GOLD COAST.

REPORT

ON THE

LEGISLATION GOVERNING THE ALIENATION OF NATIVE LANDS IN THE GOLD COAST COLONY AND ASHANTI;

With some observations on the "Forest Ordinance," 1911,

BY

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British Resident, Perak, Federated Malay States.

Presented to both Houses of Parliament by Command of His Majesty.
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REPORT

TO THE SECRETARY OF STATE FOR THE COLONIES

ON THE

LEGISLATION GOVERNING THE ALIENATION OF NATIVE LANDS IN THE GOLD COAST AND ASHANTI.

ITINERARY.

1. I left Liverpool on January 31st by the s.s. "Burutu," and, after encountering rough weather which caused prolongation of the voyage by an additional day, arrived in Accra on February 16th, and proceeded to Government House, where I was cordially received and hospitably entertained by His Excellency the Governor.

2. Amongst the passengers on board was Captain Armitage, C.M.G., D.S.O., Chief Commissioner of the Northern Territories, who was good enough to give evidence to me upon matters relating to Ashanti, with which he had become familiar during tenure of office in that country. I was thus fortunately made acquainted with the views of an officer of great local experience, with whom I could not otherwise have been brought into touch.

3. During the ensuing week I was occupied in the first instance with the preparations necessarily precedent to the opening of my inquiry, and in conferring with His Excellency and the Hon. Colonial Secretary upon various points relating thereto. I had also the advantage of perusing a series of papers dealing with matters of land administration which it was considered desirable that I should see.

His Excellency having made arrangements to leave Accra on an extended tour in the Northern Territories on February 23rd, I left Government House on the preceding day, having accepted the kind invitation of the Colonial Secretary and Mrs. Bryan to make their house my headquarters during the remainder of my stay in the station.

4. I opened my inquiry on February 19th and took evidence from the following officials and gentlemen resident in Accra:—

The Hon. the Colonial Secretary, Major Bryan, C.M.G.
The Hon. the Attorney-General, Mr. Hudson, K.C.
The Registrar of the Supreme Court, Mr. White.
The Director of Surveys, Captain Lees, R.E.
The Secretary for Native Affairs, Mr. Crowther.
The Hon. Mr. Hutton Mills, M.L.C., Barrister-at-Law.
Mr. Dove, Barrister-at-Law.
Mr. Bannerman, Barrister-at-Law.
Chief Mate Kole, M.L.C.

This, the first part of my work, was concluded on February 29th, and on the following day, March 1st, I proceeded to Cape Coast by the s.s. "Mandingo."

5. Arriving at Cape Coast on March 2nd, I was received by the Provincial Commissioner, Mr. Furley, and provided with accommodation at his quarters. Having learnt at Accra by telegram that the chiefs of this province were desirous of presenting themselves in a body on the subject of the Forest Ordinance, I put myself in touch with the representatives of the Aborigines Protection Society on the morning of my arrival. From these gentlemen I learnt that arrangements had been made for a ceremonial meeting of the chiefs with myself on the ensuing Monday morning, March 4th, and that the taking of evidence should be held over until the next day. As it was of importance that the chiefs should have the fullest opportunity of putting their views before me in any manner and with any formalities which appealed to them, I deemed it advisable to concur in the proposals made, though personally unable to anticipate any results of value from such a meeting, and anxious to continue investigations upon my own lines with the least possible delay.

6. The whole of the morning of Monday, March 4th, was devoted to a formal meeting between the chiefs and their elders, the officers and representatives of the Aborigines Protection Society and myself. Chiefs, or their accredited representatives, to the number of about 16, accompanied by their suites and dependents, and aggregating a total of considerably over 500 persons, with some 20 of the leading members of the Society, assembled in the courtyard of the Castle, each chief and his

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suite being marshalled in a separate group. I entered the place of assembly accompanied by the Provincial Commissioner, Mr. Furley, and the District Commissioner, Mr. Williams. I first made a tour of the courtyard and was introduced to each chief separately by Mr. Brown, the President of the Aborigines Protection Society. Then taking my place at the table allotted to me, the chiefs and their suites passed in rotation and formally greeted me.

7. When all had resumed their places, Mr. Brown rose and addressed me to the following effect :—

"SIR,

"THE Amanhin and the Ahinfu of this country and the Gold Coast Aborigines Rights Protection Society here assembled greet you.

"We are grateful to the Right Honourable the Secretary of State for the Colonies for giving us the opportunity of meeting you here to-day on a matter of vital importance to us as a body.

"You have before you here the Amanhin of Anamabu and Abura and of Dominasi and the Regent of Cape Coast, whose predecessors were amongst the signatories to the Bond of 1844. Also the Amanhin of Nkusukum, Denkyira, Tufel, Assin Atanesu. Also the Chiefs of Elmina, Chama, Sekondi, Axim, and others.

"You have also before you the Gold Coast Aborigines Rights Protection Society, which has been in existence since 1897, and of which I have the honour to be the President, and most of whose executive members are related to reigning houses in the country. For instance, I am related to a very prominent stool in Gomoa; Mr. T. F. E. Jones, the first Vice-President, is closely related to the paramount stool of Abura; Mr. J. E. Biney, the second Vice-President, is Chief of a portion of the fighting men of Abura; Mr. W. Coleman, the third Vice-President, and Mr. Casely Hayford, who will address you to-morrow, are both connected with the paramount stool of Cape Coast, and are, in fact, eligible to it. Mr. Barrister Brown, who will also address you to-morrow, is connected with the Abura stool; Mr. J. D. Abraham, our Treasurer, is in his right a big Chief in Nkusukum; and the Rev. Attoh Ahuma, our Secretary, is a Prince of Jamestown, Accra. I might mention such names as Ellis, Gorman, and others, all connected with reigning houses.

"We sincerely trust that your health will be preserved to carry through the important mission entrusted to you by the Right Honourable the Secretary of State for the Colonies."

to which I replied in the terms set out below, my remarks being interpreted to the assembly by Mr. Brown :—

CHIEFS, ELDERS, AND GENTLEMEN,

I AM extremely gratified to have been afforded this opportunity of meeting you here this morning, and I desire to say that I greatly appreciate the magnitude of this concourse, and the signal manner in which your welcome has been extended to me.

I have had, in the course of my official career, some experience of chiefs and headmen and of native communities in other parts of His Majesty's Empire, and I am therefore in a position to judge by comparison, and to assess the value of the ceremonial that has been prepared for me.

You are doubtless aware that the principal object of my mission to the Gold Coast Colony is on the instruction of the Right Honourable the Secretary of State for the Colonies to make inquiries into the system of administration of land as at present prevailing.

But in addition to that duty there has been attached a further question which particularly affects the chiefs, elders, and communities of this Province—I refer to the Forest Ordinance. I understand that the wording of that Ordinance has caused fears to arise in the minds of this community lest action might be about to be taken on somewhat similar lines to that proposed in 1897. I have had an opportunity of perusing the memorial addressed by your representatives to His Excellency the Governor, the memorial addressed to the Secretary of State, and finally the memorial sent to the Secretary of State for transmission to His Majesty the King Emperor.

So far, therefore, as your views and opinions may be taken to have been incorporated in these documents, to that extent I am now in possession of them. I was, however, informed by the Colonial Office that it was your intention to supplement these memorials by a deputation to London, but that the Secretary of State, in the exercise of his discretion, had decided and caused me to be informed that advice to His Majesty regarding this Ordinance would be held over until he had had opportunity of considering my report on the subject.

Now, Chiefs, Elders, and Gentlemen, I have referred to these facts because I wish to impress upon you in the most emphatic manner possible that neither your views nor representations will lose weight because they are being first considered by myself.

Documents in the form of memorials are prepared by your representatives—deputations to London must be confined to such small body of members as may conveniently represent the community as a whole—but I am here for the purpose of obtaining and recording the views and opinions of every chief, elder, and gentleman in this Province who may be able to speak from experience and with authority, and may be desirous of giving testimony on the subject which you are now considering.

I would venture, if you will allow me, to state shortly what I propose to do. I propose to obtain, with the assistance of the Provincial Commissioner, a list of those chiefs and gentlemen whose evidence will presumably be of value. I intend to take their evidence and their views from them word by word. The whole of that evidence will then be

recorded and compiled, and will be laid before the Colonial Office as an appendix to the report which I am instructed to submit. Thus every declared point of view, and every recorded expression of opinion, will be laid upon the table of the Secretary of State. I hope, Chiefs and Gentlemen, that your case will be as fully put forward in that manner as if advanced through the instrumentality of a deputation to London.

Personally I approach the subject with an absolutely open mind. I hope that in this as in other matters of importance with which I have elsewhere been entrusted, I may deal with it in a thoroughly impartial spirit. It will be my duty to consider equally the advantage of the Colony and the advantage of its inhabitants, and you may take it from me that any recommendation that I make will be such as will, in my opinion, tend to such mutual benefit.

As the question of the Forest Ordinance has not yet come up for investigation before me, it is obviously impracticable for me to say more at this stage, and as regards the general subject of my mission—that of land administration—I should explain to you that I have so far only pursued my investigations in and about Accra. Although, therefore, I am at this moment unable to forecast in any way whether it may or may not be necessary for me to make recommendations of alteration, I think I can go so far as to say, that whatever proposals I may put forward will be such as will, in my opinion, redound to the benefit of the Colony, the benefit of the inhabitants, and the benefit of posterity. Also, I sincerely hope that, in respect of both questions, I shall not leave it open to be said at a later date that any person had something to say to me and that I did not give him an opportunity of saying it.

Chiefs, Elders, and Gentlemen, I reiterate my thanks for the cordial reception you have given to me, and I hope that in return for the sincerity of your welcome I may be able to do something for your country and yourselves.

8. At the conclusion of the meeting, the officers of the Society, speaking on behalf of the chiefs and elders, requested that I would permit Messrs. Casely Hayford and Brown, Barristers-at-Law, to address me the next day on the subject of the Forest Ordinance, adding that these gentlemen were authorised to represent the views of all persons in the Central Province interested in the question. Being desirous of giving the fullest opportunity to the expression of public opinion, I assented to the proposal, the Provincial Commissioner kindly arranging that the meeting should be held in the Supreme Court.

9. On the morning of March 5th, before proceeding to the meeting, the Provincial Commissioner handed me a letter from the Secretary to the Society demanding that my examination of all witnesses should take place in open Court.

It was quite in accordance with my expectations that some effort would be made by those responsible for the agitation against the Bill to put obstacles in the way of my interviewing the chiefs privately and separately; therefore, on arriving at the Court, I made verbal reply to the objection taken, informing the officers of the Society that I was unable to accede to their wishes, as the inquiry was of a confidential nature, and I could not permit the evidence taken to be divulged to the public at any stage of the proceedings.

The rest of the day was taken up by Messrs. Casely Hayford and Brown in addressing me on the Forest Ordinance. The text of their speeches, which were somewhat diffuse and reiterative, will be found in Appendix C.

10. On March 6th, I commenced to take evidence from those desirous of acquainting me with their views on the Forest Ordinance, being careful to make it thoroughly understood that I would give a hearing to every person who had opinions to offer. The list of those who attended before me comprised :—

Six representative Chiefs of the Central Province.
Mr. J. P. Brown, President of the Aborigines Protection Society.
Mr. T. F. E. Jones, Vice-President of the Aborigines Protection Society.
Mr. Attoh Ahuma, Secretary of the Aborigines Protection Society.
Mr. Casely Hayford, Barrister-at-Law.
Mr. E. J. P. Brown, Barrister-at-Law.

I also took a statement from Mr. Furley, Provincial Commissioner of the Central Province.

11. Having completed my inquiry at Cape Coast on the afternoon of Saturday, March 9th, I was fortunately able to catch a steamer for Sekondi on the following day. Coasting steamers visit Cape Coast only at irregular intervals; consequently there is always considerable uncertainty as to when it will be possible to leave the station, and the fact that I was able to proceed without losing any time whatever, enabled me to continue my inquiry with less delay than I had anticipated.

I arrived at Sekondi on the evening of Sunday, March 10th, where I was received and entertained by the Provincial Commissioner, Mr. Grimshaw. I continued my

inquiry on March 11th and following days, obtaining the views of the undermentioned officers of the service of the Colony :—

The Provincial Commissioner, Mr. Grimshaw.
His Honour the Senior Puisne Judge, Mr. Justice Gough.
The Acting Solicitor-General, Mr. Adams.
The Registrar of the Supreme Court, Mr. Vardon.

12. On Monday, March 18th, I proceeded by railway to the mining district of Tarquah, accompanied by the Provincial Commissioner, who remained with me during my stay there. Arrangements had been made for me to interview the managers of the principal mines in the neighbourhood, and to take evidence from chiefs who had been concerned in the granting of concessions. In the company of the Provincial Commissioner I also visited the Prestea mine, said to be the largest concern of the kind in the district, and reached by a branch railway line of some twenty miles in length from Tarquah. We there enjoyed the hospitality of the General Manager, Mr. Homersham, and I took the opportunity to look over the settlements provided for the housing of the native labour force.

The evidence taken at Tarquah included statements made by :—

The Manager of the Aboontiakoon mine, Mr. Hay.
The Manager of the Tarquah mine, Mr. Newbury.
The Manager of the Prestea mine, Mr. Homersham.
The Manager of the West African Trust mines, Mr. Bray.
The Paramount Chief of Bensu.
Chief Esselkojo of Bensu.

13. Leaving Tarquah on Monday, March 25th, I proceeded by rail direct to Kumasi, deciding to defer my visit to the mining centre of Obuasi until I had had opportunity of conferring generally on land matters in Ashanti with the Chief Commissioner. Arrangements had been made that the persons to give evidence should attend before me in the fort, and I obtained statements from the Chief Commissioner, Mr. Fuller, C.M.G.; the Cantonment Magistrate, Mr. Risely Griffith; and four of the principal native chiefs resident in or near Kumasi. The latter, however, were not able to supply much information on the subject of mining concessions, as but little land appears to have been so disposed of in the districts over which they preside.

I also made a fairly exhaustive inspection of the town of Kumasi in company with Mr. Risely Griffith, who is one of the officers entrusted with the duty of organising its conservancy.

14. From Kumasi I returned to Obuasi on April 4th, where I was welcomed by Major Rew, the Provincial Commissioner. In this town and its neighbourhood are concentrated the mines of the Ashanti Goldfields Corporation—it is the only field in Ashanti in which mining operations are being carried on at the present time. In addition to taking evidence from the Provincial Commissioner and the chiefs of Bekwai, Adansi, and Koko fu, I visited the " Justice " mine, which presents some unusual features both in formation and in method of development. It consists of a dyke of auriferous rock, of which the upper portion has become partially disintegrated, and is being worked by open cast methods on the top and sides of a somewhat precipitous hill, the ordinary method of driving being only employed in the lower ground.

The town of Obuasi is a settlement of some importance, in which are found a large number of natives who are not employed on any of the mines. It is effectively administered by a Council, of which the Commissioner is Chairman, and the manager of the mines is an *ex officio* member.

My stay in Obuasi was somewhat prolonged by the occurrence of the Easter holidays, as I was unable to continue my inquiry on those days. I concluded my work there on Friday, April 12th, and returned on the following day to Sekondi.

15. I took advantage of my stay at the port to obtain the evidence of the Hon. Giles Hunt, M.L.C., who was absent from the station on my previous visit. I also obtained permission from Mr. Justice Gough to attend his Court and hear a case dealt with under the Concessions Ordinance, but was unfortunately prevented by indisposition from keeping the appointment.

16. The work of taking evidence ended here, and the remaining days spent at Sekondi while waiting for a steamer were occupied with the compilation of notes.

I returned to Accra on the 24th of April, and left for England by the German mail steamer on the 29th, arriving in London on May 14th.

17. I desire to record my great appreciation of the courtesy and hospitality which was extended to me at all the stations which I visited. The assistance which I received from all officers with whom I was brought into contact materially facilitated my work. I am particularly indebted to His Excellency the Governor, to Major Bryan, C.M.G., Deputy Governor, and to the Honourable Giles Hunt, M.L.C., for kindness extended to me in the Colony, and to Mr. Fuller, C.M.G., Chief Commissioner, and Major Rew, Provincial Commissioner, for a most hospitable reception in Ashanti. The tedium of the journey to and from Kumasi was much relieved by the kindness of Mr. Morcom, the General Manager of the Railway, who was good enough to grant me the use of his private saloon carriage.

PART I.

Remarks on the tenure and disposition of Land.

Gold Coast.

18. A review of the period embracing the last twenty years, during which the value of land in the Central and Western Provinces of the Colony for commercial purposes has been proved by the operations of European capitalists, discloses the existence of some diversity of opinion with respect to its ownership. An effort was made in 1897 to establish the right of the Crown to all land in the Colony which was not at that time beneficially occupied, but for reasons to which it is unnecessary to refer here, that contention was eventually abandoned. Since that time the system of land tenure has formed the subject of occasional discussion, but as no authoritative declaration as to the respective rights of the Crown and the people appears to have been made, it seems desirable that I should briefly summarise such facts as I have been able to ascertain relating to the occupation of the land in former days, and express an opinion as to how and in whom those rights are really vested at the present time.

19. In the days prior to the advent of European enterprise in the inland districts, when the operations of white traders were confined to such business as could be carried on from their fortified stations on the coast, the land was of little or no value in the estimation of the people of the country. It is true that the occupation of land was a necessity to them, as they appear to have been dependent for their subsistence upon their crude methods of cultivation, but the area available was so largely in excess of their requirements that there seems to have been no necessity for apportioning the land amongst the various tribes. Gradually, however, as the disposition of the people became less nomadic, and as they settled down to the occupation of different districts, it became an understood thing that the chiefs and members of the tribe had acquired a right of possession in the land which they had for generations been occupying.

20. The next step no doubt was that the people should look to the chiefs and elders chosen by themselves to administer the land on their behalf, for the purpose of ensuring that each family should obtain what was necessary for its own use and sustenance, whereupon the chiefs, having allotted such areas as were sufficient to meet the requirements of all divisions of the people, held the remainder in reserve against the further needs of the future, setting aside portions of it for religious purposes, and generally controlling it in the capacity of trustees for the tribe. It was doubtless in some such manner that what is known as " stool land " came into existence.

21. Notwithstanding the communal principles on which the native system of land tenure was based, and the unquestionable right of every member of the tribe to participate in the use of the land and in the profits accruing from it, the result of the administration of the reserve land by the chiefs and headmen has been that they have by degrees arrogated to themselves the profits arising from such administration, until at the present time the mass of the people derives from it no advantage other than the privilege of cultivating allotted portions, and any revenue which is obtained from it is absorbed by their superiors.

22. The fact that in early times the whole of the land in the country was gradually appropriated by, and divided among, the various tribes, constitutes the foundation of their claim that every acre of land is the property of some tribe, family, or individual. Certainly boundaries were ignored in the past as being of no importance, and there is a general inability to describe them definitely even at the present day, but the people unquestionably know the approximate limits of their respective territories so far as topographical features can settle them, the rectitude of their claim has been admitted by all who have studied the subject during the last ten or twelve years, and I find no reason for disputing it. It must, therefore, in my opinion, be taken to be established that all land belongs to the people which has not been acquired by other parties by specific process, such as cession, purchase, exchange, or inheritance: consequently such general appropriation by the Crown as was contemplated by the Land Bill of 1897 is, in my view, out of the question.

23. If the contention of the people be taken to be established, there remains for consideration the question of the extent to which the Crown has acquired rights over land. The only possessions of the Crown in former days were the fortified stations on the coast which had originally been ceded by, or taken from, the neighbouring tribes as trading centres. In addition to the forts themselves, the right of the Crown has been recognised as extending to such land in the immediate vicinity of the ramparts as could be covered and protected by the artillery of early days.

In addition to the forts and adjacent areas, the Crown has from time to time obtained proprietary rights in various parts of the Colony by purchase, such transactions having been effected either by negotiation or by compulsory acquisition under the Ordinance framed for that purpose.

Lastly, the Crown possesses the inherent right of *ultimus hæres* to any land for which no other owner can be found, but no case has occurred in which that right has been exerciseable.

The only conclusion, therefore, deducible from the above facts is that while the Crown extends its protective authority to all places and persons in the Colony, there is vested in it no right of ownership in any lands save those above mentioned, and any endeavour to extend those rights otherwise than by the legal process of acquisition would amount to a breach of faith with the people.

24. I have indicated above the probable line of evolution by which the tribes came into possession of the lands they at present occupy, and now proceed to describe briefly the principles of tenure which are generally recognised. The land is divided into three classes, stool land, tribal or family land, and individual property. It generally happens that the head of the whole district is a paramount chief, and that his district is partitioned into sub-divisions, each of which is administered by a sub-chief, whose powers over the land in his sub-division are exercised almost independently of the paramount authority—therefore the following description of the manner in which communal lands are dealt with applies equally whether the ruling authority be the chief of a district or that of a sub-division.

25. Stool land is land which is held by the chief in present occupancy of the stool, in association with his elders, as trustees for the tribe. He is vested with authority to allocate portions of it to such members of the tribe as may be in need of land for cultivation, to set aside suitable reserves for graveyards and for the performance of religious ceremonies, to license the collection of forest produce and the taking of game, and to lease, sell, or otherwise alienate such portions as may not be required for tribal occupation. He is usually entitled to receive and retain for his own use a small percentage of the produce collected or a share of the game snared, but he is expected to dispose of any revenue resulting from the alienation of stool land for purposes which will maintain the dignity of the stool, such as the purchase and maintenance of regalia, and discharge of the expenses attendant on periodical ceremonials.

26. The conditions regulating the tenure of tribal land do not materially differ from those appertaining to stool land. Tribal lands appear to be those which have, for reasons not thoroughly elucidated, been disassociated from the control of the occupant of the stool, and are administered by the elders of the tribe upon principles similar to those above described. It is not easy to draw any material distinction between these tribal lands and the sub-divisions administered by sub-chiefs, and inasmuch as the general scheme of control and responsibility is similar in each case,

it is not necessary to do more than draw attention to the fact that the native mind recognises a distinction between the two classes.

27. Individual ownership of land has never been common in the country districts, and where it occurs is traceable either to purchase or inheritance. It is now most commonly found in, and in the neighbourhood of, towns, and generally in the form of a house and its appurtenant grounds, acquired by purchase for residential or commercial purposes. It has attained prominence as a system of tenure only in consequence of the requirements of trade, and having nothing in common with the communal system, which is the subject of consideration here, it requires mention only because it occupies a place in the classification of land which is recognised throughout the country.

28. In addition to these classes of land, mention is sometimes made of family land. This may be land which is the property of the family of the chief, in which case during the occupancy of the stool by a member of that family it will probably be incorporated with the stool land—or for the same reason it may similarly be incorporated with tribal land—but if no member of the family occupies a representative position in the tribe, it must be administered by the head of the family for the benefit of its members in exactly the same way as stool and tribal lands are dealt with for the benefit of the community at large.

29. When the resources of the country began to attract the attention of European miners and capitalists, and the chiefs were approached with requests that they would alienate land for industrial purposes, in respect of which substantial sums would be paid, they were quick to recognise the advantage which would accrue to themselves from the exercise of their right of disposition of the stool land. Their sense of obligation to the tribe in respect of their trusteeship was frequently obscured by their greed for money, and some cases have certainly occurred where the proceeds of concessions granted have been misappropriated to their own personal use. Such fraudulent action has, however, been invariably resented by the tribe, and has resulted in the removal of the offender from the stool.

As a general rule, therefore, and particularly in later years, the chiefs who have granted concessions have been careful to effect the distribution of the proceeds in a manner conformable to the rules of the tribe, but the fact nevertheless remains that in consequence of their own ignorance, and the reluctance of the tribe to press their elders unduly, concessions have been granted upon terms which are unfavourable to the people.

30. This is particularly noticeable when inquiry is made concerning the areas granted. The chiefs and their advisers have no idea, even at the present time, what extent of country is contained in a given number of square miles. They always imagine that what they are granting is a mere fraction of the area which they actually dispose of. Perception of the actual state of affairs does not dawn on them until survey has been effected and the matter has gone too far for alteration. I have been told by almost every chief who has granted a concession, that if he had known the extent of the country which was being sought from him, he would have refused to concede all that was asked for.

31. Ignorance of area and uncertainty regarding inter-tribal boundaries are the causes which are responsible for the occasional granting of overlapping concessions. Either the grantor imagines that he has alienated to A less land than he has actually parted with, and then proceeds to give to B a block which overlaps the concession to A, or the chiefs of contiguous territories, having uncertain knowledge of their common boundary, grant rights to different persons over land beyond the confines of their respective tribal possessions. I have heard nothing to warrant the assumption that any chief has knowingly granted the same piece of land to two different persons, and where such complications have arisen, I incline to the view that it is largely the fault of the grantees themselves, who have not taken the trouble to furnish the chief with full particulars regarding the situation and extent of the land they have sought to acquire.

32. The evidence which has been furnished to me determines with as near an approach to accuracy as can reasonably be expected, the manner in which it is the duty of the chief to dispose of the sums paid to him in respect of concessions. He receives the money personally but with the cognisance of his elders, and it behoves

him to divide it into three parts—one of which is retained by himself, one goes to his stool, and one to his elders. The portion which goes to himself may be expended on the sustenance and adornment of himself and his family—on the improvement or development of his family lands—the erection, enlargement, or decoration of his habitation, and other objects conducive to his comfort and dignity. Occasionally he will use a portion of it to liquidate debts incurred by members of his tribe which they cannot discharge themselves, but this is a voluntary act which, I imagine, does not often absorb any considerable portion of his share.

33. The share which is devoted to the uses of the stool, in addition to being used as previously mentioned, to meet the expense of ceremonies and the cost of regal furniture, is also allocated to the liquidation of stool debts. It appears to have been the case that the chiefs who have had the best opportunity of raising money by concessions are those who have plunged their stools most deeply into debt. In the purely agricultural districts where the applicant for concessions has not yet made his appearance, it is the exception to find that a stool is in debt. Conversely, in the mining districts the stools which are receiving substantial revenues are for the most part deeply involved. To the native mind litigation seems to be one of the joys of life, and differences with his neighbours regarding the ownership of land which has vastly appreciated in value has supplied the chief with the opportunity of indulging his weakness. The debts, which in some instances show a total of four figures in sterling, have been incurred in respect of what was for the most part unnecessary reference to the courts, with attendant expenses in the form of law costs and lawyers' fees. Therefore the discharge of such debts, in whole or in part, merely gives the chief opportunity for the further continuance of the pastime, and benefits nobody but the local lawyers, who naturally make no effort to counteract the proclivity. No money so disposed of can be considered to be laid out to the real advantage of the tribe.

34. As to the third portion, which goes to the elders, that is divided between them, and I have no evidence to indicate that it is devoted to purposes other than the personal benefit of their families and themselves.

35. While, therefore, it seems to be the fact that the chiefs do dispose of the sums which come to them in accordance with the practice generally recognised, it should be observed that the practice itself is at variance with the traditional conditions which underlie the authority vested in the headmen. They are supposed to exercise their authority for the common benefit of the tribe as a body, but they actually spend this money for purposes from which the ordinary members of the community can derive no advantage—therefore the tribe finds itself despoiled of a substantial area of its land for a period which leaves it dispossessed for two or three generations, and receives no sort of compensation for the diminution of its property. The inability of the mass of the people to share either directly or indirectly in the revenues accruing from concessions is an objectionable feature of the present system, and an improvement would be effected if part of the money were set aside to be expended on works for the public benefit of the community, in a manner which I propose to explain in a later part of this report.

36. One very obvious disadvantage attendant on the present system of disposition of concession land by the chiefs and elders is found in the fact that all the negotiations preliminary to the execution of the indenture or deed of agreement are conducted either directly between the applicant and the chief, or through the medium of a lawyer retained by the former. The chief is usually able to ascertain the proposals and requirements of the applicant only with the assistance of an interpreter, who is generally in the service of the applicant and more mindful of his interests than those of the landowners. The knowledge of the situation and area of the land applied for which is derived by the chiefs from the statements made at such interviews is of a very sketchy description. The prevalent ignorance regarding boundaries and areas prevents their realising the true position and extent of what is applied for, and the only point which appeals to them as being of importance is the amount of the consideration money and rent which can be secured as the result of the bargain. It is not suggested that in all cases the natives have been persuaded to part with their lands upon terms less equitable than those which should have been secured, but such has certainly been the case in some instances, and no arrangement can be considered satisfactory which does not ensure that the chiefs shall

receive advice and assistance from some disinterested person cognisant of the situation and condition of the land applied for and competent to form a practical judgment of what may reasonably be leased and what should be paid for it. I have been informed that cases have occurred in which the chief has been sufficiently alive to the fact of his own inability to judge for himself to have insisted that the draft agreement should be considered and explained to him by the District Commissioner before appending his signature to it.

37. If I have succeeded in making it apparent that numerous cases have occurred in which the natives have been tempted to subordinate the real interests of the tribe to their greed for pecuniary gain, and have more readily sacrificed those interests in consequence of their ignorance of what they were actually conceding, then a case seems to have been made out for such official intervention as will put a stop to the improvident disposition of tribal lands. But such intervention must be conducted in a manner which will leave the people assured that their inherent right of disposition of their lands remains in their own hands, and that only such interference is contemplated as will supplement their knowledge of essential details and obviate the risk of their unknowingly making bad bargains, while leaving to themselves the right of election as to whether land applied for shall be disposed of or withheld. On no account must the fact be lost sight of that the land is the property of the people, that a concession is a contract between the landowners and the applicant to which the Government is no party; that intervention must therefore be limited to supervision and guidance only, to the end that improvident alienation may be prevented and only such terms sanctioned as will ensure adequate protection of the rights and requirements of present and future generations. Additionally, it is most desirable that some arrangement should be devised which will preclude the appropriation by chiefs and elders of the whole of the proceeds of the disposition of land for personal or quasi-personal purposes, and will effect the retention of a reasonable portion of such revenues to be expended in works which will benefit the tribe as a whole and those who come after them.

