



Assessing Community Consent in Large Scale Land Investments in Ghana

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Civic Response is a natural resources and people's rights organization working to entrench rights of people and seeks particularly, to advance the rights of communities that depend on forest resources for their livelihood. Civic Response has been and continues to be a major stakeholder in the negotiation and implementation of the Voluntary Partnership Agreement (VPA) which is part of the EU's Forest Law Enforcement, Governance and Trade Action Plan (FLEGT-AP). It has also been part of the REDD+ discussions in Ghana.

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Writers: Benjamin Arthur and Kwame Mensah



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Executive Summary

Large land acquisition is a major issue now more than ever, particularly in Sub-Saharan Africa which is seen as the hub of large unused and available agricultural lands. The global food crisis in 2008; the need to acquire large lands to produce biofuels; carbon capturing and other local demands have renewed this interest for land. An IIED publication in 2009 concluded that between 2004 and 2009 over two million hectares of forest were acquired in Ghana, Ethiopia, Madagascar and Mali. The World Bank projections, also of 2009, avers that about 56 million hectares of large scale land deals were announced before the end of the year. Commercial agriculture, despite its challenges, continues to be seen by developing countries as a route to development, triggering the establishment of mechanism to fast-track land acquisitions for investors.

One of the crucial elements during the land acquisition process is the role of tenant farmers, community members, and landowners. The Free Prior Informed Consent concept provides an avenue to address concerns of local communities and indigenous peoples in land acquisitions in implemented right. Civic Response, with funding support from the EU sought to interrogate the application of elements of this principle in selected areas of large land acquisitions for forest-related projects.

The study used the mix method of data collection and worked on three case studies. The study also used desk reviews, key informant interviews, and focus group discussions. Three cases studies cut across the three geographic zones of the country.

The review of literature confirms that poor governance is a major driver of questionable large scale land acquisitions. This includes challenges such as the inappropriateness and inadequacy of policies and laws, and inadequate capacity of state officials or local elites, and the failure of state institutions to enforce these laws related to land acquisition. Environmental conservation projects such as Reducing Emissions from Deforestation and Forest Degradation (REDD+); need of biofuels and other carbon capturing projects intended to generate carbon credits are likely to cause landgrabbing. The weak environmental and social requirements in some Foreign Direct Investments have also fueled easy large scale land acquisitions.

The legal basis for land acquisitions in Ghana is defined in many laws; both local and international, policy documents. These include the 1992 Constitution of the Republic of Ghana, the Minerals and Mining Act 2006 (Act 703), the Ghana Land Policy 1999, the Administration of Lands Act- 1962 (Act 123), the State Lands Act 1962 (125), Land Registry Act, 1962 (Act 122), Land Title Registration Act (1986) and a host of other relevant legal provisions. The challenge remains the complicated laws in the lands sector of Ghana. Besides the laws and policies, Ghana has signed-up to major international conventions which bother on respect for human rights, respect for rights of indigenous people, but not the International Labor Organisations Convention (169) on free informed consent.

Analysis of findings concludes that consent for land acquisitions do not happen as intended under FPIC and it varies from place to place. In some areas, consultation with the traditional authority was construed as the consent of the community. Information within the community about processes of how existing large land acquisitions happened was very limited in all the case studies. Little information could imply limited involvement of the larger community. The case of migrant farmers, in all case studies, also shows that their voices or consent was not a subject of discussion in the land acquisition process. Local community awareness on FPIC was as very limited as much as their understanding of legal means to redress.

Most of the land acquisitions were consistent with the Ghana Constitutional provision which limited leases of lands by foreigners to no more than 50 years. The Land Matrix data, however, shows a acquisition which is quite surprising. The inability of the researchers to have copies of each of the land deals didn't allow for more comprehensive legal analysis of the process for the land deal.

In general, the study revealed that large scale land acquisitions in the country, especially within the frame of Customary tenure do not meet the FPIC guidelines and the requirements of most of the laws and policies of the country.

The land acquisitions had differentiated impacts on either settler farmers or indigenes, as well on different genders. Access to secondary forest, fallow lands or marginal lands is significantly limited due to the acquisition of such lands. Compensation is tied to the security of tenure over the land under cultivation, hence the women and migrant farmers received little or no compensation for the loss of this lands.. Impacts on food security could not be immediately accessed, however, in the long term the loss of lands for small holder farmers who mostly feed the local populations, and sell their excesses to markets, would significantly reduce and would significantly impact the cost and availability of food at the local and more broadly the national level..

The study identifies and recommends the need for better monitoring of the scale of large land acquisition due to the lack of consent reached at consensus at the local level. traditional authorities taking decisions by themselves without the inputs of locals including women and tenant farmers is not a healthy practice. There is also the need for CSOs to enhance the awareness of local communities about how to secure their tenure rights. joined to this the need for consolidated of land laws to make land administration easier. There is the need for the state to play a stronger role as protector of rights of local people by ensuring that land acquisition conform to law. There is also the need to reexamine the role and place of the Forestry Commission and their right to commit forest reserves to third parties for forest plantations without the prior approval of local authorities.

1. Introduction and Background

1.1 Introduction

A confluence of factors on the global stage has led to rapid expansion and growth of emerging economies in pace, scope and scales of foreign direct investments in land-based enterprises. This has made many developing countries particularly in the global south to believe that commercial agriculture is one of the surest ways towards structural transformation of economies given the anticipated future demands for water, food, and energy. As a result, land-based investments in Africa has increasingly become attractive (Anseeuw *et al.*, 2012; Anseeuw, Boche, *et al.*, 2012; Cotula, 2011; de Schutter, 2011a, 2011b; World Bank, 2011). Sparked by the global food crisis in 2008, this phenomenon is not likely to decline any time soon. The main drivers for this renewed interest in agricultural lands include worldwide food security concerns, rise in bio fuel production, creation of carbon markets, population growth, and increasing urbanisation (Alden Wily, 2013;¹ Cotula *et al.*, 2009²). In four African countries: namely Ethiopia, Ghana, Madagascar, and Mali, approved land acquisitions from the period 2004 to early 2009 totalled two (2) million hectares with more than 60% by foreign investors (IIED, FAO, IFAD, 2010)³. The World Bank estimated that in 2009 alone approximately 56 million hectares of land deals were announced by the end of the year. The study further indicated that more than 70 percent of these deals were in Africa. Countries such as Mozambique, Ethiopia, and Sudan have transferred millions of hectares in the past few years (Deininger *et al.*, 2011)⁴. According to data from Land Matrix, an online portal, six (6) of the top ten (10) target countries for land investment are in Africa. The analysis further predicts that this trend is likely to continue into the next several decades. In a related prediction, the World Bank estimates that six (6) million hectares of additional land will be brought into production each year until 2030. Two-thirds will be in Sub-Saharan Africa and Latin America where potential farmland is most plentiful (*ibid*, 2011).

Many African countries have developed policies, guidelines, and introduced incentives, including one-stop-shop investment promotion agencies or centres, to facilitate land investments. Such examples are seen in Tanzania, Mozambique, and in Ghana where Ghana Investment Promotion Centre, and a project, Ghana Commercial Agricultural Project (GCAP) have been established and designated to creating enabling environment for large scale lands to be available for foreign agricultural investors.

One of the crucial elements expected during the land acquisition process is the extent to which traditional land users and such as tenant farmers, community members, local government structures, and landowners participate in land acquisition and land negotiation processes. The social, political and economic rights of this group of stakeholders are usually less secure and less protected in such land deals. Additionally, the change in land use is something of importance to these stakeholders on the fringes of large land-based investments.⁵

Ghana has opened up to foreign investment in the forestry sector and it is likely that REDD+, depending on the national and global incentives, will similarly generate interest in development of land and forests for carbon offsets. In such situations the tenure of those who presently hold land is a fundamental issue that needs to be addressed.

How rights of the land stakeholder is respected is an area of interest to Civic Response - Civic Response, a leading policy advocacy organisation, working to entrench resource and community rights in Ghana and Africa, has been tracking the impact of large scale land acquisitions in local communities for a few years now. A Forest Governance Monitoring System has been developed by Civic Response to two governance indicators that cuts across the REDD+ and the FLEGT processes in Ghana: namely participation, Benefit sharing, and accountability in forests management. The aim of the system is to continually monitor change in these indicators and to feed the findings from the monitoring national systems and decision-making processes. It is also expected to inform the advocacy work of Civic Response; approaches to FLEGT and REDD+ processes; and other ongoing processes aimed at addressing deforestation and forest loss.

1.2 Rational / Purpose of the Study

In several countries the notion of "REDD+" is associated with risks such as land grabs, and loss of traditional farming places. These risks are also associated with some large scale land acquisitions for

projects which change the land use from forest, thereby contributing to deforestation which affects livelihoods of indigenous communities.

To minimize the adverse impacts of large land acquisitions on local and indigenous communities, the Cancun Conference of Parties of the United National Framework convention on Climate Change (UNFCCC) in 2013⁶ reached an agreement on safeguards for REDD+ projects. The study will adopt principles **c** and **d** of the Cancun Safeguard which focuses on '*informed consent of potentially affected people*'; and '*effective participation of relevant stakeholders*'. Governments have also committed to develop REDD+ safeguard information systems to track how safeguards are respected in REDD+ projects in a country. These safeguards, when properly implemented, can address social and environmental conflicts that usually arise from such large scale land acquisitions. This study, being mindful of the absence of any full-scale REDD+ project in Ghana, seeks to examine how these two principles in the Cancun agreement are respected in large scale land acquisitions, particularly those that relate to REDD+ type or forest projects to feed into the National REDD+ SIS and forest decision-making.

1.3 Methodology

This study used both qualitative and quantitative approaches to research. Additionally, information was collected from both primary and secondary sources. Three cases were selected by purposive sampling from different ecological zones for a case study. A case of large scale land acquisitions guide was used as a tool to collect information from purposively selected community focus groups and from relevant experts including regional lands commission officers, regional stool lands administrators, identified companies and civil society.

1.4 Limitations

The research team was not granted permission to have physical access to the lands. The team was also not granted copies of land purchase agreements to corroborate the Land Matrix database. The team also made use of focus group studies to validate effects and impacts of the land acquisitions rather than to physically examine or interrogate the impacts identified. The limited timeframe for this work also meant not more than one trip could be made to the different sites, hence not all issues raised were fully interrogated.

1.5 Structure of the Report

The report is structured into four parts. **Chapter One** is on the introduction to the subject and provides some background, methodology, and limitations of the study.

Chapter Two is devoted to the information generated from the reviewed literature and some conceptual issues of this study. It also reviews policies, laws and conventions relevant to large scale land acquisition in Ghana.

Chapter Three provides information on the analysis of data gathered from the field and key findings of the study according to the research themes.

Chapter Four draws conclusions from the study and as well make recommendations which are categorised into two sections: one is a general recommendation to the sector and the second set is geared to provide basis of advocacy for Civic Response.

¹ Alden Wily, L. (2013). "The Law and Land Grabbing: Friend or Foe?" Paper prepared for the Law and Development Conference 2013: Legal and Development Implications of International Land Acquisitions, Kyoto, 30-31 May 2013, p. 12.

