime Darby that Nimba Point does not have land on its own because all the

---

<sup>51</sup> The Project Affected Communities (PACs) organized themselves and company has promised to provide some benefits including cultural endowment fund, and employment of citizens from the PACs.

lands they were considering as owned by residents of Nimba Point actually belong to the people of Madina. Sime Darby refused to recognize Madina's claim.

Although I did not observe land conflict between Madina and Nimba Point, there is anger and dissatisfaction among the people of Madina for being excluded from the assumed benefits which would come from being dispossessed of one's land. The reason why conflict has not yet erupted is because the people of Nimba Point have acknowledged that the land they occupy belongs to the people of Madina and have also advocated that Madina be recognized as such by Sime Darby. On the contrary, if the people of Nimba Point did not acknowledge the land ownership rights to Madina, there would have been land conflict and Sime Darby would have been responsible for fueling such conflict.

### *3.3.1.2 Private land rights supersede customary land rights: the case of Brown Village.*

As most communities were pushed off their lands and resettled, some resettled communities obtained land deeds that would help prevent future appropriations by concessionaires. These communities benefited from their members who, due to their education and connections in government, helped obtain deeds. These individuals did not want a repeat of land appropriations such as the one they had experienced between 1954 and 1969 when B.F. Goodrich appropriated their lands. Connected individuals thought of obtaining deeds for their community land because historically, the Liberian government has considered all lands within the Republic of Liberia to be government (public) land or private land (Land Commission, 2013). Private lands are lands that have deeds, which are probated and registered. If no such documents exist, land is seen legally as government land.

An example demonstrating the powers of deeded land exists within the Sime Darby Plantation. When driving along the Ibrahim Babangida highway (the main highway connecting Liberia with Sierra Leone that cuts through the Sime Darby plantation), one comes across a small village with 12 houses. This is one of the villages that was relocated

during the operation of the B.F. Goodrich Rubber Company in 1955. The elder Brown was a local government official and knowing the importance of private landownership demarcated and deeded the land to Brown Village. An interview I conducted with a current resident of Brown Village said the original name of Brown Village was Garemah. Garemah was changed to Brown Village after it was relocated to the present location in 1955. The village has common boundaries with the cleared portion of the Sime Darby concession. I was informed that Sime Darby has not asked for Brown Village land even though it is situated next to the plantation and is in the direction of the company expansion. This likely reflects the fact that land of Brown Village is deeded and therefore private land not falling within the land the government could grant to Sime Darby. When I questioned the informant if they were willing to give or sell the land to Sime Darby should the company make such request, the informant said they were not willing to give or sell their land because “this is a private land and it is here for the future of our children”. Today people in Brown Village continue to carry on their farming activities. They farm rice, cassava, collect forest products such as wood and medicinal products, and set traps. In addition, some people in Brown Village have cash crops such as oranges, kola, rubbers, and palms.

### 3.4 SIME DARBY’S ENGAGEMENT WITH LOCAL COMMUNITIES

Like previous concession agreements, Sime Darby’s concession agreement effectively ignored the rights of rural residents. Still, Sime Darby’s engagement with local communities was influenced by international codes of conduct that did not affect previous concessionaires. In particular, Sime Darby conduct was obligated by its founding membership of the Round Table on Sustainable Oil Palm (RSPO) to recognize the rights of rural residents.<sup>52</sup> One major

---

<sup>52</sup> This international NGO was established in 2004 with the goal of promoting the production and use of sustainable palm oil.

obligation of the RSPO is the principle of Free, Prior and Informed Consent (FPIC), a concept I explore below.

### 3.4.1 The Concept of Free, Prior, and Informed Consent (FPIC)

Free, Prior and Informed Consent (FPIC) is a process to improve development projects, particularly those that affect indigenous communities (Goodland, 2004). There are several definitions of FPIC. Some define it as the “rights of indigenous peoples” to make free (without coercion or undue influences) and informed (knowing all the risks and benefits associated with project that impacts their livelihoods) choices about the development of their lands and resources (Ward, 2011). The World Bank defines FPIC as a “process by which indigenous peoples, local communities, government and companies may come to mutual agreements in a forum that gives affected communities enough leverage to negotiate conditions under which they may proceed and an outcome leaving the community clearly better off” (Mackay, 2004, p. 45). The RSPO itself defines FPIC as “the right of indigenous peoples and other local communities to give or to withhold their consent to any project affecting their lands, livelihoods and environment” (RSPO, 2015, p.6).

All the definitions have two conditions in common: indigenous peoples must agree to a development proposal and the proposed development activity should improve their overall well-being. In theory, the rationale behind and promise of this development instrument are good but how it is implemented in practice is just as important. A review of the history of the development of FPIC is illuminating.

Backer (2013) traces the development of the FPIC concept and summarizes its origin from two perspectives: a private investment perspective and an international development perspective. As will be discussed below, I have added a third perspective, which is driven by civil society organizations. As shaped by the interests of large national and international banks, the private investment perspective seeks to mitigate risks (particularly those that may

arise as a resistance to development by local communities). They developed a concept of *social license*, which is a process whereby a project can be seen as having an ongoing approval of local communities who are impacted by the project (Prno & Slocombe, 2011).

On the other hand, the international development perspective is associated with actors such as the United Nations (UN), the World Bank, and International Labor Organization (ILO) who emphasize the “moral” aspect of development, particularly development projects that affect indigenous populations. Thus, the 1989 ILO Indigenous and Tribal Peoples Convention was adopted with the primary focus of attaining free and informed consent from local peoples who are affected by “development” (Baker, 2013). Additionally, the UN also adopted the 2007 United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), which protects the human rights of indigenous peoples within the function of the nation-state.

Specifically, article 10 (Wiessner, 2009) of the UNDRIP states that:

Indigenous peoples shall not be forcibly removed from their lands or territories. No relocation shall take place without the free, prior and informed consent of the indigenous peoples concerned and after agreement on just and fair compensation and, where possible, with the option of return.

The third perspective has been driven by civil society largely through non-governmental organizations (NGOs) focused variously on issues of both social justice and the environment. With environmentalists and social activists as the dominant voices, the third perspective seeks to create a “balance” between the costs (both human and environmental) of development and its benefits. They try to achieve this goal by influencing consumer behavior. For example, several international certification schemes have been developed that trace the production of consumer goods from its primary extraction sites to market shelves. The idea is to inform consumers that the products they are purchasing are being produced above a

threshold of sustainable practices. Usually green or ecolabels are placed on certified products indicating the level of sustainable practices by the producing company.

Notable in the palm oil sector is the Roundtable on Sustainable Palm Oil (RSPO). The RSPO is an umbrella organization that brings together voluntary stakeholders including producers, manufacturers of palm oil products, consumers and environmental groups to focus on sustainability of palm oil production. To achieve its goal, the RSPO developed eight principles.

Table 3. 1 List of RSPO Principles

No	RSPO Principles
1	Commitment to transparency
2	Compliance with applicable laws and regulations
3	Commitment to long-term economic and financial viability
4	Use of appropriate best practices by growers and millers
5	Environmental responsibility and conservation of natural resources and biodiversity
6	Responsible consideration of employees and of individuals and communities affected by growers and mills
7	Responsible development of new plantings
8	Commitment to continuous improvement in key areas of activity

*Adapted from the RSPO Principles and Criteria for the Production of Sustainable Palm Oil, 2013.*

Principle 2, which is relevant to FPIC is discussed below. Principle 2 lays out a mechanism through which RSPO members comply with relevant laws (both national and international) and regulations. This principle specifically states that the use “of the land for oil palm *should* not diminish the legal rights, or customary rights, of other users, without their free, prior and informed consent” (RSPO, 2007, p. 7). To ensure that RSPO members comply with the its principles, the RSPO developed a certification mechanism. Companies who seek to implement the eight principles are evaluated by an independent third party and based on the recommendation of the evaluator, their projects are certified as meeting the requirements of the eight principles. The Sime Darby Groups joined the RSPO in 2004. While many of their projects in Malaysia and Indonesia are certified, as of this writing, Sime Darby’s Liberia project is yet to be certified after almost eight years of operation.

### 3.4.2 Lack of Free, Prior, and Informed Consent (FPIC)

Sime Darby's initial engagements with affected communities did not adhere to FPIC. The company appropriated large tracts of rural land from 2010-2012 without the application of FPIC. First, the company cleared the old Guthrie rubber farms to plant oil palm. Second, without conducting any FPIC, Sime Darby quickly moved to appropriate adjacent lands belonging to rural people. Stiff resistance from local people in 2012 opened the door for post-land appropriation negotiations with communities who had already lost land from Sime Darby along with pre-land appropriation FPIC processes with those who had not yet lost land.<sup>53</sup>

To understand the methods of Sime Darby land appropriations, I asked household heads that lost household lands about their experience with the company's land appropriations. Table 3.2 gives a snapshot of how respondents described the process of Sime Darby land appropriations.

Table 3. 2 Descriptions of Sime Darby Land Appropriations

<b>Can you describe the circumstances that led to Sime Darby taking your land?</b>	
1	They came by surprise and took the land. They counted the crops but did not tell us the total number and how much each cost. I had 612 immature rubber trees but they paid me for 209 trees.
2	I made my rubber farm and went to Grand Gedeh to do contract when I came back the land was gone.
3	We were here when we heard that people were coming to grade (clear) the bush. When they came, they said "if you refuse for us to grade (clear) your land, we will tell the government and you will not benefit".
4	We were sitting when we saw some people who said that the government has given the land to Sime Darby and they would check our crops to pay for it. They later came and demanded that they had to check the crops. If one agrees they would pay for it but if one disagrees they would destroy it and the person has the option to go to government. After the counting they did not give us the total but they brought back paper comparing us to sign it.
5	It was between SD and government. We only saw them with machines taking our land.
6	They came by surprise and took the land without my consent.
7	We went to the old farm to pick cassava. On that day, we saw the machines facing our farm. We asked them why they did not ask us, but they said that Sime Darby bought the land and they destroy our land.
8	They said they are company and GOL give them the land and they have no discussion with us.
9	SD took the land without informing us. They took the land through the mandate of the GOL.
10	SD said that GOL gave them the land long ago so they came for it.

<sup>53</sup> These include communities that were affected by B.F. Goodrich, Guthrie and Sime Darby

- 
- 11 Some people came here and said that they came from SD to check our crops to pay for it. This was surprising as we did not know what they were talking about. They would count your crops whether you were there or not, they paid anything they wish. They said when we refuse they would tell GOL and we were afraid.
- 12 We were here between 2008 - 2010 we heard that a company was coming to take over the land. Sime Darby was having land here called Guthrie, they took their land and added ours.
- 13 I was in the next town when SD came they started grading (clearing) the area. When asked them as to whether the Legislature knew about what they were doing we got no good response. But this land is where we were doing living.
- 14 We did not know about SD coming. We were going to Sinjeh for a meeting. On our way, we saw the machines and the following day we saw them clearing. When they reached to our farm, they stopped. The following day they counted our crops but they did not give us any number of crops counted. They simply give us anything they felt. We said that we were not satisfied with the payment and SD paid people to collect the receipt that they gave us, we gave them but they did not return them.
- 15 I brushed and burned my farm and started planting cassava, then we heard that SD was coming across the Matambo river. They crossed the river and started destroying our farms. They did not count my new farm along with 500 rubber trees I had. I did not receive any payment.
- 16 We did not know about SD. One of their big man came and called the town and said that GOL had given them the land, in about a week they came back and counted the crops and under paid us.
- 17 I wasn't here when SD came. so, when I came back I met SD had taken all the land including all my farms.
- 18 I only saw them grading (clearing) the land.
- 19 At the time, SD came I was not around. They came and destroyed all my cassava, banana, my pine apple, with few rubber trees. They did not tell me before destroying my crops.
- 20 When they (SD) came, they took our land without sitting with us to discuss about it.
- 21 We just saw them clearing the land but they never asked us.
- 22 We were sitting we saw them clearing our land.
- 23 The company came with speed and with all their equipment and took our land without compensation. They did not even ask us first.
- 24 surprisingly we saw people clearing our land.
- 25 My husband was not here when our land was taken. The man from SD said I was too young to be paid for my crops.
- 26 SDPL did not talk to us for our farm. They checked my crops and my son crops and paid us what they wanted.
- 

Data were compiled from a survey that the Author conducted with heads of households in the dispossessed communities in 2016.

---

Across all interviews, I conducted over a period of 9 months, not a single informant indicated that Sime Darby conducted FPIC during the early stages of its land appropriations (2010-2012). A prominent Government Minister in a personal interview indicated that “FPIC processes did not occur there because when the company came they felt that the places (*lands*) were for them so they just went and do all type of things”. A Sime Darby official, in a personal interview, also indicated that initially they (Sime Darby) did not know how to deal with the locals and there were some mistakes which they are now correcting as they move

into new areas”.<sup>54</sup> The data shown in Table 3.2 clearly indicate that Sime Darby violated the RSPO Principles. The company did not seek nor receive the consent of the affected communities before appropriating their lands. Moreover, by counting crops in the absence of crop owners and not reporting the total number of crops counted, Sime Darby violated principle 1 of the RSPO, which calls for transparency. Sime Darby agents used threatening remarks such as that recounted by respondent number four (Table 3.2) that:

We are here to take this land and we are going to count your crops. If you agree, we will pay of it but if you do not agree, we will destroy it and you have the option to take your case to the government.

Such statements are forms of intimidation and certainly violate the appropriate best practices as outlined in RSPO principle 4. Moreover, the chaotic manner in which Sime Darby Liberia conducted its initial land appropriations totally contravened principle 6, which requires that palm oil producers be responsible in dealing with individuals and communities that are affected by this type of development.

### 3.4.3 Conflict Over Crops Compensation

Rural livelihoods of the members of the study communities depend on the cultivation of food and cash crops. Food crops such as rice, and cassava as well as garden products such as pepper, bitter boy, okra and so on are used to meet the nutritional needs of people. When grown in excess, some of these food crops are sold on the local market. This enable rural people to have some cash to purchase goods such as clothes and cooking utensils. Tree crops are particularly important in terms of the security they bring in terms of guaranteed ownership of land during the life span of the tree crops, the social security they offer to their owners (supporting old age) and as a major source of income. Taking away these livelihoods

---

<sup>54</sup> Interview with Daoda Metzger, Junior Manager of Sime Darby on November 10, 2016

activities through land appropriations, without any form of alternatives or just payment, can lead to conflict.

#### *3.4.3.1 History of conflict over inadequate compensation.*

Historically, tree crops cultivation was a major source of cash income in the area Sime Darby operates today. For example, a 1954 (the same year that B.G. Goodrich signed concession agreement with the Government of Liberia) Department of Interior Report indicated that there were 552 individual coffee farms that were in full production with additional 200 newly planted ones in Garwula District alone.<sup>55</sup> It was not surprising that several complaints concerning the lack of compensation for the loss of crops by the B.F. Goodrich company were brought up by farmers during the early days of the company operations. For example, a December 22, 1958 letter addressed to the Secretary of the Interior (now Ministry of Internal Affairs) complains of coffee farm destruction by B.F. Goodrich without any compensation.<sup>56</sup> In another complaint dated June 28, 1966, some crops owners demonstrated their dissatisfaction over the way the B.F. Goodrich company was “encroaching on their property and damaging their crops”.<sup>57</sup>

When local people could not get a redress through the Secretary of the Interior, they pressed their complaint as high as the office of the President of Liberia. Take for instance a letter addressed to President Tubman, dated August 6, 1965.

Dear Mr. President:

We have the honor to remind you of our Radiogram sent you when you were at your Totota farm before the TWENTY-SIXTH celebration, concerning the dis-advantage taken of us by the B.F. Goodrich Management for taking in our crops within their survey and failed to make payment and as a result said complaint was brought to the

---

<sup>55</sup> Annual report of Harrison Grisby, Secretary of the Interior, R. L, submitted to the Honorable President of Liberia covering the fiscal year October 1, 1953 to September 30, 1954

<sup>56</sup> I found this letter while going through the National Archive. The letter was written by someone (name cannot be recognized) on behalf of one Zukeh Kandikai whose coffee farm was destroyed by B.F. Goodrich during the expansion of the land appropriation.

<sup>57</sup> Letter to the Secretary of State dated June 28, 1966

Secretary of Internal Affairs who ruled that assessment be made of said live-trees, same was done but still failed to pay the value of our crops. According to our Radiogram, you replied us to await your return to the Capitol and that you will take up said complaint.

In light of this, Mr. President, we have been coming to the Executive Mansion to get an appointment with you, but no one to seek our interest to get our aim through. We have been here nearly six weeks trying to get an audience with you.

We are therefore asking you, Mr. President, to give us an appointment concerning the subject- matter of B.F. Goodrich, because we are depending on our crops to meet with our financial obligations to government, such as payment of taxes, Emergency Relief Fund for Education and voluntary contribution for the ensuring Birthday of our Beloved President.<sup>58</sup>

Similar complaints of lack of crops payment and destruction of livelihoods continued when Guthrie took over from B.F. Goodrich in the early 1980s.

#### *3.4.3.2 Crop compensation by Sime Darby.*

Unlike RSPO, which calls for the conduct of Free, Prior and Informed Consent (FPIC), part of which could potentially be compensation for crops that are destroyed as a result of land appropriation, the concession agreement between the government of Liberia and Sime Darby does not have any crops compensation mechanism. The agreement totally ignores the rights of rural people over both food and cash crops that were destroyed during the company land appropriations. Even though the concession agreement does not specifically recognize the rights of rural people over land and crops, it calls for Sime Darby to be subject to Liberian laws and “shall conduct itself in a manner consistent with Liberia’s obligations under international treaties and agreements (Article 31, Sime Darby Agreement).

Article 11 of the Liberian Constitution states that:

All persons are born equally free and independent and have certain natural, inherent and inalienable rights, among which are the right of enjoying and defending life and liberty, of pursuing and maintaining the security of the person and of acquiring, possessing and protecting property.

---

<sup>58</sup> This letter was written by Zwanah Coleman representing the farmers.

With this constitutional right and RSPO FPIC requirement, rural people who are citizens of Liberia have the rights to hold and defend their properties (land and crops) against the Sime Darby.

The current conflict over crops payment started in 2010 when Sime Darby started operations. The company quickly cleared the old rubber farms. Once the old farm was cleared of old rubber trees, the company moved to appropriate new lands with the assumption that those lands were in boundaries of the old B.F. Goodrich concession using corner stones placed by B.F. Goodrich, after an aerial survey, as their guide.<sup>59</sup> The planting of those corner stones by B.F. Goodrich did not go without conflict as local people resisted some of the areas where the corner stones were planted. For this reason, B.F. Goodrich and its succeeding company, Guthrie, did not clear lands to reach to some of the corner stones. Not knowing this history and heavily relying on the concession agreement that guaranteed that the land granted to the company was free of any claims, Sime Darby quickly moved to appropriate lands beyond the old rubber farm.

In addition to the corner stone issue, the Government of Liberia introduced two price lists for crop compensation payment that further exacerbated the conflict over crops payment between Sime Darby and farmers dispossessed of their land. The first price list came out in 2009 where the Ministry set the price for major cash crops such as rubber, cocoa, coffee, plums, oil palm, and so on at \$6 per mature tree and \$3 per immature tree. Even though the

---

<sup>59</sup> Presentation made by Sime Darby Management

Ministry of Agriculture claimed to have no knowledge of Sime Darby crops payment scheme, the company claimed to have used this 2009 price list to compensate farmers.<sup>60</sup>

It is most likely that Sime Darby did not use any approved price list from the MOA for early crop compensation payments. An International Investigation Committee (IIC) investigation established that all the six Sime Darby officials involved in the crop assessment on appropriated land had no knowledge of any approved price list from the MOA.<sup>61</sup> They also admitted that no MOA representative was present during the entire crops counting process within the period 2010-2013.

In addition, a review of the crops payment receipts and the 2009 MOA crops price list demonstrates discrepancies that further question the use of any approved MOA price list by Sime Darby. Sime Darby Plantation Liberia divided the crops payment into two installments: Sixty percent and forty percent payment respectively. Some farmers received the first installment but never received any payment for the second installment. The MOA second price list came out on March 29, 2013.<sup>62</sup> This price list increased the price of rubber by more than 1600 percent! While the price of mature rubber was \$6 in the 2009 price list, the price of the same mature rubber was now \$97.92 in the 2013 price list. Similar increments occurred for other crops. In 2013, Sime Darby used the 2013 price list to pay farmers in a neighboring clan where the company was conducting new land appropriations. When farmers in the study communities realized that the company grossly underpaid them, they demanded Sime Darby to produce the price list that was used to paid them between 2010-2012 or pay them according to the 2013 price list. Failure of Sime Darby and the MOA to produce the 2010-

---

<sup>60</sup> During the Internal Investigation Committee (IIC) investigation, the Ministry of Agriculture (MOA) representatives said that the MOA was never involved in the crops payment mechanism of Sime Darby Plantation Liberia.

<sup>61</sup> See page 7 of the IIC Final Report

<sup>62</sup> The 2013 price MOA crops price lists are in appendix 8.0.

2012 crops payment price list exacerbated and prolonged the conflict over crops payment between Sime Darby and the dispossessed communities.

In order to obtain the MOA position on the differences between the 2009 and the 2013 crops price list, I interviewed the Assistant Minister for Extension, who had oversight responsibilities for agriculture concessions. Although he could not point to any significant changes in the price of crops on both the local and world market, he said that the change was “based on changes in the situations”.<sup>63</sup> He said the President of Liberia had earlier told them (officials of the MOA) to “cut the price down” in 2010-2012? because “companies would not come to Liberia if owners want them to pay high prices for crops”.

Meanwhile Sime Darby continued its land appropriations and controversial crop compensation payments. Interviews I conducted with local people demonstrate the chaotic nature of how the company was damaging their crops and appropriating land. Some people left to go on a trip and by the time they returned, their crops were already damaged by company clearing. Company officials would come in a town and begin to count crops, even if the crop owners were not present. At the end of the counting, they could not give the total number crops they counted. During the crops payment, Sime Darby officials would ask crop owners to sign a pay slip. The pay slip stipulated the number of crops that was supposedly counted during the counting process, the amount paid for each crop and the total payment. Crop owners told me that the number of crops on the payment slips were wildly different from the number of crops they held.

The company even denied some crop owners based on age. For example, a farmer told a gathering that included lawmakers, Sime Darby officials and civil society representatives at the Liberian Capitol building in Monrovia that upon his father (who owned

---

<sup>63</sup> Interview with Minister Jallah on October 25, 2016.

large farms) death, he was left in charge of the farms. During the counting process, a representative of Sime Darby (who was also present in the gathering) told him during the counting that he was “too small (*young*) to own those large farms”. He tried to assure them that he inherited the farm from his late father but this did not convince the company officials. He was subsequently denied any crop compensation for his crops.

Failure of the concession agreement to specifically recognize the rights of local people over their lands and crops and develop a coherent crops compensation mechanism, lack of Sime Darby adherence to FPIC and the development of two different price lists for crops as well as lack of oversight and supervision of the Ministry of Agriculture, contributed to the conflict over crop compensation between Sime Darby and the dispossessed communities.

### 3.5 CONCLUSION

A survey respondent discussing the chaotic nature of Sime Darby land appropriations and controversial crop payments stated the following: “They (Sime Darby) came by surprise and took the land. They counted the crops but did not tell us the total number and how much each cost. I had 612 immature rubber trees but they paid me for 209 trees.” By describing Sime Darby land appropriations as “surprise” this respondent was referring to rural peoples’ ownership of land that predates the modern Liberian state. It is ironic to say all un-deeded lands within Liberia are “government lands” when rural people have owned, depended on and managed these lands long before not only the concessionaires but the state of Liberia.

The chapter demonstrates that even though the research communities are composed of a mix of many ethnic groups, the two major ethnic groups in Bomi and Grand Cape Mount Counties are the Golas and the Vai. The Vai met the Golas and through intermarriages and swidden agriculture adopted a systems of communion landownership and management systems similar to other parts of Africa. Taking upon herself as a colonial power in reaction

to European Pacification of the African Continent, Liberia established indirect rule over the Golas and Vai people and transformed their social and geo-political structures. After discussing settlement histories of the research communities, particularly how settlements are connected to other settlements with unique histories of landownership and management, chapter three emphasizes that outside interventions (such as Sime Darby) that ignores these complex histories are more likely to disrupt economic, social and geo-political connections of rural people. A specific case of Madina and Nimba Point, two settlements with unique history of landownership is highlighted as an example of how outside intervention can disrupt relationship between communities.

Following a specific example of how deeded land can prevent land grabs in Liberia, the chapter turns to disruptive manner in which Sime Darby appropriated lands, totally ignoring the principle of Free, Prior and Informed Consent, a criterion of the Round Table on Sustainable Oil Palm, an international regulatory body in the Oil Palm Sector that Sime Darby is a signatory to. The chapter ends with how Sime Darby proceeded with crops compensation – a flawed process that further fueled conflict between Sime Darby and crop owners in the dispossessed communities.

This chapter reveals a history of disregard of the rights of rural peoples by concessionaires and the Liberian government. As indigenous people, rural residents of what is now the Sime Darby estate were always treated by the Liberian government as people with highly circumscribed rights compared to Americo-Liberians. Concessionaires, conveniently took rural residents' lack of formal legal rights to land at face value. The land, despite the fact that people were clearly living and investing in it, was seen as government land. Certainly, one can say that it is government, who in its interest to “develop” the area, disregarded the customary claims of its citizens. Still, it is clear the transgressions to the rights of rural citizens was not solely tied to their lack of legal rights. The ways in which Sime Darby

conducted itself, not only violated the RSPO principles to which it had agreed but its uneven, unjust, and chaotic treatment of crop compensation reveals a breathtakingly coarse and violent disregard for the losses incurred by residents finding their farms in the path of its expanding concession.

## CHAPTER 4: LOCAL RESISTANCE AGAINST SIME DARBY

This chapter presents two arguments: First, without conducting Free, Prior and Informed Consent, Sime Darby appropriated lands in the DC communities, a situation that created local resistance in both the DC and IC communities. In investigating the conflict that ensued between the affected communities and Sime Darby, the Legislative and Executive branches of the Liberian Government sided with the company. The Legislative and Executive branches of the Liberian government supporting the company conformed to their commitment as enshrined in section 4.1(C) of the concession agreement.<sup>64</sup>

Second, an independent legal representative can play an important role on the ability of local communities who lost all their lands to multinational company such as Sime Darby to gain some benefits in terms of employment, education as well as the creation of endowment funds and those who are threatened by land appropriations to effectively negotiate and resist land appropriations. The reason is that many rural farmers do not have a formal or higher education, such as a law degree. As a result, they do not know laws that can be used to protect their interests. Using both national and international laws, a legal representative can clearly articulate issues and protect the interests of rural people. This argument is portrayed through the work of Atty. Alfred Brownell, the lead campaigner for Green Advocates International (GA), an association of Liberian Environmental Lawyers that aim to protect the environment by campaigning for stronger legislation, protecting human rights and empowering local in environmental decision-making. The limitation of this analysis is the personal nature of Atty. Brownell's work. He was the only lawyer advocating on behalf of

---

<sup>64</sup> Section 4.1 (C) of the concession agreement states in part that Government undertakes to ensure that land granted to the company are free of any claims.

the affected communities, which created opportunities for Sime Darby to manipulate and undermine his good work.

#### 4.1 COMMUNITY RESISTANCE AGAINST SIME DARBY

As the company continued its land appropriations, local communities resisted. The first outright act of resistance involved seizing the keys of the bulldozers used to clear land. According to the chief elder in one of the study communities, they only heard that Sime Darby was coming but there was no detail on what the company was coming to do. Seeing the devastation caused by the clearing of appropriated land, the chief ordered his men to “seize the keys of the machines but they should not carry any weapons or hurt the machines operators” -a command that the chief’s men carried out successfully. On the evening of the day that the bulldozers keys were seized, the machine operators and some company workers came to request that the chief release the keys but the chief told them “how foolish they were” as the seizure of the keys was based on the way Sime Darby was damaging their lands and that he was not “a child”. The Chief demanded that the Government and specifically the President should come before he can release the keys.

After two nights, two Senators and one Representative came from Monrovia to apologize and asked the chief to release the keys but again the chief insisted that he would release the keys only to the President because he wanted the President to “see and feel” the devastation that the affected communities were facing in the wake of Sime Darby land appropriations. The chief also told the lawmakers that it was “because of them that he seized the keys” because they (lawmakers) sat in Monrovia and signed the contract with the company without involving any of the local chiefs. They (local chiefs) only saw the company damaging their land and their crops while the lawmakers were “sitting in Monrovia and doing nothing about it”. The chief also took the lawmakers to a muddy creek that the community used for drinking. This creek never used to be muddy but Sime Darby land appropriations

damaged the creek because the headwaters of the creek was damaged by the company machines. He informed the lawmakers that a “boy just died because of diarrhea”. He also told them that even though the company was damaging their land, it was not employing any of their young adults. The company was hiring workers from different parts of the country and their “children were sitting and doing nothing” after their lands had been taken away from them. At the end the lawmakers were unsuccessful in retrieving the keys but promised a visit by the President at which time community members could express their grievances.

#### 4.1.1 Affected Communities Seek Third Party Intervention

While these events were unfolding, someone told the dispossessed communities about Green Advocate International (GA). The communities sent representatives to the lead campaigner (Atty. Alfred Brownell) for Green Advocate. Following a discussion with the GA head office in central Monrovia, Atty. Brownell visited the affected communities to witness the destruction first hand. Based on his findings, GA invited another NGO, the Forest People Program (FPP) to conduct another investigation.<sup>65</sup> Forest People Program, which serves on several RSPO committees, visited the Sime Darby concession area and discovered that the company was not following the RSPO guidelines for FPIC.<sup>66</sup> On September 30, 2011, FPP wrote a letter to Salahudin Yaacub and Julia Malail, two executives of the RSPO. In the letter, FPP expressed concerns about the nature of the concession agreement between the Government of Liberia and Sime Darby, citing in particular the negative impacts that the concession would have on livelihoods of thousands of Liberians “many of whom live in

---

<sup>65</sup> The Forest People Program is an international human rights nongovernmental organization that advocates for and defends the rights of people who live in forests.

<sup>66</sup> In a letter to RSPO FPP identified itself as member on several RSPO committee including the Criteria Working Group, the Verification Working Group, the New Plantings Procedure Working Group, the Biodiversity and High Conservation Values Working Group and the Task Force on Smallholders.

communities with clear customary rights to their lands”.<sup>67</sup> The letter also called the attention of the RSPO executives to principle number 7 of the RSPO that requires that new plantings not take place on local people’s land without their free, prior and informed consent.<sup>68</sup> The Forest People Program further indicated that based on its fact finding, Sime Darby was in clear violation of the principle as the company was acquiring lands without prior FPIC, forcibly evicting people off their lands and appropriating lands without first conducting the New Planting Procedure as outlined in the RSPO Principle. The FPP therefore, called on the RSPO to halt Sime Darby land appropriations pending further investigation.

The RSPO in its response on October 14, 2011 acknowledged the complaint against Sime Darby filed by FPP and wrote that Sime Darby had agreed to cease further land appropriations. The letter further indicated that the company was open to bilateral discussions among affected parties, which was “indeed a good step forward towards discovering the detail of the issues and hence moving towards an amicable solution plan”.<sup>69</sup>

In another communication on October 4, 2011, affected communities in both Bomi and Cape Mount Counties headed by their chiefs and assisted by GA, wrote a complaint to the RSPO. In their complaint, affected communities identified themselves as communities that had been identified by Sime Darby Social and Environment Impact Assessment (ESIA) in which the company proposed to plant 25,000 hectares and where the company

is currently engaged in active land clearing, destruction of our sacred sites, destruction of our crops, damming of our creeks and streams, filling in of our swamps, destructions of grave sites, destruction and pollution of our drinking water sources, forceful displacement of our people without adequate compensation, active planting and cultivation of oil palm including the massive establishment of an oil

---

<sup>67</sup> FPP letter to RSPO dated September 30, 2011

<sup>68</sup> See 7.5 of the RSPO Principles and Criteria for Sustainable Palm Oil Production. October 2007

<sup>69</sup> RSPO letter to FPP dated October 14, 2011

palm nursery without our free prior informed consent.<sup>70</sup>

Furthermore, the affected communities informed the RSPO that:

we have been informed by local Liberian civil society organizations that Sime Darby is a member of the Roundtable on Sustainable Palm Oil (RSPO), which requires members to observe the RSPO standards and procedures. We understand that some of those standards and procedures include rights of local communities to their customary land and their Free Prior informed consent to developments on their land.<sup>71</sup>

The locals contended that in appendix F of the ESIA Sime Darby identified the nature of land tenure as tribal, family and community lands and therefore are “owned by us”. The locals further reminded the RSPO Executives that since they were the owners of the land, Sime Darby needed to get their free, prior and informed consent before starting its land appropriations. Representatives of the affected communities indicated that the company was taking their land, destroying their crops without informing them and humiliating them by desecrating their sacred shrines including the graves of their ancestors. They contended that neither Sime Darby nor the government informed them prior to these destructions. For these reasons, the locals called the company “Sime Damage” because “the company came to damage us”. The letter concluded by asking the RSPO to intervene by halting the land appropriations of Sime Darby before investigating and resolving all pending conflicts.

#### 4.1.2 The President’s Visit

Meanwhile, President Ellen Johnson Sirleaf visited the Sime Darby Concession area on December 6, 2011. Sime Darby tried to manipulate the President’s visit by demanding that the visit take place at the headquarters of the company, a proposal that was refused by the resisting communities. The company never wanted the President to see the damages it had

---

<sup>70</sup> Representatives of affected communities in Bomi and Cape Mount Counties wrote this letter to Salahudin Yaacub and Julia Malail of Roundtable on Sustainable Palm Oil.

<sup>71</sup> Letter to RSPO dated October 4, 2011, p.1

caused by desecrating community lands and water sources. Sime Darby and the communities agreed that the meeting should take place in one of the dispossessed communities situated on the main motor road.

In the meeting with the Liberian leader, the chief elder explained:

I told the President that we were the ones that stopped the company by seizing their machines keys. We did this because you did not inform us before bringing this company. Community decisions makers such as elders, chiefs, men and women were never consulted. Only you, Madam President and few members of your government sat in Monrovia and made the decision to bring this company here. This company is suffering us and we do not want them here.

The complaint of the affected communities was further buttressed by Atty. Brownell who informed the President that while the concession agreement does not protect the interests of rural people, Sime Darby was obligated to international agreements such as the RSPO and that the company was under obligation to conduct free, prior and informed consent before appropriating community lands. The President agreed with him and said that the government and the company were wrong for not consulting with the traditional authorities prior to entering the concession agreement. The *Inquirer News Paper* reported that “President Ellen Johnson Sirleaf has ended what appeared to have been a longstanding deadlock between citizens of Grand Cape Mount County and the Malaysian Oil Palm giant, Sime Darby Plantations Liberia (SDPL)”. The paper went on to state that the President “blamed the citizens' agitation on lack of proper information and consultation from the government on their rights and limitations *but* it was not too late to correct what she called a collective 'mistake' from both the Executive and the Legislative branches of the Liberian government”. The Liberian leader went on to admit that something could have been “done better” in terms of proper consultation with local people.

While admitting that the government was wrong, President Ellen Johnson Sirleaf also cautioned the local inhabitants that while it was true they have “the right to express their

disenchantment over issues, it was not their place to nullify or attempt to undo any agreement reached by their government and a foreign investment company”.<sup>72</sup> She said the government had the constitutional power to enter into contracts with foreign companies. What the President failed to recognize was that while the constitution gives the right to the government to enter contracts with foreign companies, the constitution also sets prerequisites for awarding contracts such as the Sime Darby contract. Article 7 of the Liberian Constitution specifically states in part that the management of the country’s natural resources shall be consistent with principles of individual freedom and social justice which include maximum feasible participation of “citizens under conditions of equality as to advance the general welfare of the Liberian people and the economic development of Liberia”.