38. The extent of land which has been alienated to Europeans in the Colony up to the present time bears no more than a very fractional proportion to the area which remains; but in using the term " alienated " I must be understood to refer only to those properties the disposition of which has been formally completed by the issue of certificates of validity, and not to include the much more extensive area in respect of which notices have been filed under the Concessions Ordinance, most of which have cumbered the books of the Court for many years, and of which only a small proportion will be further proceeded with.

39. I have been furnished by the Director of Surveys with a valuable table which I append here, giving details of the land disposed of year by year during the last decade:—

Year.	Square miles.					Remarks.
	(*a*) Mining other than those in (*d*).	(*b*) Mining with other rights.	(*c*) Timber and others.	(*d*) Petroleum and other mineral oils.	(*e*) Total land alienated.	
1901	3·529	—	—	—	3·529	C. of v. No. 1.
1902	8·991	6·142	—	—	15·133	
1903	69·307	21·658	—	—	90·965	
1904	110·652	20·957	—	—	131·609	
1905	86·734	22·939	—	—	109·673	
1906	15·695	10·000	15·000	—	40·695	
1907	29·953	2·105	3·332	—	35·390	
1908	29·639	1·489	36·913	—	59·041	
1909	—	—	145·920	—	145·920	Mamponsee Timber.
1910	22·717	21·283	1·366	—	45·366	
1911	38·360	20·112	2·136	141·148	201·756	
Total	406·577	126·685	204·667	141·148	879·077	

Approximate total area of Colony—24,300 square miles.

From this we learn that the extent of land alienated does not at the present time amount to one twenty-seventh of the area of the Colony, and it is apparent to anyone who passes through the country that the wide expanse of untouched forest land is vastly in excess of the requirements of its population.

40. I believe it will be found that misconception with regard to the area alienated has arisen in the minds of people in England through inability to distinguish between those lands the disposition of which has been finally completed by the issue of certificates of validity and those which are locally referred to as being " under notice." The latter are those in respect of which notice has been filed in accordance with the provisions of Section 9 of the Concessions Ordinance; but in the vast majority of instances no further action is contemplated, and they continue to congest the Court records only because no efficient machinery has been provided for their removal. Still, so long as they are there they must be included in any compilation of lands which are subject to the provisions of the Ordinance and within the cognisance of the Court, and as they aggregate in area a total exceeding three thousand square miles, it is easy to understand that the inclusion of such figures in any return of lands alienated must convey a totally erroneous impression of the extent to which it has been disposed of.

41. I understand that suggestion has been made to the effect that the process of acquisition of land by Europeans is unduly contracting the area which should be retained by the natives, and that such contraction may result in partially depriving them of their legitimate and principal means of subsistence. Also that the contention that they may suffer such deprivation is based on the assumption that the population is increasing.

To deal with the latter point first, I have obtained no information which I can accept as reliable evidence that such increase is taking place. I cannot place faith for the purposes of comparison in the figures furnished by the recent census, because even if they are accurate in themselves, the figures recorded on previous occasions are admittedly so unreliable that no sufficient basis for comparison exists. I have been told by those who are most likely to make unbiassed statements on the subject that no advance in numerical strength is apparent; that no growth in the number or extent of villages is noticed, and on the other hand that the rate of infant mortality is undoubtedly very heavy. It is possible that some increase may be taking place in the more flourishing agricultural districts of the Eastern Province, but I consider that no ground exists for belief that there is a general advance in the numbers of the native community throughout the Colony as a whole.

42. As regards the sufficiency or otherwise of the lands remaining in the hands of the people to satisfy their requirements, I would point out in the first instance that in no part of the Colony other than those districts in which the cultivation of cocoa has been taken up does any family or individual require more than a comparatively minute area for cultivation and sustenance.

It is somewhat unfortunate that the term " farm " should have been accepted as the usual designation of these native holdings, as the use of the word is calculated to convey a totally erroneous impression of the nature and extent of the agricultural industry so described.

To those not personally conversant with the methods of the West African native, the use of the word implies the existence of a homestead surrounded by a substantial area of efficiently tilled land. Nothing could be further from the reality. The native contents himself with partially clearing a little corner in the bush, into the soil of which he inserts the seeds and roots of his prospective crop without any attempt at system, and having done so he leaves it to take its chance. Its growth is a struggle for existence with weeds and undergrowth, and it is so smothered by the encroachments of bush plants that it is no easy matter to distinguish the line where the " clearing " ends and the untouched forest growth commences.

The farm of the West African represents a hardly higher form of agriculture than that exhibited in " Sakei " clearings in Malaya.

43. A plot of from half-an-acre to two acres in extent is all that the native is able to make use of. Such plots are dotted about the bush country at irregular intervals and without uniformity or system, each cultivator apparently selecting the locality which he personally fancies. Such microscopic attempts at the crudest form of agriculture make so little impression upon the country-side as a whole that it is

possible to observe from a hill-top many miles of forest in which only two or three attempts at clearing can be detected. I have no hesitation in expressing the opinion that the extent of the forest and bush lands now available for exploitation by the native farmers is far in excess of anything which they can possibly make use of for very many years to come. Unless indeed the population doubles or trebles itself and the permanent cultivation of large areas is substituted for the present practice of scratching minute lots, I see no prospect that the land in beneficial occupation by natives will ever be more than an unimportant part of the whole area available.

44. Moreover, it must not be assumed that the disposal of lands for mining or timber concessions has deprived the people of the use of them. It is incumbent on the Judges of the Supreme Court to satisfy themselves that continued use of the surface for cultivation, hunting, and other purposes is assured to the native population, and it appears to be the fact that in some cases, such as that of the Prestea concession, the advantage offered by the proximity of a market for their produce has caused the people to come in and cultivate the ground within the limits of the conceded area in far greater numbers than ever occupied it before the industry of the white man created a centre of attraction.

45. The opinion appears to be generally held by Europeans and natives alike that the presence of the mining industry in their midst is advantageous to the African population, and that opinion seems to be founded on reasons which go far to substantiate its accuracy. It is a matter of complaint that the people of the country do not seek employment in the mines to the extent that the companies would like, and that the labour force is for the most part composed of foreigners brought in from other parts of the continent. A large number are nevertheless attracted from the villages in the Central and Western Provinces by the high rate of wages offered, and most of the chiefs I have interviewed have been able to speak of young men who go from their villages to the mines and return later on with money in hand. Of course, the comparatively high rate of pay that can be earned is counterbalanced to some extent by the additional expense of living in a mining centre and by the existence of various forms of temptation to spend money as it is earned, but the fact remains that they usually cease work in possession of a balance which enables them to return to their villages as persons of substance, while those who have qualified as blacksmiths or carpenters or in other forms of skilled handicraft pursue their calling in the country to the undoubted benefit of their neighbours.

46. The permanent cultivation of land on scientific lines and under European supervision seems to have so far made little or no headway in the Colony, but should the time arrive when the planter acquires and develops land, it seems clear that his example will prove at least equally valuable to the native, who will have opportunity of studying the method of preparing the soil, of planting the trees, and of treating the crop for the market. The average native of the Colony cannot be credited with energy, or with any real desire to improve his position by personal exertion, but the success which is attending the introduction of the cocoa industry seems to indicate that he will follow an example which holds out prospect of profit, and may be expected to take interest in any agricultural project if assured that it will pay. On the whole, therefore, it is reasonable to assume that the presence of European industries in their midst is conducive to the material advantage of the people.

Ashanti.

47. As British occupation of the Ashanti country followed the conquest of its people, the position secured by the Crown on assuming the administration of the territory was very different from that which obtained in the Gold Coast Colony. The powers of the Government in the Colony have never exceeded those of a protecting authority, and no rights of ownership over land have been exerciseable except where obtained by cession or purchase. In Ashanti, on the other hand, the Crown, as the conquering Power, was in a position to dictate terms, and had the lands of the country been proclaimed at the time of conquest to be the property of the Crown, they would unquestionably have so vested. It is not necessary to examine here the reasons which caused the Crown to abstain from making such proclamation. It is sufficient to know that no steps were taken to acquire proprietary rights over the

land—the claim to ownership which might have been enforced at the time of occupation was waived, and cannot now be asserted. Consequently the conditions of land tenure previously recognised by the people remain unaffected by British intervention, and the right of the chiefs and tribes to their communal land must be admitted.

The only exception occurs in the case of the town and suburbs of Kumasi, where all land situated within a radius of one mile from the fort has been declared to be the property of the Government.

48. The system of native land tenure prevailing in Ashanti is in no material point dissimilar to that which obtains in the Colony. The general principle of tribal property administered by the chief and his elders on behalf of the people is observable from the coast to the hinterland, varied only in matters of minor detail by local custom. Land in Ashanti seems to be generally divisible into two classes only—stool land and family land—the powers and duties of the chiefs and elders in respect of its disposition being identical with those exercised by the headmen in the Colony, while they are subject to similar responsibility in respect of the disposition of funds accruing from the grant of concessions.

Individual ownership of land has not been a recognised form of tenure in the past. Temporary occupation of portions of the tribal land gave the people full scope to carry on their shifting cultivation, and nothing in the nature of a permanent right was required or contemplated.

49. Probably in consequence of the deference which the people naturally show to the representatives of the conquering nation, the relations between the Government officers and the chiefs appear to be closer and more harmonious than is the case in the Colony. I have observed in Ashanti none of that jealousy of interference which imbues the minds of many of the headmen in the Gold Coast—on the contrary chiefs here seem to be desirous of obtaining assistance from the ruling Power, and voluntarily seek advice from the local officers when contemplating the alienation of land. No chief in Ashanti would think of signing an agreement for a concession until it has been examined and explained to him by the Commissioner—it may, therefore, be anticipated that they will welcome any arrangement whereby the efficient administration of alienated lands will be assured to them, so long as there is reserved to them the right to decide whether areas applied for shall be leased or retained.

50. Up to the present time the chiefs in Ashanti have had little or no opportunity of making money out of mining concessions. Various areas have been leased from time to time, but no mining by Europeans is now going on in the country, with the exception of that proceeding at Obuasi on the block of 100 square miles acquired by the Ashanti Goldfields Corporation from the Chiefs of Bekwai and Adansi, and some dredging operations by the Ashanti Rivers Company. Some of the other conceded areas appear to have been exploited, but work has closed down, and in the majority of cases no rent is being paid, and the concessions appear to have been abandoned by the lessees. The chiefs have expressed to me their distress at the lack of European enterprise in their territories, and have emphasised their anxiety that the white man shall come in and open up their country, explaining that it is only by means of his presence and example that they and their people can expect to become more prosperous.

51. The cocoa industry appears to be making more headway in Ashanti than in either the Central or Western Province of the Colony, and the necessity for creating a form of land tenure in the nature of individual ownership is therefore becoming apparent. At present a member of the tribe may occupy and plant the tribal land free of charge, and subject only to the liability to deliver a portion of his produce to the chief—in the case of cocoa, one-tenth—but he holds no title to the land, and appears to have no power to dispose of it in his lifetime, neither can he ensure continued possession by his family after his death. If the people are really going to take seriously to planting enterprise, they will have to admit into their system of land tenure an exclusive right to land, which has only been recognised up to the present time in the case of concessions to Europeans.

52. I have failed to find in Ashanti, as in the Gold Coast, any reliable evidence to support the suggestion that the population is increasing. Considerable numbers of natives from other parts of the coast have come into the country since it has been pacificated, but the people of Ashanti can point to no indication of increase among themselves except such as may possibly be deduced from the fact that their numbers

are not now depleted by continual warfare. The Provincial Commissioner at Obuasi, who has been at some pains to study the question, goes so far as to express belief that the numbers are decreasing. He bases this opinion upon his personal observation of diminution in the population of villages, and upon the fact that infantile diseases carry off a large percentage of the children. He has frequently met with instances in which only two children have survived out of a family of five.

53. But whether the population is gradually increasing or otherwise, there can be no question as to the sufficiency of land in Ashanti for native uses. The maximum amount which the people can beneficially occupy at the present time is merely a fraction of the area available, and the extent of that which has passed into the possession of Europeans is also relatively small. So far, indeed, from there being any probability that the natives may be deprived of land which is requisite for their needs, it is matter of regret to the chiefs and people that the white men have done so little to develop the country, and they are right in thinking that encouragement of European enterprise is the best way to effect the betterment of their territory.

54. Out of an area of 24,800 square miles, 408 square miles have been alienated as concessions, as shown in the appended table :—

Year.	Square miles.					Remarks.
	(*a*) Mining other those in (*d*).	(*b*) Mining with other rights.	(*c*) Timber and others.	(*d*) Petroleum and other mineral oils.	(*e*) Total land alienated.	
1897	100·000	—	—	—	100·000	Ashanti Gold Fields.
1906	6·367	70·000	—	—	76·367	
1907	5·000	142·190	—	—	147·190	
1908	—	69·970	—	—	69·970	
1909	—	—	—	—	—	
1910	—	—	—	—	—	
1911	5·000	10·000	—	—	15·000	
TOTAL ...	116·367	292·160	—	—	408·527	

Approximate total area of Ashanti—24,800 square miles.

Practically the whole of this area is divided between three concessions—the Ashanti Goldfields, the Ashanti Rivers, and the Ofin Rivers.

Almost the whole of Ashanti, therefore, remains available for future development, and the interests of the country will best be served by encouraging the introduction of European capital both for mining and planting work, and by offering reasonably attractive terms to those who are able and willing to exploit the resources of the country with efficiency and despatch.

PART II.

Observations on the Concessions Ordinances and the procedure thereunder.

GOLD COAST.

55. The Gold Coast Concessions Ordinance, No. 14, of 1900, was enacted without any preamble declaratory of the circumstances which rendered it expedient to introduce the law, and to prescribe the procedure therein laid down, neither does there appear to have been appended to it any statement of " objects and reasons " which would make clear to the student the purport of its provisions. In the absence, therefore, of such formal methods of explanation, the reasons which prompted the promulgation of the legislation set out in the text of the measure must be largely matter of conjecture.

56. The necessity of formulating some scheme whereby the disposition of land by native owners should be regulated and controlled was made apparent in the course of the discussion which followed the introduction of the Land Bill of 1897, but it is

not clear why the unusual course was taken of placing the jurisdiction in matters of land administration in the hands of the Judicial rather than those of the Executive Authority; that being a course which, so far as I am aware, has not been adopted or found necessary in any other Colony or Dependency of the Empire. Possibly regard was had to the fact that at that time relations between the native chiefs and the Executive Government were somewhat unduly strained, and it was considered that the people would feel more confidence in, and accept with less reluctance, the decisions of the Court. But whatever the reasons which prompted the publication of the Ordinance in the form in which we find it, and the introduction of a system which was obviously an experiment, its continuance can only be justified if it can be shown that the procedure is as expeditious, as economical, and as effective as the alternative system, and that the experience of intervening years has disclosed no material defect either of principle or practice.

I believe that I shall be able to show that defects do exist in the Ordinance which seriously detract from its efficiency, and examination of the evidence which I have taken will show that those whose opinions on the subject are of the more value are unanimous in adverse criticism of the prevailing system, the only noteworthy exceptions being the Attorney-General, who has had no experience of any other form of procedure, and the chiefs and educated Africans of the Central Province, who openly express their distrust of any action taken by Government in relation to land.

57. The first point to be noticed is that the scheme of land administration propounded by the Ordinance is partial only, that is to say, it provides machinery for exercising control over the disposal of mining lands and areas allocated for the collection of natural forest produce, but it omits to invest the Court with jurisdiction to inquire into concessions for agricultural purposes, and designedly places in the hands of the Executive Authority the power which it has abstained from conferring on the Court. This may be ascertained by reference, in the first instance, to the definition of " concession," which limits the meaning of the term to documents granting rights to natural products on or beneath the surface of the soil. The limitation which the definition has effected by implication is expressly created by Section 3, which empowers the Governor in Council to exclude from the operation of the Ordinance any class of concession which does not create a right in respect to minerals; and that power has been exercised by the publication of an Order in Council under Section 3, excluding agricultural concessions from the scope of the Ordinance, and providing that such concessions as cover an area exceeding one square mile shall be ratified by the consent of the Governor in writing endorsed upon the deed of grant. The outline of the present system, therefore, is that the Court inquires into and approves concessions conveying the right to work minerals and to collect natural forest produce—that the Governor approves agricultural concessions exceeding one square mile in area, but is not directed to make any inquiry into the terms and conditions agreed upon, and that concessions for agricultural purposes not exceeding one square mile in area are subject to no inquiry, and require no approval by anybody.

Personally, I can see no reason why such division of authority should have been deemed desirable, nor has any theory of elucidation been offered to me here. An efficient system of land administration should provide machinery for dealing with all classes of land over which it is desirable to exercise control, and in so far as the Concessions Ordinance fails to establish such comprehensive system, to that extent it must be adjudged to be imperfect and unsatisfactory.

58. In order that the observations which I have to make upon the provisions of the Ordinance, and the procedure thereunder, may be comprehended without preliminary study of the text of the measure, it may be helpful if I set out here a brief description of what takes place between the first application for a concession, and the grant of a certificate of validity, and then proceed to comment seriatim on those points to which it appears that exception may be taken.

59. The applicant for a concession, in the first instance, approaches the chief of the district, either personally or through the agency of a lawyer, and describes to him and his elders, orally, and through an interpreter, the situation and area of the land which he desires to acquire, and the purpose for which he wants it. When the chief has been made to comprehend these particulars as far as possible, and has expressed his willingness to grant the land, the parties proceed to bargain as to the amount of consideration money and rent to be paid in respect of it. When terms

have been finally settled, all details are embodied in an indenture or deed of agreement, written in the English language, which is usually read over and explained to the chief and his councillors by the English-speaking clerk, but as these documents have usually been drawn in the complex language employed by conveyancers, the value of the explanation given by a superficially educated African may be left to the imagination. Finally, the document is signed in duplicate by the respective parties, and one copy is retained by each.

60. The applicant having obtained his deed, proceeds to have it stamped, and within the period of six months next following the date of the document must file with the Registrar of the Court a notice embodying all particulars concerning the concession, together with such documents as he relies on to support his claim (Section 9). A declaration that such notice has been filed is then sent by the Registrar for publication in the Gazette, and intimation to the same effect is fixed on the notice boards of every Court (Section 10).

Then for the first time the matter comes within the cognisance of the judge, who, by examination of the signatures appended to the deed of concession, ascertains as far as he is in a position to do so, the names of the persons whose evidence appears to be material to the inquiry. Orders having been issued for the attendance of these persons, and a date fixed for hearing after an interval which allows time for the witnesses to travel from distant inland districts, the case is called for inquiry.

61. At this inquiry the Court confines itself to ascertaining, by means of such evidence as is available, whether the proper persons are parties to the deed, whether they thoroughly understand its contents, whether the terms are reasonable and sufficient, and whether the customary rights of the people have been protected (Section 11), and if satisfied on all these points, proceeds to make an order for the survey of the land, leaving further action in abeyance until the survey has been completed and the plan furnished.

The order of survey made by the Court will not become operative until the applicant has deposited the prescribed fees with the Director of Surveys, but when such payment has been made, and the work completed, usually after a prolonged interval of time, the Court will reopen the inquiry as soon as the plans are before it, and unless some complication arises, will proceed to prepare and issue a certificate of validity to be attached to the deed of concession (Sections 15, 16).

Such is the procedure in straightforward cases in which no conflict of interest arises, but disputed cases also occur in which opposition to the claim is entered (Section 12), when the inquiry will assume the aspect of the hearing of a civil suit, the proceedings are usually of a prolonged nature, and the costs become as heavy as those incidental to other forms of litigation.

62. When we come to analyse the procedure above summarised, the existence of a weak point in the initial stage becomes apparent. The Court takes no cognisance of, and has no jurisdiction over, the arrangements between the parties which are precedent to the filing of notice under Section 9. Consequently, these negotiations are carried on without the knowledge or intervention of any officer, either of the Government or of the Court, with the result that terms may be agreed upon which are not sufficiently understood at the time by the native grantor, and are only realised by him when matters have progressed too far for alteration. No arrangement can be satisfactory which leaves the native landowner wholly in the hands of the applicant at any stage of the proceedings, and which fails to provide him with that official advice and guidance which is the only means by which his interests can be certainly and effectively protected.

63. Section 9 (1).—It is not apparent why the holder of a concession should be given so long a period as six months within which to file notice. If he really intends to develop his concession with reasonable expedition, there is nothing to prevent him from complying with the terms of the section within very few weeks. Moreover, the longer the period during which inaction is permissible, the greater the risk of conflict of interest arising later on, in consequence of the disposition of the same area to different parties.

64. Additionally, it is deficient in that it fails to provide for registration of the deed of grant in the office of the Land Registry. The filing of notice and accompanying documents with the Registrar of the Court serves only to bring the matter within the cognisance of the judicial authority. Registration in the office which is

responsible for the custody and compilation of land records is essential if the Government desires to obtain complete information regarding all such transactions.

65. Further, the Legislature, having conceded a period of six months to commence with, appears to contemplate a seemingly indefinite extension of that period subject only to the payment of a fine (Section 9 (2)). The provision of a pecuniary penalty for such default as is here referred to is objectionable. Indefensible delay or inaction on the part of the holder of the concession should be dealt with by cancellation of his right, and such forfeiture should be automatic, eventuating without the instrumentality of any special order of the Court.

66. When that stage of the proceedings has been reached where notice has been filed and the necessary publication of its particulars effected, the Ordinance is searched in vain for any provision compelling the concessionaire to prosecute his claim with diligence. He is under no obligation to take further action, and so long as he continues to pay to the grantor the rent reserved by the deed of grant, his claim remains alive, but may lie dormant as long as he chooses to allow it to do so. The omission of any such provision is one of the gravest deficiencies noticeable in the measure, for not only does it preclude the Government from forming any accurate estimate of lands alienated, but it constitutes a perpetual menace to those who are seeking land with the intention of developing it effectually. There are at the present time some hundreds of concessions " under notice " recorded in the books of the Registrars of the Court. Many of them have stood there for ten years or more, and though in a great many cases proceedings have probably been abandoned, there is nothing to prevent any such claim being further advanced if the claimant thinks it worth his while to do so. Consequently those who may desire to obtain concessions at the present time have to face the risk of finding their applications opposed in the Court by the holder of one of these claims " under notice," who, having left it in abeyance for years, brings it forward when he finds that the land comprised in it has formed the subject of a later application, in order that the more recent applicant may be driven to buy him out. It appears that the only means by which such claims can be expunged from the registers is by motion in Court to that effect by the Law Officers of the Crown. I cannot,however, find that such a course has been adopted in practice—indeed the number of claims still outstanding is evidence to the contrary —but, although the procedure is cumbrous, it is regrettable that it has not been consistently resorted to.

Obviously a section should have been provided, prescribing that every claim not brought before the Court within a certain period after the filing of the notice should automatically lapse.

67. The enumeration in Section 11 of the duties imposed on the Court when making inquiry into the terms of a concession leads to consideration of the extent to which the Court is capable of carrying out those duties, and incidentally, to comparison of the efficacy of control by the judicial and executive authority respectively. The first stage at which the Court takes part in the proceedings is that in which the judge issues his orders for the attendance before him of those persons whose evidence he may deem to be necessary. In making such order he suffers from a disadvantage inevitable to his position. His Court and station is situated at a considerable distance from the locality in which the concession area is situated. He has no personal knowledge of the land, or of the people who own the land and are responsible for its disposal. He is dependent for information as to the proper parties to be summoned on the names which appear on the deed of grant, possibly supplemented by others supplied by the applicant or his counsel. He does the best he can under the circumstances to ensure the attendance of all responsible persons, but it is always possible that the name of some material witness may be omitted. Compare this with what would take place if the inquiry were in the hands of an executive officer. He would be the officer responsible for the administration of the district. He would make himself acquainted with the situation and condition of the land applied for by personal examination. He would know, and be known by, the chief and elders of the tribal owners, and would be in a position to determine with exactitude who are the persons to be consulted.

68. Later on, when the inquiry is under weigh, the judge is required to satisfy himself of the adequacy of the consideration paid for the concession, but no scale or standard of adequacy is laid down for his guidance, and there is, as a rule,

no evidence before him which bears on the subject. In the absence of such assistance, and of any testimony indicative of the value of the property, it is difficult to see on what basis his decision can be framed—therefore, it is not surprising to hear that different Judges have held widely divergent views as to the amounts which should be paid, and in some cases have made orders which the parties have been unable to carry out. One instance has been quoted to me in which the Judge raised the consideration money to a figure which, in the opinion of the applicant, was in excess of the value of the property, and he consequently withdrew his application, only to be approached later on by the native owner, who begged him to hold the concession at the lower price at which they had originally agreed. I do not, in this case, argue that a more accurate estimate of value would be made by an executive officer, but I suggest that the standards of payment ordinarily expected and made in respect of different classes of concessions are now so generally recognised that it should be practicable to prescribe rates which will be generally acceptable, and thus remove from the controlling authority the power of imposing conditions which may occasionally bear hardly upon one or both of the parties interested.

69. Further, there is another point relating to the payment of the consideration in which the law is at present constituted leaves much to be desired. The Court is enjoined to satisfy itself as to the adequacy of the amount, but it has no jurisdiction to supervise or control the distribution of the money when paid to the grantor. It is believed that in practice the money is distributed in accordance with the customs of the tribe, but it would be more satisfactory if it were paid out by a local officer cognisant of the persons really entitled to receive it.

70. Notwithstanding the difficulty which the Judges must experience in obtaining complete and reliable evidence upon all points incidental to the inquiry, it is startling to find that they are empowered to modify terms and to impose conditions of any description and to any extent which they may see fit. It is not, of course, suggested that any Judge would utilise that power to impose arbitrary or unconscionable terms, but cases may occur in which Judges may from ignorance of local circumstances inadvertently make orders which will be productive of hardship. The Court is wholly independent of the higher executive authority, and its orders can only be reviewed in contentious matters when an appeal is possible. In the case therefore of inquiries into unopposed concession cases, any order made by the Court must stand. Mr. Justice Gough, who has had some three years' experience of concession cases in the Court of Sekondi, and who expressed himself as strongly in favour of the transfer of jurisdiction in concession cases from the Court to the executive, referred particularly to Section 13, and stated that in his opinion it was not right that such unlimited power should be given to any Judge, because his orders are not subject to revision, adding that if erroneous or unreasonable orders are made by an executive officer, there is always a higher authority to put him straight. This expression of opinion, coming from the only Judge now in the Colony who has had any experience of concession work, furnishes an important argument against continuation of the present system, and supplies one substantial reason for divesting the Court of its jurisdiction in such cases.

71. The first stage of the inquiry by the Court usually terminates with the issue of an order for survey, entailing procedure which renders the applicant liable to incur considerable pecuniary loss through no fault of his own. The requisition for survey will not be entertained until he has deposited the fees in accordance with the prescribed scale, amounting in many instances to some hundreds of pounds. But when he presents the plan and the inquiry is continued, it may happen that opposition is entered, and that in the end he will not obtain his certificate of validity. In such case the survey fees paid would be lost. I have been unable to trace the actual occurrence of such a case, but it is sufficient for my purpose that the contingency exists. I think that no person should be compelled to pay money until the possession of that for which he pays is assured to him, in other words, no man should be called upon to pay survey fees until the land for which he applies has been approved to him, and as such postponement of payment seems to be impracticable under the Concessions Ordinance, the system which enforces the present arrangement appears to be inequitable.

72. I do not find that exception can be taken to that part of Section 19 which prescribes a limit of 99 years for the duration of any description of concession. A

desire has been generally expressed by the chiefs that the term should be shortened, but no good reason has been advanced for further limitation, and I hold that the wish of the chiefs is mainly prompted by the desire to get back into their own hands properties which have been proved to be valuable in order that they or their successors may reap the advantage of disposing of them a second time. In the case of those mining lands which are payable only by working at deep levels, it is improbable that a consistently remunerative area could be worked out within the period allotted by the certificate. Concessions of the right to cut timber would probably be worked out in less time, but I do not propose to discuss them here, as I am not in favour of their continuance, and shall suggest for adoption an alternative system in a later part of this report. Concessions for agricultural purposes, which are not at present subject to the provisions of the Ordinance, will probably be utilised for the cultivation of products the life of which will never exceed 99 years, so I consider that the period at present prescribed may reasonably be adhered to.

73. The latter part of Section 19 recognises the legality of " options "—a very undesirable form of temporary interest in land, which has been elevated to the dignity of a " concession " by the definition of that term, but has not itself been explained or defined in Section 2. The objection to the recognition of options is that they can be made use of by unscrupulous speculators and promoters to persuade people that they have property to sell which is not in fact at their disposal. So long as a person can obtain for a small sum an option of selection for three years over an extensive area, he is able to acquire a document which may be accepted as a title by people in Europe not conversant with the conditions of tenure in the Colony. Such document is thus invested with a marketable value to which it is not entitled, and it is only when it has changed hands that the purchasers discover that they are in possession of nothing more than a right of selection contingent on the disbursement of a further substantial sum. Presumably recognition was given by the Ordinance to this form of interest in consequence of representations that time must be allowed, and facilities given for the examination of likely areas, before selection can be made. This is undoubtedly necessary, but it is not necessary and it is not desirable that the facility should take the form of an option. The time required by the miner for examination of the land, and his right of ultimate selection, can be secured to him by remodelling the system of prospecting licences in a manner which I shall explain later on, so that while his legitimate interests are protected, he will be afforded no opportunity of foisting upon a credulous public a document which gives rise to misconception and is instrumental in causing pecuniary loss. Whatever form of procedure is adopted in the future, the practice of granting options should no longer be countenanced.