² Cotula, L., Vermeulen, S., Leonard, R. & Keeley, J. 2009. Land grab or development opportunity? Agricultural Investment and International Land Deals in Africa, Rome/London, FAO/IFAD/IIED

³ FAO, IFAD, UNCTAD and World Bank (2010). 'Principles for Responsible Agricultural Investment that Protect Rights, Livelihoods and Resources', Discussion Note. Rome, Food and Agricultural Organization, International Fund for Agricultural Development, United Nations Conference on Trade and Development and World Bank

⁴ Deininger, K. and D. Byerlee (2011). 'The Rise of Large Farms in Land Abundant Countries: Do They Have A Future?' Policy Research Working Paper, No. 5588. Washington, DC, World Bank

⁵ Friends of the Earth Africa and Europe. "Africa: Up for Grab: The Scale and Impact of Land Grabbing for Agrofuels"

⁶ <http://reddplussafeguards.com/what-is-redd--safeguards/>

2. Conceptual Framework and Literature Review on Large Scale Land Acquisitions (LSLA)

2.1 Introduction

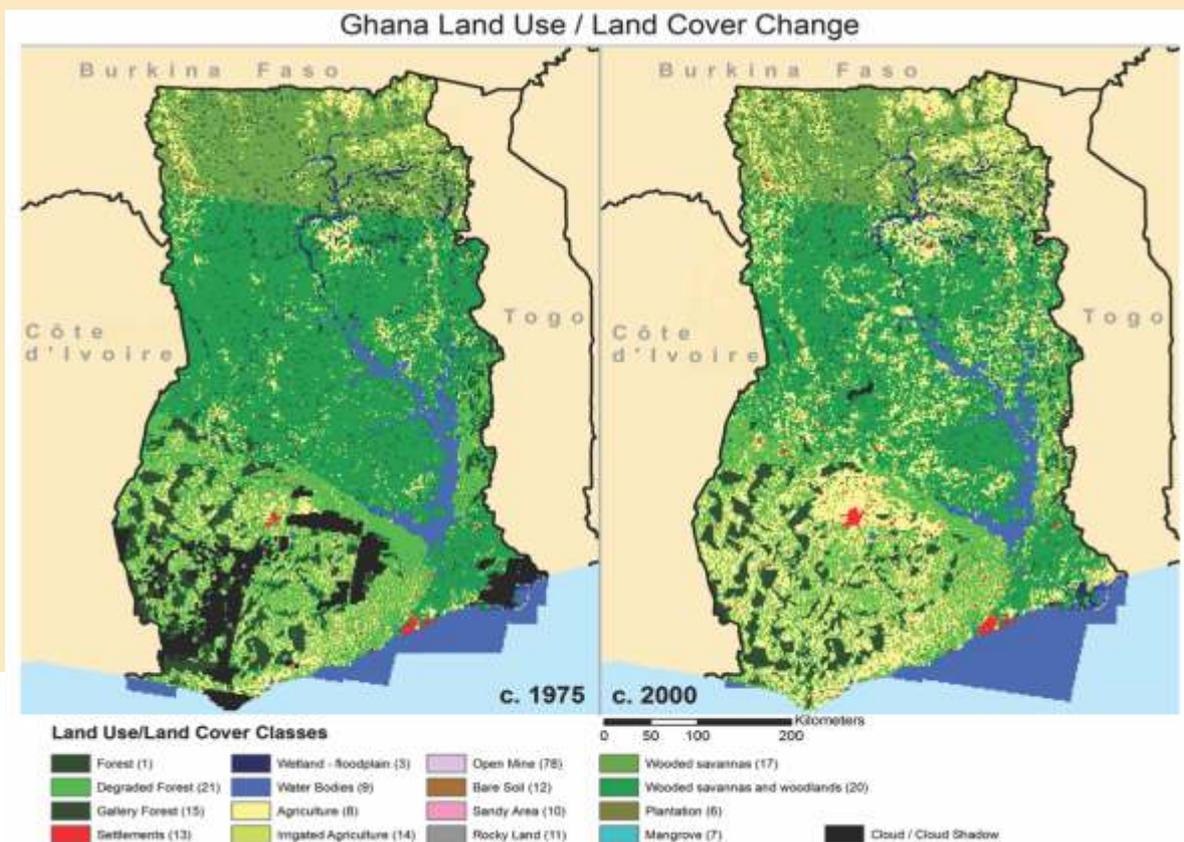
This chapter examines available literature on large scale land acquisitions and also explains some conceptual issues for this study. Primarily, the review looks at the trends in large scale land acquisition drawing on the impacts and legality of these acquisitions across the globe and with specific reference to Africa.

2.2 Land and Land Use in Ghana

Ghana has a land mass covering 238,535²km and a population estimated at 28 million people, with an annual population growth rate of 2.1%.⁷ About 51% of the population live in urban areas, with 60% of the active population engaging in agriculture.⁸ The country's GDP is approximately US \$37 billion, of which agriculture makes up 30%. The more significant export commodities are gold, cocoa, timber, tuna, bauxite, aluminium, manganese ore, diamonds and horticulture. Ghana has over 100 different linguistic and cultural groups including the Akan, Ewe, Mole-Dagbane, Guan, and Ga-Adangbe (World Bank, 2011a).

Nearly 69% of land in Ghana is used for agricultural purposes, with 18% of the country's land considered arable and 15% of land used as permanent natural pasture. While the use of irrigation is not currently widespread, it is essential for cultivation during the dry season. However, 80% of farms are rain-fed (FAO, 2005a⁹; Namara, 2011).¹⁰ About 10% of Ghana is covered by inland and coastal wetlands. Ghana signed the Ramsar Convention on Wetlands in 1988, and protects five of its most valuable wetland areas (Ramsar, 2011).¹¹ Ghana's average farm size is less than 1.6 hectares. About 60% of all farms are smaller than 1.2 hectares, and only 15% of farms are above two hectares (FAO, 2006).

Ghana has three types of forests: tropical rainforests, tropical moist deciduous forest, and tropical dry forest. These forests are found within the Guinea savannah woodland, riverine woodland, and Sudan woodland ecological zones. Forests cover 40% of Ghana's land mass, and deforestation occurs at a rate of 1.7% per year. Between 1995 and 2000, Ghana lost 35% of forest land cover (Wood Explorer, 2008).¹²



Source: <https://lca.usgs.gov/africalulc/results.php>

2.3 Categorisation of Land and Types of Interest in Land in Ghana

There are two broad categorisations of land ownership in Ghana: Customary ownership and State ownership. Customary ownership consists of lands which are vested in traditional leaders (chiefs, earth priests, family heads and other customary authorities). This form of land ownership constitutes about 78% of the total land area. The lands controlled by the State, are estimated to be about 20% whilst the remaining is under some form of shared ownership (Deininger, 2003).

This highest interest in land recognised by law in Ghana is the Allodial title held by traditional leaders, families and government based on the categorisation of land, in trust for the people. The law also recognises freehold titles which are in the form of customary freeholds or common law freeholds. Customary freeholds apply to members of traditional community that have allodial title. This interest is transferable by interface to successors. Common law freeholds are similar to customary freeholds but can be held by an individual who is not an original member of a community. Since 1992, however, the Constitution prohibits freeholds on stool lands. Allodial title holder may also grant usufructuary interest to subjects or member of a group or to non-indigenes over a period subject to customary obligation. The laws also recognise leaseholds, which unlike freeholds are limited to specific time periods, subject to payment of annual ground rents. There are also lesser interests in land which are created by customary share-cropping or tenancy agreements known in the Akan setting as the Abunu (50-50), Abusa (33/66).

2.4 Customary Land Rights

In Africa about 70% of lands are customary lands. They are owned by indigenous or local communities and administered in accordance with their customary practices rather than a body of formal and written law. The lands targeted for acquisition in Africa are under customary or indigenous occupation, in which about 60% of Africa's rural people live and depend on for their livelihoods, well-being, and social and political identities.

In most countries in Africa, customary lands tend to have weak legal status, although land law reforms designed to provide statutory recognition and stronger tenure security have been enacted in some countries (Tanzania and Mozambique, as well as Uganda, Ghana, Botswana, and Burkina Faso). These notwithstanding, numerous studies and reports have revealed that land acquisitions are generally exploitative of customary rights holders and often result in their land dispossession and deprivation of access to resources. Particularly targeted are lands held as common property—off-farm assets such as forests and rangelands with no visible signs of occupation—where communities source many of their needs such as building materials, traditional medicines, wild foods and animal protein (Alden Wily, 2013)¹³. These lands are valuable for the ecosystem services they provide and their critical role in biodiversity conservation, serving as dispersal areas and migratory routes for wildlife. Their conversion to large-scale monoculture plantations has disastrous impacts on local communities, the eco-system, and biodiversity.

The majority of rural residents' land rights in many African countries entail use rights that are acknowledged but not necessarily protected within national law, and mediated by customary tenure managed at the local level. The extent to which national legal frameworks protect local land claims varies among countries, but is often limited because customary tenure is subservient to state land title within the law. Acknowledging the shortcomings of the law in protecting the interests of their rural majorities, some African countries have recently taken steps to strengthen the protection of local land rights, including customary rights - even where land is state-owned or vested with the state in trust for the nation. Customary rights are protected, to varying degrees, under Mali's Land Code 2000, Mozambique's Land Act 1997, Tanzania's Land Act and Village Land Act 1999, and Uganda's Land Act 1998.

2.5 Large Scale Land Acquisition or “Land Grab” in Ghana

Large scale land acquisition is sometimes described in the literature as “land grabbing” (land grabs) or another form of neo-colonization. The International Land Coalition in the 2011 Tirana Declaration (ILC 2011, P.2)¹⁴ has provided a set of criteria to the process of land acquisition distinguishing legitimate acquisition and what can be described as 'land grab'. The Coalition provides that land deals can legitimately be called 'land grabs', if they meet the following criteria:

- a. violate human rights, and particularly the equal rights of women;
- b. not based on the principles of Free, Prior, and Informed Consent (FPIC) of the affected land users, particularly indigenous peoples;
- c. not based on a thorough assessment, or ignore the social, economic, and environmental impacts;
- d. a lack of transparency with respect to contracts that specify clear and binding commitments on activities, employment and benefit sharing; and,
- e. not based on effective democratic planning, independent oversight, and meaningful participation.

Whilst the Coalition provides criteria for qualifying what LSLA is or not, the Wikipedia data as accessed on 28 October, 2016 described as the buying or leasing of large pieces of land by domestic and transnational companies, governments, and individuals. Report by Christian Aid Ireland on LSLA described the phenomenon as land acquisition including not only the purchase of ownership but also the acquisition of use rights leases or concession whether short or long term.¹⁵ In this document the description used by Christian Aid will underpin the analysis of information on this project.

2.6 Trends in Large Scale Land Acquisitions

The trends and scale of large scale land acquisition in Africa and other East Asian countries is staggering with equally alarming figures. For instance, The Economist (2009)¹⁶ estimated that about 15–20 million ha of farmland in poorer countries between 2006 and 2009 were acquired by foreign investors. The World Bank (2011) found about 56.6 million ha of large-scale farmland deals were announced between 2008 and 2009 – with more than 66% of the area targeted by these investments located in Africa. Oxfam (2011), using a combination of media and triangulation sources, estimated that about 227 million ha of land was acquired between 2001 and 2010, with about 67 million ha being cross-checked with respective governments and other actors.

Friis & Reenberg's (2010)¹⁷ analysis of media reports on land acquisition in Africa between 2008 and 2010 concluded that between 51 million and 63 million ha were involved in land acquisition on the continent. In relative terms, the average acquisition size corresponds to a quarter of the land mass of Democratic Republic of Congo or almost equivalent to the whole landmass of Botswana, or Kenya, and twice the size of Burkina Faso. It is also demonstrated that the acquisitions between 2008 and 2010 is equivalent to the combined surface area of 18 African countries: Eritrea, Liberia, Malawi, Sierra Leone, Togo, Lesotho, Guinea Bissau, Equatorial Guinea, Burundi, Rwanda, Djibouti, Swaziland, Gambia, Cape Verde, Comoros, Mauritania, Sao Tome and Principe, and Seychelles. A UN-FAO study in 2009¹⁸ looked at land allocations in five sub-Saharan countries: Ethiopia, Ghana, Madagascar, Mali, and Sudan. It found documented evidence that 2.4 million hectares of land had been transferred in land deals (of more than 1,000 ha) since 2004. This land was designated for food and fuel production, with considerable areas designated for fuel crops in Ethiopia, Madagascar, and Ghana.