Realizing that local communities were being assisted by NGOs (namely Green Advocates and the Forest People Program), the *Inquirer News Paper* reported that the Liberian leader “regretted the action of the citizens for allowing themselves to be manipulated by someone whom she did not name, to complain about the investing company to a third party. She said the action of the citizens was undermining the work of the Liberian government”. The “someone” the President was referring to was Att. Brownell and the third party was the RSPO. She warned the dispossessed communities that their actions (seizing the company equipment keys) had the potential to undermine government efforts to create jobs. She warned that this may cause the country to go back to the “old days”. “Old days” as used by the President in this context was referring to the brutal Liberian civil wars that lasted for 14 years (1989-2003) and took more than 250,000 lives. The President strategy in using this phrase was to instill fear in the locals. The President concluded her statement by setting up a

---

<sup>72</sup> Interview with a key information on June 5, 2016.

mediating committee headed by the Internal Affairs Ministry “to expeditiously look into the citizens’ concerns, as a means of ending the long-standing deadlock between the citizens and Sime Darby”.

Under fear, the deputy Chairman of the National Traditional Council and Chief of traditional leader of Grand Cape Mount County regretted the actions of the affected communities (seizing bulldozers’ keys and informing RSPO about the activities of Sime Darby) and said that “he will ensure that the complaint sent to the secretariat of the Roundtable on Sustainable Palm Oil (RSPO) will be recalled as a first step toward establishing a good relationship with both the government and the management of Sime Darby”.<sup>73</sup>

On February 21, 2012, Sime Darby, the affected communities and Forest People Programs wrote a joint communique to Mr. Salahudin Jaacob, Technical Director of the RSPO Secretariat, informing him of a bilateral meeting held between the affected communities and Sime Darby on December 17, 2011. The letter indicated that the affected communities acknowledged that there were some “miscommunications in both the filing and responses to complaints lodged against Sime Darby” in their October 4, 2011 complaint. The company agreed to “submit” to the complaint filed against their Grand Cape Mount operations and promised to allow an independent third-party review of both the FPIC and crop compensation schemes. It is not clear which independent third party the letter was referring to especially given that RSPO is the regulatory body in the palm oil sector. One may infer that the recall of the affected communities’ complaint against Sime Darby may be a response to a promise made by the Chairman of the Traditional Council during the

---

<sup>73</sup> Interview with key information on June 5, 2016

President's visit. Referring to a letter dated January 19, 2012 by the "complainants" (that is the affected communities) to the RSPO in which the "complainants agreed to withdraw the complaint as a result of constructive engagement", the RSPO wrote Sime Darby on February 10, 2012 instructing the company to continue its land appropriations.<sup>74</sup>

As Sime Darby continued its land appropriations, conflicts with affected communities continued. Representatives from four counties: Bomi, Cape Mount, Sinoe and Gbapolu gathered on November 29, 2012 in Gbopolu city, Gbapolu County, to present a statement on the activities of Sime Darby and Golden Veroleum.<sup>75</sup> In their statement, the representatives indicated that even though they are the ones who own the lands and are the most affected, they were not consulted prior to the government granting of their community lands to the companies, that the contracts were not transparent, and that any contract of this nature should be in line with article 7 of the Liberian Constitution.<sup>76</sup> Among other things, the representatives recommended that they should be consulted and be given the opportunity to freely agree or disagree to any proposed contract that impacts their community lands and livelihoods, there should be clearly written cost and benefit analysis of any proposed contract and that they should have copy of the management contract.<sup>77</sup>

Since the affected communities could not get results from the Liberian government, they sought and found an independent third party. With the assistance of Green Advocates, the affected communities were able to call the attention of the RSPO but fear instilled by

---

<sup>74</sup> It was not clear which complainants the RSPO was referring to here. This is so because the affected communities letter is dated February 21, 2012 which is 11 days after the RSPO authorized Sime Darby to continue her land appropriation efforts.

<sup>75</sup> Golden Veroleum is another Malaysian company that was granted 350,000 hectares of land in Southeastern Liberia.

<sup>76</sup> For details on the management of the country natural resources, see criteria set in article 7 of the Liberia Constitution.

<sup>77</sup> The representatives from the four counties outlined 10 problems and 18 recommendations.

President Sirleaf caused the affected communities to quickly back off the complaint they had filed against the company. This caused the RSPO to allow Sime Darby to continue its land appropriations.

#### 4.2 RENEGOTIATING FPIC IN THE IMPACTED COMMUNITIES

As with the dispossessed communities, I present how Sime Darby had not carried out any FPIC processes but that organized resistance by rural communities compelled the company to start FPIC negotiations. As negotiations unfolded, communities through their representatives presented 19 count recommendations to the company as criteria that needed to be met before any additional land appropriations. But up to the time I was conducting my research in November, 2016, community members were still awaiting a response from the company.

Key informants in local communities told me that in early 2010, they heard that people were coming to take over the old Guthrie Rubber Plantation. Soon they saw yellow machines destroying the old rubber trees. Realizing that after clearing the old rubber trees, the company was advancing in the direction of their villages, they grouped themselves and halted the machines from advancing on their villages. Based on this resistance, the Senior Senator of Bomi County and other government officials convened a meeting that included Sime Darby and the communities. In the meeting, community members expressed frustration that in 1954, B.F. Goodrich took their land without any just compensation. The company operated for 31 years and in 1985, B.F. Goodrich concession was sold to Guthrie. Again, affected communities did not receive any benefits from this transfer. Therefore, affected communities, through their chiefs, demanded that they be included in any subsequent negotiations that included transfer of the Guthrie plantation to another company.

Assisted by Green Advocates, the community had several meetings and prepared a set of community resolutions that they presented to Sime Darby management. The resolutions which were presented to Sime Darby management on March 28, 2013 included 19

recommendations. In their petition to the company, community representatives stated that “Sime Darby recognizes and accepts it must respect both the legal and customary rights in the land and natural resources of the communities both in the former Guthrie Rubber Concession and proposed development areas within those communities not planted in rubber”.<sup>78</sup> The communities also proposed that a participatory mapping exercise be carried out to clarify existing land rights, and they should be given the opportunity for Free, Prior and Informed Consent (FPIC). The communities also requested that they be given the opportunity to freely choose their representatives on the community development fund as established by the concession agreement.<sup>79</sup>

Community members in focus group discussions indicated that after presenting their recommendations to the company, one of their lawmakers said that the communities were requesting more than what the national government requires from the company in the concession agreement. More specifically, Sime Darby believed that recommendations from the communities were completely against the concession agreement because section 5.1 of the agreement explicitly grants the company lands that were free and had no ownership claims on them. Therefore, the company did not fulfill any of the community recommendations but still did not appropriate additional lands up to 2016 when I was conducting my field research.

#### 4.3 ESTABLISHMENT OF A SUSTAINABLE PARTNERSHIP INITIATIVE

As the conflict between Sime Darby and local communities continued, a multi-stakeholders group called the Sustainable Partnership Initiative (SPI) initiated by Green Advocates was

---

<sup>78</sup> For details of the 19 counts see appendix 9.0.

<sup>79</sup> Section 19.5 of the Sime Darby Concession agreement indicates a “Community Development Fund” in which the company is to make annual contribution of \$5 per hectare.

established. The purpose of the SPI was to bring together stakeholder groups including civil society, development partners, the government and communities associated with the oil palm industry in Liberia, to discuss issues and challenges faced by the palm oil sector and develop workable recommendations that could mitigate those challenges.<sup>80</sup> With the presence of the head of Green Advocates leading the work of the SPI, farming projects supported by Sime Darby was established to boost food security in the affected communities, a school was built for those communities who had lost all of their land and a cultural endowment fund was established. These development initiatives did not come easy as they were constantly being contested by Sime Darby. The minutes of the second SPI meeting illuminate the advocacy roles the head of Green Advocates played in defending the plights of communities who had lost their land. The meeting, which was attended by 37 persons, representing different stakeholder groups, was held on March 12, 2012 at the Sime Darby Monrovia Headquarters.

Giving the overall challenges facing the company, Mr. Roslin Hassan, General Manager of Sime Darby Plantation in Liberia indicated that as of the date of the meeting, the company had planted “5,237 hectares in two estates, with 800,000 overgrown palm seedlings due to delay” in land appropriations. He further indicated that the company had spent \$76,000 plus, seventy percent more than the budget allocated for the two rubber estates the company had planted. Even with such high production costs, the company was still interested in investing in Liberia and the company plan was to complete its development activities by 2016.

From this presentation, it seemed like the company was losing on two fronts. First, the manager claimed that the company spent more money than the allocated budget. Second, palm seedlings were overgrown (past the transplanting time). For a government official who

---

<sup>80</sup> For details on the entire minutes of this meeting see appendix 12.0.

has not been to the Sime Darby concession area or had not closely interacted with affected communities, the General Manager's presentation would likely create empathy for the company. Such empathy may ignore the fact that the company had not conducted its land appropriations in a manner that met RSPO standards, particularly the conduct of FPIC, a failure that greatly continued to impede the livelihoods of rural people within the vicinity of the company operations.

In response, the head of Green Advocates pointed out that "the presentation by the company *was* lousy misinformation to the audience as though nothing went wrong, which *would* make people to believe that there *were* people or institutions running negative propaganda against the plantation". He further said the formation of the SPI was a direct response to the errors committed by Sime Darby during its initial land appropriation strategies. In his own presentation to participants of the meeting, which was titled "*Land Grabbing, the case with Sime Darby*", the Green Advocates head informed the meeting about the controversial crop compensation payments that were made by Sime Darby. It was this controversy coupled with lack of any form of community engagement prior to Sime Darby land appropriations, that led President Ellen Johnson Sirleaf to admit to the wrongs committed by the government and the company, the GA representative indicated. She subsequently appointed an inter-ministerial council to look into the grievances of the affected communities and come out with recommendations. The GA representative went on to elaborate on the destruction of rural people livelihoods by the company as well as the destruction of cultural shrines, all contributing to the exacerbation of poverty conditions.

With this clear articulation of local communities' concerns by the GA, participants of the meeting were convinced that the conflicts between the company and the affected communities were serious and had different elements. They decided to form various

committees to work on different aspect of the company engagements with local communities. The table below list the number of committees and their responsibilities.

Table 4 List of SPI Sub-Committee and Functions

No	Name of Committee	Functions
1	Project Affected Community School	To oversee/supervise the construction of a school for the project affected communities
2	Agriculture Project <sup>81</sup>	To increase food security, which will improve the nutritional intake of people within the DCs
3	Cultural Endowment Fund	To come out with a plan that would guide the implementation of the cultural endowment fund
4	International Investigation	To investigate the controversial crop payment scheme and produce a report with recommendations to the SPI.

---

Data compiled from minutes of the Sustainable Partnership Initiative (SPI)

---

#### 4.3.1 The Project Affected Community School

One of Sime Darby’s corporate responsibilities, as outlined in the concession agreement, is to provide education to its employees and their dependents. Article 11 of the concession agreement states in part that the company should provide both primary and secondary education free of charge to “each person who is a dependent” (meaning spouses and unmarried children) of employees and the dependent(s) of any government official residing in the Sime Darby Concession area.<sup>82</sup> An important question that was not addressed in the concession agreement was whether Sime Darby should provide education to the children of parents who are not Sime Darby employees but who have lost their lands (which served as source of income to support children in school) to the company. This section discusses how

---

<sup>81</sup> The agriculture project is discussed in chapter 6.

<sup>82</sup> See article 11 section 1 and 2 of the Sime Darby Concession Agreement.

local communities, through their legal representative, pressured the company to build a Junior High School for the 17 project affected communities.

Figure 4 Dispossessed communities school



Photo by the Author taken on July 13, 2016

The idea of a school for communities who had lost their land to Sime Darby was conceived by Atty. Brownell of GA during a visit of representatives of the Roundtable on Sustainable Palm Oil (RSPO). The RSPO's visit was in response to a complaint filed against Sime Darby by the local communities. During the visit, the legal representative of local communities outlined several issues one of which was provision of quality education to the communities where Sime Darby operates especially to children whose parents were not employed by Sime Darby but who had lost their land. Through intense negotiations, Sime Darby agreed to build a school for the affected communities. A site was chosen and the construction work began in 2013. A sub-committee under the auspices of the SPI was

established to work out a mechanism for the smooth running of the school once it had been built. As the committee began its work, one question that arose was the financial sponsorship of the school. In other words, who was responsible to provide funding for the operation of the school.

During the fourth meeting of the SPI, some members of the SPI argued that the school should be sponsored by Sime Darby – a proposal that was initially refused by Sime Darby. A representative of the company contended that the school was built for the local communities who should take full ownership.<sup>83</sup> After many negotiations, Sime Darby finally agreed to sponsor the school through its foundation, the YAYASAN Sime Darby.<sup>84</sup> According to the Secretary of the School, it was agreed that through YAYASAN, Sime Darby would support the school for five years (2014-2018). YAYASAN in its 2016 annual report stated that the five-year budget for the school was RM 1,210,000 or US\$281,599 (2014-2018).<sup>85</sup> There are still questions about the future of the school after the YAYASAN funds run out in 2018.

#### 4.3.2 Establishment of a Cultural Endowment Fund (CEF)

As with the Project Affected Community School, the idea of a cultural endowment fund was conceived of by Atty. Brownell in 2012. By 2014, the fund was established but misinformation and corruption allegations (that turned out to be false) about the disbursement of the initial 100,000 USD led to the removal of Atty. Brownell as the legal representative by local communities. Community members failed to carefully investigate the accusations against the head of the Green Advocates and removed him through a written communication.

---

<sup>83</sup> 4<sup>th</sup> SPI Meeting Minutes held on August 3, 2013 at the Sime Darby Plantation Liberia Main Yard in Bomi County

<sup>84</sup> Founded in 1982, Yayasan is the philanthropic arm of the Sime Darby groups

<sup>85</sup> Innovating for the future, Yayasan Annual Report 2016.

These actions, in hindsight, were serious mistakes that have haunted the affected communities, particularly over tree crops compensation as discussed in chapter five of this dissertation.

According to informants, Atty. Brownell informed community leadership in 2012 that there were legal options to pressure Sime Darby to pay for cultural damages the company had carried out in the affected communities. Negotiation for the establishment of a CEF began through the work of SPI. At the 5<sup>th</sup> meeting of the SPI, which was held in the conference room of the company headquarters, Sime Darby, yielding to pressures of the SPI, agreed to pay a cultural endowment fund of one million dollars over a period of 60 years. Atty. Brownell during the meeting indicated that the CEF would be an intergenerational fund since it would be disbursed over many years. He further said that there was a need to contact an expert lawyer to develop an “instrument” that would guide the CEF. To move the creation of the CEF forward, a sub-committee on the cultural endowment fund headed by Atty. Brownell was established. Other members of the sub-committee of the CEF included representatives of the World Bank, the Ministry of Internal Affairs (MIA), the Environmental Protection Agency (EPA), Sime Darby and the communities affected by Sime Darby appropriations. After a series of meetings, the CEF instrument was established.

A quote from Albert Einstein 1930 *What We Believe*, which highlights the significance of religion in the human soul and is an integral part of peaceful existence, opened the cultural endowment fund proposal:

The most beautiful emotion we can experience is the mysterious. It is the fundamental emotion that stands at the cradle of all true art and science. He to whom this emotion is a stranger, who can no longer wonder and stand rapt in awe, is as good as dead, a snuffed-out candle. To sense that behind anything that can be experienced there is something that our minds cannot grasp, whose beauty and sublimity reaches us only indirectly: this is religiousness. In this sense, and in this sense only, I am a devoutly religious man.

With this powerful opening, the preamble of the proposal outlined the peaceful co-existence of the ancestors of the people of the dispossessed communities and their environment, and how the communal nature of land ownership had historically supported individual and collective livelihoods. The preamble however, lamented that since the 1950s they had “witnessed the deliberate destruction of our cherished heritage which have embarrassingly contributed to our diminished role as regional leaders of the traditional Poro society”. For example, a footnote in the proposal narrated how cultural values were undermined by Guthrie (the forbearer of Sime Darby):

Before the arrival of Guthrie, several communities including Madina #2, formed a network of villages and towns charged with hosting the regional “Poro” (men) event in Gboa, Bomi County—Poro Society members or Mende-Mel union from far and near gathered here annually to consult among themselves and undertake key initiations. Madina #2 witnessed broad-day desecration of the reserved forest which was used for rehearsal by “Zoes” and mask-dancers travelling to the annual festival in Gboa. To break the cultural resistance of Madina#2, Guthrie mockingly planted rubber trees and constructed a road through the revered forest—the spot is still noticeable today.

Citizens of the dispossessed communities further mourned the “chaotic” nature of the relationship between them and their ancestors since the government and private corporations started desecrating their inherited lands. Additionally, “they have become beggars on their own land as they do not have land to farm and their water sources have been destroyed”. The citizens welcomed the creation of an intergenerational cultural endowment fund by Sime Darby and emphasized that despite the hurt imposed upon them, they have remained peaceful and have demonstrated over many years their support for government development projects. Therefore, the purpose of the establishment of an intergenerational culture endowment fund was “to memorialize, preserve, for all generations, the historical and cultural abuses witnessed by our population and the desecration of all sacred sites”. The core principles of the fund are listed in box 4.1 below.

#### Box 4 Guidelines of the Cultural Endowment Fund (CEF)

1. Memorializing the desecration of cultural property across affected communities;
2. Adopting the most appropriate participatory management structure that is accountable, responsible, approachable, community-centered and conflict-sensitive;
3. Adequately defining beneficiaries to address present and future threats to ownership and control of the Fund;
4. Identifying as a community, policies and procedures on access to the Fund including acceptable uses to which the Fund shall be applied;
5. Ensuring value for money in the allocations of funds provided that, as possible, greater priority shall be given to programs and policies with the greatest benefits for children and youth as well as majority of community members;
6. Building capacity and shared vision on the Fund among community members;
7. Ensuring that the Fund will be an intergenerational fund held in perpetuity for succeeding generations;
8. Ensuring that once an amount is negotiated and agreed upon, 75% of the total amount of the original award will be directly placed in a time deposit escrow investment account;
9. Ensuring that the remaining 25% will be used for commencing preparatory work at organizing cultural rituals for the restoration of the sacred shrines and traditional ceremonies for truth, forgiveness and reconciliation between the affected communities and Sime Darby;
10. Ensuring that local communities, Sime Darby and their legal counsel, Green Advocates (community advisor) will sign an irrevocable covenant not to withdraw any amount from the principal amount deposited in the escrow account;
11. Ensuring that only the interests that accrued annually on the principal will be available for future reparation, restoration and restitution activities agreed to by the affected communities; and
12. Ensuring that twenty-five percent (25%) of the total interest accruing annually will be deducted from the total amount of interest and deposited on the principal amount;
13. Ensuring that the Fund shall not assume any obligations not arising from this Agreement; and
14. Ensuring perpetuity of the principal as follows, that:
  - a) The provision on the principal is not subject to future amendments as this is an intergenerational cultural endowment Fund and that no one generation is allowed to decide on what happens to the principal amount after the Fund has been established; and
  - b) The decision on deducting 25% from the annual interest and depositing it on the principal amount annually is not also subject to amendments and that the decision is designed to ensure that the value of the principal amount deposited will appreciate annually by the 25% deducted from the annual interest.

The guidelines presented in box 4.1 were adapted from the Cultural Endowment Fund (CEF) Proposal to govern the CEF implementation.

The governing structure outlined in the CEF proposal included a Sime Darby Project Affected Communities Town Assembly, whose membership would include all residents of the 17 affected communities age 14 and above and would be the highest decision making body of the CEF. The function of the Fund Assembly would be similar to a Board of Trustees, making decisions on the disbursement of funds, approving projects and overseeing the overall management of the CEF among others. A management team comprising no more

than six persons would be appointed by the Fund Assembly to administer the day-to-day affairs of the CEF.

As described above (in Box 4.1), the proposal established clear goals and a transparent mechanism through which the fund could be administered. If the fund were established and administered according to the principles outlined above, there could have been little or no problem and the fund could have benefited the affected communities. But as I demonstrate below, the administration of the fund did not follow mechanism outlined in the proposal, which created the confusion that led to the removal of Atty. Brownell.

The CEF proposal was a good document but it is not clear what mechanisms went into its development. In other words, was the document developed through a consultative process with members of the affected communities or was it developed by Atty. Brownell with no community member input? In answering this question, a key informant, who worked closely with Atty. Brownell during his tenure as legal representative of the affected communities, told me that several issues including crop payments, rice farming projects, and employment of people were being discussed simultaneously during the negotiation of the CEF. Atty. Brownell tried to inform community members about the nature of CEF but many of them were only interested in the crop payments as they were only interested in receiving immediate benefits. Therefore, community members did not pay attention to the details of the CEF proposal. Some of them even felt that the idea of the fund structured to be intergenerational was not good as they simply wanted the money for themselves.

As the CEF negotiation continued, a survey was conducted to determine the number of hectares that were appropriated by Sime Darby from local communities. The cultural endowment fund would be based on a per hectare calculation. According to a key informant who took part in the survey, the survey determined that Sime Darby appropriated 3,300 hectares from local communities. The calculation was set at \$6 per hectare per year for 63

years that span the duration of the concession agreement. Thus, a total of \$1,247,400 would have been paid by Sime Darby if everything went as planned but according the Chairman of the affected communities during the time of the negotiation, Sime Darby begged the affected communities that they should accept one million USD for 60 years. After a series of negotiations, the DCs agreed to the one-million-dollar proposal. Instead of paying the one million right away, Sime Darby decided to pay an initial \$100,000 for the first six years of operation. As discussions around this initial contribution unfolded, information went around the communities that Atty. Brownell and the Community Chairman wanted to corrupt the money and had therefore, deposited the money in a separate account. According to the Community Chairman, this false information was instigated by the head of a so-called civil society group that describes itself as watchdog for exposing corrupt practices and members of the Sime Darby Social Team, a company-supported team responsible for community mobilization.<sup>86</sup> This was done on purpose to undermine the efforts of Atty. Brownell and the Chairman of the affected communities. By undermining these two individuals, the head of this civil group and the Social Team would have a bigger stake in the disbursement of the \$100,000 - an objective they largely achieved.

As the corruption allegation spread, citizens of the affected communities began to distrust their legal representative and the Community Chairman. They called for a general meeting. In the meeting, they decided to remove the Community Chairman and Atty.

---

<sup>86</sup> The Whistle Blower Union is a civil society organization that seeks to expose any illegal activities or wrong doing. They supposed to be highly ethical but what I observe during my research was totally the opposite of ethical behaviors. The alarm their head raised was only intended to promote his own interest above the interest of the DCs.

Sime Darby Social Team is responsible for reaching out to affected communities. The Social Team supposed to be a link between the company and the affected communities. Like the Whistle Blower Union, members of the Social Team played controversial roles during the company initial land appropriations.

Brownell. Without being deliberate and conducting a proper investigation, members of the affected communities removed their Chairman and wrote a letter to Atty. Brownell requesting him not to represent them any longer.<sup>87</sup> Copies of the letter was sent to Sime Darby and the government of Liberia. Atty. Brownell and the Chairman subsequently withdrew from all activities between Sime Darby and the affected communities. A new Chairman was elected. There was no replacement of Atty. Brownell because he was working on a voluntary basis. Since the departure of these individuals, negotiations over benefits between the local communities and Sime Darby took a wrong turn, which negatively affected the DC communities.

#### 4.4 CONCLUSION

Two arguments are presented in chapter 4: First, the Legislative and Executive branches of the Liberian Government sided with Sime Darby in resolving the conflict between the company and affected communities over land appropriations. Earlier during the negotiation of the contract between the Government and Sime Darby, the former had assured Sime Darby that the land granted to the company was free of any claims. In other words, the land was “unencumbered” (meaning no body had claims to it), needed development and Sime Darby was granted these development rights. It turned out that the land was encumbered (rural people had claims to the land and were actively using it to support their livelihoods). Sime

---

<sup>87</sup> Contrary to the corruption allegation against Atty. Brownell and the DCs Chairman, the \$100,000 was still in the possession of Sime Darby. It was never deposited into a separate account and Atty. Brownell and the DCs Chairman did not corrupt the money. The money was given by Sime Darby in two installments. I was told that each of the 17 communities received \$3,000 during the first installment payment, which summed to \$51,000. The second installment was \$1,000 to each community totaling \$17,000. Adding the first and the second installments totaled \$68,000. This means that \$32, 000 was unaccounted for. I observed that some communities used parts of their money to renovate Mosques, and town halls.

Darby appropriated land without the consent of rural land owners. Rural people resisted, which created disputes.

In the settlement of these disputes, the presence of an independent legal representative for rural communities and individuals empowered rural people to effectively negotiate some benefits from the company. For the most part, multi-national companies such as Sime Darby are profit-driven and everything they do is geared toward maximizing profits. A legal representative is able to use both national and international human rights instruments to support the interests of rural people who are negatively impacted by large-scale land appropriations. Working with Atty. Brownell, affected communities within the Sime Darby operational areas were able to gain some benefits and those rural communities threatened by the company's land appropriations were able to successfully resist the company's land appropriations by demanding certain benefits from the company.

The chapter emphasized two challenges that undermined the work of Atty. Brownell. First, the tactic of President Sirleaf in instilling fear in the minds of the leadership of the dispossessed communities undercut the efforts of Brownell, who was seeking redress from the RSPO since the Government of Liberia was promoting its and Sime Darby's interests against the interests of dispossessed communities. Had it not been that the leadership of the dispossessed communities quickly withdrew their legitimate complaint against Sime Darby from the RSPO, perhaps the outcomes of the disputes between Sime Darby and the dispossessed communities would have been different.

Second, the dispossessed communities allowed themselves to be manipulated by a so-called civil society group that professed to speak on behalf of the dispossessed communities but its leadership was more interested in gaining greater influence over the cultural endowment fund, a goal that could be achieved by the removal of Atty. Brownell. Relying on the spread of falsehoods over alleged corruption of the initial payment of the cultural

endowment fund by Atty. Brownell, the dispossessed communities ignorantly removed him. This removal eventually hunted the dispossessed communities through the crop payment investigation, which is described in chapter 5 below.

## **CHAPTER 5: INVESTIGATING SIME DARBY OVER CROP COMPENSATION PAYMENTS**

Sime Darby's payments to compensate for the loss of crops was marred by fraud and lack of transparency. The company officials heading the crop compensation program counted crops prior to clearing without reporting the number of crops they counted to crop owners. During the payment, the number of crops the company reported on the payment receipts were different from the numbers of crops farmers knew. Company officials did not use any approved list of crop value from the Ministry of Agriculture. Some farmers whose crops were destroyed did not receive any payment. These situations further exacerbated the disputes between the company and affected community members. After numerous complaints, an investigation was launched. During the investigation, some individuals within the Legislative and Executive branches of the Government worked in concert with Sime Darby officials and a civil society group (the same civil society group that had worked with Sime Darby Social Team to undermine the work of Atty. Brownell, which led to his removal) to introduce formal procedures, delay action, create confusion, and sow discord within the local community to reach their goal of not adequately compensating crops owners. They used several strategies, which included the use of ethnic divisions to elicit personal and political support, delay in the provision of alleged "approved crops payment price lists" and use of threats to instill fear in affected farmers that were seeking crop payments from Sime Darby.

### **5.1 ESTABLISHMENT OF THE INTERNAL INVESTIGATION COMMITTEE**

Citizens of the dispossessed communities on January 2, 2012 filed a 14-count complaint to the government of Liberia. In their complaint, citizens informed the government of Liberia that in addition to the company forcibly taking their land without warning nor consent, the company also failed to compensate them adequately for the crops damaged by Sime Darby. The citizens called on the government to investigate. The General Auditing Commission (GAC) visited

affected communities and informed affected farmers that they were investigating the allegation against Sime Darby concerning crop payments. They informed all the affected farmers to give their crop payment receipts. The GAC collected all the original receipts and never returned them to the farmers. Failure of the GAC to return the crop payment receipts back to the farmers created a situation where the farmers did not have evidence for under payment of crops destroyed by Sime Darby.

With the help of Atty. Brownell (before his dismissal over the cultural endowment fund corruption allegation), the affected communities filed another complaint to the RSPO. As a result of the RSPO intervention, it was agreed that The Forest Trust (TFT) would conduct an independent investigation into the conflict between Sime Darby and the affected communities. The TFT report was released in August 2012 with 12 key recommendations. One of the recommendations was that Sime Darby conduct an investigation of crop compensation payments. In a May 2013 press release, Sime Darby gave updates on the implementation of the recommendations stating that it had conducted an “internal audit but no evidence of any wrongdoing was found” on the crops compensation.<sup>88</sup>

Meanwhile affected communities continued to press for answers regarding the questionable crop compensation scheme that was used by Sime Darby. The Sustainable Partnership Initiative (SPI), created a subcommittee called the International Investigation Committee (IIC) to specifically investigate the crops compensation payments conflict between Sime Darby and the affected communities, focusing on the specific allegations (case by case basis) levelled against the company. At the same time, it strove to maintain peace

---

<sup>88</sup> Joint (TFT & SDPL) Progress Report on 12 Recommendations made in TFT’s Independent Assessment Report (August 2012), May 2013

and stability during and after the investigation and produce a final report with findings and relevant recommendations. Membership of the IIC came from six sets of stakeholders. Sime Darby Plantation-Liberia (4 members), the affected communities (4 members), Whistle Blower Union (3 members)<sup>89</sup>, Ministry of Agriculture (2 members), Ministry of Internal Affairs (2 members), and the National Civil Society of Grand Cape Mount County (2 members). Thus, 17 persons comprised the IIC investigation board.<sup>90</sup> Since the affected communities had earlier written Atty. Brownell and Green Advocate not to represent or interfere in their case against Sime Darby, he did not form part of the IIC board. A budget of USD\$30,835.00 for the operation of the IIC, which was to be financed by Sime Darby was approved.

The IIC was mandated to work for five months (February to June 2016) but the June deadline passed without the IIC making any report to affected farmers. As the investigation unfolded, farmers complained about the fairness of the investigation. Some affected farmers told me that members of the IIC were prolonging the investigation because of the transportation allowances they were receiving. On the other hand, community representatives on the IIC stated that the delay was due to the failure of the government of Liberia and Sime Darby to produce a price list of crop compensation that was used to pay farmers between 2010-2011. This issue took the center stage of the investigation when Sime Darby paid higher prices for crops in a nearby clan (Zoduwa) as compared to the prices the company paid farmers in affected communities. For example, mature rubber tree was priced \$6 in 2010-

---

<sup>89</sup> Notice this was the same Whistle Blower Union that worked with the Sime Darby Social Team to undermine the work of the legal representative and the former DCs Chairman. They finally got what they were seeking: To sit on the negotiation table and have bigger voice in the outcome of the investigation.

<sup>90</sup> Also notice the absence of the Green Advocates, the institution that was representing the legal interests of the DCs.

2011 but in 2012-2013 to the Zoduwa clan, the same mature rubber price was \$97.25. Farmers demanded that the company should retroactively pay them their “balance money”. In other words, they said that the company underpaid them. The company countered that the government price list used in 2010-2011 was different from the price list used in 2012-2013 and that they were only legally obliged to compensate based on price list provided by government. Unfortunately, neither the government or Sime Darby could provide the 2010 price list as demanded by the IIC.

As the investigation dragged on, a group led by mostly young people called Aggrieved Farmers (AF) was formed to pressure the company and the government. As already stated, the June 14, 2016 deadline set for the IIC report passed and the AF gave an ultimatum to Sime Darby to pay their balance money by July 14, 2016.

#### 5.1.1 The Aggrieved Farmers’ Position Statement

On July 23, 2016, the leadership of the AF had a press conference at which they presented a position statement to the management of Sime Darby and the Government of Liberia. In their position statement, the AF expressed their “disappointment and dissatisfaction” in the way they were being treated by the Sime Darby company. They highlighted how they “witnessed the destruction of their crops without their consent”, which resulted in conflict between affected communities and the Sime Darby, a situation that led to the President’s visit. The AF indicated that failure of Sime Darby to implement the recommendations of The Forest Trust Program (TFP). The farmers emphasized that Sime Darby did not pay them compensation for their crops according to international standards for payment of crops, the “amount paid was insufficient to support ordinary sustainable livelihood of individual farmer”. They also pointed out that some farmers’ crops were destroyed but did not receive any form of payment and some farmers were never part of the counting process as the company was destroying their crops. The position statement further accused Sime Darby of not conducting Free, Prior

and Informed Consent (FPIC) at the time the company was destroying the livelihood activities of the farmers and taking their land, a situation that had made them (farmers) “vulnerable”. They also accused the company of not constructing hand pumps, latrines or health facilities in the affected communities. Therefore, they were not benefiting from the company.

Following these transgressions, the AF noted that the GAC had yet to release a final report and all original crop payment receipts they (GAC) collected from farmers were now missing. The farmers also stated that a third investigation team (the IIC) started its investigation in early 2016 with a deadline of final reporting on June 5, 2016 but there was substantial delay due to the unavailability of a 2010-2011 price list, which caused the deadline to pass.

In their position statement the Aggrieved Farmers gave the IIC an additional one month (from June 14 to July 14) to allow them time to complete the investigation. July 14<sup>th</sup> passed and still a final report was not produced. The leadership of the Aggrieved Farmers made it “vividly clear that beyond 14 days as of the date of this position statement, if the management continuously refuse to pay individual farmers, the aggrieved farmers of the 17 affected communities will have no option but to immediately take alternative actions”. The position statement was signed by 65 persons from the 17 project affected communities. Even though the position statement did not specify what “the alternative actions” would be taken, one of such actions was a planned sit-in action that was discussed in a mass community meeting, which I attended on July 29, 2016. In the meeting, angry community members indicated that they were willing to close down the company operations by blocking the entrances to the plantation with their living bodies. They would do that peacefully until the company paid their “balance money” for crops.

### 5.1.2 Sime Darby Response to the Aggrieved Farmers' Position Statement

In a July 26, 2016 Press Release, Sime Darby acknowledged receipt of the Aggrieved Farmers position statement of July 23, 2016. The company emphasized that it “takes seriously concerns raised by the community” and that was why a multi-stakeholder investigation team (referring to the IIC) was established to conduct an investigation and advance recommendations on the way forward in resolving the crops compensation issues. The company said that contrary to farmers’ statement that there was no health facility, the company since 2010 had been operating a “health clinic located in the Bomi Estate” providing “free medical assistance to some 30,000 people each year”.<sup>91</sup> The clinic, which remained open during the Ebola epidemic, has one medical doctor and “46 qualified support personnel”. The company said it has “been financing and running” seven schools, which employ 130 qualified teachers, and “providing education to 5,500 students”. The company also emphasized that in addition to the seven schools, it constructed a 12-class room school and is fully covering the operational cost of this school. Additionally, the company indicated that it has built and maintained 36 hand pumps in the affected communities, constructed and maintained 65 latrines across the company’s operational areas and each employee from the affected communities receives a 100-kg bag of clean rice per month.

Moreover, the company said that in addition to providing 99 sheep to the affected communities, it employs “at least one person from each household in the affected communities, “a measure that effectively provides jobs for over 700 residents”.<sup>92</sup> The

---

<sup>91</sup> The company operates two Estates, one of which is the Bomi Estate. The project affected communities are around the Matambo Estate. The Clinic at the Bomi Estate only provide treatment for the company employees and their immediate dependents.

<sup>92</sup> I will discuss this issue more broadly in the livelihood chapter but I want to emphasize here that I observed that Sime Darby did not employ one person from “household” but one person from “house”. The two are different.

company also claimed that in 2013, it assisted the affected communities to establish “an intensive farming project on 60 ha of land”, with more than 400 farmers from 15 towns participating.<sup>93</sup> In clarifying the crops compensation scheme, Sime Darby said that it paid farmers based on the “then existing rates established by the Ministry of Agriculture” but since the farmers felt that they were cheated, Sime Darby decided to “examine the evidence and agreed to pay additional compensation to those who could present evidence”. In response to the farmers’ allegation that the investigation was delayed, the company said the delay was due to the death of the Community Chairman and not due to Sime Darby obstruction since the company has cooperated with the investigation by submitting all its documents to the investigation board. With all these achievements, the company “regrets that the farmers and the NGO representing them decided to walk away from that process and gave us this ultimatum”. The company concluded its press release by acknowledging “that the initial Free, Prior and Informed Consent process conducted in 2011 with the 17 communities around the Matambo Estate was not as robust as it should have been”. It also stated that improvements have since been made with the help of TFP, the Government of Liberia and other civil society organizations.

### 5.1.3 Affected Farmers’ Counter Response to Sime Darby Press Release

On August 7, 2016, representatives of the farmers published a counter response to the Sime Darby July 26, 2016 press release. The farmers argued that Sime Darby did not use any approved price list from the Ministry of Agriculture and challenged the company to produce such a list if it ever existed. They indicated that it is the lack of a 2010-11 approved price list that led to the delay in the investigation and the release of their position statement. The

---

<sup>93</sup> This controversial farming project is discussed in chapter 6.4

farmers reemphasized that the claim by Sime Darby that the delay of the investigation was due to the death of the Community Chairman was incorrect as the delay came way before the death of the Chairman. They said while the Chairman was still alive, they had written two protest letters highlighting the unnecessary delay of the investigation.