74. I consider that Section 20 is open to criticism on the ground that the area which may be included in any mining or timber concession is in excess of that which is desirable. In the case of mining concessions I shall explain later on the reasons which lead me to recommend a reduction of area, and in that of timber concessions I shall offer for consideration an alternative system, which, if favourably received, will put an end to the granting of concessions for rights of this nature.

75. Section 26 provides that all rents and other periodical sums payable under any certified concession to a native shall be deposited with the Treasurer at Accra, by whom it shall be handed to the native landowner. I concur in the propriety of so regulating the payment that it shall not be made to the native direct, but it is a needlessly awkward arrangement to impose upon the Treasurer the duty of receiving and passing on all these sums. The money is usually due to a chief residing at a long distance from Accra, of whom the Treasurer has no personal knowledge. I can therefore see no reason why this officer should be selected for the work. Experience appears to have disclosed the difficulties attendant on the system, as it has been modified by Rule 3, made under Section 4, regarding the payment of rents. Here the duty has been distributed between the Treasurer at Accra and the officers in charge of the Treasury chests at Cape Coast and Sekondi, but even this arrangement does not go far enough, and the preferable course appears to be to impose the duty of receiving and paying out the money upon the officer in charge of the district in which the land is situated, who is presumably in touch with the chief and is certainly in residence in his neighbourhood.

76. Sections 27 and 28 deal with prospecting and mining licences, and have

established a system which I think may be varied with advantage in a manner which will be indicated later. Objections to the present arrangement are :—

(i) That the prospecting licence can only be issued under the authority of the Governor himself.

(ii) That it conveys a general authority to prospect in any part of the Colony, yet does not vest in the holder the right to make examination of any specific area, because the consent of the chief to such examination has not been obtained. It thus fails to exhibit the essential elements of a prospecting licence; that is, authority to the holder to test and make selection from a particular locality.

(iii) That the period for which the licence will remain in force is unlimited.

77. The last section upon which I desire to offer comment is No. 54, and my remarks have reference to that part of sub-section (*a*) which empowers the Government to take possession of any part of the land comprised in a concession without payment of compensation except in respect of interference with works or improvements erected or made by the holder of the concession. This section was presumably inserted in conformity with the policy enunciated by Section 6 (6) of the Public Lands Ordinance, 1876, which provides that compensation for acquisition shall not be awarded to any party in respect of unoccupied lands.

It is not easy to see upon what grounds this policy can be held to be justifiable. Whatever the value of the land may be, it is the property of the chiefs and their people, and their right to it should be recognised by the payment of a nominal sum as consideration for acquisition in cases where no beneficial occupation is proved and no improvement has been effected. In the case of concession areas, compensation to the lessee for disturbance or interference should be an additional liability.

78. The object which was sought to be attained by the introduction of this Ordinance was that every concession of mining or timber rights should be subjected to inquiry by the Court and its continuance made dependent upon the grant of a certificate of validity. It is not, however, certain that the law really effects all that was intended. Reference to and approval by the Court is no doubt necessary if the claim of the concessionaire is to be made secure from trespass and interference, but if a man who has obtained his grant from a chief is under no apprehension that his rights will be opposed or contested by others, and is prepared to take the risk of such a contingency, there is nothing in the Ordinance to prevent his working the land without coming to the Court at all. Such risk would not be taken in the case of a mining concession involving a large outlay of capital, but it might be worth while to chance it in that of a grant of timber rights where no heavy preliminary expenditure is required, and I have reason to believe that in at least one instance a concession is being worked at the present time which has never been brought under the supervision of the Court. If this be so, the Ordinance has failed to accomplish all that the framers of its provisions considered to be necessary.

Ashanti.

79. So much similarity exists between the Ashanti Concessions Ordinance No. 3 of 1903 and the corresponding law in the Colony that, having commented upon the latter measure, it does not seem necessary to repeat observations which are applicable to both. It will suffice, therefore, to invite attention to the points in which the provisions of the later law differ from those of the earlier Ordinance, and to explain the reasons why a change of procedure can be effected with even more facility in Ashanti than in the Gold Coast.

80. Where differences of procedure are observable, that prescribed by the Ashanti measure is the more effective. It would appear as if deficiencies in the Colonial law had already been noted when the Ashanti Bill was under consideration, and that care was taken to substitute more suitable provisions in the later draft. If, however, the existence of these deficiencies had in fact been recognised so long ago as 1903, it is difficult to understand why a period of nine years has been allowed to elapse without any attempt at amendment. Certainly no such diversity of conditions exists in the respective countries as calls for any differentiation in the main principles of the law.

81. When dealing with Section 9 of the Colonial Ordinance, I criticized the omission of any provision to automatically terminate the existence of a concession

in cases where the applicant fails to prosecute his claim. The Ashanti law provides for this (Section 9 (2)) by declaring that the concession shall be void if the notice and accompanying documents are not filed within six months after the date of the deed of concession, and further ensures diligent action on the part of the applicant by enacting (Section 10) that the survey fees shall be deposited within the same period, and that if default be made, the concession shall cease.

Now no applicant would be willing to incur this expenditure unless he had genuine intention to develop his property, consequently the long lists of incomplete claims which congest the records of the Colony are not found in Ashanti.

82. Provision has been made by the Ashanti law to impose a penalty upon those who do not commence to work their concessions within five years from the date of the grant (Section 50). This is a very necessary precaution which has not been taken in the Colony. The penalty prescribed, however, is not in the form which is most desirable. It consists of the payment to the Crown of the sum of £100 per square mile or part of a square mile by way of fine in respect of each year in excess of five during which commencement of mining operations shall not have been made. It is conceivable that the concessionaire may find it worth his while to pay the money and abstain from work, in which case the object of the section, the speedy development of properties, is defeated. The penalty for default should be forfeiture, enforceable by legislation in terms which I shall propose for consideration in the next part of this report.

83. Elsewhere I have attempted to show that among the reasons which conduce to the inefficiency of the procedure laid down by the Colonial Ordinance is the lack of first-hand knowledge on the part of the Judges regarding the land and its owners and the difficulty which they must therefore experience in attaining such a knowledge of local circumstances as will enable them to make order in terms entirely equitable to all parties. Such objection cannot be taken to the procedure which obtains in Ashanti, because the Court is the Court of the Chief Commissioner, in whom the duties of the Chief Executive Officer and of the Judge are combined. The Chief Commissioner is therefore the officer most fitted to hear and decide concession cases, and to the people it is a matter of indifference whether he deals with them in his executive or judicial capacity. It will therefore be possible in Ashanti to effect the change of procedure which will be hereafter recommended, without removing the jurisdiction from the hands of the officer to whom the people are accustomed to look for assistance and with whose judgment and direction they willingly comply.

PART III.

Alterations in the existing law and procedure recommended for consideration.

Gold Coast.

84. When taking evidence from the various classes of witnesses who have presented themselves before me on the question of the comparative advantages to be gained by adherence to the present system, whereby the alienation of land is supervised and controlled by the Court, or by transfer of that control to executive authority, I have endeavoured to sketch to my hearers an outline of the methods which would be adopted, and the parts which officers of various grades would take, in the event of it being decided that a change is expedient. I have found it necessary to make this clear before requesting an opinion, as none of those with whom I have been brought into contact have had any practical experience of land administration upon lines other than those which obtain in this Colony.

85. Those who favour the retention of the present system are in a minority, and their status and experience is not, as a rule, such as would lend substantial weight to their expressed opinions. Moreover, those opinions are not always free from the taint of personal bias, or of desire to retain pecuniary advantage for themselves.

Such arguments as have been adduced in favour of continued control by the Court may be summarised as follows :—

(*a*) The disposition of a " concession " area is a transaction in the nature of a contract between grantor and grantee, to which the Crown is no party; therefore the authority adjudicating upon such a contract should be the Court.

(*b*) The people are accustomed to have these questions inquired into by the Court, and have confidence in its decisions, but they would be mistrustful of the exercise of such authority by officers other than the Judges of the Supreme Court.

(*c*) The officers entrusted with executive control in the provinces and districts have not the experience and capacity necessary to enable them to efficiently deal with such questions.

(*d*) Appearance before the Court assures to the parties the advantage of legal representation.

(*e*) It also assures to them the right of appeal to the full Court of the Colony.

On these arguments the following comments may be offered :—

(*a*) While it is true that the Court is the proper authority to adjudicate upon questions of contract generally, its assistance is only invoked when a dispute or difference arises. *Non sequitur*, therefore, that the duty of supervising the completion of contracts in which no issue is joined should be imposed upon a body which exists only for the purpose of settling contested matters.

(*b*) The objection is of little value when taken by people who have no experience of other methods, and no desire to learn about them.

(*c*) Those who take this point have failed to realise that it is an essential condition of any alteration, if made, that the executive establishment shall be brought up to a strength proportionate to the work demanded of it, and that the question of principle must not be subordinated to that of personal efficiency.

(*d*) This argument needs little comment. It is advanced by, or at the instigation of, those who are in a position to derive profit from participation in the inquiry.

(*e*) This right of appeal can be retained, if considered advisable, even though jurisdiction in the earlier stages be transferred to the executive.

Further, even those who are staunch supporters of the present system are compelled to admit that procedure under the Ordinance is unduly prolonged and productive of expense, but are unable to offer suggestions for its improvement. They appear prepared to accept with equanimity the continuance of existing disadvantages, and view with apprehension any suggestion of amelioration which does not preserve intact the system of judicial control.

86. On the other hand, I find among those whose experience and position justifies me in attaching weight to their views, a complete unanimity of opinion in favour of discontinuing the present system. They all recognise the disadvantages attendant on the procedure laid down by the Ordinance, which have been enumerated in the preceding part of this report. They would welcome the introduction of a scheme of administration which would expedite the process of alienation and reduce the expense of acquisition, and they see the possibility of attaining that end by transfer of the jurisdiction to the executive authority. Personally, I am convinced that the procedure prescribed by the Concessions Ordinance is cumbersome, and in some instances defective; that it is undesirable that the work should be entrusted to the Judges, because they do not possess any first-hand knowledge of the land with which they are dealing, and because their decisions are not open to revision except in contested cases. I believe that the work can be performed more effectively, more expeditiously, and more economically, if entrusted to executive officers, and I recommend that a system of land administration by the executive be substituted for that which at present prevails.

87. In view of the fact that the land to be administered is not the property of the Crown, and that the people have become accustomed to have conflicting claims adjudicated by the Court, it is desirable that a right of appeal to the full Court

should be retained in contested cases. Such cases should be much less frequent in the future than in the past, because an effective scheme of administration must provide that the land to be alienated be clearly defined in the first instance, and must preclude the possibility of the existence of dormant claims which, after years of seclusion, may be brought forward in opposition to applications of more recent date.

88. Before offering suggestions for the construction of an alternative scheme, I desire to make it clear that the change will necessitate the creation of certain new appointments. The time of the Provincial and District Commissioners is already fully occupied, and while it will be reasonable to require them to perform certain routine duties in connection with the disposition of land, it must not be expected that they will be in all cases in a position to personally undertake the demarcation and examination of areas which is an essential preliminary to alienation.

89. To commence with, therefore, I recommend the appointment of a Commissioner of Lands for the Colony, and of six Settlement Officers, whose duties will be more conveniently described in the subsequent paragraphs, in which I shall outline the procedure which I commend for adoption.

The Commissioner of Lands should be an officer of some standing, having experience of land administration on similar lines elsewhere, and, if possible, a barrister-at-Law. The salary of the post should not be less than £1,000 a year, with such duty allowance as usually attaches to an emolument of that amount. Remuneration at that rate is desirable, because he will occupy a more responsible position than that of the Provincial Commissioners, and will have to undertake duties analogous to those now entrusted to the Judges in concessions cases.

90. The Settlement Officers should be young and active men of good education, capable of using a prismatic compass. Their duties will be almost entirely of an out-door description, and will consist of demarcating and roughly plotting boundaries, and examining and reporting on lands applied for. Two will usually be placed in each province, and they will be under the direction of the Commissioner of Lands, who will communicate with the Provincial Commissioner regarding the work on which they are to be employed. The salary attached to these posts should be similar to that allotted to Assistant District Commissioners.

A commencement may be made with a staff of this strength, working in conjunction with the local Commissioners, the office of the Commissioner of Lands being provided with two clerks—one to take over the registration business, and the other to attend to current correspondence.

91. The procedure to be adopted in the first instance should be as simple as possible, and should be in the nature of a base upon which a more detailed structure can be built up as experience discloses necessities. As time goes on, the Commissioner of Lands will be able to elaborate methods whereby the system can be expanded and perfected, but it would be unwise to introduce intricacies of procedure in the first instance, which may prove in practice to be unsuitable, and may necessitate withdrawal or amendment.

The line of procedure which I recommend for adoption is that which is indicated below, and the duties to be imposed upon the officers respectively responsible for the administration of the system will become apparent as that procedure is described.

92. In the first instance, the Commissioner of Lands should be provided with an office at Accra, and there should be transferred thereto the records which are now in the custody of the Registrar of the Court in his additional capacity of Lands Registrar. It is advisable that this office should be provided with a strong room, in which should be placed all deeds and documents which are either in the nature of a title to land, or are evidence of such title.

Two Settlement Officers should ordinarily take duty in each province, but they should have no fixed location, and should move about from district to district as they may be directed by the Commissioner of Lands in consultation with the Provincial Commissioner.

93. All future applications for land, whether for mining or agricultural purposes, should be made in writing, and should set out the name, address, and business of the applicant, the area required, and the purpose for which it is to be used, together with such particulars relating to the situation of the land as will enable the local authority to identify its position. These letters of application

should be sent direct to the office of the District Commissioner administering the division in which the land is situated. The District Commissioner will thereupon note the date of receipt, and the above-mentioned particulars as set forth in the letter, in a book to be called the register of applications, giving to each entry a serial number which will run for the current year, and affixing the same number to the letter itself. The letter will then be placed on the file of applications. This file of applications will re-commence at the beginning of each year, those of the preceding year being bound up for reference. It will be found useful if the register of applications is so ruled off as to provide space on the right-hand side of the page, in which subsequent proceedings taken in respect of each application can be noted. Probably applications will not be so numerous for some little time to come as to necessitate the provision of separate registers and files for mining and agricultural lands respectively, but the propriety of such eventual separation should be borne in mind.

94. The District Commissioner having filed the application, will arrange that the land be visited and inspected either by himself or by the settlement officer—its situation, conformation, and character will then be noted, and a rough sketch prepared, showing approximately the dimensions and locality. He will then arrange a meeting with the chief and elders of the country, and explain to them the nature of the application, and the situation and size of the land to which it relates. He will also advise them regarding the terms on which the land may reasonably be leased. The chief and his people will then decide whether the application shall be granted or not. This discretion must be left in their hands, as the Government has no authority to do more than advise, and see that equitable terms are arranged.

It will be observed that this system puts an end to that direct negotiation and bargaining between the applicant and the chief which has been so objectionable a feature of past practice, and ensures that the native lessors shall have the advantage of disinterested advice from an official with whom they are personally acquainted.

95. When matters have been so far settled, the District Commissioner will embody the particulars of the application and the terms arranged in a short statement, prepared in duplicate, to which he will obtain the signatures of the chief and his people. He will file one copy in his office by attaching it to the original letter of application, and will forward the other copy, under cover of a brief explanatory letter, to the Provincial Commissioner.

If the Provincial Commissioner, after perusal of the report and statement, and after such further inquiry, if any, as he may deem necessary, sees no objection to the grant of the proposed concession, and is satisfied that the terms arranged are in order, he will forward the documents received from the District Commissioner, together with his own observations, to the Commissioner of Lands. Should there be any point to which the latter officer deems it expedient to take exception, he will refer back for adjustment or alteration, but if he finds the arrangement in order, he will insert a notice in the Government Gazette, publishing the particulars of the proposed concession, and the names and addresses of the parties thereto, and will proclaim that if any person desires to oppose the grant of the concession, he must lodge notice of opposition at the office of the Provincial Commissioner within three months after the date of the notice.

96. At the expiration of the prescribed period, the Provincial Commissioner will notify the Commissioner of Lands whether opposition has been entered or otherwise. If no opposition has been entered, the Commissioner of Lands will communicate to the Provincial Commissioner his formal approval of the concession, and will make an endorsement recording such approval and the date thereof on the statement furnished by the District Commissioner. If, on the other hand, opposition has been entered, the Commissioner of Lands will set the case down for hearing by himself at the office of the District Commissioner on a date not less than one month in advance of that of the notice of hearing. The inquiry will be in the nature of a judicial proceeding, and the parties may be represented by Counsel. The venue is fixed at the office of the District Commissioner in order that the testimony of himself and the Settlement Officer may be available, and to obviate the necessity of sending native parties and witnesses a long distance from their homes. Incidentally, also, opportunity will be afforded to the Commissioner of Lands to examine the land for himself if he should think it desirable.

97. The inquiry having been held, the Commissioner of Lands will make his order, in respect of which any party dissatisfied may enter an appeal to the full

Court of the Colony. The time for entering such appeal may reasonably be fixed at two months from the date of the order appealed against.

On entering opposition to a concession, a fee of £25 should be exacted from the opposing party, which should be payable by him in any event, in order to protect concessionaires from frivolous or vexatious claims. The fee for appeal to the full Court might be fixed at £50.

98. A final decision in respect of the concession, whether opposed or unopposed, having thus been reached, it will be the duty of the Commissioner of Lands to endorse the fact and terms of that decision upon the statements as above described, and to notify the Provincial Commissioner accordingly. Such endorsement will record either approval of the concession, or the fact that it has been disallowed. The statement will then be filed in the Commissioner of Lands' office.

99. The Provincial Commissioner will then notify the District Commissioner in the same manner, and if the concession has been approved, will acquaint him with the terms of approval. It will then be the duty of the District Commissioner to inform the parties in the same way, when he will demand from the applicant the payment of a sum sufficient to cover the amount of the consideration money, the rent for the first year, and the survey and registration fees. It will be sufficient to allow a period of six months for the deposit of this money, and failure to comply should cause the concession to lapse.

A defective feature of the existing system is the absence of any provision effecting the cancellation of a concession in the event of non-payment of rent. If such default is made by the lessee, the initiative at present lies with the chief, who may move the Court for an order of cancellation, but this is seldom or never done in practice, because the chiefs do not understand the procedure. There are many cases in which concessions continue to exist, though no rent has been paid on them for years—in such cases the fact of non-payment should operate to terminate the lease if any portion of the sum due remains in arrear for twelve months.

100. It may possibly be thought that the procedure which I have outlined above is somewhat complicated by the necessity of reference backwards and forwards between the District Commissioner, the Provincial Commissioner, and the Commissioner of Lands. I do not think that the system will be found to be other than simple in practice, while its efficiency would certainly be impaired by curtailment. The District Commissioner must play an important part in the procedure because he is the man on the spot, who must be looked to to supply the particulars of the land and the views of the chief and his people. The Commissioner of Lands must be vested with the power of approval, not only because such power is in excess of that with which Provincial Commissioners should be endowed, but also because it is essential to the uniformity and efficiency of practice that the same authority should deal with cases from all parts of the Colony. At the same time the Provincial Commissioner must not be left out altogether, because when once his subordinate officer has supplied the local information, his views as head of the province are necessary for the guidance of the Commissioner of Lands.

101. When the money demanded from the applicant comes to hand, it will be the duty of the District Commissioner to dispose of it in the following way. Having furnished the remitter with a receipt from a counterfoil book, he will enter the amount of the consideration money in a book to be kept for that purpose, in which he will also record the names of the concession and the holder, and the date and number of the receipt issued. He will proceed to pay the money out at the earliest opportunity to the persons entitled to receive it, entering the date of such payment in the same book, and obtaining the signature of the recipients therein, in a space to be provided for the purpose.

He will deal with the sum received as rent in the same way, entering the amount and date of receipt in a rent roll, in which will also be recorded the names of the concession and the holder of it. The rent roll may be divided into columns headed in the following manner: Serial number—Concession—Holder—Annual rent—Arrears—Amount received—Date of receipt—Number of receipt—Amount paid out—Date of payment—Signature of recipients.

The rent should be paid out at the same time as the consideration money, and the transaction should take place in the District Commissioner's office, in order that the signatures of the recipients may be entered in the books, and the money may be handed to those who are really entitled to receive it.

102. There remains the question of the sums deposited in respect of survey and registration fees. As to the first, the District Commissioner will remit the amount to the Director of Surveys, together with a requisition for survey, setting out such particulars relating to the situation, area, and conformation of the land as may enable the surveyor to identify it. He will take credit in his own books for such fees as may be due to his office, and will hold the balance in readiness to meet those due to the office of the Commissioner of Lands.

103. Pending the completion of survey, the lease for the concession will be prepared in triplicate by the Commissioner of Lands. This document need not be drawn up in the complicated conveyancing language hitherto employed in indentures of concession. It will be preferable to make use of a printed form upon stout paper of a large size, in which it will only be necessary to fill in particulars. It might be printed in some such terms as the following:—

LEASE FOR* LAND.

District of:

No.

Annual Rent:

Know all men by these presents that we

in consideration of

do hereby lease unto of
All that piece of land situated at
containing by measurement square miles, more or less, and bounded
as follows—that is to say:—

which piece of land, with the dimensions, abuttals and boundaries thereof, is delineated upon the plan endorsed hereon, and numbered in the office of the Director of Surveys.
To hold for the term of years, subject to the payment therefor of the annual rent of pounds and to the provisions and conditions hereunder written.

Conditions.

In witness whereof we the said Lessors have hereunto set our hands at
this day of
19 .

Before me:

District Commissioner

Ratified and registered at the Land Office, Accra, this day of
19 .

Commissioner of Lands,
Gold Coast Colony.

*(Mining or Agricultural.)

104. The Commissioner of Lands, having filled in all particulars, except those relating to survey, in a triplicate lease in the prescribed form, will forward the three copies to the Director of Surveys, who, on completion of the work, will cause an accurate copy of his plan to be plotted on a reduced scale on each copy of the triplicate document, and will fill in the particulars relating to measurement and boundaries. He will then return them to the Commissioner of Lands, who will register the lease and sign each copy of it. One copy will be filed in his office, one copy will be filed in the office of the District Commissioner, the third copy will be sent by the District Commissioner to the lessee, and the transaction will be complete. Finally, the Commissioner of Lands will transmit to the District Commissioner, together with the completed leases, a statement of the fees due to his

office, which will be defrayed by the District Commissioner from the funds retained by him for that purpose.

105. In the preceding paragraphs I have attempted to describe the general outline of the kind of procedure which seems to me to be suitable, but I have made no endeavour to treat the subject exhaustively, conceiving it desirable to limit my suggestions to a sketch of the methods which I recommend, with liberty to those who will have to carry them out to fill in such further details as practice may indicate to be advisable. I assume that the Commissioner of Lands will be an officer who is conversant with one or more of the systems of land administration which obtain elsewhere, and I should prefer to leave it to him to elaborate by degrees the working arrangements of a scheme of which I only propound the broad principles. If the Commissioner of Lands is appointed, as he should be, before any change is made, he will be on the spot to advise upon those questions of detail which must inevitably come up for decision, but which cannot be foreseen or settled until enunciation of principle has been succeeded by practice.

106. Perusal of the procedure recommended will, I think, establish the fact that at no stage of the proceedings will any such delay arise as will materially prejudice the aims of the concessionaire, until we come to the point where requisition for survey is made. Here the matter leaves the hands of the land officers for the time being, and as there is no prospect that the work of the survey office will be carried out with more expedition in the future than it has been in the past, some arrangement must be devised for avoiding the consequences of that delay if the new scheme is to be exempt from one of the disadvantages which most seriously militates against the efficiency of the existing system.

Here, therefore, I propose to have recourse to an expedient, for the introduction of which into the Federated Malay States I was responsible at the time of the rubber boom. The trouble there was even more acute, at the time I mention, than it is here. Very numerous applications for rubber lands were pouring in, and the applicants were all anxious to commence work at once, while the Survey Department was considerably in arrear even with the work which it already had in hand. It was, therefore, decided that those to whom blocks of land were approved should be permitted to enter upon and develop their properties prior to survey, on the understanding that they should pay rent from the date of occupation and in anticipation of title, and accept the risk of going outside their boundaries as eventually to be surveyed. The arrangement has worked well in the States, and it may be applied with equal success here. When a man has obtained a concession of mining land or of agricultural property, the boundaries of which have been approximately ascertained and recorded by the District Commissioner, no useful object can be gained by compelling him to postpone operations pending completion of survey. The Colony has already had too much experience of concessions lying idle and undeveloped, and if anyone is anxious to begin work he should be given every possible form of encouragement. It is not in the least likely that anyone would commence working so near to the edge of his property that there would be a possibility of his overstepping his boundary, but if he were to do so the risk would be his, and nobody but himself would suffer by the mistake. I therefore advise that the applicant to whom a concession has been approved be given permission to enter on and work the same at any time after the money due in respect thereof has been deposited, upon his written application to that effect, undertaking to pay rent from the date of occupation and to be responsible for any trespass beyond his eventual boundaries.

107. Having in the preceding paragraphs carried the scheme of procedure from the letter of application to the approval of the concession and the issue of the lease, it may be useful to add here a list of the books which should be kept and the fees which might be charged in respect of the various acts to be performed by Government officers.

Records to be kept by the District Commissioner :—

Register of applications.
File of applications.
Account of consideration monies paid.
Rent roll.
Counterfoil receipt book.

File of leases for mining
File of leases for agriculture } To be eventually bound up by districts.
Register of leases.

Records to be kept by the Commissioner of Lands :—

File of statements supplied by District Commissioners.
File of notices inserted in " Gazette."
File of leases for mining
File of leases for agriculture } To be eventually bound up by districts.
Register of leases.
Cash book.
Case book (opposed cases heard and notes taken).

The fees to be levied in the first instance might include :—

Letter of application	£1
" Gazette " notice	£1
Notice of opposition	£25
Appeal fee	£50
Registration of lease	£10

all of which should, if convenient, be payable in stamps.

The list of records and fees will necessarily be amplified later on, but all that will be required at the commencement are those mentioned above, together with such as may be prescribed in respect of transactions subsequent to the issue of title, of which mention will be made hereafter.

108. Before the Concessions Ordinance can be withdrawn, it will be necessary to prepare a measure to take its place, giving legal sanction to the new arrangement and investing the Executive Officers with powers to perform the duties entrusted to them. It will be well that the Ordinance be framed in terms as wide as possible and that matters of detail be dealt with in the first instance by rules thereunder. Such rules can be altered or added to from time to time as experience discloses what is required, and provisions so prescribed can be incorporated in the Ordinance at a future date, when the most effective form of procedure has been ascertained and established. The drafting of the Ordinance should be deferred until the Commissioner of Lands has been appointed, and that officer, after making himself acquainted with local conditions and determining the lines on which the new system shall be framed, should collaborate with the Attorney-General in its preparation.

109. I now pass from that part of the subject which deals with the transfer of jurisdiction from the judicial to the executive authority, and proceed to invite attention to certain other matters in which it appears desirable that change should be made.

110. All consideration money and rent which has been paid in respect of concessions has been divided between the chief, the stool, and the elders. It is expended in the liquidation of stool debts or on the personal requirements of the principal families of the tribe. No real benefit accrues to the tribe as a whole from the alienation of their land. Occasionally the sub-chiefs will dole out small sums to people to whom they may be under obligation or who may be in unusually needy circumstances, and in one or two instances a chief has been known to erect a building for the use of his people, but in the large majority of cases the money is wasted and the tribe as a whole derives no advantage from it. I consider that the time has come when the Government should intervene and explain to the chiefs that a portion of the revenue arising from the alienation of the communal land must be expended in works of permanent benefit to the community. I have recommended that the sums due to the chiefs be paid in future into the hands of the District Commissioners, and I now advise that those officers be authorised and instructed to retain one-quarter of all money so paid in and distribute three-quarters only to the chief and his elders. The sums so retained should be set aside to form a fund from which to defray or contribute to the cost of constructing works of permanent utility in the country occupied by the contributing chief. Works which would conduce to the general improvement and development of the country and the tribe would include roads and paths, waterways and river clearing, wells, drains, washing places and other elementary forms of sanitation, also schools and opportunities for education.

It may be anticipated that the chiefs will raise objection to the arrangement, for most of them really care nothing for the progress of their country and the welfare of its inhabitants, and if left to themselves they will never study any interests other than their own. Such objections should therefore be overruled, with an intimation that the welfare of the tribe as a whole has not been advanced as the revenues of its rulers have increased; that Government has undertaken the responsibility of protecting the interests of all classes, and has therefore determined to divert a portion of these revenues from the pockets of the chiefs to improve the conditions of the people because the rulers have so signally failed to perform that duty themselves.

111. I find that the cause of many of the complications which have arisen over concession cases and most of the expensive litigation in which the chiefs are continually engaged among themselves, is traceable to their ignorance of the boundaries of the divisions over which they preside. As a rule, they profess to be fully acquainted with the limits of their respective territories, but the inadequacy of their knowledge is proved by the continual occurrence of disputes on the subject. It is not improbable that the value of land in the Colony will appreciate as permanent cultivation makes headway, and I think the time has come when an effort should be made to have all inter-tribal boundaries determined and demarcated. This may seem to be an onerous task to undertake, but it can be done by degrees, and every boundary fixed is one step towards the elimination of uncertainty and dissension. I believe the chiefs to be generally desirous that the matter should be dealt with and settled, and I think that if an officer is told off to supervise the work they would willingly co-operate with him and provide the labour necessary for clearing lines. Nothing in the nature of survey is suggested because no plan is required; all that is needful is to detail an officer to assist the chiefs in coming to an agreement as to the limits of their respective territories, and to see that the people cut and maintain a line which fixes the limit agreed upon. This is the work upon which the Settlement Officers should be usually employed. They should devote to it the whole of the time which is not occupied in inspecting and reporting upon areas for concessions.

