

# ACCUMULATION BY LAND DISPOSSESSION AND LABOUR DEVALUATION IN TANZANIA

## *THE CASE OF BIOFUEL AND FORESTRY INVESTMENTS IN KILWA AND KILOLO*



**'Residents of Mavuji village in Kilwa claim that Bioshape Company was not interested in jatropha products but in "mpingo" wood which they harvested and left their jatropha pilot farm (above) unattended'**

*(Fact finding photo Dec.2010)*



**'Acquired land for tree planting in Kilolo, Iringa'** *(Photo taken in field By Chambi & Baha)*

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***Dedication***

***To the villagers of Tanzania who are grappling with Land Grabbing***

*“Dismembered from the land, from labour, from power, and from memory, the result is destruction of the base from which people launch themselves into the world”– Ngugi wa Thiong’o (2009) on ‘Re-membering Africa’*

## **1.0 Introduction**

New commercial pressures on land and its impact on small producers is one of the major issues being discussed in both national and international arenas. As foreign states and corporate entities continue to exert pressures on African countries to acquire land for various investment purposes, Tanzania is not exempted. The country is stereotypically perceived as having large underutilized, or rather unexploited, fertile land – the so-called ‘virgin land’. Official, that is, conventional, statistics back up such claims and a number of leaders at the national level tend to use them to lure potential foreign investors. Similarly, investors use these statistics to justify their ventures.

Given the growing interest in African farmland and its associated impact on livelihoods of rural communities, the Land Rights Research and Resources Institute (HAKIARDHI) through the support of Oxfam’s Pan-Africa Economic Justice Desk in Tanzania undertook this exploratory study on the current state of the so-called ‘New Land Grab’ in Africa. To that end the research team was tasked to gather facts, trends, processes and challenges in regard to large scale land acquisitions with a view to produce this occasional paper for awareness raising and policy engagement on land rights within the country and widely across the Horn of Africa, East and Central Africa region.

### **1.1 Objective**

The core objective of the study was to determine the current nature and scope of large scale land acquisition with the aim of safeguarding the land rights of small-scale producers. This is in line with HAKIARDHI’s mission to “promote and advance the land rights of the 80% of Tanzania’s population that is rural based and who are small producers”. Thus, to that end, the study aims to:

- (i) Establish the nature in which the land is acquired from the people and villages
- (ii) Ascertain the forms in which commercialization of land take place in the country
- (iii) Determine the nature and scale of land deals including the cost and size thereof
- (iv) Clarify on what/who exactly is giving away land user rights to foreign companies
- (v) Explore the impacts of these deals on land rights and livelihoods of communities
- (vi) Examine how are the impacts and responses socially differentiated and gendered
- (vii) Determine the (level of) responses of land rights holders to land acquisition/grab
- (viii) Find out the extent to which women are being affected by the dealings especially the vulnerable subgroups of women such as single head of households or widows
- (ix) Collect and asses the statistical data on women's position in regard to land ownership and the extent of their exercising of land rights in the current context
- (x) Evaluate the land dispute settlement mechanisms in place in terms of their capability to deal with emerging land conflicts that involve large scale investors

Consequently, the study also aimed to bring out discussion points for advocacy on such aspects as;

- (a) Nature of investment (if local, foreign, or collaboration between local and foreign)
- (b) Procedural conducts or misconducts in land acquisition processes
- (c) Involvement of people in decision making processes regarding land matters in general and their land in particular (if ordered, lured or give away land voluntarily)
- (d) Nature of compensation (if full, prompt and fair)
- (e) Nature of land acquired in terms of productivity, common use or land for subsistence
- (f) Actual and potential benefits
- (g) Negative outcomes or social economic implications
- (h) People's responses in terms of struggles to reclaim their land
- (i) Role of state in the process and level of state involvement
- (j) Particular impact on women
- (k) Real stories of real people: how specific individuals are affected and what they say

## ***1.2 Methodology***

This case study was primarily based on fieldwork and documentary research. The former involved visiting Kilolo and Kilwa Districts in Iringa and Lindi Regions respectively between 26 May and 4 June 2010. In the case of the latter, the research team mainly consulted official central/local government records, media articles and websites of selected companies investing in Tanzania, several laws and research reports and books on land, biofuel and forestry in global and local contexts.

The research thus employed a case study methodology. Two case studies, one focusing on a tree planting, purportedly for carbon emission in Kilolo district and another on the impact of biofuel crop plantation in Kilwa district, were chosen. The two cases have been high on the media and public discussions especially in regard to their implications on the livelihoods of local communities.

### ***(i) Samples***

The research team purposively chose to visit 8 villages whose village land or whose villagers' farmlands have been acquired by the said investors. In the case of Kilolo District, the sampled villages included Kidabaga and Magome Villages in Kidabaga Ward and Kiwalamo and Idete Villages in Idete Ward. However, the team could not visit Magome due to hazardous weather and road conditions at the time as it was a rainy season. In the case of Kilwa District, the team managed to visit all the 4 villages involved in the biofuel project, namely; Mavuji in Mandawa Ward, Migeregere in Kikole Ward, Nainokwe and Liwiti both in Likaragwe Ward. Thus a total of 7 villages were visited whereas 100 villagers were consulted.

### *(ii) Methods*

This research employed a mix of research methods. These included semi-structured interviews with district officials, village officials and selected villagers; focus group discussions (FGDs) with villagers and village councils; and consultations with other researchers. The research also involved reading village assemblies and councils' minutes as well as official, albeit public, correspondences between district and village officials on one side and those involving the investors on the other.

## **2.0 The Politics of Land in Tanzania**

Tanzania is highly regarded as a country richly endowed with natural and human resources. Its mainland part – the then Tanganyika – won its independence from Britain in 1961 and became a republic in 1962. Zanzibar, its main isle part, got 'independence' in 1963. However, upon a successful, albeit contentious, revolution in the latter, the two parts hurriedly formed the United Republic of Tanzania in 1964. In both parts, the struggle for land – as epitomized by the famous Meru Land Case and the Kiembe Samaki uprising in the 1950s – informed the quest for self-determination during colonial occupation and continues to do so in the post neo-colonial context.

With a total area of about 945, 087 square kilometres, Tanzania's land surface, currently estimated at 888, 200 square kilometres, has been attracting land grabbers since the times of Karl Peters and his fellow German conquistadors claimed to have acquired an area "covering 140,000 square kilometres" through ten "particularly dubious" treaties with "African chieftains" (Juhani Koponen 1994: 72). The country's population – which has quadrupled from about 11 million people in the immediate aftermath of independence and union to nearly 44 million in 2010 – is increasing at a growth rate of 2.9, continuously shattering the myth of a vast underpopulated-cum-underutilized land. By the time the previous political regime – the third phase government – came into power in 1995, only "10.1 percent of the land [was] under cultivation, of which 93.4 per cent [was] under small-scale while some 6.6 per cent [was] under large-scale farming" (Land Policy of 1995 as cited in Issa Shivji 2009: 106). By the early 2000, as the National Sample



Census for Agriculture of 2002/2003 – cited by the United Republic of Tanzania, URT (2009) – estimated, the situation had not changed significantly as the area under cultivation was only 9.1 million hectares with 1.5 million hectares being under medium and large scale farming whilst the total land allocated to small holders was 11.9 million hectares. These statistics are expected to notably change not least because of increasing investments in farmland.

### ***2.1 Land Dispossession and Labour Devaluation***

Central to the politics of land in Tanzania is what we refer to as the dual process of accumulation by labour devaluation and land dispossession. Land and labour, as Shivji (2006) aptly notes, are central to the current neoliberal project as they were to the colonial and neocolonial projects. It is not accidental then that in 1923 the colonial state in Tanganyika passed the Land Ordinance – which in a way continues to inform the current land regime – and the Master and Native Servant Ordinance. The latter law, as Shivji (2006) further observes, was logically preceded, a year earlier, by the Hut and Poll Tax Ordinance that was meant to flush out labour of producers to go and work, by habit if not compulsion, in plantations and mines as well as accumulate revenue for the colonial state. It is for these reasons the struggles for independence were primarily about land and labour rights as peasants' protests and workers' strikes significantly increased in the 1950s.

In this context, following the recommendation of the African Royal Commission (1953–55), on the eve of independence the colonial government proposed the Individualization, Titling and Registration (ITR) system of land tenure that aimed to transform customary lands into individually, that is privately, owned lands. This proposed system, notes URT's (1994a), would have resulted into 'freehold' ownership of land whereby land tenure is individual, exclusive, secure, unlimited in time and negotiable in free land markets. Mwalimu Julius K. Nyerere, the then leader of the Tanganyika African National Union (TANU) independence movement, led the political struggle against this proposal of commoditizing land. In his powerful pamphlet '*Mali ya Taifa*', that is, *National*

*Property*, published in 1958, he penned this critique which has been immortalized by, and continue to inspire, activists who struggle for land rights:

In a country such this, where, generally speaking, the Africans are poor and the foreigners are rich, it is quite possible that, within eighty or a hundred years, if the poor African were allowed to sell his land, all the land in Tanganyika would belong to wealthy immigrants, and the local people would be tenants. But even if there were no rich foreigners in this country, there would emerge rich and clever Tanganyikans. If we allow land to be sold like a robe, within a short period there would only be a few Africans possessing land in Tanganyika and all the others would be tenants” (Julius K. Nyerere 1966: 55).

The protest succeeded as the proposal was not translated into law. However, when Nyerere’s government came to power after successfully gaining independence and afterwards forming the United Republic of Tanzania, it principally continued with the labour and land tenure systems inherited from the then departing colonial state. Commenting on this paradoxical state of colonial discontinuity and continuity as far as land tenure is concerned one lawyer activist aptly stated:

Since the Land Ordinance was enacted in 1923 to oversee land ownership in the country, government officials in both colonial and independent governments have eschewed the view that customary land rights are inferior to the granted right of occupancy. This view has permeated and informed administrative actions whilst law and court pronouncements have equated customary land rights with granted right of occupancy. For the most part, the owners of the land in rural areas have borne the brunt of this erroneous administrative stance; and despite the promulgation of the land Act and Village Land Act, 1999, this situation continues unabated (Rugemeleza Nshala 2008: 1)

Thus, picking a leaf from colonial administrators, the post-colonial state went on to dispossess large tracts of land from peasants and pastoralists under the banner of a vaguely defined political-cum-legal term ‘public interest.’ To legally facilitate/legitimize this disowning, it enacted specific policies and laws such as the *Land Acquisition Act No. 47 of 1967* and the then *Villages and Ujamaa Villages (Registration, Designation and Administration) Act No. 21 of 1975*. Some of the notable cases of land that was alienated in the 1970s under this policy and legal framework of land tenure “premised on *state ownership* and *insecure customary ‘rights’*” (Shivji 2006:7) are those of pastoralists in Hanang and those associated with forceful villagisation. In the former case about 70,000

acres of land were acquired by the state for the purposes of establishing, with the aid of Canada, the then Hanang Wheat Complex under the then National Agriculture and Food Corporation (NAFCO). As we shall see shortly in regard to the latter case, 1974, the premier year of villagisation, is seen as the disruptive watershed that continues to feed into the current forms of land grievances emanating from large-scale foreign investment in ‘village land’.

## ***2.2 Labour and Land Market Reforms***

By the time Nyerere retired from the presidency in 1985, the political foundation of the nationalist ideology that informed the country’s legal and policy framework – as encapsulated in the 1967 Arusha Declaration on Socialism and Self-Reliance – was crumbling. Failing to sustain its protest against the International Monetary Fund (IMF) and World Bank’s conditionality in the early 1980s, Tanzania became subjected to Structural Adjustment Programmes (SAPs). The country started to effectively move ‘down the road to neoliberalism’ as it was cornered to opt to ‘LIMP’, that is, ‘Liberalize, Marketize and Privatize’ its economy. As such labour and land were also to be liberalized, marketized and privatized. A number of legal and institutional reforms were introduced to pave the way for this opening up. One such reform was the enactment of the *Tanzania Investment Act No. 26 of 1997* to establish the Tanzania Investment Centre (TIC), an institution that is currently responsible for granting derivative rights of land to foreign investors.

Incidentally, two years later the *Land Act No. 4 of 1999* and *Village Land Act No. 5 of 1999* were enacted. Probably to appease critics of colonial continuity, it was stated that these two pieces of legislation repealed the British colonial government’s Land Ordinance of 1923. However, to a staunch critic of colonial legality, this legal reform has not altogether altered the land tenure as it continues to affirm a ‘radical title’, that is, it still vests all land, namely public land, and its administration in the President as the trustee for and on behalf of all citizens in Tanzania and, as such, does not repeal the Land Acquisition Act. In fact, as Nshala (2008) sharply observes, section 4(1) of the Village

Land Act empowers the President to transfer – in ‘public interest’ – any area of village land to any other category of land whereby under the Act the term ‘public interest’ also includes “investments of national interests.” It is important to note that even though all land is regarded as public land these two land laws, which only became operational two years later, in 2001, created 3 categories of land: (1) general land, (2) reserve land and (3) village land.