Data from land Matrix database¹⁹ has a wider scope and coverage than previous databases on land acquisition globally. The database, which has been subjected to error-checking processes, covers 2,200 deals over 200 million ha of acquisitions between 2000 and early 2012. Five African countries are among the top 10 targeted countries for both agricultural and non-agricultural purposes: DRC, Ethiopia, Madagascar, Sudan and Zambia.

2.7 Statutory Underpinnings of Free, Prior Informed Consent (FPIC)

FPIC is the principle that a community has the right to give or withhold its consent to proposed projects that may affect the lands it communally owns, occupies or uses. FPIC, is now a key principle in international law and jurisprudence related to indigenous and local people. The principle basically implies informed, non-coercive negotiations between investors, companies or governments and indigenous peoples prior to the development and establishment of any projects or enterprises on their customary lands. FPIC also implies careful and participatory impact assessments, project design and benefit-sharing agreements. This is a much higher requirement for international business dealings compared to consultations. FPIC allows for bottom-up consensus and makes room for decision from local and indigenous peoples to promote greater security and less risky investments.

The United Nations Declaration on the Rights of Indigenous Peoples (UNFRIP) and the International Labor Organisation Convention 169 clearly establishes the basis for FPIC. The Universal Declaration of Human Rights, International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural rights all affirm the rights of indigenous peoples and by inference local communities to self-determination, which is an essential principle of FPIC. Since the UN has adopted FPIC it has been argued that REDD+ which was negotiated in the UNFCCC, has FPIC embedded in it. Full application of FPIC is, however, challenging. Organisations such as the Forest Peoples Program (FPP) has identified challenge in verification of procedures for compliance in the Philippines, as well as the true representativeness of consultations by indigenous communities.

In the case of Ghana, FPIC is, however, not clearly enshrined in the laws, although some elements are embedded in some laws. Ghana is also yet to sign and ratify the ILO Convention 169 on FPIC.

2.8 Statutory Underpinnings of Land Transactions in Ghana

The 1992 Constitution of the Republic of Ghana is the highest body of law on land administration in Ghana. It has more extended provision for land administration unlike other natural resources. The Constitution among other provisions forbids the sale of land but allows for temporary alienation through leasehold titling, 50 years for foreigners and 99 years for nationals. It also establishes the eminent domain of the State which allows it to appropriate customary lands for the public good, subject to prompt payment of fair and adequate compensation. The Constitution also respects local customary practices for land governance, as far as they are consistent with its provisions.

There is the Land policy of 1999 which was developed in the first phase by the Land Administration Project, running in Ghana and funded by the World Bank. The lands sector has several other laws numbering over 50 bothering on land governance, management, revenue, and registration. It includes the Land Title Registration Act, 1986 (PNDCL 152), Land Commission Act, 1994 (Act 483) Office of Administrator of Stool Lands Act 1994, (Act 481) Administration of Lands Act, 1962 (Act 123), State Lands Act, 1962 (Act 125), Land Registry Act, 1962 (Act 122), The Conveyance Act, 1973 (NRCD 175), The Survey Act, 1962 (Act 117) among others. There is a draft Land bill which seeks to consolidate existing scattered and land laws.

The 1986 Act provides for registration of allodial title, usufruct/customary law freehold, freehold, leasehold, customary tenancies, and mineral licences (GoG Land Title Registration Act 1986). The Office of the Administrator of Stool Lands Act of 1994 provides the framework for the collection and disbursement of revenues from stool and skin land, and for co-ordination with other land-related sector agencies and traditional authorities on matters related to the administration and development of stool and skin land. The Lands Commission Act of 2008 formalises the merger of several major land sector agencies, namely the Survey Department, the Land Title Registry, the Land Valuation Board and the Lands Commission Secretariat, into one corporate body: the Lands Commission.

2.9 Land Administration and Institutions

The Ministry of Lands and Natural Resources is responsible for land policy issues in Ghana. The Ministry currently oversees the Land Administration Project which seeks to reform land governance and administration in Ghana. Ghana's Constitution also establishes a Lands Commission and 10 regional Lands Commissions, and also provides for the Office of Administrator of Stool lands. The Lands Commission Act 2008, Act 483 consolidated four separate agencies previously responsible for land administration into one corporate body. This was to improve co-ordination and the attendant problems of separate and different land sector agencies. This includes the Land Title Registry division; the Public and Vested Lands Management division; the Survey and Mapping division; and the Land Valuation division.

The 1992 Constitution also provides for 10 Regional Land Commissions: one for each of the ten Regions to manage public lands and other lands vested in the President or in the Commission. The Lands Commission is responsible for advising the Government and other authorities on the policy framework of land administration and development: creating recommendations on national policy regarding land; supporting the implementation of a comprehensive programme of land title registration; and managing

all other assigned lands and forestry needs (GoG 1992).

There is also the Office of the Administrator of Stool Lands (OASL) which is established by the Constitution to manage activities related to the stool lands. The Office of the Administrator of Stool Lands Act 1994, Act 481 provides the framework for the management of stool and skin lands. Though primarily focused on financial management of customary lands, providing for the collection and disbursement of revenues from stool and skin land, the Act also requires the Office to co-ordinate with other land sector agencies and traditional authorities on matters related to the administration and development of stool and skin land (GoG, 1994).

⁷ www.worldpopulationreview.org assessed 28 October 2016

⁸ Communities with population above 5,000 are considered as urban by Ghana Statistical Service

⁹ FAO. 2005a. Aquastat: Ghana. <http://www.fao.org/nr/water/aquastat/countries/ghana/index.stm> (assessed 28 October 2016)

¹⁰ Namara, Regassa E., Leah Horowitz, Ben Nyamadi, and Boubacar Barry. 2011. Irrigation Development in Ghana: Past Experiences, Emerging Opportunities, and Future Directions. IFPRI. http://reliefweb.int/sites/reliefweb.int/files/resources/Full_Report_228.pdf (accessed 25 Oct. 2016).

¹¹ Ramsar. 2011 Ramsar Convention on Wetlands: Spreading the Ramsar 40th Messages. <http://www.ramsar.org> (accessed 24 October 2016).

¹² Wood Explorer. 2008. Ghana: Forest Resource. <http://www.thewoodexplorer.com/countrydata/Ghana/home.html> (accessed 25 Oct. 2016).

¹³ Alden Wily, L. (2013). "The Law and Land Grabbing: Friend or Foe?" Paper prepared for the Law and Development Conference 2013: Legal and Development Implications of International Land Acquisitions, Kyoto, 30-31 May 2013, p. 12.

¹⁴ ILC (2011). International Land Coalition: Tirana Declaration. Rome: ILC.

¹⁵ <http://programme.christianaid.org.uk/programme-policy-practice/sites/default/files/2016-03/large-scale-land-acquisitions-nov-2015.pdf>

¹⁶ **The Economist**. 2009. Buying farmland abroad: outsourcing's third wave, 23 May.

¹⁷ Friis, C. and A. Reenberg (2010). 'Land Grab in Africa: emerging land system drivers in a teleconnected world', GLP Report, No.1. Copenhagen, University of Copenhagen, GLP-IPO.

¹⁸ Cotula, L., Vermeulen, S., Leonard, R. and Keeley, J., 2009, Land Grab or Development Opportunity? Agricultural Investment and International Land Deals in Africa, IIED/FAO/IFAD, London/Rome.

¹⁹ The Land Matrix monitors land transactions in rural areas that are made for agricultural production (for food or agro-fuel production), timber extraction, carbon trading, mineral extraction, conservation and tourism, see: <<http://landportal.info/landmatrix/media/img/get-the-idea/top-10-target-countries.pdf>>.

3 Analysis of Findings

3.1 Introduction

Chapter three of the report is devoted to the analysis of the data gathered from the field including three case studies conducted in the three geographic zones on lands acquired by a number of companies. The analysis is underpinned by current laws, regulations and policy regimes, as well as international conventions and treatise governing land acquisition processes.

3.2 Large Scale Land Acquisition in Ghana

LSLA is an issue in Ghana. It could be connected to Land reform project through the Land Administration Projects I & II which seeks to address the problems of land administration seen as a major obstacle to investments in Ghana. There are a number of documented evidence demonstrating the extent of large scale land acquisition in Ghana and the entities involved in these transactions. Analysis of the available data from Land Matrix shows that there are about 50 large scale land transactions in Ghana, totalling about 1.76 million ha representing 7.13% of Ghana's total landmass. The analysis further disaggregates the sizes of land acquired by Ghanaians alone; Ghanaians in partnership with foreigners; and those acquired by foreigners alone. This is represented in Table 1 and graph 1 below.

Table 1 : Large Scale Land Acquisition in Ghana

Location of Companies Acquiring Land	Intended (Lands intended to be Acquired (ha))	Land Already Acquired (ha)	Percentage Acquired
Companies Outside Ghana	1,110,071	500,356	63%
Companies in Ghana	40,884	36,384	2%
Ghanaian and Foreign Companies in Partnership	612,018	487,663	35%
Total	1,762,973	1,024,403	100%

From the table above, Ghanaian entities have intentions to acquire almost 41,000 ha with a little over 36,000 already acquired and sealed with contractual agreements. Partnership between Ghanaian and foreign partners' equals to 612,018 ha out of which 488,000 ha has been concluded. Purely foreign entities have intended to acquire a little over 1 million ha of land in addition out of which 45% has been acquired. The above table is consistent with the dominant thinking that large land acquisitions are dominated by foreign interests.

The data on large scale land acquisition was further disaggregated into the uses to which they are put to. Four broad categories were identified and these included Bio-fuel, REDD+, Food Crops and Oil Palm. This is shown in chart 2 below.

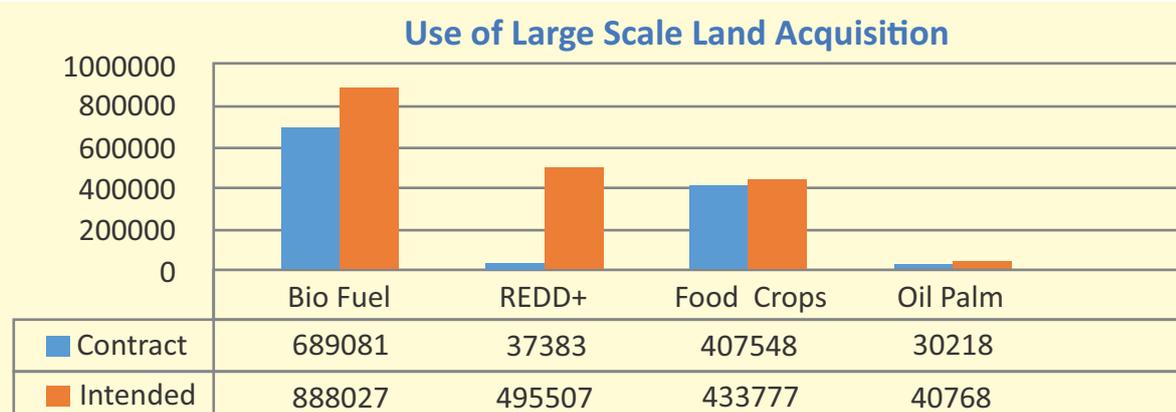


Chart 2: Usage of Large Scale Land Acquisition

A pictorial representation shows that within the context of lands for which contracts have been concluded, about 59% are put into bio-fuel crops. This is followed by food crops (35%) whilst both oil palm and REDD+ constitutes 3% each. Similarly, for the intended lands, majority have been put into bio-fuel followed by REDD+ and food crops. Acquisitions for both bio-fuel and REDD+ (62%) could have implications for food crops. It implies lands meant for food crops are likely not to be available in the future for long periods.. Furthermore, farmers, who hitherto, were deriving their living from these farmlands, may have been displaced. There could be land scarcity for people who want to go into farming in the future. For those whose lands have been taken from them, they have lost income from the land.