112. Opinion has been generally expressed throughout the Colony that the area of five square miles now fixed as the maximum extent of a mining concession should be reduced in future cases. That is a view with which I concur. If the applicant has properly prospected the land, and has located the position of the payable reef or ground, he will be in no uncertainty as to where to commence work; and however rapidly he may develop his property he cannot make use of more than a few acres at the same time.

It is of course impracticable to fix even approximately the area of mining land which can be worked out in a given period, as no two mines are alike and the rate of progress is dependent upon the nature of the soil and the depth, character, and angle of inclination or pitch of the reef; but there is a general consensus of opinion that the fullest scope for high class work will still be afforded even if the area is substantially reduced. I, therefore, recommend that the limit of area for mining land be fixed at one square mile and that no person shall be permitted to hold more than four such areas at the same time.

113. I see no reason for advising alteration of the term of 99 years now fixed as the maximum period for which a mining concession may be granted. No mine can be developed in this country without the installation of extensive and costly plant and a large outlay of capital, and it is right that the mine owner should be assured of possession for such a period as will enable him to reap all possible benefit from his expenditure. If it is provided in future that unauthorised cessation of work will entail forfeiture, we may be certain that effective use will be made of the property for so long as it continues in the concessionaire's hands.

114. Leases of land for agricultural purposes have been excluded from the operation of the Concessions Ordinance, and no limit of area appears to have been prescribed in such cases. It is now recommended that they be dealt with in the same manner as mining lands, and a limit of area should, therefore, be imposed. The dimensions permissible in such cases should be sufficiently extensive to attract the notice of persons desirous of opening up land on a large scale, yet not so wide as to make it possible for anyone to obtain possession of a larger area than he can make beneficial use of. I would fix the limit at two square miles, that is, 1,280 acres,

and here also I would add that not more than two such areas shall be held by the same person.

115. The term of an agricultural lease may be similar to that of a mining lease, namely, 99 years. No tree or plant which the lessee can put in the ground will endure for more than a portion of that period. He will, therefore, have ample time in which to reap the results of his labour, and conditions may have so altered at the end of the term as to make it desirable that the land should then revert to the lessors.

116. In the case of future concessions of either description I think it necessary to insist on work being commenced within a stated period subsequent to the date of the lease; and further, that it shall be continuously and effectively carried on in the absence of good reason shown for temporary cessation, the penalty for non-compliance in either case being forfeiture. In the absence of such provision in the past extensive tracts of country have been tied up and left lying idle, and the interests of the Colony have been gravely prejudiced thereby. Speculators have seized on concession after concession with no intention of developing them, holding them on the chance of being able to turn them over at a profit to capitalists in Europe, or awaiting a rise in value resulting from the extension of railways and other facilities of transport and communication. If the country is to be opened up to the best advantage, the way must be made easy for the man who really means business, and the schemes of the speculative concession hunter must be defeated by making the possession of land dependent upon its efficient development.

117. To take the case of mining land first, the holder of the concession should be under obligation to commence work within a period of two years from date of lease. This does not mean that actual mining operations must be started within that period, but that the preparations necessarily preliminary thereto must be put in hand. These would include verification of the results of previous prospecting work, and further examination of the strata or reef to be operated on—the clearing and levelling of sites—the construction of roads and waterways—the erection of buildings, and the installation of plant. It is not generally desirable that a man should take up a concession unless he is possessed of the capital to work it, or knows where to go for it. It is not necessary, therefore, to allow time for him to go about seeking for it—all that is requisite is that he should be given sufficient opportunity to purchase his plant and engage his staff, and for these purposes a period of two years is an ample time allowance.

118. When work has commenced, the miner should be under obligation to continue it systematically and efficiently, to the satisfaction of the officer entrusted with the supervision of mines. Cases will undoubtedly arise where a temporary cessation of work is unavoidable, but such occurrences can be provided for by authorising the Commissioner of Lands to grant a certificate of exemption from work for any period not exceeding twelve months upon good cause shown by the miner. If he fails in either of these obligations without reasonable excuse, forfeiture of the concession should ensue under the conditions of his lease.

119. In the case of agricultural land it is not necessary to allow so long a time for arrangements preliminary to development. The lessee of such a property should, therefore, be required to commence operations within twelve months from the date of the lease, and to cultivate not less than one-quarter of the total area of the property within five years from the same date. In the event of commencement not being made within the prescribed period, the lease should be forfeited, and if at the expiration of five years the planted area is less than one-quarter of the whole, the uncultivated portion should revert to the lessor, with liberty, however, to the lessee to retain such belts of forest and other plots of land as may be necessary for the purpose of maintaining or protecting existing cultivation, and also two acres of forest land in respect of each acre then being under cultivation.

These terms are those in force in the Malay States; they have been regarded as reasonable, and should be equally suitable in a country where conditions are not materially different.

120. No attempt has yet been made to fix a uniform rate of payment in respect either of consideration money or annual rent. In the case of mining land the power to determine the amount is vested in the Judges, while in that of agricultural land no procedure has been provided, the question being apparently left for settlement

by the parties themselves. It is not to be expected that the Judges will always hold similar views as to what is the proper amount to be paid, therefore no general standard of adequacy can be attained while the present practice continues. The parties to concessions have, however, gradually come to recognise that certain amounts will usually be approved as reasonable terms, and figures approximating those rates are usually inserted in the deeds. There seems, therefore, to be no reason why definite rates of payment should not now be prescribed, fixing them as nearly as may be in conformity with the sums which are now generally agreed upon.

121. The charges to be levied in respect of mining land might be :—

Consideration money or premium, £100 per square mile.
Occupation rent, £25 per square mile.
Rent after commencement of mining operations, £100 per square mile.

The sums to be paid in respect of agricultural land may with propriety be fixed for the present at rates lower than those to be adopted for mining land, as but little cultivation has as yet been attempted by Europeans, and it is most desirable that it should be encouraged. Also, the rent should be fixed at a uniform rate throughout. The following charges would seem to be reasonable :—

Consideration money or premium, £50 per square mile.
Annual rent, £25 per square mile.

122. The amount to be paid to the Crown in respect of profits accruing from the exercise of the rights conferred by any mining concession has been fixed at one-twentieth of the amount realised. The method prescribed for ascertaining that amount and ensuring its payment appears to be cumbersome, and I should consider it preferable to charge an export duty, but as I understand that that course is not favoured by the mining companies, and that the present system works, on the whole, satisfactorily, it will probably not be desirable to make any change. The arrangement should not, however, be made to apply to properties other than mining concessions. Revenue from produce other than minerals should be collected in the form of export duty.

123. The provisions relating to the issue of prospecting licences are not altogether satisfactory, and I propose to recommend for consideration a system which, in the opinion of most of those whom I have consulted, is preferable to that which now obtains, the objections to which have been indicated in an earlier paragraph of this report. Every intending prospector should make application for a licence to the District Commissioner, specifying the division in which he desires to make investigation. Such application should be accompanied by a remittance of £25, which will be payable to the chief in the event of a licence being issued. The Commissioner will then ascertain from the chief whether he is prepared to entertain the application, and to assent to the exercise by the prospector of his right of selection, should the latter be desirous of obtaining a concession. If the chief agrees, the Commissioner will convey intimation of that assent to the applicant by means of a short printed form, in which should be set out topographical particulars roughly describing the situation and size of the tract of country over which prospecting may be carried on, and the fact that the sum of £25 has been paid. The applicant will forward this form to the Commissioner of Lands, together with a fee of £5, and the licence will thereupon be prepared in that office.

124. The terms of the licence should be these :—It should set out the name and address of the licensee; it should be declared to be available for a period of three years from the date of issue, subject to the payment of £25 to the chief to be named therein in respect of each year of its duration. It should contain a description of the tract of country to be prospected, as reported by the District Commissioner; it should confer a right to select not more than two blocks of mining land not exceeding one square mile each in extent within the area covered by the licence at any time during its continuance or within six months after its expiration; it should declare that all rights under it will lapse if prospecting be not commenced within six months from the date of issue, or if it be at any time discontinued for a similar period; it should expressly state that it conveys no exclusive right to prospect the area mentioned therein, but that blocks will be granted according to priority of selection. When furnished with this licence, the holder will have the right to carry on prospecting work on any scale he pleases, so long as he pays £25 per annum to the

District Commissioner for transmission to the chief, and he will further be assured that if he decides to make a selection, he will get a concession.

125. An arrangement upon these lines will, to some extent, effect the same purpose as that attained by options, while free from the objectionable features which have caused me to recommend the discontinuance of the latter. The licensee will have the same opportunity for examination and selection as he would have under an option, but he will not be in possession of any grant or agreement which he can represent as conveying a title. Further, the continuance of his right is contingent on his carrying on regular work.

126. Having dealt with the existing methods of disposing of mining and agricultural lands, and offered my suggestions for their amendment, there remains the question of those concessions by which rights in the natural produce of the surface of the soil are conveyed. Under the Concessions Ordinance such rights are granted by the same process as that which governs the disposition of mining lands, that is, they are made the subject of inquiry by the Court, and the right of occupancy passes from the lessor to the lessee during the term of the lease, the latter being under the necessity of expending a large sum in respect of survey fees before he can acquire the rights which he seeks.

Now, inasmuch as all that the applicant desires is the right to enter upon the land and remove therefrom timber and other forest produce, it is wholly unnecessary that the property in the land should pass to him at all. The practice of leasing areas for this purpose may be discontinued with advantage to all parties concerned, for the native landowners will then not be asked to part, even temporarily, with their interest in the land, while the party desiring to collect the produce will not have to incur the expense attendant on survey and lease.

127. It will be sufficient if authority to collect and remove forest produce from a stated area be given by licence, the assent of the chief being obtained in the same manner as in the case of a prospecting licence. Such licence should be obtainable on payment of a small annual sum to the chief, say £10; it should convey authority to the holder to collect and remove the produce stated in the licence, and to make such use of the land as may be incidental to the work of collection and removal; it should convey an exclusive right to take possession of that produce, subject only to the requirements of the native population, and there should be payable to the chief a royalty in the form of a fixed sum per tree for hard timber, and a rate per ton in the case of firewood and other produce. It should be issued for a comparatively short term, say five years, and will, of course, be renewable thereafter at the option of the parties concerned.

The arrangement will not be new to the people, as instances have already occurred in which chiefs have authorised merchants to take mahogany and other valuable timber from their forests on payment of a fixed sum per tree.

128. There remains for consideration the question of the surface rights exerciseable by the holders of mining concessions. This is a matter which has been the subject of some misapprehension in the past, and regarding which some uncertainty exists at the present time. It has certainly been the practice of some mining companies to make use of the surface of the land for purposes not strictly incidental to their mining operations, and authority for that action has not in all cases been obtained by supplementary agreement with the chiefs—consequently the people have in some instances felt aggrieved at what they consider to be a usurpation of rights which have not been expressly conveyed.

129. The possession of mining land must be held to invest the miner with such rights to the surface as are necessary to enable him to carry on his work. These rights include the use of the land for sites on which to erect his plant, and put up the buildings required as housing accommodation for the staff and labour force; also power to make railways, tramways, roads, and aqueducts, and to cultivate the soil for the purpose of raising foodstuffs for his people. He is further entitled to take such timber as is required for use in or about the mine, or for building or for fuel, and, lastly, he may properly convert suitable areas into dumping grounds.

130. The mining companies have not always been careful to remember that their interest in the land is limited as above, and in making arrangements for the housing of the labour force they have not infrequently acted as if the acquisition of mining rights had vested them with a power of disposition of the surface. On

every concession where work is proceeding, a suitable block of land is laid out as a village site where the native labourers are settled. Sometimes the houses are erected by the company and a small rent is payable by the occupants—in other cases the labourer puts up his own house, and a ground rent is charged in respect of the site occupied. Both these arrangements are open to objection—the first, because no payment should be exacted from the labourer in respect of the quarters allotted to him; the second, because the right of the miner over the surface does not empower him to grant land for building purposes.

131. In those villages or portions of villages in which the houses are owned by the people, the mine owner loses that control over the actions and conduct of the occupiers which is essential to the wellbeing of the community. A labourer may leave the mine, and sell his house to a person who has no intention of taking employment, but who finds it advantageous to live in the village—however undesirable an individual he may be, the mine owner cannot remove him so long as his conduct does not bring him within reach of the law, because he is living in a house which is his own property. I am told that in some of the larger villages the labourers on the mine constitute barely one-half of the resident population.

132. If a mine is situated at a considerable distance from a commercial centre, it is probably unavoidable that traders should be permitted to reside in the village, as the daily needs of the people must be supplied, but no more should be admitted than are necessary to satisfy these needs, and the terms of admission should be such as will ensure that their actions can be effectively controlled by the mine owner. In some villages no limit appears to have been placed on the number of resident traders, the result being that people are attracted from the surrounding country, and the village becomes a town which cannot be effectively administered by the mine owner, and is not controllable by Government except by arrangement with the holders of the concession.

133. In extenuation of the system which compels the population of a mining village to pay rent to the mine owner, it is explained that no profit accrues therefrom, but that the money is spent on measures of sanitation. Such measures are, of course, very necessary, and are being effectively carried out under medical supervision in the villages which I have inspected, but the utility and efficiency of the system is no justification for exacting from the people a contribution towards work which the mine owners should do at their own expense, and which the latter have no authority to demand.

134. I am of opinion that mining companies should be required in future to lay out and prepare the sites for mining villages, and to erect the houses thereon, at their own expense and in accordance with the directions of a medical officer, and to construct and maintain an adequate sanitary system. No more houses should be erected than are necessary for the accommodation of the labour force, as the construction of a larger number would be an act not authorised by the miner's limited surface right. No rent or charge of any description should be levied, and no house should be occupied without the consent of the mines manager. It will then be in his power to remove any undesirable person from the village. In those cases in which a large proportion of the houses are the property of the occupiers, it is desirable that they should be taken over at a valuation. If the companies are unwilling to do this, the collection of rent should be prohibited, as their surface rights do not empower them to make such a charge.

135. As the presence of traders is necessary to the labourers, arrangements must be made for their admission—whether such traders be European firms or native merchants, they should be admitted only at the discretion of the mines manager, and with the approval of the District Commissioner, who will satisfy himself that the number admitted is not in excess of requirements. The buildings necessary for their accommodation should be erected by, and remain the property of, the company, and they should pay to the District Commissioner an annual fee for a trading licence, which may be treated as a contribution towards the sanitary expenditure. If the number of traders is not so restricted, it will inevitably become substantially in excess of requirements, and businesses will be established which will look for their customers elsewhere than at the mine.

136. When I was at Tarquah complaint was made to me by the chief who owns the land comprising the Tarquah concession that the commercial buildings

in the town had been erected within the concession area, and that the firms pay rent to the mining company instead of to himself. I have been furnished by Mr. Giles Hunt, solicitor to the company, with a copy of the concession deed, which appears to vest in the lessees such rights only as are incidental to the conduct of mining operations. This deed was executed prior to the passing of the Concessions Ordinance, but when that measure became law, and the terms of agreement were considered by the Court, the certificate of validity expressly limited the rights of the company as above, and no supplementary arrangement has been made whereby their privileges have been further extended. It appears that a compact was subsequently made between the Government and the company, whereby the former took over the control of the town, and allotted one-half of the rents accruing therefrom to the company. The owners of the land do not seem to have been consulted, and whatever residuary interest in the land remained with themselves was ignored. It is probable that neither the Government nor the company are legally entitled to the rents received, which have been appropriated by virtue of an arbitrary arrangement to which the landowners were no party, and that the complaint made to me is based upon reasonable grounds. The matter is one which calls for investigation, as the chiefs are reluctant to question an order made by the Government by means of proceedings in Court.

137. It is not unusual to find that the mining companies are planting cocoa or rubber over such portions of the concession area as have been cleared of timber and undergrowth. In most cases a supplementary agreement made with the landowner has vested the mine owner with authority to make use of the land in this manner, and the practice of thus developing otherwise unproductive areas may well be encouraged. But as the interest in the land conveyed by a mining concession does not include the use of the surface for such a purpose, it is not permissible unless ratified by express arrangement between the parties, and local officers should be instructed to see that the terms of concessions and the rights of native landowners are not infringed by such unauthorised action.

138. No scheme of land administration can be considered complete which does not provide machinery enabling the owner or lessee to dispose either permanently or temporarily of the whole or any portion of his interest therein to third parties. It is therefore desirable that there should be incorporated in any future system some simple procedure whereby the transfer, sub-division, and charging of land may be effected.

The essential feature of such procedure is registration of each transaction, in order that the officer responsible for the custody of land records may be able to say with certainty whether any area of leased land has changed hands or has been subjected to encumbrance.

139. In the case of transfers and charges the procedure will be similar, and will consist only of an endorsement on the lease and a memorandum of the transaction filed in the recording office, the memoranda being in a simple printed form, to be prescribed by legislation and supplied by the office, with blank spaces in which the particulars of each transaction will be entered.

As the method which I recommend is that which has been successfully adopted for some years past in the Federated Malay States, it does not seem necessary to describe it at length here, but briefly outlined the action to be taken will be as follows: The transferor or charger will fill in and sign a memorandum substantially in the form prescribed in Schedule L of the Federated Malay States Land Enactment, 1903, and will present it to the Commissioner of Lands, together with his copy of his lease. The Commissioner will enter the date and hour of receipt and the particulars of the transaction in a book to be called the journal of transactions, and will endorse upon all copies of the lease a short statement setting out the fact and date of transfer or charge, and the name of the transferee or chargee, which statement he will sign. Action will then be completed by payment of the prescribed fees. The discharge of a charge will in the same manner be recorded on the memorandum and statment previously registered.

140. The sub-division of land will necessitate surrender of the original lease and partition by survey of the area to be sub-divided, when new leases must be prepared, and registered in the same way as the original document. Any application for sub-division must therefore be accompanied by deposit of a sum sufficient to cover the survey and registration fees.

141. The value of mining land in different parts of the Colony varies so materially, that it does not seem practicable to impose any fixed fee for the registration of transfers and charges. I am therefore inclined to advise that the fee on a transfer should be 1 per cent. on the value of the property transferred, and that that on a charge should be 1 per cent. on the amount of the mortgage. In cases of sub-division the charge prescribed for registration of a lease should be made in respect of each new lease issued.

ASHANTI.

142. It is very desirable that the systems of land administration in force in the Gold Coast and in Ashanti respectively should be as nearly similar as possible, and I see no reason why the changes which I have recommended in the case of the Colony should not also take effect in Ashanti, with such modifications as are necessitated by difference of form in the machinery of the Government. The introduction of my scheme of land administration by executive authority will effect no very radical change in existing procedure, because the highest judicial and executive jurisdiction is now vested in the Chief Commissioner, who will continue to deal with concession cases, but will handle them in his office instead of in Court.

143. For the present, at all events, and until the number of applications for concessions materially increases, the Chief Commissioner will have no difficulty in performing the duties which I have entrusted to the Commissioner of Lands in the Colony—it will therefore be possible in the first instance to carry on my scheme of procedure without increasing the establishment, if it is considered that the question of boundaries is not of such present importance in Ashanti as to demand the appointment of settlement officers. The chiefs have, of course, no more detailed knowledge of their respective boundaries than is possessed by their neighbours in the Colony, and though owing to the lack of demand for concessions the insufficiency of their knowledge may not at present give rise to confusion, the delimitation of boundaries must as time goes on become a question of importance. I am not therefore in favour of postponement of the work of demarcation, and I advise that not less than two settlement officers be appointed forthwith. This number must, of course, be augmented when applications for concessions become more numerous.

144. The procedure which I have outlined for adoption in the Colony may be equally well applied to Ashanti, all uncontested cases being dealt with by the Chief Commissioner instead of the Commissioner of Lands, but the question of opposed applications requires some further consideration. They will be heard and disposed of in the first instance by the Chief Commissioner, but whereas in the Colony I have provided for an appeal from the decision of the executive officer to the full Court, the introduction of that procedure into Ashanti is impeded by the fact that the Courts of the Colony have no jurisdiction in that territory. So long therefore as the present difference of system obtains, it does not seem possible to provide for an appeal from the decision of the Chief Commissioner except to the Governor in Council, which is not a satisfactory arrangement. Obviously, however, disputes can only be settled by the executive authority until such time as the Supreme Court is vested with jurisdiction in the country.

145. Other suggestions which I have offered for adoption in the Colony may with equal advantage be made applicable to Ashanti. These include the retention by Government of a portion of the consideration money and rent on concessions, the revised form of prospecting licence, and the substitution of a timber licence for a lease.

146. In order to offer some encouragement to capitalists to exploit a country which has not, so far, attracted the notice which it deserves, the terms on which land is obtainable may reasonably be easier, for some time to come, than those to be prescribed for the Gold Coast. I suggest the following conditions:—

Mining land.—Area, not to exceed two square miles, and not more than three such areas to be held at the same time. Payments, per square mile:

	£
Consideration money	75
Occupation rent	10
Mining rent	75

Agricultural land.—Area, not to exceed four square miles, and not more than two such areas to be held at the same time. Payments per square mile:

	£
Consideration money	50
Rent	25

147. Before leaving the subject of Ashanti, I should like to record in a few words the opinion that I formed regarding the town of Kumasi after inspecting it in the company of the magistrate in charge. The town and its suburban areas comprise all land situated within one mile of the central fort. It has been proclaimed the property of the Government—no land is alienated except for building purposes, the plots leased to Europeans being 160 feet by 100 feet, and those to natives usually 50 feet square. The town has long passed the experimental stage, and is now assuming an appearance of solid and progressive prosperity, the buildings recently erected by the principal European firms being superior to any that I have seen elsewhere on the Coast. I have no doubt that the demand for building land will be steadily maintained, and it is the probability of such regular demand that prompts me to advise the immediate inception of those necessary preliminary measures which alone can ensure regularity of development and obviate the confusion and expense attendant on the rectification of unsystematic alienation.

148. No survey of the town has yet been undertaken, and not even the position and dimensions of the streets have yet been definitely fixed. Areas have been leased more in accordance with the wishes of the lessees than in pursuance of any considered scheme of town planning, blocks of land being divided into plots as and when demand arises for their occupation. Such haphazard methods are not only unsystematic—they constitute a certain source of future trouble, because when it becomes imperative to extend or widen streets, or to allocate areas for other municipal purposes, it will be impracticable to attain the end in view without incurring heavy expenditure in effecting the resumption of alienated areas, the value of which will have been substantially enhanced since the date of alienation.

149. It is in my view of urgent importance that all main streets, side streets, and back lanes, together with all building areas, should be at once laid out on the ground, provision being made for extension of the same as the town expands. At the same time a comprehensive scheme of surface drainage should be devised and approved. If it is then found that the line of any proposed thoroughfare is blocked or obstructed by alienated land, whether built upon or otherwise, resumption of the requisite area can be effected at a fraction of the cost which may have to be faced if such action is postponed until town values have advanced.

When these details have been fixed on the ground, the whole town should be accurately surveyed, and plotted out as a large scale map, showing all roads, streets, and alienated areas. Then only will the Government really know what lands remain for disposal, and then for the first time it will be possible to effect disposition in such manner as will conduce to regularity of the urban area and the mutual advantage of the Government and the public.

PART IV.

The Forest Ordinance.

150. The movement which was commenced in 1911 in opposition to the introduction of the Forest Ordinance had its origin in the Central Province, and it was only at Cape Coast Castle that objections to the measure were urged upon my attention. Elsewhere the subject was not propounded to me as a matter of importance, and I have no reason to presume that a desire for its withdrawal is general throughout the Colony. This view is to some extent supported by the fact that the Unofficial Members of the Legislative Council, representing interests in other parts of the country, saw no reason for withholding their assent to the introduction of the measure. Moreover, in no instance did any of those in Cape Coast Castle who opposed the Bill suggest that the views they expressed were commonly held throughout the Gold Coast. They appeared to consider it sufficient that they themselves object to its adoption.

151. Cape Coast Castle is the headquarters of the Gold Coast Aborigines' Protection Society, which came into existence in the year 1898 after the successful opposition offered in London to the Land Bill of 1897. It appears that the chiefs, being possibly elated by the result of their intervention in that instance, expressed a desire for the formation of a body which should watch their interests and ensure united action in the event of any policy being proposed in the future to which they might see fit to object. The Society is composed of the chiefs of the Central Province in association with a number of educated native traders and lawyers resident in Cape Coast.

152. It is generally believed by those who have not closely examined its constitution that the educated members in Cape Coast really dictate the policy of the Society, and that the chiefs have little or no voice therein and are admitted to the privilege of membership principally for the purpose of providing it with funds. I found this to be by no means the case. At least three or four of the chiefs readily speak, read and write English. Almost all of them take in the " Government Gazette " and follow the actions of Government with accuracy and intelligence. There is no doubt that the inception of the Society was due to the expressed wish of the chiefs themselves, and that they take as active a part in its proceedings as any of the educated members.

It exists for the avowed purpose of opposing and blocking any action by the Government or by any persons which may, in the opinion of the members, be subversive of their interests or likely to be prejudicial to their native customs or their canons of land tenure. Funds are subscribed by the chiefs only, no payment being made by the Cape Coast members, but such of them as are lawyers give their services to the Society without fee, receiving only their actual travelling expenses.

153. The chiefs pay an annual subscription of £10, but this is supplemented by special contributions when any movement is made in respect of which special expenditure is anticipated. In the case of the opposition to the Forest Ordinance, such contributions have ranged from £90 to £350 each, and the sum at present in the bank amounts to nearly £4,000. It was explained to me that the collection of so large a sum was deemed necessary because the despatch of a deputation to London was contemplated, but I was also assured that the money stood in the bank to the credit of the chiefs themselves, and that it is open to them to withdraw it should they see fit to do so.

154. The objection offered to the Ordinance by the chiefs and other members of the Society was similar in every instance. Specific objection to any particular section or word was not as a rule taken, but strong opposition was offered to the assumption by Government of power to take over any portion of their tribal lands, even though with the declared intention of administering it for the benefit and profit of the community. It was urged that from time immemorial the control and management of the land has been vested in the people themselves, that the Ordinance is in effect an endeavour to attain the same object as that attempted by the Land Bill of 1897, and that no deterioration of forest land under present conditions and no advantage to be derived from its administration by an official department can justify the Government in assuming an authority which belongs to themselves alone.

155. Inasmuch as the general principle of the Ordinance now under consideration is similar to that of the earlier measure which was withdrawn, their objections have been in no way met or modified by the amendments made in the present Bill. They point out that if it becomes law the Government may assume possession of their land on the plea of establishing a system of conservancy, and then put it to other uses, even alienating it to third parties for commercial purposes and thus arrogating to itself the rights and privileges of ownership which are vested only in the tribe. No one of all the persons who gave evidence before me could be induced to show the smallest interest in the preservation of forests, or to admit, when the system was explained to him, that the country would be any better for its introduction. They had certainly consulted together as to the reply to be given in the event of their being unable to dispute the proposition that conservancy results in the improvement and preservation of a valuable national asset, and the answer invariably made was to the effect that if Government wants the forests preserved it should give them the necessary instruction and leave them to do it for themselves.

156. The attitude of those who oppose the Ordinance may be described as obstructive to improvement and apathetic of consequences. In view, therefore, of the strong case which has been made out by Mr. Thompson for immediate action to restrict the further wholesale destruction of forests and to regulate the indiscriminate depletion of their produce, I have no doubt that it is incumbent on the Government to take measures to check further waste and improvidence. While, however, the law should be enacted upon lines which will empower the Government to effect the conservation of forest lands by rules and methods similar to those which are being successfully employed elsewhere, it is necessary that regard should be paid to the extreme jealousy with which the natives will view any provision which may bear the construction of interference with their ancestral rights. The Bill, as at present prepared, should therefore be so altered that its scope may be limited to the selection, demarcation, constitution and maintenance of reserves, and no terms should be incorporated which by expression or implication will confer upon the Government the power of dealing with reserved areas in a manner not essential to the formation of an effective system of conservancy.

In order to attain this end, it appears to me desirable that the Ordinance should be amended in the manner and to the extent indicated below.

157. Section 2: " Unoccupied land." The people take exception to the use of this term, contending that it implies the existence of land over which no right of ownership or occupancy is practised or claimed, and that the expression is inconsistent with the fact that all land is the property of some tribe or individual. The objection is probably not of much real value, but it would seem expedient to meet it by substituting some other term, such as " undeveloped land " in Section 2, and in other parts of the Ordinance in which the term " unoccupied land " occurs.

158. Section 5. After the word " collect " in the third line, delete the word " rubber," and insert the words " forest produce." Also in the sixth line delete the word " rubber " and substitute the words " forest produce." The provisions of the section as it stands are not sufficiently inclusive. There is no necessity to specially mention rubber, because it is included in the definition of forest produce, and the section now leaves other forms of forest produce untouched, neither prohibiting their collection nor providing a penalty for taking them. Incidentally, also, the marginal note is incorrect. The " &c." is surplusage and inaccurate, as no produce except timber and rubber is mentioned.

159. Section II. (iii.) (*c*). The use of the word " lease " in this sub-section is one of the matters which has caused apprehension in the native mind. It appears to them to forecast an intention by Government to dispose of portions of reserves to third parties by lease. I am personally of opinion that such a construction cannot reasonably be placed on the sub-section, as all that appears to be intended is that Government shall take a lease from the landowners. Such an arrangement, however, constitutes procedure which I conceive to be unnecessary, and hold to be inadvisable. The reservation of the forest by means of the order of the Governor in Council (Section II. (i)), and the power of management vested in the Government (Section II. (iii) (*b*)) is all that is necessary in order to place the control in the hands of those in whom it is desired to vest it. No advantage will be gained by providing alternative procedure which is open to the objection that alienation by lease temporarily removes ownership from the tribe to the Government, and invests the Government with power to create subsidiary tenures by sub-lease or otherwise, the terms of which may possibly be at variance with the purposes for which the reserve was created. I think that Sub-section (*c*) should be struck out.