It is the legal process of transferring land from one category to another – not yet so commonly known as *‘uhawilishaji’* in Kiswahili – that is at the heart of transforming village land into ‘investment land.’ The contradictions inherent in this process will become evident as we present the case studies from Kilwa and Kilolo. Here it suffices to conclude that the politics of land in the country is currently characterized by contestations over the consolidation of neoliberalism vis-à-vis nationalism. It is also important to bear in mind that, in both phases, peasants and pastoralists – as well as workers – have resisted, with varying degrees of success, labour devaluation and land dispossession through both legal – e.g. signing petitions, marching in protest and standing in court – and ‘illegal’ means e.g. raiding company premises and defying court injunctions (See Charles Lane 1996, URT 1994b and Kemal Mustafa 1990). A number of academics, researchers, lawyers and activists, including those who participated in the process of formulating the Land Policy of 1995 which partly informed the Land Acts of 1999 that were drafted by a legal consultant from Britain, have been supporting those dispossessed through legal aid, monitoring land rights abuse and advocating for legal amendments among other interventions (See Sifuni E. Mchome 2002, Issa G. Shivji & Wilbert B. Kapinga 1998 and Jwani T. Mwaikusa 1993). This comparison aptly captures the ironic continuity across the two phases:

In the neoliberal era, the same system of land tenure allows the state to appropriate land, this time around not for parastatals, but for private investors. Under ‘state nationalism’, the state could dispossess a customary owner because land was *‘mali ya umma’*, public property. Under neoliberalism the private investor—a former Zimbabwean settler, a Boer farmer from South Africa or a US seed company experimenting on GMO—can dispossess a customary owner, *through* the state, because the state says it is in ‘public

interest'. And 'public interest', judges keep reminding us, is the same as state interest (Shivji 2006: 7)

Attracting investors is now a state interest. It is thus a 'public interest'. To such interests we turn.

### **3.0 The State of Land Grabbing in Tanzania**

Land Grabbing, or Land Grab, is the term most commonly used to characterize the current wave of large-scale land transactions, particularly in Africa. The International Land Coalition (ILC) provides a broad conceptual framework in regard to the definition of this current wave of land acquisition. According to Michael Taylor & Tim Bending (2009) of ILC, it is termed as commercial pressure or investment depending on position of those who use them. This battle for definitions with respect to one's ideological positionality is captured well by the following contrasting definitions by Khadija Sharife (2009) and Kanayo Nwanze – as quoted by Paul Virgo (2009) – respectively: “Large-scale purchase or lease of farmland (often packaged as ‘idle’, ‘under-utilised’ and ‘uncultivated’) in ‘land-rich developing regions’”; “It is the wrong language to call them land grabs. They are investments in farmland like investments in oil exploration.” The former definition is from a radical activist based at the Centre for Civil Society (CCS) whilst the latter is from the president of the International Fund for Agricultural Development (IFAD).

It is tempting to conclude, alongside fellow strong critics of land grab such as the Land Equity Movement in Uganda (LEMU) and ILC, that land grab implies accumulation of land holdings through illegal and/or illegitimate means or simply “means deliberately and illegally taking away someone else's land rights” (LEMU 2009: 1). But this conclusion has to be qualified as there are incidences whereby land acquisitions in the light of the domestic policy frameworks and legal systems are sanctioned. As such there are at least two typologies of land grabs, that is, illegal and legal – or more appropriately, legalised – land grabs. In the case of Tanzania, land grabs, especially those of ‘village land’, are legally sanctioned through procedures for land acquisition.

### ***3.1 Procedures for Acquiring Investment Land***

There are two main ways of ‘owning’ or ‘acquiring’ land in Tanzania. The first one is through ‘a granted right of occupancy’ whilst the other is through ‘customary right of occupancy’. Both ways are legally restricted to Tanzania citizens unless investment is involved. Thus there is a third way, that is, investing, that accommodates non-citizens’ land acquisition. The Tanzania Investment Centre’s (TIC) website, in its section on Land Acquisition, list five forms in which a foreign investor may occupy land in the country: (1) Derivative rights under section 20(2) of the Land Act, 1999; (2) Application to the Commissioner for Lands for grant of right of occupancy under section 25(1)(h) and (i) of the Land Act, 1999; (3) Sub-leases from private sector (4) Licenses from the Government;(5) Purchase from other holders of granted right of occupancy.

When Section 19 (b) (2) of the Land Act, 1999 refers to a “derivative right” it implies that this is a “right derivative of a granted right of occupancy.” In regard to this, Section 19(2) thus reads:

A person or a group of persons, whether formed into a corporate body under the Companies Act \* or otherwise who is or are non-citizens, including a corporate body the majority of whose shareholders or owners are non-citizens, may only obtain a right of occupancy or derivative right for purposes of investment prescribed under the Tanzania Investment Act \*.

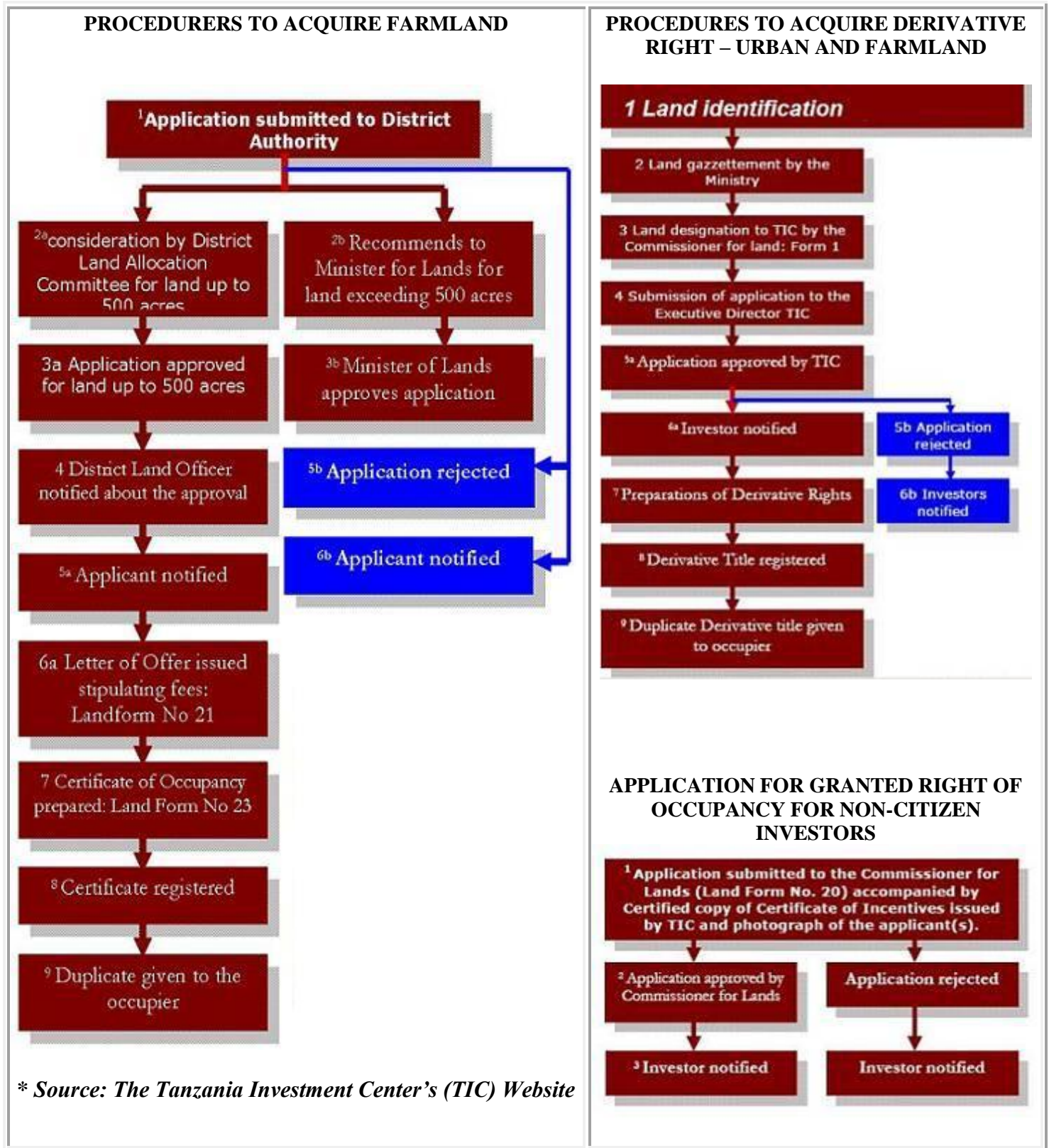
In its Section 20, entitled “Occupation of land by non-citizen restricted”, the Land Act stipulates:

- (1) For avoidance of doubt, a non-citizen shall not be allocated or granted land unless it is for investment purposes under the Tanzania Investment Act \*.
- (2) Land to be designated for investment purposes under subsection (1) of this section shall be identified, gazetted and allocated to the Tanzania Investment Centre which shall create derivative rights to investors.
- (3) Subject to section 37(8), all lands acquired prior to the enactment of this Act shall be deemed to have no value, save for unexhausted improvements for which compensation may be paid under this Act or any other law.
- (4) For the purposes of this Act, any body corporate of whose majority shareholders or owners are non-citizens shall be deemed to be non-citizens or foreign companies.
- (5) At the expiry, termination or extinction of the right of occupancy or derivative right granted to a non-citizen or a foreign company, reversion of interests or rights in and over

the land shall vest in the Tanzania Investment Centre or any other authority as the Minister may prescribe in the "Gazette".

However, the land that is normally targeted for large-scale investment is not the one under ‘a granted right of occupancy.’ Rather, it is the one under ‘a customary right of occupancy.’ This logically stems from the fact that “Tanzania is still a largely rural and agricultural country” hence “the majority of the Tanzanian people own land through customary law, despite modernization efforts” (Nshala 2008: 3). Most of this land constitutes what the Village Act, 1999 defines as ‘village land.’ Section 4(1) of the Act empowers the President, where s/he is “minded to transfer any area of village land to general or reserved for public interest”, to do so by directing “the Minister to proceed in accordance with the provisions of this section.” Expectedly, the provision of Section 4(2) includes the following definition: “For the purposes of subsection (1), public interest shall include investments of national interest.” Figure 1 highlight main procedures used to acquire land – including what this Act calls ‘village transfer land’ – for investment purposes.

**FIGURE 1: MAIN PROCEDURES FOR ACQUIRING INVESTMENT LAND IN TANZANIA**



\* Source: The Tanzania Investment Center's (TIC) Website



To make sense of how, in practice vis-à-vis on paper, land in the villages is divested-cum-invested it is important to unpack the Village Land Act's Section 4 on "Transfer of village land to general or reserved land and vice versa." As it has been shown above, its subsections 1 and 2 empowers the President, where s/he is minded, to transfer any area of village land to general or reserved for public interest which include investments of national interests. In doing so s/he may direct the Minister to proceed in accordance with these subsequent provisions of Section 4 (3):

The Minister shall cause to be published in the Gazette and sent to the village council having jurisdiction over the land which is the subject of the proposed transfer, hereinafter called "village transfer land" a notice specifying–

- (a) the location of the area of the village transfer land;
- (b) the extent and boundaries of the village transfer land;
- (c) a brief statement of the reasons for the proposed transfer;
- (d) the date, being not less than sixty days from the date of the publication of the notice, when the President may exercise his power to transfer the land or a part of it.

According to the Act, village transfer land "means village land which is to be transferred to become part of general or reserved land." In regard to this land Section 4(4) of the Act provides:

Where any portion of the village transfer land has been allocated to a villager or a group of villagers under a customary right of occupancy or a derivative right or a person or a group of persons to use the land, the village council shall inform those villagers or, where any one of those villagers is absent, a member of the family occupying or using the land with that villager, of the contents of the notice.

This provision of informing villagers is presupposed by Section 4(5) of the Act, which states:

Any person referred to in subsection (4) may make representations to the Commissioner and to the village council on the proposed transfer of the land and the persons to whom those representations are made shall take them into account in any decisions or recommendations that they may make on the proposed transfer.

In regard to size limit Section 4 (6) of the Act stipulates that where the village transfer land is –

(a) less than 250 hectares in extent, the village council shall prepare and submit recommendations for the proposed transfer to the village assembly for it to approve or refuse and the village assembly shall hold a meeting under section 103(3) of the Local Government (District Authorities) Act \* to consider the recommendations of the village council and any representations made by the district council of the area where the land is situate, and decide whether to approve or refuse to approve the proposed transfer;

(b) greater than 250 hectares, the Minister shall, after considering any recommendations made by the village assembly through the village council, district council and any representations on the matter made by the village and district councils of the area where the land is situate, by resolution, signify his approval or refusal to approve the proposed transfer.

Section 4 (7) of the Act provides for a live explanation by a central government official, it reads:

The Commissioner or an authorized officer shall be under a duty to attend a meeting of the village council or village assembly as the case may be to explain the reasons for the proposed transfer and answer questions thereon and any person or a representative of any organisation who or which is proposing to use and occupy the village transfer land under a right of occupancy may, at the invitation of the village council or village assembly as the case may be, address the meeting and answer questions if any about the proposed use of the land.