3.3 The Case studies

3.3.1 Description of the Study Area – Case study 1 - Ananekrom

Ananekrom is a community of about 10km north east of the Agogo Township in Asante Akyim North District. The community inhabitants are mostly migrants, who had settled for farming activities. The farmers cultivate mainly yams, plantain, maize, beans, groundnuts, onions, pepper, etc. The trends for subsistence farming are changing into plantation agriculture, where timber, spices, wood, and bamboo are cultivated by private companies, both local and international, for export. The town population is about 2000, and all are predominantly farmers. Ananekrom has limited social amenities and at the time of this research, there was no electricity although electric poles had been erected. There was a classroom block provided by World Vision International and MIRO Forestry Company.

The land in question was demarcated as a Forest Reserve through CAP 165 Forest Reserve Ordinance. However, the reserve was degraded during the 1980s. Through a Public-Private-Partnership (PPP) model to improve the wealth of the reserve, the government through the Forestry Commission gave part of the forest reserve to a private investor for forest plantation. It is under this arrangement that a number of private companies and entities such as the District Assembly, Ghana Timber Association, Asadu Royal Company acquired compartments of the reserve to undertake forest plantations. The District Assembly allotted part of its acquired reserve to interested farmers who then cultivated the land and planted tree seedlings supplied by the District Assembly. A total of 20,000 trees were planted by the District Assembly through these farmers.

3.3.2 Description of the Study Area – Case study 2 - Bantama

Bantama is a farming community of about 3000 inhabitants in the Sene District, about 40km from the District capital, Kwame Danso. Bantama is under the Wiase Traditional Council, which is the overlord of the lands within this area. The inhabitants are predominantly settlers and migrant farmers mostly from the Northern parts of Ghana. The community had electricity, 2 missionary schools, and portable drinking water.

The land administration including allocations for all purpose is mainly the mandate of the paramount Paramount Chief of Wiase Traditional Council. The land tenure system is so liberal and flexible that anyone could access acres of farm lands if they provided bottles of schnapps to the traditional authorities. The size of land controlled is dependent on the willingness and the strength of the farmer. There are no demarcations for the land to be utilised. The farmers mainly practiced shifting cultivation for yam. The only covenants that guarantee the existence of the farmer is the payment of either sixty Ghana cedis (GHs60.00) or 10-15 tubes of yams per annum as commitment fee or the ground rent. However, the farmers refused to pay the grant rent when it was increased.

At Bantama, three categories of land users were observed. These included the indigenes who access lands through their leaders. The second category is the migrant or settler farmers who have access to lands through traditional authorities. The third category, also migrant farmers, depended on the second category to have access to land for farming activities. That is to say, the third category did not go through the acquisition process with the traditional landowners. It was also observed that there is no status of limitation in terms of acreage a farmer can access. It is determined by the method of farming practiced which is mainly shifting cultivation. The yams do well when farmers do shifting cultivation. Due to the use of this method, the chief is unable to tell the quantum of lands that a particular farmer has under

cultivation. The shifting cultivation practice had relaxed the terms of tenure for farming purposes.

In 2010, the Africa Plantation for Sustainable Development (APSD) approached the Paramount Chief of Wiase Traditional Council for land for eucalyptus plantation towards energy supply. The Chief and Elders granted the APSD 10,000 hectares of land on a 50-year lease-term. The evidence gathered revealed that the community members including all the categories of farmers had no information on the acquisition processes until after the deal was completed. Upon the commencement of the operations by APSD, the affected communities were informed by both the Paramount Chief and the Company to stop cultivating the land. The farmers were, however, given six months to move their crops and belongings from the land. The company provided tractors to support them cart their produce and as well supported those who acquired new lands to plough the lands. The company further provided temporal storage facilities for the farmers to store their produce.

A dialogue process was later established to engage the farmers. Whilst these were on-going some of the farmers went back to the land and cultivated food crops, with the idea of receiving compensation. Some of the farmers, especially those who accessed their lands through the chiefs, received some level of compensation whilst those who accessed the lands through other farmers lost out. This category of farmers pulled out of the discussion. Other farmers took advantage and accessed new land which was paid for and ploughed at the expense of the company. Farmers were supported with seedlings and start-up capital. Again, the company demarcated portions of its acquired land (concessionary lands) to the farmers, who did not have lands to farm on, to do so in block farms. The farmers refused on the basis that the block farms are smaller than the acreages they intended to plant. Again, the processes for compensation and giving out the block farms were not transparent.

Community Engagement to Restore Land to Madam Serah Mohammed

APSD upon acquiring the land for the eucalyptus farm engaged the farmers and allocated portions of the land to the farmers who do not have access to the lands under the block farm system. Despite the efforts made by the company, not all the farmers had the information. **Madam Serah Mohammed** was allocated a block of farm during the allocation period. However, she was not aware until the study team engaged the group through the Focus Group Discussion process. It was during the course of the discussion that the woman got to know that people were allocated lands by the company; she was also allocated a parcel of the land for her farming

3.3.3 Description of the Study Area – Case study 3 - Akikasu-Ofaada-Esuotwene

Akikasu-Ofaada-Esuotwene is an enclave suburb of Essamang in the Eastern Region close to Adeiso. The people are predominately farming communities growing crops such as plantain, cassava, orange, cocoyam, cocoa, palm trees and coconut. The community has a number of migrant farmers from Akuapem, and Volta Region. The land acquisition processes in this community are clear and maintained by the indigenes. All acquisitions are handled by the traditional authorities and the community enjoins that all Stool Lands are acquired through the Chief. Some of the migrants had lived there for more than 100 years through a number of generations and therefore claimed that their ancestral fathers acquired outright sales of the land with surveyed documents covering the landholdings. The tenure arrangements are flexible for both men and women; there is equitable access to land but the control is still questionable.

The farmers observed annual ground rents collected by Office of the Administration of Stool Lands (OASL) for the cash crop farmers such as cocoa, palm and coconut trees. There are three arrangements that were observed: 'the Abunu' and 'the Abunsa' as well as the share cropping systems. In the case of the cash crop plantation, the owner of the land will contract a farmer to grow the cash crop in addition to the food crops, once the cash crop reaches a canopy stage the farmer is asked to leave the farm. This raises an issue of right of tenure for such tenants who are suddenly relieved of their livelihoods because the landlord no more needs their services. There is no compensation mechanism to off-set the losses of the tenant farmer.

In 2014, the Chief of Akikasu, called a meeting with the community and announced that the land had been leased to two companies: Ghana Rubber Estate Limited (GREL), and Jail River, a pineapple growing company. Therefore, he asked that anyone farming on those affected places should co-operate with the company in demarcating the farms and negotiating for compensation. The companies initially went in to

clear off the crops from the acquired land, however, with the collective resistance from the farmers, they were able to negotiate for a six-month grace period to enable them harvest their crops. Whilst this was ongoing, the companies surveyed the affected farm lands. In all, about 150 farmers were affected by the acquisition.

3.4 Question of Community Consent and FPIC

Even though Ghana's law does not explicitly deal with prior consent before any large scale land acquisition, Ghana's laws provide for public participation in the context of environmental regulation. The Environmental Protection Agency (EPA) is responsible for ensuring the conduct of Environmental Impact Assessments (EIA) when strong public concerns are raised over an intended project and its potential impacts are extensive and far-reaching. The EIA process grants the public the right to ask the company to revise its plans or reject the intended project. The process aims at ensuring that the concerns and needs of the affected population are considered and addressed, and offers key stakeholders an opportunity to influence the decision-making process.

The FPIC is a tool that would empower communities affected by mega projects to take informed decisions in the process of granting social licence to these projects but it would take a consistent knowledge-based campaign to achieve the success of getting the FPIC to be in the statutes of Ghana.

Revelations from focus group discussions with community members (both male and female) in Bantama in the Asante Akim North District Assembly indicated that community members were neither consulted nor informed about the land acquisition process and the intention of MIRO. Additionally, community respondents were only informed to gather their movable property or valuables from the affected land to enable the company commence its operations. Community respondents had to agitate to buy time to enable them to harvest their crops and other farm produce. Consent of the community was neither sort nor granted. Most participants in the focus group had very little understanding of the work of the company prior to its commencement. The lands, which are a part of a Forest Reserve, were acquired by the company from the Forestry Commission and there was no negotiation with the local level structures or institutions or community members. The traditional authority indicated that the Forestry Commission informed it after the negotiation with the company and presented the legal documentation to the Authority for signing, indicating the benefit sharing arrangement.

The Asante Akim North District Assembly in this case study had an interest in the area granted to MIRO plantations. During the creation of new districts, the Asante Akim North Municipal Assembly was divided into two and the forest plantation became the official property of the Asante Akim North District Assembly. Discussions with the Co-ordinating Director indicate that in 2014 the Forestry Commission, without any form of communication or notice to the District Assembly, allocated the same area to MIRO forestry. This was because the Forestry Commission claims the District Assembly was in breach of the agreement which required the Assembly to submit an Annual Forest Management Plan. It is estimated that farmers who were allocated land by the District Assembly planted 13,000 timber species. Upon leasing land, the company (MIRO) considered the community members as occupying the land illegally. Consequently, the farm lands including the food crops and farmstead belonging to the community members were destroyed by MIRO without informing the community members. The District Assembly, who had given the lands to the communities, were also not informed by the company of this action.

MIRO had indicated that it had conducted an EIA. However, there was no evidence of engagement of any of the stakeholders on the outcome of the report. This also reveals the quality of the consultation during the development of the EIA document from the application to the scoping, public hearing and the submission of the actual EIS. This violates the FPIC principles as well as EPA guidelines on conducting EIAs in Ghana.

Unlike Ananekrom, where the traditional authorities were not a significant party in the negotiation between MIRO and the Forestry Commission the other two case studies revealed that the traditional authority negotiated and ceded the land to the companies without the affected farmers consenting. There is no indication from the respondents that any of the chiefs acted under duress. What was not evidently clear was the consultation process by the Paramount Chief with the sub-chiefs and people who could be potentially affected by the acquisition. In Bantama, during a focus group discussion with community

members it was noticed that, the company allowed a period of six months for affected farmers, mostly settler or tenant farmers, to remove anything of value on the lands. Respondents again indicated that the company provided a means for aggrieved farmers to air and receive their grievances. Migrant farmers who did not have status with the traditional authorities we treated as 'non-entity holders' and had no say in the process of negotiating for re-allocation of farmland or compensation. Respondents also indicated that the company provided information about their intended activities and socio-economic opportunities which could be provided by the company. A major issue during this dialogue was the negotiation for payment of compensation. Cash crop plantations like teak plantations were negotiated and compensated for. However, food crops were not compensated for and considered as “flowers” by the company. Respondents were not aware of the implications of the project and could not produce any documentation to show that they had been educated on such potential impacts. Discussions with the company (Community Relation Officer) of the companies (GREL, APSD, and MIRO) proved that the company had undertaken an EIA but could not give or a copy of the report. However, information gathered at the Regional EPA offices indicated that the company conducted an EIA but the copies of the document could not be located at the regional office. In the case of African Plantations for Sustainable Development (APSD) Ghana, other EIA document was located at the regional office for other expansion work by the company.

Some of the other challenges that are faced in the implementation of the FPIC within the existing legal and policy frameworks include:

- Elite capture where the traditional authority represents the community without actually involving the community members in the decisions
- Lack of the recognition rights on non-indigenous land users.
- Short term land negotiation agreement; most of the farmers affected by the LSLA always have short-term land agreement (usually annual) with land owners.
- Lack of proper documentation on land transactions.
- Lack of proper monitoring in consultation process by government institutions.
- Lack of reliable information to communities (affected farmers) to make decisions on land transactions.