On the issues of the 36 functioning hand pumps and 65 latrines, the farmers challenged Sime Darby to produce the list of affected communities who were benefiting from these projects. The farmers also contended that Sime Darby has no health facility in any of the dispossessed communities and they challenged the company to prove them wrong. On the issue of school, the farmers indicated that the company only constructed a substandard school in one of the affected communities with no auditorium and transportation facility as many affected communities are hours distant from the school. To clarify the number of hand pumps and latrines constructed by Sime Darby in the affected communities, the farmers' representatives produced the table below.

Table 5. 1 Number of hand pumps in the communities totally dispossessed of their land

No	Name of Community	Total # of Hand Pumps	Functional Pumps	Non-Functional Pumps	Number of latrines
1	Kon Town	4	2	2	1
2	Gonded Town	1	0	1	0
3	Nimba Point	1	1	0	0
4	Madina #2	0	0	0	0
5	Gah Foboi	1	0		
6	Siaffa Keh	1	0	1	0
7	Ballah Town	2	0	2	0
8	Dendewea Town	1	0	1	0
9	Kenemah Town	1	1	0	0
10	Baca Town	1	1	0	0
11	Senii Town	3	3	0	0
12	Sengameh Town	2		1	0
13	Johnson Town	1	1	0	0
14	Lain Town	2	1	1	0
15	Timbo Town	1	1	0	0
16	Keylia Town	1	1	0	0
17	Damah Town	2	2	0	0
		25	14	9	1

Data adapted from Aggrieves' Farmers Counter-Response to Sime Darby dated on August 7, 2016.

Finally, the farmers maintained that if nothing was done to make payment for their crops, they were going to implement their planned peaceful demonstration.

## 5.2 THE PEACEFUL SIT-IN ACTION

On August 22, 2016, the Aggrieved Farmers led a peaceful sit-in action that blocked the company operation for four days. The AF organized mostly women to sit at the various roads leading into the Sime Darby concession. By blocking the roads with their physical bodies, company vehicles that usually carry workers and palm nuts were prevented from entry into the concession. It was easy for organizers of the peaceful sit-in action to mobilize women. For the most part, women were bearing the greatest cost of Sime Darby development. Many of their major sources of livelihoods (farming and fishing) and income (from cassava) had already been destroyed by the company. Moreover, the company were not employing many of these affected women and therefore, they were “sitting naked and doing nothing”.

Figure 5 Women blocks road leading to Sime Darby Plantation



Photo by the Author taken on August 22, 2016.

On day one of the demonstration, the government sent the Emergency Response Unit (ERU) of the Liberian Police.<sup>94</sup> The sit-in action started at 7am and by 12pm the ERU arrived. They said the purpose of their coming was to maintain law and order. As long as the demonstrators conducted their sit-in action in a peaceful manner, there would be no problem. The police lived up to their word and there was no report of police brutalities throughout the sit-in action. Meanwhile an official of Sime Darby had a phone-in radio interview to state the position of the company. This representative said that “Sime Darby does not owe anybody a dime for crop compensation”. He said the reasons are twofold. First, the government gave the land to Sime Darby with the understanding that nobody was on the land. Second, as the company started its operations, it soon realized that there were people living on the land and some had cultivated crops.

The company took upon itself to pay for those crops. The company carried out crop payments in full with all receipts based on a 2009 price list that was issued by the government. He said once the farmers took up the complaint to the management of Sime Darby, the management and other stakeholders organized the IIC to conduct an investigation. Part of the investigation fell within the Muslim Holy month of Ramadan. Members of the IIC had to pause the investigation in order to observe the Holy month. Right after the Ramadan, the chairman of the affected communities, a major stakeholder in the investigation passed away. There was another delay as the IIC had to wait for the funeral services and observe the 40-day Feast.<sup>95</sup>

---

<sup>94</sup> The ERU is one of two armed units of the Liberian National Police. They are responsible to crack down any violence demonstration.

<sup>95</sup> The 40-day Feast is a time where the dead is memorialized.

On the question of the huge discrepancy between the 2009 and 2012 price list, the company representative said that the company was not the one that came up with the price lists. It was the government. He stated that the “development of price lists of these natures is based on the prevailing prices of crops”. As the prices of a crop rise on the market, compensation for those crops rise. Conversely, when the market price is down, the compensation also goes down. As organizers of the sit-in action listened to the radio talk show, tensions hardened. Many of them I interviewed told me that the company representative was lying on the radio. They said both the Ramadan and the death of the Community Chairman were not major reasons that stalled the IIC investigation. Instead, it was the government of Liberia and Sime Darby’s failure to produce the 2009 price list that caused the delay.

Several government officials, including the newly appointed coordinator for concessions and disputes, came to speak with the demonstrators on day two.<sup>96</sup> At first, the Coordinator for Disputes in Concessions tried to stop the peaceful sit-in action by telling lies and instilling fear. The coordinator informed the aggrieved farmers that “during war times, the warring parties can go to Geneva and will be advised to go back to the status code, meaning being peaceful”. He suggested that if the peaceful sit-in action continued, the management of Sime Darby may say that they would like to come for negotiation but the road blocks were preventing them. He threatened that the “President has been informed of this situation and has invited the managers from Sime Darby at the Malaysia headquarters to come and they are due to arrive on September 1<sup>st</sup>”. He said that whether the company stays in Liberia or ultimately departs will depend on the cooperation of the farmers. He concluded by

---

<sup>96</sup> Because there were many disputes between rural people in places where concessions were operating and concessionaires with constant demonstrations that impeded the functioning of those concessions, the President appointed a former senator to serve as a coordinator for disputes settlements.

saying to the farmers “so you people give me from now until the 26<sup>th</sup> of September. I will make sure that one of you will be at a meeting with Sime Darby international officials and with the President of Liberia”.

The reasons given by the Coordinator seemed not to convince the farmers. First, the statement of road blockades preventing the passage of company managers was incorrect. The Aggrieved Farmers did not block the main highway. The Sime Darby concession cut through Bomi and Grand Cape Mount counties. The company headquarters is located on the Bomi side of the plantation and the road leading to the company headquarters was never blocked. Because of the flaws in his arguments, a lady from the aggrieved farmers indicated that for six years “we have been suffering and you people (referring to the government of Liberia) have not done anything to alleviate our suffering”. She asked the Coordinator that “if he hears that someone was beating his mother, he will not go there because his mother has not complained to him”? For six years, this case has been going on between the farmers and Sime Darby and no one has come to their aid and today he is requesting that they give him more time. Such request was not possible as they would remain on their peaceful sit-in actions until the Sime Darby make payment for their crops.

The coordinator responded by saying that he was appointed just a month ago and without a mandated authority from the government, it was difficult for him to get involved. Now that the President has given him the authority, it was good if the farmers could give him chance to intervene. He promised to arrive at an amicable solution that all parties involved in the crop compensation controversy would be satisfied. The aggrieved farmers contended that they have used “all the tables that can be used to settle dispute of this nature” but these had not produced any results. They said they even gave additional 14 days after the deadline of the investigation but still they did not get any answer. Therefore, the request of removing the blockades was not accepted.

Concerning the receipts that were collected by the GAC and the crops price list, the Coordinator said that he asked for the key to the box that held the collected receipts but he was informed that the key was not available. For the price list, he informed the Aggrieved Farmers that he had asked the Minister of Agriculture who responded that he (the Minister) must “ask his boss, the President first” before releasing such information. At this point, the Coordinator tried to once again to instill fear by warning that “three things we are afraid of in this world- God, Government and Gun”. As was he saying this, the aggrieved farmers murmured in disagreement. Realizing the history of concessions in this area spanning from the 1950s when B.F. Goodrich first started planting rubber on their land, the farmers asked the Coordinator if “this company leaves and another company comes to take over, will this new company be responsible to pay for our crops”? The Coordinator answered in the affirmative.

At this point, the conversation became tense as the number of aggrieved farmers kept increasing. With the scorching sun overhead, a suggestion was made that “we find another location” to continue the discussion. A nearby school building was selected and representatives of the farmers and the Coordinator moved there. My research assistants and I followed them. At the school, one of the aggrieved farmers began by saying “the small goat and the big goat are not equal but they have the same sense”. With affirmation of applause, he begged the Coordinator that the farmers stay on the peaceful sit-action until Thursday “because for more than five years Sime Darby has been suffering us”. At this point, a consensus was building around Thursday, a day that representatives of the affected communities would travel to Monrovia to have a final discussion on the way forward regarding their crop payments.

Again, the Coordinator pushed the farmers to stop the peaceful sit-in. He said even though community members have been suffering for more than five years, this was the first

time the government of Liberia has appointed someone to consider this issue. He asked, “how can we continue this sit-in action when we are carrying on the negotiation?” Continuing his line of threat, he said suppose that someone causes fire in the palm plantation while the peaceful sit-in action was ongoing, who could be responsible. He maintained that it was the government that is supposed to speak for its citizens but “if the farmers are refusing to listen to the government, they are making things difficult”. An aggrieved farmer, who apparently may have been a former fighter during the civil war and who may have known the Coordinator challenged him by saying that “at the time of the peace talk in Ghana” they (LURD fighters) were in Kakata City and they (Coordinator with the government forces) were in Salala<sup>97</sup>. He said they both held their ground while the negotiation was on going. He concluded by saying “we will remain on our ground (continuation of the peaceful sit-in action) while the negotiation goes on in Monrovia.

The Coordinator came back this time with a different tactic to convince the farmers. In a pathetic tone, he said that for two days now, he has been appealing to the farmers to abandon their sit-in actions but because he was from a different county and from a different tribe, the Vai people of Cape Mount did not want to listen to him.<sup>98</sup> He reminded the people that the “Vai were the cousins of the Golas but the Vai were ignoring their cultural heritage and history and denying a Gola man the opportunity to perform his responsibility”. He further accused them of trying to undermine “a Gola man’s job-something they should remember in the future”. After this statement, the aggrieved farmers especially the elderly and the women became sad and quiet. After a long pulse, it was agreed that the farmers continue their sit-in

---

<sup>97</sup> Liberians United for Reconciliation and Democracy (LURD) was a warring faction that ousted former President Charles Taylor.

<sup>98</sup> Grand Cape Mount predominantly Vai and Bomi is mostly Golas. Sime Darby operates in these two counties but the conflict is between the company and the people of Cape Mount.

action until Thursday when representatives of farmers would travel to Monrovia to negotiate and come to a peaceful conclusion.

#### 5.2.1 Meeting with Sime Darby Liberia Management Officials

As the sit-in action continued, on day three (August 24, 2016), representatives (Liberian Managers) of Sime Darby came to persuade the leadership of the farmers to cut off the demonstration and allow the company to continue its operation while the negotiation was ongoing. A representative of the Aggrieved Farmers was given the opportunity to explain. The representative said Sime Darby did not negotiate with them both during the counting and payment of their crops. He said that Sime Darby promised that they were going to pay US\$6 for mature crops but the company did not pay that price. A committee was set up to investigate the crop payment scheme but Sime Darby did not cooperate with the investigation. That was why they decided to act by peacefully sitting at the entrances to block the company operations until their balance money was paid. In response, representatives of Sime Darby said that they had heard the complaint of the farmers and their complaints were all germane. The Sime Darby representatives said even though they (Sime Darby) were on the right side of “this case as they had done nothing wrong”, they thanked the farmers for being peaceful. They asked the farmers to allow them to “be doing small, small things for their workers” while the negotiation was ongoing.<sup>99</sup> They asked the farmers to “soften” their hearts and allow the workers to be “getting small, small things” while negotiation was taking place at the highest level.

A representative of the farmers responded by saying that “God can feed the ants on the ground”. At the heart of the civil war in 2003, thousands of people were jammed at the

---

<sup>99</sup> Small, small things is a Liberian English meaning job. The opening statement of the Sime Darby officials was an appeal to the farmers to allow the company workers to continue to work so that their monthly pay will not be greatly affected by the number of days lost due to the peaceful protest.

Samuel Kanyon Doe Sport Complex without food but they still managed to survive.<sup>100</sup> He said for more than four years they have been on this case with no amicable solution in sight. The only option available to them was to continue their peaceful sit-in action until the company gives them their just benefit. The farmers' representative also informed the company Liberian Managers that they should wait until the Monrovia meeting. The District Commissioner who was attending this meeting cautioned the company managers that they should agree with what the leadership of farmers were saying. If they agree to cut off the sit-in action, the farmers would blame them (the District Commissioners and other local government officials). He said it was the same way that he was being accused of taking side with the company. His only interest was that the matter be concluded in a peaceful manner so all parties would be happy.

#### 5.2.2 Meeting at the Capitol Building

For the previous three days, community members had blocked the various entrances to the Sime Darby Plantation in the Cape Mount area. This meeting, which was held on August 25, 2016, included representatives of the affected communities, Sime Darby, government officials and civil society groups, was meant to bring all the parties together and find a solution. After the various introductions, the meeting opened with the National Coordinator on Disputes within Concessions, highlighting the plights of the Aggrieved Farmers to the senior Senator. He said that the farmers were complaining that the company destroyed their crops without just compensation. Therefore, they acted by blocking the entrances to the Sime Darby plantation with the goal of interrupting the company operations until this case would be resolved. He urged all participants of the meeting to speak their minds so that an amicable

---

<sup>100</sup> The Samuel Kanyon Doe (SKD) Sport Complex is the largest sport complex in Liberia capable of hosting 30,000 soccer fans. During the 2003 civil unrest on Monrovia, thousands of displaced people were living in the spoke stadium.

solution could be found. He also informed the gathering that the management of Sime Darby was complaining that the road blockades were preventing the company from supplying its workers with food. The leader of the civil society group that had succeeded in undermining the work of Atty. Brownell buttressed this allegation by saying at 12pm, he received a complaint that a vehicle carrying food for the company workers was stopped. Representatives of aggrieved farmers denied this allegation. They said that their peaceful sit-in action was only meant to prevent the company from normal operation as they were allowing other vehicles and the allegation that a vehicle carrying food was stopped was false. Some of them work for the company and were also in need of food so they had no reason to stop vehicles with food.

After the food argument, the investigation continued with the spokesperson of the Aggrieved Farmers taking the stand. He said it all started in 2009-2010 when Sime Darby informed them that they had come to plant oil palms. They promised to pay for every crop that they destroyed. Farmers were greatly cheated in the counting process as many of them were not part of the counting process. Those who were leading the crops counting told them that the money “for crop payments was too much and they were not going to pay at all”. Additionally, after counting various crops, Sime Darby representatives did not share the counting lists with the farmers. Instead, during the payment, some farmers did not get any money as the company officials would say that the “computer ate some people names”. The spokesman even accused a representative of the company who was present in this meeting that he (Sime Darby representative) denied many people of crop payments due to their ages. He himself was denied payment because this official said that he was too small to own all the crops he was claiming, “even though all of the people in his community knew that his late father was the number one farmer in his community”.

The spokesman continued by citing all the various failed steps that rural communities had gone through to redress the violation of their rights by Sime Darby. This experience has demonstrated to the rural communities that going through formal and regular processes led simply to frustration. Nobody in the government in reality supported their claims. Thus, they have chosen to set roadblocks to call the attention of the government and other key stakeholders. The spokesperson went on to highlight the suffering the company has brought upon them by highlighting the company employment scheme but he was interrupted by the Coordinator and told not to introduce any other thing beyond the issue crop compensation. The spokesperson concluded by saying that what the company was saying today that they do not owe farmers for destroyed crops but he cautioned the company that “if you take land from people, you are destroying generations upon generations to come”.

Buttressing the spokesperson, a female farmer said that she wanted the investigation to continue because she heard on the radio that Sime Darby believes that it does not owe farmers any money. Only the investigation would determine if the company owes the farmers’ money or not. Another aggrieved farmer said that they were greatly frustrated. Frustrated because Zodwa Clan and their communities were located within the same district. How come the company paid them \$6 (per tree) and six months later pay farmers in Zodwa \$10.8 and in some cases as high as \$96. He asked rhetorically whether such changes in price within such short period of time was fair. He said because of this large difference in compensation, they demanded the approved price list that was used in 2010-2011 but they could not get it from both the government and Sime Darby. He said they were determined to carry on the peaceful sit-in action until their demands were met. “If a young boy tells you that he will brush that forest next year, know that his father is behind it. We are young people but our old people are behind us and they are suffering”. He concluded by lamenting that “if the

government can allow her citizens to be treated in this manner, we will continue our sit-in action”.

Another aggrieved farmer said that “Sime Darby was quick to say yes but slow to implement”. He suggested that an independent body be set up to carry on the investigation because the IIC has not been able to “resolve this issue”. In response, the country Manager of Sime Darby said that he still remembered working with the late Community Chairman. He said he signed a Memorandum of Agreement (MOA) with the late Chairman concerning five major issues some of which included the cultural endowment fund, mapping and crop compensation. He remembered presenting “\$99,000 on that day for the cultural endowment fund” to the affected communities. He said the IIC was not employed by Sime Darby but it was a brain child of the SPI. All parties to this crop payments conflict agreed to go on with an investigation. “If you say that I should pay you money, I need to know the reasons for paying”. He said since the IIC members were present at the meeting, it was a good idea for them to explain the process of the investigation. He said Sime Darby was not in Liberia to cheat people or destroy peoples’ lives. That was why the company had not moved (planted new areas) for two years. He said that if the farmers felt that they were cheated, the problem did not stem from his company. The company paid farmers in the affected communities \$6 based on government approved price list and paid \$96 to farmers in Zodwa based on another government approved price list. The \$6 price list was done in 2004, 2006 and 2009.

The Coordinator on disputes in the concession cautioned the senator that people were complaining that the IIC was too slow in adjudicating the crop payments dispute and there was need to do something as the “land issue was too sensitive”. An official of the IIC, who is an Assistant Government Minister, took the stage to defend the delay in the IIC investigation. He began by saying “some people see the Sime Darby company as a blessing while others see it as a curse”. The composition of the membership of the IIC make them as independent

as possible. He said the delay of the investigation started when civil society groups (including the head of the same civil society group that manipulated the affected communities in removing Atty. Brownell), who serve on secretariat of the IIC, wanted to control the operation budget. After the IIC Chairman denied this suggestion, the operational budget negotiations went on for three days. He informed the gathering that during the second sitting of the IIC, the Community Chairman passed away and because of tradition, they had to suspend the investigation for 40 days. The IIC representative further said that they requested from Sime Darby company documents relating to the crop payments but the company was skeptical on legal grounds. He appealed to the Aggrieved Farmers to go back to the negotiation table, pull back their roadblocks and allow the investigation to continue. A suggestion was made that two persons (one person from each Senator office) be added to the IIC. A consensus was built around this suggestion.

At this juncture, the Coordinator restated his call for the aggrieved farmers to stop the peaceful sit-in action while the investigation was ongoing. He promised to complete the investigation in a timely fashion. Another observer added that “peace can last for a long time but war is for short period of time”. He emphasized that no matter how long war is fought, only a peaceful negotiation can end it. He therefore, asked the aggrieved farmers to stop their sit-in action while the investigation continued. A representative of the Aggrieved Farmers asked, when would the price list for 2010-2011 be made available. In response, a member of the IIC said that they had written the Ministry of Commerce but was told that Commerce did not have the list for agriculture commodities. The Ministry of Agriculture had yet to provide the list and that they had also written to the Bureau of Concessions and were still waiting for a response. The Coordinator assured all that the price list would be made available.

As to the timing of the investigation, a suggestion was made that the investigation should take place Monday, Wednesday, and Friday of each week for a total of 3 months. The

Manager of Sime Darby objected that the proposed time was too short because he needed to first consult with his bosses at the Malaysian office given that the company would be responsible to underwrite the cost of the investigation. The Coordinator said that since they were appealing to the farmers to stop the sit-in action, the company should be willing to give something as well. A consensus was built that the investigation would commence in September of 2016.

#### *5.2.2.1 The Irrevocable Memorandum of Understanding between the AFs and Sime Darby*

Once it was agreed that the investigation would commence in September 2016, a member of the IIC recommended that a memorandum of understanding be written. This IIC representative who was also a legal consular at Ministry of Internal Affairs (MIA), drafted an Irrevocable Memorandum of Understanding (IMOU). The preamble of the IMOU recognized the presence of Sime Darby operations on community lands and demonstrated that the farmers were dissatisfied with the company crop payment scheme, particularly given that citizens of both the affected communities and the nearby Zodwa were “similarly situated”, yet the people of Zodwa had received more money. The IMOU also recognized that Sime Darby challenges the farmers’ claim on the grounds that the crop compensation payments in question were done in different time periods and that “the dollar value of today is not the dollar value of yesterday”.

A clause in the IMOU that became contentious referred to the reasons for the delay in the IIC investigation as due “to the death of the Chairman of the affected communities and other exigencies which representatives of both Sime Darby and the affected communities acknowledged”. Representatives of the AFs opposed this clause and said that the refusal of the Government of Liberia and Sime Darby to provide the approved crop listing caused the delay and not necessarily the death of the Chairman. After two hours of discussion, this

clause was retained in the IMOU against the will of the Aggrieved Farmers. The following 8 elements presented in box 5.1 contained key elements of the IMOU.

Box 5. 1 Elements of the Irrevocable Memorandum of Understanding

1. That, investigation remains a *sin qua non* to the amicable solution of the deadlock,
2. That the IIC will be augmented to include one representative from the Junior and Senior Senators offices
3. That a representative of the Workers' Union at Sime Darby will also be part of the IIC,
4. That, all parties return to status quo with the proviso that the renewed investigation be completed in a two months' period effective from the signing of this instrument but with effective date as of September 7-November 7, 2016;
5. That the IIC will conduct its affairs in Sinji on every Mondays, Wednesday and Fridays of the months of September 7-November 7, 2016
6. That, within this period, the investigation itself, the compiling of the expanded IIC findings and recommendations as well as the submission of its report will be completed.
7. That, upon signing this document by the concerned parties, the AFs will immediately without precondition withdraw from its peaceful sitting at the entrance of the Sime Darby operational sites.
8. That the parties, henceforth have resolved to always use dialogue to resolve all real or perceived disagreements and never to result into setting up road blocks or otherwise.

Adapted from the Irrevocable Memorandum of Understanding that was signed by representatives of the affected communities, Sime Darby and the offices of both the Senior and Junior Senators from Grand Cape Mount County on August 25, 2016.

Without any legal representative, the vulnerabilities of the representatives of the affected communities were exposed during the writing of the IMOU. Nearly all their arguments and recommendations did not end up in the final IMOU. For example, on element 6, their representatives wanted to add to the compilation of findings and submission of report any necessary compensatory payments for crops in the three months' period. But this request did not make it into the final IMOU. Different perspectives about the role of community redress when disagreements arose were not included. For example, element 8 prohibits "the setting up of roadblocks" as a way of expressing their grievances or calling attention by AFs future "real or perceived disagreements" was never part of the IMOU discussion. It was added in the last minute when the community representatives were coerced to sign. I will explain this coercion below.

The meeting at the Capitol Building started at 12pm and the discussion went for the rest of the day until 7pm when an Assistant Minister, a legal representative of the IIC, drafted the first version of the IMOU. As the discussion around the IMOU unfolded, community representatives requested that they be allowed to take the draft IMOU back to their people to gain their approval and to seek a legal opinion since none of them had legal training. The representatives of the IIC, the National Coordinator on dispute in concessions, and the Senior Senator all insisted that the representatives sign the IMOU that night as there was no time to come back to the negotiation table. Community representatives went into a private meeting as they had done recurrently throughout the day. Upon their return the representatives appealed that they be allowed to take the IMOU to their people and have a discussion first. They insisted that such discussion would be very important in peacefully ending the sit-in action. They also expressed fear that if they sign the IMOU without going back to their people, they would be accused of taking a bribe and compromising the interest of the farmers. Their lives would therefore, be put in harms' way.

At 10pm, the National Coordinator on Concession, the Senator and the legal representative on the IIC who had drafted the IMOU threatened the community representatives by stating that the “government has the final saying in any dispute within the country”. The police were on the standby and just waiting for instructions from either the President or the Police Inspector General. If the community representatives do not sign the IMOU and call off the sit-in action, they would have to inform the President that the farmers were not cooperating with the investigation. The police would therefore, be instructed to force them out of the entrances to the company operations. The Senator further threatened that he was traveling the next day and he had no time to come back to this issue since, as Chairman of the Senate budget committee, he was very busy with the preparation of the national budget. He warned the community representatives that “this is the only opportunity

for the them to sign this IMOU so that the investigation can continue”. He informed them that as Senator, he is the biggest voice that speaks for the people of Grand Cape Mount County. If the representatives continue to refuse to sign the IMOU, he would also inform the President about their poor attitudes. With such consistent threats, the tired and wearied representatives reluctantly agreed to sign the IMOU.

### 5.3 THE IIC INVESTIGATION RESUMES

The investigation of farmers resumed on September 14, 2016 in Senje, Garwula District, Grand Cape Mount County. According to the IIC final report, the investigation could not continue in Sinji because in addition to Sime Darby requesting that the investigation venue be “changed due to security reasons”, five project affected communities “refused to testify under oath in demand of the Ministry of Agriculture approved Crops Price Listing.” The report further stated that it was agreed that the venue of the investigation be transferred to the Ministry of Internal Affairs in central Monrovia. Farmers were organized by towns and were trucked to Monrovia for the investigation.

### Box 5. 2 Procedures for conducting the IIC investigation

<p>At table one</p> <ol style="list-style-type: none"> <li>a. Farmers will be registered, Photograph and ticketed at table One, verify the documents to see if the secretariat did issue the person the form</li> <li>b. Determine whether or not the person falls in category one, two or three.</li> </ol> <p>Proceed to table two</p> <ol style="list-style-type: none"> <li>a. Farmers will queue up on the FIFO basis. Farmers to be sworn and placed under oath that whatever he/she says to the investigation is indeed the truth, nothing but the truth and the whole truth.</li> <li>b. To be followed by the sorting out of the farmers form as enrolled and the public hearing of what the person complained.</li> <li>c. Matching said public testimony with what the person had written in the complaint form to see whether or not they can be corroborated or the person's credibility should be impeached.</li> <li>d. Then, the contents of the farmer's form will be read aloud in front of a trusted family relative to pinpoint the contradictions if anything.</li> </ol> <p>Clearing at table three</p> <ol style="list-style-type: none"> <li>a. Depending on the category of a giving case, farmer will be:             <ol style="list-style-type: none"> <li>i. Augmented in payment if he/she was under paid, and to do so, the team is to do either of the followings:</li> <li>ii. Look at "MOA" approved listing of prices of crops</li> </ol> </li> <li>b. Looking at the Sime Darby records, Spot visitation to make an informed judgment, then in that case, another residual case load will be recorded for onward transmission to Sime Darby management for payment</li> </ol>
---

During the investigation, I wanted to see first-hand the process of the investigation as presented in the table above and therefore requested to sit and observe the process of the investigation. At first, I was allowed but the representative of Sime Darby on the IIC objected to my observation. I was therefore, denied access to the investigation. Since I could not sit in the investigation room, I decided to conduct a post-investigation survey of individuals as they left the investigation room. I was interested in knowing their feelings about the process of the investigation and their overall confidence in it. My research assistants and I conducted post investigation interviews with 40 persons. All those we interviewed said that they were not satisfied with the investigation. Some narrated that after giving them the oath, IIC members did not give them a chance to explain but instead constantly bombarded them with questions from all sides. Those who were forceful in explaining what the company did to them were cut off and dismissed.

As I managed to persuade the IIC to allow me to observe the investigation, I next met with the Assistant Minister responsible for extension services at the Ministry of Agriculture. He said there was no need to deny a Liberian student researcher and personally took me to the investigation room of the IIC. Even with his intervention, a Sime Darby representative still objected to my observation of the investigation and I was subsequently denied a second time. After a month of persuasion, I was finally allowed to sit in and observe the investigation. I took up my notebook to write down my observations but I was told not to write anything but to sit and observe. I obeyed this command.

As the investigation continued from one community to another, a misleading instruction was sent to the farmers. Farmers were encouraged by Sime Darby and some members of the investigation board to not “talk plenty” (explain in detail about the process of the crops compensation) but simple say that “Sime Darby paid me but the money they paid was too small. Since they took my land for 63 years, I want them add my money”. Again, without any legal representative, most of the farmers followed these instructions. The investigation began with a group of farmers being ushered in. Upon administering oath to the farmers, they were asked one by one “what brought you here?”. Each farmer would say “Sime Darby paid me but the money was too small. I want Sime Darby to pay me additional money since they took my land for 63 years”.<sup>101</sup> As the farmers spoke, they were being video recorded on a laptop computer.

### 5.3.1 The IIC Final Report

The Internal Investigation Committee (IIC) completed its work and submitted a report to the Sustainable Partnership Initiative (SPI) on April 12, 2017, seven months after it commenced

---

<sup>101</sup> The 63 years refer to the duration of the concession agreement between Sime Darby and the Liberian Government.

the investigation on September 14, 2016. According to the report, the IIC received 1358 complaints, out of which, 1,302 persons appeared for investigation. The committee determined that four hundred ninety-eight (498) did not receive any crop payment from Sime Darby even though their crops were destroyed. These individuals were labelled “victims” in the report. Seven hundred ninety-eight (798) farmers received “little payment” (meaning these crops owners received some payment but the amount they received did not compensate for the number of crops they had). This category of farmers was labelled “underpaid farmers”. Of the total number of farmers who complained about payment, six persons could not produce evidence of “under payment” and victims’ claims. Their cases were therefore, thrown out.<sup>102</sup>

Community representatives on the IIC requested that Sime Darby Junior Managers who had been responsible for crops compensation be called to testify before the IIC. Six managers responsible for crops counting and payment were invited by the IIC on January 26, 2017 to testify before the IIC. Table 5.2 below shows questions IIC members posted to the Junior Managers and their responses. From the responses of the Sime Darby Junior Managers, one can infer that there was no official price list for crop payments as claimed by the Sime Darby country manager during the investigation at the Capitol building in Monrovia. Moreover, the company did not invite a representative from the Ministry of Agriculture (MOA), which has oversight responsibility over concessions such as Sime Darby, to participate in the crops counting and payments.

---

<sup>102</sup> For more information, see IIC Investigation report dated April 12, 2017.

Table 5. 2 Sime Darby Junior Managers testimonies during the IIC Investigation

<b>Investigators questions</b>	<b>Sime Darby Official 1</b>	<b>Sime Darby Official 2</b>	<b>Sime Darby Official 3</b>	<b>Sime Darby Official 4</b>	<b>Sime Darby Official 5</b>
What part did you play during the counting process?	I was a checker	My role was to check the crops.	Just a checker	Just to check the farms and crops	To check crops on the various farms
Which crops price listing did Sime Darby use?	I wouldn't know as my job was to only to check	I don't know because it was not my job	No knowledge	I have no knowledge of that	I do not know the exact price listing that was used
Was the MOA represented during the crops counting process?	No MOA representative present	No, not to my knowledge	I did not see one	Not to my knowledge	Not exactly
Was there any awareness meeting held with farmers before going into the field?	I was not responsible	Not to my knowledge			

Adapted from Internal Investigation Committee (IIC) Final Report. Columns represent testimonies of the 5 Sime Darby officials and rows represent questions that were asked by members of the IIC Board.

On January 30, 2017, the IIC invited two senior managers of the Sime Darby company who were directly responsible for crops counting and compensation for questioning. Both managers admitted that there were no accepted procedures for crops counting when the company first appropriated land from affected communities. They also admitted that farmers were never given the opportunity to verify the quantity of their crops. As with the junior managers, the senior managers also admitted that the Ministry of Agriculture was never part of the crop counting process. One of the managers said that even though the MOA was not part of the counting process, they were part of the payment process as the company used an approved price list from the MOA. A representative of the MOA who also sat on the IIC investigation board clarified that the MOA did not play “any active role during the crops counting and compensation processes of the affected communities”. The MOA representative informed the IIC that Sime Darby “planned and executed the entire

process without the direct involvement of any personnel(s) of the Ministry of Agriculture”.

On the question about the alleged MOA approved crops price list, the representative said there “was no such document available at the Ministry of Agriculture”.<sup>103</sup>

During the debate over the recommendations in the IIC report, the community representatives proposed that the community be given a lump sum payment of 2 million USD as an adjustment to address the underpaid balance in crop payments. Their proposal was based on a preliminary analysis they had conducted on the complaint forms of the farmers. According to a key informant who was part of the complaint forms analysis, they took the number of crops that were on the farmers forms and compared them with number of crops Sime Darby paid for on the payment receipts. After finding the difference between these crop numbers, they realized that Sime Darby paid for only a portion of the farmers’ crops. They took the differences in each type of crops and multiplied these differences by the compensation prices they had used which were reported from the “2009 price list” that the company said it used. Results of this analysis indicated that the company owed more than 8 million dollars to crops owners. The government representatives on the IIC said that a recommendation of 8 million dollars would “scare” the company away. The best way forward was a proposal that would garner some minimal satisfaction among the affected farmers. They finally settled on 1.2-million-dollar settlement to farmers.

Based on its findings, the IIC recommended that Sime Darby be “held liable for the level of instability that have existed within the affected communities”; and that the company “makes a reasonable resettlement package of 1.2 million USD to compensate “victims” and “underpaid” farmers in order to close the chapter of violence and foster peace, and harmony amongst members of the dispossessed communities and Sime Darby. Of the 9 institutions

---

<sup>103</sup> See page 8 of the IIC Report

that were on the IIC, two institutions (the civil society organization supporting Sime Darby and Sime Darby itself) did not sign the final report of the IIC, indicating irregularities in the investigation as their reason. In other words, of the 23 persons whose names appeared on the IIC final report, seven persons, representing two institutions, did not sign. These two institutions were successful in manipulating the investigation. Sime Darby and this so-called civil society pressure group were the ones that came out with the phrase “Sime Darby paid me but the money they paid was too small. Since they took my land for 63 years, I want them to add my money”, that farmers were encouraged to recite at the hearing by members of the civil society group. Now that the crop owners recited this phrase, which was recorded on camera, Sime Darby had established “proof” that it did not owe farmers and that the crop owners were begging Sime Darby for additional money. Therefore, the 1.2 million dollars’ settlement recommended by the rest of the IIC board members was not justifiable and the company should not have to pay such money.

#### *5.3.1.1 Issues arising from the Final Report of the IIC*

According to a key informant who was part of the investigation, the civil society who did not sign the IIC final report filed a protest to the Sustainable Partnership Initiative (SPI) on the grounds that the final report of the IIC did not reach full consensus but was single-handedly prepared by the Coordinator of Disputes in Concession. For its part, Sime Darby said that the monetary recommendation in the IIC final report was not based on any justifiable reason and therefore objected to the report. Sime Darby had conducted all forms of manipulations to sway the outcome of the investigation in its interest. First the company used the head of a civil society group to instigate false accusations against the legal representative of the affected communities, which subsequently led to his (legal representative) removal. Once the legal representative was removed, there was no legal representative on the side of the affected communities. Next, Sime Darby manipulated the IIC investigation by using its civil society

group to promote the controversial statement among affected farmers at the hearing related to crop payments. Now the company had evidence to question the 1.2-million-dollar settlement recommendation.

Meanwhile the SPI set up another committee to review the IIC report and submit recommendations. The review committee had its first meeting on April 25, 2017. The purpose of the meeting was to develop a procedure for reviewing the report that the committee would follow. The committee suggested several strategies. The first was to review the report from a structural point of view: critically evaluating the IIC report recommendations by determining the number of people who had received partial payment as well as the number of people who had not received any payment even though they claimed that they owned crops. The committee also suggested that they should look at issues with both the 2009 and 2010 price lists as the 2010 price list was demanded by farmers, which subsequently caused the IIC investigation to change from Cape Mount to Monrovia. The committee also discussed that there was a “need to do a financial analysis” of the report to “determine a variance” in the crop payments. Since some farmers complained that they had crops but were never paid, a single estimate of payment difference could tell a partial story (since uncounted crops would be ignored). Therefore, a member of the review committee suggested that in addition to the determination of the financial variance, they should also analyze the number of crops to determine crops variance. This second recommendation about analyzing crops variances was never followed through.