However, Section 4 (8) of the Act stipulate that no village transfer land shall be transferred –

(a) until the type, amount, method and timing of the payment of compensation has been agreed upon between–

(i) the village council and the Commissioner; or

(ii) where subsection (3) and (9) apply, the persons referred to in those subsections and the Commissioner; or

(b) if the matters of compensation referred to in paragraph (a) cannot be agreed until the High Court has agreed as an interim measure, pending final determination of the matters of compensation, to the payment of any sum on account which it thinks proper by the Commissioner to the village council and to the persons referred to in subsection (3) as the case may be; or

(c) if general or reserved land is to be exchanged with the village transfer land, that general or reserved land has been identified and is ready to be transferred to the village.

Moreover, Section 4 (9) of the Act thus provides for this prerequisite for the village land transfer:

Where the relevant body under subsection (5) has, by resolution, approved the transfer of the village transfer land or a part of it, the President may exercise his power to transfer that village land or a part of it to general or reserved land.

Section 4(10) provides for payment of compensation when the rights of the persons in the village transfer land is compulsorily acquired. However, it also empowers the President to “determine whether those persons may continue to occupy and use the land, subject to any terms and conditions, which he may impose.” In relation to the former case Section 4(10) provides that the “President may direct that any compensation payable under this section shall be paid by the person or organisation to whom or which the village transfer land which has been transferred to general land is granted by a right of occupancy.” Section 4(12) provides for a presidential enquiry into a proposed transfer under Section 19 of the Land Act Number 4 of 1999 and “where that inquiry has been appointed, no further action in accordance with this section shall be taken on that proposed transfer until after the inquiry has reported.” Then Section 4(13) stipulates:

A transfer of village land to general or reserved land shall be notified in the Gazette and shall come into effect thirty days after the date of the publication of the notice.

Section 4 (14) concludes by subjecting all the provisions of Section 4 to other provisions in the Acts referred in Section 7 of the Village Land Act. These include the Land Act and the Local Government (District Authorities) Act. This is why the former provisions are easily trampled on.

There are two seemingly contrasting ways one may approach these provisions: to critique how, by their very legal nature, applying them undermines the land rights of villagers and how, in relation to their progressive elements, misapplying them denies villagers their land rights. In this briefing paper the main focus is the latter. In regard to the former this brief critique suffices:

This [Section 4(1) of the Village Land Act, 1999 read in conjunction with Section 4(2)] is a very dangerous provision which is an excellent opportunity for corruption and self-enrichment. It allows self-aggrandizing bureaucrats to acquire profitable or well-resourced village land and pass it on to private companies and rich individuals...As this procedural chain [Section 4(3) - 4(5) of the said Act] illustrates, although the village council and assembly are charged with the management and allocation of village land they have little voice in a President's decision to acquire and transfer any part of their land ... as he or she deems fit...These powers are however inimical to the decentralization concept which the Village [Land] Act and the Land Act purport to espouse, and to the conceptualization of the President as the trustee of public land. The Acts should therefore be amended to ensure that the President's powers to transfer village land are subject to the determination of the Court...where the reasons for and against this action will be agreed and determined by an independent judiciary (Nshala 2008: 9 - 10).

### ***3.2 Forces and Actors Behind Land Grabs***

As with the battle for definitions the reasons for the new wave of land grabbing in Africa remains a contested terrain. However, generally, the main reasons advanced were (1) Food Security and (2) Energy Security. In a way these clashes of reasons bypassed the ongoing land grabs for forestry.

In regard to the former, for instance, Virgo (2009) observed that states "such as Saudi Arabia and China started to look for farmland abroad after a spike in the price of staples such as wheat and rice in 2007-08." Similarly, Sharife (2009), noted land grabs "are motivated by the intent of developed governments in 'land-poor' nations and representative corporate entities – composing over 50 per cent of the world's largest economies, to secure exclusive rights to the assets used to produce food." Plausible as they are, these explanations overlook land speculation motives.

Regarding the latter, the Food and Agriculture Organisations of the United Nations (FAO), International Fund for Agricultural Development (IFAD), International Institute for Environment and Development (IIED) thus concluded: "Production of liquid biofuels is a key driver of much recent land acquisition" (FAO, IFAD & IIED 2009: 54) Sharife (2009) was also in agreement, with this revelation: "Though the US squarely laid the blame for increased food prices on scarcity and the rapidly growing 'middle class'

segment of both China and India – estimated at 650 million – a leaked document written by senior World Bank analyst Don Mitchell, revealed that 65-75 per cent of the increase was caused by the conversion of ‘crops for fuel’ i.e. biofuels.”

In Tanzania official data on new land deals for food production is sketchy and little is known to the wider public except for the informed few and those living in target areas who are crying foul over the deals. The target area in the country is mainly the Coast region and, in particular, the Rufiji River Basin. According to Joachim von Braun and Ruth Meinzen-Dick (2009), Saudi Arabia has requested over 500,000 hectares. Another actor, South Korea, has entered into agreement with the Tanzania government and its representatives are now exploring the Rufiji River Basin under the jurisdiction of the Rufiji Basin Development Authority (RUBADA). In this case the most active company is the Korean Rural Community Corporation (KRCC) which applied for 100,000 hectares but had instead been offered 15,000 hectares for growing paddy.

Official data on biofuel deals in Tanzania, however, is less sketchy probably because the wave is no longer that new and the area is increasingly researched. In 2010 alone, as the literature review and interviews with researchers reveals, over three research studies have already been conducted on this topic in Kilwa alone. Figure 2 provides an updated list of biofuel land deals in Tanzania.

**TABLE 1: LAND REQUESTED/ACQUIRED FOR PRODUCING BIOFUEL CROPS**

	<b>Investor</b>	<b>Crop</b>	<b>Location</b>	<b>Land Requested (hectares)</b>	<b>Land Acquired (hectares)</b>	<b>Project Status</b>
1	FELISA	Oil Palm	Kigoma	5,000	4,258	Land dispute in court for extra 350 ha obtained from 2 villages. No EIA done
2	BioShape	Jatropha	Kilwa, Lindi	82,000	34,000	400 ha pilot farm planted. Integrity of EIA questioned
2	Sun Biofuel	Jatropha	Kisarawe, Coast	50,000	8,211	8,211 ha of land formerly belonging to 12 villages transferred to general land; derivative title being finalised
3	SEKAB BT	Sugarcane	Bagamoyo, Coast	24,500	22,500	Seed cane planted and irrigation reservoir constructed
4	SEKAB BT	Sugarcane	Rufiji, Coast	400,000	0	In land acquisition process
5	Diligent Tanzania Ltd	Jatropha	Arusha; Babati, Manyara;	n/a	n/a	Contracted over 4,000 farmers

			Handeni, Tanga; Singida; Monduli, Arusha			
		<i>Croton megalocarpus</i>		n/a	n/a	Collecting seeds from natural and planted forests
6	Donesta Ltd & Savannah Biofuels Ltd	Jatropha	Dodoma	n/a	2,000	200 ha planted
7	Trinity Consultants/ Bioenergy TZ Ltd	Jatropha	Bagamoyo, Coast	30,000	16,000	Surveying land to be granted
8	Shanta Estates Ltd	Jatropha	Bagamoyo, Coast	n/a	14,500	Agreement with villagers signed
9	Tanzania Biodiesel Plant Ltd	Oil Palm	Bagamoyo, Coast	25,000	16,000	Land not surveyed; land granted by district but not by TIC
10	Clean Power TZ Ltd	Oil Palm	Bagamoyo, Coast	n/a	3,500	Project abandoned after realised high cost of doing land use plans
11	CMC Agriculture Bio-energy Tanzania	White Sorghum	Bagamoyo, Coast	n/a	25,000	Land request approved but asked to do land use plans
12	ZAGA	Jatropha	Kisarawe, Coast	n/a	n/a	Applied for land
13	African Green Oils	Oil Palm	Rufiji, Coast	n/a	860	Planted 360 ha and financing land use plans in 7 villages
14	InfEnergy Co. Ltd	Oil Palm	Kilombero	n/a	5,818	Land lease pending. Cultivating rice while growing oil palm
15	Bio Massive	Jatropha & Pangamia	Lindi	n/a	50,000	
16	JCJ Co. Ltd.	Jatropha	Mwanza Mara Shinyanga Tabora	n/a	n/a	Aimed to sensitize local communities but project abandoned due to alleged lack of government support
17	ABERC	<i>Croton megalocarpus</i>	Biharamulo, Kagera	n/a	20,000	No operational progress due to lack of funds
18	Prokon BV	Jatropha	Mpanda, Rukwa	n/a	10,000	Contract farming with 2000 smallholders; does not own any plantation land
20	Mitsubishi Corporation	Jatropha	Arusha Dar es Salaam Coast	n/a	n/a	Looking for land in these regions
21	Kapunga Rice Project	Jatropha	Mbarali, Mbeya	n/a	50,000	Planned to replant rice with jatropha; President recently ordered that rice cultivation patterns not be changed
22	DI Oils Tanzania Ltd	Jatropha		n/a	n/a	Abandoned plans for Tanzania
23	Kikuletwa Farm	Jatropha & Aloe Vera	Kilimanjaro	n/a	400	Growing Jatropha

Consolidated from Andrew Gordon-Maclean, James Laizer, Paul Harrison and Riziki Shemdoe (2008), Emmanuel Sulle & Fred Nelson (2009) & FAO (2010)

The rush by foreign investors has also triggered a local land rush and under the guise of the currently over-celebrated *Kilimo Kwanza*, that is, ‘Agriculture First’, initiative,

business elites are rushing into the rural areas to secure land for various purposes purportedly associated with this initiatives. In one instance the government had to intervene in the activities of a local company that was advertising publicly the availability of land in Rufiji and other Coast region districts. Tanzania Eco Development Trust (TEDET) was luring residents from Dar es Salaam to pay Tsh 500,000 for land in Rufiji or any other Coast Region District. Quoting the Acting District Land Officer, a government newspaper, the Daily News, of 26/12/2009 revealed that TEDET was selling the land at 500,000/- per five acres for farming and a buyer also got an acre as a residential plot. The narrative below from the same paper captures one of the ways investors, both local and foreign, use to deceive villages to approve the giving away of their village land:

Still, villagers in Nyanda-Katundu regretted selling their land to the investors. They claimed to have been short changed by the investors and given as little as 2,000/- or 5,000/- to accept a useless deal. A list of meeting participants in the villagers was shrewdly used to mean that it was a list of village government council which could authorize the offer of land to an investor. A village government member, Mr Saidi Mata said that an investor has invaded his village and ‘grabbed’ it through a village meeting which was disguised as a village council meeting. ‘We were gathered here in the village about 40 of us and some of the leaders lured us to sign a deal with an investor. The investor paid 6,000/- to each villager who attended the meeting. We are told that we had approved his application just because we appended our signatures. We are now regretting,” he said (Amri Lugungulo (2009)).

Thus the rush for land is now countrywide as some of the companies have penetrated in areas that were considered previously backward. It is no longer concentrated in some few areas such as those around the Coast and in the Northern parts of Tanzania such as Kilimanjaro, Arusha and Manyara. This countrywide trend is evidenced by the case studies from Iringa and Lindi below.

#### **4.0 The Case of New Forests Company in Kilolo**

Kilolo, established in 2002, is a relatively new district in Iringa region. The region, regarded as one of the ‘big five’ in terms of food production in the country, is part of what is known as the Southern Highlands of Tanzania. According to Kilolo District

Council's official website, the district has an area of 7,881 square kilometers of which 6,803 square kilometres (86%) are habitable whereas forests, rocky mountains and water occupy the rest (14%). The latest URT's (2002) *2002 Population and Housing Census* estimated that Iringa had a population of 1,490,892 (705,743 male; 785,149 female) whilst that of Kilolo was 204,372 (99,756 male; 104,616 female). At a median age of 17, the population of the district – and its labour force – is generally young and hence its council regard it as having “plentiful labour (both skilled and semi-skilled).”

#### ***4.1 Attracting Investors***

The District Council has wholly embraced the National Investment Promotion Policy. Its website states that it is “committed to attract and support investments by foreign and local investors and has identified several types and areas for investment in the district.” To that end it “adheres to the national programmes, incentives and procedures to attract, facilitate and manage investments and has also adopted some local incentives to complement them, especially in the allocation of land, access to infrastructure and information.” In regard to forestland it claims that the district has an area of 339 hectares of forest whereby 155,350 hectares are of forest reserve, making up a total of 155,689 hectares of forest. These natural forests are categorized into two major types: Mountain Forests found in Mazombe and Mahenge Division and Miombo Woodland found in Kilolo Division. Therein the species of Pines, Eucalyptus, and Cyprus, it is further claimed as the research team also observed, “do well”. “Basing on the availability of Forestry”, it is further affirmed, “the District encourages Investors in Timber Industrial sector so as to add to the value of timber products.” However, currently “the District has no enough land to invite potential investor on Afforestation”, the council's website cautions, “since we have invited New Forests Company, and 39,000 hectares provided at Ukwega, Idete, Bomalang'ombe and part of Mtitu ward.”

The New Forests Company is a UK-based company – with apparent strong ties in South Africa – that has invested heavily in Uganda. It is also currently investing in Tanzania and Mozambique. Its website describes it as “a sustainable and socially responsible



forestry company with established, rapidly growing plantations and the prospect of a diversified product base for local and regional export markets which will deliver both attractive returns to investors and significant social and environmental benefits.” However, it admits elsewhere in its website that the company is mainly “a sustainable forestry business driven by commercial timber economics.” Therefore it “has an established, rapidly growing plantation business with the aim of producing feed material for vertically integrated businesses such as sawmills, board factories and pole treatment plants, as well as energy-forestry operations, which will deliver both attractive returns to investors and significant social and environmental benefits.” It thus considers itself “as the biggest tree planter and the dominant player in Uganda, a country facing acute and mounting timber shortages.”