160. In the following sub-section it is provided that two-fifths of the gross receipts shall be paid to the landowners. It is presumably intended that the remaining three-fifths shall be retained by Government in order to meet the cost of forest administration. This, however, is not expressly stated, and can only be gathered by inference; consequently, the chiefs look upon this retention as an improper appropriation of revenues which rightfully belong to themselves. Further, a provision effecting distribution of the revenues in certain fixed proportions is open to the objection that the cost of administration can only be accurately estimated when later experience has shown what expenditure is necessary. Three-fifths may prove insufficient to cover expenses, in which case it will be necessary to make up the deficiency from other sources, or it may prove to be more than is required, in which case

the Government will be retaining revenues which the chiefs may reasonably argue should be paid to themselves. If it be conceded that the administration of the forests should be conducted on lines which, while ensuring efficiency, will reconcile the native mind to the new arrangement, it would seem advisable to provide that all the surplus revenues should go to the landowners, and it would be well to substitute for the present sub-section a clause enacting that the nett annual profits of every forest reserve, after deducting the cost of administration, shall be so disposed of.

161. Certain portions of Sections 14, 15, and 16 appear to me to be open to grave objection, inasmuch as they indicate that when Government has secured the control of a forest area by the creation of a reserve, it proposes to lease or otherwise dispose of portions of it to third parties, or to give authority by way of licence to collect and remove forest produce. The declaration of such intention is one of the points which has aroused the hostility of the chiefs to the measure. They are not satisfied that Government will be content with using its powers merely to effect the collection of forest produce, but anticipate that once such powers have been taken, the reserves will be cut up and alienated as concessions or leased for purposes in no way connected with forest conservancy.

Having regard to the wording of these sections I should hesitate to say that such anticipations are devoid of foundation, and I think that the people have reason on their side in objecting to provisions which empower the Government to vest in other persons any interest in reserves of which it has undertaken the management.

162. When once a reserve has been created, it should be worked and developed solely by the officers of the Department, or by such officers in collaboration with the native owners. The marking and felling of timber, the construction and clearing of lines and paths, the collection of forest produce, and the duties connected with the process of re-afforestation should be performed only by such officers, or by the owners under their direction, and persons unconnected with such management should be admitted to the reserve only when, as prospective purchasers of felled timber, they desire to inspect the logs, or when as actual purchasers they come to remove them.

163. It will probably be objected that the management of reserves upon such lines is unusual, and will necessitate the employment of a larger departmental staff than has been contemplated, but the reply to such contention is that special local circumstances require the adoption of a special system. It must be borne in mind that inasmuch as the creation of a reserve effects no change of ownership, the Government will be dealing with areas which are not, as in other places, the property of the Crown or State, but are the jealously guarded possession of the people. While, therefore, it is desirable that the interests of these people and their successors should be advanced, and their improvident methods of woodcraft checked, by the creation and development of reserves, it should be made clear to them that operations will be conducted only by the Department or by themselves, and that no opportunity will be given to others to acquire rights in such areas. Moreover, as the cost of the establishment should be a first charge upon the forest revenues, it does not seem open to argument that the employment of a larger staff will prove detrimental to any party interested.

164. I therefore deem it advisable that Sections 14, 15, and 16 should be so recast as to abrogate the power which has been taken by Government to grant concessions, leases, or licences in reserved areas, and to limit operations therein to action by the department or by the owners of the land.

165. An addition should be made to the Bill to deal with an important point which appears to have escaped attention. In an earlier portion of this report I have endeavoured to show that in many instances the land appertaining to the stool constitutes the whole, or nearly the whole, of the land which is available for cultivation by the tribe. It is therefore essential to provide that under no circumstances shall more than a certain proportion of stool land be appropriated for the purpose of reserves. Otherwise it is conceivable that the whole of the land attached to a stool might be so appropriated, when the people would be deprived of their natural means of subsistence, and the tribe would probably be broken up and dispersed. The question of the maximum portion which may be taken may with propriety be left for consideration by the local authority, but I should be inclined to fix it at not more than one-third. Further, this is a

matter in which the Provincial Commissioner should be consulted in each case, as the officers of the Forest Department will not as a rule have knowledge of local requirements, and their views will more probably be based upon the suitability of the forest for conservancy purposes than on the legitimate needs of the native community.

166. The suggestion made by the chiefs that the forests should be left in their own hands, and that Government intervention should be confined to teaching them how to manage them, is not a practical proposal worth serious consideration. There is no real desire on the part of the people to conserve the forest land—they are naturally careless and wasteful in their methods of dealing with it, and they are quite unconvinced that any alteration will tend to the advantage of the country. Even, therefore, if it were possible to organise a system of instruction which would instil into the chiefs a knowledge of the elements of forestry, nothing short of the strictest supervision and direction, amounting in practice to compulsion, would suffice to ensure the effective application of that knowledge by the present generation.

The only practical way in which information on the subject can be gradually diffused, and some interest in the work of improvement eventually aroused, is by selecting the subordinate outdoor staff of the Department from among the young members of the better classes of the people. The work of selection is one in which the chiefs may advantageously be asked to co-operate. Possibly at some time in the future there may be found native members of the staff possessed of sufficient experience and capacity to be qualified for higher positions and entrusted with more responsible work, but at the present time delay in the production and enforcement of a Forest Ordinance entails further loss to the country, and the duty of enforcing the provisions of such a law can only be entrusted to those who are conversant with approved methods. It is out of the question, therefore, to rest satisfied with attempts to impart instruction to the people, and nothing less than the continuance of the policy which prompted the introduction of the measure which has recently been passed, can prevent the ultimate destruction of the already seriously depleted forests of the Colony.

167. I look upon the opposition offered by the chiefs as devoid of any substantial foundation, other than the apprehension that Government may be intending to vest interests in reserved areas in third parties. I think that the knowledge that such power has not been taken would go far to modify that opposition, and I advise that the Ordinance be passed and put into force after it has been amended in the manner which I have indicated in the preceding paragraphs.

H. CONWAY BELFIELD.

18 June, 1912.

A.

NOTES OF EVIDENCE RELATING TO PARTS I. AND II. (GOLD COAST).

(1)

The Honourable the COLONIAL SECRETARY (Brevet-Major H. Bryan, C.M.G.), states:—

My experience in the Gold Coast Colony extends over a period of 8 years, I having come here first in November, 1903.

2. As to ownership of land, all land in the Colony, whether waste land or otherwise, is owned by someone. In addition to the forts and adjacent lands, other portions have been acquired by the Crown for public purposes under the Ordinance for the acquisition of land. It has generally been accepted that every yard in the Colony has an owner. People have occasionally attempted to take possession of land, but some chief has always come forward and claimed it.

Some years ago, in 1905, I think, I incorporated in the annual report in the blue book for that year, a short chapter on the ownership of land in the Colony, and I have repeated it every year since with modifications.

I would divide the land roughly into three classes; the stool or tribal land, the family land, and the land (a very small proportion of the whole) which is private property. The latter is almost entirely confined to the towns, and has been purchased by merchants for shops and by natives for other purposes.

There is a distinction between stool and tribal land. The revenues from stool land go to the occupant of the stool for the time being to support his dignities, and the tribal land is common land and is let out for the use of the tribe, which usually takes the form of agriculture. In the latter case one-third of the produce (or rather of the proceeds of it) goes to the occupier of the stool to be used for the general good of the tribe.

Stool land cannot, according to native custom, be permanently alienated, but the occupants of the stools, with the advice of their elders (although this is not always taken), often do part with land for a specific term of years for a consideration. The tribal land is also alienated in the same way.

3. No specific cases of neglect of the interests of the people have been brought to my notice, but possibly cases have been reported to the officer for native affairs. In the ordinary course they would be reported by the Secretary to the Court.

4. The procedure that should be followed by applicants for concessions is as follows:—

First of all the applicant, having prospected the land, and made up his mind what portion he desires, goes to the Chief and applies for a certain area, and the extent and boundaries are defined as nearly as possibly without a survey. The consideration is settled between the Chief and the applicant in the first instance, before the Government deals with the matter at all. Next the applicant sends a notice to the Registrar, who causes it to be filed in the prescribed form. These notices are registered, filed and numbered by the Registrar of the province in which the concession is situated. After it has been ascertained that they are in proper form they are sent to the Colonial Secretary, and are gazetted for general information.

That having been done, and the Registrar of the Court having satisfied himself that all is in order, the holder of the concession asks the Judge to hold an inquiry. After the gazetting of the notice a day is fixed by the Registrar for the hearing of the application in accordance with the provisions of Section 6 of the Ordinance.

The notices to the interested parties under rule 8 are then served.

These formalities having been complied with, a date is fixed for the hearing of the inquiry.

The decision of the Judge must be on the evidence put before him. He will decide upon the adequacy of the consideration, and, if necessary, vary the terms. He will also see that the period and area of the concession are in accordance with the Ordinance. If satisfied he will issue an order of survey, if survey has not already been made. The order is sent to the Director of Surveys, who will require deposit of the prescribed fees.

Survey having been completed, the plans are forwarded by the Director of Surveys to the parties who pay for them.

I take it that application is then made to the Court for a date to be fixed for the final hearing.

Upon final inquiry any new matter would have to be settled in the presence of the grantor and grantee. It would have to be shown that the area surveyed was that originally mentioned, that it conforms to the details originally agreed upon. It would possibly be modified by the Court.

It may be that an area stated in the original agreement to be 3 square miles is found on survey to be 3½ or 4 square miles, and in that case the agreement would have to be altered in accordance with the survey.

In ordinary circumstances the granting a certificate of validity follows the survey in due course.

As a matter of practice considerable delay usually arises between the first filing of the application and the granting of a certificate of validity. Such delay may amount to 12 months or more. It may be due to several causes. As far as the Government is concerned, it is mainly due to the fact that the survey department is not strong enough to cope with sudden rushes of work. Suddenly, people come along, as happened 18 months ago, and want a number of concessions surveyed, and the ordinary staff of the department cannot deal with such a demand. In the case I refer to we had to make special arrangements, and a number of extra men were brought out.

5. A point that strikes me as being quite wrong is the procedure by which the holder of a prospecting licence is allowed to go direct to a native Chief and arrange terms without the knowledge of the District Commissioner. I hold that the District Commissioner stands

in loco parentis to the native Chief: he should know of the Chief's desire to alienate his land, and I consider that it should not be alienated without the concurrence of the District Commissioner. It may happen that the Chief, who is often illiterate, may be advised by a solicitor who is also acting for the applicant. He takes fees from both parties, which is one of the weakest points in the whole business. No would-be concessionaire should be allowed to have dealings with a Chief without the cognizance of the District Commissioner.

6. Generally the Judges have carried out the work entrusted to them under the Concessions Ordinance with great care, yet by reason of the fact that they do not personally visit and inspect with the Chief concerned the land forming the subject of the concession, they are not in a good position to decide how far the terms of the agreement are equitable.

7. The only alteration that strikes me as being practicable is to remove the alienation of land and questions relating thereto from the Judges to the executive officers.

I also suggest that all applications should be made in writing and be submitted in the first instance to the District Commissioner.

There should be a file of applications in the District Commissioner's office.

The District Commissioner should consult with the Chief concerned, and acquaint him with the terms asked for, at the same time giving his own opinion upon them.

Approval of any application should only be in such terms as the District Commissioner and the Chief are able to agree upon.

I consider that if the terms of concessions can be definitely standardized, and ratified by executive order, it would not ordinarily be necessary to refer the matter further than the District Commissioner.

I am of opinion that in addition to the record of lands alienated kept by the District Commissioner, a duplicate of the deed should be sent to the Colonial Secretary's office for registration there.

When the Provincial Commissioner has signified to the District Commissioner his approval of the terms, the latter should issue an order of survey on the survey department, at the same time receiving from the applicant the requisite deposit.

I agree that the applicant may reasonably be given the right of occupation pending the completion of survey, subject to the stipulation that he takes the risk of going outside his eventual boundaries, and upon the understanding that rent accrues due from the date of occupation, or in any event from the date of the lease.

8. With regard to prospecting licences (schedule B of the Concessions Ordinance), these documents are at present issued by the Government upon application made to the Secretary. No period has been fixed for the continuance of such licences and at present there is no limit thereto, neither is there any limit to the areas for which the licences are available.

9. The application should be made in the first instance to the District Commissioner, who should satisfy himself as to the bona fides of the applicant, and he should have power to withhold licences if he thinks it necessary to do so. I would limit the area within which a man may prospect to the district in which he applies for a licence. I think it would be advisable to limit the area of prospecting licences as much as possible, but in the absence of well-defined boundaries this would not be possible at present. I would also make the term for which the licence is available a definite period, say 12 months, and I would reduce the fee to £1. At present the fee is £5, and there is no limit to the term.

10. The practice of granting options in the Colony has arisen in consequence of the desire of prospectors to hold over selection of definite areas until a later date. The Chiefs have been in the habit of giving the refusal of areas for various purposes for a pecuniary consideration. Unless it can be shown that hardship is likely to be inflicted to grantors and grantees by the elimination of the right to grant options, I am in favour of the abolition of this right in order to simplify the whole system of alienation of land. I would lay down a limit of six months during which the holder of a prospecting licence would have to make his final selection.

11. With regard to the areas granted under the Concessions Ordinance, I would leave this as it is at present, unless it can be shown that the land so alienated is so excessive as to be a disadvantage to the Colony and to the native inhabitants.

12. As to the period of leases, I should not feel inclined to vary it either in the case of mining or agricultural land until it has been demonstrated that the increase in population of the country has become so material as to leave to the natives less land for their own operations than they may reasonably require.

13. Dealing with the views expressed by Chief Mate Kole on the subject of increase in population, I am inclined to think that what may be the case in the particularly flourishing agricultural district over which he presides would not be so generally the case in other districts of the Colony. The census figures for the last three periods are contained in the Governor's address to the Legislative Council. They are as follows:—

1891	...	...	...	...	...	1,473,882
1901	...	...	...	...	...	1,486,433
1911	...	...	...	...	...	1,500,000

14. With regard to the period during which concessionaires of mining land may continue to occupy such land prior to the commencement of actual mining operations, I consider that the conditions should specify the limit of time within which operations should commence. Concessionaires should be compelled, in the absence of good reason, to commence within such specified time. Provided good cause were shown, the Provincial Commissioner could approve extension for a stated period. If a concessionaire fails to occupy and mine the land within the prescribed period he should forfeit his rights.

15. I think in the case of agricultural concessions it should be made a condition that a portion of the area leased should be brought into effective cultivation during each year under penalty of forfeiture of such land as has not been cultivated.

16. I consider that all pecuniary considerations in respect of concessions granted should be paid to the office of the District Commissioner, whether in the form of a lump sum or of annual rent. I should be in favour of a proportion of the capital sum and rent so paid being retained by the Government and expended for the benefit of the district in which the concession is situated. The District Commissioner would thus have under his charge an important fund which would be devoted to the general improvement of the district by constructing new, or improving existing roads; by assisting the Chiefs to establish elementary schools; and such other purposes as, subject to the approval of the Provincial Commissioner, the District Commissioner may consider advisable. If the retention of a portion of such premium and rent (say one-third) is approved, it might be advisable to fund the money and appropriate the interest accruing from it as suggested above. Such an arrangement would, however, be open to the objection that the sum available would be so small as to be of very little assistance in the development of the country, and it may therefore be preferable to devote the whole of it to such improvements. Personally I do not think that the Chiefs would object to such an arrangement, but I fear they will be instigated to do so by their legal advisers.

17. As regards the money to be handed over to the Chiefs, I consider that the expenditure of these sums should be supervised by the District Commissioner in order to ensure that they are not misappropriated by the Chief.

18. The alienation of land to Europeans is certainly beneficial to the natives, as I am satisfied that they benefit by the opportunity afforded them of earning regular wages, at a higher rate than they would otherwise obtain, by giving them a chance of attaining to the rank and emoluments of skilled mechanics, and by offering to such of them as are engaged in agricultural pursuits a regular market for their produce at prices possibly in excess of those paid as between themselves. Agricultural concessions offer object lessons to the natives and enable them to acquire improved methods of cultivating and preparing economic products.

19. I am quite satisfied that the late Chief Justice and other Judges to whom I have spoken in this matter have taken particular care to see that the letter and the spirit of the Concessions Ordinance has been carried out, and that other persons besides the Chief himself are heard. I consider that if the procedure laid down in the Concessions Ordinance has been carried out, and I have no reason to question this, all persons likely to be interested in the land forming the subject of the concession have had full opportunity, if they so desired, of being heard by the Court prior to the granting of the certificate of validity.

20. The adequacy of the consideration paid in respect of concessions granted has been ensured by the consent of the Chiefs and the approval of the Court. In the case of concessions hereafter granted I suggest that the adequacy should be ensured by fixing the amounts in accordance with the views of the Chief and the District Commissioner in consultation.

21. I am in a position to say that a considerable proportion of the consideration received by the Chiefs is expended in the liquidation of stool debts. These debts have been incurred in very many instances by litigation. I regret to say that it has been brought to my notice in a number of cases that the greater the Chief's revenue arising from concessions, the greater is the number of his legal advisers, and the amount of his debt.

22. With regard to the question as to:—

"How far the alienation of native land to Europeans which is going on in the Gold Coast threatens—having regard to the probable increase of population—to deprive the natives of adequate land for their subsistence?"

I put forward the following considerations:—

(*a*) The area of land alienated in the Colony under the Concessions Ordinance, 1900, was, on the 31st of December, 1911, 879·077 square miles out of a total area of, approximately, 24,335. Of this total area, 9,723 square miles are situated in the Western, 4,626 square miles in the Central, and 9,986 square miles are situated in the Eastern Province.

The area alienated in each province is:—

Western	824·245
Central	7·342
Eastern	47·490
	879·077

(*b*) The Census Report, 1911, puts the population of the Colony at 853,766, distributed as follows:—

Western Province	164,413
Central Province	247,121
Eastern Province	442,232

The average number of persons to the square mile is given as below:—

Colony	35·0
Western Province	16·7
Central Province	53·4
Eastern Province	44·3

The appended statement shows the incidence of areas alienated and the population to the square mile:—

	Sq. miles alienated.	Pop. per sq. mile.
Western Province	824·245	16·7
Central Province	7·342	53·4
Eastern Province	47·490	44·3

It is apparent, therefore, that, approximately, the area of land alienated in the thinly populated Western Province is fifteen times as great as that alienated in the two agricultural provinces.

(*c*) At the present time, mining or prospecting is in progress on some 70 concessions. Taking the average area *actually occupied* for mining and prospecting purposes at 180 acres, which, I believe, is a liberal estimate, it follows that the natives are debarred from farming over some 12,600 acres, or rather less than 20 square miles, out of a total of 24,335.

Having regard to these considerations, I am of opinion that the alienation does not at present threaten to deprive natives of adequate land for raising foodstuffs.

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(2)

The Honourable The Attorney-General (Mr. Arthur Hudson, K.C.), states:

I have held my present position since October, 1908, and I have been intimately connected with the working of the Concessions Ordinance. I will confine my attention entirely to the Colony.

2. The procedure to be followed before a concession is granted is as follows:—First of all the would-be concessionaire interviews the Chief in whose territory he desires to obtain a concession. So far as anything is laid down it rests with the Chief and elders to come to an agreement with the applicant. Assuming that the parties have come to terms the next step is that within six months of the date of agreement the concessionaire must file notice with the Registrar of the Court in the province in which the land is situated, and the next stage is that notification is published in the Gazette. A copy of this notice is affixed in all the Courts and copies are served on all parties concerned. The date is then fixed for the hearing, when the Court reviews the concession before giving its certificate of validity. It must assure itself on the following points. The concession must be in writing, and the Court must be satisfied that the parties making the concession are the proper parties to do so. It must satisfy itself that the concession has not been obtained by fraudulent means, that good and proper consideration has been given, and that the terms are equitable. Further, it must satisfy itself that the rights of the natives as to shifting cultivation, collection of firewood, and killing of game are properly reserved. There must be an interval of three months after the notice and before the inquiry as to the validity of the concession, this being to give an opportunity to any parties who consider themselves aggrieved to intervene. Then the inquiry comes on before the Court. The Attorney-General has power to intervene, or any other person may intervene after having obtained the authority of the Attorney-General. In giving its certificate of validity the Court has power to impose conditions, and I think that is a very valuable provision. For instance, it has power to say that operations under this concession must begin within a certain time, so that land may not be tied up or used for speculative purposes, and generally to impose obligations. If obligations are imposed and are not complied with, the Attorney-General has power to move the Court to determine the concession, or otherwise to ask the Court to order that the conditions be complied with, to award damages for non-compliance, or to make any other award that seems just. If the Court declares that the concession is valid, then it grants what is called its certificate of validity. In the certificate of validity there should be set out the boundaries, situation, and extent of the land. I may say that in some cases in the past the Court has not always been careful to observe this. The attention of the Judges was drawn to this non-observance of the law on their part, and I think certificates of validity are now carefully drawn. The nature of the concession should be set out in the certificate, and, of course, any modifications or conditions that the Court has imposed which vary the terms of the original agreement. The certificate is signed by the Judge who has been inquiring into the matter, and if the Court considers that the concession is invalid, that is, if it refuses its certificate, it makes such award as seems fair to it. In almost all cases the Court in the first instance makes an order of survey, whereupon the applicant is under obligation to deposit the survey fee before he can approach the Court for the certificate of validity. I do not, however, know of any case in which the final application for a certificate has been refused after survey.

3. I have had no experience of the alienation of native land elsewhere.

4. I do not know of any instance, other than the West Coast of Africa, in which the duty of supervising the alienation of land has been entrusted to the Supreme Court.

5. The only cases of delay in granting certificates of validity of which I am aware are those arising from the inability of the survey department to carry out work with despatch, and the time limits imposed by the Concessions Ordinance. Any other delay is probably caused by inaction on the part of the concessionaire.

6. I am of opinion that no land in the Colony other than the forts and their immediate surroundings, and such land as has from time to time been acquired by the Government for

specific public purposes, can be considered to be Crown land. I acquiesce in the opinion that all land in the Colony is owned by someone. Ordinarily the land belongs to a chiefdom. Usually in every chiefdom so much land belongs to the stool. This land is not actually rented by the stool, but is let out to families, who live upon it.

7. I should say that on the whole the present system is satisfactory, or nearly so; I mean that, while it is, no doubt, capable of improvement, I am not in favour of the control being transferred to the Executive. My reason for this opinion is a disinclination to disturb a system that is working fairly well. In a minute that I wrote on this subject I threw out suggestions as to directions in which I considered the Ordinance could be improved.

8. The Executive might possibly exercise more control over the original agreement made between the Chief and the would-be concessionaire, but I am of opinion that the control of concessions should be left in the hands of the Supreme Court. One reason why I advise that in land matters the Supreme Court should continue to be the authority, and that such authority is preferable to the exercise of similar jurisdiction by a Provincial Commissioner, is that I believe a capitalist applying for a concession would have greater confidence in investigation by judicial authority than in that of an executive officer. A further reason is that a concession is a contract to which one of the parties will probably be a native, and, apart from concessions, all other contracts of whatever nature may have, in case of dispute, to be dealt with by the Supreme Court. In my opinion, complaints against administration by the Court which may have arisen in the past are attributable more to oversights in individual cases than to any specific weakness in the system under which the alienation of land is administered.

9. Regarding the period for which concessions should be granted, I am of the opinion that in the case of timber concessions for large areas the term should be reduced from 99 years to 70 or 75 years. I do not advise any change in the period in the case of mining concessions, as the area that can be held is small and the capital invested must necessarily be very much larger than in the case of a timber concession. I do not see any reason for making alterations in the areas prescribed by section 20 of the Ordinance.

10. In the event of the repeal of the Concessions Ordinance and the substitution for the present system of a scheme investing the executive officers with authority to supervise the alienation of land I have no doubt that some legislation will be necessary immediately on the withdrawal of the existing Ordinance in order that parties interested in concessions may be compelled to proceed in accordance with the conditions prescribed by the new system, and precluded from effecting negotiations in a manner unauthorised thereby. No doubt the essentials of what the Government require can be provided in a very short enactment, but some immediate substitute for the Concessions Ordinance there must be.

11. So far as figures can be illuminating, statistics have been worked out which show that only a very small proportion of land has as yet been alienated; moreover, of this alienated land, *e.g.*, for mining purposes, a great deal will still be usable as farm land. It is, therefore, most unlikely that the alienation of land to Europeans will be prejudicial to the native population.

Whether the ultimate effect of such alienation will prove a benefit or a misfortune must depend, I think, very largely on the educational and civilizing forces of the Colony.

12. As far as I have information to enable me to form an opinion, I should say that, in practice, the Chiefs alienate land with the concurrence of their headmen and elders. How far or how little they consult the tribe as a whole I am not in a position to say.

13. It is the duty of the Court to see that the consideration for the concession is adequate before granting a certificate of validity—*vide* section 11 (4), Ordinance 14 of 1900.

14. It depends largely, no doubt, on the character and enlightenment of a particular Chief as to whether he spends his concession rents for the benefit of the tribe or on personal luxuries. In some cases the rents are appropriated between the Chief, his elders, and the tribe (the stool).

I think a beginning might be made by the Government calling on the Chiefs who receive concession rents to furnish a balance sheet showing the moneys received and how the same has been, or is being, expended. If the Chiefs demur to doing this voluntarily, it could easily be enforced by an enactment.

15. The concessionaire must take the steps preliminary to applying for a certificate of validity within six months of obtaining his concession (section 9 of Concessions Ordinance).

The Court has power under section 13 of the Ordinance "to impose such conditions with respect to the issue of any certificate of validity as to the Court shall seem just." Presumably the Court could impose a condition that mining operations, rubber collecting, or timber cutting should be commenced by a certain date.

The Concessions Ordinance might be strengthened for the purpose under consideration by the incorporation of section 50 of the Ashanti Concessions Ordinance.

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(3)

The Honourable Thomas Hutton Mills, Member of the Legislative Council and Barrister-at-Law, states:—

I am a Barrister-at-Law, practising in Accra and in the Colony generally. I was called to the Bar in June, 1894.

2. I have had many opportunities of observing the working of the Concessions Ordinance, and have a practical acquaintance with land tenure and the rights of the people generally in respect of land.

3. The interest of the Crown in the land in the Colony may be described as follows:—

Firstly, the forts along the coast, and the areas immediately surrounding them.
Secondly, such land as the Crown has acquired under the public ordinance for public works.

The Crown has no right or interest in any other land.

4. There is no land in the Colony without an owner; it is all the property of some tribe, family, or individual.

5. I am inclined to think that the owners of the land are able to define their boundaries. Intertribal boundaries are easily ascertained. Lands belonging to families and individuals can in a similar manner be demarcated. Also land belonging to native companies (companies of war distinguished by specific names and numbers) can in the same way be described and marked out.

6. The land in the Colony may be classified as follows:—stool land, tribal or family land, and land which is the property of individual owners. Stool land is land belonging to a town and its people, and is managed by the occupant of the stool, who may be a head Chief or a sub-chief. Tribal land is land owned by various tribes. Such land would belong to the stool and be administered by it. Family land is land possessed by a family, and is administered by the head of the family for the use and benefit of the members. Individual land has generally been purchased from families by Europeans.

7. Owners of land have the right to alienate with the concurrence of their stool or tribe. They can either lease it for a term or sell outright. The disposal of property generally takes the form of a lease for a term of years, the consideration being a lump sum supplemented by an annual rent.

8. By native custom it is obligatory that money received as consideration for land leased should be deposited in the treasury of the stool. The Chief has no right to deal with money so obtained, or to dispose of it without the consent of the sub-chief or councillors. As far as I am aware, speaking particularly of the Eastern Province, the Chiefs give a portion of the consideration money to the head Chief or paramount Chief, and portions of the consideration money and rent are subsequently shared amongst the sub-chiefs, councillors, and other representatives of the stool, who are entitled thereto. The money is therefore all absorbed in this way by the representatives of the tribe at the time it is paid. Hitherto it has not been spent for the good of the country. Therefore, those who will succeed the present occupiers will receive no benefit from the payment of consideration money to their predecessors, although, of course, they will receive the annual rent.

9. Having regard to the development of the Colony in the matter of civilisation and education, it would, in my opinion, tend to the advancement and security of the people if a portion of the moneys paid on account of the alienation of stool lands were reserved to form a fund for the use of future generations of the tribe. I should say that in the first instance the money should be handed to the Chiefs, who should dispose of it in a manner to be prescribed. My suggestion as to a deduction being made from the consideration money would also apply to the annual rent.

10. In the first instance the intending lessee, or his agent, negotiates direct with the owner of the land for the leasing of the block which he desires, and terms are arranged direct between themselves in most cases, without any educated person being present to protect the interests of the Chief. I am of opinion that this arrangement is not advantageous, because it is within my knowledge that arrangements have been made as to fees, which would not have been ratified had the Chief had proper advice or understood the position. It happens sometimes that the applicant provides himself with an interpreter, who may be desirous of getting the property as cheaply as possible. In my opinion the safer course would be for the Government to acquaint the Chief and his councillors with the advisability of taking legal advice on the subject of the preliminary negotiations, and if the Chiefs are unwilling to do this they should be compelled to be guided by the advice of the District Commissioner. I consider that in every such negotiation the Chiefs should act in one or other of the above ways. In the event of the negotiation being conducted through the instrumentality of the District Commissioner, I advise that the terms settled should be subject to confirmation by the Governor before the lease is executed.

11. On completion of negotiations the terms are embodied in a lease (in duplicate), which is signed by both parties. Both copies are taken by the lessee for stamping and registration, and one copy is then filed with the Registrar of the Concessions Court. The documents supplied to the Court are certified copies of the lease. This arrangement is made in order that the original may remain in the hands of the lessee.