The IIC Report Review Committee appointed a smaller sub-committee to analyze the payments that Sime Darby made to each farmer and compare that with the 2009 price list that company said it used and determine if there were any variances. The sub-committee determined that level of underpayment among counted crops was about US\$46,900. This means relying only on the actual crops compensation (underpayment), the company owed

farmers US\$46,900. The IIC review committee in their final report recommended that since there were 498 farmers who owned crops but did not receive any payment, Sime Darby should pay a lump sum of US\$776,000 (including the US\$45,900) so that each farmer would receive not less than US\$571 as settlement. The fact that the subcommittee did not calculate crop differences as was recommended in the SPI Review Committee further proved the manipulation strategies of Sime Darby throughout the investigation and the company rejection of US\$776,000 on the grounds that there was no justification for the additional US\$776,000 recommendation. The company said that it would pay the US\$45,900 owed to farmers as was determined by the financial variance. In “goodwill gesture”, the company would give US\$50 to each farmer who did not receive payment. After some negotiation between the office of the Senator and Sime Darby, the company agreed to increase the US\$50 to US\$71 per each farmer who did not receive any form of crop payment, even though their crops were destroyed by the company.

### 5.3.2 A New Country Manager of Sime Darby and a Second Peaceful Sit-in Action

As the conflict between Sime Darby and farmers continued, a new manager, David Packer, took over the management of the Sime Darby Plantation. Mr. Packer said the purpose of his coming was to help improve the overall relations between the company and local communities. He quickly introduced several reforms. He first proposed a loan scheme for market women from the affected communities. Two expatriate women would be sent training market women on the management of the funds that would be given to them through loans. Some 200 women from the 17 communities who had lost all their land were to benefit from the loan program. In addition to providing materials to construct an office for these communities, the new manager also indicated that the company was bringing solar panels to supply the communities with electricity. Additionally, the new manager said that the company was supposed to be using US\$25,000 annually to support an adult literacy program

but that money has yet be used.<sup>104</sup> He, however, said that he was in the process of conducting an audit of the past management and he would make sure the money was used for its intended purpose.

Meanwhile on Monday, September 11, 2017, the aggrieved farmers organized and blocked the main entrances to Sime Darby plantation, which prevented the company operations. The farmers demanded that they would be willing to settle on the US\$571 per farmer proposal that was recommended by the IIC Review Committee. As with the case of the first peaceful sit-in action, the Liberian National Police was called in to monitor the peaceful sit-in action. Like the first time they came, the police conducted themselves peacefully and did not carry out any brutalities. They appealed to citizens to remain peaceful. The new manager called for a meeting with the farmers on Tuesday, September 12, 2017. The farmers honored the invitation but demanded that they would continue the peaceful sit-in action while negotiating. In the meeting, the farmers continued their demand for the US\$571 payment. The General Manager said that he had read the report and had seen that some farmers were overpaid but he could not go back to them and request the overpaid money.<sup>105</sup> He begged the farmers to accept the proposal of US\$45,900 for farmers who were under paid and additional US\$71 for other crops owners who did not receive payment. The farmers insisted on the US\$571 per farmer proposal.

The meeting with the Liberia Country Manager was also attended by a host of government officials from Monrovia. The Deputy Minister for Agriculture informed the farmers that President Ellen Johnson Sirleaf sent them to solve the conflict once and for all.

---

<sup>104</sup> See the Sime Darby concession agreement.

<sup>105</sup> The entire crop payments were corrupted by Sime Darby officials. There were no fixed price and because of this, Sime Darby officials would increase prices for some farmers in anticipation of kick-backs. Some farmers received \$80 for one acre of land planted with cassava while others received \$250 for the same one acre of cassava farm.

He said on behalf of the President, he apologized to the farmers to considered the appeal of the Sime Darby new management and accept the US\$45,900 to under paid crops owners and US\$71 per crop owners for those farmers who did not receive payment.

The new manager said that he had a Liberian son and was married to a Liberian woman and as such, his interest was in Liberia and would not do anything to hurt Liberians including the farmers. He encouraged the farmers that under his leadership, the affected communities would receive all just benefits. But he could not do anything beyond what he saw in a report submitted by his predecessor. The farmers still insisted that they do not agreed with the US\$71 per farmer recommendation. They were going to continue their peaceful sit-in action.

The farmers said since Sime Darby could not pay the US\$571 per farmer as recommended in the IIC Review Committee report, the company should increase the US\$71 per farmer to US\$150 per farmer. But still Sime Darby declined this proposal. The farmers said if there was no way for the company to increase the money to US\$150, then the company should not pay them US\$71 as they prefer not to accept this type of underpayment by the company. At this point in the meeting, the Senator tried to comment but nobody would listen to him. He said that he was the head of the county and yet nobody wanted to listen to him. While he was talking, all the farmers walked outside in defiance. The new Sime Darby manager, being an experienced negotiator, went outside the negotiation hall and began talking to farmers individually. He would approach each farmer and empathically expressed his apologies for any wrong the company may have done during the past few years but promised that good things were on the way for the affected farmers. As he kindly spoke to each farmer, they (farmers) became convinced.

Meanwhile, the government officials began to issue threats. Like during the signing of the IMOU at the Capitol building or during the first peaceful sit-in action, government

officials threatened the farmers that the police were again on the standby awaiting orders to remove the roadblocks. Once the government signed an agreement with any company, farmers did not have rights to obstruct the function of the company. The meeting, which took more than four hours finally came to a closure when the farmers reluctantly agreed with the US\$71 proposal. A date was set to begin the disbursement of the \$45,900 to all underpaid (798 crops owners) and US\$71 to farmers that did not receive payment for crops (498).

#### 5.4 PAYMENT FOR CROPS.

On September 28, 2017, Sime Darby Social Team and some Government Officials, heavily guided by armed police, arrived in one of the affected communities during the morning hours to begin compensation payments to affected farmers. The Social Team set up three tables in the town hall. After calling each farmer, he or she would appear at table one where the farmer name was verified and a check and a memorandum was issued. Two copies of the documents issued at table one were made on a photocopy machine on table two. At table three, the farmer signed the memorandum and cashed his or her check. This memorandum, which farmers could not read and were simply coerced to sign has two main components. First, the memo indicated a payment for “variance”. The variance was part of the variances between the money Sime Darby paid to farmers during the controversial crop payments between 2010-2012 and the 2009 Ministry of Agriculture crops price list that the IIC review committee discovered. About 798 farmers were to receive payment for this variance category (amounting in total to US\$45,900. The second component in the memo was a “goodwill” payment. This was the US\$71 that Sime Darby said it would pay as a “goodwill” to each farmer that did not received any payment even though their crops were destroyed.<sup>106</sup>

---

<sup>106</sup> The use of the term “goodwill” is misleading because Sime Darby owed most of farmers more than what the company was paying.

## Box 5. 3 Crops payment statement of disclaimer

**Statement of Disclaimer**

I the undersigned \_\_\_\_\_ hereby declare that the payment(s) classified on this receipt as variance amount and/or goodwill gesture amount made by the Sime Darby Plantation Liberia was/were received and authorized by me with my full knowledge and consent of endorsement, participation and involvement and understanding that these amounting to US\$\_\_\_\_\_ now represent full settlement of crops compensation complaint filed by me against the Sime Darby Plantation Liberia, its management, associates, affiliates and all other authorities that are absent or that have acted on its behalf.

Neither I nor anyone from my family, including wife, children and siblings as of this date of receipt have any claim directly or indirectly on the Sime Darby Plantation Liberia, its management, associates, affiliates and all other authorities that are acting or that have acted on its behalf.

I therefore, authorize the Sime Darby Plantation Liberia to disclose to any court of competent jurisdiction of the Republic of Liberia or other recognized legitimate legal entity the detail of this receipt and disclaimer in order to pursue any normal investigation and prosecution should I deny my knowledge of this transaction.

I also understand that this statement of disclaimer is a hard evidence that can be used in court proceedings against me. I am therefore, liable and responsible for any misleading information provided on the content of this receipt and disclaimer especially incorrect name, location and identity.

Signed: \_\_\_\_\_

As the payment was ongoing, I randomly asked two of the farmers if they were satisfied with the money they received. The first farmer I spoke to said she was “a little bit satisfied” because they paid her \$215 both for variance and goodwill. Even though this payee was illiterate, nobody read the memo to her at table three with the Sime Darby officials simply asking her to sign with her finger print. Another farmer I interviewed said he was not satisfied because the \$178 that Sime Darby paid him was too small as compared to the number of crops that the company took from him. On the question of signing the memo, he said he told the Social Team that he wanted to read the memo first before signing but he was told there was no time and he only needed to sign. Although this farmer was literate he was not allowed to sign his name but was coerced into using his finger print. I asked him why he would sign a document without reading or knowing its content but he said that everyone, including him, signed due to fear of the armed police standing by.

## 5.5 CONCLUSION

Take our names. Take our pictures and carry them anywhere. We are not afraid to talk anywhere. This company “Sime Damage” came and took our land and did not pay us any good money for our crops. Today some of us are working but do not even know our salaries. We are suffering and are prepared to fight for our rights. A group of young men (some of whom work for Sime Darby) made the above statements while I was conducting focus group discussions with them. As a researcher, I am charged with the responsibility of protecting the identities of my informants. I told them that I was only interested in the information they were sharing with me as I was not writing their names and nobody would come to hunt them because of the pieces of information they were sharing with me. Their response was alarming, indicating that unless the controversial crop payment program was properly investigated, Sime Darby is sitting and operating on a time bomb.

I have detailed the controversial payment processes, community resistance and the investigations that ensured to demonstrate the ability of Sime Darby to use weaknesses of the affected communities (lack of legal representative) and the Liberian Government officials (self-interest seeking politicians) to manipulate and evade payment of crops that crops owners in the affected communities were rightfully entitled to.<sup>107</sup> While the crops payments investigation seemed to have been resolved (on the surface) with the payment of US\$45,000 to 798 “underpaid” farmers and payment of US\$71 each to 1,296 farmers (including the 798 underpaid farmers) and coercion of crops owners in signing a document that effectively

---

<sup>107</sup> Page 2 of the IIC Final Report indicated that Sime Darby did not follow any FPIC processes. Out the 1,358 complaints the IIC received, 798 received some crops payments but these payments were classified as “underpayment”, while 498 crops owners did not receive any payment for their crops. Six crops owners could not adequately prove their cases against Sime Darby and the remaining 56 complainants did not show up for the investigation. The IIC recommended that the company paid US 1.2 million to all the crops owners.

waves any crops payments claims against the company, there are still crops owners who are angry over the investigation processes and the ultimate results. This is demonstrated by the constant demonstrations that have taken place on the company plantation since the controversial payment began.

The absence of Atty. Brownell as legal representative of the affected communities saw a negative shift in the attitudes of Sime Darby toward crops owners. The company knew that the absence of such critical voice created a perfectly opportunity for manipulating the investigation. There were times during the investigation I saw the company representative on the IIC investigation board sitting in his modern SUV with some members of the IIC investigation board (including some government officials) entering the vehicle and sitting there for two or three minutes and coming out smiling. Even though Sime Darby representative was not the head of the IIC board, he single-handily denied me access to the investigation on two occasions. Sime Darby representative also pretended and persuasively sent a word out to the crops owners that they should not prolong the investigation but should simply agree that the company paid them for their crops but they needed “more money since the company took our land for 63 years”. By recording these statements on camera, Sime Darby was establishing her case against these poor farmers. Atty. Brownell could not have allowed these kinds of manipulations.

A key government official that was in part leading the investigation had three personal interests in the investigation and was playing double-standard games. First, as a former Senator who was seeking reelection, I constantly heard him saying to affected community members that he was in their interest because “one day it will be easy for affected

crop owners to cross the river and cash their vote for me”<sup>108</sup> ”<sup>109</sup> When he could not convince the crop owners to cease their peaceful-sit in actions, he used a sensitive issue such as ethnic division to instill fear. Second, as a government official, he was protecting the interest of the government at the same time protecting his job. Failure on his part to solve this dispute could be seen as failure in his performance, a condition necessary for dismissal. Third, I believe he wanted some benefits from Sime Darby. In addition to his extra-ordinary friendship with company representatives, I heard him talking to one company official that he needed new cell phone and was asking this company official to buy him phone. These actions created conflict of interest for this government official, which undermined the final report of the IIC. It was not surprising that a proposal of US1.2 million payment to the affected crops owners was heavily challenged by Sime Darby that there was no evidence to support such money payment by the company.

---

<sup>108</sup> The river this government official was speaking about is the Lofa River, which is the boundary between Grand Cape Mount county and Bomi county. Although he would be running for Senate seat in Bomi, it is easy to truck potential voters from one place to another for them to vote for politicians in their interest.

<sup>109</sup> The river this government official was speaking about is the Lofa River, which is the boundary between Grand Cape Mount county and Bomi county. Although he would be running for Senate seat in Bomi, it is easy to truck potential voters from one place to another for them to vote for politicians in their interest.

## **CHAPTER 6: LIVELIHOOD STRATEGIES AND FOOD INSECURITY**

This chapter interrogates the basic economic premise of the development potential that local economic impacts of the concession model is all about the tradeoff between lost agricultural income due to loss of land versus gains through employment. The chapter does this by comparing dispossessed communities” (DCs) whose land has been fully taken by the concessions with “impacted communities” (ICs) who has experienced only some of their land cleared by concessions. Two important questions are answered: First, are there members in the affected communities who are left out of this development model? As will be demonstrated in this chapter, women from the dispossessed communities were effectively excluded as they were not being employed by the company. They were poorer compared to women in the IC communities. The reason for this difference was that women in the DC communities lost all lands that supported their livelihoods while women in the IC communities still have access to some lands. Second, since rural people in the DC communities lost all their lands to Sime Darby, how many jobs the company provided and if those jobs were adequate to compensate for the land lost, which supported livelihoods? Survey results indicate that even though more men (61 percent) in the DC communities were employed by Sime Darby compared to the IC communities (11 percent), the provision of jobs did not compensate for household land loss.

### **6.1 METHODOLOGY**

This chapter seeks to understand changes in livelihood strategies and food security of households in communities surrounding the Sime Darby concession. All communities in the region have experienced changes since the civil war. To better understand the effects of the Sime Darby concession on livelihoods, one would ideally compare livelihood changes within communities fully impacted by the concession with those from nearby communities unaffected by the concession. Unfortunately, all communities within a reasonable distance of

Sime Darby have been affected in some way by the concession. Therefore, I will compare “dispossessed communities” (DCs) with “impacted communities” (ICs) Within the study area there are 17 DCs, 14 of which lost their land during the operation of the B.F. Goodrich and Guthrie concessions. Many of these 14 communities are currently sitting in the middle of current Sime Darby plantation.<sup>110</sup> Three of the 17 dispossessed communities experienced land appropriations by Sime Darby between 2010-2012 that resulted in the loss of all their lands. I chose these three communities because of their recent experience of dispossession. I am interested in changes in livelihood strategies and food security of households in these communities compared to those within impacted communities since the arrival of Sime Darby.

Like the DCs, there are 17 impacted communities within the study area. One characteristic that distinguishes three of the ICs is that, during the time of the fieldwork, Sime Darby was in negotiation with them. I chose these communities because Sime Darby had started negotiating with them for further land appropriations. Since these communities were in the direction of the company’s future land appropriations, I wanted to understand, in addition to food security and livelihood strategies, their vulnerabilities in terms of land tenure security.

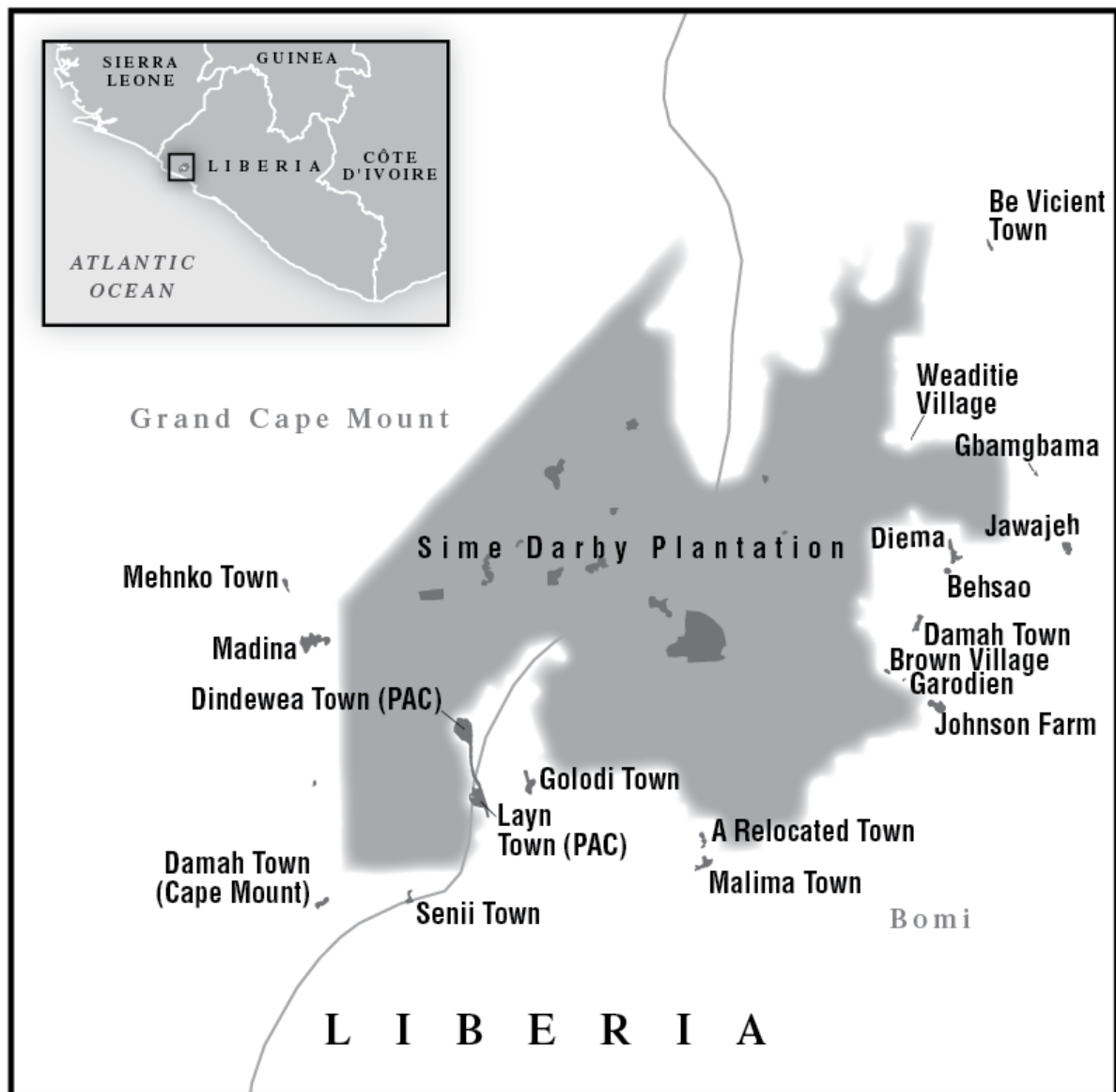
Data were gathered in the 6 study communities through open-ended discussions and structured questionnaires. Open-ended discussion questions focused on general information about community histories, livelihood practices, land tenure issues, the history of land appropriations, and interactions with Sime Darby, as well as land conflicts and conflict resolution mechanisms. I conducted more structured surveys of households with questions

---

<sup>110</sup> Sime Darby took over the former B.F. Goodrich and Guthrie plantations and replanted them with oil palms. Thus, communities that were affected by both B.F. Goodrich and Guthrie are still being affected by Sime Darby.

focused on household demographics, assets, income and indebtedness. Other questions focused on changes in livelihood strategies and food security since the arrival of the Sime Darby Concession.

Figure 6. 1 Affected communities in and around Sime Darby Plantation



Data for this map compiled from B.F. Goodrich Archive at the University of Akron, Sime Darby Concession Map from the Ministry of Agriculture and Google Earth Pro. Map prepared by the Cartography Laboratory of the University of Wisconsin-Madison. Names of communities inside the plantation are not identified.

Table 6. 1 Comparing study villages

Categories	Impacted Communities (ICs)			Dispossessed Communities (DCs)		
Community Characteristics	Village 1	Village 2	Village 3	Village 4	Village 5	Village 6
Community Leadership	**	**	**	**	**	**
Ethnicity	Vai, Gola, Kpelle, Grebo, Lorma, Kissi, Kru, Dei, Mano	Gola, Vai, Kpelle, Mano, Mandingo, Gio, Bassa, Mande	Gola, Vai, Kpelle, Mano, Mandingo, Bassa, Mande	Vai, Gola, Mande, Kissi, Kpelle	Vai, Gola, Mande, Kpelle	Vai, Gola, Mande, Kpelle
Farm land remaining	Partial farm land remaining B.F.	Partial farm land remaining B.F.	Partial farm land remaining B.F.	No farmland remaining	No farmland remaining	No farmland remaining
Year Land taken	Goodrich/Guthrie	Goodrich/Guthrie	Goodrich/Guthrie	2010-2013	2010-2013	2010-2013
Social groups	Cash crops owners, SD workers, Small business owners, Farmers, Teachers,	Cash crops owners, SD workers, Small business owners, Farmers, Teachers,	Cash crops owners, SD workers, Small business owners, Farmers, Teachers,	Small business owners, SD workers, Farmers, Teachers	Small business owners, Farmers, Teachers, SD workers	Small business owners, Farmers, Teachers, SD workers
Total Households	130	95	67	79	68	53
Sample Households	29	28	15	25	24	13

\*\*Town Chief and Council of Elders

As table 6.1 indicates, the political and administrative structure of all six research communities are composed of town chiefs assisted by their council of elders. In each, there are youth and women leaders. Land administration and land use decisions are made by the town chiefs in consultation with the council of elders. The ethnic groups in majority in these communities are the Vai and the Golas. The Vai occupied west of the Lofa River (predominantly DCs), while the Golas occupy the northeast of the Lofa River (the ICs). Three characteristics that distinguish the ICs from the DCs are the amount of farm land remaining after both historic and contemporary land appropriations by foreign companies, the

year lands were appropriated and the social groups. For the ICs, there are still some farm lands remaining after land appropriations by B.F. Goodrich between 1954-1970 and Guthrie between 1981-1990. For the DCs, Sime Darby effectively appropriated all remaining farmlands between 2010-2013. Because there are some farmland remaining in the ICs, there are cash crop owners compared to the DCs where there are currently no cash crop owners due to full land appropriations and decimation of cash crops.

I gathered lists of households in each of the six study communities. These lists were compiled during meetings with community leaders (chiefs, women and young adult leaders and other prominent citizens). In these meetings, I explained to community leaders that I was seeking a list of households with “household” defined as a “group of people eating from the same pot”. I was interested in the households who resided in the village territory even if they pay their taxes (in terms of labor contribution to community work) elsewhere. I excluded those who were taxed in the village but who were no longer resident. I confirmed that these households share a common field and eat from the same pot.

Due to these similarities in the ICs, I combined the list of households in the ICs to create a single sampling frame of 291 households. Similarly, I combined the DC lists which resulted to a sampling frame of 200 households. Samples of 65 and 72 households were randomly chosen across the DCs and ICs respectively.<sup>111</sup> Out of the 65 samples from the DCs, I successfully administered 51 to households. I also administered 67 of the 72 ICs samples. I did not administer all the surveys because I realized that some of the household

---

<sup>111</sup> The size of these samples was determined using the Creative Research Systems Sample Size Calculator platform (<https://www.surveysystem.com/sscalc.htm>), I used 95% confidence level and confidence interval of 10.

heads were deceased, while others were no longer in the communities. Additionally, one person in the DCs refused to answer the survey.

Usually when people talk about the “head” of a household in an African society, they refer to men. This is due to the patriarchal nature of African society but this definition of household head obscures the important roles women play in running households. This is especially true for rural women in the study communities. In addition to carrying out household chores and taking care of children, women help to make the farm, make gardens, plant cassava, which is a major source of income, and fish. By doing these things, women significantly contribute to the running of households. Because the administration of household surveys to household heads (men) could not adequately capture the role of women, I decided to administer the household survey to either the male or female heads of households. The potential bias associated with administering household surveys to either males or females is associated with the quite different perspectives on livelihood strategies and food security issues men and women hold. I monitored and managed this potential bias by triangulating pieces of information I gathered from the survey through structural and unstructured personal interviews and through focus group discussions. Female survey respondents in the ICs and the DCs were 42 and 47 percent respectively. While this may complicate the interpretation of my results in a statistical sense, my focus was to compare the experiences of ICs and DCs. As will be shown, where differences between ICs and DCs exist, they are so large to be unexplained by small differences in the gender composition of informants.

I administered similar questionnaires in both the ICs and the DCs to compare differences in food security and livelihood strategies in both the ICs and the DCs before and after the arrival of Sime Darby. The questionnaires were divided into five sections. Section 1 concerned household profiles and household demography. Questions in this section focused

on gender, age, marital status, education status and place of birth as well as total number of household members. Section 2 sought to understand changes in household assets (land, livestock and other assets such as motorbike, small businesses) since Sime Darby's arrival (2010 for the ICs and time of land clearance for the DCs) and 2016. Questions in this section focused on whether the household lost any land since the company's arrival and if the company provided any land as compensation, number of livestock household held before Sime Darby's arrival and number of livestock in 2016. Other questions asked about changes in other household assets and reasons for those changes.

Section 3 sought to understand household indebtedness. I asked informants about the number of household loans and debts held before the arrival of the company and the number of loans and debts the household held in 2016, if any of the loans or debts have been resolved and if household had incurred any new loans and or debts since the arrival of the company. Section 4 was concerned about Sime Darby land appropriation strategies and food security in both the ICs and the DCs. Questions included if the household had "made farm" (cultivated land) over the last two years and if the harvest was sufficient. If the harvests were insufficient, follow-up questions informants were asked the number of months the harvest fed the household and strategies used to gather food for the remaining months. Other questions focused on household perspectives on food security. Questions in this category focused on the difficulty in securing food for household members, if there were food shortages in the community, families that were most vulnerable in terms of food security and household recommendations on programs/policies that would improve food security.

Section 5 compared livelihood strategies of households since Sime Darby's arrival and in 2016. In this section, I asked informants about all the livelihood activities the household practiced before the company arrival and in 2016. After listing the livelihood activities, I asked informants to rank them in order of importance at the time of the

company's arrival and in 2016. Additionally, I asked informants about the place (land) where they were conducting their livelihood activities, if any of the household members were working for the company, type of jobs they were performing and their monthly salary.

## 6.2 DATA PRESENTATION AND ANALYSES

The analyses of food security and livelihood strategies of the ICs and the DCs focus on evaluating the following hypothesis: impacted communities were able to better retain their pre-Sime Darby livelihood strategies and are less food insecure than the households in the dispossessed communities. This hypothesis was based on the assumption that access to land is a major asset needed for most livelihood activities. Since households in the ICs still have access to their remaining land, they were more likely to use these lands to support their livelihoods. In contrast, households in the DCs had lost all their farming lands to Sime Darby and as such were more likely food insecure. A counter argument to this hypothesis could look at other variables other than land. If the company compensated household in the DCs with wage jobs that provided salaries and benefits such as the imported food, particularly rice, we may find that the above hypothesis is rejected.

### 6.2.1 Survey Respondents Profiles and Household Demographics

To understand the demographics of respondents, I asked them about their marital status and their ages, if they or their fathers were born in the communities, and their time of arrival in the communities if they were not born in the communities. Other questions included level of education if they had been to formal (Western and Islamic) school(s). The table 6.2 summarizes the respondents' demographic profiles.

Table 6. 2 Respondent Profiles

Informant Profile		ICs		DCs		Informant Profile	
		Number (%)	Number (%)	Number (%)	Number (%)		
Sex	Male	38 (58)	27 (53)	Level of education	Elementary	9 (25)	10 (35)
	Female	28 (42)	24 (47)		Jr. High	16 (44)	11 (38)
Age	18-35	5 (7)	19 (37)	Father birth place	Sr. High	11 (31)	5 (17)
	36-60	50 (75)	23 (45)		Higher		3 (10)
	Above 60	12 (18)	9 (18)		In this community	46 (70)	37 (73)
Marital status	Married	58 (87)	45 (88)	Informant birth place	Not in this community	20 (30)	14 (27)
	Not married	9 (13)	6 (12)		In this community	53 (80)	39 (76)
Formal Education	Yes	39 (58)	27 (53)	Informant birth place	Not in this community	13 (20)	12 (24)
	No	28 (42)	24 (47)				

The majority of the informants in both the ICs and the DCs were between the ages 36-60.

While the majority of the informants indicated they have had some form of formal education, few of them had graduated from high school. The birthplace of an individual or his father determines that person's relationship to land. A majority of the informants and their fathers were born in the research communities, which indicates that most of them held land use rights before concessionaire appropriations.

The number of people (household members) residing in a household determines the household consumption levels. I defined household members as spouse(s), children, mother, father, unmarried sisters and younger brothers who eat from the same pot. I divided these household members into two groups: household members that were under 12 years old and those that were above 12 years old. Members under 12 years were considered children who may consume less food and may not be able to make any significant contribution to the household income. On the contrary, those household members above 12 years consume more and are more likely to contribute to household labor. Household members under 12 years

were nearly the same for the ICs (56 percent) and the DCs (50 percent). Similarly, the average number of household members in the ICs and the DCs were 8 and 9 respectively.

### 6.2.2 Sime Darby Land Acquisition and Lack of Compensation

To understand the magnitude of land appropriations in ICs and the DCs, I asked respondents whether their households had lost all or part of their household lands. Thirty percent of the respondents in the ICs said they had historically lost parts of their lands to B.F. Goodrich and or Guthrie. Thus, all households in the ICs held all or part of their land despite the presence of concessions. This contrasted with households in the DCs, 98 percent of whom lost all of their farmlands to Sime Darby between 2010-2011. Qualitative interviews with the one DC household that had not lost its lands to the company held land within the buffers created around the village. Sime Darby did not replace any land or relocate any of the DC households who lost their land. Out of the 30 percent of respondents in the ICs who lost some lands in the past, about 25 percent of them acquired new lands. In contrast, only 8 percent of the 98 percent of households in the DCs acquired new land and the remaining 92 percent were effectively landless in 2016. Those that acquired new lands acquired them from relatives in other communities that were not yet affected by Sime Darby.

### 6.2.3 Sime Darby Employment

A major argument supporting the economic benefits to local people of concessions is that the loss of land incurred by rural households will be (more than) compensated by the income derived from employment within the concession. Survey results established that 11 percent of the respondents stated that they or other members of their family in the ICs were working for Sime Darby compared to 61 percent of respondents or family members in the DCs<sup>112</sup>.

---

<sup>112</sup> Most of the people from the ICS working for the company were security officers.

These differences in employment rates in the ICs and the DCs create a situation where people hold different opinions about giving lands to Sime Darby in the ICs. For young adults in the ICs, they wanted to give their community lands to the company with the hope of gaining employment. On the contrary, women and elders generally oppose giving lands to Sime Darby. Elders indicated that B.F. Goodrich and Guthrie did not offer them “anything good” even though their forefathers gave lands to these companies. Women said they were not willing to give lands because they “were depending on the remaining lands to make cassava farms and earn their living” because “the company does not employ many women and that young people were eager to give the lands because they were too lazy to work on their own land but were expecting employment in the concession but that such hopes were misguided since such employment would not offer them any good salary”. Due to these differences in opinions about giving land to Sime Darby within the ICs, it is worth exploring the experience of DC households who were promised employment by Sime Darby to compensate, in part, for the loss of community land.

Sime Darby cleared community lands between 2010 and 2011. The thin (500 meters) buffers left around communities cannot support livelihood activities of the members of these communities. According to informants, Atty. Brownell as legal representative of the DCs told the company that there was a need to employ people from the DCs since they did not have any alternative livelihood activities. At first the company resisted but after numerous discussions the company finally agreed to employ one person from each “household” in the DCs. The definition that Sime Darby used for “household” does not fit the standard definition used in Liberia (NPH, 2008). Sime Darby considers all the people in a “house” to be a household. The company therefore decided to employ one from each house. But a house (a structure or a building that serves as living place for one person or family or several persons or families) is not the same as a household, which the Liberia National and Housing

Population Census (NHPC) of 2008 defined as a group of people eating from the same pot meaning group of people that share household resources. This definition reflects more closely than “house” the ways in which resources are distributed within rural communities in the study area.

In Liberia, like in other African countries, a house may contain as many as five households. This is particularly true for the study communities, which over 90 percent of houses have 5 households. The average number of people in a household in the DC communities is 9. This means over 90 percent of houses in the DC communities have 45 persons. Usually when a mature man is building a house, he partitions it into several rooms. The intention is once his male children are mature, they would marry and occupy one of the rooms. Once a boy marries, he starts to “make farm on his own”. Having a woman and making a separate farm usually establishes a new household. The married child can no longer eat from the “same pot” with his parents, instead, he eats from the “same pot” with his wife and child or children. For this reason, an employment system that seeks to employ one member from a “house” employs a member from only a subset of households.

I was curious to understand how various households in a house selected the one person who would work for the company. The selection process took several forms. First, if the person who constructed the house was still living, he was the one who chose the person and recommended him to work for the company. If the original owner of the house was not alive, his representative (usually his eldest son) made the decision. Second, sometimes brothers (from different households but living under the same roof) developed a consensus about one person who was recommended to work for the company. Usually the person working for the company shared part of his wages and food (rice) with other households that are not working but in the same house. It is unclear whether employment of a single person

with unpredictable salary of this nature can support 45 persons, who live in an area where most people live on less than \$0.50 per day.<sup>113</sup>

#### 6.2.4 Confusion Surrounding Sime Darby Payments to Workers

Nearly all of Sime Darby employees from the DCs were in the category of general workers. General workers are unskilled workers who do different jobs based on seasonal changes in the palm oil production cycle. During the planting season, some of them plant palm seedlings, while others slash and clean under the palm trees, others harvest palm nuts and some spray herbicide. The survey established that those that were working for Sime Darby did not know their monthly salaries. Workers told me in focus groups discussions that they could not plan a monthly budget due to the uncertainty over their salaries. Even though a manager of Sime Darby told me that unskilled workers were being paid \$5.75 per day, workers told me that a combination of corruption in the pay system, bureaucracy, and fluctuating work hours caused them to have no idea of what they expected to be paid from one pay period to the next.

A typical work day begins at 8am and ends at 4pm. This means each unskilled employee (a general worker) makes \$0.72 per hour. A typical pay slip of a general worker is shown in figure 6.2.

---

<sup>113</sup> In the 2015 *Liberia Food Assessment* Report, Grand Cape Mount and Bomi Counties are considered severely poor and severely food insecure with most people living on less than \$0.50 per day.



an employee before the end of the month. When all the regular deductions are made, this employee's take-home pay was \$59.10 (\$20 advance payment plus \$39.10 end of the month net pay). It is quite clear that most laborers have a hard time predicting and planning for their salary income from Sime Darby.

#### 6.2.5 Changes in Livelihoods

To further quantify the impacts of Sime Darby land appropriations on households in the dispossessed communities, I compared livelihood activities of the dispossessed communities to the impacted communities prior to the company land appropriations (2010) and in 2016. I asked respondents to check and rank the livelihood activities of their household prior to Sime Darby's arrival and in 2016. The table 6.3 shows summary of the fractions of respondents that mentioned livelihood activities and the average normalized ranks. The range of livelihood activities that households were undertaking in both the ICs and the DCs were nearly the same before Sime Darby's arrival, although their relative importance as mentioned by survey respondents varies. Generally, the number of separate livelihood activities pursued in the ICs and the DCs has declined since Sime Darby's arrival (2010-2016) but the decline in the DCs is more pronounced. In particular, there is a significant decrease in DC households involved in livelihood activities that depend on having access to land.