3.5 Compliance with 1992 Constitutional Provisions

The 1992 Constitution of the Republic of Ghana is the highest body of law on land administration in Ghana. Article 267 vests stool lands in the appropriate stool, forbids the creation of any freehold interest in stool land, and establishes the Office of the Administrator of Stool Lands, which collects and disburses revenue from stool land. Under the Constitution, non-citizens cannot gain a freehold interest over land, although they may lease land for a term of up to 50 years (GoG, 1992).²⁰ The Constitution among other provisions forbids the sale of land but allows for temporary alienation through leasehold titling, 50 years for foreigners and 99 years for nationals. It also establishes the eminent domain of the State which allows it to appropriate customary lands for the public good, subject to prompt payment of fair and adequate compensation. The Constitution also respects local customary practices for land governance, as far as they are consistent with its provisions. Customary or traditional authorities as trustees of communal or family lands have the right to make decisions about customary land. This position is enshrined in the Article 36(7-8) of the 1992 Constitution:

“Ownership and possession of land carry a social obligation to serve the larger community and, in particular, the State shall recognise that the managers of public, stool, skin and family lands are fiduciaries charged with the obligation to discharge their functions for the benefit respectively of the people of Ghana, of the stool, skin, or family concerned.”

In this regard all decisions on land disposition by any customary authorities must be made with the consent of the elders and community members, and all land-related decisions should aim to serve the greater good of the entire landowning community (Section 45 of the Chieftaincy Act, 2008 (Act 759)).

From all the cases studied, these Constitutional Provisions and the provision of the Chieftaincy Act were not adequately observed. In the case of Ananekrom, the Forestry Commission out of its own evolution leased the land to the investor with no recourse to the District Assembly, which acquired portions of the

Reserve and ceded them to the farmers, or Traditional Authority. There was no prior communication and engagements from the Commission to stakeholders with interest in the land. The lease was, however, within the stipulated 50-year period as stipulated by the provision of the 1992 Constitution.

The Lands Commission has developed draft guidelines for considering large-scale land transactions for agricultural and other purposes in Ghana. The guidelines seek to integrate such texts as the FAO Voluntary Guidelines on Responsible Governance of Tenure of Land, Fisheries and Forests within the Context of National Food Security and the Principles for Responsible Investment in Agriculture and Food Systems are put into effect. It is seen as an attempt to 'domesticate' international guidelines. The implementation of these guidelines is expected to create space for community consultations with feedback into decision-making processes. The guidelines if adequately implemented could improve transparency and accountability in LSLA processes because the Lands Commission will have the power to approve, reject, or alter proposed land transactions, that are not consistent with the guidelines in terms of transparency and consultation. The guidelines state that decisions about land deals covering less than 1,000 acres should be made at the regional level, while acquisitions of over 1,000 acres should be approved at the national level by the Lands Commission. In practice, these checks and balances are hardly ever enforced, and it is proving difficult to implement the draft guidelines for a number of reasons. This was the case in the two transactions by APSD and GREL. There was no evidence indicating approval by the Regional Offices of the Forestry Commission of the two acquisitions in Ananekrom and Akikasu-Ofaada-Esuotwene. In the case of the transactions between the Forestry Commission and MIRO, it is believed that the Commission would approve it since it was a 'player and referee' in the same transaction. However, there was no evidence attesting to this assertion.

In the other two case studies, however, the traditional authorities managed the transactions at a private deal and only informed the sub-chiefs and the farmers only when the transactions were completed. At Ananekrom, APSD established an engagement mechanism and found a way of supporting farmers by providing logistical support and machinery to plough their newly acquired lands. These came from the company rather than from the traditional authorities whose responsibilities it was to help the farmers. However, there was no evidence of period of lease. Neither was there an evidence of the transaction prices going through the offices of the Stool Lands Secretariat. From all indications, these transactions were not implemented within the context of the Land Commission's Draft Guidelines on LSLA transactions.

Only one company on the land matrix database: Agricon Global Corporation, has a freehold which is not only odd, but questionable since the constitution only allows for foreigners to lease lands for a period of not more than 50 years.

3.6 Social and Economic Impacts of the Acquisitions

3.6.1 Social Impact

In all the case studies, respondents complained about how authorities had not respected them. Community members during the FGD were of the view that their rights and livelihoods were not respected and taken into consideration during the acquisition process, especially in the case of Bantama, and Akikasu-Ofaada-Esuotwene. The FGD (women) recounted some of the abuses meted out to the community including being subjected to corporal punishment by the military and para-military task force at Akikasu-Ofaada-Esuotwene. This was particularly in the case of migrant farmers who neither have status with the traditional authorities nor paid any rental for the use of land. For this reason, community respondents claimed that many of such migrants had moved out of the area in search of other livelihood options. The Odikro of Ananekrom also recounted how properties were destroyed without negotiation or prior information.

As a result of inadequate due diligence on the acquisition process, there was a conflict between the investors – Ghana Timber Company, and MIRO over boundaries. MIRO had entered into portions of land belonging to Ghana Timber Company which were being used by a section of the farmers with permission from the Timber Company. MIRO considered all these farmers as illegal occupants of its new acquired land and therefore destroyed their farms without any prior information and negotiation. It was believed that, MIRO had limited knowledge on the historical perspective of the Forest Reserve including the boundaries.

Inhabitants including the affected farmers have limited or no mechanisms for reporting grievances or complaints. The community and MIRO had had many discussions with the District Assemblies but to no end. Responses from the focus group discussion and interview with the District Co-ordinating Director revealed that some elite farmers together with the District Assembly took MIRO forestry to court over the destroyed farms. As a result of the methods adopted by MIRO, there is a standing dispute between the company and the affected farmers. This notwithstanding, the company is implementing a social responsibility project in the communities – consisting of a 2-unit classroom block. In addition, the company is employing some of the community members and paying wages at a rate of GHS 7 per day.

Responses in Case Study 2 were not significantly varied from that of case study 1. During the FGD both the women and men (affected farmers) felt their concerns were not adequately articulated in the negotiation process. An affected farmer felt that the traditional authorities did not represent their concerns during the negotiation process. As a result the farmers do not trust their leaders. This was confirmed by an 'Odikro' who stated that the migrant farmers had refused to pay an increase in royalties to the traditional authorities. A sub-chief in one of the communities stated that, "I cannot organise a community durbar for people because I cannot anticipate the insults, humiliation, and other forms of embarrassment that my people will visit on me." What seems evident is the failure of institutions to protect the interests of local people and this has resulted in apathy among the inhabitants and sharp division between them and their traditional leaders.

Other observations made from the FGD in respect of social impact were an increase in thievery in the community. This from the group's points of view is as a result of people displaced from their lands and the lack of lands to cultivate food crops. "Nowadays, it is difficult to leave loads of crops by the roadside; it would be stolen" according to a member of the group. Discussions also revealed that farmlands have become smaller because the available lands are being shared with farmers who lost their lands to the investor. Consequently, shifting cultivation, which hitherto, was the main agriculture practice, is very limited because there are inadequate lands to facilitate the practice. This has affected yields for yams, resulted in thievery, potential impact for food security and reduced household incomes.

In Case Study 3 (Akikasu-Ofaada-Esuotwene), it was gathered from the respondents that the land acquisition has disrupted their social cohesion. This is because while some farmers had been paid their compensation others had not been paid because the company had not yet started cultivating the acquired land. Some of the affected farmers stated that the traditional authority had no right to give out their lands to the company because they have title rights over their lands which they inherited from their grandparents. These groups of affected farmers are seeking legal solution since they do not think that the Traditional Authority can help them. Interaction with the sub-chiefs at the local level indicated that they were informed about the acquisition of the land by the company by the Paramountcy when the deal had been completed and therefore cannot help the affected farmers.

3.6.2 Economic Impact

The economic impact looked at how the acquisition process has affected the jobs, income and livelihood of farmers who had their lands taken. In Case Study 1 (Ananekrom) it was obvious from the key informant interviews and FGDs that those whose lands were taken do not have jobs nor predictable income. The youth who were employed as farm labourers (popularly called 'by-day') no longer have such job opportunities because the farms do not exist any longer. Income to such category of the population is no more available. It was gathered during the discussions that MIRO had indeed employed some of the community members to work as farmers on their plots. However, only a limited number of people could access these jobs. Some of these young men and women are students who depended on the fees from 'by-day' to support their education and other livelihood activities. Their education and indeed overall livelihood is at risk. An affected farmer illustrated how he had to ask one of his dependants to drop out of school so that he could take care of the senior brother since he was already in the final year of Senior High School.

Respondents also averred that community members who were employed by the companies were not given any better offer than their previous farming livelihood. In a key informant interview, an affected farmer, for an average 15 acres of land, he claimed his wife could produce 10 bags of pepper while he could

produce between 70-80 bags of maize and 10-15 bags of groundnuts. Annually he claimed to earn a total of not less than Gh¢14,000 per annum from the sales of farm produce, with other benefits that cannot be valued such as firewood as energy source, snails, mushroom, greenly leaves, wild bush meat, herbs, foodstuffs that are consumed by the household among others. However, under the current employment regime with the company, the farm hands are paid about GHS2,555.00 per annum at a rate of GHs7 per day.

In Case Study 2 (Bantama), the community members indicated that they have reduced sizes of farmlands because they have to share with those who lost their farm lands. This has affected their income and reduced availability of food crops for household consumption and sale. Less farm lands are under cultivation resulting in decrease in food crops produced. Not much is offered for sale because of the need to satisfy households. It was also that the community has experienced increase in the prices of food stuffs because they are not available as they used to before lands were taken from most of the farmers. Incomes of farmers have also been affected, according to the farmers because they are producing less, most of which are consumed at the household level.

It was also gathered that some of the youth had been employed on the plantation as sprayers; at nursery; as drivers; and security guards by the company. Such jobs are paid on a range of 12–25 Ghana cedis per day. This has increased the number of food vendors and petty trading in the area. The members interviewed, however, explained that an average farmer with 10-20 hectares of yam could earn GHs 20,000 to GHs 30,000 on the farm per annum and therefore the wage paid by the company is not enough to compensate for their loss.

The third case study presented similar issues to that of the first two. Among other economic effects mentioned as the effect of the acquisitions were high cost of living; loss of farm lands; and increased incidents of thievery among others. The community confirmed that, there is shortage of food in the community at some period of the year since most farms were taken. This had decreased the household income levels, increased cost of living since they have to purchase food at some point in time because they cannot produce more to earn more and feed their family as they used to do. The company though had employed some of the youth in the community as farm labourers - supporting the weeding, spraying, nursery. Others are drivers and security personnel with the daily rate of Gh¢10 as compared with an average farmer with a farm size of the 2-5 acres, could earn Gh¢5,000 per annum with other countless benefits from the farm.

3.7 Compensation Payment

In all the three cases the affected farmers complained about the level of compensation that was paid to some of them. In cases where compensations were paid, it was not based on the value of the crops on the land and in line with Lands Commissions' valuation procedures. There was no negotiated settlement between the investors and the farmers. The investors decided to use their own value judgements for compensations. For the affected community farmers, the process was not fair and just as the amount received was below the values they would have had if they had sold the matured crops in the market.

In Ananekrom, no compensation was paid to affected farmers or the district, and there was no prior information given. There was no eviction notice hence most farmers lost their farms and cottages.

In Bantama the affected farmers were given notice to remove all food crops within an agreed period of six months. However, in the process the company promised to support the affected farmers with transport but that did not happen. Even though the affected farmers complained of loss of food crops this was as a result of either mishandling of crop during transportation or poor storage system. The company as part of compensation had allocated farmlands along their plantation for the affected farmers and provided clearing services to the farmers annually for free as this was part of the negotiation process with the Traditional Authorities. Some of the farmers who received compensation in the form of cash indicated they were not paid the agreed price. A teak tree plantation farmer illustrated how his compensation was effected by an official of the company after lodging a series of complaints. The said official upon meeting the farmer brought money from his pocket and handed it over to the farmer as his compensation. There was no signing of any document as evidence of payment. There was no basis for the determination of the level of compensation and so also was the amount provided.