12. The next step is to gazette a notice under the Ordinance, and after the expiration of the prescribed period, inquiry into the terms of the concession is made by the Court. At this first inquiry the matter proceeds no further than an order by the Court for the survey of the land. No question of the issue of the certificate of validity arises at the original hearing. It is then the duty of the applicant to deposit the survey fee with the Director of Surveys. Nothing further is done until survey is completed and the plans prepared. Upon completion, the applicant receives the plans from the survey department, or, occasionally, they are sent to the Court. The case is then sent down for final inquiry. The persons whom the Court shall summon to give evidence as to the genuineness of the concession are the head Chief of the town or district in which the land is situated, and the owners of adjacent properties. The head Chief is invariably subpœnaed, but his accredited linguist is usually allowed to represent him in Court. The linguist is an officer who is presumed to have detailed and expert knowledge of the situation, and particulars of all lands in the district presided over by the Chief whom he serves. In the majority of cases the linguist does represent the Chief, and he is usually

accompanied by the councillors and sub-chiefs. Sometimes there are two linguists—one to check the other in points of fact. In addition to the evidence given by those interested in the concession, evidence is taken by the Court from the proprietors of adjacent lands, in order to avoid subsequent conflicting claims. If the Court is satisfied as to the terms and conditions, and there is no opposition, a certificate is now granted. It is, however, possible under the present system, that after the applicant has incurred considerable expense for survey and other causes the application may be refused, and the money wasted. The remedy for this state of affairs is that the survey should be postponed until after the certificate of validity has been granted.

13. The time that elapses between the preliminary negotiations and the granting of the certificate is usually very considerable. I have known cases where an interval of one or two years, and sometimes more, has thus occurred. I am of opinion that these periods should be considerably shortened, and in this respect the working of the Ordinance cannot be considered satisfactory. Delay is usually due to non-payment of the survey fees by the lessee or the inability of the Survey Department to carry out its work with despatch. I am not able to give any instance in which the delay has been attributable to the Court, but this remark is confined to the Court of the Eastern province, as I am not fully cognizant of what takes place in the Courts of the Central and Western provinces.

14. I am of opinion that the areas prescribed by the Concessions Ordinance for mining and agricultural leases are reasonable, and should be left as they are for the time being. Nor do I see any necessity for altering the period of 99 years prescribed in the case of mining land. As regards timber concessions, I would reduce the area granted from 20 square miles to five square miles. I desire to say, however, that these opinions are in no sense those of practical experience, and that if it can be shown that the interests of the country will be advanced by any alteration of either area or term I would not desire to press my own views.

15. I have reason to believe that the practice exists, by which the holders of mining concessions have attempted, or are attempting, to make use of the surface of the land leased for purposes other than those connected with mining, and I think that in the case of some existing concessions such right has been incorporated in the terms of the indenture. I agree that the surface rights of mine owners should be limited to matters immediately appertaining to mining operations.

16. In the case of mining lands I consider that a period should be prescribed within which the miner should commence work, and that he should be under liability to continue his work thereafter without intermission, unless for good cause shown he succeeds in obtaining from the Government a certificate of exemption for a stated period, as is granted in other countries. Failure to conform to this obligation should entail forfeiture. With regard to agricultural land I agree with the principle that the lessee should be under obligation to cultivate a specific portion of the area leased within a stated period, and that failure to comply with such condition should render the uncultivated portion of the land liable to forfeiture.

17. Having received explanation regarding the system under which licences to collect natural forest produce are issued in other places, I think it possible that some similar system might be adopted with advantage in this Colony. Such a system would be advantageous inasmuch as it would dispense with the cost attendant upon the survey of large areas, and would leave the land available for such operations by the native population as the inhabitants of the district may require. The boundaries of the land to be included in such licences need only be roughly described. The licence fee need not be large, nor the period of its continuance lengthy, while the interests of the land owner would be preserved by placing upon the holder of the licence an obligation to pay to him a prescribed percentage of the market value of the produce removed from the area covered by the licence.

18. If the alienation of land proceeds at the same rate as in recent years I consider it probable that the natives may find the area at their disposal more restricted than is desirable. One remedy for that would be to reduce the areas of land alienated by concessions. The Chiefs and other educated natives, not having before them ocular demonstration from maps and plans of these areas, have little conception to what extent alienation has proceeded. On the question of increase of population I am unable to express an opinion.

19. The fact that Europeans are working in the midst of the native population is likely to prove of advantage to the latter in the following ways:—

By exemplifying the advantages derived under scientific manuring of the soil.
By making them acquainted with the planting of new products.
By giving them ocular demonstration of improved methods of planting.
By giving them an opportunity of learning how to prepare produce for the market on the most approved methods.

20. I would leave the control of alienation of lands in the hands of the High Court. My reasons for this are that the people have implicit faith in the Court, and that there is always the right of appeal to the full Court and finally to the Privy Council.

21. In my experience the Court requires to be satisfied that the proper parties have agreed to the arrangement before it will consent to the issue of the certificate of validity.

22. As a general rule the Chiefs have been persuaded to receive smaller considerations for concessions than they would have expected if they had had a true conception of the transaction. I think that a general standard of adequacy might be arrived at by a conference between the Supreme Court and a body of mining experts.

23. So far as I know the consideration is distributed amongst the Chiefs and heads of the tribe, and it is apparent that the tribe as a whole derives no benefit from it. In this answer I confine myself to practice in the Eastern province.

(4)

Mr. Francis Thomas Dove, Barrister-at-Law, states:—

I have been personally acquainted with this Colony since July, 1897, and have practised here ever since with the exception of short holidays.

2. As far as I know, it is contrary to the native idea that land could possibly be without an owner. It follows, therefore, that every piece of land is owned by somebody, but in many cases owners do not know the limits of their land.

3. The rights of the Crown as landowner are limited to the coast forts and the ground immediately surrounding them, and to such land as has been acquired under public ordinance for public purposes.

4. The land is divided into three classes: firstly, there is stool land, which forms the principal portion of the whole; secondly, family land, and thirdly, land which is the property of individuals. Some of the latter being in the country districts was acquired before the practice of granting concessions of land for mining purposes had grown up.

5. The occupant of the stool for the time being is the temporary owner of stool land. When the King alienates stool land it is his duty to spend the consideration money upon matters connected with the stool, which includes his personal maintenance, the liquidation of stool debts, and the expenses of the stool. If there is any surplus it should be divided between the King and his representative Chiefs.

6. In the case of family land no alienation may take place without the consent of the head and principal members of the family, but not necessarily of every member. Money received on account of family land, as in the case of stool land, may be divided amongst the members of the family.

7. Coming to the question of the Concessions Ordinance, I am fairly familiar with the procedure under that measure. When a person wants land he makes his application to the Chief concerned. They settle between them the locality and area, the boundaries are approximately demarcated by the Chief, and they also settle the amount of the consideration money and rent. In practice, however, at the present time it has become so well known that the Court almost invariably fixes £50 as the consideration for a concession of 5 square miles, that that figure is usually accepted in the earlier negotiations. In the same way the occupation rent is usually fixed at £10. The terms of agreement are incorporated in a lease, which is taken to the office of the Registrar and there stamped and registered, when the Registrar gazettes a notice in the terms of the Registration Ordinance. Subsequently the applicant files notice in the Court under Section 9 of the Concessions Ordinance, and later he is notified by the Registrar of the date of hearing. The Court being satisfied of the bona fides of the application and that payment has been made of the consideration money and of the rent accruing due at the date of hearing, proceeds no further than to make an order of survey. The survey fees usually run into some hundreds, and occasionally into some thousands of pounds. At the second hearing the survey plans are produced, and the Court then proceeds to consider the granting of a certificate of validity. The applicant is required to pay all rent accruing due up to the date of the second hearing before he can be considered qualified to approach the Court with his application for a certificate of validity. Notwithstanding the payment of these considerable sums he has no assurance that the Court will eventually grant him his certificate, because in the event of any opposition to the claim arising, the judgment of the Court may be given in favour of the other side. I am of opinion that it is inequitable that an applicant should be mulcted of large sums of money and yet be exposed to the risk of having his application thrown out by the Court. It would be preferable that in cases where opposition exists, or is apprehended, the issue should be considered and determined by the Court before the order of survey is made.

8. It is the practice of the Court to summon all parties interested to the hearing, and, generally speaking, I consider that the Court does all in its power to protect the interests of the natives concerned, to ensure the adequacy of the consideration money and rent, and generally to protect the interests of those who are entitled to receive benefit from the alienation of the property. It is, however, a fact, that conditions attached by the Court to certificates of validity vary according to the individual views of the Judge who happens to hear the case. Therefore, as the Ordinance now stands, it is impracticable to lay down any general standard of conditions by which the Court shall be bound.

9. It is matter of common knowledge that considerable delay occurs between the registration of the lease and the issue of the certificate of validity. I know of a case in which the proceedings hung fire for something like four years. So far as I know no portion of that delay can be attributed to the Court.

10. It has been the practice for the Court to ascertain the names of the native persons interested in the alienation of land from one of the clerks of the Court, and thereupon notices of attendance are issued to these persons.

11. I have no reason to be dissatisfied with the arrangement by which the jurisdiction of the alienation of land is entrusted to the Court. I should, however, like to see the Concessions Ordinance amended in certain particulars to facilitate and expedite the present procedure and to reduce expense.

12. I am of opinion that the inhabitants of the Colony would prefer that the Court should retain its jurisdiction rather than that the control should be transferred to Executive officers. My reasons for holding this opinion are:—

That the land is all the private property of the people, not, as in other Colonies, the property of the Crown. The people are therefore entitled to express views on all matters relating to its alienation, which is not the case in places where the land is at the disposal of the Government.

It appears to me that executive officers throughout the Colony are not as a rule endowed with that capacity which would lead the Chiefs and the people to trust implicitly in their decisions, and that it would be necessary to employ for this purpose officers of wider experience.

13. With regard to the areas of concessions granted for mining and agricultural purposes respectively, it is my view that the limitations imposed by Section 20 of the Concessions Ordinance are reasonable.

14. I have no opinion to offer on the subject of the period of 99 years prescribed by the Ordinance.

15. I consider that it would be reasonable to impose upon all lessees of mining land an obligation to commence work within a period of two years from the date of the issue of the certificate of validity, and thereafter to proceed with continuous and effective work. In the event of circumstances occurring enabling the lessee to show good cause for suspending work, it would be necessary to provide for the issue of a certificate of exemption for such period as may be considered reasonable. Failure to comply with this obligation should entail liability to forfeiture.

16. Similarly, in the case of agricultural land, it is desirable to impose an obligation to commence cultivation within a specified number of years. Failure to comply should entail forfeiture of the uncultivated portion. In making the above suggestion I wish to say that these conditions should not be applied to agricultural lands occupied by natives of West Africa.

17. I am not in favour of permitting the exercise by miners of surface rights other than those necessary for the purpose of effectively working the mines. Examples of those which might be permitted are the right to take timber for mining purposes, the right to erect houses for the accommodation of the labour forces, the right to make roads and drains for the transport of materials or introduction or release of water, and the right to grow produce for the consumption of those employed on the mine.

18. Leases are at present issued by the Chief for land on which forest produce may be collected in the same way as they are granted in the case of mining and agricultural concessions. It appears to me, however, that when an applicant desires to enter a specified area merely for the purpose of collecting and removing natural forest produce it would be preferable to authorise him to do so by means of a licence. Such procedure would tend to relieve the applicant of heavy expense for survey and other costs incidental to alienation, while at the same time it would leave the area accessible to the native population, who might be materially inconvenienced if the proprietary rights in the land were vested in the concessionaire. Such licences should convey to the licensee the exclusive right to collect during the term of his licence, as the issue of more than one authority at the same time in respect of the same area would be liable to lead to a conflict of interests and consequent dispute. The term of such licence might with advantage be substantially less than that allowed in the case of leases, and personally I incline to the opinion that a term of 7 years should be the maximum period permissible with a right of renewal if the applicant has been reasonably industrious and is desirous of continuing work.

19. I know of no reason for thinking that the population of the Colony is materially increasing. Any increase, if such exists, is, I think, due rather to immigration than to advance in the number of the resident population.

20. I should say that the alienation of native land to Europeans in those parts of the Colony with which I am personally acquainted has not so far prejudicially affected the requirements of the native population, or deprived them of land which they may have reasonably desired to retain for their personal subsistence.

21. I do not think that the natives in this part of the Colony are much inclined to engage in mining work. They are principally interested in agriculture, and they would reap more benefit from the example set by European planters than from the operations of a mining company.

22. I have seen a good many documents relating to concessions, in all of which the concurrence of the headmen with the arrangement made by the Chief is recorded. The native interests are further safeguarded by the inquiries made by the Court.

23. Inasmuch as the amount of the consideration is agreed upon in the first instance between the chief and the applicant, and is subsequently confirmed or varied by order of the Court, it may be said that the sum paid is adequate.

24. I have already stated that the consideration money is usually laid out in the interests of the stool, and I consider that these interests may be said to represent the general interests of the tribe. I have never heard of a case in which a Chief has spent money for the purpose of opening up his country. I do not think it would be right that any portion of this money should be laid out on public works, but I do think that some portion of it might well be spent for the advancement of education. A portion of it might be retained by the Government to form a fund from which future generations might derive pecuniary benefit. I think that the proportion retained by the Government should be at least 50 per cent. of the consideration money and annual rent. I should be prepared to support any arrangement which would ensure the payment of the consideration money and rent to a European officer, who should be empowered to retain the prescribed portion of the money so paid and hand the balance to the Chief concerned. I anticipate, however, that this arrangement would not meet with the co-operation of the Chiefs. The weak point about the present system, whereby the Chiefs dispose of the money that they receive from concessions in the manner mentioned above, is

that sufficient thought is not given to the requirements of posterity, and I have often wondered why the Government has not retained a portion of the consideration money.

25. In conclusion, I desire to represent that it would be most advantageous to the native population if the Government would devise and introduce some method by which the alienation of land as between natives may be reduced to greater certainty. Effecting alienation by means of verbal arrangement and some obscure native forms is not always decisive or satisfactory. It is comparatively easy to repudiate such arrangements at a later date, and as time proceeds the terms originally agreed upon may be lost sight of or become uncertain. My suggestion is that there should be substituted for this customary procedure a form, to be made out in duplicate, shortly and concisely embodying the terms of alienation. This form should be signed by both parties in the presence of the District Commissioner, and when witnessed by him, registered in his office and returned to the parties interested.

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(5)

Mr. Charles James Bannerman, Barrister-at-Law, practising at both Accra and Cape Coast, states: —

In the course of my business I have had experience of the alienation of land in the Colony, and of the working of the Concessions Ordinance.

2. I should say that, with the exception of the forts and their immediate surroundings, and such lands as have been acquired for public purposes under public ordinance, there is no Crown land in the Colony. In support of the statement that Crown lands are limited as here described, I am in a position to cite an opinion delivered by Chief Justice McLeod in 1887. In the case I refer to, a prisoner charged with murder was acquitted on the ground that his domicile was outside the boundaries of Crown property, and that he was not, therefore, subject to the jurisdiction of the Court.

3. All other land, whether occupied or unoccupied, is owned by some person or persons. The land may be divided into the following classes: —stool land, tribal land, family land, and land which is the property of individual owners. There are always natural features which enable the owners to point out their boundaries. All land, so far as stool land, tribal land, and family land is concerned, is held on the communal principle. The Chiefs who administer these lands do so more as trustees than in their own personal interest.

4. Stool land is managed by the Chief and his headmen: it is the duty of the Chief to consult his headmen regarding the disposal of land. Although the latter have the right to be called into consultation they have no power of prohibition. There is no native custom which prohibits the leasing of stool or tribal lands.

5. Similarly, in the case of family land, the head of the family must consult other members before disposing of land.

6. In the case of individual property, the proprietor can, of course, do as he pleases.

7. The consideration for land alienated takes the form of a lump sum down and an annual rent. It is the duty of the Chief to divide this money into three parts. He takes two-thirds for himself to maintain the dignity of his stool, and one-third is divided amongst his headmen for their private purposes. So far as I know this rule has been carried out in practice. No portion is spent in the interests of the community, who are in the position of having had a considerable portion of their land alienated without receiving anything for it. Also those who come after them find the land alienated without any material benefit to themselves. The advantage is confined to those who happen to be in power at the time of the alienation. The administration by the Chiefs of these sums of money has in the past been open to criticism: in fact it may be said that they have been wasted. I think it would be more equitable if the money were disposed of in such a way that a benefit, if only a small one, should reach the tribe generally, and those who come after them. Money appropriated to the stool has been frequently used in the liquidation of stool debts, the existence of which is largely due to litigation. Of course, some stools have more debts than others. I think it would be equitable that a portion of the money received should be set aside for the improvement of the district. I suggest that the proportion set aside should be 10 per cent.

8. As to the working of the Concessions Ordinance, I understand that in the first instance the applicant makes his application verbally to the Chief direct, and, of course, through an interpreter. The Chief also usually avails himself of the services of an interpreter. The applicant states the area and situation of the land, and the price he offers. The matter then becomes the subject of negotiation and mutual agreement follows. The terms of the agreement are then incorporated in a deed, which is signed by both parties, the Kings usually placing a mark. This deed, in duplicate, is stamped and registered by the applicant, and then filed in the office of the Registrar of the Concessions Court. The Registrar then publishes the notice required by the Ordinance and subsequently the application comes before the Court. The first hearing only goes so far as the issue of an order of survey. The applicant then has to deposit the amount of the fee with the Survey department, the further hearing by the Court being postponed until the plans are furnished. At some date after the receipt of the plans the Court considers the application for a certificate of validity.

9. I see no objection to an application being made direct to the Chief. On the other hand, there is, in my opinion, no reason why it should not be made in writing to the local European authority, who could acquaint the Chief of the proposal, advise him as to the propriety of conceding the area, and give him assistance in the matter of the amount to be

received. It is within my knowledge that Chiefs occasionally decline to sign the deed until it has been explained to them in the presence of the District Commissioner.

10. As to the delay that occurs between the preliminary arrangement and the granting of a certificate of validity, the proceedings take at least six months and sometimes much more. This delay is prejudicial to both parties. In many cases the delay is caused by the inability of the applicant to complete his arrangements, and is therefore not the fault either of the Ordinance or the Court.

11. The survey fees usually amount to a large sum, possibly a few hundred pounds. The applicant has to deposit that amount without any certainty that he will eventually get his certificate of validity. Should the Court for any reason decline his application, that money is lost. I consider that all payments in respect of a concession should be postponed until the certificate is issued.

12. Reverting to the question of delay, time is frequently lost after the issue of the order of survey owing to the department not being able to cope with the volume of work entrusted to it. I know of no delay that takes place after the survey has been made. The applicant is usually anxious to proceed, and the Court can generally deal with cases without delay.

13. The Court usually calls the following persons as witnesses: the Chief who is giving the concession, and who is usually represented by his linguist, those members of the stool interested in the concession, and those whose names appear in the agreement. The applicant takes care to procure the attendance of any persons whose evidence he thinks may be desirable from his point of view. The Court takes care to see that all material evidence is before it.

14. It is open to the Court to revise and adjust the terms of the concession including the amounts to be paid. In my own knowledge the terms have been amended by the Court in many cases in favour of the Chief.

15. As to the question of standardisation of consideration money, the amount paid for 5 square miles of mining land is usually £50 per square mile. Native Chiefs and Concessionaires have now so far realised this, that that amount is usually accepted in the preliminary negotiations.

16. With regard to the area and term of years of mining concessions, I think that no more than 5 square miles should be granted in one block, and I think it might be reduced to, say, 3 square miles. I do not think that the Chiefs appreciate the extent of 5 square miles. As to the term of years, I think in the interests of the native population that this period is too long. I should say that 50 years instead of 99 years would be sufficient. It is common knowledge that for some time mining companies have been trying to sub-lease. It therefore follows that the original company has more land than it can work effectively. It would be preferable that these subsidiary companies should hold their concessions direct from the Chiefs, and not through another company. I think it right that the area leased to a mining company should be limited to such as it can beneficially use for its own purpose. I do not consider that the surface rights of a mining concession should be other than those appertaining to mining operations, and it is undesirable that they should make profits in any other way than by mining.

17. There is at present no obligation on the part of a holder of a mining concession to commence work within a certain time, or to continue it thereafter with due diligence. In the majority of cases, provided he pays his annual rent, he can hold the land as long as he pleases without developing it. That is not the object for which a concession is given, and is not desirable. It would be well to place him under an obligation to commence work within a certain time and to proceed with it thereafter continuously and adequately. I would allow him time to go back to England and make his arrangements, say three years. Failure to comply with the obligation should entail forfeiture; but in cases where the holder is able to show good cause for stopping work he might be granted a certificate of exemption for such time as may be reasonable. This arrangement is, I understand, one that works well in other countries.

18. Coming to agricultural leases, I think the present area (20 square miles) for which leases are granted is too much. I consider 5 square miles quite sufficient. I do not advocate the reduction of the term in planting concessions, but inasmuch as the land is tied up for a considerable period, I deem it right that the lessor should receive somewhat more substantial return than annual rent at the time when the lessee is reaping large profits from the plantation. I suggest that he should receive additional remuneration in the form of a percentage on the nett profits realised. The lessee should be placed under an obligation to commence cultivation within a specified period, which might reasonably be a term of three years, having regard to the delay which must necessarily ensue during the preliminary preparations and the construction of means of access to the property. Also, after commencement, he should be placed under obligation to cultivate a prescribed portion within a specified period, failure to comply with such obligation entailing forfeiture of the uncultivated portion.

19. Having regard to the difficulty in obtaining expedition in survey and the consequent delay in placing the applicant in possession of the land, it would be a beneficial arrangement if permission were given to the applicant to enter on the land pending survey, subject to the stipulations that he takes the risk of going outside his boundaries, and that he pays rent from the date of entry. Such an arrangement would, however, be impracticable under the provisions of the present law, as the completion of survey is a condition precedent to approval of alienation.

20. It appears undesirable to impose upon parties the delay and expense incidental to the granting of concessions for the collection of natural forest produce. I am in favour of substituting some method which will obviate the necessity of survey and complete alienation. Some arrangement might be made to issue licences to take natural produce from unalienated forest land upon payment of a fee for the licence, and a royalty upon produce removed.

21. I think the population does increase, but only slightly, and I see no probability of a considerable increase coming to pass in the near future.

22. I think that the amount of land alienated up to the present time has not interfered with the rights of the natives. Alienation of land may go on without prejudice to the native population.

23. So far as the general mass of the population is concerned I do not think that it obtains any material benefit from the carrying on of industrial operations by Europeans. Alienation of land although not beneficial to the natives in this respect is not prejudicial.

24. I am of opinion that it is desirable to maintain the present system whereby the control of land affairs is vested in the Supreme Court, and that it is not desirable to transfer such jurisdiction to the Executive. My reasons are that the natives prefer their matters to be decided by the Judges, where they have the assistance of legal men. Further, the natives have full confidence in the Judges, and in the Court they are able to employ a lawyer to state their case for them.

The natives have had no experience of any other method than control by the Court, and they have, therefore, not had opportunity of drawing comparison between the two systems.

I agree that the Judge—sitting in Court at a distance from the site of the land which is the subject of the concession—has no opportunity of obtaining information at first hand relating to particulars of the property. The information on which his decision is based is limited to the evidence placed before him. That evidence may vary in quality: it may be good, bad, or indifferent.

I admit that the District Commissioner or other executive officer living in the district and visiting the land in question, and conferring with the Chief and other members of the tribe interested in the concession, would be in a better position to judge of the merits of the application and of the terms of the concession than the Judge would be.

25. I am satisfied that the Court takes every reasonable precaution to satisfy itself that the proper parties have agreed to the grant. The Chiefs do alienate land without consulting the tribe as a whole. They consult their headmen. The Chief is not compelled by native law or custom to consult any member of his tribe other than the headmen.

26. There have been cases in which the consideration paid has not been adequate, but in such cases the amount has been raised by the Court. Therefore, in the end the consideration has become adequate.

I do not think it would be difficult to standardize the payments to be made per square mile for mining and agricultural land respectively. If the standard fixed were really adequate I see no reason to suppose that the Chiefs would object to surrendering their right to bargain as to the price to be paid.

27. The consideration money is not spent in the general interest of the tribe, but is divided between the Chief and his headmen in accordance with the arrangement I have mentioned above. I think it reasonable that the present method of distribution should be revised, so that other members of the tribe than those who at present receive the money should derive some benefit from it.

28. I see no objection to giving the holders of concessions the right to transfer the whole or any portion of their properties, for valuable consideration, but in such cases there should be exacted a transfer fee based upon a percentage of the value of the property transferred. Full particulars of such transfer should be registered in that division of the Court in which the land is situated, and should be attached to the file of the original concession. I know of no case in which a concession or portion of it has been subject to a mortgage. Provided that a fee is charged and that the transaction is registered, I see no reason why the concessionaire should not be allowed to raise money by a mortgage on his property.

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(6)

Mr. Andrew White, Chief Registrar and Sheriff, and Registrar of Deeds under the Concessions Ordinance, states:—

I have held my present position since January 20th, 1907. Previous to that I was a District Commissioner.

2. Concessions first come under my cognizance on the filing of the notice under sections 9 and 10 of the Ordinance. Registration is, however, not compulsory. On receipt of the notice it is sent to the Colonial Secretariat for publication under section 10. Subsequent to gazetting matters have to be held over for three months, so as to give such persons as desire to do so an opportunity of intervening. The application does not as a rule come before the Court immediately on the expiration of this period of three months. The first thing after this period has elapsed is to put the case before the Judge in chambers, and ask him who is to be summoned to give evidence. The applicant is then asked to deposit the survey fee. Delay often now occurs, as the subpœnas are not served until this fee has been deposited. The interval between the date of the subpœnas and the date of the hearing generally varies between a week and a month, and in the case of a distant location in the interior, I have known the service of subpœnas to take two or three months. It may be taken as a defect in the system that it brings all these matters down to headquarters. Meanwhile the applicant can do nothing to expedite the course of affairs. The witnesses do not come back with the bailiff; they come in as they like. The Chief concerned is served with a notice to appear, but he is usually represented by his linguist. The linguist is a native, and a man of importance in his tribe. He is entitled to his

position by family right. He is usually illiterate, and is simply a man who speaks for, and otherwise represents, the Chief. He is not an interpreter.

3. At this hearing an order of survey is made only, but I have known a few cases in which Mr. Justice Purcell made an order for the issue of a certificate of validity subject to survey, in which case the applicant is in a position to conclude with certainty that he will ultimately receive such certificate, the reason for this being to anticipate delay in the completion of survey. As a rule, however, the Court proceeds no further than to make an order of survey, which is not carried out until the applicant has deposited the fee with the Director of Surveys. It should be noted here that the department is not always in a position to carry out surveys with expedition, and this accounts for much delay. This is, of course, not the fault of the Court.

4. The survey plans are brought to me when they are completed, and I then list the case for its second hearing, but this, the final, application is more or less formal. I agree, however, that the applicant is in the position of having spent a considerable sum on survey without certainty that he will obtain his certificate of validity.

5. I know of no delay in the procedure of concession cases which can be attributed to the machinery of the Court. The Judges take the concession cases as they come before them in their proper order.

6. It is the duty of the Judge to protect the interests of the natives. I am unable to give information as to the views held by the Judges regarding the conditions by which native landowners should be protected, because I have only had knowledge of the views of Sir Brandford Griffith and Mr. Justice Purcell.

7. With regard to mining land, I consider that at the present time the views of the Judges as to the conditions to be imposed have become more uniform. For instance, in the case of consideration money, this is usually fixed at £60 for the area conceded, and the occupation rent at £12 per annum while the land is undeveloped, and £300 rent during mining operations. All these figures are irrespective of the area. Occasionally the Judges have given the Chiefs the option of taking rent at the above figure or, in lieu thereof, a percentage of the profits obtained by the miner.

8. There have been so few agricultural concessions that I am unable to say that any standardization of terms has been arrived at.

9. As to the extent of mining concessions, I remember no case in which the Judge has altered the area.

10. There have been cases in which the Judge has increased the payments originally agreed upon between the parties.

11. At the present time the only concessions cases pending in the Accra Court are 26 in number; the earliest of these cases has been standing on the list for 2½ years.

12. When the Judge issues an order of survey he is entirely dependent upon the evidence before him. He has no personal knowledge of the situation and configuration of the ground, which may lead him to make an order for survey, which will be costly and take an inordinate amount of time. This bears very hard upon the parties concerned.

13. Although I am of opinion that the Judges do their utmost to protect the interests of both parties and to make full inquiries, they cannot have such personal knowledge of the merits of the case as an officer carrying out his duties on the spot and who has opportunity of personally visiting the property. I am therefore inclined to agree that administration of land matters by capable officers of the executive in the province or district in which the land is situated would have its advantages. Whilst, however, I accept the principle that supervision by the Executive would be better than supervision by the Court, I consider that having regard to the capacity and experience of the present executive staff the work would not be more expeditiously or efficiently managed with that staff than at present.

14. I know of no other place, except the West Coast of Africa, where the land is administered by the Court.

15. Assuming equal efficiency on the part of the Court and the Executive, I consider that from the point of view of expedition, accuracy and economy, administration by the Executive would be superior.

16. It would be preferable if, instead of the applicant going direct to the Chief and arranging terms, the application were made in writing in the first instance to the office of the District Commissioner, whose duty it should be to record the application and explain it to the Chief. In my experience Chiefs would have often received more money if they had known exactly what area they were alienating, and the intervention of the District Commissioner would therefore be of considerable advantage to the landowner.