Table 6. 3 Household livelihood activities before Sime Darby arrival and in 2016

Livelihood Activities	ICs (n=52)				DCs (n=53)			
	Before Sime Darby arrival		In 2016		Before Sime Darby's arrival		In 2016	
	Fraction mentioned	Ave. Normal Rank	Fraction mentioned	Ave. Normal Rank	Fraction mentioned	Ave. Normal Rank	Fraction mentioned	Ave. Normal Rank
Rice farming	0.92	0.09	0.29	0.02	0.83	0.09	0.07	0.00
Cassava farming	1.00	0.55	0.75	0.32	1.00	0.69	0.09	0.00
Tree cropping	0.69	0.15	0.65	0.00	0.91	0.40	0.17	0.00
Gardening	0.85	0.24	0.69	0.25	0.96	0.35	0.28	0.00
Livestock rearing	0.63	0.02	0.25	0.00	0.54	1.00	0.22	0.05
Collection of forest products	0.65	0.05	0.55	0.04	0.72	0.00	0.07	0.00
Hunting	0.40	0.00	0.18	0.00	0.54	0.03	0.07	0.00
Fishing	0.51	0.03	0.38	1.00	0.80	0.08	0.28	0.29
Traditional healing	0.11	0.02	0.08	0.02	0.13	0.00	0.09	0.11
Merchant/trader/salaried work	0.14	0.06	0.11	0.11	0.09	0.00	0.15	0.37
Burning Coal	0.80	0.58	0.63	0.49	0.67	0.28	0.20	0.21
Others	0.05	0.02	0.05	1.00	0.00	0.00	0.00	0.00

This table compares livelihood activities in the impacted communities (IC) with the dispossessed communities (DCs) before Sime Darby arrival (2010) and in 2016. Rows represent major livelihood activities in the affected communities. Columns represent fractions of respondents' answer and normalized ranks.

The differences in relative importance of livelihood activities after Sime Darby's arrival among the ICs and the DCs also differs significantly. The normalized ranks of productive activities within IC community households point to the continued importance of fishing, cassava farming, gardening, and burning coal. In contrast, highly-ranked productive activities in DC community households are fishing, salary work, and burning coal. No respondent in the DCs mentioned the importance major livelihood activities such as rice farming, cassava farming, tree cropping or gardening. Qualitative data indicate these major

livelihood activities were no longer important for households in the DCs because they had lost all their land. Instead, their productive activities have shifted toward extractive of commonly-held resources (fishing and burning coal) and Sime Darby salaries.

#### 6.2.6 Changes in Wealth and Income

The shifts in productive activities described above may have an influence on the wealth status of households. Has the reduced level of productive activities among DC households resulted in a differential decline in their wealth status? Within the study area, rural households primarily store their wealth in the form of tree crops and livestock. In my household surveys, changes in wealth were documented by asking informants about household holdings in tree crops and livestock before and after the arrival of Sime Darby.

Table 6. 4 Indicators of wealth of households

Indicators of Wealth	ICs (n=41)		DCs (n=49)	
	Average		Average	
	Before SD arrival	Now (2016)	Before SD arrival	Now (2016)
Number of Rubber Trees	1232	1215	1224	0
Number of Palm Trees	62	73	214	0
Number of Livestock (Goats and Sheep)	8	4	8	5
Number of Poultry (Chickens and ducks)	18	11	14	10

Table 6.4 compares indicators of wealth of households in the Impacted Communities (ICs) and the Dispossessed Communities (DCs) at the time just before the arrival of the Sime Darby company and in 2016.

Before the company arrival, major wealth stores in the six research communities were in the form of trees and to a lesser extent, livestock (goats, sheep, and poultry). While livestock and poultry did not form part of the daily nutrition of households, these were kept for special occasions such as funeral rites, birthday celebrations and special holidays such as Christmas, Ramadan and New Year celebrations. In addition, a major store of wealth is cash crops (rubber and palm). Mature rubber owners sold block rubber to Firestone and sold palm

oil on the local market. Table 6.4 clearly shows that there were no significant differences between the ICs and the DCs prior to Sime Darby land appropriations. In 2016, the case is different. Households in the DCs lost all tree crops by 2016. In contrast, we see a similar decline in livestock among DC and IC households. Still I observed that livestock were much less prevalent in DC communities. I was told that people in the DCs with sheep keep their animals in villages far from the Sime Darby Plantation. They told me that the “chemicals” (herbicides) that Sime Darby can spray to kill the grass was also killing their animals because the sheep feed on the grass.

Before Sime Darby’s arrival in 2010, households in the ICs and DCs relied on the sale of cassava (garri) as a major source of income. Results from the household survey indicate that the estimated average annual household income before Sime Darby was US\$1168 and US\$1372 in the ICs and DCs respectively. Households with cash crops (predominantly mature rubber) also generated income from these tree crops. While households in the ICs were still generating income from garri (US\$1720 in 2016) and rubber in 2016, households in the DCs were no longer gaining income from these sources due to loss of household land to Sime Darby. On the other hand, some households (61 percent in the DCs and 11 percent in the ICs) were getting income from salaries they earn from working for Sime Darby in 2016. Although many of the households’ members working for Sime Darby did not know their monthly earnings, analysis of 23 pay slips I randomly collected on a pay day established that the monthly average net take home pay was US\$86.

#### 6.2.7 Indebtedness

In order to understand the level of indebtedness in the ICs and the DCs, I asked respondents if they were indebted prior to Sime Darby’s arrival, how many of the debts were settled and if they incurred any new debts since 2016. In both the ICs and the DCs, many of the respondents said they were not indebted. I learned that people in the research communities

are normally afraid of borrowing cash. Still, they are normally generous in giving to another. For example, if a household goes out of food, on a day, family members and friends would normally share food with them. This minimizes the rates of borrowing in the research communities. Few people in both the DC and IC communities who were making small businesses were the ones that could borrow money to increase their businesses. There were no significant differences among small business owners between the DC and IC communities.

#### 6.2.8 Levels of Food Insecurity

To understand households' food security, I asked respondents in both the ICs and the DCs if they had farmed (rice) over the past two years (2014 and 2015). As it was expected, some 56 percent of households in the ICs farmed over the last two years compared to only 8 percent of households in the DCs. Those who farmed in the DCs told me their farms were in communities that were located outside of the Sime Darby plantation. I also asked respondents to list the number of 50 kg bags of rice the household typically consumes in a month. The following formula was used to calculate households' monthly consumption per adult equivalent:

Equation. Calculating household rice

$Hc = (nbr * 50) / (a + (0.333 * c))$  Where

1. Hc is the total household monthly rice consumption in kg per adult equivalent;
2. nbr is the number of bags of rice household consumed in one month;  
a is adult household members defined as household members over 12 years and
3. c is household members who are children defined as household members under 12 years.

There was no difference in the number of bags of rice that households reported to consume in the ICs and the DCs. The average number of kilograms of rice households consume in both

the ICs and the DCs was 18 kg per adult equivalent per month. Three reasons may explain why there was no difference between the ICs and the DCs. First, some of the households in the DCs were getting remittances from Monrovia and the United States. These remittances were used to purchase rice for the households. Second, as I have demonstrated, there were many people working for Sime Darby in the DCs compared to the ICs. The company supply subsidized rice to its employees. On the other hand, households in the ICs were still having access to some of their lands and some were involved in subsistence rice production. Third, respondents were only asked once about the rice consumption rather than multiple times during the year. This generally results in responses that accord more to household need rather than actual consumption.

I also asked respondents about the protein (namely meat and fish) intake. Quantifying the amount of meat of fish households consume is difficult. Therefore, I only asked respondents if their proteins intake was enough or not enough. Seventy-four percent of respondents in the ICs indicated that their protein intake was sufficient. Households in the ICs were still practicing hunting, fishing and livestock rearing activities on their remaining communal lands. As it was expected, only 4 percent of households in the DCs indicated that their protein intake was sufficient

Moreover, I asked respondents about the mode of acquisitions of household food. Table 6.5 summarizes the mode of food acquisition among surveyed households.

Table 6. 5 Mode of food acquisition of households

Source(s) of Money to purchase rice	Number	Percent
Sime Darby job	12	32
Small Business	4	11
Fishing	8	22
Other	13	35
Total	37	100

While households in both ICs and DCs purchased food to feed the households, households in the dispossessed communities were purchasing food at significantly higher rates than households in the impacted communities. For other mode of acquisitions (gardening, cassava farms and burning coal) of acquiring food, those in the ICs had higher proportion (32 percent) than those in the DCs (2 percent). For households that were purchasing food, I asked them the source of money. The ICs and the DCs had different sources of money. Because of these differences, I have treated them in separate tables.

Table 6. 6 Source(s) of money for purchasing food in the DCs

Mode of acquisition	ICs (n=54)		DCs (n=46)	
	Number	Percent	Number	Percent
Gift	4	7	1	2
Purchase	33	61	44	96
Other	17	32	1	2
Total	54	100	46	100

This table gives the source(s) of money for purchasing food for households in the dispossessed communities.

Apart from other sources of money that included gift or remittances and burning coal, the second highest source of money was jobs provided by Sime Darby in the DCs. In contrast to the limited sources of money for purchasing food in the DCs, the households in the ICs had a diverse source of money for purchasing household food. These are presented in Table 6.7 below.

Table 6. 7 Source(s) of money for purchasing food in the ICs

Source(s) of Money to purchase rice	Number	Percent
From Garden	10	19
From Cassava products	17	31
Small Business	12	22
Burning Coal	5	9
Sime Darby Job	7	13
Others	3	6
Total	54	100
Source(s) of money for purchasing food for households in the impacted communities (ICs)		

Cassava products such as gari or fufu, small businesses and money from gardens were the dominant sources of money for purchasing food for households in the ICs. Unlike the DCs where there were high employment rates (though controversial), there were fewer households getting money from Sime Darby job to purchase food in the ICs.

In addition, I asked respondents about the difficulty of finding food for the household. The number of respondents who said it was difficult to find food to feed their households were slightly lower in the ICs than the DCs. Sixty-nine percent of respondents in the ICs indicated that they experienced difficulty in finding food to feed their household. In contrast, 76 percent of respondents in the DCs stated that they had difficulties in finding food.

Table 6. 8 Factors contributing to households' food difficulties

	ICs		DCs	
	Fraction mentioned	Ave. Normalized Rank	Fraction mentioned	Ave. Normalized Rank
Nobody in our house working for SD	0.96	0.71	0.53	0.38
The person working in our does not make enough money	0.11	0.10	0.41	0.27
We do not have land to make farm	0.29	0.20	1.00	0.80
We do not have any big person to work	0.16	0.10	0.00	0.00
We do not have any source of income	0.36	0.23	0.41	0.23
Other reasons	0.22	0.16	0.20	0.08

Comparing survey respondents' responses to factors that are contributing to difficulties in finding food for households in the impacted communities (ICs) and the dispossessed communities (DCs). Rows represents food difficulties indicators and columns represent fraction mentioned by respondents and normalized ranks.

I asked a follow-up question to respondents who indicated that there were difficulties in finding food for their households about the “reasons” for such difficulties. I also asked them to rank the “reasons” that they named. Table 6.8 presents the reasons of food difficulties for households citing the fraction of households who mentioned the reason and the normalized rank importance of the reason. Respondents in the ICs indicated that the major reason for their household’s food difficulties was that they were not working for Sime Darby. I learned from focus group discussions that some people in the ICs wanted to be employed by Sime Darby because they heard that the company was distributing rice to its employees and at the same time paying them regular salaries. The situation was different in the DCs, where respondents indicated lack of access to land as the major reason for household food difficulties.

### 6.3 WOMEN VULNERABILITIES AND SOCIAL CHANGES

During my fieldwork, I observed that women were bearing the greatest burdens of the Sime Darby's land appropriation strategies. Even though women in both the ICs and DCs were poor, I observed that women in the DCs were poorer than women in the ICs. The reason of this difference is that women in the ICs were still having access to the remaining lands that had not been appropriated by Sime Darby. This contrasted with women in the DCs, whose lands were appropriated by the company. Women in the DCs would constantly describe themselves as "sitting here naked", meaning all their lands were appropriated and they were "sitting in the villages and doing nothing". On the other hand, women in the ICs were not yet landless and were focused on defending their remaining land against appropriation.

The family structures in the research communities are patriarchal and polygamy is common. One man can have several wives. He can make one big rice farm and each of his wives and their children can contribute their labor. Highland rice farming is a difficult job with separate roles for husband and wives. Without modern agriculture machines, farmers rely on manual labor. The system of subsistence farming primarily relies on swidden systems of cultivation following these methods. After making a rice farm, the land is allowed a fallow period usually 10 to 20 years. During this fallow period, the land regains its fertility. But this process of traditional land cultivation poses challenges to women who must seek new lands to farm. They are unable to clear secondary forest (fallow land) and cut down shrubs and trees, a condition necessary for upland farming. The initial work of rice farming such as slashing the secondary forests, cutting down trees, burning the farm and clearing and burning the debris are all considered men's job. The next phases of the rice farming, which involve the planting, weeding and harvesting are considered women's job. Therefore, unmarried women, without the help of brothers, are generally not able to establish a new highland rice farm.

Another challenge women face is the lack of clear land ownership. Ownership of land is inherent in male children of the family. Land-use rights of young and unmarried girls are tied to their father's inheritance. When girls married, their land use rights are tied to their husbands' land rights. These types of land tenure arrangements that give women no explicit land rights but land-use rights tied to either fathers or husbands have historically put women in a vulnerable position in terms of livelihood and wealth creation.

A third challenge faced by women is the harvesting of naturally grown oil palm (*Elaeis guineensis*), which is a major source of income for rural people. The process involves climbing tall trees with a belt and cutting the ripe palm branch or cluster with Chesil or machete. The technology of harvesting oil palm has historically been performed by men and are usually considered men's job. Before Sime Darby land appropriations, these palm trees were part of the natural landscape of the research communities. The oils produced were used for consumption and for sale. Like upland rice farming, unmarried women and women whose husbands did not know how to harvest palms were unable to get income from this valuable rural commodity.

With the challenges discussed above, women have tried to look for alternative means of production, wealth accumulation strategies and livelihood strategies. One strategy women developed in the study communities is the production of cassava (*Manihot esculenta Crantz*) and its derivatives. The process of making a cassava farm is less tedious compared to upland rice farming and palm harvesting. For the most part, upland rice is intercropped with cassava and once the rice is harvested, the cassava remains. For women who are unable to make a rice farm, the process of making cassava farm involves clearing rice shrubs and replanting it with cassava sticks. Usually, cassava takes 3-6 months depending on the species to start producing cassava (tubers).

As the second major staple food (next to rice) in Liberia, cassava can be made into different products in Liberia. Raw cassava can be eaten, boiled (boiled cassava) and made into cassava gravy (a popular lunch for students and street sellers). Raw cassava is also a major source of dumboy (a popular food in Liberian restaurants). The form of cassava that generates majority of women income is garri (granular form of dry cassava). The process of making garri involves grinding raw cassava, fermenting, drying and frying. The product is a granular cassava that is capable of long storage. Like cassava gravy, garri is also a popular food and major source of carbohydrates among students and many Liberians. Cassava leaves or cassava leaves soups are also major source of nutrients in the Liberian diet. These different products are produced and sold on the market mostly by women. For instance, analysis of the DCs household survey demonstrates that household average production of garri was 34 bags before the arrival of Sime Darby. In 2010, a bag of garri was sold on the market for US\$10. Thus, average household income from garri was US\$1372 per year. But Sime Darby land appropriations greatly undercut the capacities of women to produce cassava in the dispossessed communities, which subsequently increased their vulnerabilities.

In addition, the arrival of Sime Darby greatly undermined women livelihoods especially for women in the DCs. Women in a focus groups discussion described the severity of land appropriations strategies of Sime Darby as being “more than the civil war and Ebola”. Although a description of the impacts of land appropriations on women as “being more than the impacts of Liberia’s 14 years’ civil war, which it is estimated that more than 250,000 lives were lost and the 2014 Ebola crisis, where in less than one year more than 4,000 people were killed because of hemorrhagic fever, is hard to believe, it is true to certain extent. This was so because the civil war was the result of instability and total breakdown of law and order. Similarly, Ebola was a result of the Ebola Virus – a disease. Unlike these two calamities, the loss of land and destructions of livelihoods and livelihood activities happened

in peace time with an elected and functioning government. What was most frustrating was that the government that supposed to protect the citizens actually granted the land to company even though the government knew that people were living on the land.

Sime Darby land appropriation further increased women vulnerabilities by undercutting their productive capacities and effectively undermining their independence. For instance, DCs women in a focus groups discussion said

*“We used to make farms, especially cassava farms. We sold raw cassava, fufu, and gari to send our children to school. We never used to rely on our men because we could look for money ourselves. But today things are totally different. Many of us are not working for the company and today if your man does not give you money, you will not eat”.*

In all the women meetings (both in the ICs and DCs), I was told that only three women work for the company. I also collected 23 pay slips and only one woman was among the 23 salaried workers. While I observed that some women were contractors, many of them were simply doing nothing.

#### 6.4 SIME DARBY’S FAILED AGRICULTURE PROJECT

As discussed in chapter four, Sime Darby under pressure from Atty. Brownell, the Sustainable Partnership Initiative (SPI) and the Dispossessed Communities (DCs) decided to support farming projects in some of the dispossessed communities to produce swamp rice and corn. At the beginning, the project was full of promises that it would improve food security. In this section, I discuss that lack of adequate support and false promises by the company were reasons for the failure of the agriculture project.

Article eight of the concession agreement between Sime Darby and the Government of Liberia indicates that community members who are residing in communities where Sime Darby operates could farm (limited to only food crops production) on parcel of lands (permitted farming) that were not being used by the company (example includes unsuitable

land for palm oil and rubber production such as swamp lands) provided that such usage could not result into commercialization of farm products generated from such parcel of land and such land use activity could not interfere with the company activities. Anyone intending to get involved in permitted farming could seek permission from Sime Darby and the company could decide how to respond to the request provided that it did not refuse unreasonably. Liberian officials on the negotiating table of the Sime Darby concession agreement were naïve to agree that permitted farming could be restrictive to only noncommercial purposes. For the most part, rural people in the DCs have relied on cassava and gardening for income before Sime Darby's arrival. During the dry season (October 15- April 15), many of the floodplains and swamp areas are not suitable for oil palm and rubber production. Many gardeners make gardens during the dry season on these floodplains and these rich alluvial swamp lands. Garden products such as corn, pepper, bitter boy, palava sauce, potatoe greens and so on were sold on the market to generate income for community members (especially women) in the DCs prior to Sime Darby's arrival. By indicating that permitting farming could not involve cash cropping, the concession agreement effectively tied local people hands on income generation.

Notwithstanding, some members of the SPI realized that article 8 of the concession agreement could not be fully applicable and they pressured Sime Darby to support small holder agriculture projects focusing on swamp rice production and corn production. Rice could be used for household consumption and corn sold to generate income. But these agriculture projects were top-down approaches as Sime Darby did not conduct any feasibility study to understand which crops could be grown on the land parcels nor did they seek community members' inputs on the they type of crops they were interested in growing. Thus, the representative of the Ministry of Agriculture (MOA) during the second SPI meeting warned that there needed to be agriculture expert on the Sime Darby project team that could

do soil testing to determine suitable lands and a sound sustainability plan should be developed that would ensure the project continuity through effective community mobilization. The MOA representative further clarified that the lands already selected for the swamp rice project were not suitable for swamp rice production. The lands selected were not swamp lands but floodplains with occasional runoff that did not retain water during the dry season. Based on these concerns, a sub-committee headed by the MOA was established with the responsibility of redefining the strategies of the swamp rice farming.

Meanwhile, the agriculture project sub-committee visited the project sites and during the 3<sup>rd</sup> meeting of the SPI, which was held the MOA office on June 22<sup>nd</sup>, 2013, presented its findings. The team observed during their visit that the project beneficiaries were working hard and all they needed was both financial and technical support. With such support, the project beneficiaries could successfully produce food to support their livelihoods. I confirm the assertion that community members were willing to work on these plots. Throughout my fieldwork, community members, especially women, constantly indicated that they were willing to work but there was no support. The team also observed that the variety of rice that was chosen that had spent 3 weeks on nursery was already late for transplanting and there needed to be a different variety. For detailed recommendations of the agriculture project sub-team see box 6.

## Box 6 Agriculture sub-group recommendations

1. The use of LAC-23 variety of rice seeds was recommended to be planted using the broad casting method because the farmers were far behind the planting season. This could allow them to plan properly for the next planting season.
2. There was a need to do soil testing to determine suitable lands for different types of crops.
3. Rice and corn could not be the only alternatives for farmers but higher market-value crops through recommendation of a technical adviser could be considered.
4. To produce rice more than once in the areas currently under consideration require high level of irrigation infrastructures and water management and control.
5. There was a need to scale up training of farmers.
6. There was a need to move from rudimentary tools and supply farmers with mechanized farm equipment that would improve their productive capacities.
7. There was a need for the technicians to adapt some of the traditional method of farming as this would enable high yields in the medium term.

Adapted from the 4<sup>th</sup> meeting minutes of the Sustainable Partnership Initiative (SPI) which was held Sime Darby Headquarters on August 3, 2013.

Even though the agriculture sub-committee headed by a Sime Darby official presented a matrix during the 4<sup>th</sup> meeting of the SPI that demonstrated that all the recommendations in box 6.1 were implemented, testimony of community members were quite different. Informants told me that Sime Darby did not fulfill the promises the company made. The company promised to give each farmer US\$30 and one 50kg bag of clean rice per month during the farming season, but after paying the first month, the allotments were cut in half for the second month and for the third month, there was no payment of rice and money. The company did not deliver the power tiller it promised and informants said birds destroyed all their rice after the company failed to provide them with bird nets. Sime Darby did not follow through with the payment of one 50kg of clean rice to the elderly (individuals in the DCs above 60 years old and the disables). The company did not deliver on the promise of negotiating markets for the corn that the project beneficiaries were producing. All these factors caused the agriculture project to fail.

## 6.5 CONCLUSION

Chapter 6 compares the livelihood strategies and food security of households in two categories of communities: Impacted Communities (ICs)-communities that have experienced historical land lost but still have access to remaining communal lands) and Dispossessed Communities (DCs)-communities that have lost all their communal lands to Sime Darby and are dispossessed of their traditional livelihood activities). With the ICs acting as a control group, chapter 6 sought to find out if there were differences in livelihood strategies and food security among households in the ICs and the DCs. While households in both the ICs and the DCs are poor and food insecure as demonstrated by the *Liberia Food Security Assessment* of 2015, this chapter established that households in the DCs were poorer and more food insecure than IC households. The major reason for this difference is the loss of land.

A second major difference between households in the ICs and the DCs is the nature of employment, which is an economic benefit highlighted by both concessionaire and government. The misleading information publicized by Sime Darby that it has employed “one person from each household in the DCs” created divisions of opinions in the ICs. Young people who are eager for employment sought to give their communal lands to Sime Darby in exchange for “household employment”. Since women and the elderly are not the focus point of Sime Darby employment and elders remember the impacts of land appropriations, they (elders and women) were opposed to giving their community lands to Sime Darby. The situation in the DCs, was completely different. The strategy of the company employing one person from a house rather than a household coupled with lack of transparency in salary payment presented a situation where households in the DCs are more food insecure and not satisfied with the employment provided by Sime Darby.

Women in the DCs were particularly vulnerable as there were no alternative livelihood activities for them compared to women in the ICs. The company was not employing many women and because women have lost lands for making cassava farms, they must now rely on their men who themselves often either fail to get jobs with the company or are paid insufficiently to support their household. On the other hand, the women in the ICs were still making cassava farms and selling garri in the markets. Thus, women have suffered disproportionately from Sime Darby operations, not only in terms of monetary income but also in terms of economic independence.

## **CHAPTER 7: CONCLUSIONS AND RECOMMENDATIONS**

The goal of this dissertation was to gather and analyze empirical data on large-scale agriculture concessions and present recommendations that may inform policy formulation in Liberia. Specifically, the dissertation focused on three objectives: precursors to the granting of agriculture concessions and how the structures of agriculture concession agreements undermined development; the implications of large-scale land appropriations on rural land rights and powers rural people hold against such large-scale land appropriations; and finally to understand the effects of the Sime Darby concession on livelihood strategies and food security of rural households that are either impacted by the company directly (through land loss) or are threatened by the company land appropriations. Results indicate that the different ideologies and different powers of Americans in the formation of the American Colonization Society, the clash of cultures between the settlers and indigenous Africans as well as the establishment of an Americo-Liberian oligarchy that proved weak in the face of European Pacification of Africa, led the Liberian Government to begin taking high risk loans. When these loans could not be paid, lenders began to demand land concessions and the collection of custom duties as guarantees for repayment. The resulting concession agreements were badly written serving the interests of concessionaires and elite Liberians to the detriment of rural and poor Liberians.

In particular, impacts of large-scale agriculture concessions on rural land rights were analyzed using the Sime Darby concession agreement as a case study. The company, ignoring its international agreement obligations, worked under the assumption that the lands granted to it by the Liberian government had no claims to it thus allowing it to take rural peoples' lands without their consent. Sime Darby land appropriations were further compounded by the company ignorance or deliberate failure to understand complex rural landscapes embedded within the unique histories of settlements determining landownership rights. Such ignorance

(unintentional and deliberate), had the potential to create inter-community conflicts. The company's land appropriations also exposed the power of private land holdings (by registered deeds) in rural Liberia. This power is demonstrated by Brown Village that is sitting at the edge of the Sime Darby plantation but still maintains all its farming lands. On the other hand, customary rural land ownership rights can be understood in the form of communal rights which are private, but the absence of land deeds pose threats to these types of private-communal land rights in Liberia.

In addition, the dissertation unraveled the importance of having a legal representative for rural communities who can influence the implementation of development projects such as Sime Darby. This was demonstrated through the work of Atty. Brownell who initially represented the affected communities and showed them avenues (the RSPO) and opportunities available to the affected communities in their complaints against forceful land appropriations and controversial crop compensation payments by Sime Darby. In contrast, when such legal representation was no longer available, the ability of affected communities and individuals to successfully press and defend their interest (crops payments) diminished, subsequently increasing the vulnerabilities of rural communities. These issues are best illustrated in the crops payment investigation where the absence of Atty. Brownell created an opportunity for Sime Darby officials to successfully manipulate the outcomes of the investigation to their interests.

Finally, the results of a comparative analysis between impacted and dispossessed communities indicates that although households in these two categories of communities are poor, those in the later are poorer and are more food insecure due to loss of household lands. It also established that women were bearing the greatest cost of the Sime Darby "development" as there were no alternatives to their livelihood activities that were destroyed

through Sime Darby land appropriations. Based on these conclusions, I advance a number of recommendations as outlined below.

## 7.1. RECOGNITION OF LANDOWNERSHIP RIGHTS FOR RURAL LIBERIANS

One of the issues that has reverberated throughout this dissertation is the Liberian Government's failure to recognize the land rights held by rural Liberians. The historic and contemporary assumptions that all lands within the Republic of Liberia that are not privately-held lands are government lands has been the precursor of granting large-scale land concessions to foreign investors. This assumption has hurt rural Liberians by undercutting their productive capacities, leaving many of them worst off. One instrument that has the potential to reverse this situation is the current Land Rights Act (LRA) that is before the National Legislature. In this section, I discuss how the passage of the LRA could help prevent future appropriations of rural lands without the expressed consent of rural landowners.

### 7.1.1 The Land Rights Act.

The LRA is a brain-child of the Land Rights Policy, developed by the Land Commission<sup>115</sup>, that was adopted by the Liberian Government in May 2013. Hailed by both local and international partners, the LRA innovatively establishes 4 categories of land rights namely customary land, Government land, private land, and public land.<sup>116</sup> A fifth category of land

---

<sup>115</sup> The Land Commission was established in 2009 with the mandate to reform Liberia's land policy and laws with the goal of equal access of the country's land to all Liberians. The Commission started its work in 2010 and in 2013 developed a land rights policy. This policy received both national and international acclamation as a beacon of good policy particularly the part of the policy that give full land ownership rights to local communities.

<sup>116</sup> The Land Rights Act defines Government land as land owned by the Government and used for the buildings, projects, or activities of the Government, including, but not limited to, lands on which are located: the offices of ministries, agencies, and parastatal bodies; military bases; roads; public schools and public universities; public hospitals and public clinics; public libraries and public museums; public utilities; and airports. Public Land is a land acquired by the Government through purchase, escheat, confiscation, gift or otherwise, which is not presently used by the Government for its facilities and operations and is also neither Private Land nor

rights, which cut across the 4 categories, is protected lands. I explore the first category (customary land), which when implemented will empower rural Liberians by expressly recognizing their landownership rights. Article 2 section 15 of the 2014 version of the LRA defines customary land as “land owned by a community and used or managed in accordance with customary practices and norms, and which include, but is not limited to wetlands, communal forestlands, and fallow lands”.<sup>117</sup> Article 32 section 3 specifically states that land can be identified and recognized as customary land and held in common when:

There is a long-standing understanding among members of the community, and includes land that has been used and/or possessed exclusively or continuously by the Community or some of its members for socio-cultural and economic purposes over a period spanning fifty (50) or more years, as established by oral testimonies of communities and their neighbors, and/or by landscape-based customary evidence; and

The use or claim of use/possession of the land by the community through historical activities and ties is (i) acknowledged by some or all neighboring communities and/or (ii) recognized by rules of customary practice, as established by oral testimonies of communities and their neighbors, and/or by landscape-based customary evidence.

Notice how the LRA deliberately omits or ignores written evidence but focuses land possession for 50 years, oral testimonies and acknowledgment by neighboring communities. This omission was necessary because most customary land rights have never been documented in writing. Customary land rights are imbedded in norms and recounted in oral testimony. When the criteria listed above are met, the government recognizes the full bundle of land rights (except for mineral rights) of rural people and equate those rights to the

---

Customary Land. Private Land is a land which is owned or otherwise held by private persons under the provisions of the LRA and other applicable laws of Liberia.

<sup>117</sup> Community as used in this context is defined in the Land Rights Act as a self-identifying coherent social group or groups comprising people of all ages, gender, beliefs, and other backgrounds who share common customs and traditions and reside in a particular land area over which members’ exercise jurisdiction communally by agreement, custom or law and manage their land in accordance with customary practices and norms. A community may thus define itself to be a single village, town, clan, or chiefdom, or a group of villages or towns or clans.

community with the same legal standing that formal private rights have enjoyed (via title or certificate). This full recognition implies that the Liberian Government would no longer ignore the landownership rights of rural people in the granting of large-scale land based concessions.

While the LRA could not be retroactive on issues of rural lands already granted but not necessarily yet been appropriated to large-scale concessions, it empowers rural people who have lost lands or are threatened by land appropriations by concessions to be entitled to participate as owner of concession lands in any scheduled review of concession agreements. Since the LRA does not recognize mineral rights of rural people, and most minerals are found beneath the surface of lands, the LRA provides that a Free, Prior and Informed Consent (FPIC) of landowning communities should be sought and a land lease agreement should be signed by landowning communities before any mineral resources can be extracted on or beneath customary lands.

In addition, the LRA introduces a land administration mechanism specific for customary lands. It flexibly allows landowning communities to identify their community lands “in keeping with customs, oral or written history and locally-recognized norms” and identify community members provided that “no resident of a community be excluded from membership of the community”.<sup>118</sup> The LRA also proposes an inclusive and democratic Community Land Development and Management Association (COLDMA) that each community should establish to manage its land. Members to COLDMA are elected with representation divided among men, women and youth.

---

<sup>118</sup> Article 2 section 43 of the LRA defines a resident as a citizen of Liberia who maintains his or her primary residence within the self-defined boundary of the Customary Land area and engages in some form of livelihood activities in the community.

Since the 2014 version of the LRA, there have been some major changes. Article 49 section 3 of the 2014 version of the LRA indicates that except for residential land, which are held in Fee Simple, customary land cannot be sold or converted to private property for a period after 99 years following the effective date of the passage of the LRA. But article 49 section 3 of the 2016 version, that was passed by the lower house reduced this time from 99 years to 50 years. A 36-month confirmatory survey of customary lands by the government intended to identify and document all customary lands in the 2014 version was reduced to 24 months in the 2016 version. A major change opposed by civil society is the new specification that 30 percent of each customary land to be set aside as public land. Proponents of this 30 percent rule argue that without setting aside some amount of customary land, there would be no public land in Liberia as opposed to private land, government land or customary land. Opponents argue that the blatant taking of 30 percent of land from each community without Free, Prior and Informed Consent is gross violation of customary community land rights. I do agree with the latter argument. In addition to violation of community land rights, it is mostly likely that the proposed 30 percent would end up in the hands of some Liberian elites since article 55, section 1 of the 2016 version of the LRA empowers the government to sell public land or convert public to private property.

In view of the above discussion, I propose both short-term and long-term recommendations that may fundamentally transform how the Liberian Government has historically granted large-scale concessions in Liberia. Three key short-term recommendations are advanced below:

1. An immediate recommendation is the passage of the LRA. The passage of the LRA should be a prerequisite to the granting of new large-scale concessions and renegotiation of any existing large-scale concessions.

2. After the passage of the LRA, the government through the Liberia Land Authority (LAA) and civil society groups should create awareness and educate rural communities about the rights they have under this new law, especially rural communities that are situated in concessions that have already been granted by the government.<sup>119</sup>
3. Laws are only good for people when they are implemented. One obstacle that Liberia faces in its development agenda is the lack of implementation or partial implementation of laws. The enforcement of the LRA should not follow this traditional path. A vibrant civil society and the media should play a critical role in pressuring the government to enforce the LRA.

A long-term goal of the LRA should focus on the development of regulations that will be acceptable and consistent with LRA intent.

1. Learning from the experiences of other African countries who have had long history of customary land reforms (Knight, 2010; Norfolk & Tanner, 2007; Cotula & Mathieu, 2008), the 24-month confirmatory survey for the entire country proposed in the LRA is too short and unrealistic. In this 24 months' period, confirmation survey should focus on effective means to involve communities in demarcation efforts and identify institutional innovations to reduce land conflicts and improve land governance once community lands are demarcated:
  - i. Customary lands that are in dispute. The goal of focusing on customary lands that are in dispute is to minimize the amount of land disputes in the country. Also, focusing on disputed lands would create excellent opportunity to test the

---

<sup>119</sup> Liberia Land Authority (LLA), is a new institutional structure passed into law in 2016 with the responsibility of consolidating all land functions from existing agencies of the Government, including Ministry of Lands Mines and Energy and the deed portion of the National Archives.

establishment of the COLDMA that is proposed in the LRA. Lessons learned from the resolution of disputes using mechanisms outlined in the LRA and the administration of COLDMA may inform the development of appropriate regulations.

- ii. Customary lands that are in concessions. The LRA recognizes customary landowners in concessions that are already granted by the Government and call for them to be stakeholders in concession review processes. These communities are bearing the greatest weight of the policy of past governments in granting rural lands into concessions without the involvement of rural people. Therefore, there is urgent need to get them involved. As outlined in (i) above, involving rural people will also require the establishment and operation of COLDMA. Again, lessons learned will be useful in the development of appropriate regulations for the conduct of future large-scale concessions.
- iii. Customary communities that voluntarily wish to demarcate their lands. The fact that communities want to demarcate their lands give them incentive to bear some of the cost associated with this process. All the Liberian government and civil society groups may do is to provide legal guidance and technical assistance and the communities perform most of the labor in demarcation.

2. Monitoring and evaluating customary lands that have been surveyed and demarcated.

It will be important to follow the experience of rural communities whose lands have been surveyed and demarcated and see how well they are doing socially, economically and politically. This will be done through continued research. The goal will be to gather data and analyze results to determine if this new land reform is

beneficial for rural people. It will also draw attention to areas in the application of the law that needs attention.

3. While the LRA has been hailed by national and international land experts as a good instrument for empowering rural people, there is potential that there will be some resistance from traditional leadership when the law goes into full implementation. The reason is the fundamental transformation of how land has been traditionally governed in Liberia. The decisions about landownership and land-use rights have been traditionally been vested in the lineage system as guided by chieftaincies- processes that are not democratic at all. The establishment of COLDMA as proposed in the LRA undercuts this system of land administration and there may be push back from chiefs. Therefore, a strategy should be developed that will deal with any push back.

## 7.2 THE FUTURE OF AGRICULTURE IN LIBERIA

This research has demonstrated the vulnerability of small, economically-impooverished countries like Liberia to the concession model of development. Economic weakness led to borrowing, which laid the foundation for the granting of land concessions with the goal of attracting foreign capital. From the first major concession granted to a British Firm in 1906 to the Sime Darby concession agreement in 2009, this economic development model known as Foreign Direct Investment (FDI) has not led to significant economic development of the country. Instead, FDI model has created two conditions for Liberia: First, reliance on foreign capital undermines the economic independence Liberia. Second, the FDI model led to the creation of elite enclaves composed mainly of government officials, who benefit from the country resources effectively leaving majority of Liberians worst off. Examples of rural Liberians being worst off because of FDI are presented throughout this dissertation. If a country has promoted a failed economic development strategy for more than 100 years, there is a need to change this strategy. Against this background, I propose the following short and

long term development recommendations to improve the food security of rural households within the study area.