At Akikasu-Ofaada-Esuotwene (Case Study 3), negotiations concentrated on the plantations at the expense of food crops. This by implication means that farmers with food crops were from the on-set left out of the negotiation process. However, the level of compensation was determined by the investor, in this case GREL, using its own indicators. The company first measures the size of the plantation and decide on how much to pay the farmer. It was alledged that farmers who challenged the compensation process were arrested and others subjected to beating by security guards of the company. According to the Assemblyman, it is estimated that GREL and another company, JAI River have together acquired about 400,000 hectares of land.

It was observed during the study that GREL had provided the communities with potable water and had sponsored the vacation classes for school pupils. These services the company considers as its Corporate Social Responsibility.

It was gathered that the farmers were not pleased with the compensations especially where food crop farmers did not benefit. It was indicated that food crop farmers were far more than cash crop farmers and therefore a large number of people were affected because they did not receive compensation. The Assemblyman urged government institutions to support communities during negotiation and compensation processes. Again, the farmers must enhance their capacity in documenting the tenure rights, commitments, and the covenant undertaken on the land, as well as the profits made of the proceeds from the farms. He also called for improved knowledge on land rights issues in the community.

The table below provides some information about the payment made by companies as per the crops grown by the farmers.

Table 2: Compensation Payment per Acre

Crops Descriptiona	Acreage	Amount Paid
Cocoa	Per Acres	GH 7,500
Orange	Per Acres	GH 1,900
Palm nut	Per Acres	GH 1,900
Cassava, Plantain, Cereals , vegetables and all other crops for food	Per Acres	None; it was considered as flower by the company.

Source: Author's Construct, October 2016: from Interview with the Assembly man.

3.7.1 The Gender Dimension

Traditional authorities hold lands in trust of their people including children yet unborn. This by implication means that whilst land and its related resources are used to meet the needs of present generation, efforts should be made not to compromise the needs of the future generation. It also means members of the family who own the land must have equal access to the land. The customary law grants land use rights or customary freehold over land to female as well as male members of the lineage. However, land tends to be allocated to men, with women being dependent on men for access. A study by FAO (FAO, 2013)²¹ showed wide gap in access to land by men as compared to women (men have 4 times as much women). The case studies revealed situations similar to the above. Men in the studied communities could readily access land for farming activities and the women usually rely on the men (their husbands) to provide them portions of their acquired lands to enable the women farm. In such situations women who want to venture into farming but do not have husbands may find it difficult to access land even if their families have land.

As stated above discussions with women's group did reveal that access to lands for farming is through their husbands and it is mainly for food crops. The women were most affected during the land acquisition process. This is because the investing companies, where they compensated the farmers, paid for only the

cash crops and left out the food crops which they considered as 'flowers'. Since the women were in the food crops category, it stands to reason that they lost their income and livelihoods from these lands. There is now heavy dependence on their husbands to fend for the family. However, in situations where both the husband and wife were engaged in food crops and did not receive any compensation, the burden tends to be heavy on such families as gathered from community meetings. It was also noted that in situations where the companies offered employment to the community members, men were preferred more to women. The case in the Box below illustrates the challenges women faced during and after the land acquisition process in one of the communities.

The Gender Dimension in LSLA Process: The Case of Zinabu

Zinabu, a 45 old woman, migrated 17 years ago from Karatu, a suburb of Tupanni, in the Northern Region of Ghana to Ananekrom with her husband. She has nine children (3 females, 4 males with 2 dead). Her husband upon receipt of the land from the forestry to undertake a Taungya system, allotted 2 acres of the land to Zinabu to enable her feed their seven children. Zinabu cultivated groundnuts, onions, and maize on the plot. They were made to pay an annual rate of 50 Ghana cedis to the forestry officials as covenant fees to guarantee her continuous farming on the land. She did not default in payment. She was at home one day when she heard that farms were being destroyed by a company who had acquired the land. Some of the villagers who attempted to resist the actions were beaten up by the military and the forest task force.

The groundnut and onions were just two weeks away to maturity and harvesting, therefore, "I took my pan to the farm with the intention that I was going to remove my crops, I met the caterpillar right on the farm so I pleaded to be given time to uproot the crops. The officials refused vehemently and ran the machine through the farm in my presence. I collapsed, and for two months I was not of myself; it was all mourning and murmuring on how to feed the family."

She mentioned that on the same two (2) acres of land she cultivated maize, pepper, onions, and yams. "I had nine (9) bags of maize at the price of 120 Ghana cedis, two (2) bags of pepper at a price of 500 Ghana cedis each, nine (9) bags of onions at the rate of 350 Ghana cedis and the total of yams sold were 800 Ghana cedis. Aside from other things taken from the farm, I earned 6,030 Ghana cedis, in the previous year. Now, I have to buy every food item I eat in the house and this has drastically reduced our food intake. The supply of educational materials and books for the children had become a problem. I could not continue paying the kids' school fees therefore, I had to send four of them away to go and stay with other family members. I have not been able to visit till date and I'm not sure whether the kids are still in school or have become drop-outs." Madam Zinabu was in uncontrollable tears as she narrated this story.

3.8 Environmental Impacts

Environmental Protection Act of 1994 (Act 490) states that any proposed change of land use where the land in question is 40 acres or more and affecting 20 or more households must be accompanied by an environmental and social impact assessment (ESIA). Under the Environmental Assessment Regulations of 1999 (LI 1652), the ESIA process should include a public hearing, and the public authorities should consider all submissions made to them as part of this process. However, evidence gathered from the communities and District Assembly revealed that the EIA process was not extensively followed in two of the three case studies (by APSD and GREL). There was no documented evidence of this process taking place either in the communities, District assembly, or at the Lands Commission (Regional Office). In the case of MIRO, the Commission gave an indication that the ESIA was conducted, however, no evidence could be produced. As a result of the short-term nature of the study, it was not possible to provide observable changes in the environment. However, some of the community perceived that there had been observable changes in weather patterns since the past four years. In addition, the company is employing the use of weedicides and other pest control chemicals to control weeds and pests. These, the communities observed, are likely to wash into their rivers during run-offs.

3.9 Impacts on Food Security

From all the three case studies it cannot be concluded that LSLA had resulted in food insecurity in the locality. However, it had contributed to farmers incurring more expenses of food in the study area. In all cases, most of the lands acquired by the companies were under food crops cultivation. In the case of Ananekrom, even though the farmers had plantation trees, they were practicing the Modified Taungya System where they integrated food crops in the plantations thereby promoting food security. With the acquisition of the land and change in land use, this had affected food production in the communities. In Bantama, shifting cultivation which has the potential for enhancing food production is limited because the parcels of land have become smaller after the acquisition took place. At Akikasu-Ofaada-Esuotwene, all the lands acquired have been turned into rubber plantations.

²⁰ Government of Ghana (GoG, 1992) 1992 Constitution of the Republic of Ghana

²¹ FAO (2013) "The Gender and Equity Implications of Land-Related Investments on Land Access, Labour and Income Generating Opportunities in Northern Ghana: The Case Study of Integrated Tamale Fruit Company". FAO, Rome 2013

4 Conclusions, Summary of Major Findings and Recommendations

4.1 Introduction

This section of the report provides information on conclusions drawn and recommendations proffered based on the results of information gathered and analysed from both qualitative and quantitative sources, including visit to communities where large scale lands have been acquired for agriculture and agro-fuel purposes. These communities became the subject of study within the context of how the FPIC and other laws and guidelines governing land management in general, and large scale land acquisitions in particular have affected communities' access to land and its related resources.

4.2 Conclusions

The study revealed a number of issues bordering on how the land sector is governed in Africa, especially in Ghana. The information available provides evidence to the fact that large scale land acquisition in Africa in general and Ghana in particular has been on the rise in the past two decades. It is a fundamental development issue affecting the well-being and sustenance of communities whose livelihood depend on the land, not only for the current generation but also for the future.

The study revealed that large tracts of land have been acquired by both foreign and domestic interests across the country mostly through traditional customary arrangements from chiefs and landowners. It is revealed that most of the lands that had been acquired are mostly at the blind side of Lands Commission thereby making it difficult for government to document large scale land acquisition in Ghana.

That land acquisition process is a problem in Ghana despite our quest for development. If Ghana does not govern the process well, it could destabilise social arrangements and even the investment potential in the land sector. Throughout the study, there was not much information on the role the various state actors are playing in these large scale acquisition processes. Where they have acted, they have tended to favour the buying company as happened in the Ananekrom case. It is important to draw the relevant state actors' attention to what is going on in the land sector especially in the customary land sub-sector.

Application of FPIC in the land acquisition is questionable. Consultations are very limited even when it happens. How it could apply is also a problem as there are no clear guidelines. The Lands Commission is unable to police and enforce adequately the guidelines for LSLA in Ghana.

Another conclusion is that companies do not respect the EIA process as stipulated by EPA Regulations and therefore do not conduct ESIA. Where it has happened there has been, if any, limited stakeholder engagement on the outcomes. It is the right of communities to have information from ESIA studies and to know the potential impact of any activities close to them.

The lack of scrutiny and the absence of appropriate laws in Ghana enable Traditional Councils to exploit negotiations for personal enrichment, rather than representing, in their role of fiduciaries, the interests of their constituency. The Study revealed that land acquisition process is mainly a transaction between the prospective "lessee" and the traditional authorities in the respective areas of the study and that as soon as both parties have agreed on the transactions, the responsibility of the traditional authorities to the tenant farmers on the land ends and that of the investor company begins. At best the traditional authority will inform the tenants of the need to move out of their farmlands for the new owner to take over. The traditional authorities should be held responsible for other downstream activities, how the acquisition affects those who were already working on the lands, especially those who used to pay ground rent to the authorities.

It observed that most of the farmers who lost their farmlands in addition to crops are not aware of the legal avenues available to them. Those who were aware and have the resources have taken legal action against some of the traditional chiefs and company as was observed in Ananekrom and Esuotwene in the second and third case studies. This presents a crucial case for farmers' education and awareness raising.

Two out of the numerous large scale acquisition contradicts the Constitution of Ghana where outright purchase agreement had been reached with the investors. Government officials must ensure that land transactions do not contradict the laws of the country even if the land owners sign such agreements.

Women do not normally negotiate for compensation because they do not acquire the land from the Traditional Authorities or the land owners. Most of the lands that women worked on were acquired through their husbands and this affected the bargaining power of women.

4.3 Summary of Major Findings

Consent of local communities

- Consent of local communities really happens in large scale land acquisitions. The Land transactions are done with the traditional authorities who in all cases, acted as the embodiment of the will of the people without extensive consultation with those who would be negatively impacted.
- Where lands are Forest Reserves, the Forestry Commission acts as land owner and negotiate terms with the investor when in actual sense, Forest Reserves are owned by the people. It is also a paradox because the Forestry Commission has a mandate to manage forest reserves. If it gives a Forest Reserve for plantation for reason of degradation, then it could imply that it has failed in its mandate.
- Local communities do not have adequate or the information on intended or proposed large scale land acquisitions to offer their opinions or be informed on how to negotiate for compensation. Migrant farmers and those without secure tenure to lands are compelled to negotiate compensations from positions of weakness.

Compliance with Constitutional requirements and EIA processes are not rigorous, with affected communities and people having very limited effect when it even happens.

- Large scale land transactions in the specified areas is not properly supervised by the state institutions with is a disadvantage to local communities and their traditional authorities.
- All cases studied in this study complied with the limits imposed by the Constitution on land acquisitions. However, one acquisition from the LandMatrix data is an outright purchase; a freehold which is in aberration of the constitution.

Social, Economic and Environmental Impacts.