17. I do not think it is right to make a man pay for a survey before he is certain of getting his concession. The payment of survey fees should be postponed until the applicant is sure of getting the land. In the Eastern Province, however, the number of opposed applications is fractional. If land administration were in the hands of the Executive the concession might be approved prior to survey. I suggest that there should be a period of three months during which other persons could oppose the concession if they desire to do so.

18. If the District Commissioner were brought into the preliminary stages the lump sum which is paid on first application might well be handed direct to him.

19. Assuming the matter be placed in the hands of the Executive, opposed cases might reasonably be heard and dealt with by an officer of the status and experience of the Provincial Commissioner, subject to appeal to the Court.

20. After the issue of the certificate of validity a copy is registered by the Registrar of Deeds. A copy is sent to the Colonial Secretary, who causes the particulars to be gazetted. I think he sends this copy on to the Secretary of Mines.

21. It is not common practice and I have never heard of a case in which a concessionaire has been placed under a liability to commence work within a certain date and thereafter to continue it with regularity.

22. I desire to call attention to the fact that at the present time it is not compulsory to register a lease before applying for a certificate of validity. It would be a great advantage if the registration of leases were made compulsory, as it would establish the fact that a lease exists. I have known cases in which concessions have been struck out without any documents having been filed.

23. I also wish to point out the extreme congestion of notices of concessions now filed in the Court under section 9. I attribute much of this congestion to the fact that no provision has been made for effecting the automatic cancellation of such as are not being effectively proceeded with. It might well be an instruction to our law officers to prepare a periodical list of pending applications, and to move the Court to take action in accordance with the rules under section 6 in cases in which it can be shown that the application is not being properly followed up.

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(7)

Mr. Francis Gabriel Crowther, Secretary for Native Affairs, states:—

I have held my present position for three years, and was for two years previous to that "acting" in the same position. I have also held the position of District Commissioner, and prior to that was an Inspector of Schools. I have on many occasions acted as Travelling Commissioner—dealing with boundary disputes. I have thus come into contact with the natives all over the Colony.

2. The rights of the Crown in the land are limited to the forts and the areas immediately surrounding them, and such as has been acquired by the Crown for public purposes under the public land ordinance. The Crown has no proprietary right in forest land on the ground that it is not beneficially occupied.

3. All land has a proprietor. The larger proportion of the land is owned by the native tribes, but there is a certain amount of land which may be classed as family land, and a certain amount in private ownership. The latter is usually land surrounding a house. Under the native customary system there was no real form of ownership of land except tribal land.

4. Chiefs and sub-chiefs have a general knowledge of the boundaries of their tribal land, though it is necessary to enquire as to details when any contention arises.

5. The normal native constitution is divided into three estates. There is the Chief, possessing the authority of a tribunal, the head families, which form the aristocracy and act as councillors to the Chief and the people. There are three or four sub-chiefs (village headmen) in a particular division, over whom is a Chief who in turn is subject to the paramount Chief. Each such sub-chief has land attached to his stool, which is the property of the community, and is held independently of any other village in the division. The Chief of the division holds land independently of the sub-chiefs subject to him, or of his paramount Chief. In all the evidence that I have had before me that has not been contentious, I have found that when any land belonging to a Chief has been sold or parted with for any consideration, some percentage has been given to the paramount Chief, and the remainder divided between the Chief of the village, the elders, and the people. A stool in a division may have a greater area of land than the paramount Chief. Often the land actually attached to the stool of the paramount Chief is limited to the precincts of his house. Negotiations for the leasing of land are always conducted direct with the occupier of the stool irrespective of his rank. If the land required belongs to the stool of a sub-chief then application is made to the sub-chief—not to the paramount Chief of the division. The sub-chief is elected by the people, and is merely the custodian of the property. His office is hereditary in that he is necessarily elected from a certain family, but he can be destooled. The origin of stool land is probably the land belonging to the family who supply the occupant of the stool. The stool land is commonly let out to the people for shifting cultivation. In some parts of the Colony the Chiefs have a right to a royalty in kind on all produce grown and on all game captured. Previous to the coming of European capitalists very little alienation of land took place: it was practically confined to cases where Chiefs borrowed money on lands as between themselves. A Chief may alienate his land, but only with the consent and after consultation with his elders and people. I have known cases in which the improper alienation of land has been the cause of the destoolment of the Chief. I would designate all land which is the communal property of the tribe as stool land.

6. I think in the case of family land, the Chief has no right to a voice in its disposal. The land belongs to a family, and there is therefore a limitation of the communal holding of the land.

7. When the European capitalist made his appearance the Chiefs began to take more interest in their stool lands than before. They recognised that the possession of these lands by the tribes was likely to be a source of pecuniary benefit to themselves. This new interest

brought about a desire on the part of the Chiefs to deal with land for their own benefit without consulting their tribes. The pecuniary advantage of alienation of land to Europeans has tempted the Chiefs to avoid the duty of consulting their tribes, and to assume rights over the land to which they are not entitled by the customs of the country. There is a case which occurred in the cocoa district in which the Chief was Kwesi Akuffo of Akwapim. His destoolment, which occurred five or six years ago, was due entirely to a claim asserted by him to certain unoccupied lands in the division.

8. There is no native custom covering the distribution or disposition of money received as the price of land alienated, except in so far as it is usual to place one-third to the benefit of the stool, one-third to the benefit of the elders, and one-third to the benefit of the people. The experience gained from inquiries tends to make me hold the opinion that such disposition has usually been effected. It is very exceptional for the Chief to appropriate the whole of the money. It would be considered a very serious thing for him to do, and he would probably be destooled. The Chief could not alienate a large area without the knowledge of his people, and it is open to them to see that he makes proper use of the money. It is the duty of the Chief to discuss the matter with his elders and people before entering into any negotiations relating to the alienation of land.

9. Some stools are in a very precarious financial condition owing to the existence of stool debts, which are principally due to litigation in land affairs. I can remember no case in which a stool has been heavily in debt for any other reason. That portion of the consideration money which is appropriated to the stool is sometimes used in liquidation of stool debts, and the more the stool debt is paid off the greater the opportunity of the Chief for further litigation, of which the native seems to be very fond. Therefore the disposition of money in favour of the stool would usually have the result of benefiting the members of the legal profession. Previous to the arrival of the European capitalist there was a tendency on the part of the native Chiefs to litigation, and since that time the amount of litigation has increased enormously, as have the costs.

10. Applications for land are usually made direct to the Chief. Negotiations must therefore be through an intermediary, and both parties are thus in the hands of a person who is usually a native clerk employed by the applicant. He would therefore not be a person of any standing, and in all probability would not even be connected with the tribe. I think, therefore, he would have a tendency to consider the advantage of the applicant rather than that of the Chief or the tribe.

11. I do not think the Chiefs have the slightest idea of the extent of the lands they are conceding. They probably have no conception of what a square mile is. They only have knowledge of the money they are to receive, and have such misconception regarding the area that they would be more likely to dispose of a very large area for a moderate sum than of a much smaller area for a sum of money only slightly less. They merely seek money, and have no appreciation of the value of the land.

12. In more than one case it has happened that the Chief has alienated the same land to more than one person. This is more on account of his ignorance of the area leased than of any deliberate intention to defraud.

13. Personally, I do not think that the interests of the Chief and the tribe are adequately protected. I think, in order to do this effectively, it would be necessary to alter the present Judicial system, or to transfer the supervision of land matters to the Executive.

14. I see no reason why the first application should not be made to the office of the District Commissioner. This would enable the District Commissioner to at once place himself in communication with the Chief concerned, and to advise him as to the land to be alienated and the terms which should be obtained.

15. The Court summons to the hearing of Concessions cases such witnesses as it considers necessary. I have no personal knowledge as to the source from which the Judge obtains his information as to the persons who ought to be called, but I understand that he gets it from the barristers in Court. It is possible that some important witness might not be called.

16. The persons upon whom the Judge is dependent for a statement are usually as follows:—Sometimes the Chief attends in person accompanied by his linguist, and sometimes the linguist attends for him; an elder selected by the Chief and perhaps two or three witnesses. This class of evidence is likely to be of an unsatisfactory character, and it is difficult to see how the Judge, who is unacquainted with local circumstances, can be able to detect inaccuracies or false statements.

17. It would not, in my opinion, prejudice the interests of the native community if alienation of concessions of moderate area were permitted to continue, but I deem it advisable that in the case of mining concessions the rights of the natives to farm unoccupied portions of the surface of such areas should be preserved to them.

18. The labour force employed on the mines is principally composed of immigrants from other countries, but the natives of the Gold Coast are acquiring some advantage from learning and practising trades incidental to mining. There is also an advantage to be gained by native farmers, who find new markets for their produce.

19. I consider that the presence of European planters in the country is likely to prove an advantage to the native community by acquainting them with improved methods of cultivation and preparation of products.

(8)

Captain Edward Frederick William Lees, R.E., Director of Surveys, states:—

I have been in charge of the department since January, 1908. Previous to that I was in the Colony between 1901 and 1904 in connection with various boundaries and surveys.

2. Surveys in connection with the alienation of land are partly carried out by the department and partly by licensed surveyors. We have a separate topographical branch. The number of surveyors attached to the department varies, at present there are eight. There are a considerable number of licensed surveyors, but their work is always found to be unreliable, and, as such, is not accepted by the department. The licences to these men were all granted prior to my taking over the department. Practically all the work passed by me is done by my own staff.

3. When I took over the department there were no arrears of work, but the number of applications for surveys has increased so much since then that it is a matter of difficulty for the department to keep pace with them. At one time we had an extra staff of surveyors. We are now gradually getting up to date with our work. At present there are 20 surveys outstanding that may be considered pressing and urgent. During last year we surveyed 200 square miles that have been or will shortly be alienated. These surveys have been carried out in different places all over the country, but mostly in Tarquah and for the Wallace Company.

4. The average cost of the survey of an area of five square miles is £370. Of this amount it is in my discretion to say how much shall be deposited in the first instance. I usually insist on about three-quarters being deposited.

5. We have a sufficiency of traverse work in the Colony. The average distance of a connection would be three to four miles. The cost of connection in addition to survey usually works out at about £8 per mile.

6. The surveyor of the department makes a rough computation in the field, but the final computation is made by the office staff. In an ordinary survey the limit of error is about one in 5,000. The actual permissible error is one in 2,000.

7. All boundary marks follow the direction drawn up by the Government for the guidance of licence holders, but it is in my discretion to decide which of the marks laid down in the Ordinance shall be erected. The marks are set up by the department. In a case where there are a large number of concessions belonging to one company, the firm usually delivers a supply of angle irons to the surveyor on the spot. In the case of isolated concessions which may be situated a long way off, the usual practice is to utilise hard wood or pitch pine boundary posts.

8. I consider that concessionaires have been put to very little expense in respect of boundary posts.

9. In the first instance I receive a request for survey from the applicant, who forwards a copy of the order of survey to me. The information on which the Court orders the survey is obtained from the witnesses at the hearing, and the Judge of the Court has no personal knowledge of the country and locality in respect of which he has to make order.

10. The order of survey gives details as to where the boundaries will be found and of the marks, distances and direction, and they are therefore instructions to the department. It also states that it is to be "tied," but leaves the "tie" point to the discretion of the department.

11. When I receive an order of survey, I write to the lessor and ask him to tell me where the land is situated, and then to arrange for a representative to be there on a certain date to point out the property to the surveyor. As much information as we can get is thus gathered from the local headmen.

12. The details contained in the order are of no value to me. The sole information that I have, other than that which is given to me by the local people, is that obtained from the schedule on the lease, and on this latter I have to depend. The work has never been carried out in accordance with the contents of the survey order.

13. It is not in my experience that the Court has ever made orders which have caused unnecessary expense to applicants.

14. The period that elapses between the receipt of the fee and the completion of the survey might amount in an extreme case to two years. It depends largely on where the land is situated.

15. In nine cases out of ten our work includes the cutting of boundaries.

16. The approximate total area of the Colony is, I believe, 24,300 square miles, of which there has been alienated up to the 31st December, 1911, 879 square miles. Adding thereto the areas of the concessions now pending in the office, the approximate total amount of land alienated when all certificates of validity have been issued up to date will be 1,130 square miles.

17. There is practically no survey work in arrear now, but it happens sometimes that people who have obtained an order of survey and deposited the fee, find that they have not sufficient money to proceed with the concession. The department is equal to the demands made upon it at the present time. The staff in the field and in the office is sufficiently strong to meet current requirements.

18. As regards Ashanti, the applicant goes to the Chief Commissioner's Court and makes his application, at the same time depositing £50 with the Chief Commissioner, who forwards to me the order of survey, and I can then go on with the work. Neither in the Colony nor in

Ashanti are the particulars sufficient to enable the surveyor to go into the field and get on with the work until I have made my inquiries. The progress of work in Ashanti is satisfactory; we are nearly up to date. The area of Ashanti is 24,800 square miles, of which 408 square miles have been alienated.

19. If applicants for concessions would undertake to provide licensed surveyors who are competent to carry out reliable work, the procedure in the office might be materially expedited. The concessionaire naturally prefers to get his work done by the Government, because it costs him less than obtaining an outside surveyor and also paying the department for the checking work. There is only one licensed surveyor that I know of whose work I can rely on.

20. There have been very few planting concessions, but they are increasing. I do not get an order of survey if these concessions are for less than one square mile, and I know nothing of these small concessions.

21. I have no requisitions pending for the survey of timber concessions.

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(9)

Chief Mate Kole of Manyo Krobo, Eastern Province, states:—

As regards my own property, two areas of land have been leased for agricultural purposes: there is no mining land.

2. All land in the Colony belongs to one of the three following classes, viz., stool land, tribal land, and individual property. I do not think unoccupied land belongs to the Crown.

3. There is no absolute continuity of land tenure all over the Colony because customs vary in different districts and with different tribes.

4. A Chief can only sell his own property. Before he can dispose of stool land he must obtain the consent of the elders and sub-chiefs. Stool land is never the private property of the Chief, and he cannot will it to whom he likes—it must go on to the next Chief. No sales of land took place in former days because there was no demand, but the custom has grown up and has been recognised by the Chiefs and tribes in order to conform to the requirements of European traders. In the case of private ownership, which is possible in some instances, the land is quite out of the control of the Chief. The sale of such land is subject to the consent of the owner's family.

6. When land is leased the consideration takes the form of the payment of a lump sum in the first instance, and further annual payments in the nature of rent. That payment is made to the Chief, but it is not his actual property. It should be divided amongst the Chiefs of the tribe, the King retaining a portion for his own use. Each may spend his share as he likes. Where there are stool debts, the money should be appropriated in the first instance to the discharge of such debts. When this occurs no division of money is made amongst the Chiefs.

7. The existence of stool debts is not general, and where they occur are generally the result of prolonged litigation.

8. I am able to say that in some cases portions of money received in consideration of land leased have been appropriated for public improvements, such as wells for the villages. So far as I am able to judge, not having had personal acquaintance with cases in which large concessions have been granted, it would appear to be a desirable thing to set aside a portion of the consideration money to form a fund for the development and opening up of the country by means of increased facilities for travelling and transport. If in course of time alienation of land in my own country were to proceed on a larger scale than at present I should feel inclined to make some such arrangement for its development.

9. I am of opinion that, having regard to the requirements of the native community, the area of mining concessions should not be so much as 5 square miles. I would further add a limit prohibiting any Chief from alienating more than 20 square miles of the property attached to his stool. I consider that a period of 99 years is too long for a mining lease; I would limit it to 25 years.

10. As regards agricultural land, I would say that the Chief should not alienate more than 20 square miles of stool land for that purpose, and I and my people feel strongly that the period of alienation should not exceed 25 years. Our reason for suggesting such limitation is that in the case of cocoa and fruit trees the trees are bearing fruit after five years, and at the end of 25 years the trees are old and do not give much fruit. Our views are formed in respect of a country in which the principal products are cocoa, palm trees, maize, plantains and yams, all of which are comparatively short-lived products.

11. Coming to the question of population, it appears to me that there has been a general increase in the number of the inhabitants, and it is in order to provide for the requirements of the additional population that we are desirous of shortening the term of concessions so as to give to our people the right of re-entry at a not too distant date. The increase of population that I speak of is not that due to immigration, but to the growth of the native families of the country. I can recollect that in my own boyhood, 50 years ago, my village was a very small place, but it has so increased in size and population that I am now unable to recognise all the young men that I meet in the street, and I have reason to believe that a

similar increase is proceeding in other parts of the country. If I am correct in my surmise, it is apparent that the needs of the population in the matter of land 30 or 40 years hence will be considerably in excess of what they are at present.

12. In addition to the usual form of shifting cultivation, my people go in extensively for cultivation of a permanent nature, particularly palm-oil trees, cocoa, and rubber, and now that profits are being made by those in possession of plantations their example is being followed by others. Most of the plantations are the individual property of the owners, and these properties can be sold without reference to anyone but members of the owner's family. In the case of those plantations which are situated on stool land, the rights of the owner are limited to culture and usufruct. There is no right of alienation. So far as individual property is concerned, the owner has also the power to mortgage the land, but in the case of stool property only with the consent of the occupier of the stool. This is a procedure that very seldom occurs.

12. The right of the members of the tribe to collect forest produce is limited to the forests in the possession of that tribe. They can also collect such produce upon stool land subject to the consent of the Chief, and to their delivering a portion of the proceeds of the sale of the produce. The portion would vary in accordance with the amount received.

13. Particulars relating to the two concessions granted in my own country are as follows:—

Applications were made some time early last year, and the areas granted were about 3½ square miles, 1½ square miles being stool property and 2 square miles being family property. The applicant originally asked for a much larger area, but in accordance with the wishes of my people the grant was limited to the comparatively small areas mentioned.

14. I have personal knowledge of a case in which a Chief granted 32 concessions of 4 square miles each at a rental of only £50 each, thereby depriving the people of permanent cultivation over the whole of this extensive area. The Government should not allow the Chiefs to do this.

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(10)

Frederic Harrison Gough, Senior Puisne Judge of the Gold Coast Colony, states:—

My appointment took effect in England in November, 1908, and I began sitting in March, 1909. I have therefore had three years' experience of the working of the Concessions Ordinance. I have sat almost exclusively in Sekondi.

2. I am aware that proceedings take place in the matter of applications for concessions before the inquiry in Court. Negotiations take place between the applicant and the landowner, and a preliminary arrangement as to situation and area of land to be conceded and the price to be paid for it is come to. These terms are incorporated in what is called an indenture. Under section 9 of the Ordinance this document has to be taken to the Registrar of the Court, and the notice is filed after having been stamped. These documents have frequently been registered in the Land Registry, although as a matter of fact there is no provision that prescribes registration. The Land Registry Ordinance, which precedes the Concessions Ordinance, has a provision stipulating that documents should be registered, and I take it that this provision would also cover concession agreements, as they are land indentures. After filing, the notice is gazetted and a period of three months must elapse before inquiry takes place.

3. Before the matter comes into Court it is a standing order that notice of the inquiry shall be served upon the grantor, his linguist, his chief councillors, and, if he is a sub-chief, the paramount Chief. When the matter comes before the Court those whose evidence is required are present; if not, the Judge will issue instructions for them to be called. The claimant usually sees to this, but I have occasionally had to send for other people.

4. The Court proceeds to satisfy itself that the proper parties have agreed to the concession. The claimant's counsel examines the grantor; he asks his name, if he remembers having given land to a white man, the situation of the land, and the name of the white man. Then he is further questioned as to why he has given the land, the amount of consideration money and annual rent he is to receive, both before and after mining commences, and the length of time for which the land is conceded (this is generally 99 years). He is also asked if the agreement has been translated to him, and, if he is a sub-chief, the name of the paramount Chief, who should send his representative to put his mark to the agreement. The linguist is then called—he represents more the people than the Chief. Similar questions are put to him. If the Chief tried to lease land that did not belong to him, it would soon get known and opposition would at once arise. It is possible that there may occasionally be important evidence which is not before the Court. Sometimes one of the persons called does not appear, and I only grant a provisional order. A sub-chief usually attends the hearing in person, but more often than not a big Chief will send a representative, who has personal knowledge of the arrangement. All native agreements are made through someone else—as illiterate people they must have a witness. The representative sent would be accompanied by another person to check him. I do not think the Chiefs are cognisant of the areas they grant. As a rule the native has a very hazy idea of the area and situation of the land he is granting.

5. I have never found it necessary to reduce the area of concessions that have come before me.

6. I have frequently increased the rents, and occasionally the amount of the consideration money, the ground for doing so usually being that the rent agreed upon is not as high as in other cases.

7. The Chiefs have as much knowledge of the terms that have agreed upon as may be reasonably expected. They have learnt by experience considerably more than they knew a few years ago, and they now make arrangements knowing what they are doing. Sir Brandford Griffith used to say that the Chief should be paid a percentage of profits instead of rent, but under this arrangement he might get nothing, and I prefer a definite rent. He is also indirectly remunerated by the demand for labour which arises.

8. There is no real standardization of consideration money. If I find that the amount is £250, that is a fair amount, and I let it go. I generally pass £150, but £100 would be an absolute minimum.

9. I do not think it does much harm to the native when the land is held up pending mining operations, because it only prevents them selling it again—it does not exclude them from the use of it. The occupation rent would probably be about £30, but might be as low as £12. Sometimes the mining rent is made payable on a given date, whether mining has been started or not. When I came here I began making this period five years from the date of the concession. Mr. Hunt, who is advocate for all the mining companies here, asked for a test case, and I agreed, and heard evidence as to the expense and time it takes to raise capital. I was impressed by what he said, and I arranged to give eight years in future, whilst some Judges give ten years. On the other hand, some Judges make no such order. The mining rent is usually from £250 to £300 a year.

10. At the first hearing an order of survey is given upon a printed form, and any particulars which the Judge thinks necessary are written on the back. I never give instructions as to how the survey shall be made, as I do not think I could usefully do so. Information as to where the land is situated is in the deed, a copy of which is sent to the Director of Surveys. I have no personal knowledge of the land, and it is because of the absence of such knowledge that I refrain from giving instructions. I think the survey department can do better without any instructions from me. I have no knowledge of any case in which the Judge's instructions have resulted in the survey being inordinately costly. When the order has been made everything remains in *statu quo* until the applicant deposits the fee with the Director of Surveys. When it is paid the department proceeds to carry out survey at such time as is convenient to it. It may happen that a year will elapse between the date of the order of survey and the presentation of the plans to the Court. The matter then comes before the Court on an application for a certificate of validity.

11. Cases do occur on account of opposition or otherwise in which certificates of validity are not granted. Therefore a man is in the position of having paid a large sum of money for survey fees, and possibly not getting what he has paid for. Opposition, however, usually arises at the first hearing. I do not think this has happened in my Court.

12. When once the notice has been filed there is no provision enforcing the automatic cessation of such concessions as are not proceeded with in a certain time. There is a provision by rule that the Court may strike out a case, but it is not in a position to do so unless it is so moved by an officer of the Court. There are some hundreds of notices standing on the record of my Court dating back in some instances for 10 years. It would be advisable to make applicants take action within six months or pay a penalty. Another six months could be granted after payment of this penalty, and then if nothing had been done they should lose the concession.

13. After a claimant has proceeded so far as to pay the survey fees, he can do nothing further until the survey has been completed. If during this time people trespass on his property I would allow him the right of proceeding against the trespassers.

14. Cases occur in which two concessions overlap one another. They may have been granted by two different Chiefs or by the same Chief. I then decide according to priority of concession or date of registration.

15. The only suggestion I can make to prevent waste of time in working under the present Ordinance is a more frequent appearance of the Law Officer before the Court.

16. On the question as to whether alienation of land should be within the jurisdiction of the Court or of the Executive, I hold very strong opinions. I consider that the whole business should be supervised and carried out by the Executive. The Judge is not subject to control, and section 13 gives enormous power to anyone who is not supervised. The extreme amount of discretion allowed is such as to make it undesirable that the supervision should be in the hands of one who is not under control by a superior officer.

17. It is quite impossible for a Judge to have such exact knowledge in these matters as an executive officer on the spot. I, personally, never stir out of Sekondi, except occasionally to Axim. Therefore, however complete and accurate the evidence put before him, he can have no first hand information. The executive officer would be guided, on one hand, by rules and, on the other hand, by his discretion, and on those points on which he is guided by discretion he would be supervised by his superior officer.

18. I consider that administration by the Executive would be more expeditious than the present system.

19. The Concessions Ordinance grew out of Sir William Maxwell's Land Bill of 1897, for which it was a substitute. The reason for placing the supervision in the hands of the Court, is that the Court is more popular than the Executive. The native has confidence in the decisions of the Court. I do not think this confidence is extended to the same extent to the Executive.

20. If this work was placed in the hands of the Executive I should not favour any right of appeal to the full Court, as the Executive deals with the matter in an executive manner

and the Court would have to deal with it in a judicial manner. I would prefer that the appeal be to the Governor in Council, although probably the natives would rather that it were to the full Court. If the appeal were to the full Court it would enable the native to continue to employ legal advisers, a thing which appeals to him. There would also be no objection to the native lawyers practising before the Executive as Parliamentary lawyers do in England.

21. With regard to the area and term of mining concessions, I prefer not to express an opinion. I have no practical knowledge of mining.

22. I do not think that alienation of land has gone far enough to deprive the native of land that he requires for his own use. The Colony is sparsely populated.

The presence of European industries enables the natives to earn higher wages, and they get money out of the land that they would otherwise never have got. They learn trades which enable them to become more useful members of the community.

23. At present there is no limit imposed upon the total amount of land that may be alienated by a particular tribe, and a Chief in his ignorance might dispose of all his land, and thus deprive his people of means of subsistence. I think they should not be permitted to dispose of more than a certain portion.

24. I do not think it desirable to impose an obligation on concessionaires to commence work within a certain time.

25. I would limit the surface rights of miners to such as are strictly appurtenant to mining. They should not be permitted to use the surface for other than mining operations.

26. I should like to put on record the following:—The fact that the Concessions Ordinance requires an applicant to obtain a certificate of validity does not prevent his working an uncertified concession—it only prevents him from substantiating his right in the Court. If he wants to go to law he must have the concession surveyed and get a certificate. I do not think this is a desirable state of affairs. Of course the Ordinance embodied a new idea when it was made, and everything could not be thought of at once.

27. When there is opposition, dealing with these concession cases takes up a good deal of my time. As a rule the Court keeps up to date with civil and criminal work, as well as with concession cases. The Court has no real back work. If concession cases remain in the hands of the Court, I do not think the Judges will have too much to do.

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(11)

Herbert Churchill Wrigley Grimshaw, Acting Provincial Commissioner, Western Province, states:—

I have been in the service of the Colony since September, 1902, during which time I have acted as District and Provincial Commissioner in different parts of the Colony, principally in the Central Province.

2. The Crown has, so far as I know, no land with the exception of such as has been acquired by agreement or under the Acquisition of Lands Ordinance. All other land is owned by the native tribes.

3. The paramount Chief administers as a trustee for the people all land belonging to the tribe, and such land is known as stool land. Some of the stools also possess land which is known as family land. Next to the paramount Chief come the small Chiefs, under whom are sub-chiefs. So far as I can gather, the land belonging to them is carved out of the land belonging to the stool. This land is held on behalf of a group of villages, and is administered in the same manner as stool land. Then we come to the village headmen, who may have more than one village, and have village land, which is again carved out of the stool land. In addition stool lands have been granted to a particular family and occasionally to an individual. These lands would seem to be outside the jurisdiction of the Chief, and are administered by the heads of the families and elders for the benefit of the family. There are cases in which individuals claim land for themselves, which land has been granted to them by the Chief for a small sum of money. Land in individual ownership is generally confined to urban or suburban properties, and is usually the site of a house and its immediate surroundings.

4. A Chief may not dispose of any stool land either by leasing or selling, without the consent of his elders and the head and foot of the stool (the two principal members of it), but he may do so if he obtains their approval. This is in accordance with native custom.

5. A sub-chief must obtain the consent of the paramount Chief before alienating his stool lands. The paramount Chief has no real control over this land: but he has to be approached because he is entitled to a portion of the money received.

6. Land having been alienated, the consideration money is paid to the head Chief through his linguist. The elders should be present when this money is paid.

7. The disposition of money received in consideration of land alienated is a matter of arrangement. The Chief receives the money, and if he is a sub-chief he must send a portion to the paramount Chief. Generally the head Chief keeps a third, which he is supposed to use for stool purposes. The money should not be kept by the Chief for his own use. He is supposed to keep up his state with stool money. One-third goes to the elders of the tribe, and sometimes a third goes to the headmen in the district from which the land is taken. No portion goes to the bulk of the people. Therefore, so far as they and those who follow

them are concerned, they have lost the use of the land without having received any compensation or material benefit. The portion that goes to the Chief is used to meet the cost of periodical ceremonials, or, in cases where there are stool debts, it may be appropriated to their liquidation. In some cases stools are very heavily in debt. One stool, to my personal knowledge, is in debt to the extent of some £5,000. A good many of the stool debts have been incurred in litigation, and when consideration money is used to liquidate these debts a further opportunity is provided to the Chief of indulging in litigation. Money distributed amongst the elders is partly used for their own benefit, and partly, as in the case of the Chief, in keeping up their stools.

8. I agree that it would be a good thing to retain a portion of the consideration money, and possibly also of the annual rent, and create a fund to be used in works of public utility and for the improvement of the condition of the people in the district. I do not think the majority of the Chiefs would object if they were made to understand that the Government were going to use the money for the good of their people.

9. Negotiations in respect of alienation of land are conducted in the first instance between the Chief and the applicant. The applicant describes as well as he may the situation and area of the land which he desires to acquire. The amount of the consideration money and subsequent rent are then settled in negotiation between the parties if the Chief is prepared to alienate the land.