#### ***4.2 Afforestation Markets***

In regard to the environment the company affirms that it “provides long-term foreign private sector investment in carbon sink forestry on unutilized and/or degraded land in the developing world in the context of the Clean Development Mechanism [CDM] of the Kyoto Protocol on the reduction of global warming.” Hence its “business mixes commercial plantation forestry with protection and regeneration of indigenous tree species and the promotion of bio-diversity and environmentally sustainable land-use management.” “Whilst based on commercial forestry economics,” it thus claims, its “projects are underwritten by carbon credits which require sound environmental land-use management in compliance with the Clean Development Mechanism.”

At this juncture it is important to clarify what the Kyoto Protocol, Clean Development Mechanism and Carbon Credits/Markets really entail. In 1997 the ‘international community’, through the United Nations, agreed at a meeting in Kyoto, Japan to control human activities that cause global warming. The rationale behind the accord was based on decades of research proving that pollution, specifically greenhouse gas emissions, in industrialized regions from automobiles and factories, among other outlets, weaken the atmosphere’s protective ozone layer and cause the Earth’s temperature to rise. Local

climates across the world adjust to the higher temperatures resulting in new wind patterns, rapid desertification and other changes. For people who depend on land and natural resources for their immediate needs, climate change means unpredictable crops, pastures and economies, leading to unstable livelihoods. Article 12 of the Kyoto Protocol aims to address the double challenge posed by the climate change discourse – allowing industrialized countries to meet their emissions reduction targets in a cost-effective way while simultaneously providing opportunities for the so-called developing countries to reduce poverty. This ‘dialectical’ solution, known as the Clean Development Mechanism, is naturally complex.

On the one hand, the Clean Development Mechanism (hereafter CDM) is supposed to give industrialized countries the option of purchasing Certified Emission Reduction (CER) credits, also known as “carbon credits”, from less industrialized countries in lieu of reducing their economic activities that emit greenhouse gases. On the other hand, it is meant to allow developing countries, through local and foreign investments, to increase carbon offsets and thus produce carbon credits through projects that contribute to specific sustainable development goals in the host country. CDM projects can vary from renewable energy and fuel – as in the case of the Norwegian Company, Green Resources, in Mafinga and Mufindi Districts in Iringa – to afforestation as in the case of New Forests Company in Kilolo District. According to the official CDM website, “the projects must qualify through a rigorous and public registration and issuance process designed to ensure real, measurable and verifiable emission reductions that are additional to what would have occurred without the project” and this mechanism “is overseen by the CDM Executive Board, answerable ultimately to the countries that have ratified the Kyoto Protocol.”

The complex processes associated with CDM investments prompted the Vice President’s Office (Division of the Environment) – the Designated National Authority (DNA) for CDM – to issue *A Handbook for Clean Development Mechanism Project Activities in Tanzania* in 2007. The handbook details the procedures required for seeking approval of

Afforestation/Reforestation (A/R) projects for CDM in Tanzania in line with the modalities adopted by the Conference of the Parties (COP) to the Conventions on Climate Change in 2003, that is, COP 9. It thus stipulates:

A project must be implemented on the land that was not forested on January 1990. The project may choose a single crediting period of 30 years or a renewable crediting period of 20 years with up to two renewals for the total of 60 years. The project developer must consider the socio-economic and environmental impacts of the proposed projects in accordance with the procedures referred by the host Party. In Tanzania, priority for undertaking A/R projects is given to semi-arid and arid areas (URT 2007: 13).

According to the handbook, the Tanzania DNA has identified a number of key national eligibility criteria for CDM projects. Their overall objective is to “promote sustainable development in the host country.” To that end they should, among other things, “aim at poverty alleviation by generating additional employment and improving standard of life”; “bring in additional financial flows through investment”; “reflect resource sustainability and resource degradation if any, impact on biodiversity, human health and other environmental issues”; “should lead to transfer of environmentally benign and sound technologies to Tanzania”; and “be a partnership between investor country company or institution and the host country local private company, NGO, Research /Academic Institutions or government department (Unilateral projects are encouraged) where no additional technology or finance is not requested” (URT 2007: 14).

After a project’s initiation, the CDM framework guides project investments, through to the production and marketing of actual carbon credits. After a project has certified its product through the CDM, its CERs can then be sold to a government or company from an industrialized country that is formally required by the Kyoto Protocol to reduce its greenhouse gas emissions. Despite the management complexities related to CDM projects, the projects are producing carbon credits, and the demand for such credits from industrialized countries is high. For instance, according to the Green Resources’ website, in November 2000 its “Tanzanian afforestation project was certified by SGS as one of the first three projects worldwide to be certified and the company sold the first options on carbon credits.” Even though the carbon credit market slowed down in the beginning of

the decade it picked up towards the end. In 2008, the first year of the current global economic crisis, the market still doubled from the previous year to “€86 billion” (World Bank 2009: 1). According URT (2008), by early 2008, Tanzania alone had over 12 projects in the pipeline for approval and one approved project with 202,271 CERs/year.

### ***4.3 Acquiring Forestlands***

The New Forests Company’s quest for forestland in Tanzania dates as far back as 2006. According to Kilolo District officials, at that time the company, loaded with maps from the ministry responsible for land, came with a request of about 30,000 hectares in the area. However, a ‘reconnaissance survey’ conducted by the district preliminarily revealed that it did not have such a huge area. A further, systematic, survey incorporating a population projection only found the availability of about 6,000 hectares. Out of the 11 villages that were earmarked 6 agreed that they had available land to offer. This whole process, the district officials consulted affirms, followed the required administrative and legal procedures. These include gazetting for 90 days in case anyone objected to the land acquisition and provision of compensation. Official documents – and voices – from the villages, however, indicate that it was a ‘fiat’, albeit contested, process.

For instance, a letter dated 16 October 2006 from the District Executive Director (DED) directed to Idete Village Executive Office (VEO), is entitled “YAH: MKUTANO WA KUPITISHA MAOMBI YA ARDHI KWA KAMPUNI YA MISITU (NEW FOREST COMPANY)”, that is, ‘RE: MEETING TO APPROVE LAND REQUEST BY A FORESTRY COMPANY (NEW FORESTS COMPANY).’ It starts by reminding the VEO that a company from the UK, in its initial stages of requesting for land, held – in collaboration with the District Council – ‘mikutano ya uhamasishaji’, that is, ‘promotional meetings’ in 11 villages. In that initial stage, the letter further affirms, the Village Council, together with villagers, has approved the request from the said company. Then the DED thus informs, or rather directs, the VEO concerning the meeting:

Hivyo unataarifiwa kuwa siku ya tarehe 18/10/2006 siku ya jumatano kuanzia saa 3: 00 asubuhi kutakuwa na mkutano wa Wajumbe wa Halmashauri ya Kijiji (wajumbe 25) na

baadae kutakuwa na mkutano wa kijiji (wananchi wote) ambao utanza saa 7: 00 mchana [Therefore you are being informed that on Wednesday, 18 October 2006, from 9 AM there will be a Village Council Meeting (25 Members) and later on there will a Village Assembly (all villagers) which will commence at 1 PM]

Incidentally, another letter from the DED, this time dated one day after – 17 October 2006 – and directed to the Ward Executive Officer (WEO), is entitled “YAH: KIKAO MAALUM CHA KMK 20/10/2006”, that is, “RE: SPECIAL WARD DEVELOPMENT COMMITTEE MEETING ON 20 OCTOBER 2006.’ The letter informs the WEO that the meeting will be about discussing and approving the ‘decisions of implementation’ – by the New Forests Company Limited – for the ‘benefit of the community and the whole nation’. It then notifies the WEO that in this meeting, to be held at the ward headquarters, ‘the cost of allowance will be covered by the company as it is a special meeting called by the company outside of their normal ward meetings.’ Thus within a space of three days the villagers and their local leaders were to ‘approve’ the new investor.

Minutes from two meetings – Kidabaga Village Council and Village Assembly – that were held on the same day as those called for in Idete Village respectively – 18 October 2006 – notes that the investor was introduced – by ‘wataalamu’, that is, ‘experts’ from the District Council – as ‘a company involved in sustainable forestry.’ According to the former minutes, the area that the investor would acquire is known as Witamasiva in Ikelamo Hamlet within Kidabaga Village. Kidabaga Village Council members, in documents, approved the aims of the investment and agreed that there was land therefore the company could just come and they would work hand and hand with the investor. However, in further documents, they said the company should compensate for the villagers’ properties that would be found in the acquired area. The latter minutes lists the following as the aims of the company: ‘to plant trees’; ‘to support the community in social and economic activities’; ‘to give better tree seedlings to villagers’; ‘create 10,000 jobs’; ‘to give Tsh 300 million<sup>1</sup> every year for social services’; ‘to construct an industry’;

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<sup>1</sup> Exchange rate approximately Tsh 1,400 to US \$1.

‘to generate electricity (energy)’; and ‘to engage in the provision of education, health, water etc.’

The minutes record that the villagers agreed “kwa kauli moja”, that is, ‘in unison’, to welcome the investor to continue with activities. According to this record, they also requested that the investor construct the industry in Kidabaga as it is easily accessible all the time, the road is stable and is located in the midst of the company’s area. These minutes do not record any reservations.

However, a village report of the promotional meeting, dated 17 – 19 October 2006 notes a number of concerns that were raised. For instance, it was observed that the government was discouraging people from planting eucalyptus as they were draining water sources yet one of the strategies of the company was to plant these trees. There were also concerns about investors dishonoring the contracts/agreements with villagers. They cited the example of a tea company that had invested in that area in the past and thus wanted to know the difference between the two companies. Nevertheless, this village document also concludes, the villagers were ‘convinced’ to approve the New Forest Company’s project of planting trees as soon as in the 2006/2007 season.

But the project did not start in that season. The process of setting it on the ground, as the district officials consulted insists and the reviewed minutes shows, was indeed long. Kidabaga’s Village Council and Village Assembly’s minutes dated 11 April 2008 indicate that the company was still processing the transfer of land. The former minutes is entitled ‘KUH: KUHAULISHA ARDHI YA KIJIKI KUWA ARDHI YA KAWAIDA’, that is, ‘TRANSFERING VILLAGE LAND INTO GENERAL LAND’. Similarly, the latter minutes reads “YAH: UHAULISHAJI WA ARDHI YA KIJIKI KUWA ARDHI YA KAWAIDA. KIJIKI CHA KIDABAGA”, that is, ‘TRANSFER OF VILLAGE LAND INTO GENERAL LAND: KIDABAGA VILLAGE.’ In both minutes the government official who ‘facilitated’ the meeting informed the attendees that they have come to finalize their approval of the investor. Tellingly, the former minutes’ record that the

‘facilitator’ clarified that there are three types/levels of land administration but it does not document them whilst the latter minutes is completely silent about this. Probably due to a lack of expertise in minutes’ taking and capacity in official documentation, it is thus not clear whether the land expert from the district explained in details the 3 categories of land – (1) general land, (2) reserve land; (3) village land – and the implications of transferring land from one category to another. This is particularly revealing given the fact that we observed low levels of understanding of the process of land transfer among villagers and their leaders in all villages.

Some of the concerns/questions and their clarifications/responses documented in these minutes highlight this limited awareness and how it can easily be exploited. For instance, members of the Village Council asked what would happen in that process of ‘uhaulishaji/transfer’ if there are people’s properties in the land. The government official responded by saying they will try to pass by such area, however, if it would happen then the proprietor will be compensated. Yet another ‘mtaalam/expert’ clarified that the area to be acquired would be the one ‘owned’ by the Village Council. This ‘expert’ also stated that anybody who will be affected by this exercise will fill a form to request compensation through ‘experts’ of valuating properties. Last but not least, in their response to the question about the areas within Kidabaga Village that are being used by villagers from neighbouring villages such as Kiwalamo, the government officials are quoted as saying that these will be compensated through the ‘responsible’ village according to boundaries.

Currently, the official website of the New Forests Company affirms that operations have started in Tanzania, “with the approval of the first budget in October 2009”. Since then, it notes, a “temporary office is operational in Iringa from where the establishment of the Lukosi Plantation, close to Magome in the Kilolo district, will be managed.” “Road construction to serve this area and the area to be planted during the 2010/2011 rainy season”, it further notes and the research team observed so, “is underway”. “By the end of March 2010”, the website admits, “just over 300” hectares out of the acquired land

“was planted.” However, the website does not disclose the exact size of the acquired land but, as it has been hinted above and as the varying figures of the land size from various sources indicates, this question of size remains a bone of contention.

For instance, Kidabaga village officials claim that they didn't know the exact size of their village area that was transferred to general land and thus acquired by the investor as they were waiting for it to be surveyed. The Village Council's minutes dated 11 April 2008 cited above affirms this claim. It quotes the government official who facilitated that meeting as saying “eneo linalo Hawilisha ni Hector \_\_”, that is, “the area that is being transferred is \_\_ hectares.” This dash was not simply a matter of poor recording as the minutes of the Village Assembly which followed immediately afterwards – just two hours later – indicate that no one mentioned the actual size of the area to be transferred. In fact both minutes record the official clarifying that the area would be the one under the Village Council. Even the village report of the promotional meeting referred to above as being dated way back in 17 - 19 October 2006 quote district officials recommending villagers' ‘participation especially during the survey of the project area.’