The short-term recommendations are key interventions that may help improve food security and increase the income for communities affected by Sime Darby. Once implemented, they may strengthen relationship between Sime Darby and affected communities, which may potentially improve the lives of households and promote the company investment:

1. There is a need for an independent evaluator to evaluate the performance of the Sime Darby Concession agreement and other similarly situated concession agreements in Liberia. The Special Review Committee established by President Weah is a welcome undertaking.<sup>120</sup> The Committee has already started its work by adopting a sound code of conduct.<sup>121</sup> The government should allow the committee to independently and impartially conduct reviews of concessions. In evaluating the performance of the Sime Darby Concession, the committee should focus on the controversial crop compensation payments that was carried out by the company and propose a solution that will be fair and just for both the affected communities and Sime Darby. This is important because farmers are still angry about the crop payment program and are “prepared to do anything for our rights” as this phrase was emphasized throughout my 9-month data collection in 2016.

---

<sup>120</sup> On February 14, 2018, President George Weah set up a Special Review Committee charge with the responsibility to review all concessions, management and other agreements and contracts, currently in force in Liberia to determine whether they are complying with terms as stipulated in concession agreement and with the laws of Liberia.

<sup>121</sup> Details of the Code of Conduct for the Special Review Committee is publish in Front Page Africa News Paper: <https://frontpageafricaonline.com/index.php/news/7583-president-weah-s-special-review-committee-adopts-guidelines-to-constitute-code-of-conduct>. Accessed on April 2018 at 2:20 a.m.

2. The intention of setting aside 44, 000 hectares for an out-growers' program as outlined in section 15.2 of the Sime Darby concession agreement was to economically empower households and communities that are directly impacted by Sime Darby land appropriations. As demonstrated, many of the households affected by Sime Darby land appropriations, lost land and crops that were sources of income. Fully implementing section 15.2 may increase income generation for households and communities that are affected by Sime Darby land appropriations.
3. Even though the section 8.10 of the Sime Darby concession agreement restricts farming to only food crop production and for non-commercial purposes, data I presented in chapter 6 section of this dissertation indicate that these restrictions are not applicable on the ground. Therefore, the Government of Liberia and Sime Darby should allow a wider range of crops on lands that are not being used by the company but are situated within the plantation. Because lands available for permitted farming are small relative to the affected population, diversification and intensification supported by agriculture equipment and extension services should be encouraged. This may help increase food production in the dispossessed communities, which may in turn reduce poverty by improving food security and increasing income.
4. Up to the time I was conducting my research in 2016, the community development fund as outlined in section 19.5 of the Sime Darby agreement has not been established and no one could say what has happened to this fund since the company had operated for more than 7 years. There is a need for the Special Review Committee to follow up with this aspect of the agreement. Sime Darby mentioned on its website that the company has planted 10,508 hectares.<sup>122</sup> Calculating the amount of land planted by

---

<sup>122</sup> <http://www.simedarbyplantation.com/our-businesses/upstream/liberia>. Accessed on April 19, 2018

Sime Darby by \$5 USD means that the company should be contributing \$52,540 USD to the affected communities as a community development fund. Part of this money could be used to support out-grower and permitted farming programs.

5. Sime Darby employs one person from a house violates its stated intention of employing one person per “household”, the company should employ from each household focusing on women, many of whom had lost income due to the company’s land appropriations. Many of the employees did not know their monthly salaries, a situation that impeded their abilities to plan. There is a need for the company to establish clear transparency in its payment systems.
6. Social scientists and development experts should relook at the assumption of males to be household heads in Africa. For the most part, women have been and continue to be bread winners for their households. Focusing on male household heads in the analysis of household wealth and income obscure the roles women play in running the household. Analysis of this dissertation as presented in chapter 6 section 6.3 demonstrates the important roles women played in generating household incomes prior to Sime Darby arrival in the dispossessed communities. It also shows how Sime Darby land appropriations undercut women abilities to produce food and generate incomes. It is therefore, important to for Sime Darby to focus on women productive capacities as a means of minimizing poverty in the affected communities. Supporting small holder farmers in permitted farming areas, creating market opportunities, access to credits and Sime Darby employment of women are possible recommendations.

Long-term recommendations are focused on action-oriented development policies that are likely break away from the age old FDI development model and adopt new strategies that may create wealth for Liberians, strengthen tax revenue base for the government and strengthen the economic independence of Liberia:

1. Liberia should not grant any new large-scale concessions to non-Liberians or non-Liberian owned companies until the country can re-evaluate the current concession agreements in operation. Nearly all the current concession agreements are badly written with the country and its citizens gaining little compared to what the companies are reaping out of these agreements. Profits reap from these concession agreements are not reinvested in Liberia but end up in corporate shareholders' bank accounts. Just as they are badly written, they are also poorly implemented. I have discussed specific cases in the Sime Darby concession agreement. Without critically evaluating and analyzing the current concession agreements, mistakes are more likely to be repeated.
2. Liberia should abolish its practice of vaguely granting large lands into concessions and asking concessionaire (who are not Liberians and know nothing about the culture of the country) to do feasibility studies and identify lands suitable for their development purposes. Past practices are not only irresponsible on the part of the Liberian Government as rural Liberians are disproportionately affected but also disregard the cultural norms of rural Liberians. You must know what you have before you can sell what you want. Therefore, it is the responsibility of the Liberian government to conduct zoning and identify lands that suitable for different development purposes.
3. The granting of large-scale concessions in the future should be based on partnership model, where the country will hold significant shares. Liberia still has land based resources but the country lacks the capital, technology and human resources to convert these raw materials into value-added products. A strategy that could mitigate these challenges is formation of partnerships with foreign companies. A major shareholder power may empower Liberia to negotiate manufacturing of raw materials into finished products, which has a greater job creation potential.

4. With appropriate regulations, government should focus on private sector agriculture development focusing on Liberian smallholder farmers. Examples of this type of agriculture investment is the agriculture development projects that were undertaken during the regime of President Tolbert. In 1977 about 86 percent of the country GDP was based on the extractive industries primarily rubber, iron ore and forestry while smallholder agriculture, which accounted for 70 percent of the population contributed only 14 percent to the GDP.<sup>123</sup> The government realized at that time that this type of macro-economic activity that heavily relied on export of raw materials was not only unstable, it was also unsustainable. Price fluctuations of these raw materials have negative impacts on the local economy as lead to recurrent national budget shortfalls due to declines in iron ore prices on the world market. To counteract this failed economic development policy and diversify the Liberian economy, President Tolbert promoted smallholder farmers in counties that were considered the bread baskets of Liberia, namely Lofa, Bong and Nimba counties. In the words of former Vice President Boakai, who was leading these initiatives, “Liberia was becoming food self-sufficient with just 30 percent implementation of the proposals”.<sup>124</sup> Instead of re-inventing the wheel, there is a need to look back to the agriculture policies of President Tolbert.

---

<sup>123</sup> World Bank Report No. 1307a-LBR: Liberia: Bong County Agriculture Development Project. <http://documents.worldbank.org/curated/en/254111468269988236/pdf/multi-page.pdf> Accessed on April 20, 2018

<sup>124</sup> Radio Talk Show interview with Vice President Joseph Boakai

### 7.3 LEGAL REPRESENTATIVE FOR AFFECTED COMMUNITIES

Chapter 4 of this dissertation demonstrates the roles of Atty. Brownell as legal representative of the affected communities in and around the Sime Darby Plantation. Through his legal assistance, the affected communities were able to gain some benefits from Sime Darby. These included employment, the establishment and initial payment of cultural endowment fund, the construction of school and a beginning of the crop compensation investigation among others. On the other hand, his departure as legal representative for the affected communities exposed the vulnerabilities of the affected communities, which to certain degree also affected Sime Darby operations. The crops payment investigation was badly done and the peaceful sit-in action by the affected communities stopped the company operations for 4 days. Lessons learned from this analysis suggest the need for a legal representation for vulnerable populations such as those that are affected by land appropriations. In view of this, I propose the following short-term recommendations:

The affected communities should apologize and recall Atty. Brownell to represent them. Charismatic lawyers such Atty. Alfred Brownell who fight for social justice for marginalized populations are difficult to find. The way Atty. Brownell was removed was wrong and the affected communities need to apologize to him and seek his representation. The representation of affected communities by Atty. Brownell will strengthen their negotiation abilities with Sime Darby and the Government in the future.

The long-term recommendation focuses on expansion of Sime Darby land appropriations to the surrounding communities:

Even though the land was granted to Sime Darby by the Government with the understanding it was free of any land rights claims, the company realized that this assumption is not correct. There are people living on the land who have both land

ownership rights and land-use claims. Sime Darby as a signatory to the RSPO is obligated to recognize and respect the landownership rights of rural people in its proposed development areas. The company should therefore, conduct FPIC before appropriating any new lands.

#### 7.4 THE ROLE OF THE RSPO

Section 3.4 of this dissertation demonstrates that as member of the RSPO, Sime Darby Plantation Liberia was not implementing nearly all the RSPO Principles. The company did not conduct FPIC in its initial land appropriations and did not follow the procedures as lay out in the RSPO Principles. The question is if Sime Darby is a member of the RSPO that seeks to produce oil sustainably and create transparency in the oil palms production and supply chain, why will this company not follow the rules of the RSPO? In answering this question, Laurence et al., 2010 identified seven factors that were responsible for weakening the RSPO.<sup>125</sup> Four of the factors that are applicable to the study communities are discussed below.

First, they demonstrated that decision making of the RSPO was unbalanced as it memberships were dominated by oil palms production and supply chain owners (94.3 percent of those in the oil palms industry versus 6.7 percent of conversationalists and social development groups). Second, they also indicated that noncompliance of the rules and principles of the RSPO may be wide spread. Third, becoming a member of the RSPO was too

---

<sup>125</sup> First the decision makers of the RSPO were unbalanced as they were dominated by people in the oil palm industry. Second, the RSPO did not ban production of oil palms on peak forests. Third, non-compliance of RSPO rules may have been wide spread. Fourth, RSPO did not have adequate money to monitor and evaluate the activities of people in the oil palms industry. Fifth, it was very easy to become part of the RSPO membership as those whose oil palms products were “uncertified” could join as ordinary members. Six, RSPO underestimates the full impacts of oil palms production on climate change. And seven, RSPO was facing weak market demand as large consumers of oil palm products from developing countries were not demanding certified oil palm products.

easy as members whose oil palms products were not certified were classified as ordinary members who could still sell their uncertified products to consumers. Fourth, the decision to purchase oil palm products sustainably produced or not rest with the consumers and since large consumers of oil palms products do not care much about sustainability, ordinary members of the RSPO are still able to sell their products. These weaknesses all set the stage and contributed to Sime Darby initial land appropriations. Even up to 2016, after operating for more than seven years, none of the Sime Darby operations in Liberia were certified.

Even with the above weaknesses, the RSPO still had some positive effects on the affected communities. Some IC communities were able to use the RSPO principles to effectively resist the company expansion. Based on the above discussion, I propose the following recommendations:

1. At the management level, I agree with Laurence et al (2010) that there need to be balance of power in the decision processes of the RSPO. The RSPO can achieved by increasing members from the conservation community.
2. The RSPO should get rid of its ordinary membership and include members whose operations are certified. The processes of certification have costs, which are transferred to the consumers (). Uncertified oil palm products do not have these costs and are cheaper. This create an unbalanced market completion where consumers are more likely to purchase cheaper products, which leaves little or no incentives for sustainability in the oil palm sector.
3. The RSPO should continue to monitor the activities of Sime Darby and other companies operating in the oil palm sector in Liberia.

## 7.5 CONCLUSION

The intentions of this dissertation were to advance policy to the government of Liberia that once implemented, may improve the livelihoods of individuals who are affected by large-scale land appropriations and to contribute to general knowledge. I hope I have achieved these two objectives. Recommendations I have proposed in this dissertation are not an end in themselves but are part of the overall land reform process the government of Liberia and civil society groups are undertaking. It is my hope that these recommendations will be given serious attention as the development strategy adopted by Liberia continues to evolve.

## BIBLIOGRAPHY

- Agrawal, A. (2003). Sustainable governance of common-pool resources: context, methods, and politics. *Annual review of anthropology*, 243-262.
- Agrawal, A., & Ribot, J. (1999). Accountability in decentralization: a framework with South Asian and West African cases. *The Journal of Developing Areas*, 33(4), 473–502.
- Ahmad, S. Z., & Kitchen, P. J. (2008). Transnational corporations from Asian developing countries: The internationalisation characteristics and business strategies of Sime Darby Berhad. *International Journal of Business Science and Applied Management*, 3(2), 21-36.
- Akingbade, H. (1994). The pacification of the Liberian hinterland. *The Journal of Negro History*, 79(3), 277. <http://doi.org/10.2307/2717507>
- Akpan, M. B. (1973). Black imperialism: Americo-Liberian rule over the African Peoples of Liberia, 1841-1964. *Canadian Journal of African Studies / Revue Canadienne Des Études Africaines*, 7(2), 217–236. <http://doi.org/10.2307/483540>
- Allen, W. E. (2010). Liberia And the Atlantic World in The Nineteenth Century: Convergence and Effects. *History in Africa*, 37, 7–49.
- Allen, W. E. (2004). Rethinking the History of Settler Agriculture in Nineteenth-Century Liberia. *The International Journal of African Historical Studies*, 37(3), 435–462. <https://doi.org/10.2307/4129040>
- Ashmun, J. (1826). *History of the American Colony in Liberia*. Way & Gideon.
- Atwood, D. A. (1990). Land registration in Africa: The impact on agricultural production. *World Development*, 18(5), 659–671. [http://doi.org/10.1016/0305-750X\(90\)90016-Q](http://doi.org/10.1016/0305-750X(90)90016-Q)
- Baker, S. H. (2012). Why the IFC’s Free, Prior, and Informed Consent Policy Does Not Matter (Yet) to Indigenous Communities Affected by Development Projects Wisconsin International Law Journal Symposium on Renewable Energy & Climate Change: Opportunities and Challenges. *Wisconsin International Law Journal*, 30, 668–705.
- Baird, I. G. (2014). The global land grab meta-narrative, Asian money laundering and elite capture: Reconsidering the Cambodian context. *Geopolitics*, 19(2), 431-453.
- Barbu, J.A. (2011). *An analysis of the formal legal framework governing customary law in the Republic of Liberia*. Monrovia: Land Commission
- Barrows, R., & Roth, M. (1990a). Land tenure and investment in African agriculture: theory and evidence. *The Journal of Modern African Studies*, 28(2), 265–297.
- Bassett, T. J., Crummey, D., & Thomas Leiper Kane Collection (Library of Congress. Hebraic Section) (Eds.). (1993). *Land in African agrarian systems*. Madison, Wis.: University of Wisconsin Press.
- Berry, S. (1993). *No Condition Is Permanent: The Social Dynamics of Agrarian Change in Sub-Saharan Africa*. University of Wisconsin Pres.

- Berry, S. (1988). Property rights and rural resource management: the case of tree crops in West Africa, 14.
- Bility, L.F. (2016). Irrevocable memorandum of understanding between the Project Affected Communities and the management of Sime Darby Plantation Liberia.
- Blackford, M. G., & Kerr, K. A. (1996). *BF Goodrich: tradition and transformation, 1870-1995*. Columbus: Ohio State University Press.
- Blaikie, P. M. (1985). *The political economy of soil erosion in developing countries*. London; New York: Longman.
- Blaikie, P., & Brookfield, H. (1987). Land degradation and society., 320 pp.
- Bonaparte, T. H. (1979). Multinational corporations and culture in Liberia. *American Journal of Economics and Sociology*, 38(3), 237–251.
- Boudreaux, Karol & Sacks, Daniel. (n.d.). Land tenure security and agricultural productivity | Mercatus. Retrieved July 3, 2015, from <http://mercatus.org/publication/land-tenure-security-and-agricultural-productivity>
- Briefing, G. (2008). Seized: The 2008 land grab for food and financial security. *October*. [http://www.grain.org/briefings\\_files/landgrab-2008-en.pdf](http://www.grain.org/briefings_files/landgrab-2008-en.pdf).
- Borras Jr, S. M., Hall, R., Scoones, I., White, B., & Wolford, W. (2011). Towards a better understanding of global land grabbing: an editorial introduction. *The Journal of Peasant Studies*, 38(2), 209-216.
- Bowier, E. (2013, June 12). Personal interview on African land ownership.
- Bromley, D. W. (2009). Formalising property relations in the developing world: The wrong prescription for the wrong malady. *Land Use Policy*, 26(1), 20–27. <https://doi.org/10.1016/j.landusepol.2008.02.003>
- Bromley, D. W., & Feeny, D. (1992). *Making the commons work: theory, practice, and policy*. San Francisco, Calif.: ICS Press.
- Brown, G. W. (1941). *The economic history of Liberia*. The Associated Publishers, inc.
- Brooks et al. (2002). Habitat Loss and Extinction in the Hotspots of Biodiversity. *Conservation Biology*, 16(4), 909–923. <https://doi.org/10.1046/j.1523-1739.2002.00530.x>
- Bruce, J. W. (2006). *Land law reform achieving development policy objectives*. Washington, D.C.: World Bank. Retrieved from <http://public.eblib.com/choice/publicfullrecord.aspx?p=459357>
- Carlsson, J. (1981). *The limits to structural change: A comparative study of foreign direct investments in Liberia and Ghana, 1950-1971*. Uppsala: Scandinavian Institute of African Studies in cooperation with Dept. of Economic History, University of

Gothenburg.

- Chalk, F. (1967). The anatomy of an investment: Firestone's 1927 loan to Liberia. *Canadian Journal of African Studies / Revue Canadienne Des Études Africaines*, 1(1), 12–32. <http://doi.org/10.2307/483972>
- Chalk, F. R. (1962). *America, Liberia and the Stevenson Act: A study of the American response to rubber restriction in the 1920's*. University of Wisconsin--Madison.
- Clarke, E. (2013). *By the rivers of water: a nineteenth-century Atlantic odyssey*.
- Clower, R. W. (1966). *Growth without development: an economic survey of Liberia*. Northwestern University Press.
- Cotula, L. (2009). *Land grab or development opportunity?: agricultural investment and international land deals in Africa*. IIED.
- Demsetz, H. (1967). Toward a Theory of Property Rights. *The American Economic Review*, 57(2), 347–359.
- Deininger, K. W., & Byerlee, D. (2011). *Rising global interest in farmland: can it yield sustainable and equitable benefits?* World Bank Publications.
- De Schutter, O. (2011). How not to think of land-grabbing: three critiques of large-scale investments in farmland. *The Journal of Peasant Studies*, 38(2), 249–279.
- Dodoo, L. (n.d.). President Weah's Special Review Committee Adopts Guidelines to Constitute Code of Conduct. Retrieved April 23, 2018, from <https://frontpageafricaonline.com/index.php/news/7583-president-weah-s-special-review-committee-adopts-guidelines-to-constitute-code-of-conduct>
- Duncan, M. L. (2002). Reconceiving the bundle of sticks: Land as a community-based resource. *Environmental Law*, 32, 773.
- D'Azevedo, W. L. (1962). Some Historical Problems in the Delineation of a Central West Atlantic Region \*. *Annals of the New York Academy of Sciences*, 96(2), 512–538. <https://doi.org/10.1111/j.1749-6632.1962.tb50146.x>
- Feder, G., & Feeny, D. (1991). Land tenure and property rights: theory and implications for development policy. *The World Bank Economic Review*, 5(1), 135–153.
- Feder, G., & Noronha, R. (1987). Land rights systems and agricultural development in Sub-Saharan Africa. *The World Bank Research Observer*, 2(2), 143–169.
- Franco, J. C. (2012). Global land grabbing and trajectories of agrarian change: a preliminary analysis. *Journal of Agrarian Change*, 12(1), 34–59.
- Franco, J., Borrás, S. M., Alonso-Fradejas, A., Buxton, N., Herre, R., Kay, S., & Feodoroff, T. (2012). The global land grab—A primer. *Transnational Institute*, October, 11.
- Food and Agriculture Organization of the United Nations. (2002). *Land tenure and rural*

- development*. Rome: Food and Agriculture Organization of the United Nations.
- Fox, E. L. (1919). *The American Colonization Society, 1817-1840*. Johns Hopkins Press.
- Gershoni, Y., & Makhon le-mehkar 'al shem Heri S. Truman. (1985). *Black colonialism: the Americo-Liberian scramble for the hinterland*. Boulder: Westview Press.
- Gershoni, Y. (1987). The Drawing of Liberian Boundaries in the Nineteenth Century: Treaties with African Chiefs versus Effective Occupation. *The International Journal of African Historical Studies*, 20(2), 293–307. <https://doi.org/10.2307/219844>
- Goodland, R. (2004). Free, prior and informed consent and the World Bank Group. *Sustainable Development Law & Policy*, 4, 66.
- GRAIN — Seized: The 2008 landgrab for food and financial security. (n.d.). Retrieved April 11, 2018, from <https://www.grain.org/article/entries/93-seized-the-2008-landgrab-for-food-and-financial-security>.
- Grisby, H. (1954). *Annual report of Harrison Grisby, Secretary of the Interior, R. L, submitted to the Honorable President of Liberia covering the fiscal year October 1, 1953 to September 30, 1954*
- Guannu, J. S. (1983). *Liberian History up to 1847*. Sabanoh Printing Press.
- Guannu, J. S. (2016). Personal interview on African land ownership.
- Innes, W. (1833). *Liberia: or, the early history & signal preservation of the American Colony of free Negroes on the coast of Africa*. University Microfilms.
- Jallah P. (n.d.). Personal interview.
- Johnson, O. E. G. (1972). Economic analysis, the legal framework and land tenure systems. *Journal of Law and Economics*, 15(1), 259–276.
- Johnson, C. S. (1987). *Bitter Canaan: the story of the Negro republic*. New Brunswick, N.J: Transaction Books.
- Jomo, K. S., & Sundaram, J. K. (2004). *The new economic policy and interethnic relations in Malaysia*. Geneva: UNRISD.
- Kilroy, D. P. (1995). *Extending the American sphere to West Africa: dollar diplomacy in Liberia, 1908-1926*.
- Kraaij, F. P. M. van der. (1983). *The open door policy of Liberia: An economic history of modern Liberia*. Im Selbstverlag des Museums.
- Kru-Liberian War of 1915. (n.d.). Retrieved April 21, 2018, from <https://www.globalsecurity.org/military/ops/kru.htm>

- Kuba, R., & Lentz, C. (2006). *Land and the politics of belonging in West Africa*. Leiden; Boston: Brill.
- Land Commission, (2009). *An act establishing the Land Commission*: Monrovia, Liberia
- Land Commission (2013). *Land rights policy*: Monrovia, Liberia
- Lanier, F., Mukpo, A., & Wilhelmsen, F. (2012). Smell-No-Taste: The Social Impact of Foreign Direct Investment in Liberia. *University of Columbia. New York*.
- Laurance, W. F., Koh, L. P., Butler, R., Sodhi, N. S., Bradshaw, C. J. A., Neidel, J. D., ... Vega, J. M. (2010). Improving the Performance of the Roundtable on Sustainable Palm Oil for Nature Conservation. *Conservation Biology*, 24(2), 377–381.  
<https://doi.org/10.1111/j.1523-1739.2010.01448.x>
- Leach, M., Mearns, R., & Scoones, I. (1999). Environmental entitlements: dynamics and institutions in community-based natural resource management. *World Development*, 27(2), 225–247. [http://doi.org/10.1016/S0305-750X\(98\)00141-7](http://doi.org/10.1016/S0305-750X(98)00141-7)
- Liebenow, J. G. (1969). *Liberia; the evolution of privilege*. Ithaca: Cornell University Press.
- Liberia (n.d.) *List of concession companies in Liberia*. Bureau of Concessions, Monrovia, Liberia. <http://www.nbcliberia.org/existing-agreements.html>
- Liberian Code of Laws (1956).
- Liberia (2008). *Governance Commission report on regional consultation on land*. Monrovia, Liberia
- Liberia. (n.d.). *The first Constitution of Liberia*. Monrovia: Dept. of Information & Cultural Affairs.
- Liberia. (1986). *Constitution of the Republic of Liberia*.
- Liberia. (2009). *An act to ratify the amended and restated concession agreement between the Republic of Liberia and Sime Darby Plantation (Liberia) Inc*. Ministry of Foreign Affairs.
- Liberia. (2014). *The land rights act of the Republic of Liberia*. Monrovia, Liberia
- Liberia. Konvitz, M. R., & Cornell University. (1973). *Liberian code of laws revised*. Ithaca, N.Y: Cornell University Press.
- Liberia | Sime Darby Plantation. (n.d.). Retrieved April 23, 2018, from <http://www.simedarbyplantation.com/our-businesses/upstream/liberia>
- Liberia Food Security Assessment. (LFSA) (2015). Retrieved April 23, 2018, from <https://reliefweb.int/report/liberia/liberia-food-security-assessment-lfsa-june-2015-data-collected-may-2015>
- Lidow, N. H. (2011). *Violent Order: Rebel Organization and Liberia's Civil War*. Stanford University.

- Little, K. (1965). The Political Function of the Poro. Part I. *Africa: Journal of the International African Institute*, 35(4), 349–365. <https://doi.org/10.2307/1157659>
- Lynn, M. (2002). *Commerce and Economic Change in West Africa: The Palm Oil Trade in the Nineteenth Century*. Cambridge University Press.
- MacKay, F. (2004). Indigenous Peoples' Rights to Free, Prior and Informed Consent and the World Bank's Extractive Industries Review Special Issue: Prior Informed Consent. *Sustainable Development Law & Policy*, 4, 43–65.
- Massaquoi, M. (1911). The Vai People and Their Syllabic Writing. *Journal of the Royal African Society*, 10(40), 459–466.
- Matondi, P. B., Havnevik, K., & Beyene, A. (2011). *Biofuels, land grabbing and food security in Africa*. Zed Books.
- Metzger, D. (2016). *Personal Interview*
- Merry, S. E. (1988). Legal pluralism. *Law and society review*, 869-896.
- Migot-Adholla, S., Hazell, P., Blarel, B., & Place, F. (1991). Indigenous land rights systems in Sub-Saharan Africa: A constraint on productivity? *The World Bank Economic Review*, 5(1), 155–175.
- Morlu, J. S. (2011). Report of the Auditor General on the Guthrie Rubber Plantation for the period 1 January 2006 - 31 December 2008. *The General Auditing Commission (GAC)*.
- Moore, D. S. (1993). Contesting terrain in Zimbabwe's eastern highlands: Political Ecology, Ethnography, and peasant resource struggles. *Economic Geography*, 69(4), 380–401. <http://doi.org/10.2307/143596>
- Nevin, T. D. (2011a). The uncontrollable force: A brief history of the Liberian Frontier Force, 1908—1944. *The International Journal of African Historical Studies*, 44(2), 275–297.
- OpenLandContracts.org - Liberia, Sime Darby Plantation (Liberia) Inc., Concession Agreement, 3 June 2009. (n.d.). Retrieved April 23, 2018, from <http://www.openlandcontracts.org/contract/ocds-591adf-3371037354/view>
- Ostrom, E. (1990). *Governing the commons: The evolution of institutions for collective action*. Cambridge university press.
- Penner, J. E. (1995). Bundle of rights picture of property, The. *UCLA Law Review*, 43, 711.
- Platteau, Jean-Philippe. (n.d.). *Formalization and Privatization of Land Rights in Sub-Saharan Africa: A Critique of Current Orthodoxies and Structural Adjustment Programs*.

- Prno, J., & Scott Slocombe, D. (2012). Exploring the origins of 'social license to operate' in the mining sector: Perspectives from governance and sustainability theories. *Resources Policy*, 37(3), 346–357. <https://doi.org/10.1016/j.resourpol.2012.04.002>
- Pusah, E. H. & Passewe, J. (2016, July 23). Position statement from the PAC-Agrieved Farmers to the management of Sime Darby Liberia, the Government of Liberia through the leadership of the 17 Project Affected Communities.
- Radio talk show interview with Vice President Joseph Boakai. (n.d.).
- Ribot, J. C., & Peluso, N. L. (2003). A Theory of access. *Rural Sociology*, 68(2), 153–181. <http://doi.org/10.1111/j.1549-0831.2003.tb00133.x>
- Robbins, P. (2004). *Political ecology: a critical introduction*. Malden, MA: Blackwell Pub.
- RSPO. (2007). RSPO Principles and Criteria for Sustainable Oil Palm Production including Indications and Guidance.
- Sample Size Calculator - Confidence Level, Confidence Interval, Sample Size, Population Size, Relevant Population - Creative Research Systems. (n.d.). Retrieved April 23, 2018, from <https://www.surveysystem.com/sscalc.htm>
- Sawyer, A. (1992). *The emergence of autocracy in Liberia: Tragedy and challenge*. ICS Press.
- Scott, J. C. (1998). *Seeing like a state: How certain schemes to improve the human condition have failed*. Yale University Press.
- Shick, T. W. (1980). *Behold the promised land: a history of Afro-American settler society in nineteenth-century Liberia*. Baltimore: Johns Hopkins University Press.
- Siakor, Silas. (n.d.). *Smell-no-taste: the social impact of Foreign Direct Investment in Liberia*. Sustainable Development Institute, Monrovia, Liberia.
- Siakor, S. (2012). *Uncertain futures: the impacts of Sime Darby on communities in Liberia*. World Rainforest Movement and Sustainable Development Institute, Monrovia, Liberia.
- Sime Darby. (2016). *Innovating for the Future, Annual Report 2016*. Retrieved from [http://www.yayasansimedarby.com/clients/Demo\\_Yayasan\\_Sime\\_Darby\\_970032BC-C2AD-4263-9E03-32332683E920/contentms/img/YSD\\_AR2016.PDF](http://www.yayasansimedarby.com/clients/Demo_Yayasan_Sime_Darby_970032BC-C2AD-4263-9E03-32332683E920/contentms/img/YSD_AR2016.PDF)
- Sims, J. L., Seymour, G. L., Anderson, B. J. K., & Fairhead. (2003). *African-American exploration in West Africa: four nineteenth-century diaries*. Bloomington: Indiana University Press.
- Starr, F. (1913). *Liberia: Description, History, Problems*.
- Stevens, C. (2014). The Legal History of Public Land in Liberia. *Journal of African Law*, 58(2), 250-265. doi:10.1017/S0021855314000059

- Sustainable Partnership Initiative. (2017). *IIC investigation report, PAC complaints against Sime Darby Plantation, Jinje, Garwula District, Grand Cape Mount County*
- Tubman, W.V.S. (1958). *Speech to Members of the Executive Committee of The True Whig Party*.
- UN Mission in Liberia (UNMIL) (2006). *Human Rights in Liberia's Rubber Plantations: Tapping into the Future*. Retrieved April 21, 2018, from <http://www.refworld.org/docid/473dade10.html>
- Unruh, J. D. (2003). Land tenure and legal pluralism in the peace process. *Peace & Change*, 28(3), 352-377.
- Urey, E.K. (2013). *Actors affecting the administration of rural land tenure a case study of two communities in Bong County Liberia*. University of Wisconsin-Madison.
- Von Braun, J., & Meinzen-Dick, R. S. (2009). *Land grabbing" by foreign investors in developing countries: risks and opportunities*. Washington, DC: International Food Policy Research Institute.
- Ward, T. (2011). The Right to Free, Prior, and Informed Consent: Indigenous Peoples' Participation Rights within International Law. *Northwestern University Journal of International Human Rights*, 10, 54–84.
- Wiessner, S. (2009). The United Nations Declaration on the Rights of Indigenous Peoples. *The Diversity of International Law*, 343–362. <https://doi.org/10.1163/ej.9789004180390.i-676.125>
- William V.S. Tubman Papers, 1904-1992: Laws, 1942-1954. (Series: The Legislative Branch Administrative Files, Liberian Government Papers). (n.d.). Retrieved April 21, 2018, <http://webapp1.dlib.indiana.edu/metsnav3/liberian/#mets=http%3A%2F%2Fpurl.dlib.indiana.edu%2Fiuidl%2Ficp%2Fmets%2FVAB6923-00399&page=1>
- World Bank. (1977). *Liberia: Bong County Development Project* (No. 1307a-LBR). Retrieved from <http://documents.worldbank.org/curated/en/254111468269988236/pdf/multi-page.pdf>
- Wrubel, T. P. (1971). Liberia: The dynamics of continuity. *The Journal of Modern African Studies*, 9(2), 189–204.
- Yacob, S., & White, N. J. (2010). The 'Unfinished Business' of Malaysia's Decolonisation: The Origins of the Guthrie 'Dawn Raid'. *Modern Asian Studies*, 44(5), 919–960. <https://doi.org/10.1017/S0026749X09990308>
- Zagama, B. (2011). Land and Power: *The growing scandal surrounding the new wave of investments in land*. *Oxfam Policy and Practice: Agriculture, Food and Land*, 11(6), 114-164.