- Large scale land acquisitions have heightened existing tensions between migrant farmers and indigenes: between the communities and their traditional authorities; and between the communities and investors. Some of these conflicts have manifested in violence. Investors, as in the case of Akikasu-Ofaada-Esuotwene, have sought police protection against communities which resulted in human right violations.
- There are inadequate grievance redress mechanisms to address emerging conflicts.
- The loss of farmland and agriculture livelihoods is driving social vices and could get worse as displacements happen at scale.
- Compensation for loss of farmlands is inadequate and much highly skewed against migrant farmers. Alternative livelihood options for local farmers such as working for the investors is unattractive do to the very low remuneration.
- Reducing land for agriculture could have future impacts on food security due to conversion from production of foodstuff to plantation. Lands is no long available for the age-old practice of shifting cultivation, hence this will affect the kinds of food crops that can be produced. Food insecurity is not yet evident in any of the case-studies but seems inevitable.
- Women without secure land tenure receive lesser compensation for land loss due to the lesser value placed on the food crops they produce.

In general, the study revealed that large scale land acquisitions in the country, especially within the frame of customary tenure do not meet the FPIC guidelines and the requirements of most of the laws and policies of the country.

4.4 Recommendations

These recommendations have been made based on the findings from the field and as well from the review of literature on the subject.

It was observed that most of the farmers who lost their farmlands in addition to crops are not aware of the legal avenues available to them. Those who were aware and have the resources have taken legal action against some of the traditional chiefs and company as was observed in Ananekrom and Esuotwene in the first and third case studies. This presents a crucial case for farmers' education and awareness raising.

1. *It is important to draw the relevant state actors' attention to the practice of large scale land acquisition so as to ensure proper monitoring of large scale land acquisitions in the country as this is crucial to the survival of the small scale land holder. It is important for CSOs to advocate for strengthening existing policy and regulatory frameworks to monitor progress on how local people benefit from land acquisition as well as monitor the actions of state actors and Traditional Authorities in the land sector especially to demand accountability from their actions; civil society could help but this should be an interest of the State as well.*
2. *It is important that CSOs/NGOs support the education and enhance the awareness of Traditional Authorities, community members, especially tenant farmers on relevant laws and policies governing land management and land acquisitions in Ghana and how and where they can secure their access rights. The complicated land administration system in Ghana makes community rights seem like an unnecessary distraction which everyone wants to ignore. Civil society should put the need for coherence and simplicity of land administration on the agenda for legal review.*
3. *The government through the State actors should be made to ensure that large scale land acquisitions in Ghana follow the established due processes including fulfilment of all relevant requirements as established in both national and international laws and conventions.*
4. *Communities should be supported to document their tenure as this could be used by farmers to explore alternative business models to land acquisition such as joint ventures, local people using their lands as equity in large scale investments in land, contract farming and out-grower schemes.*
5. *There is a need to review existing land laws (e.g. customary land sub-sector tenure systems) and ensure that large-scale land acquisition aligns with local and national visions and development aspirations.*
6. *Food insecurity appears to be rearing its head in the affected communities because lands which hitherto were used for food crops are now being used for plantains and agro-fuels (extension services).*
7. *There is the need to address certain structural issues that make Ghana's land very attractive to foreigners but render the benefits of its natural endowment very marginal to local people (e.g. neglecting existing local land rights).*
8. *Critically examine the tenure rights of state institutions such as the Forestry Commission and their right, legal or moral, to give degraded forest reserves for plantations without recourse to the original owners of forest lands*
9. *Large scale land acquisitions are likely to increase, hence there is the need to clearly integrate FPIC into local legislation in Ghana and to protect local community rights. Also there is the need for greater awareness of local communities to negotiate better terms for surrender of their lands for purposes other than they choose.*

Appendix 1: Large Scale Land Acquisitions in Ghana from the Land Matrix Database

REGION	LOCATION	INVESTOR NAME	INVESTOR COUNTRY	INTENTION	INTENDED SIZE	CONTRACT SIZE	NATURE OF THE DEAL	CROP
Ashanti	Nsuta, Sekyere	Hazel Mercantile Ltd.	India	Biofuels	50000	4360	Lease / Concession	Jatropha
Ashanti Region	Asubima Forest Reserve	Form International Ltd	Netherlands	For carbon sequestration/ REDD, For wood and fibre	20000	3500	Lease / Concession	Teak, Trees
Ashanti Region	Ashanti	Viram Plantation Ltd., Unknown Ghanaian Investor	India, Ghana	Biofuels, Food crops, Non-food 99 commodities, Renewable Energy	400000	400000	Lease / Concession	Coffee Plant, Food crops (no specification), Oil Palm, Rubber, Sugar Cane, Tea
Ashanti Region	Agogo	Miro Forestry Company	United Arab Emirates	For wood and fibre	10000	5000	Lease / Concession	Eucalyptus, Pine, Teak
Ashanti Region	Ashanti	Global Environment Fund	United States of America	Food crops, For wood and fibre, Renewable Energy	136860	136860		Corn (Maize), Rice, Soya Beans, Trees
Ashanti Region	Ashanti	Hulstein Warren Co Ltd	United States of America	Food crops	5223	5223	Lease / Concession	Corn (Maize), Rice
Ashanti Region	Ashanti	National Interest Co. Ltd. (NICOL)	Ghana	Forest unspecified	5002	5002	Lease / Concession	
Ashanti Region	Kumawu	Akate Farms and Trading Company Limited	Ghana	Food crops, Livestock	853	853		Corn (Maize), Fruit, Mango, Pineapple, Soya Beans
Ashanti Region	Ampabame, Kumasi	Juaboso Agro Processing Company (JAPC), Unknown Investor	Ghana, United States of America	Food crops	6000	6000	Lease / Concession	Banana
BA/NR	Brong Ahafo, Northern,	Ghana Commercial Agriculture Project (GCAP)	Ghana	Food crops	4500			Rice

Brong Ahafo	Yeji	Agroils	Italy	Biofuels	10000	6699	Lease / Concession	Jatropha
Brong Ahafo	Prang	Unknown (Central Sugar Co)		Biofuels, Food crops, Renewable Energy	30000	8495	Lease / Concession	Sugar Cane
Brong Ahafo	Brong Ahafo	Kimminic Corp.	Canada	Biofuels	65000	13000	Lease / Concession	Peanut, Corn (Maize), Jatropha, Soya Beans
Brong Ahafo	Brong Ahafo	Jatropha Africa, Unnamed investor 193	United Kingdom of Great Britain and Northern Ireland, Ghana	Biofuels	120000	50000	Exploitation license	Jatropha
Brong Ahafo	Sunyani, Mampong, Somanya	Global Green	Netherlands	For wood and fibre	1350			Teak
Brong Ahafo	Yeji	Natural African Diesel Ghana Limited	South Africa	Biofuels	50000	50000	Lease / Concession	Jatropha, Oil Seeds
Brong Ahafo	Asunafo South	Mim cashew & Agricultural Products Ltd.	Singapore	Biofuels, Food crops	761	761	Lease / Concession	Cashew, Corn (Maize), Jatropha, Soya Beans, Sun Flower
Brong Ahafo	Sene	African Plantation for Sustainable Development Ghana Ltd.	South Africa	For carbon sequestration/REDD, For wood and fibre	450000	13376		Eucalyptus
Brong Ahafo	Atebubu	Ghana Farms		Food crops	19453	19453		Corn (Maize)
Brong Ahafo	Atebubu	African Plantation for Sustainable Development Gh. Ltd.	South Africa	For carbon sequestration/REDD, For wood and fibre	9155	9155	Lease / Concession	Eucalyptus
Brong Ahafo	Kintampo	AgDevCo	United Kingdom of Great Britain and Northern Ireland	Food crops	10369	5740	Lease / Concession	Corn (Maize), Rice, Sorghum, Soya Beans

Brong Ahafo	Sene	World Food Association			80937		Lease / Concession	
Central Region	Mankessim, Kwahu Tafo, Gomoa,	Gold Star Farms	Ghana	Biofuels	5766	5766		Jatropha
Central Region	Winneba	Symboil AG	Germany	Biofuels, Food crops, Livestock	13500	7000	Lease / Concession	Corn (Maize), Jatropha, Oil Palm, Sun Flower
Eastern Region	Akuse, Nsawam, Ghana	Compagnie Fruitière	France	Food crops	4700	3500	Lease / Concession	Banana, Pineapple
Eastern Region	Afram Plains	Unknown Investor, Unknown investor	Denmark, Ghana	Food crops, Livestock	22000	22000	Lease / Concession	Corn (Maize), Fruit, Soya Beans
Eastern Region	Adeiso	Unknown (German), Unknown (British), Unknown (Ghanaian)	Germany, United Kingdom of Great Britain and Northern Ireland, Ghana	Food crops	500	500	Lease / Concession	Mango, Papaya, Pineapple
Greater Accra	Sege, Gomoa,	Bionic Group	United States of America	Agriunspecified, Biofuels, Food crops, Livestock	10000	1750	Lease / Concession	Sun Flower, Jatropha, Oil Palm
Greater Accra	Shai Hills, Shai Hills Production Reserve	Agricon Global Corporation	United States of America	Food crops	12950	3200	Outright Purchase	Canola, Corn (Maize), Soya Beans, Sun Flower
Northern Region	Savelugu	Marubeni Co., Government of Ghana	Japan, Ghana	Biofuels, Food crops, Renewable Energy	30000			Sugar Cane
Upper East	Upper East	Ghana Commercial Agriculture Project (GCAP)	Ghana	Food crops	2310	2310	Lease / Concession	Sorghum, Corn (Maize), Rice, Soya Beans
Volta Region	Volta Region	Galten Global Alternative Energy	Israel	Biofuels	100000	100000	Lease / Concession	Jatropha
Volta Region	Volta Region	Prairie Texas, Government of Ghana, Ghana Commercial Bank	United States of America, Ghana	Food crops	5000	2150	Outright Purchase	Rice

Volta Region	Ho	Caltech Ventures Ghana Ltd	Ghana	Biofuels, Food crops	3000	3000	Lease / Concession	Cassava (Maniok), Soya Beans
Volta Region	Lake Volta	Africa Atlantic Holdings Ltd	United States of America	Food crops	10497	10497	Lease / Concession	Corn (Maize)
Volta Region	Volta	Brazil Agro-Business Group	Brazil	Food crops	5000	200	Lease / Concession	Rice
Volta Region	Volta	Gadco Enterprise PLC	United States of America	Food crops	4000	1000	Lease / Concession	Rice
Volta Region	Brewaniase	Volta Red	United Kingdom of Great Britain and Northern Ireland	Agri unspecified	3750	3750	Lease / Concession	Oil Palm
Volta Region	Volta	Volta Red	United Kingdom of Great Britain and Northern Ireland	Agri unspecified	650	650	Lease / Concession	Oil Palm
Volta Region	Ghana	Jiangxi Yu Sheng Food	China	Food crops	500	500	Lease / Concession	Soya Beans
Western Region	Ghana	DOS Palm Oil Production Limited (UK)	United Kingdom of Great Britain and Northern Ireland	Agri unspecified	3000	700	Lease / Concession	Oil Palm
Western Region	Prestea, Ahanta, Takoradi,	Norpalm AS, PZ Cussons Ghana Ltd.	Norway, Ghana	Agri unspecified	5018	5018	Lease / Concession	Oil Palm
Western Region	Agona	Formako Farms	United Kingdom of Great Britain and Northern Ireland	Food crops	405	405	Lease / Concession	Cacao, Corn (Maize), Pineapple

Western Region	Abenase	YONEC GmbH & Co. Naturenergie KG, Unknown Ghanaian Company	Germany, Ghana	Agri unspecified, Food crops, Non-food agricultural commodities	1000	1000	Lease / Concession	Cashew, Oil Palm
Western Region	Bibiani	Dekel Oil Public Limited	United Kingdom of Great Britain and Northern Ireland	Agri unspecified	10000		Lease / Concession	Oil Palm
	Ghana	Trans4mation Agritech	United Kingdom of Great Britain and Northern Ireland	Food crops	100000		Lease / Concession	Rice (hybrid)
	Ghana	VP Group	Kenya	Food crops	1070	1070	Lease / Concession	Vegetables
	Ghana	Abellon CleanEnergy Ltd.	India	Biofuels	10000			Bamboo, Sorghum
	Ghana	Punjab Farmers	India	Agri unspecified	8000		Lease / Concession	