This convoluted process of land acquisition became increasingly associated with land grabbing in 2009 not least because the area was/is not yet surveyed. In the case of Kidabaga, its Village Council's minutes dated 30 March 2009 records that New Forests Company brought Tsh 1, 690,000 to compensate for the area given in Ikelamo. Upon sending this report to the Village Assembly on the same date, a number of villagers were not satisfied. The minutes of the latter meeting notes that these villagers claimed that there are areas that were not compensated and requested the village leaders to follow-up on this issue. What followed was a series of contradictory claims. On 28 July 2009 the VEO wrote a letter to chairpersons in all hamlets, directing them to inform all villagers with ‘farms taken by New Forests Company’ to meet in the acquired area on 30 July 2009 to ascertain them and send their names to the District for ‘further decisions.’ However, a month later, on 23 August 2009, a number of villagers from Ikelamo hamlet wrote a pointed letter to village office requesting their farmland whose ‘bounderies have



been set with beacons and sold to the investor by Kidabaga Village Council.’ They thus insisted:

[T]unaomba turudishiwe mashamba yetu na siyo kulipwa chochote; maana tangu awali hatukukusudia kutoa kwa mwekezaji. Aidha mashamba hayo ndiyo tegemeo la kutafutia riziki ya familia zetu [We request our farms to be returned to us and not to be paid anything; because from the beginning we didn’t intend to give it to the investor. Besides those farms is what we depend on to sustain our livelihoods and those of our families]

The villagers who wrote the letter then listed Kikala, Msimzi, Idulangaja, Lwendi, Dzefi and Mapakapaka as the areas they needed to be returned. To that end they asked for the boundary that was ‘accidentally set’ to be ‘rectified.’ However, they affirmed that they are in agreement with the government in giving the Witamasiva area to the investor. Undated minutes of Kidabaga Village Council that sat around this time show how the village leaders attempted to resolve this situation. It notes that they went to ‘survey’ the area and agreed to ‘demarcate’ areas belonging to individuals and those belonging to the District Council. Moreover, they agreed that the acreage of each area ought to be known. It was also agreed to summon the investor to compensate the farmland’s owners. Yet by the end of that year the problem remained unresolved.

As the New Forests Company started preparing the ‘acquired’ land for planting trees, the pressures from both ‘above’ and ‘below’ mounted on the Kidabaga Village leadership to sort out these problems. In a desperate letter dated 30 December 2009, the VEO reminded the DED about the latter’s promise to resolve two issues: (1) complaints from people in Kidabaga and Kiwalamo that their areas have been acquired without agreement and (2) requests from Kidabaga villagers who wanted to know the exact acreage of the area that was being compensated for Tsh 1,690,000. The letter also notes that on the very same day Kiwalamo villagers who farmed in the area complained that certain people were clearing it and digging holes without any prior notice.

FIGURE 2: NEW FORESTS COMPANY PLANTING PINE TREES IN KILOLO - MARCH 2010



*(Field photo – Dec.2010)*

The situation continued to become tense in the beginning of this year. As a very detailed minutes of the 14 January 2010 Kidabaga Village Council shows, the VEO had to offer a lengthy historical narrative of the Witamasiva land acquisition process. He started by asserting that when New Forests Company representatives came to put beacons in 17 August 2007, on the area given to them by the villagers, they were approved to do so. After reiterating that they also came in May 2009 to bring Tsh 1,690,000 to compensate the area without stating its acreage, he went on to asserts that ‘after that a number of people lodged their complaints that the value of the area is not equal to the compensation even if the area is not surveyed.’ Then he affirmed that in the aftermath ‘the village leadership went to investigate the area and found out that areas belonging to individuals were also taken without any compensation.’ ‘History shows’, he further noted, ‘that Kidabaga and Kiwalamo villagers were farming in Ikelamo Hamlet area simultaneously

without discrimination.’ Then the villagers and their Village Council, he asserted, gave the Witamasiva area to the company and he mention the names of six members who were selected to go and show the investor that area. The VEO continued by asserting that the Village Council and Village Assembly minutes cited above as dated 11 April 2008 and this delegation confirm that the area of was given to the investor ‘kihalali’, that is, ‘lawfully.’ But he quickly offered a disclaimer that the only area given out was not more than Witamasiva. Moreover, he noted that although the village gave that area the Village Council had realized a number of shortcomings which affirmed ‘uhalali’, that is, the ‘validity’, of the villagers’ claims. He thus validated them:

- (i) Eneo lililotolewa halikupimwa kuwa ni ekari ngapi kulinganisha na fidia iliyotolewa [The given area was not surveyed to determine the acreage in comparison to the compensation offered ]
- (ii) Siku ya kuweka mawe ya mipaka wananchi wenyeji wa WITAMASIVA hawakushirikishwa wanaoyafahamu vizuri maeneo hayo [On the day of putting the beacons the villagers residing in WITAMASIVA and who knows the areas very well were not involved]
- (iii) NEW FOREST kwa kutokuwa na Ushirikishwaji wa wenyeji waliweka mawe kusikohusika [By not involving the residents NEW FORESTS COMPANY put beacons in places that they are ought not to be]

In order to rectify these shortcomings the Village Council offered the following recommendations: (1) To survey the area to determine its acreage; (2) To consult lawyers about the lawful rate of compensation for one acre with the aim of comparing it with the compensation offered; (3) Nothing should be done in the area until (1) and (2) are completed. It thus decided to form a ‘commission’ of 7 people to ‘survey’ the area. It also decided to present the issue to the Village Assembly. This public meeting was attended by “300” villagers. The minutes, dated 17 January 2010, contains this strong statement against the acquisition of their land for investments:

Wananchi kwa kauli moja, wamekataa kulitoa eneo hilo kwa mwekezaji huyo na hata kwa mwingine; kwa madai kuwa kulingana na ongezeko la wananchi kijijini na kwamba kijiji cha KIDABAGA hakina eneo jingine zaidi ya WITAMASIVA lililomo katika kitongoji cha IKELAMO, hivyo pamoja na kauli hiyo wamemuomba MKURUGENZI MTENDAJI WA WILAYA YA KILOLO amsimamishe mwekezaji huyo ili asiendelee na zoezi la kupanda miti wakati hatua zingine za kuyafidia maeneo aliyokwisha fyeka zikiendelea. Wanaomba Serikali ya Kijiji ifanye haraka kutoa taarifa hii kwa

MKURUGENZI ili wananchi waweze kuendelea na shughuli zao za kimaisha kwani hivi sasa wanahofia usalama wao Kutokana na Mwekezaji kuendelea kulitumia eneo hilo. [In unison the villagers have refused to give that area to the investor or any other investor because, due to the increase in the population of the village, KIDABAGA village does not have any other area apart from WITAMASIVA in IKELAMO hamlet therefore, in line with that statement, they have requested the DISTRICT DEVELOPMENT EXECUTIVE DIRECTOR OF KILOLO to stop that investor from continuing planting trees while the process of compensating other areas which he has cleared is continuing. They request the Village Council to speedily send this information to the DIRECTOR so that the villagers can continue with their livelihood activities as they are now worried about their security because the investor is still using the area]

However, probably playing it safe, the VEO inserted this disclaimer as recorded in the minutes:

Pamoja na jitihada za Afisa Mtendaji wa Kijiji kuwatahadharisha wananchi kuwa si vema kuvunja mkataba waliouweka wao wenyewe mwaka 2005 [Sic] na kukamilishwa mwaka 2008 na kuwakumbusha kuwa ardhi ni mali ya serikali, wananchi waliendelea kukataa kuwa hawapo tayari kumpa mwekezaji eneo hilo. [Even though the Village Executive Officer tried to warn the villagers, that it was not good to terminate the contract which they entered in 2005 [Sic] and finalized in 2008, and reminded them that land is the property of the government, yet the villagers continued to refuse, stating that they are not ready to give that area to the investor

To cap this disclaimer the minutes concludes by stating that the aim of listing the names of those who attended was to ‘avoid denying another day that it is not us who approved as it has happened with the case of 2005 [Sic] and 11 April 2008’. This distancing gives a glimpse of the historically skewed power relations that characterizes the bifurcated state that tends to pit the central against the local governments. It is not uncommon for village leaders who side with their villagers against the wishes of the central government’s leaders to face the wrath of state apparatus. What is observed in this case is nothing more than this fear and the dilemma of being caught between a rock and a hard place. In fact these particular Village Council and Assembly were called as a response to the directives of the DED in his letter dated 6 January 2010. As such the VEO was responding to the mounting simultaneous pressures. It is not surprising then that in his letter of response to the DED dated 18 January 2010 he thus further expanded that disclaimer:

Mapendekezo ya H/Kijiji yalikataliwa na wananchi kwa madai kwamba vijana wao hawana mahali pa kulima, hivyo eneo hilo asipewe mtu au mwekezaji yeyote. Wajumbe wa H/Kijiji, Wazee maarufu, Viongozi wa Vyama vya siasa, wataalam pamoja na wajumbe wa H/Kijiji waliopita waliwashauri wananchi kuwa wakubaliane na ushauri wao waliopendekeza kwenye kikao cha ndani (H/Kijiji) kuwa eneo hilo la WITAMASIVA tuombe H/WILAYA yetu ikapime upya ili kama kuna uwezekano wa nyongeza za fidia kijiji kilipwe. Hata hivyo wananchi walikataa...Hivyo naambatanisha mihtasari...kwa maamuzi zaidi ya kisheria kwani kihistoria inaonyesha suala hili la mashamba kupewa NEW FOREST lilipitishwa na wananchi tangu 2005 [Sic]...Hata hivyo inaonesha kuna kikundi cha watu wachache sana toka Kidabaga na Kiwalamo waliowashauri wananchi kukataa ushauri wa wajumbe waliokaa kwenye H/Kijiji. [The recommendations of the Village Council were rejected by the villagers on the basis that their youths do not have areas for farming hence that area should not be given to any investor. Village Council members, famous elders, leaders of political parties, experts together with former members of the Village Council advised the villagers to agree with their advice stemming from the recommendation of the Village Council meeting, that they should ask the District Council to resurvey the area of WITAMASIVA and pay the village if there is a possibility for additional compensation. But the villagers refused...Therefore I am attaching minutes...for further legal decisions since history shows that this issue of giving the farmlands to NEW FOREST was approved by the villagers since 2005 [sic]...However, it appears that there is a small group of people from Kidabaga and Kiwalamo who advised villagers to reject the advice of the members who attended the Village Council meeting]

#### ***4.4 Appeasing Villagers***

This so-called small group of people is still struggling to reclaim their land whilst others are still claiming compensation. In the case of the latter, the research team observed, there is a general feeling among village officials and villagers in Kidabaga, Idete and Kiwalamo villages that Magome village/villagers received a lot of money for compensation. According to one former VEO of Kidabaga, this issue of compensation is causing a lot of friction between villagers and village officials since some villagers are of the view that the VEO and former VEO have been bribed by the investor. Some of the villagers in Kidabaga are of the view that their village council has embezzled compensation money, presuming that it was paid to the council's bank account. However, the members of village council consulted, insist that so far the New Forests Company has compensated some of the plots and trees that were owned individually. According to Kidabaga Village Chairperson, its council is awaiting a response to their request for

compensation of a village area – the one that is not yet surveyed – that the investor entered into.

**FIGURE 3: PART OF LAND ACQUIRED BY THE NEW FORESTS COMPANY IN KILOLO**



*(Field photo – Dec.2010)*

The case of Kiwalamo villagers' claim for compensation and/or reclaiming land is particularly peculiar because the investor has not acquired any land from Kiwalamo Village. As it has been narrated above, some of the villagers from Kiwalamo had been using land in Kidabaga before and after they had to relocate to their current village during the villagization of 1974-1975. Since this land is under the jurisdiction of Kidabaga Village Council it has been difficult to claim their stake through their own Kiwalamo Village Council. The draft minutes of a meeting dated 18 May 2010 entitled 'KIKAO CHA JAMII YA WANAKIJIJI CHA KIWALAMO WALIODHAMIWA [SIC] MAENEO YAO NA WAHISANI WA (NEW FOREST)', that is, 'A MEETING OF

KIWALAMO VILLAGERS WHOSE AREA HAVE BEEN ENCROACHED BY (NEW FORESTS) DONORS’ reveal this paradox. The document starts by summarizing the Village Chairperson’s remark on why the meeting was held in Kiwalamo instead of Kidabaga – the reason being that the complainants are from Kiwalamo. Then the draft minutes thus cite the villagers’ complaints that were lodged to New Forests’ ‘foreman’ who also attended the meeting:

Wananchi wamevamiwa eneo lao la kazi na ardhi wanaoitumia kwa shughuli mbalimbali za kila siku bila kupewa taarifa yeyote (Serikali au New Forest Company) [The villagers’ area of work and the land that they use for various activities every day has been invaded without notice from anyone (The Government or New Forest Company)].

