

**OBSERVATIONS ON A LEGAL TAUNGYA CONTRACT
BETWEEN A LAND OWNER AND A FARMER**

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(Translated by J.Beer)

1. The owner should demonstrate his legal right to offer contracts of this type giving details of the applicable laws or decrees.

2. Name, identification, address and legal status of the land owner.

3. Name, identification, address and legal status of the participant in the Taungya scheme.

4. Localization of the lands latitude, longitude, elevation, district, 'canton', province, departament, legal status (e.g. forest reserve; private land...) registration in government records description of the boundaries, area.

5. Duration of contract, conditions for renewal and/or prolongation, effective date.

6. Delimitation of annually available area, boundaries, measured or estimated area, method of assignment.

7. Conditions governing initial stages: necessity to completely clear the first burn, the site of natural vegetation, maintenance of natural drainage, cleaning and maintenance of boundaries, necessity to pile cut vegetation after/before.

8. Use of fire: regulations to coordinate the annual burning on adjacent plots. Preparation and maintenance of fire-breaks (permitted uses at different seasons of the year), dimensions of fire-breaks, control of fires within and outside the plots (but within the Taungya scheme).

9. Frequent constructions: Number and type permitted, permitted locations (either to promote permanent settlement in a concentrated area, or to promote dispersion and frequent migration); supply of materials at low or controlled prices, transportation of materials, credit to buy material.

10. Crops: which are permitted and which are prohibited; species and varieties (e.g. bushy or climbing beans), timetable of activities planting seasons, maximum and minimum inter-crop distances, maximum and minimum crop-tree distances, permitted cleaning methods.

11. Trees: timetable of activities species to be used, possibilities of paid employment in the nursery, tree planting to be carried out by the participants with or without pay or to be arranged by the land owner possibly through a contractor, spacings, staking, hole preparation, planting techniques, replanting criteria, responsibilities for replanting costs, methods and frequency of cleanings, permitted pruning.

12. Grazing: permitted or not, fence construction and maintenance, number and species of animals, controlled grazing (by time, by space, or both).

13. Fuelwood and charcoal: incentives or restrictions in the use of firewood and the production of charcoal.

14. Specific rights of the participant: to live in the assigned plot or in another specified area with his or her family; no liability to pay rent; to establish, maintain and harvest the non-prohibited crops; to collect and sell firewood, charcoal and crop products.

15. Incentives (obviously a legal contract concentrates on restrictions but when possible incentives should be specified or, at least, indicated in general terms). Examples: Larger or better area to be made available in the following year if health and survival of the trees is good; provision of improved crop seed, agricultural credit, fertilizers, pesticides or herbicides, storage and marketing of agricultural products, mechanized transport.

16. Penalties: A graduated system of fines, depending upon the severity of the infraction is preferable. Expulsion from the Taungya system, without any compensation or rights, is the ultimate penalty. Penalties should be in line with the existing laws. Time scale to pay penalties needs to be considered.

17. General clauses: prohibition of the transfer of the contract to third parties; the participants should not be able to claim any right of title or possession of the land; regulations covering arbitration in the case of disputes that can not be amicably resolved; registration signing.

18. The contract should clearly indicate that the objective is to control or regulate the rights and obligations of both parties (owner and participant)

19. Many other points could be included in a contract, depending upon the conditions of each zone. Various other obligations of the participants are reported in pages 82-84 of the publication:

King, K.F.S. Agri-silviculture (The Taungya System) Ibadan, Nigeria, University of Ibadan, Dept. of Forestry. Bulletin No.1. 1968.