Appendix 2: Some International conventions/ Policies on Free Prior Informed Consent (FPIC)

INTERNATIONAL STANDARDS AND PRINCIPLES	REMARKS / COMMENTS	
Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests (UN Systems)		
'The United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), adopted September 2007,	UNDRIP calls on States to consult with indigenous peoples through their representative institutions in order to secure their FPIC, "prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilisation or exploitation of mineral, water, or other resources."	
The International Labour Organisation's Convention No. 169 Concerning Indigenous and Tribal Peoples in Independent Countries (Convention 169)	<p>The General Conference of the International Labour Organisation adopted Convention 169 on June 7, 1989. Although the instrument does not clearly articulate the consent standard for development projects, it establishes the right of indigenous and tribal peoples to be consulted regarding extractive industry projects that would affect them prior to exploration and exploitation, and calls for FPIC in cases of relocation (ILO, 1989). By recognising consent as the objective of consultations, Convention 169 makes clear that adequate consultation processes must move beyond mere dialogue towards agreement making.</p> <p>Convention 169 also requires state parties to take steps to identify the lands which project affected peoples traditionally occupy and guarantee effective protection of their rights of ownership and possession. Regrettably</p>	
The Convention on Biological Diversity (CBD)	The CBD references FPIC in the context of genetic resources, specifically requiring that, "access to genetic resources shall be subject to prior informed consent of the contracting party providing such resources, unless otherwise determined by that party". The conference of contracting parties to CBD have also recognised that the FPIC of indigenous peoples and local communities should be obtained before certain activities that affect them can be undertaken, most notably with respect to access to traditional knowledge, innovations, and practices and in resettlement as a consequence of the establishment and management of protected areas (UNEP, 2012).	
United Nations treaty bodies, such as the Committee on the Elimination of Racial Discrimination and Committee on Economic, Social, and Cultural Rights,	United Nations treaty bodies, such as the Committee on the Elimination of Racial Discrimination and Committee on Economic, Social, and Cultural Rights, have also called on States to respect FPIC for indigenous peoples in the context of development projects (Doyle, 2012).	

INTERNATIONAL FINANCIAL INSTITUTION SAFEGUARDS	REMARKS / COMMENTS	
International Finance Corporation (IFC) Performance Standards on Social and Environmental Sustainability. policy took effect on January 1, 2012.	<p>These include Performance Standard 1 on assessment of impacts, and Performance Standard 5 on land acquisition and involuntary resettlement, which establish detailed requirements on community engagement, negotiation with holders of land rights, grievance mechanisms, and compensation for displaced peoples. Disclosure of relevant information and participation of Affected Communities and persons will continue during the planning, implementation, monitoring, and evaluation of compensation payments, livelihood restoration activities, and resettlement, to achieve outcomes that are consistent with the objectives of this Performance Standard (IFC, 2012).</p>	
African Development Bank (AfDB)	<p>Unlike other IFIs, the AfDB does not have a particular policy for indigenous peoples. Arguably, this is due to on-going controversy around indigenous peoples' rights in Africa. However, the Involuntary Resettlement Policy (AfDB, 2003), may be of particular importance to both indigenous peoples and local communities. The Policy contains a number of requirements that the client must implement before the Bank can fund any project that involves resettlement. The primary aims of the Policy are inter alia to ensure equitable treatment of displaced people and to ensure that they share in the benefits of the projects that led to their resettlement.</p> <p>The Policy also calls for the payment of compensation to the affected people before the implementation of a project that will lead to their resettlement. Further, the Policy stipulates that the needs of vulnerable groups such as ethnic, religious, and linguistic minorities must be at the center of the development approach. The Policy recognises that involuntary resettlement can have a wide range of impacts on the lives of the people including impoverishment, threats to cultural identity, and health problems. Related to the principle of FPIC, the Policy stipulates: The affected population and host communities should be involved in the design of the resettlement plan. Community participation helps to ensure that compensation measures, relocation site development programmes, and service provision reflect needs, priorities, and development aspirations of the affected people and their hosts. All stakeholders, particularly the affected population, host communities and their representatives, should be fully informed, consulted and effectively involved in all stages of the project cycle...Special measures need to be put in place to ensure full and effective participation of disadvantaged groups in such processes...</p>	
Private Industry Instruments and Standards for Self-regulation.	<p>Roundtable on Sustainable Biomaterials (RSB) adopted Guidelines for Land Rights ("Respecting Rights, Identifying Risks, Avoiding Disputes, and Resolving Existing Ones and Acquiring Lands through Free, Prior, and Informed Consent"), and Food Security Guidelines</p>	

Africa		
African Union's African Convention on the Conservation of Nature and Natural Resources	Broadly aims to promote environmental protection, conservation and sustainable use of natural resources, and to coordinate policies in these fields. With regard to the traditional rights of local communities and indigenous knowledge, the Convention calls on state parties to ensure the FPIC of communities for access to and use of indigenous knowledge. The Convention also requires parties to take measures to facilitate, "active participation of the local communities in the processes of planning and management of natural resources upon which such communities depend with a view to creating local incentives for the conservation and sustainable use of such resources	While the Convention does not require project proponents to secure the FPIC of communities for natural resource development projects, it clearly aims to ensure a level of community engagement that moves beyond dialogue towards participation in decision-making on the use of natural resources.
The Africa Mining Vision (AMV, 2009)	Looks at consent with the objective of encouraging tri-sector partnerships involving government, the private sector and local communities to improve the social and development outcomes of mining at local level. In the same vein, the AMV seeks public participation to secure consent for government and industry actions.	
African Commission on Human and Peoples Rights (ACHPR)	<p>Charges the ACHPR with promoting human and peoples' rights and ensuring their protection in Africa. The African Charter itself contains a number of provisions recognizing the rights of peoples, such as Article 20 on the right to self-determination, Article 21 on the right to freely dispose of wealth and natural resources (including the right to recovery of property and adequate compensation), and Article 22 on the right to economic, social, and cultural development.</p> <p>The ACHPR referenced FPIC specifically through its 2012 Resolution on a "Human Rights-Based Approach to Natural Resource Governance", which highlights the disproportionate impact of human rights abuses upon the rural communities in Africa that continue to struggle to assert their customary rights of access to and control of various resources, including land, minerals, forests, and fish.</p>	
The Pan-African Parliament	The Pan-African Parliament identified the effects of domestic and foreign direct investment on land, water and related natural resources, and in a resolution called on states to "ensure effective consultations with local communities and various people affected by investment projects and ensure that any investment is approved through free, prior and informed consent of affected communities".	

Source: Author's Construct, October 2016

Table 4: Selected Legislation on Large Scale Land Acquisition in Ghana

Policy/ Legislative Instrument	VGGT	AU LSLBI	Constitution	National Land policy and other LIs	Guidelines for LSLA Ghana
Intent Purpose	The guidelines promote responsible governance of tenure of land, fisheries, and forest with respect to all forms of tenure (public, private, communal, indigenous, customary and informal).	To provide AU member states to; Improve land governance to secure land rights and livelihoods, increase productivity and enhance environmental stewardship.	Constitution (1992). Land can be compulsorily acquired by the state through the right to eminent domain (State Lands Act, 1962) Customary land cannot be sold (Constitution, 1992); it can only be reclassified to state land when acquired through the right to eminent domain	Title Registration Law, 1986). State Lands Act, 1962). (Administration of Lands Act, 1962	Is to provide framework that; <ul style="list-style-type: none"> Establish a means for informed, fair, inclusive and transparent decision making by all stakeholders involved in the LSLA disposition. Outlines standard procedures and minimum responsibilities regarding LSLA by investors/ state agencies
Objectives/ Guiding Principles	It has an overarching goals are to achieve food security for all and support the progressive realization of the rights to adequate food in the context of national food security. It contributes to the efforts towards poverty eradication, sustainable livelihoods, social stability, housing security, and rural development, and environmental protection, sustainable social and economic development.	It seeks to ensure the observance of international human rights declaration and conventions as well as regional It provides policy direction and guidance as a basis for commitment, solidarity and collective responsibility by governments, investors and other stakeholders in LSLBI in Africa. It provides directions on how to realize investments in land that are sustainable	Legal backing for the institutions involved in land administration.	Is to regulate the rights and responsibilities among the land managers and institutions in a manner that the roles are clearly defined and not overlapping leading to inactions.	<ul style="list-style-type: none"> Minimizes speculative acquisitions protect interest of local communities safeguards the interest of genuine investors. promote land use / conform area land use plans and conforms to international best practices.

<p>Supporting Provisions</p>	<p>General matters: provides a guideline which applies to all situation of governance of tenure. Section 3: Guiding principles on responsible tenure governance Section 4: Rights and responsibilities related to tenure Section 7: Safeguards Section 9: Indigenous peoples and other communities with customary tenure systems. Section 10: Informal tenure Part 4: Transfer and other changes to tenure rights and duties.</p>	<p>Principle 1: support respects of human rights of communities Principles 2: the LSLBI are guided by national strategy for sustainable agric. development with recognition of the role of small holder farmers in achieving food security, poverty reduction and economic growth. Principles 3: promote decision made on LSLIB must based on good governance. Includes Transparency, subsidiarity, PFIC and social acceptance of affected communities. Principles 4: respect the land rights of women, Principle 6: to uphold high standards of cooperation, collaboration and mutual accountability to ensure LSLBI are beneficial to African economies.</p>	<p>Investors may acquire leasehold titles not more than 50 years (foreign investors) and 99 years (domestic investors), renewable (Land Title Registration Law, 1986; Constitution, 1992). Only legislated for land acquisitions by the State, for which replacement of land of equal value and suitability should be provided and “the cost of disturbance” covered (State Lands Act, 1962; Constitution, 1992). Article 34 to 41: Directive principles of state policy, Article 266(4): vesting of rights and interest over land in non-citizen. Article 267 (1): Fiduciary and trust relationship over stool/skin lands in accordance with customary law and usage Article 267 (7): Consultation with traditional authorities on administration and development of stool/ skin lands Article 267 (8): provision on collaboration among the lands Commission , OASL, public agencies , traditional authorities for land development and management</p>	<p>No interest in land belonging to an individual or family can be disposed of without consultation (National Land Policy, 1999). A public hearing may be required if concerns are raised over the content of the EIA before an environmental permit is issued (Environmental Assessment Regulations, 1999). For all types of land acquisition, “provisions should be made for persons displaced” (National Land Policy, 1999). Section 4(b): Provision on decision –making with respect to disposal of land. Section 4(c): No interest in or right over any land belonging an individual, family or clan can be disposed of or declared stool , skin or traditional council land without consultation with the owner or occupier of the land</p>	<p>3.0 Applicability of the guidelines 3.1 a 3.1b 3.1 d 5.0 Role of the land owning community b. benefit sharing c. safeguards d. e. f. 9.12 Community Engagement and negotiations</p>
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<p>Implications</p>	<p>The guide explains what tenure is and describes how improving the governance of tenure can serve to eradicate hunger and poverty and lead to the sustainable use of natural for resources.</p>	<p>The guiding principles empower AU member states to observe comprehensive, mutually reinforcing framework of principles formed around human rights issues.</p>	<p>Customary tenure is recognized and governed by customary law Traditional authorities have the mandate to approve the alienation of Customary Land and has fiduciary duties</p>	<p>The policy is supportive of protecting customary rights by providing a framework that support fully the recognition of customary rights protections.</p>	<p>The guidelines provide framework to make such transactions more transparent and equitable in benefit sharing.</p>
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**Design & Print:
Nabaahni CSE Co. Ltd
+233 (0) 205 8000 89**

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