According to the then (yet) unsigned minutes, the foreman responded to these complaints by stating that the company had already secured a title and the boundaries and beacons had been set. He further stated that the overall boundaries markers are River Rungu and River Lukosi the areas of Kimala, Ndengisevile, Magome, and up to the Hill of Mbogo. The foreman is also quoted as saying that they already have a map and their area is 2,300 hectares. However, he is also quoted as admitting that he had already forwarded the issue to land surveys, asking them “mbona eneo lina miti ya watu?”, that is, “how come the areas has trees that belongs to people?” The draft minutes indicate that the government official responsible for land in attendance chipped in, saying that the area was bought and people were being compensated. In turn the foreman is cited as saying that even the district was aware and went on to advise that if they have complaints they should use the procedures used by Kidabaga by sending the names of complaints to the district.

In its section on queries from the villagers, the draft minutes lists the following questions/issues:

- (1) Je, Bosi anajua waliolipwa na wasiolipwa, thamanisho nani alithaminisha? [Does the boss know who has been paid and who has not been paid, as for the valuation who did it?]
- (2) Je, mbona makubaliano kati ya wawekezaji na wananchi wa Kiwalamo hayajafanyika? [How come an agreement between the people of Kiwalamo and the investor has not been reached?]

- (3) Sisi wananchi wa Kiwalamo tuliamia Kijiji cha Kiwalamo baada ya uhamisho, lakini matumizi yote ya ardhi tulikuwa tukitegemea eneo la Kidabaga, Je, Serikali inatupeleka wapi? [We, the people of Kiwalamo, moved to Kiwalamo Village after being moved, we have been depending on the area in Kidabaga for our land use, so, where is the government sending us to?]
- (4) Wananchi sisi kwa sasa wamechoka kuvumilia, hivyo wanataka kurudi kwenye maeneo yetu (Haya ni maelezo) [Them, the villagers, for now, are tired of being patient, therefore they want to go back to their areas (This is a narration)]
- (5) Je, mbona Mwekezaji kama ana mpango mzuri, kwa nini anapenda miti ndani ya miti mingine? [If the investor has good plans then how comes s/he is planting trees within other trees?]

The draft minutes thus lists “majibu machache”, that is, few responses’ from the foreman:

- (1) Inaonesha kuwa, wanakiwalamo...hawajui chochote kuhusu New forest, hivyo wajue kuwa: -
  - \* New Forest, imetoa muhtasari kwenye vijiji vyote husika na siyo mvamizi, kwa sababu hati ipo (Hati Miliki)
  - \* Tuwe wapole, ili tupewe haki zetu kutoka kwa mwekezaji kupitia Serikali
  - \* Serikali imeshapewa haki zetu zitakiwazo na mhisani
 [It shows that Kiwalamo dwellers...do not know anything about New forest, so they should know that: -
  - \* New forest has given out minutes to all the involved villagers and it is not an invader because even a title is there (Title Deed)
  - \* Let us be calm so that we can be granted our rights from the investor through the Government
  - \* The Government has already been given all our rights required of the donor]

This foreman is also cited as agreeing that the people of Kiwalamo were unfairly treated in regard to the granting of their due rights and participating in decision-making. It should be noted that this is a relatively new foreman who replaced the demoted one who was allegedly involved in cutting and uprooting villagers’ trees. The draft minutes close with two resolutions from the seemingly appeased villagers: (1) ‘to plan a special time to deal with these issues’; (2) ‘the person in charge at New Forests should also sign.’ Processing both resolutions remains pending.

However, as the planting season of July speedily approaches, the villagers are running out of patience with the appeasing from the company representatives and district officials. Some of them are even considering taking matters into their own hands probably as in forcefully if not violently going on with cultivation uprooting trees planted



by the investors. Others have resorted to the Prime Minister to resolve their plight. On behalf of his fellows who had been waiting with no avail for a response from the district authority, one such villager who is no longer residing in the area even wrote a complaint letter to the premier on 11 February 2010, requesting him to use his authority to facilitate the return of their land and the compensation of all the damages to their trees. The district officials, the research team garnered, were directed to address their complaints.

From the preceding narrative(s) it is quite clear that, regardless of their inherent legal flaws as far as villagers' land rights is concerned, the provisions of Section 4 of the Village Land Act cited above, particularly their progressive elements regarding compensation, have not been adequately adhered to in the process of transferring the village land into general land and then 'investment land.' For instance, it is obvious that Sections 4(3) (b) and 4(8) (2) which, respectively, provides for a prior determination of the size of the village land to be transferred and its compensation thereof were bypassed as the area was not surveyed and the compensation was given arbitrarily.

In sum the entrance and presence of the New Forest Company in Kilolo District continues to elicit mixed feelings and responses across and within the villages visited. This investment is a missed blessing. The following sample of voices from villagers captures well this ambivalence:

Hawa wawekezaji ni wavamizi kwa kuwa kunatakiwa kuwe na makubaliano [These investors are invaders/grabbers because there ought to be an agreement...]

Mwekezaji aliomba kiutaratibu ila matokeo ni tofauti [The investors requested procedurally but the results are different]

Yule mwekezaji alikuja kama Mkombozi [That investor came as a saviour/liberator]

Watu wamejiona wamerudi kwenye umanamba [People feel they have gone back to casual labour associated with labourers' numbering]

Anawahenyeshwa vibarua, saa mbili asubuhi hadi saa kumi alasiri hakuna kusimamia, hawaruhusiwi kula chakula [The investor overtax the casual labourers, from 8pm to 4pm there is no break, they are not allowed to eat]

Tunajua mwekezaji anasaidia mfano ajira lakini ni sawa na kumnyang'anya mtu haki ya kuishi – haki ya kula [We know the investor is helping, as in providing jobs, but this is like robbing someone the right to live – the right to eat]

## **5.0 The Case of BioShape Tanzania Ltd. in Kilwa**

Kilwa is one of the six districts located in Lindi region in Southern Tanzania. The region, established in 1971, is regarded as one of the few regions whose natural vegetation has not (yet) been degraded. According to the website of Lindi Regional Office, Kilwa has an area of 13,347.50 square kilometres (1,334,750 hectares) of which 12,125.9 square kilometers is surface land and 1,221.52 square kilometers is the ocean. The latest URT's (2002) *2002 Population and Housing Census* estimated that Lindi had a population of 787,624 (379,014 male; 408,610 female) whilst that of Kilwa was 171,057 (82,322 male; 88,735 female). At a median age of 17.6, the population of the district – and its labour force – is also generally young as in Kilolo.

### ***5.1 Bio-shaping Kilwa***

The BioShape Tanzania Limited's quest for farmland in Tanzania dates as far back as 2006. At that time its parent company, Bioshape Holding B.V, was developing its Dutch and Belgium power plants. According to the company's official website, it "concluded it would be beneficial to produce its own Pure Vegetable Oil" for that purpose. "Because a number of share holders already had business interests in Tanzania", it also disclosed, "it made sense to pick this country for these activities." To that end the following rationales and explorations were set into motion:

In 2006 a team of Tanzanian experts was hired in order to locate possible areas which lent themselves to the cultivation and exploitation of *Jatropha* nuts. After the identification of a number of possible locations, the choice fell on the Kilwa district, in the South East of Tanzania. Currently, BioShape Tanzania Ltd. possesses 81,000 hectares of ground on which 400 plantations of 200 hectares each will be established. These plantations will be designed to operate without diminishing the region's bio-diversity. Additionally, in 2009 BioShape will start with the renovation of the Kilwa harbor.

It should be noted that this company, though foreign – Dutch and Belgian – in origin, is now registered as a Tanzanian company limited. According to its website, BioShape Holding B.V has another subsidiary company “called Fuel 4 Energy B.V. which focuses on the processing of the Jatropha seeds into pure vegetable oil and operates as a holding for the Tanzania based activities.” As the reference section shows, a number of studies have been conducted on this company. So the aim here is not to regurgitate what they found but, rather, to highlight the current state of its investment with respect to what has been happening since it entered the area.

At the moment it is generally agreed – by the district and village officials as well as villagers consulted – that Bioshape Tanzania Limited has stopped its operation in Kilwa. However, no one really knows if this is a permanent or temporary cessation. What people are left with are reminiscences of how the company operated and its positive and negative impacts on the district and its villages/villagers. As for its entry and exit in Kilwa, the districts officials consulted claim that they followed all the required procedures when they came but left without any notice. This official narrative of their entry corroborates with the findings of other researchers whose “Interviews with the District Government officials showed that the investor got the land through all the legal procedures involving approaching the Tanzania Investment Centre (TIC) for the permission” (Riziki Silas Shemdoe & Iddi Ramadhani Mwanyoka 2010: 20). However, as in the case of New Forests Company Limited in Kilolo, a number of village leaders and villagers have an alternative narrative. It is this narrative that informs their reminiscences of BioShape’s short stint in Kilwa to the extent that it has become a ‘public discourse’ in all the 4 villages we visited.

Backing it up with official village documents, their alternative narrative goes like this: Bioshape requested land from the villages after passing through the central government. The villagers approved the request through the Village Assemblies. However, what they approved was based on an ‘agreement’ that they are ‘lending’ the land to the investor. This ‘contract’ – for that is what the villagers and their leaders keep referring to that

agreement – obliged the investor to return a certain percentage/acreage of land after every year or two upon failure to utilize it. This ‘contract narrative’ highlights the confusion around the process – and power – of transfer of land from one category to another. This was particularly evident in Migeregere Village where the villagers and their leaders were adamant that the ‘contract’ they entered into with the investor regarding their land was legally binding and, by implication/extrapolation, more powerful than the ‘derivative title’ that the investor would have. However, they didn’t even have their copy of the ‘contract’ as it was claimed that it was taken, two years ago, by the lawyer, who came with the investor, with the promise that it will be returned to them upon being typed and printed.

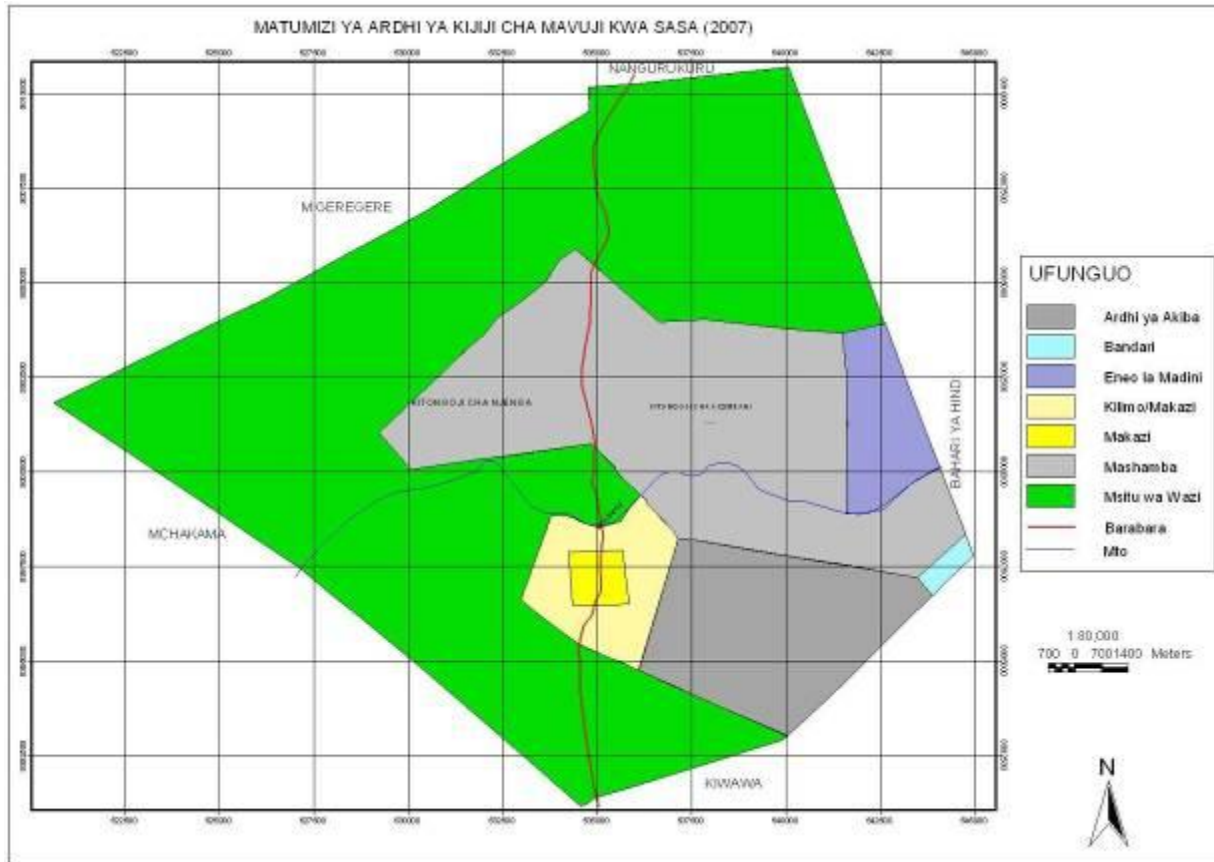
In another village they only have an unsigned document entitled “Muhtasari wa Mkutano wa Wajumbe wa S/Kijiji Nainokwe Uliofanyika Siku ya Tarehe 27/08/2008’, that is, ‘Minutes of the Nainokwe Village Council that was held on 27 August 2008.’ However, it does not record anything about the agreement of returning a certain portion of the land if the investor fails to use it. In fact, as one of the villagers remarked, and others nodded in agreement, the lawyer said it was impossible to include that agreement in the actual contract. This honest clarification from the lawyer, it can be inferred, was based on the fact that as far as land entitlement is concerned, in the processing of derivative titles for investors through transferring village land to general land, such an agreement has no legal power over the derivative title. In other words, what transpired was only ‘a gentlemen’s agreement’ between the investor and the villagers. The agreement was mainly used to justify the transfer of their land. As such it is the Tanzania Investment Centre (TIC) that has power to engage BioShape in regard to any entitlement breach.