## APPENDICES

### 1.0 INTERVIEW CHECKLISTS

#### 1.1 Interview Checklist for Impacted Communities (ICs)

<p><b><i>I. Composition of community</i></b></p> <p>In order to fully understand and appreciate how local people respond to the Sime Darby Concession, I need to understand every groups and sub-groups in the community. This is important because each group or sub-group in the community may have different interests, which may shape their role in accessing resources. This part of my research will be presented to informants in a community meeting that will include elders, women, and men. In such meeting we will use the following points:</p> <ul style="list-style-type: none"> <li>• Autochthonous versus migrants?</li> <li>• Women versus men?</li> <li>• Old/middle-age/ versus youth (young adults)?</li> <li>• Dominant versus minority groups?</li> <li>• Community leadership?</li> </ul>
<p><b><i>II. ICs on Gross Concession Map</i></b></p> <p>As indicated in this proposal, there are instances where local people may not be aware that their land has been given into concession.</p> <ul style="list-style-type: none"> <li>• Is the community aware that it is located within the “mapped concession”?</li> <li>• When the community became aware/who told informed the community?</li> <li>• How do community members feel about their land being granted into concession?</li> <li>• Any resistance/who are involved and why?</li> <li>• Have there been changes in farming as a result of hearing that the land has been granted into concession?</li> <li>• Have there been changes in planting cash crops hearing that the land has been granted into concession?</li> </ul>
<p><b><i>III. Company Negotiation with ICs</i></b></p> <p>This section seeks to understand how concessionaire negotiate with communities, particularly how Free, Prior, and Informed Consent (FPIC) processes work.</p> <ul style="list-style-type: none"> <li>• Has the company started negotiating with the community?</li> <li>• FPIC processes?</li> <li>• Company Promises?</li> <li>• Levels of confident in company promises?</li> <li>• Compensation for tree crops?</li> <li>• Types of tree crops compensated? Processes/criteria for compensating tree crops?</li> <li>• Any proposed Relocation/Resettlement?</li> <li>• Community response to proposed relocation/resettlement?</li> </ul>
<p><b><i>IV. Livelihoods Activities</i></b></p> <p>This section seeks to understand community members’ livelihood practices.</p> <ul style="list-style-type: none"> <li>• Sources of livelihoods?</li> <li>• Farming/gardening/?</li> <li>• Fishing/hunting?</li> <li>• Company contractors/types of work performed/daily wage?</li> <li>• Employment &amp; types of work performed/salary &amp; benefits/Levels of satisfaction with salary &amp; benefits?</li> <li>• Small businesses/who are involved and why?</li> <li>• Men versus women livelihood sources/differences?</li> </ul>
<p><b><i>V. Relationship with Company</i></b></p> <ul style="list-style-type: none"> <li>• Cordial/contentious?</li> <li>• Provision of social services such as hand pumps, wells, schools, roads, etc?</li> <li>• Disputes with companies/mechanisms of disputes settlements?</li> <li>• People for versus against company proposed operations?</li> <li>• Community leadership and levels of confident in leadership?</li> </ul>

## 1.2 Interview Checklist for Dispossessed Communities (DCs)

<p><b><i>I. Composition of community</i></b></p> <p>In order to fully understand and appreciate the impacts of land appropriations and how local people respond to the Sime Darby Concession, I need to understand every groups and sub-groups in the community. This is important because each group or sub-group in the community may have different interests, which may shape their role in accessing resources. This part of my research will be presented to informants in a community meeting that will include elders, women, and men. In such meeting we will use the following points:</p> <ul style="list-style-type: none"> <li>• Autochthonous versus migrants?</li> <li>• Women versus men relative proportion</li> <li>• Old/middle-age/ versus youth (young adults): importance? Labor migration to Monrovia and elsewhere?</li> <li>• Dominant versus minority groups, (i.e. ethnicity, lineage, caste, etc.)</li> <li>• Community leadership (i. e. how do they get their power?)</li> </ul>
<p><b><i>II. Company Negotiation with DCs</i></b></p> <p>This aspect of the interview is to investigate concessionaire ‘entry’ into a community. Even though Liberian laws (prior to the New Land Rights Bill) do not grant rural people land ownership, international regulations on sustainable oil palms requires that oil palm producing companies follow a ‘free, prior, and informed consent’. Additionally, Sime Darby indicates that it employs local people, provide resettlement packages and compensate individuals for cash crops. The topics/questions in this section seek to investigate these ‘benefits’ from the affective communities points of views. These interviews will be conducted in various focus groups discussions.</p> <ul style="list-style-type: none"> <li>• FPIC processes?</li> <li>• Company Promises/fulfilled?</li> <li>• Compensation for tree crops?</li> <li>• Types of tree crops compensated? Processes/criteria for compensating tree crops?</li> <li>• Relocations/resettlement?</li> </ul>
<p><b><i>III. Livelihoods Activities (Before land appropriation and after land appropriations)</i></b></p> <p>In order to fully understand the operations Sime Darby on communities, I will need to investigate livelihoods activities of sub-groups of people in the communities. After getting this broad information of the general livelihoods of the communities, I will do a detailed livelihoods survey of a sample of households in the project affected communities.</p> <ul style="list-style-type: none"> <li>• Sources of livelihoods?</li> <li>• Farming/gardening/“Permitted Farming”?</li> <li>• Fishing/hunting?</li> <li>• Company contractors/types of work performed/daily wage?</li> <li>• Employment &amp; types of work performed/salary &amp; benefits/Levels of satisfaction with salary &amp; benefits?</li> <li>• Small businesses/who are involved and why?</li> <li>• Men versus women livelihood sources/differences?</li> <li>• ‘Out-Growers’/number of persons involved/women versus men involved?</li> <li>• Criteria for becoming out-growers?</li> </ul>
<p><b><i>IV. Relationship with Company</i></b></p> <p>This section is intended to investigate the communities’ present relationship with company.</p> <ul style="list-style-type: none"> <li>• Cordial/contentious?</li> <li>• Provision of social services such as hand pumps, wells, schools, roads, etc?</li> <li>• Disputes with companies/mechanisms of disputes settlements?</li> <li>• People for versus against company operations?</li> <li>• Community leadership and levels of confident in leadership?</li> </ul>

## 1.3 Interview Checklist for Government Officials

<p><b><i>I. Introduction and overview of government policies</i></b></p> <p>This introductory section will highlight the roles of the interviewee. The interviewee roles and broad government policies will set the state for the rest of the questions.</p> <ul style="list-style-type: none"> <li>• Can you say something about your role?</li> <li>• What is the overall policy of government relating to agriculture investment?</li> <li>• Where you involved with Sime Darby negotiation? Can you say something about how that negotiation unfolded?</li> <li>• Where there any opposition to negotiation? If yes, why?</li> </ul>
<p><b><i>II. Out-Growers Program</i></b></p> <p>Part of the concession agreement discusses the setting aside of 44,000 hectares for smallholders out-growers. Questions in this section seek to understand the functioning of the smallholders' out-growers program.</p> <ul style="list-style-type: none"> <li>• Has an area within the concession been delimited yet?</li> <li>• What other steps in the establishment of the program have been completed?</li> <li>• Who is financing it?</li> <li>• How many persons are involved? From what communities? How were they selected to form part of the program?</li> <li>• How many hectares are currently cultivated?</li> <li>• What are the obstacles to this program?</li> <li>• What are potential benefits? Do you have any recommendations moving forward?</li> </ul>
<p><b><i>III. Gross Concession Map</i></b></p> <p>During preliminary analysis of the 'gross concession map', I realized that the map cut through Bopolu, the county capitol of Gbapolu. How can that be? This section seeks to understand how the location of the concession was chosen and what information went into the making of the concession map.</p> <ul style="list-style-type: none"> <li>• How was this map originally drawn?</li> <li>• What criteria were used in selecting the various locations on this map? (Eg. soil testing and suitability, population concentration, remoteness, water bodies, motor roads)</li> <li>• How accurate is the map?</li> <li>• Has this map been verified on the ground with field-level survey work (GPS)?</li> <li>• If so, was this work done in cooperation with government representatives?</li> <li>• Since this original map or original survey work, have modifications to the concession's boundary been required?</li> <li>• I have done an overlay of the map onto Google Earth and found that the boundary here bisects this county seat town – is this consistent with your understanding of where the boundary falls in this county?</li> </ul>
<p><b><i>IV. Permitted Farming</i></b></p> <p>Part of the concession agreement also talks about "permitted farming" (i.e. concessionaire can allow locals to make gardens on concession lands that are not in use).</p> <ul style="list-style-type: none"> <li>• Are there "permitted" farmers within the Concession?</li> <li>• Are these farmers from resettled communities? If so, were the lands that they are now farming, originally part of the community's land? If not, where do these farmers come from?</li> <li>• How many hectares are used for permitted farming? How many persons are benefiting as permitted farmers?</li> <li>• What types of crops are grown? Is there a method for ensuring that these crops are not sold?</li> <li>• Criteria for becoming a permitted farmer? What is the process through which a farmer can apply to become a permitted farmer?</li> </ul>
<p><b><i>V. Community Development Contribution</i></b></p> <p>The concession agreement also discuss the setting up of a "community development fund" to be used by affected communities.</p> <ul style="list-style-type: none"> <li>• Has this development fund scheme been established?</li> <li>• How many communities are currently benefiting?</li> <li>• What are the processes of establishing management team?</li> <li>• Have there been obstacles in implementing this program?</li> </ul>
<p><b><i>VI. Company employment scheme</i></b></p> <ul style="list-style-type: none"> <li>• Does the company employ people from affected communities?</li> <li>• What types of jobs employees from affected communities do?</li> <li>• What is the minimum wage the company offers? Are employees satisfied with salary and benefits?</li> <li>• Contractors? Daily wage?</li> </ul>
<p><b><i>VII. Company negotiation strategies with project affected communities</i></b></p> <p>This section seeks to understand how concessionaire negotiate with communities, particularly how Free, Prior, and Informed Consent (FPIC) processes work.</p> <ul style="list-style-type: none"> <li>• FPIC Processes?</li> <li>• Compensation for tree crops?</li> <li>• Types of tree crops compensated?</li> <li>• Have there been disputes/resistance from PACs?</li> <li>• How were those disputes resolved?</li> <li>• Is there any crop compensation price list for 2010?</li> </ul>

## 1.4 Interview checklist for Company Officials

<p><b>I. Community Resettlement</b></p> <p>In the concession agreement, the company and the government are to resettle some communities. This section follows up the resettlement processes.</p> <ul style="list-style-type: none"> <li>• Method of measuring area of land of community being resettled?</li> <li>• Hectares within a residential area/outside a residential area/both?</li> <li>• Number of communities resettled?</li> <li>• Have resettlement committees been involved in all of these resettlements?</li> <li>• Who on your staff typically serve on these committees?</li> <li>• How has the coordination with the government in identifying resettlement areas worked?</li> <li>• Through the committee, is information about land quality and quantity lost to community provided to the government?</li> <li>• From your perspective, has the resettlement process worked smoothly? Are there sources of delay?</li> </ul>
<p><b>II. Out-Growers Program</b></p> <p>Part of the concession agreement discusses the setting aside of 44,000 hectares for smallholders out-growers. Questions in this section seek to understand the functioning of the smallholders' out-growers program.</p> <ul style="list-style-type: none"> <li>• Has an area within the concession been delimited yet?</li> <li>• What other steps in the establishment of the program have been completed? Who is financing it?</li> <li>• How many persons are involved? From what communities? How were they selected to form part of the program?</li> <li>• How many hectares are currently cultivated?</li> <li>• What are the obstacles to this program? What are potential benefits? Do you have any recommendations moving forward?</li> </ul>
<p><b>III. Gross Concession Map</b></p> <p>During preliminary analysis of the 'gross concession map', I realized that the map cut through Bopolu, the county capitol of Gbapolu. How can that be? This section seeks to understand how the location of the concession was chosen and what information went into the making of the concession map.</p> <ul style="list-style-type: none"> <li>• How was this map originally drawn?</li> <li>• What criteria were used in selecting the various locations on this map? (Eg. soil testing and suitability, population concentration, remoteness, water bodies, motor roads)</li> <li>• How accurate is the map?</li> <li>• Has this map been verified on the ground with field-level survey work (GPS)?</li> <li>• If so, was this work done in cooperation with government representatives?</li> <li>• Since this original map or original survey work, have modifications to the concession's boundary been required?</li> <li>• I have done an overlay of the map onto Google Earth and found that the boundary here bisects this county seat town – is this consistent with your understanding of where the boundary falls in this county?</li> <li>• When were the inhabitants of the concession area informed that the lands they occupied had been granted into concession?</li> <li>• What has been the range of reaction to this information?</li> </ul>
<p><b>IV. Permitted Farming</b></p> <p>Part of the concession agreement also talks about "permitted farming" (i.e. concessionaire can allow locals to make gardens on concession lands that are not in use).</p> <ul style="list-style-type: none"> <li>• Are there "permitted" farmers within the Concession?</li> <li>• Are these farmers from resettled communities? If so, were the lands that they are now farming, originally part of the community's land? If not, where do these farmers come from?</li> <li>• How many hectares are used for permitted farming? How many persons are benefiting as permitted farmers?</li> <li>• What types of crops are grown? Is there a method for ensuring that these crops are not sold?</li> <li>• Criteria for becoming a permitted farmer? What is the process through which a farmer can apply to become a permitted farmer?</li> </ul>
<p><b>V. Community Development Contribution</b></p> <p>The concession agreement also discuss the setting up of a "community development fund" to be used by affected communities.</p> <ul style="list-style-type: none"> <li>• Has this development fund scheme been established?</li> <li>• How many communities are currently benefiting?</li> <li>• What are the processes of establishing management team?</li> <li>• Have there been obstacles in implementing this program?</li> </ul>
<p><b>VI. Company employment scheme</b></p> <ul style="list-style-type: none"> <li>• Does the company employ people from affected communities?</li> <li>• What types of jobs employees from affected communities do?</li> <li>• What is the minimum wage the company offers? Are employees satisfied with salary and benefits?</li> <li>• Contractors? Daily wage?</li> </ul>

**VII. Company negotiation strategies with project affected communities**

This section seeks to understand how concessionaire negotiate with communities, particularly how Free, Prior, and Informed Consent (FPIC) processes work.

- III. FPIC Processes?
- IV. Compensation for tree crops?
- V. Types of tree crops compensated?
- VI. Have there been disputes/resistance from DCs? How were those disputes resolved?

**2.0 LOCAL EVENTS CHRONOLOGY (LEC)**

This form will be used to develop a local event chronology for each study area. Such a chronology links local events to particular years by talking to key informants. Such an event chronology will prove useful to bracket the time period during which particular events or changes occurred. A major focus of the interview should also focus on major agriculture events particularly companies that have occupied the study areas since 1954 when the first major agriculture concession was signed. Working will form the basic template with a small group of key informants. I will attempt to date the succession of local leadership (village chiefs, district authorities, major land clearings. ...etc.) in relation to widely-known national events. Such leadership successions are important since most people can remember who was the village chief when a particular event occurred. These dates of leadership succession along with the dates of national events will provide the basis from which to identify during which time periods particular land-use and policy changes occurred or when certain events (diseases, famines, wars ...etc) occurred. I will make every attempt to populate the more recent time period with a density of 5-year events

District: \_\_\_\_\_

Chiefdom: \_\_\_\_\_

Clan: \_\_\_\_\_

Community: \_\_\_\_\_

Community: \_\_\_\_\_

**Local Event Chronology**

Names of informants:

\_\_\_\_\_

\_\_\_\_\_

YR	Name of the event (plus a description if necessary)
2014	Ebola hit Liberia
2010	Sime Darby-Liberia Land appropriations begin
2009	Sime Darby entered into a 63-year Concession Agreement
2005	Election that brought President Ellen Johnson Sirleaf into power
2003	End of War
1989	Start of Wars
1985	National Elections/Guthrie takes over BF Goodrich
1980	President Tolbert Killed
1970	President Tubman died in office
1954	BF Goodrich Company

### 3.0 SOCIO-PROFESSIONAL GROUPS (FORM SPG)

I will meet with the village chief and other elders in the village to identify the principal socio-professional groups within the village and its immediate surroundings (groups distinguished by villagers with respect to ethnicity, livelihood strategy, cast, or lineage). I am interested in the categories used by villagers for distinguishing difference within the village population. I do not seek to identify small groups. Each group listed on this form should be comprised by at least 8-10 households.

List all socio-professional groups in the village in the second column (C2) of the table. After writing the names of the socio-professional groups, write a 2-letter acronym for the each socio-professional in the first column (C1). These will be the codes for the socio-professional groups. Ask informants to classify each socio-professional group as small, medium, or large in relation to other socio-professional groups of the community immediately prior to land clearing (for DCs) and in 2010 (for ICs) by Sime Darby in the following ways:

Column (C3): the size of land holding

Column (C4): the number animal holding

Column (C5): the wealth status

Action Site \_\_\_\_\_ Community \_\_\_\_\_ Date \_\_\_\_\_

2-letter acronyms Code # (C1)	Name of Socio-professional groups (C2)	Socio-professional groups broad status		
		Prior to land clearing by Sime Darby		
		Land holding (C3)	Animal holding (C4)	Wealth holding (C5)
		(Small =S, medium =M, large=L)		

#### 4.0 HOUSEHOLD SAMPLING FRAME

After completing the social professional group form, ask the same informants (village chief and other elders) if there exists a list of the resident households

useholds (explain what a household means-group of people eating from the same pot) in the village (including hamlets around the village). If yes, copy the list using the name of the household head (column 2 (C2) of the table). I am interested in the households who reside in the village territory even if they pay their taxes elsewhere. Exclude those who are taxed in the village but who are no longer resident. Confirm that these households share a common field. If there is not a list of resident households, ask for the names of all household heads for each socio-professional group, writing these in column (C2). A proportional stratified sample will be collected from each of the household category on this form.

Column (C1) is already filled with consecutive numbers starting with 1. These numbers serve as the code for the family in question.

For each household, write the code for its socio-professional group in column (C3) (two letters in column 1 of form SPG). Ask informants to classify each household as small, middle, or large in relation to other members of the village immediately prior to the household land appropriations (DCs) and in 2010 (for ICs) and if any member(s) of the household work for the Sime Darby company in the following ways:

Column (C4): the size of the household in terms of the number of people living in the household immediately prior to household land clearing (for DCs) and in 2010 (for ICs)

Column (C5): the economic status or general level of wealth of the household immediately prior to household land clearing (for DCs) and in 2010 (for ICs)

Column (C6): the amount of land cultivated by members of the household immediately prior to household land clearing (for DCs) and in 2010 (for ICs)

Column (C7): Any member of the household working for Sime Darby (SD Job)

Normally, one would expect approximately a third of households for each of these categories to be small, another third to be middle and the last third to be large.

Action Site \_\_\_\_\_ Community \_\_\_\_\_ Date \_\_\_\_\_

Code # (C1)	Household (Name of Household Head) (C2)	Socio-Group (C3)	Household characteristics (Immediately prior to land clearing by Sime Darby (DCs) and in 2010 (ICs))			
			Size (4)	Wealth (C5)	Land Cultivated (C6)	SD Job (C7)
			(Small =S, middle =M, large=L)			
1						
2						

## 5.0 HOUSEHOLD SURVEY

## Interviewee Profile &amp; Household demography

Respondent's Sex: Male  Female  Community: \_\_\_\_\_

Questions/Instructions	Responses
1. What is your age?	18-35 years <input type="checkbox"/> 36-60 years <input type="checkbox"/> Above 60 years <input type="checkbox"/>
2. Are you married?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Have you attended school before?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, go to 6)
4. If yes, what is the highest level of school you completed?	Elementary <input type="checkbox"/> Junior High <input type="checkbox"/> High School <input type="checkbox"/> Higher <input type="checkbox"/>
5. Was your father born in this community?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Were you born in this community?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, go to 9)
7. If you were not born in this community, how long have you been living in this community?	Since Tubman's time (prior to 1970) <input type="checkbox"/> Since Tolbert's time (1970s) <input type="checkbox"/> Since Doe's time (1980s) <input type="checkbox"/> During the war (1990-2003) <input type="checkbox"/> After the War (2004-2010) <input type="checkbox"/> Since Sime Darby came (2011-present) <input type="checkbox"/>
8. How many people live in your household today (2016) (e.g. spouse, children, mother, father, unmarried sisters, young brothers, others)?	< 12 years _____ ≥ 12 years _____

## Household Assets (Land)

9. Since 2010 have you lost all or parts of your household land?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, go to 27)	
13. If yes, when did you loose all or part of your household land?	Year land cleared: _____	
14. Describe the circumstances that led to you loosing your household land.	<i>Write everything said, taking notes in your notebook</i>	
15. What fields did your household or its individual family members have rights to ( <i>define what you mean by rights</i> ) at the time just before Sime Darby coming (2010)? ( <i>Give estimate of number tins produced</i> )	Field 1 (_____ tins) Field 2 (_____ tins) Field 3 (_____ tins)	Field 4 (_____ tins) Field 5 (_____ tins) Above Field 5 (_____ tins)
16. Which of these fields does your household or its members still have access to farm today? ( <i>Write the fields in the space provided</i> )		
17. Of the fields that your household or its members no longer have access to farm, explain the reason for losing access (e.g. Sime Darby appropriation, sale, household split...etc.) ( <i>Write additional explanation in your notebook</i> )	Field(s):	Reason(s):
18. Did your household or its members acquire land since the coming of Sime Darby 2010?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, go to 27)	
19. If yes, what year? 19B. Where is the land located?	Year:	Location:
20. If yes, is its extent demarcated? How large is the plot?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Size of plot(s):
21. What is the tenure status ( <i>define what you mean by tenure status</i> ) of this land?	<i>Write answers in your note notebook</i>	

<p><b>22.</b> Do you still have access to this land? If no, explain <i>(Write answers in your notebook)</i></p>	<p>Still access?    Yes <input type="checkbox"/>    No <input type="checkbox"/></p>
---	---

### Household Assets (Other)

The goal of these series of questions is try to understand how household's wealth (excluding land) has changed since land appropriation. Non-land assets (assets that can be sold in times of hardship) include: land, livestock, motorcycles, plows, etc.

#### Livestock

<p><b>23.</b> At the time of Sime Darby coming (2010), approximately how many livestock did you or someone in your household own?</p>	<p>None <input type="checkbox"/>  _____ Chickens    _____ Sheep  _____ Goats    _____ Others:</p>
<p><b>24.</b> Today (2016), approximately how many livestock do family members own?</p>	<p>None <input type="checkbox"/>  _____ Chickens    _____ Sheep  _____ Goats    _____ Others:</p>
<p><b>25.</b> What explains the changes (gains or losses) between Sime Darby coming and now? <i>(Write additional explanation in your notebook)</i></p>	
<p><b>26.</b> If any livestock sale during this period, what are the reasons? <i>(Write additional explanation in your notebook)</i></p>	
<p><b>27.</b> What are the sources of cash for any purchases during this period? <i>(Write additional explanation in your notebook)</i></p>	

#### Other assets

<p><b>28.</b> At the time of Sime Darby (2010) coming, what assets other than land or livestock were held by household members? <i>(Write additional explanation in your notebook)</i></p>	
<p><b>29.</b> Today, which of these assets are still held by household members? <i>(Write additional explanation in your notebook)</i></p>	
<p><b>30.</b> Have other assets been acquired? <i>(Write additional explanation in your notebook)</i></p>	
<p><b>31.</b> What explains the changes (gains or losses) between Sime Darby coming and now? <i>(Write additional explanation in your notebook)</i></p>	
<p><b>32.</b> If any asset sale during this period, what are the reasons? <i>(Write additional explanation in your notebook)</i></p>	

33. What are the sources of cash for any purchases during this period? <i>(Write additional explanation in your notebook)</i>	
--	--

**Indebtness (negative/positive asset)**

	# of Loans	# of Debts
34. At the time of Sime Darby coming (2010), did you or other members of the household hold any outstanding loans (to others) or debts? How many? <i>(Just seek the # of individual loans rather than the cash amount which would be sensitive)</i>	a	b
35. Today, do you or other members of the household hold any outstanding loans (to others) or debts? How many? <i>(Just seek the # of individual loans rather than the cash amount which would be sensitive)</i>	c	d
36. How many of the debts held at beginning of land appropriation have been resolved (repaid)?	e	
37. How many new debts have been incurred. <i>Please write in your notebook what the reasons for incurring new debt?</i>	f	
38. How many of the outstanding loans held at beginning of Sime Darby coming (2010) have been resolved (repaid)?	g	
39. How many new loans have been created? <i>Please write in your notebook what was the source of income that has allowed you to make these loans?</i>	h	
40. Total explained changes since land appropriation	a+h-g (should equal c)	b+f-e (should equal d)

**Food Security/Insecurity**

41. Over the last two years (2014, 2015) have you made farm?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, go to 50)
--	--

42. Was your food harvest over the last two agricultural seasons (2014, 2015) sufficient (enough) to feed your household in starches (major food, i.e. cassava and grain rice) over the subsequent year?	
Harvest of 2014	Harvest of 2015
Sufficient? Yes <input type="checkbox"/> No <input type="checkbox"/>	Sufficient? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes to both 2014 & 2015, go to 50)

43. If no, these harvests were sufficient (enough) to supply approximately how many months of your household needs in 2014-2015 and 2015-2016?	
Harvest of 2014	Harvest of 2015
Months	Months

<b>44.</b> In cases where harvests were insufficient (not enough), how was the difference made-up? The source of dollar for purchased food should be noted.		
	Harvest of 2014	Harvest of 2015
How difference made up?	Purchase <input type="checkbox"/> Eating less <input type="checkbox"/> Gift <input type="checkbox"/> Others _____	Purchase <input type="checkbox"/> Eating less <input type="checkbox"/> Gift <input type="checkbox"/> Others _____
<b>44B.</b> Source of \$		Source of \$

<b>45.</b> Since 2015, how have you obtained the necessary grain or starch (food) to feed your household?				
Type of grain/starch	Quantity (kg, bundles...etc.)	Month of acquisition	Mode of acquisition (harvest, purchase, trade, loan, gift)	Source of money

<b>46.</b> Is it difficult to find enough food for your household?	Yes <input type="checkbox"/> No <input type="checkbox"/> ( <i>If no, go to 53</i> )
--	---

**47.** If yes, why is it difficult for your household to find enough food? *Check all that apply and rank ("1" being the most significant reason for household food insecurity) them if more than one answer is given.*

Reasons for household food insecurity	Rank
Nobody in our house working for Sime Darby <input type="checkbox"/>	
Somebody in our house working for Sime Darby but does not make enough money <input type="checkbox"/>	
We do not have land to make farm <input type="checkbox"/>	
We do not have any big person to work <input type="checkbox"/>	
We do not have any source of income <input type="checkbox"/>	
Other:	

48. Compare to the time before the arrival of the Sime Darby Company, are there food shortages in this community?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, go to 56)
---	--

49. If there are food shortages in this community, which families do you think are the most vulnerable to food shortages? (This should be posed as an open question. If several family types are mentioned, they should be ranked in terms of their vulnerability -- "1" being most vulnerable).		
Family Type associated with food insecurity	Rank	
Families that do not have anybody working for Sime Darby <input type="checkbox"/>		
Families that do have somebody working for Sime Darby <input type="checkbox"/>		
Families that do not have land to farm <input type="checkbox"/>		
Families who lack men who have left on labor emigration <input type="checkbox"/>		
Small families who lack adult workers <input type="checkbox"/>		
Outside families without kinship ties in the village <input type="checkbox"/>		
Families who lack cash income <input type="checkbox"/>		
Families who lack a diversity of income sources <input type="checkbox"/>		
Other:		

50. Would you please explain the reasons for your response to question above? Record answers in your notebook.

51. In order to reduce food insecurity in this community, what are possible development programs that would be most effective? (This should be posed as an open question. If several programs are mentioned, they should be ranked in terms of their effectiveness "1" being most effective).

Type of Programs	Rank
Sime Darby should promote permitted farming <input type="checkbox"/>	
Sime Darby should promote the out growers program <input type="checkbox"/>	
There should be land available for people to farm <input type="checkbox"/>	
Sime Darby should provide jobs <input type="checkbox"/>	
Improve access to credit <input type="checkbox"/>	
Government should support farmers	
Others:	

52. Would you please explain the reasons for your response to question above? Record answers in your notebook.

**Livelihood Strategies**

<b>53.</b> What livelihood activities of the household have changed before (B4: i.e. before Sime Darby coming (2010)) and currently (2016: i.e. at present/now)? In term of income, rank (1 being most important and 5 being least important) the livelihood activities that were most important to providing food to your family just before the land clearance and today.				
<i>Livelihood activities (used before land appropriation and currently). Check (X) all that apply and rank your answers from 1 (highest source of income) to (5 least source of income)</i>	Changes in livelihoods Activities & Ranking			
	B4 SD Coming (2010)	2016/now	Rank (1-5)	
			B4 SD Coming (2010)	2016/now
Rice Farming				
Cassava farming				
Tree Cropping				
Gardening				
Livestock rearing				
Collection of Forest products				
Hunting				
Fishing				
Traditional Healing				
Teaching				
Blacksmith				
Carpenter				
Tailor				
Weaver				
Skilled wage/salaried work				
Merchant/trader				
Masonry				
Burning Coal				
Other: _____				

<b>54.</b> You indicated that in 2015-16, your family was involved with ( <i>check all that apply</i> ) Rice Farming <input type="checkbox"/> Cassava farming <input type="checkbox"/> Tree Cropping <input type="checkbox"/> Gardening <input type="checkbox"/> Livestock rearing <input type="checkbox"/> Collection of Forest products <input type="checkbox"/> Hunting <input type="checkbox"/> Fishing <input type="checkbox"/> Burning coal <input type="checkbox"/> . Where were /are you doing these activities?	
Circle one letter	Name the specific location
Outside the Sime Darby land clearing    A	
Inside the Sime Darby land clearing    B	
Both A & B    C	

<b>55.</b> If the livelihood activities are taking place inside the concession area, did you ask any big person from the Sime Darby Company for the place?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

<b>56.</b> Are there any reason(s) for your answer given above? ( <i>Write answers in your notebook</i> )
---

<b>57.</b> If you asked any big person from the company for the place, did you pay him/ or her anything?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

<b>58.</b> If you paid him/her anything, what did you pay? _____
--

<b>59.</b> Do you or someone in your household work for the Sime Darby Company?	Yes <input type="checkbox"/> No (If no end here) <input type="checkbox"/>
---	---

<b>60.</b> If yes, what is the person employment status?	Employee <input type="checkbox"/> Contractor <input type="checkbox"/> General worker <input type="checkbox"/>
--	---

<b>61.</b> If you or someone in your household works for the Sime Darby Company, what work do you/the person does?	Causal labor <input type="checkbox"/> Professional <input type="checkbox"/>
--	---

<b>62.</b> How much money do you or the that person make per month doing the type of job you mentioned in the question above? _____
---

## 6.0 CONSENT FORM

### UNIVERSITY OF WISCONSIN-MADISON

#### Research Participant Information and Consent Form

Hello, you are invited to take part in a University of Wisconsin-Madison study that talks about big agriculture agreements, how rural people react to these big agriculture agreements that give big land to companies, and how people get land, particularly in and around the Sime Darby company area. The reason why you have been asked to take part is because you are from this community and some people from this community will answer these questions. The main reason for this study is to understand the history behind these big agriculture companies and how local people react to these big companies. This study will include big (adults) people in this community and will include women, men and elders. It will also include some big people in the government and some big people in the Sime Darby Company. This study will take place in 6 villages in and around the Sime Darby Company area.

Once you agree to take part in this study, you will be asked to answer some questions on the Sime Darby Company particularly how people in this community react to this company. The time you will spend in answering these questions will be 30 minutes and no more.

There are some risks for taking part in this study but these are considered minimal. Some questions may make you think too much and perhaps feel bad particularly when you are thinking about some of the old things that happened before. But you are free to say you do not want to answer this question or that one and we will just leave that one and go to other questions.

There is no direct benefit to you.

This study is a student project. Once finished, findings will be submitted to the University of Wisconsin-Madison and the Land Commission. No particular individual or place will be identified in these reports. Only those general things that people say about land and big agriculture companies will be in the report and your name will not be in the report. As with all studies, there is a chance that protecting people's privacy can be difficult. However, we are taking safety measures to reduce this risk or threat. One measure we will take will be to tie all written documentation of all interviews not to people's names but to a number assigned to each person. The computer file linking a person's name to assigned number will be encrypted (that is information will be kept in secret codes on computer and only those who doing the study will have access to it).

**You may agree to take part in this study or you may refuse to take part. In any case, nothing will happen to you.**

You have any question? Do you agree for me to ask you?

Participant name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Note: Ask for oral consent to non-literate participants)

-----  
-----


You may ask any questions about the research at any time. If you have questions about the research after you leave today you should contact Jeanette Carter (contact number: 088-053-7870) who works with the University of Liberia and the Land Commission of Liberia. She will help answer questions or she may refer you to the researchers (Emmanuel Urey, (0016082164389) or Matt Turner (001-608-262-2465) or the Institutional Review Board (IRB) at the University of Wisconsin- Madison. You may also contact them or the IRB Office directly on 001-608- 263-2320

## 7.0 TABLE OF AGRICULTURE CONCESSIONS AS COMPILED BY BUREAU OF CONCESSIONS

No.	Concession	Date of Concession	Life of Concession (Years)	Acreage Granted	Acreage Used	Acreage Unused	% of Land Used	% of land Unused	Annual Surface Rental Rate/ Acre /Yr. (US\$)
1	Firestone (Rubber)	March 31, 2008	33	118,990	118,990	0	100	0	2.00
2	Liberian Agricultural Co. (Rubber)	March 23, 1959	70	600,000	81,350	518,650	13.56	86.44	0.06
3	Cavalla (Rub. & Oil Palm)	Aug. 17, 2011	50	74,100	20,000	54,100	26.99	73.01	2.00
4	Salala Rubber Company (Rubber)	Aug. 1, 1959	70	100,000	23,000	77,000	23.0	77.0	0.06
5	LIBCO (Cocopa) Rubber	Dec. 17, 1949	80	100,000	25,000	75,000	25.0	75.0	0.06
6	Sime Darby (Rub. & Oil Palm)	April 30, 2009	63	768,631	30,909	737,722	4.02	95.98	2.03
7	Maryland Oil Palm Plantation	Aug. 17, 2011	25	21,736	10,872	10,864	50.0	50.0	2.00
8	Golden Veroleum Liberia (Oil Palm)	Sept. 2, 2011	65	543,400	308	543,092	0.06	99.94	2.03
9	LIBINCO (Equatorial Palm Oil)	Aug. 6, 2008	50	34,000	7,000	27,000	20.59	79.41	2.00
10	LFP (Oil Palm)	Aug. 6, 2008	50	19,795	3,000	16,795	15.56	84.44	1.00
11	*Sinoe Rubber Corp. (Rubber)	July 1952	80	50,000	N/A	N/A	N/A	N/A	0.06
12	*ADA/LAP Commercial Inc. (Rice)	June 22, 2008	20	37,050	N/A	N/A	N/A	N/A	2.03
13	*NOVEL Liberia Inc. (Rice)	July 8, 2008	20	5,000	N/A	N/A	N/A	N/A	
<b>Land Use</b>				2,472,702	320,429	2,060,223	278.78	721.22	

8.0 PRICE LISTS

8.1 Price List (2009) without Method of Calculation



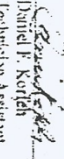
**REPUBLIC OF LIBERIA**  
**MINISTRY OF AGRICULTURE**  
**P.O. BOX 10-9010**


The Ministry of Agriculture wishes to announce the following prices for claims compensation for expropriated/damaged major tree crops for 2009.

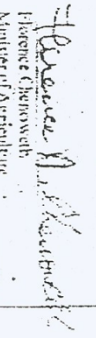
Major Tree Crops and Price per Tree by Maturity  
 (United States Dollar)

Tree Crops	Price/Mature/Tree 1/	Price/Pre-Mature Tree 2/
Rubber	\$6.00	\$3.00
Cocoa	\$6.00	\$3.00
Coffee	\$6.00	\$3.00
1/ Citrus	\$6.00	\$3.00
Coconut	\$6.00	\$3.00
Kola	\$6.00	\$3.00
Avocado	\$6.00	\$3.00
breadfruit	\$6.00	\$3.00
Oil Palm	\$6.00	\$3.00
Plantain	\$3.00	\$1.50
Pineapple	\$2.00	\$1.00
Sugar cane	\$120.00 / acre	\$60.00
Cassava	\$80.00 / acre	\$40.00

1/ If applicable (e.g. Rubber) or bearing (e.g. Coconut)  
 2/ If applicable or unbearing

  
 Daniel F. Korfeh  
 Technician Assistant

  
 James H. Logan  
 Deputy Minister Planning & Dev. - MOA

  
 Florence Eshonveth  
 Minister of Agriculture

A 11/1/14

## 8.2 Price List (2013) with Method of Calculation

PRICE ANALYSIS: ECONOMIC CROPS DAMAGED DURING DEVELOPMENT PROJECTS

1. **RUBBER:** On average, there are 180 trees per acre which on average produce 1.5 wet tons per month. Therefore, 1 tree produces 0.008 wet ton per month. Sold at the average rate of US\$1,020 per wet ton, 0.008 wet ton sells at US\$8.16 per month. Therefore, 1 rubber tree is worth US\$8.16 X 12 months = US\$97.92.
2. **COCOA:** On average, 1 tree yields 5.28 kilo grams (kg) of beans per year; sold at US\$1.14 per kg = US\$6.02 per year
3. **COFFEE:** On average, 1 tree yields 5 kg beans per year; sold at US\$1.49 per kg = US\$7.45 per year
4. **GRAPE FRUIT:** On average, 1 tree yields 300 fruits per year; sold at LD10 (US\$0.14) per fruit = US\$42 per year
5. **LIME:** On average, 1 tree yields 800 fruits per year; sold at LD5 (US\$0.07) per fruit = US\$56 per year
6. **ORANGE:** On average, 1 tree yields 600 fruits per year; sold at LD10 (US\$0.14) per fruit = US\$84 per year
7. **LEMON:** On average, 1 tree yields 300 fruits per year; sold at LD10 (US\$0.14) per fruit = US\$42 per year
8. **TANGERINE:** On average, 1 tree yields 400 fruits per year; sold at LD10 (US\$0.14) per fruit = US\$56 per year
9. **MANGO:** On average, 1 tree yields 800 fruits per year; sold at LD10 (US\$0.14) per fruit = US\$112 per year
10. **KOLA:** 1 tree yields on the average 1200 nuts per year at LD5 (US\$0.07) per fruit = US\$84 per tree
11. **AVOCADO:** On average, 1 tree yields 200 fruits per year; sold at LD25 (US\$0.34) per fruit = US\$68 per year
12. **BREAD FRUIT/NUTS:** On average, 1 tree yields minimum 200 fruits per year; sold at LD20 (US\$0.27) per fruit = US\$54.05 per year
13. **OIL PALM:** On average, 1 tree yields 10 fresh fruits bunches (ffb) per year; sold at LD125 (US\$1.69) per ffb = US\$16.90 per year/tree
14. **PLANTAIN/BANANA:** 1 tree yields 1 bunch of fruits per year; sold at LD125 (US\$1.69) per fruit = US\$1.69 per year / tree
15. **PINEAPPLE:** 1 head of fruit per year at the average costs of LD75 (US\$1.01) per cycle = US\$1.01 per cycle
16. **PAWPAW:** On average, 1 tree yields 15 fruits per year; sold at LD75 (US\$1.01) per fruit = US\$15.15 per year

PRICE ANALYSIS: ECONOMIC CROPS DAMAGED DURING DEVELOPMENT PROJECTS

17. **Roots & Tubers (cassava, eddoes, potatoes, yam, etc):** On average, 1 Stand yields 6 tubers; sold at LD75 (US\$1.01) per pile of 6 = US\$1.01 per stand
18. **SUGAR CANE:** On average, 1 Hill yields 7 Stands; sold at LD40 (US\$0.54) per stand = US\$0.54 per stand
19. **SOUR SAP:** On average, 1 tree yields 15 fruits per tree; sold at LD75 (US\$1.01) = US\$15.15 per year
20. **Rice:** On average, one (1) hectare yields 3 Tons of paddy; therefore one (1) acre yields 1.2 Tons which is equivalent to 1,200kg. Sold at US\$20.00 per 50kg bag,  $1,200\text{kg}/50 = 24 \times \$20.00 = \text{USD}480$  per acre.
21. **GUAVA:** On average, 1 tree yields LD750.00 (US\$10.14) worth of fruits per year = US\$10.14 per year
22. **GOLDEN PLUM:** On average, 1 tree yields LD1,500.00 (US\$20.27) worth of fruits per year = US\$20.27 per year
23. **Vegetables-Fruity (pepper, bitter ball, egg plant, okra):** On average, 1 plant yields LD400 (US\$5.40) per cycle = US\$5.40 per cycle
24. **Vegetables-leafy (collard greens):** On average, 1 stand yields LD500 (US\$6.76) worth of greens per cycle = US\$6.76 per cycle
25. **Vegetables-leafy (cabbage, lettuce, mustard, etc):** On average, 1 head of cabbage costs LD50 (US\$0.68) per cycle = US\$0.68 per cycle
26. **CORN:** On average, 1 stand yields 1 ear of corn; sold at LD30 (US\$0.41) = US\$0.41 per stand
27. **COTTON:** On average, 1 stand/Tree yields LD740 (US\$10.00) worth of cotton per cycle = US\$15.00 per stand

## 9.0 IMPACTED COMMUNITIES RECOMMENDATIONS TO SIME DARBY

### Proposal from the Twelve (12) effected communities with in the Sime Darby Concession are in Bomi County, Republic of Liberia

March 28<sup>th</sup> 2013

Gorbla Clan and surrounding communities with in the Sime Darby concession areas in Bomi County, Republic of Liberia would like to propose the following preliminary conditions for bilateral discussions, to ensure a fair and secure outcome. This will also help Sime Darby and the communities to move towards a plan for an amicable solution of the complaints and grievances of the communities.:

1. Sime Darby recognizes and accepts that it must respect both the legal and customary rights in the land and natural resources of the communities both in the former BF Goodrich Rubber concession and proposed development areas with in those communities not planted in rubber.
2. Sime Darby accept that participatory mapping must be carried out to clarify the extent of community lands and their overlap with Sime Darby's current and proposed developments, in accordance with a participatory process designed, agreed and implemented with local communities, in accordance with their right to free, prior and informed consent.
3. Sime Darby accepts that the communities have the right to Free, Prior and Informed Consent which includes the communities' right to accept or reject development on their lands if they find it disadvantageous, or agree amended proposals acceptable to communities. They have the right to say 'yes' and the right to say 'no' and therefore also to negotiate an outcome acceptable to them.
4. Sime Darby accepts that all future Social, Environmental and High Conservation Value (HCV) impact assessments are carried out in a participatory, accountable, consultative and transparent way. Since previous and past assessments were not carried out by B.F Goodrich or Sime Darby in this way or may not have been adequate, new assessment processes are

needed and must be carried out to resolve the deficiencies in all previous social, FPIC, environmental and HVC assessments.