The issue of the actual size acquired by BioShape in Kilwa is as puzzling as it is in the case of New Forests Company in Kilolo. Three researchers, drawing from more or less similar sources, have different figures for the overall concession in the former district: 34,000 hectares, 34,736, hectares, and 37,000 according to Sulle & Nelson (2009), Francis Songela & Andrew Mclean(2008) and FAO (2010) respectively. The case of

Mavuji effectively illustrates this ambiguity. Discussion with village council members indicates that they are not very sure about the actual size of the land acquired by the investor from their village, with one village official indicating that it is 16,000 acres and thus estimating it to be less than 10,000 hectares. Since the compensation rate used was Tsh 15,000 per acre and the village got Tsh 89,420,000, being 40% of the whole compensation given, a simple calculation reveals that the size should be about 2,384, something that does not add up. The Village Land Use Plan conducted by Tume ya Taifa ya Matumizi Bora ya Ardhi (2006) indicates that the total available area therein was 52,960 acres.

By the end of December, 2006 out of this land only 3,000 acres were used as farmland and 43,542.50 as forestland, prompting the planning team to suggest an increase of the former. Such information renders the following conclusion suspect: “In Mavuji village, the land relocated to the company was unused land, which according to the Village Land Use Plan was planned as a farming area. The village still has spare land for Village Land Forest Reserves (VLFRs) and for other uses, such as settlements” (Gordon-Maclean, Laizer, Harrison & Shemdoe 2008: 24). But a comparative analysis of Figure 4 and 5 below which, respectively, graphically present the use of land in Mavuji Village in 2007 and its Village Land Use Plan for 2007 – 2017, reveals that a significant part of the village forest/farmland has been truncated for the sake of the investor.

**FIGURE 4: GRAPHICAL PRESENTATION OF THE USE OF LAND IN MAVUJI AS IN 2007**



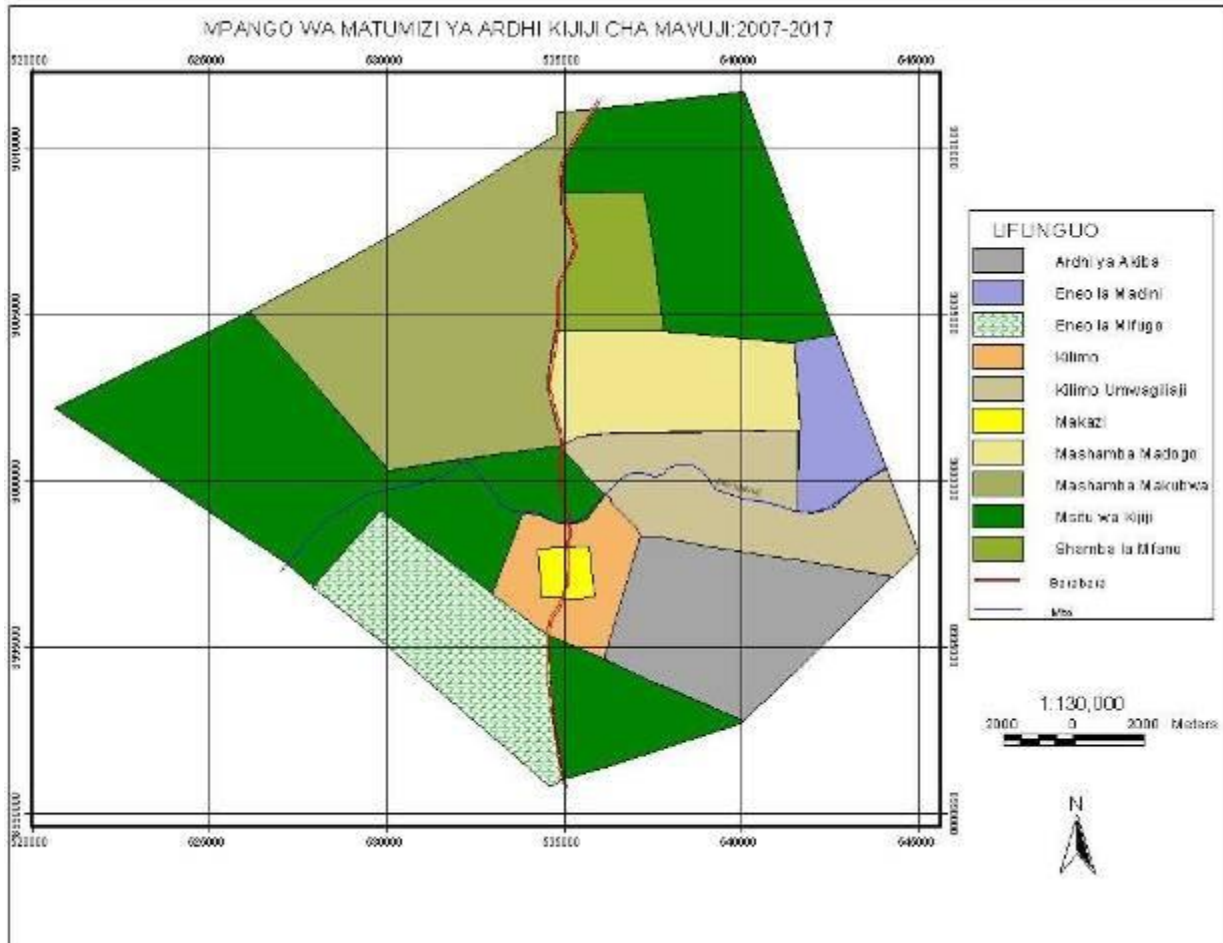
\*BioShape's website figures\*

One only has to superimpose Figure 6 from BioShape's website with Figure 5 and Figure 4 to clearly see that Mavuji Village lost what it earmarked for large farms (*mashamba makubwa*). When the company was still there even the area designated as an exemplary farm (*shamba la mfano*) was used as a jatropha trial farm. Thus as far as farming is concerned the village remained with the areas referred to as *mashamba madogo* (small farms) and *Kilimo Umwagiliaji* (Irrigation Farming). Yet one has to make sense of these findings which are not uncommon:

Loss of access to land attributed to land being set aside for Jatropha cultivation is not a big concern to the communities where cultivation of Jatropha is and will be implemented. This was reported by the officials at the District Land Office and confirmed by village leaders during focus group discussions in Mavuji and Migeregere villages. Additionally, results from the household interviews indicated that 100% of all respondents indicated that all the land that has been allocated to the Bioshape Tanzania Ltd was not used for any meaningful human activity, besides local hunting and illegal lumbering and hence they noted that letting it go doesn't have any harm to the communities. In Mavuji village

members of the village Government had it that giving that land to Bioshape was done deliberately and it was a relief to the communities as it used to be home to wild animals and vermin which were a threat to both people's lives and crops (Shemdoe & Mwanyoka 2010: 26)

**FIGURE 5: MAVUJI VILLAGE LAND USE PLAN FOR 2007 – 2017**

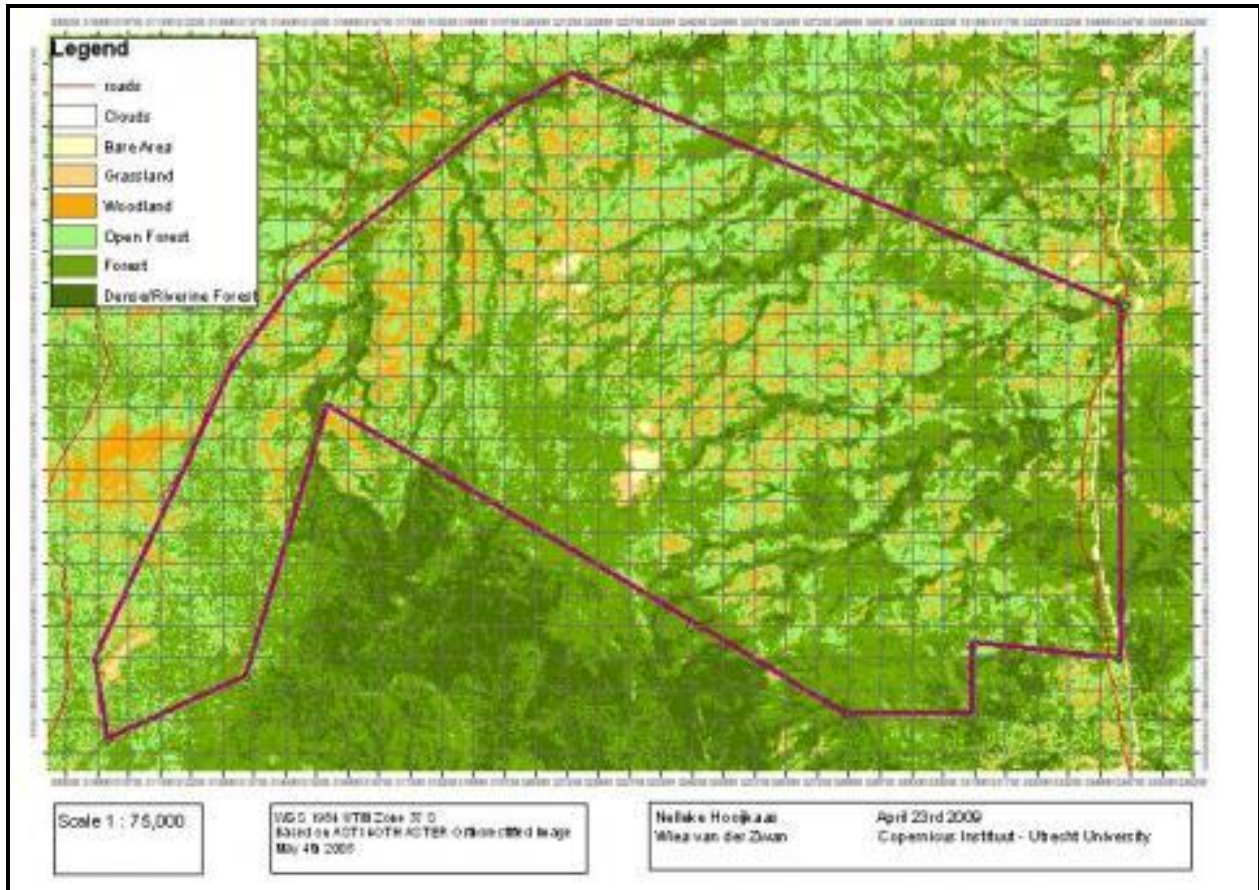


\*BioShape's website figures\*

One plausible explanation for the findings above is that the area was still regarded as part of the forest reserve. And since the procedures for forestry harvesting are very costly and lengthy, villagers hardly saw any benefit from them. Some of the villagers consulted indicated that it is only now they are realizing the value of sustainable forestry in relation to climate change. This is partly attributed to the ongoing work of conservation organisations such as WWF and Mpingo Conservation and Development Initiative. However, the growing interest in forestry can also be attributed to the booming timber business and the allegation that BioShape was also actually logging in that particular area

and exporting timber abroad. District officials and villagers alike glowingly reminisced on how BioShape had state of the art equipment, including remote controlled machinery, which were used to process logs and chips used to make chipboards.

**FIGURE 6: BIOSHAPE'S BIOFUEL FARM IN MAVUJI, MIGEREGERE AND NAINOKWE**



Similarly, in the case of Liwiti no one was sure about the actual size of the village land acquired by the investor. The figure that emerged in the course of the discussion is 28,000 hectares which does not tally with the distribution of compensations in Table 2 below and the overall 34, 000+ hectares that BioShape is said to have acquired in Kilwa. However, further probing revealed that the villagers and their officials did not even know the size of the portion left in their village land after such acquisition. In fact they called for a survey of their village land. The beacons that they claim to have seen around the area acquired by BioShape remind them of a part of their land that was acquired by a brewing company, CHIBUKU, and which they are still struggling to reclaim.



**TABLE 2: SIZE OF LAND ACQUIRED AND COMPENSATION PAID IN KILWA BY BIOSHAPE\***

	<b>Village</b>	<b>Compensation (Tsh)</b>	<b>Size (Acres)</b>	<b>Size (Hectares)</b>
1.	Migeregere	170,284,000	34,000.00	13,759.61
2.	Liwiti	95,605,600	28,000.00	11,331.44
3.	Mavuji	89,420,000	16,000.00	6,475.11
4.	Nainokwe	49,800,000	16,464.89	6,663.25
<b>Total</b>		<b>405, 109, 600</b>	94,464.89	38,229.42

*\* These figures varies across district and village sources – they are presented here to highlight the ambiguity*

BioShape was very shrewd in blocking all the places in the district such as the police and council that the villagers could complain to, claimed one villager, since ‘everything has a BioShape sticker’, indicating it has been aided by the investor. Indeed one can still observe BioShape stickers even in village offices. The imprint BioShape is still visible in the district as it had a lot of ‘Corporate Social Responsibility (CSR)’ initiatives. According to its website, the CSR projects under the auspices of Bioshape Benefits Foundation (BBF) include: ‘Constructing a maternity ward for 42 beds at Kinyonga Hospital in Kilwa Kivinje; Construction, in cooperation with the Dutch Ukengee Foundation, of three classrooms, furnishing a new classroom which functions a teachers office and providing electricity and internet facilities for computer classes; Starting a vegetable garden and a school kitchen for the preparation of daily lunch for about 200 pupils who live far at Mavuji Primary School; Facilitating Dental Care in Kilwa Masoko primary schools; Supporting UWAVUKI, a group of seven HIV/AIDS infected women in Kilwa Masoko, to generate income through a vegetable garden; Hosting Dutch volunteers to the Kilwa Masoko Secondary Day School; Renting a house in Kilwa Masoko, which is in use as an orphanage for the elderly lady Bibi and the 7 orphans she takes care of.’

The sustainability of these projects is now halted as BioShape has de facto closed office in the district. According to one of the district officials consulted, the lunch project at Mavuji Primary School is now defunct. Moreover, it was observed that a number of

construction projects which resulted from the compensation they paid for the acquired land have not expanded as all the funds have been expended. For instance, as Figure 4 shows, a primary school that was constructed in Liwiti has two rooms only which cater for Standard 1 and 2. Discussions with villagers revealed that they don't have an alternative sustainable plan to build more classrooms.

**FIGURE 7: A TWO CLASSROOM-PRIMARY SCHOOL CONSTRUCTED IN LIWITI VILLAGE**



*Field photo*

Nevertheless this investor in Kilwa, in contrast to the one in Kilolo, is generally regarded as having paid compensation fairly adequately and procedurally. In an assessment that was carried out on behalf of the World Wide Fund (WWF) toward the end of 2008, Gordon-Maclean, Laizer, Harrison & Shemdoe (2008) observed that local communities in the area were satisfied with BioShape's approach to them. This was not least because,

apparently, the company had already paid the amount agreed for village land compensation. The main reservation then, as of the 16th October 2008, was from Mavuji village as they had not yet received their share, which was apparently deposited in the local district account, and were not aware when they will receive it.

However, in a baseline study conducted a year later by one of these researchers and his colleague under the auspices of Research on Poverty Alleviation (REPOA), Shemdoe & Mwanyoka (2010) observed a growing suspicion among a number of villagers in Migeregere Village that the company was not living up to its promises. The company's approach to villagers in Mavuji Village where it had begun its operation significantly fuelled these suspicions. By the time the current research team visited the area one year later, villagers were confirming their suspicions and a number of them were questioning, as in revising, their preliminary positive perspectives on this biofuel investment . Their main points of discussion include the adequacy and sustainability of the compensation; sustainable forestry and security of land tenure; labour and food security.

### ***5.2 Bio-fueling Hunger***

Probably due the fact that Mavuji Village is located along the Dar-es-Salaam-Kibiti-Lindi Highway adjacent to a river basin, BioShape started their operation in a village that is regarded by the village and district officials consulted as the breadbasket of Kilwa. According to URT's (2006) Tume ya Taifa ya Matumizi Bora ya Ardhi that conducted its Village Land Use Plan, 76.5% of its population is involved in agriculture with it being the main economic activity. By 2006 the village was producing a total number of sacks: cassava (9,600); maize (12,250); cashew (15,900); sesame (700); sorghum (5,200); paddy (11,700). Yet this was not considered sufficient.

One of the main effects of the entrance of BioShape's investment in the area was a significant drop in food production not least because a number of villagers abandoned farming food crops to work for the company. One former labourer estimates the total number of those who were BioShape's labourers at 1,750. Most of them came from

Mavuji. According to the villagers consulted, this led to what has been dubbed ‘Njaa ya BioShape’, that is, ‘BioShape Hunger’, in 2008/2009. In fact Table 3, adapted from URT’s (2010) agricultural statistics on ‘recall food situation at regional and district level back to 2004/2005, indicates that there was a significant shift in the level of food security between 2006/2007 and 2007/2008 whereby Kilwa became a food deficit district. Tellingly, this changed later coinciding with BioShape’s ‘closure of office’.

**TABLE 3: FOOD DEFICIT DISTRICTS IN LINDI REGION IN THE LAST FIVE YEARS**

2004/2005	2005/2006	2006/2007	2007/2008	2009/2010 (Forecast)
1.Lindi(R) 2. Liwale 3.Ruangwa	1. Lindi (R) 2.Ruangwa, 3.Nachingwea 4.Kilwa 5.Liwale	1.Liwale, 2.Nachingwea	1. Kilwa, 2. Liwale (Later, 0)	1. Lindi(R) 2.Ruangwa, 3.Nachingwea 4. Kilwa 5. Liwale

*URT's (2010) agricultural statistics*

This incidence vindicate land right advocates who had alarmingly warned that biofuel with will undermine food security in the country. For instance, Shivji (2007) wrote a column fittingly entitled ‘Agro-fuels will only succeed to fuel famines.’ A year later Alfred Ngotezi (2008) wrote column with an equally fitting title: “Halt biofuel projects to keep the desert away.’ Yet a recent study on *Bioenergy and Food Security in Tanzania* by an internationally respected organisation and its ally speculates that though there “is naturally profound concern that biofuels may compete with food production”, “food insecurity in Tanzania has been driven by low food crop yields which have been a problem for some time in Tanzania” and hence biofuel “developments can be an important catalyst that regenerates the agricultural sector by bringing in new private, as well as public, investment” (FAO 2010: 8). In contrast one could conclude this section with this testimony from a village woman in Mavuji:

We are desperate of food. Nowadays food comes from the city to be sold in the village and not vice versa as before. We could not afford to buy food because the wages we are paid was very little. We do not produce our own food as before because our land has been taken over by foreign companies under privatisation policy to produce biofuel farms. Everybody is talking of hunger as a consequence of mabadiliko ya hali ya hewa (climate

change) but for me our reason is that we are farming in unproductive lands. Increased biofuel production has resulted in massive deforestation and has severe implications for our food security, as energy crops replace our normal land uses. Please tell the government we do not like this behavior of biofuel farms (In Jimwaga, Albert (2010)).

### ***5.3 Bio-diversifying Labour***

As it has been shown above, BioShape's entrance 'grabbed' a significant portion of the labour force that was involved in farming food crops. But this 'diversification' resulted in what is referred to as casualisation of labour, that is, a creation of a pool of cheap, casual labour with no job security. For instance, out of the estimated 1,750 workers referred to above, only about 120 had permanent contracts with BioShape. This ratio between contractual and casual labour is close to what was observed two years earlier by Songela & Mclean (2008): 90 permanent employees out of 600. As it was observed in Kilolo in regard to the investor's devaluation of labour, there were a lot of complaints about how the investor in Kilolo treated workers. The working conditions, it was claimed by villagers and village council members consulted in Mavuji, were drastic, leading to a number of respiratory diseases. For instance, a case was reported of a worker who contracted tuberculosis due to smoke in the company's cooking area. This worker, it is claimed, was 'retired', or rather fired, with a "pole", that is, 'gratuity', of Tsh 121,000. By early May, 2010 he had not yet received his National Social Security Fund (NSSF) pension presumably because BioShape had not submitted it. Since he worked for 1 year and the pension due is said to be Tsh 150,000 the salaries could have been as little as Tsh 125,000 per month given that NSSF is 10% of the salary. This is within the salary scale of Tsh 100,000 - Tsh 120,000 recorded by Shemdoo & Mwanyoka (2010). Thus a lowly paid permanent worker only earn about Tsh 4,000 (\$2.80) per day.

Other complaints include long working hours with little or no breaks (from 6am to 6pm); little payment for casual labour (Tsh 15,000 per week as in Tsh 3,000 (\$2.15) per day from Monday to Friday); heavy workload for women (including walking to and from between 1 and 2 kilometres to fetch food). Incidences of being bitten by snakes were common not least because gumboots were provided much later. It is reported that one

worker died because of the working conditions. Cases of hallucinations in the course of working - presumably due to work anxiety, poor nutrition and exhaustion - were also reported.

From your presentation in Nairobi it seemed there was not work anymore due to the stopping of production. This does not come out clearly here. And that although land now was not being used by BioShape people could not get the use of it although they have been trying. The possibility then that it is just held speculatively while depriving communities of production opportunities seems a key and interesting point that we could emphasize.

What about the issue of the district keeping 60% of the compensation given? That was interesting in terms of how the community benefits little and bureaucrats and politicians further away from the village could have real interests (even outside direct corruption) in these investments coming in.

## **6.0 Conclusion**

This occasional paper has highlighted the challenges associated with land grabbing that have been facing villagers in Kilolo District in Iringa and Kilwa District in Lindi since 2006. By tracing how New Forest Company and BioShape Tanzania Limited entered these districts respectively in search of land for their investments, the paper has shown how the processes of land acquisition in Tanzania tend to sanction land grabbing. In regard to the first case, the paper has revealed, the prerequisite of determining the actual size of village land and informing the villagers about it prior to its transfer to another category of land provided for by Section 4 of the Village Land Act Number 5 of 1999 have been bypassed. Even in the second case in which this provision appear to have been adhered to, the villagers have been left in the dark as they are not aware of the actual size of their village land in relation to the land that has been transferred. Benefits such as new employment opportunities and investments in the communities have been limited and short-lived, in all cases falling far short of what communities expected when agreeing to the initial investments.

As a result villagers have lost significant portions of their farmlands and forestlands which have the potential of sustaining them irrespective of large-scale investments. In

both cases the issue of food (in)security looms large. In the case of Kilwa, it is revealed, there were food shortages dubbed ‘BioShape Hunger’ as they were associated with a significant transfer of labour from village farms to the biofuel company. While that situation is viewed in hindsight as it was short-lived because the company halted its activities, the situation in Kilolo is in the foresight as those who have lost their farmlands are bracing for a planting season in July without a place to farm. Yet more investment companies are eyeing and yearning for land in these areas. It is with these key lessons and concerns in mind that the research team submit the recommendations below.

### ***6.1 Recommendations***

The following 10 recommendations are primarily directed to land rights advocates/activists:

1. Since the land acquired by BioShape in Kilwa is lying ‘idle’, facilitate its transfer back to general land and then to village land as per procedures laid in the Village Land Act, 1999.
2. Since the land acquired by New Forests Company in Kilolo exceeds what was agreed upon, facilitate its return to the affected villagers or, if they wish so, its compensation.
3. Since there is a serious lack of knowledge of the legal procedures and implications of village land transfer, facilitate the training of villagers and village leaders on the matter.
4. Since there is a serious dearth of information about land rights, facilitate the popularization and dissemination of such materials through print and electronic media.

5. Since proper documentation remains a challenge at the village level, facilitate the construction or improvement of land registries in terms of filing equipment and expertise.
6. Since there are cases that require the intervention of a court of law or labour tribunal, facilitate the services of legal aid to those who have been affected by the investments.
7. Since the procedures and costs of forestry harvesting limits village councils and villagers, facilitate the advocacy to change such obstacles and promote sustainable forestry use.
8. Since transferring land that is not properly surveyed tends to result in land conflicts, facilitate – or advocate for – the (re)survey in a transparent way of villages in areas targeted by land grabbers.
9. Since some investors do not have financial and managerial capacities to invest and intend to speculate, facilitate advocacy for the public scrutiny of investors' profiles and requests.
10. Since poverty is unfairly used to legitimize land acquisition and inadequate compensation thereof, facilitate the improvement of pastoral/agricultural production and marketing.



## POSTSCRIPT

New information availed to the research team in the aftermath of the preparation of this occasional paper reveals that there has indeed been serious shortcomings in the process of land acquisition in the case of New Forests Company in Kilolo District. A number of contentious Government Notices (GNs) have been or are in the process of being issued. GN No. 139, dated 5 February 2008, proposed to transfer an area of 14, 704.7 hectares in 12 villages: Magome, Kidabaga, Idete, Isele, Kising'a, Ipalamwa, Ukwega, Makungu, Kiwalamo, Kimala, Lilamsi and Lyamko. In line with the laws of the land its waiting time was 90 days. GN No. 610, 'mutual exclusively' dated 1 August 2009 and 21 August 2009, announced a transfer of land covering 4, 800.00 hectares in five villages: Magome, Kidabaga, Idete, Ipalamwa, Ukwega. In terms of waiting time, however, only 30 days were provided. However, as late as August 2010 these GNs were not available at the sole shop responsible for selling official government documents/gazettes.

It is claimed that the first GN was issued after the preliminary survey/inspection referred to in this briefing paper as reconnaissance. The second GN, it is further claimed, was issued after a detailed survey in five villages. It is in this second case that the area was demarcated and thus beacons were placed. However, it is still claimed that the first GN is still valid. As such the 4, 800 hectares earmarked in the second GN are regarded as part of the 14, 704. 7 hectares in the first GN. Tellingly, it was observed that both GNs do not give details of the area of land per village indicating a serious lack of village land use plans. Ironically, the preparations of a third GN that covers areas of Kisinga and Isele, which tend to be confused with Idete, were underway.

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Kilolo District Council

<<http://www.kilolodc.go.tz/>>

Lindi Regional Office

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