5. Sime Darby discloses its tenurial/licensing arrangements with the Government and the other terms and conditions of the concession agreement between Sime Darby and the Government, and consults with the communities on the impact of these tenurial/licensing arrangements and all other terms and conditions. Wherever necessary Sime Darby must propose amended terms and conditions to the Government of Liberia, where the community raises concerns about terms and conditions that are arguably contrary to communities' customary and/or legal rights.
6. It is agreed that communities can seek legal and other counsel on the implications of these arrangements for their rights and livelihoods and that Sime Darby are expected to cover such costs.
7. In due course Sime Darby makes clear what is proposed in terms of compensation for the impacts of previous and current clearing and planting work, destructions of towns and villages by B. F. Goodrich, desecration of shrines and burial grounds by B.F Goodrich, water sources B. F. Goodrich, natural resources damages by B. F. Goodrich, crop destruction by B. F. Goodrich, employment, benefit sharing, profit sharing, leasing, community services and / or smallholder schemes.
8. These compensations could take the form of good road( asphalt) network with in the communities, Guest houses in every major town, Scholarship funds for elementary, junior, high schools and universities, subsidies and educational support for schools with in the communities intensive agriculture project where local community member can grow their own food, nutritional and medical support for the elderly and the most vulnerable in the communities, vocational training( electrical, mechanic, plumbing, carpentry, etc...), employment opportunities, alternative drinking water sources, etc...
9. Sime Darby clarifies who will negotiate on behalf of Sime Darby and who will have the authority to reach agreements.

10. Communities reserve the right to designate or appoint their representatives on the communities Development Funds as established by the Concession Agreement between the Government of Liberia and Sime Darby.

11. All meetings are minuted and minutes shared for mutual agreement before being accepted.
12. A mutually agreed facilitator is chosen for each meeting and/or all meetings are co-chaired.
13. The communities have the right to choose which persons and / or organizations represent them or provide them with legal, organizational and other technical support, taking account of the fact that the investments will affect more than one village and different villages should have the freedom to reach different decisions about the desirability of the investment.
14. The communities have the right to be freely accompanied by legal advisers, community support organizations or NGOs of their choice, and have the right to exclude from meetings any third parties that they perceive as coercive or inhibiting.
15. The details of a mutually agreed process for the negotiation is the first step of the bilateral engagement between Sime Darby and the communities
16. With reference to addressing the issues of land deals and the communities consent for use of the land, the communities are proposing various options such as annual leasing, land for small holder scheme, land for production sharing, land for revenue sharing, land for co-management, etc...
17. The agreements reached in accordance with a mutually agreed process are binding on the parties to that process.
18. As part of any agreement (and if any investment goes ahead) a joint monitoring team or process is also agreed which can monitor compliance.
19. To forestall any disagreements escalating into future conflicts a mutually agreed grievance process will be decided on.

In accordance with our desired to bring development to the 12 effected communities, we affixed our signature to this document

Signed:

1. Golodee Lansana: Laine Brown
2. Malema Gorblah Town: Sylvester V. Taylor
3. Family Town: Shelley Dawda
4. Gbah Jarkeh Town: Mane-A
5. Brown Village Town: Blash
6. Garnodean Town: J. Kingston Payne
7. Gayah Hill Town: James S. Sambo
8. Vaigbea Town: Albert B. Sek Jr.
9. Jawajah Town: Boaka Quaye
10. Moore Town: S. Nelson
11. Damah Town: Samuel C. Gibson
12. Basao Town: Arthur F. Domo

## 10.0 LETTERS

## 10.1 Nelson Institute Recommendations



May 13, 2016

To Whom It May Concern:

This is to introduce Mr. Emmanuel K. Urey, a Liberian and a PhD Candidate in our Environment & Resources Program at the Nelson Institute for Environmental Studies, University of Wisconsin (UW)-Madison. Mr. Urey's dissertation research, "*The Political Ecology of Land and Agriculture Concessions in Liberia*" seeks to investigate the history of agriculture concessions, local people response to agriculture concessions, land tenure, food security and livelihood strategies of communities who are either impacted by agriculture concessions or are threatened by this model of economic development. He has chosen the Sime Darby Agriculture Concession in Liberia as a case study. Such research is not only relevant for policy development in Liberia, it also contributes to general knowledge. On behalf of our graduate program, I am kindly asking you to give Mr. Urey any assistance that will enable him conduct his study.

Kind regards,

A handwritten signature in black ink, appearing to read 'J Miller'.

Jim Miller  
Graduate Program Advisor  
Nelson Institute for Environmental Studies  
University of Wisconsin-Madison  
608-263-4373  
jemiller@wisc.edu

**Nelson Institute for Environmental Studies**

University of Wisconsin-Madison Science Hall 550 N Park Street Madison, WI 53706 nelson.wisc.edu  
Director's Office Phone: 608-265-5296 Fax: 608-262-0014  
Academic Programs Office Phone: 608-262-7996 Fax: 608-262-2273

## 10.2 Ministry of Internal Affairs Recommendation



REPUBLIC OF LIBERIA  
**MINISTRY OF INTERNAL AFFAIRS**

Capitol Hill, P. O. Box 9008  
 1000 Monrovia, 10 Liberia



OFFICE OF THE MINISTER

**M/MIA-RL/1125/203/'16**

July 4, 2016

Dear Sir or Madam:

This comes as a recommendation on behalf of Emmanuel K. Urey, a Ph.D. Candidate in Environment & Resources at the University of Wisconsin-Madison, USA currently in the country during research.

Mr. Urey's research seeks to investigate the history of agriculture concessions in Liberia, local people response to agriculture concessions and the impacts of this model of economic development on local people. Through his study, Mr. Urey work has supported the work of the Liberian government through relevant policy formulation.

As the Liberian government continues to work to ensure equal access of land to all Liberians, ensure environmental sustainability, we believe that Urey's current research project will provide useful information that will help inform policy development in the agriculture and concession sector.

Mr. Urey along with two research assistants will be working in the Sime Darby-Liberia Concession area.

In view of the above, the Ministry of Internal Affairs asks that you please give Emmanuel and his team the necessary assistance to carry out his research.

Sincerely,

Hon. Henrique F. Tokpa, Ph.D.

**MINISTER**

## 10.3 Interim Land Task Force Recommendation



Office of the Chairman

**Interim Land Task Force**Goodridge Building, Jallah Town Road  
Between 8<sup>th</sup> & 9<sup>th</sup> Streets, Sinkor  
Monrovia, LiberiaCell #: +231-886-510-772  
+231-880-836-509

June 20, 2016

The Manager  
Sime Darby-Liberia Concession  
Monrovia, Liberia

Dear Sir or Madam:

This comes as a recommendation on behalf of Emmanuel K. Urey, PhD Candidate in Environment & Resources at the University of Wisconsin-Madison, USA and a former employee of the former Land Commission. Mr. Urey's Dissertation Research seeks to investigate the history of agriculture concessions in Liberia, local people response to agriculture concessions and the impacts of this model of economic development on local people. Throughout his study, Mr. Urey work has supported the work of Land Commission. His Master Thesis investigated and analyzed the administration of customary land tenure in a transitional context. This work contributed to the development of Liberia's Land Rights Policy.

As the Land Task Force continues to work to ensure equal access of land to all Liberians, we believe that Urey's current research project will give us useful pieces of information that will help inform policy development in the agriculture and concession sectors. Mr. Urey along with two research assistants will be working in the Sime Darby-Liberia Concession area.

In view of the above, the Land Task Force asks that you give Emmanuel and his team all necessary support that will enable them conduct their study.

Sincerely,

Cecil T. O Brandy  
Chairman

#### 10.4 Request for Permission to Interview Ministry of Agriculture Officials

House No. E17  
NASSCORP Village  
Brewerville, Liberia

September 13, 2016

Hon. Dr. Moses Zinnah  
**Minister**  
Ministry of Agriculture  
Republic of Liberia

Dear Honorable Minister:

I write to introduce myself to you and to officially inform you about my PhD research project. My research titled, *The Political Ecology of Land and Agriculture Concessions in Liberia* seeks to understand the history of large-scale agriculture concessions in Liberia, local people response to large-scale agriculture concessions and livelihood strategies of households who are directly or indirectly impacted by this development strategy. After reading the literatures on concessions in Liberia, Sime Darby-Liberia began a place feasible to conduct this study since the history of agriculture concessions in this area goes back as far as 1954.

As a former employee of the former Land Commission, my work has been geared toward developing sustainable land policy for Liberia. My master thesis investigated the tensions between customary and statutory laws particularly looking at customary land tenure in a transitional context. This work contributed immensely to the *Land Rights Policy*, which was developed by the Land Commission and subsequently drafted into Liberia's *Land Rights Law* currently before the National Legislature. Similarly, it is my hope that findings and recommendations from my Dissertation will not only contribute to general knowledge; it will also contribute to the development of land use policy in Liberia.

Attached are two recommendation letters. One an attestation/recommendation letter from the Nelson Institute for Environmental Studies at the University of Wisconsin-Madison. The second is a recommendation letter from the Ministry of Internal Affairs.

I have two research assistants that are helping me collect data in and around the Sime Darby-Liberia concession area. We are interacting with a cross-section of people. We will also like to conduct interviews with the IIC team. In this light, we would like to conduct interview with you and some officials of the MOA particularly those that were involved with crops compensation scheme at Sime Darby Plantation Liberia.

In the service of our nation and people, I remain.

Yours sincerely,



Emmanuel K. Urey  
A Liberian and a PhD Candidate  
Environment & Resources  
Nelson Institute for Environmental Studies  
University of Wisconsin-Madison  
Tel: 0016082164389/231888741101

## 10.5 Request for Permission to Interview Sime Darby Officials

House No. E17  
NASSCORP Village, Brewerville, Liberia

June 22, 2016

Mr. Mohd Rosli Taib  
General Manager  
Sime Darby-Liberia

Dear Mr. Taib:

I write to introduce myself to you and the Sime Darby-Liberia Family and to officially inform you about my PhD research project. My research titled, *The Political Ecology of Land and Agriculture Concessions in Liberia* seeks to understand the history of large-scale agriculture concessions in Liberia, local people response to large-scale agriculture concessions and livelihood strategies of households who are directly or indirectly impacted by this development strategy. After reading the literatures on concessions in Liberia, Sime Darby-Liberia began a place feasible to conduct this study since the history of agriculture concessions in this area goes back as far as 1954.

As a former employee of the former Land Commission, my work has been geared toward developing sustainable land policy in Liberia. My master thesis investigated the tensions between customary and statutory laws particularly looking at customary land tenure in a transitional context. This work contributed immensely to the *Land Rights Policy*, which was developed by the Land Commission and subsequently drafted into Liberia's *Land Rights Law* currently before the National Legislature. Similarly, it is my hope that findings and recommendations from my Dissertation will not only contribute to general knowledge; it will also contribute to the development of land use policy in Liberia.

Attached are two recommendation letters. One an attestation/recommendation letter from the Nelson Institute for Environmental Studies at the University of Wisconsin-Madison. The second is a recommendation letter from the *Land Task Force* that was established by Her. Excellency, President Ellen Johnson Sirleaf to continue the work of the former Land Commission.

I have two research assistants and during our six months (June –November 2016) data collection in and around the Sime Darby-Liberia concession area, we will interact with cross-section of people. We will also like to conduct interviews with the SDPL Management.

Sir, if you have further questions, please don't hesitate to contact me, as I will be willing to provide additional clarity. My contact number is 0888741101 and my email address is [urey@wisc.edu](mailto:urey@wisc.edu).

Yours sincerely,



Emmanuel K. Urey  
A Liberian and a PhD Candidate  
Environment & Resources  
Nelson Institute for Environmental Studies  
University of Wisconsin-Madison  
Tel: 0016082164389/231888741101

## 10.6 Permission to observe the IIC Investigation Letter

House No. E17  
NASSCORP Village  
Brewerville, Liberia

June 22, 2016

The IIC Chairman  
Ministry of Internal Affairs  
Republic of Liberia

Dear Honorable Chairman:

I write to introduce myself to you and the members of the Internal Investigation Committee (IIC) and to officially inform you about my PhD research project. My research titled, *The Political Ecology of Land and Agriculture Concessions in Liberia* seeks to understand the history of large-scale agriculture concessions in Liberia, local people response to large-scale agriculture concessions and livelihood strategies of households who are directly or indirectly impacted by this development strategy. After reading the literatures on concessions in Liberia, Sime Darby-Liberia began a place feasible to conduct this study since the history of agriculture concessions in this area goes back as far as 1954.

As a former employee of the former Land Commission, my work has been geared toward developing sustainable land policy in Liberia. My master thesis investigated the tensions between customary and statutory laws particularly looking at customary land tenure in a transitional context. This work contributed immensely to the *Land Rights Policy*, which was developed by the Land Commission and subsequently drafted into Liberia's *Land Rights Law* currently before the National Legislature. Similarly, it is my hope that findings and recommendations from my Dissertation will not only contribute to general knowledge; it will also contribute to the development of land use policy in Liberia.

Attached are two recommendation letters. One an attestation/recommendation letter from the Nelson Institute for Environmental Studies at the University of Wisconsin-Madison. The second is a recommendation letter from the Hon. Minister of Internal Affairs of the Republic of Liberia.

I have two research assistants that are helping me collect data in and around the Sime Darby-Liberia concession area. We are interacting with a cross-section of people. We will also like to conduct interviews with the IIC team.

Since June, we have been following the conflict between Sime Darby Plantation Liberia and the Project Affected Communities. We observed the negotiation that led to the current MOU between SDPL and the PACs.

In view of the above, we are kindly asking the IIC to allow us sit and observe the investigation process. This will greatly enhance our research work.

Yours sincerely,



Emmanuel K. Urey  
A Liberian and a PhD Candidate  
University of Wisconsin-Madison  
Tel: 0016082164389/231888741101

## 11.0 AGGRIEVED FARMERS AND SIME DARBY POSITION STATEMENTS

### 11.1 Aggrieved Farmers Position Statement

Position Statement from the PAC-Aggrieved Farmers  
to the management of Sime Darby- Liberia, The  
Government of Liberia through the leadership of the  
seventeen Project Affected Communities PAC .

**HELD IN KON TOWN, LOWER GARWULA DISTRICT,  
GRAND CAPE MOUNT COUNTY, REPUBLIC OF  
LIBERIA**

***July 23, 2016***

**Ladies and Gentlemen**

We as Aggrieved Farmers of the 17 towns within the Sime Darby Project Affected Communities wish to express our disappointment and dissatisfaction about the ways in which the management of Sime Darby is treating us as it relates to the crops compensation negotiation process.

During the start of SimeDarby operation in Liberia 2010, we witnessed the destruction of our crops without our consent, it was against this backdrop that the management of Sime Darby and us had serious misunderstanding that resulted to the coming of President Ellen Johnson Sirleaf and the investigation team from England called TFT sent by the oversea management of Sime Darby some time back, in 2012.

After the investigation, TFT recommended that the farmers be adequately compensated by Sime Darby Management; reason because, the amount paid was insufficient. For example: the maximum payment

for mature rubber was approximately \$USD 6 Dollars and the finding revealed that the entire crops counting process was completely wrong.

Later in 2013, Sime Darby Management in collaboration with the Government of Liberia established another investigation team headed by the General Auditing Commission (GAC) with the intent to resolve the matter, but on the contrary GAC did not make its finding available and also farmers payment receipt collected were missing.

In early 2016 the management of Sime Darby, the Government of Liberia (GOL), and the Project Affected Communities (PAC) leadership again setup an Internal Investigation Committee which comprises of Civil Society Organizations (CSO), PAC, Sime Darby Management and GOL, the body is called Internal Investigation Committee (IIC) with a mandate to look into the matter with a deadline set up for the (5<sup>th</sup>) of June 2016, (as the completion date for the investigation) which we anticipated as farmers but this did not materialized, reason because, lack of 2010-2011 crops price list of the Republic of Liberia, crops payment documents were not available for the continuation of the investigation process.

More beside, additional one month which cover June 14 through July 14 was given as another investigation period which again failed on the part of the IIC and Sime Darby, producing no result.

Moreover, we as aggrieved farmers were asked by the IIC to submit all crops compensation receipts to be used as tools to start the investigation, which we did not hesitate and quickly submitted all available receipts for speedy processing.(as our land had been taken by the management of Sime Darby which denied us from farming, hunting, food, health, education, water, building and cultural practices).

We deeply regret and wish to emphasize our displeasure about the manner in which the management of Sime Darby is handling the investigation surrounding the crops compensation.

Finally, we wish to emphasize that we were not compensated justly and according to acceptable international crops payment standard, the amount compensated for crops was insufficient to support ordinary sustainable livelihood of individual farmer. In other instant some farms were destroyed without any financial payment but only a single bag of rice to farm owners, regarded of the size.

Furthermore, other farmers were also denied from the counting process while their crops were damage.

Customarily, our customary practices had been wildly carry on by our generation in time passed and present, we believed that our right to information should had been obligatory and acknowledge, but unless Sime Darby management did not give us this right to information regarding their operation on our land, leaving us today completely vulnerable. Sime Darby management has even refuse to construct a toilet or standard hand pumps in our communities after destroying our livelihood. Moreover, the management of Sime Darby had also refused to provide health facility for our population.

Therefore, we like to make this vividly clear that beyond 14 days of the date of this position statement, if management continuously refuse to pay individual farmers, the aggrieved farmers of the 17 affected communities will have no option but to immediately take alternative actions.

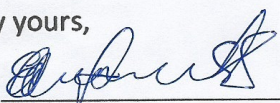
Attached are signatures of farmers from the affected communities and their respective towns.

We therefore, believed that your speedy intervention in resolving this issue will help us received our crops compensation.

Thanks for your understanding and cooperation.

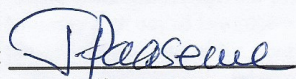
Professional regard

Sincerely yours,

Signed: 

Mr. Eshmeal H. Pusah, Sr.

**Secretary**

Approved: 

Mr. Jefferson V. Paasewe

Chairman

## 11.2 Sime Darby Response to Aggrieved Farmers

### PRESS RELEASE

**For Immediate Release**

**Tuesday, 26 July 2016**

#### **Sime Darby's Response to The Inquirer's Article**

**Monrovia, 26 July 2016** - In reference to the article published in The Inquirer on July 25th headlined "Sime Darby Given 14 days Ultimatum", Sime Darby Plantation Liberia (SDPL) would like to inform all our stakeholders who have been assisting us and the communities in this matter, that SDPL has received a letter from the communities that is in substance the source of the story published in The Inquirer.

The letter was signed by Eshmeal H. Pusah, Sr. and Jefferson V. Paasewe, claiming to be, respectively, new Secretary and new Chairman of the Project Affected Community. The letter was also signed by 65 residents of the 15 townships which are part of the 17 project affected communities (PAC).

SDPL takes seriously the concerns raised by the community, and that is why SDPL established the independent multi-stakeholder crop compensation investigation process that would review the evidence and make recommendations on how best to resolve the issue.

Meanwhile, SDPL seeks to set the record straight.

Contrary to the claims of the signatories of the letter that there are no health facility, no toilets and no hand pumps, SDPL would like to clarify:

- (i) Since 2010, it has been operating a health clinic located in Bomi Estate. The clinic provides free medical assistance to some 30,000 people a year. This clinic has been open continuously, even during the Ebola outbreak, when most other clinics were closed. The clinic employs one doctor and 46 qualified support personnel.
- (ii) SDPL has been financing and running 7 schools, employing 130 highly qualified teachers, and providing education to 5,500 students from all the surrounding townships. The SDPL centralized school system has been in operation since 2010.
- (iii) Over and above the 7 schools, the company built and has been operating and funding a 12-classroom community school dedicated exclusively to the needs of the PAC.
- (iv) Thirty six water pumps have been built and maintained in the PAC areas.
- (v) Sixty five latrines have been built and maintained across the area of operations.
- (vi) Each SDPL employee, including employees from the PAC, receives 100 kg of rice a month.

Each PAC household has at least one person employed by Sime Darby, a measure that effectively provides jobs to over 700 PAC residents.

To address the issue of food security, in 2013, the company assisted the PAC to establish an intensive farming project on 60ha of land. More than 400 farmers from 15 towns participated in this community farming project. SDPL also provided the PAC with 99 sheep for breeding purposes.

On the issue of crop compensation, SDPL clarifies:

1. Farmers from the 17 PACs around SDPL's Matambo Estate received crop compensation in 2011 based on the then existing rates established by the Ministry of Agriculture.
2. In response to PAC complaints that they have not been paid for all of their crops or that they have been paid at a rate that was not correct, the company decided to examine the evidence and agreed to pay additional compensation to those who could present evidence.
3. The multi-stakeholder crop compensation investigation committee was subsequently established comprising the PAC, civil society, SDPL and the Government of Liberia. The committee's work encountered several challenges as the matter is complex and evidence was difficult to find.
4. The multi-stakeholder internal investigation committee (IIC), comprising Government of Liberia and civil society, is ready to start the investigation, after a delay caused by the death of the PAC Chairman, Mohammed Karmo, and to review the claims of each individual farmer.
5. In order to move the process forward, the company submitted all its crop compensation records to the Ministry of Internal Affairs as a custodian and arbiter.
6. SDPL regrets that the farmers and the NGO representing them decided to walk away from that process and gave us this ultimatum.

SDPL is committed to working with all stakeholders for the purpose of achieving a fair outcome for the PAC. At the same time, SDPL acknowledges that the initial Free Prior and Informed Consent process conducted in 2011 with the 17 communities around Matambo Estate was not as robust as it should have been. It has been much improved since then, with the assistance of The Forest Trust (TFT), government of Liberia, and civil society organisations.

SDPL's strongly believes that to have a successful business in Liberia, it must take good care of its employees, environment and the communities we work and interact with. The company expects that with the growth of its business there will be more opportunities to have additional positive impact on the livelihood of the surrounding communities, the regions we operate within, and the whole country.

-Ends-

## 11.3 Aggrieved Farmers Counter Response to Sime Darby

**August 7, 2016**

1. Counter respond to Sime Darby pointed respond to ***Inquirer Article July 26 2016***. We as Affected farmers from the 17 Affected Communities (PAC) want to clearly state that respond allegedly submitted by Sime Darby Plantation is not a document or information to consider seriously, it is baseless and the AUTHOR is one with no knowledge of the event surrounding the PAC activities and agreement with Sime Darby Management SDPL.
2. To address the main issue, the 17 PAC's Affected Communities farmers crop compensation, for the release to state that in 2011 farmers were compensated base on the existing crops price rate establish by the Ministry of Agriculture is baseless and unfounded, we challenge the author to produce such price list for the public to view. The fact that Sime Darby Plantation-Liberia, and the Ministry of Agriculture failures to produce this all important document has cause serious delay in the Internal Investigation committee (IIC) work.
3. This also resulted to several re-scheduling of the investigation and not meeting the time line place on the completion process; this is the basic for our press release to determine for our crops compensation from the management of Sime Darby Plantation.
4. To state that IIC investigation delay is the result of the death of the PAC Chairman, Mr. Mohammed J. D. Karmoh is false and misleading. We as PAC have written two protest letters due to the delay of the issue which was discussed alone with the late Chairman; follow by our second letter even in the present of Government officials and members of the IIC at his home office long before his death.
5. It is un-material to say that SDPL has submitted all crops document to the Ministry of Internal Affairs and the farmers and their NGO representing them decided to walk away from

the process. No IIC meeting has called to determine what is contain in those boxes submitted lately to MIA. Can you than explain why the IIC has written SDPL for delaying the process?

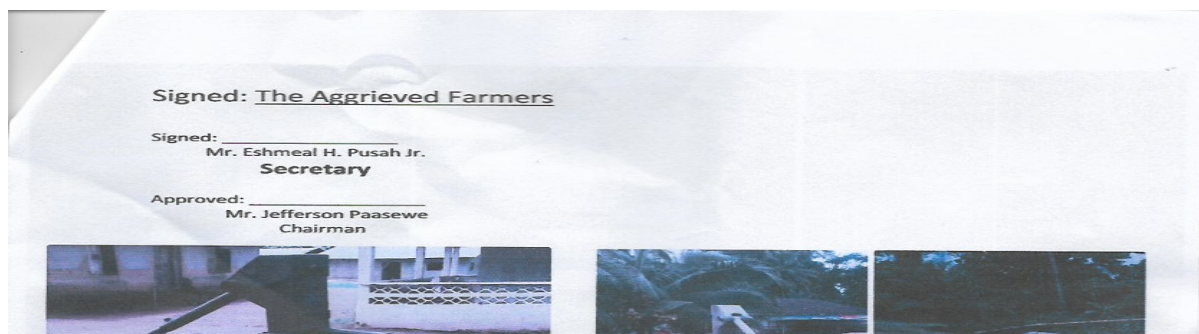
6. To close down in this false, and misleading public information provided by this unauthorized press release, we want to state that the author does not even know how other partners such as TFT, Green Advocate International, RSPO, and WBU got involved in the process and the formation of Sime Darby Plantation Social Team. It is better and trouble saving not to talk, than talking what you do not have knowledge about. It is all about few corrupt employees who want to enrich themselves by creating trouble to obtain money for dispute resolution.
7. In conclusion, we want the media to hold an interview with the people who signed farmers payment receipt with all these signatories to explained their intent, we thank all the signatories of those who are answerable for legal action.
8. For more clarity on miss-information provided by Sime Darby Management that they constructed (65) latrines and 36 water pumps, we strongly challenge Sime Darby to displace list of Communities that they had build the 65 latrines and 36 hand pumps without the substandard pumps and a single toilet build in Kon Town. Moreover the issue of Health facility in the 17 Affected Communities is a black lie, not even a drugs store constructed by Sime Darby in any of the 17 towns in Lower Garwula District Grand Cape Mount County.
9. Furthermore, Sime Darby in their press release state that they had build 7 Schools within the 17 towns is a mere joke, but not the reality since the operation of Sime Darby from 2009 up to today the management constructed a half way school around Senii community which is lock of Auditorium, Vehicle, Reading room, and the building is substandard which is now splitting from all corners, and the distances are far from students

residence for example: from a town called Dendweea to the school campus is approximately 3 hours and another town called Timbo is about 2 hours 30 minutes, and from Nimba Point is 6 hours and many other communities.

The below chart illustrate the actuality, and pictures of the pumps from the varies communities.

No	Community	Number of pump	Functional Pump (s)	Non-Functional pump (s)	Number of latrine
1.	Kon Town	4	2	2	1
2.	Gonded Town	1		1	Non
3.	Nimba Point	1	1		
4.	Madina #2	Non	Non	Non	Non
5.	Gbah Foboi	1			Non
6.	Siaffa Keh	1		1	Non
7.	Ballah Town	2		2	Non
8.	Dendweea Twon	1		1	Non
9.	Kenemah Town	1	1		Non
10.	Bacca Town	1	1		Non
11.	Senii Town	3	3		Non
12.	Sengameh Town	2		1	Non
13.	Johnson Town	1	1		Non
14.	Lain Town	2	1	1	Non
15.	Timbo Town	1	1		Non
16.	Keylia Town	1	1		Non
17.	Damah Town	2	2		Non
<b>Total</b>		<b>24</b>	<b>14</b>	<b>9</b>	<b>1</b>

Finally, we as Affected Farmers would like to maintain our position that if there be no redress to our crop compensation issue in this week then our alternative action (Peaceful Demonstration) definitely will hold



## 12.0 SECOND MEETING OF THE SPI MINUTES

Minutes on the second SPI	
Date:	April 20, 2013
Purpose of meeting:	Second SPI Meeting
Venue:	Sime Darby LIGHT Training Center, Bomi County
Attendance:	37
Compiled by:	Ora Garway & Anthony Konneh
Duration:	4 hours



### INTRODUCTION

The purpose of the second Sustainable Partnership Initiative (SPI) meeting was to bring together stakeholders, civil society, development partners, the government and communities associated with the sustainable oil palm industry in Liberia, to discuss on issues and challenges faced by the sector and to follow up on previously agreed points from previous meeting.

The meeting was attended by thirty-seven (37) persons, who were welcomed by Mr. Alfred Brownell of Green Advocate (GA) including an overview of Sime Darby Plantation Liberia's (SDPL) history and current day challenges that was done by Mr. Roslin Hassan, General Manager. The meeting was held at the Light Training Center, on the company's plantation in Bomi on April 20 with swamp farming taking the stage of discussion.

#### Overview of Issues & challenges

Mr. Roslin did a slide presentation of issues and challenges of the company since the start of its activities in Liberia. Notwithstanding, Mr. Roslin said the company hopes to provide thousands of jobs for Liberians.

To date, the general manager said the company operates on 5,237 hectares making up two estates, with 800,000 overgrown due to delay and 1.7 million oil palm seedling. The company wants to end its development plan by 2026. Already, the manager said the company has spent 76,000 plus; 70 % more than the budget for just two estates.

Despite the many challenges they are confronted with, he still believes in the Liberian people and is ready and willing to help transform the country's land into economic opportunity.

In response to Mr. Roslin's overview, GA thought SDPL was not being fair to the forum by only highlighting positive things and failing to mention that the company erred from its initial stage resulting into the launch of the SPI. GA said the presentation by the company is a lousy misinformation to the audience as though nothing went wrong, which will make people to believe that there are people or institutions running negative propaganda against the plantation.

Mr. Carl Dagenhart said the presentation by Mr. Roslin does not in no way means SDPL did not go wrong from the initial stage but have taken steps to correct these mistakes, making reference to the hiring of TFT.

He however recalled the cordial relationship between the company and communities including GA, and again reiterated present activities of SDPL in the Project Affected Communities (PAC). Mr. Dagenhart said he thinks the purpose of the SPI is to look at the many issues together with stakeholders who will help suggest ideas to help Sime Darby address them; he also shared that President, Madam Johnson Sirleaf has instructed the Land Commission to help them acquire the needed land, but Mr. Roslin Hassan wants government spearhead the sensitization process.

PAC Chairman Mr. Mustapha Foiboi wants information sharing taken seriously as it is not going well in his view. The communities according to the chairman suggested rice planting but are now the other way around. He admitted that the company is doing well with the school project in Senii, connection of roads that have never existed.

He sees the company as being quick to speak and slow to make good its promises recalling several promises they failed to make good like PAC office construction, scholarship among others. The report of TFT was praised by the communities but urged that it be followed to the letter. The chairman also complained about poor working relationship with Mr. Varney Holmes of the Social Team and recommended his replacement. After lunch break, Mr. Alfred Brownell of GA did a slide presentation entitle "Land Grabbing, the case with Sime Darby" on grounds that he was showing the other side and what eventually led to SPI.

He highlighted the price list as not being fair between SDPL and government and warned that the company has international obligation to apply FPIC.

Green Advocate also in the presentation talked about errors admitted by President Sirleaf in the agreement but was quickly brought to attention by the MIA who reminded him that he should not only limit his argument to the president and that it will be fair enough were him to include the lawmaker who spoke on behalf of his people and thereby encouraged him to move forward with the process and stop shifting blame.

Responses to GA

The MIA said GOL inter-ministerial team working alongside SDPL is very much concern about crop payment and that SDPL admitted mistakes made and urged the company to look at fulfillment of its promises be it short or long term.

He thinks the SPI is a golden opportunity to recognize mistakes and move forward instead of every time coming and hearing the same good and bad.

Also, the Land Commission (LC) recalled that invitation letter received disclosed that minutes from last SPI meeting was attached, but did not see same. He later differed with the PAC chairman whom according to him presentation was like threatening and urged him to try and do away with threats as he does not like to attend forums of such.

He then referred to Brownell's presentation as a brief for the Supreme Court and not for such forum and said such statement coming from the PAC is not healthy wondering from Brownell's statement as to where are we going. He added his voice that the president has mandated them to ensure the company gets land to carry out its work.

The LC lauded the meeting held in Sinje prior to the SPI meeting describing it as good because according to him communities through their representatives agreed that they have allocated 45,000 hectares for SDPL far beyond what the company needs.

Hearing the PAC Chairman and Brownell, makes him to believe he is more of a defense lawyer and thought the forum should also be of a follow-up to the last meeting, he felt puzzled at this point and was wondering the direction of the SPI.

Swamp farming

The swamp farming project is presently ongoing in Lein, Sengamah and Johnson towns with all involved in corn planting. There were many who felt that swamp rice is relatively new to Grand Cape Mount. Like the MOA who said bulk of communities do not have swamps and encouraged them to be willing to plant rice. The MOA further warned that experts need to be part of the SPI and not politicians while at the same time suggested to SDPL that the sustainability plan be redone to ensure it works volunteering that the ministry is ready to form a part of the entire swamp farming project. SDPL accepted to redo its plan with professional input from the MOA.

The MOA also thinks swamp farming is not late, just that the selection is wrong. A sub-group head by the MOA was put in place to redefine the strategy of swamp farming project and will present it to the next SPI.

Recommendation:

The participants suggested that prior to the next SPI meeting, a small working group be established that will be clear on past issues discussed and what the next meeting hopes to achieve.

For the GA, she wants development partners such as IFC, World Bank, etc to form a part of the technical working group.

For moving forward, TFT recommended that it's also important to know who heads the next SPI meeting, it was suggested that SDPL continues since the meeting is still in its initial stage.

Prior to the next SPI, the core working group is expected to meet two weeks in advance and prepare for the meeting.