10. Some earlier concessions comprised very large areas. I do not think the Chiefs in the past, or even now, have any real comprehension of the size of the area they are giving; they do not realise what a square mile is. They understand what they are to receive, but do not appreciate what they are conceding. Naturally the applicant is anxious to acquire the property he desires as cheaply as possible.

11. My view is that the preliminary negotiations between the two parties might proceed as at present, but that in the interests of the Chief and tribe the lease should be examined and ratified by the Provincial Commissioner before it is accepted for stamping or registration.

12. The procedure under the Ordinance is to the effect that the deed of indenture is brought down and stamped, and then presented at the office of the Registrar, together with the notice prescribed under Section 9, and thereafter at the expiration of such time as is also prescribed, the notice having been published in the Gazette, the case comes before the Court for inquiry. The Court then ascertains who are the proper parties to be called as witnesses, and has them called. When the witnesses have been examined, the Court, if satisfied with the evidence, issues an order of survey, and proceedings, so far as the Court is concerned, terminate for the time being until the survey has been completed and the plans prepared. The Court, on receipt of the plans, proceeds with the final inquiry, and if all is in order, and there is no opposition, the certificate of validity is granted.

13. There is no obligation for the deed of concession to be registered at the time of filing the notice, and, in my opinion, that is a defect.

14. I do not know how the Court satisfies itself as to who are the proper parties to be called to give evidence. As far as I know it judges by the names of the parties on the deed. It is quite possible that it may happen that the whole of the evidence and the best evidence is not brought forward, and the Court may be unaware of its existence. In some cases an interval of weeks elapses before the witnesses can be brought down owing to their being resident in distant parts of the country.

15. After the order of survey has been made the applicant has to deposit the survey fees, which may run into hundreds of pounds. Pending survey, the Court takes no further action. Surveys are never done expeditiously and sometimes they are very slow. The applicant has to spend this money before he is put in possession of what he is paying for. It would be more equitable to have the concession approved to him before he is asked to pay the fees. I see no reason why he should not be put in possession of his property pending the issue of the certificate of validity, subject to his taking the risk of going outside his eventual boundaries. I can see instances in which this system would be beneficial, especially in relation to agricultural work.

16. The area of 5 square miles permitted under the Ordinance strikes me as being rather large, but I should not like to express a definite opinion as to what it should be. If the practice of subleasing properties by mining companies is prevalent in the Colony it follows, I think, that the areas granted are larger than they can properly work.

17. As to the term of years for which a concession is granted, I can offer no decided opinion, although it might be an advantage to have a shorter term, with option of renewal.

18. With regard to the surface rights which should be permitted in the case of mining concessions, lessees must first of all build houses for the accommodation of their labour force. They ought not to make a profit from this, and no people other than the actual workers should be allowed to rent houses. I think that they should be permitted to admit traders to provide their people with the necessaries of life, but no rent should be charged except a small sum to be used for village conservancy.

19. At present there is no obligation attached to a concession other than the payment of rent, and it is within the power of the concessionaire to leave the land untouched as long as he likes provided he pays his rent. It would be advantageous if in future cases the concessionaire were placed under liability to commence operations within a certain time, and afterwards to proceed with the work continuously and effectively, subject to a certificate of exemption for good cause shown.

20. I have had no experience of the alienation of planting concessions, and so far as I know there are hardly any. Therefore I have never given consideration to the areas, periods, and terms which should be prescribed.

21. The practice has been to alienate land for the collection of rubber and timber in the same way as mining concessions, but I am under the impression that a certain number of timber concessions are being worked that have never come before the Court. Some of the timber and natural produce concessions cover very wide tracts, possibly as extensive as 50 square miles. In one case a deed was brought to me for approval for 80 square miles. I withheld sanction, and afterwards separate deeds were drawn up and brought to me. It would be preferable to give authority to applicants to collect and remove timber and natural produce by way of licence subject to the payment of a royalty to the Chief. This would be better than the present system, as it would leave the land free for the use of the inhabitants, and would save the concessionaire the expense of survey. It is a system which I think the Chiefs would easily understand and would probably welcome.

22. Prospecting licences are at present issued for the whole Colony and without any limit of time. I think it would be advisable to limit them to the district in which it is proposed to prospect.

23. I should say that there is a slight increase in population, but certainly not a large one. It is, however, difficult to judge owing to the way the people go about from place to place, and the child mortality is high. I have noticed no appreciable increase in the size of places.

24. I do not think the alienation of land to Europeans is likely to adversely affect the native population. The country is. I believe, under-populated, and there is plenty of room for the people. Alienation of land could continue without in any way interfering with the rights of the inhabitants, particularly if the areas are restricted, and the surface rights of the people retained to them.

25. I think the mining industries are of very little advantage to the people. It is true that they afford opportunity of earning higher wages, but mining does not appeal to the native. The majority of the people in the mines are outsiders. Those who go to the mines very often work in the shops and stores in the mining villages. They thus have opportunity of learning trades in the shops, and to that extent they benefit.

26. Agricultural work would be of greater benefit to the natives, as they would thereby learn the latest methods of preparing the soil, and of planting new products and their preparation when grown. But they do not readily absorb new ideas, and such are only brought home to them by slow degrees. Their natural inclination is to plant crops which are quickly realised, and to leave trees to take care of themselves after they have gone to the trouble of planting them. I do not think there is a growing inclination to substitute permanent for shifting cultivation.

27. I am in favour of having all land administration supervised by a Land department. I do not see how the Court can have any real knowledge of the facts of the case into which it is inquiring, whereas, of course, the Executive ought to be, and probably would be, well acquainted with them. I would entirely abolish the jurisdiction of the Court over land matters, with the right of appeal to, say, the Governor.

28. As to the consideration money paid for concessions, I do not think any standard of adequacy has been arrived at.

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(12)

Mr. John Coker Adams, Acting Solicitor-General, states:—

Prior to acting as Solicitor-General I was a District Commissioner. I have served in the Colony since May 1st, 1906.

2. I have had experience of the Concessions Ordinance since last December as Acting Solicitor-General. Previously I did not come into touch with its working.

3. I am aware that the preliminary negotiations relating to concessions do not come before the Court. They are conducted between the applicant and the Chief, and the Court has no cognizance of the matter until the filing of the notice with the Registrar. The filing of notice does not, I take it, necessitate, or constitute, registration. As far as I am aware there is no obligation that the agreement shall be registered in the Land Registry, and it would be a good thing to insist upon registration. The applicant negotiates with the Chief and tells him the land on which he wants a concession, and afterwards the price is discussed. I think the Chief in alienating land has no knowledge of the area he is conceding: if he had he would often reduce the area. They seem to have no accurate knowledge of what they possess, and naturally the people who treat with the Chiefs want to get as good value as possible for their money. Their only protection is the native lawyers. It would be well if the Chief had advice in the early stages from the District Commissioner as to the area, situation, and value of the land under negotiation. The application might with advantage be in writing, and should state exactly what land is required, and the name of the Chief to whom the land belongs. The District Commissioner would then be in a position to advise the Chief.

4. I am aware that at present the general community receives no material benefit when land is alienated, and I am inclined to agree that it would be useful to retain a portion of the money to be spent on works of public utility in the district, but it is a matter that I should like to consider before expressing a definite opinion.

5. Provision is made in the Ordinance that no inquiries shall be made until the expiration of three months from the filing of the notice. From this it must be assumed that the procedure under the Ordinance is of a more dilatory nature than was anticipated.

6. In accordance with Section 11, sub-sections 2, 4, 5, and 6, the Court has to call evidence. As the Court sits at a distance of perhaps two hundred miles from the land forming the subject of the concession, the officers of the Court do not visit the district to see who are the interested parties. The only knowledge the Court has of who are the proper parties is contained in the names appearing in the agreement. I cannot suggest any other method of ascertaining who are the proper parties. The Court has to arrive at some decision, and no doubt satisfies itself as far as it is able. It is not, of course, in such a good position to decide on this matter as an executive officer on the spot.

7. There is no provision in the Ordinance whereby a claim shall automatically cease on account of inaction on the part of the claimant within a specified time. The fact that at present there are about 100 notices going back five or six years exposes the procedure to criticism. It would be advisable to have an arrangement providing for the automatic cessation of claims at the expiration of a fixed period, and it should be incumbent upon the Law Officers of the Colony to move the Court to strike out such claims from the list. If the applicant desires further time for good reason it may be left to the Court to grant his request for an extension.

8. When the matter comes before the Court the inquiries prescribed under Section 11 are made. At this stage the Court goes no further than to make an order of survey, and the matter then stands over until the plans have been completed, when the applicant makes his further application for a certificate of validity. I have no personal knowledge on the subject, but I believe before survey can take place the applicant has to deposit fees with the Director of surveys.

9. I have no knowledge of administration of land except under the system now in vogue in the Colony. I cannot, therefore, compare this system with any other.

10. With regard to the question as to whether the alienation of lands should preferably be in the hands of the Court as at present, or in those of the Executive, I think the latter might be the better system because the executive officers have greater knowledge of their Chiefs and people than the Judge, and presumably also have greater knowledge relating to land matters in the district. If this change were made, however, it would necessitate a reorganisation of the executive staff in order to make it efficient to cope with the work. As to whether or not there should be an appeal from the Executive to the full Court, in the absence of any precedent or knowledge to guide me I prefer not to express a decided opinion, but I incline to the view that there should be an appeal to the full Court.

11. With regard to the limitations prescribed by section 20 of the Ordinance, I have no advice to offer as to whether the amounts are excessive or otherwise.

12. I do not think that the areas leased in the past have unduly limited the lands which the natives require for their own use. I am unable to express an opinion on the subject of an increase or otherwise in the population, but in the six years I have spent here I have seen nothing which leads me to think that it is increasing. The infant mortality is very great and the population is scattered.

13. The existence of the mining companies is a benefit to the natives, and perhaps will be more so in future.

14. It would be a good thing to impose upon mining companies an obligation to commence work within a certain time, and thereafter to continue effectively and continuously. If, however, a company can show good reason for suspending operations a certificate of exemption might be granted.

15. I consider that the surface rights in the case of mining concessions should be limited to such as are strictly appurtenant to mining operations. If other rights are desired they should form the subject of a supplementary agreement.

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(13)

Frank Vardon, Registrar of the Supreme Court, Sekondi, states:—

I have occupied my present position for nearly 18 years; therefore during the whole of the time the Concessions Ordinance has been in force. A good deal of the concessions work has been done at Sekondi—more than at Accra.

2. When the applicant files notice under section 9, he usually also deposits with me the indenture of agreement or other form of document. This indenture must be stamped before being taken to the Court. It is deposited with me as Registrar of the Court—not as Land Registrar. There is no prescription in the Ordinance requiring this document to be registered.

3. The Court obtains for itself information as to who should be called to the inquiry. When the notice is filed particulars are sent to the Colonial Secretary for publication in the Gazette under section 10. Nothing is done until the documents are filed. Subsequently the Registrar sends particulars to other Courts for posting. They are sent to Accra, Cape Coast, Elmina, and Axim. When they have been posted the Registrar at each Court sends me a certificate of posting, and these certificates are filed.

4. When the documents are filed they are placed before the Judge, who selects who shall be called on the evidence before him in the documents. In addition, if their names do not appear on the documents the Judge may also select the Amanhin, the head linguist, and the chief councillor. It is a remote possibility that a person in possession of material evidence may not be called. The applicant is also able to call any witnesses he likes.

5. The Court inquires into the arrangement made, and occasionally the terms are altered. There was a case last year in which it appeared that the Chief had received £50 consideration money, and that the rent was to be only £5 per annum. The Court decided that this was insufficient, and increased the rent to £150 a year for three years, and thereafter to £200 a year. As far as I can remember any alteration is in the nature of an increase, and therefore the Court studies principally the interests of the Chiefs.

6. In my books there are about 600 concessions awaiting enquiry. The earliest dates back as far as 10 years or more. The reason these cases have stood so long is that the applicants have taken no action to have their concessions prosecuted before the Courts. There is nothing in the Ordinance to provide for the automatic cessation of such cases, and nothing is done by me, but the Attorney-General may move the Court to have them struck out. This may be done in special cases, but it is not the general rule.

7. Nothing further is done at the first hearing than the granting of the survey order. Procedure at the Court stands over until the survey plans are put before it. Before the survey is carried out the applicant has to deposit the fee. Therefore delay may take place owing to his delaying the payment, and again owing to the department not being able to carry out the survey. Sometimes a year will elapse between the order and the production of the plans. I have at the present time cases in which the survey order was made in 1902, and in which the plans have not yet been presented. The greater number of concessions recorded in my office are those in which order of survey has been made, and nothing further done. In the normal course the time between the order of survey and the granting of a certificate of validity is nine months as a minimum. Cases have occurred in which the Court has refused a certificate after survey.

8. In one or two instances in my knowledge the Court has altered the area when the matter has come before it.

9. It is uncommon for mining concessions to include timber rights, and where such has occurred the Court has usually restricted the rights to mining rights. The rights are usually either for mining, or to cut and collect natural products.

10. I know of no case in which the Court has reduced the area of a mining concession from 5 square miles to less.

11. The order of survey is on a printed form, but is not prescribed by the Ordinance. The Judge causes to be written on the back of the order such particulars relating to the situation of the land as he has been able to gather from the documents and witnesses at the hearing. As a matter of practice the Judge does not visit the land, and has no personal knowledge of it. It may be 100 miles or more from the Court. It is possible that in the absence of such knowledge the Judge might include in the order something which would make the survey unduly costly.

12. The time that elapses between the serving of the subpœnas and the appearance of the parties varies from four or five days to two or three weeks.

13. I know of no case in which the Judge has inserted particulars in a concession limiting or varying the rights of the concessionaire.

14. When overlapping of conceded areas occurs the Court decides in favour of the holder of the earlier concession if his documents are in order.

15. A good many Chiefs are aware of their boundaries, but on the other hand others are not. They are getting a better knowledge of their boundaries now. Cases have occurred in which Chiefs have sought the assistance of the Court in settling their boundaries under the demarcation of boundaries Ordinance. I know of no case in which the Court has ordered the delimitation of boundaries without application.

16. There is a right of appeal after the issue of a certificate of validity, but it is a right that is not often used. The parties are as rule satisfied with investigation by a single Judge and are content with his decision.

17. Concessions at present come in at the rate of about 50 a year, and are disposed of at the rate of 15 or 20 a year. The remaining cases are those in which the applicant proceeds no further. There are no arrears of concession cases at present. The Court is usually able to deal with a case on presentation of the plans.

18. My experience leads me to believe that people are satisfied with the administration of land matters by the Court, and have confidence in its decisions.

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(14)

The Honourable Giles Hunt, M.L.C., Solicitor, practising at Sekondi, states:—

I have been practising at the Bar of the Colony for 11 years next June, and during that time I have been carrying on the legal business of most of the principal mining companies in the country.

2. With regard to section 3 of the Concessions Ordinance, I think the Order in Council might well be amended. There is doubt in the mind of the Court as to what is a concession from the point of view of agriculture or arboriculture—as to whether palm oil is such, or a concession within section 2. I doubt if agricultural and arboricultural concessions come within the definition.

3. Section 9, sub-section 2. This is practically ineffectual. I know of only one case in which a substantive penalty has been imposed. The only method of sanction that would be effective is to follow the idea that is brought into the Ashanti Ordinance and let the penalty imposed take the form of making the concession automatically void.

4. Section 6. The Supreme Court, with the sanction of the Legislative Council, has made rules. Rule 7 provides that a form K shall be issued where the list of documents and the documents have not been filed. Rule 12 calls for notice L to be served. On service of notice, if no action is taken, the Court can strike out the inquiry. When first these rules were passed they were ineffectual. There was in fact no sanction for them. It did not matter, because you still kept your concession. When the order was amended in 1906 a section was added. The effect of that was that if an inquiry was struck out and you did not reinstate it within six months the concession lapsed. The result now is that if you have complied with notices K and L you can never be struck out unless the Attorney-General decides to interfere and put the case on the list. So far as I know the Attorney-General has only once intervened. The consequence is that the Courts are blocked with two or three thousand concessions, which in some ways may be treated as valid. They have never been struck out and still hold good. Any one of them may be brought up at any time, and although the Court has power to impose terms on which opposition may be entered, it seems from a decision of the full Court of last month that if a concession has not been forfeited for non-payment of rent or otherwise, the Court ought to grant leave to oppose on an old concession when it is presumed to exist. I think that some special officer should have the power to force a claimant to prosecute his claim up to the stage of obtaining a certificate of validity.

5. I do not think that section 11 needs any remarks, except that if any amendments are made the proviso might come out. As to sub-section 2, the Judge does not, and cannot, assure himself that all the persons who are material parties appear before him. He must take the parties whose names appear on the agreement, and who are served with notice under section 10 as being the owners of the land, unless there is opposition. It is common practice now that the lessor himself need not give evidence unless he wishes. I presume that it is assumed that the land belongs to the grantor because no evidence is offered to the contrary. Although everything possible is done to comply with the section there cannot be any real certainty in the mind of the Judge. Sub-section 4: there is nothing before the Judge to enable him to decide as to the adequacy of the consideration. That has been the complaint of the Judges since the Ordinance was first put into force. In the first certificate of validity granted, Mr. Justice Nicol took evidence from various mining engineers, who were then at the head of their profession locally, as to the value of a concession, and on their evidence he fixed the mining rent of the Chider concession at £200 for 1,000 fathoms square, and he made the arbitrary arrangement that the mining rent should commence at the expiration of three years from the issue of the certificate of validity, whether winning operations were in progress or not. That one piece of evidence taken by Sir William Nicol was (with few exceptions) accepted by the Judges for all concessions, and it was squared or taken to some other power (as necessary) for a larger area. Concessions in the bush are sometimes rented at £800 a year within three years of the issue of the certificate, whether there is any value in the ground or not. The Judges make such efforts as it is humanly possible for them to make, but they have not the knowledge that would enable them to decide whether the proper sums are fixed. The late Chief Justice got over the difficulty in a very fair way. He gave the grantor the option of taking the mining rent provided by the deed, or, instead, £24 a year, plus 2½ per cent. of the profits, the assessment to arrive at that profit to be on the same lines as laid down in section 29 for profit tax. That seems a fair way of fixing the consideration so far as rents are concerned. The amount of the premium is another matter. I should say that £150 to £300 per concession would be fair. It is difficult to say how much the consideration money should be per square mile. I have generally paid sums of from £150 to £300 for concessions ranging from one to five square miles. For a timber, rubber or palm oil lease we pay a good deal less. The occupation rent on mining concessions varies from, say, £12 to £25. With regard to mining rents, I have never paid less than £200 per annum for any concession, but I do not think it fair that this should be squared for five square miles. I would make it £300 for five square miles.

6. Sub-section 6 of section 11. The details of what is reasonable protection have never been considered. We incorporate into the deed practically the terms of that sub-section. The rights of the native as regards shifting cultivation are retained, also their right to collect firewood and snails, and to kill game. They are also allowed to have their houses upon the land. That satisfies the Court.

7. Section 12. There will not be very much to say on that section if section 9 is going to be dealt with so as to operate in cases in which concessions are not completed. I have had to pay blackmail to the extent of four or five hundred pounds to get rid of old concessions on which I knew rents had not been paid. In Ashanti the rent from an uncertified concession passes through the Court. If not paid within 12 months the concession becomes void. That is not the case in the Colony.

8. I think section 13 gives an excessive power to the Judges. I have collected the Ordinances of most other countries, and I have never found any in which such power is given to a Judge. This power has been used in a very arbitrary manner. If a Judge gives a decision in a concession case, and the case is not opposed and carried to a higher Court, there is no power that can alter what has been done. It is an *ex parte* decision, and all you can do is to ask the Judge to review it. You cannot take the case to the Appeal Court. A section that gives such

power to a Judge is mischievous. It has been the cause of an expenditure of £40,000 in this Colony to comply with the arbitrary orders of the Judges. I have heard a Chief in Court tell the Judge that he did not want so much. There are a number of concessions which have lapsed because the Judge has ordered additional rent, but this has more often happened where speculators have taken up concessions, and not where a mining company takes up a concession and wishes to work. I have never been instructed to allow concessions to lapse on that ground.

9. Section 18. Personally, I am in favour of survey, and have never had any trouble with the Survey department. I think it would be preferable if the certificate of validity were issued prior to survey provided you could devise suitable machinery. It has frequently happened that after payment of survey fees an applicant has not obtained his concession (at any rate, not the whole), and he cannot recover his fees. In my opinion the period that elapses between the order of survey and the completion of the plans is not unduly protracted. If you are prepared to pay the fees there need be very little waste of time. I incline to the opinion that where the delay is great it is on account of the failure of the applicant to pay his fees. I only remember one instance in which the department was unable to take on work. It is the practice of the department to conclude a group of surveys in a particular district before proceeding elsewhere.

10. Section 20. I think five square miles for a mining concession too much. One square mile would be as much as any company could work. No company could put down sufficient machinery to work five square miles. A company's efforts must be concentrated on acres. I do not think a reduction would meet with opposition from *bona fide* people. If the maximum were reduced to one square mile the aggregate which could be held by one company might be reduced to five square miles.

11. Section 19. I see no objection to the term of 99 years. I am not prepared to say that a mine could be worked out quicker, and think that a company should be given every opportunity of working out its concession.

12. I do not desire to express any opinion as to the area to be granted for planting concessions, but I would like to see a cultivation clause inserted in all such leases in terms somewhat similar to those explained to me as being in force in the Federated Malay States.

13. As to the period that should be allowed for planting concessions, I do not know enough about the subject to offer an opinion. The planter should be given sufficient time so that the trees he plants should live their life and give him an opportunity of reaping the fruit of his outlay.

14. In the case of concessions to collect natural produce the same procedure has to be gone through as for a mining concession. Survey fees have to be paid, but they are half those charged for mining surveys. I agree that if you could devise an arrangement which will give a man quiet enjoyment of his privileges without interruption by a third party, it would be better to give him permission to collect his produce by licence. The boundaries of the land could be roughly demarcated by topographical features, and the rent take the form of a small fee for the licence and a royalty on everything taken away. In the case of Messrs. Lever Brothers' application for a palm oil concession on the coast, they were anxious to avoid taking a lease of the land and going to the expense of obtaining a certificate of validity. They tried to use the Order in Council of 1906, but I advised them that that would not meet the case. They made an arrangement with a Chief to take his palm fruit from him at a certain price, leaving the natives to do the collection, but reserving to themselves the right to go and collect if the natives would not bring it in. Messrs. Millers appeared on the scene and went to the Chief and got a lease on the land in order to stop Lever's. It is the possibility of that happening that makes it necessary to advise people to take a certificate. If the same security could be obtained by any less expensive means it would be an advantage.

15. It is necessary to have a concession and to file notice if the applicant wishes to mine, because he cannot carry on mining operations without a mining licence.

In other cases there is no necessity to have a concession filed, but a penalty of £5 is enforceable for omission to do so.

16. In the case of timber concessions, there are areas being worked which have never been before the Court at all. I think this is a defect in the Ordinance.

17. When a man wants an option he negotiates with the Chief for it. It is taken for three years, and I always pay a lump sum for it. It is best taken by way of demise, to get the legal estate. It gives the exclusive right to prospect and to acquire within the area concessions of not more than five square miles and aggregating not more than 20 square miles on terms. The terms are reduced into the form of an agreement under seal. Documents of this description have been placed before the gullible public at home, and have been accepted by them as titles. This has not been done recently to my knowledge, but it has been done. There was an option sold in London some time ago which gave something like 10,000 square miles. It is not desirable to give an unscrupulous person an opportunity to do this. If by any other method reasonable time could be given for selection, and if such an alteration did not place the applicant in a position to go home and mislead the public, it would be preferable, but it would be necessary to give the same advantages.

18. Section 23. This section in effect saves mistakes under section 11, subsection 2.

If I were to take a lease from Chief A and subsequently discovered that a portion of the land was disputed as belonging to Chief B, I should endeavour to effect an arrangement with Chief B that on paying him a lump sum of money he should covenant not to oppose the grant of a certificate in respect of the concession obtained from Chief A, and I would covenant that on his producing a certified copy of a judgment showing him to be entitled to a portion of the land included in the concession from Chief A, I would apply to the Court for an endorsement of the certificate to the effect that a certain portion of the rents was payable to Chief B.

A finding under section 11, sub-section 2 is *ex parte*, but if there is no opposition entered to the concession between the time of the finding and that of the application for a certificate of validity, the Court will grant a certificate to the claimant although it may be aware that the land is in dispute.

19. Section 25. This was passed on the petition of the mining companies on account of the Judges making mining rents payable on a fixed date.

20. Section 26. Non-payment of rent under a certificate of validity should cause the automatic cancellation of the certificate. Unless the Chief takes action in such a case the certificate remains perfectly good, and you cannot get over the certificate of validity. I would advise that the certificate be automatically cancelled when the rent is six months in arrear. There are a large number of concessions upon which rents are not being paid. The initiative under the present procedure rests with the Chiefs, and they do not always take action. If they took advice it would often be more expensive than losing the rent.

21. The preliminary negotiation in respect of concessions is generally a private one between the applicant's agent and the Chief. The applicant states the situation and area of the land he wants, and when the Chief is satisfied that he is prepared to grant the concession they bargain as to price. As a rule the applicant states what he wants in square miles or fathoms square. With regard to the statements made by various Chiefs that they are unacquainted with these measurements, and that they frequently find after the land has been surveyed that they have given more than they intended to give, I think these statements are incorrect, and not such as are likely to have originated with them. They do, however, frequently grant concessions that overlap one another. Prior to survey it is not customary for the land to be visited by any officer on behalf of the Chief. It would be an advantage if this were done and the nature of the land explained to the Chief.

22. When an agreement has been completed I always have it explained to the Chief as carefully as possible by a first-class interpreter. Of course, I can only speak so far as my own office is concerned, but I believe that sometimes such documents are expounded by a semi-educated native quite incapable of explaining the document properly. In such a case the Chief would have a very inadequate idea of what he was signing. It would be preferable if such documents were interpreted and explained to the Chief by some local officer, but I absolutely except the District Commissioner, whose clerk would frequently know no more than the Chief's clerk.

23. I agree that it would be preferable if all applications were made in the first instance in writing to an executive officer.

24. The Chiefs have only an imperfect knowledge of the lands. Difficulties and complications have arisen in the past owing to their lack of knowledge. It is a desideratum that the boundaries should be defined. I think if the Chiefs had the assistance of some suitable officer they would be able to settle the boundaries, or if they could not the officer could settle them for them. The demarcation of boundaries would probably be acceptable to the Chiefs.

25. A prospecting licence should be limited to a certain district or division, and should be valid for, say, three years. A natural complement of the licence should be the right of selection within the prescribed area. A fee should be charged for the licence, which should define the area by means of topographical features. The exclusive right to prospect in the area would not be necessary so long as you have regard to priority of selection. Of course, it would be necessary to approach the Chief as to his willingness to allow the area to be prospected. If the holder of a licence fails to commence prospecting work within six months he should forfeit his licence. The licence should also be cancelled if he ceases work at any time for six months. The period for selection should be the term of the licence and six months afterwards.

26. Section 29. The duty is assessed automatically in the same way as the income tax at home. The procedure is not complicated. There is an exception. Persons who hold concessions in the Colony who are not subject to the income tax Acts of 1842 have to make a return to the Treasurer on the same lines and subject to the same conditions as they would have to do if they were so subject. The procedure is now so well understood that it is not necessary to make any alteration in the machinery provided for assessing profits. In assessing the balance of profits and gains there are certain items that cannot be deducted under the income tax Acts. The reason for not assessing on gross output is, I believe, that certain communications took place between Mr. Chamberlain and some mine owners when the present system was arranged. If you make it a reasonable percentage on gross output I think the people at home would not object. 2½ per cent would be reasonable.

27. Sections 15 and 25. Section 15 provides that every certificate of validity shall be registered in the Land Registry. Section 25 provides power to vary the terms of a certificate, but does not provide that the variation shall be registered. The Registrar of Deeds has refused to register them in recent years. It is very necessary that they should be registered.

28. Section 51 has no sanction and is habitually contravened. There is no system of registration of powers of attorney in the Colony.

29. Section 54. The Government can only acquire lands which are the property of Chiefs and tribes by the powers conferred on it by the Acquisition of Lands Ordinance. That involves the payment to the Chief of a stipulated sum as compensation. It appears to me that this clause gives the Government power to acquire land forming a portion of a concession without compensation to either the holder of the concession or the Chief. It therefore gives power to the Government to take land without compensation which, although leased, is still the reversionary property of the Chief, and which, if it were not for the concession, would have to be paid for. I think that the Government has taken powers in this respect that are inequitable, not only so far as the Chief is concerned, but also from the point of view of the concessionaire, who

has to go on paying rent on land that has been taken away from him. We have a case in point where something like £1,400 has already been paid, and the rent will still have to be paid annually, and the Government has given notice that it intends to take possession of a portion of the property.

30. I cannot say that I think the Concessions Ordinance is entirely satisfactory. It has the very serious deficiencies that I have already mentioned, and it has also the lack of power to get rid of concessions that are not being prosecuted. There is the unlimited power given to the Judge to vary terms, and his inability in many cases to obtain evidence to form an opinion under section 11, sub-section 2. There is also the risk that has to be incurred in going to considerable expense on account of survey and afterwards possibly not getting the concession. On the other hand, I have found in practice that for those persons who mean business, and who are prepared to pay the expenses attendant on obtaining a certificate of validity, the Ordinance has acted admirably. The titles of all the principal mines in the Colony have been secured by me, and although considerable expense has had to be incurred in survey fees and payments to Chiefs, yet there have not been more than six cases of opposition which have involved expensive litigation. The objection that I feel to the Executive taking over the work is that there would be no remedy in the case of a decision by which an applicant might consider himself aggrieved. Speaking generally from the point of view of legislation and of the better administration of the Colony in respect of concessions, I think that, provided that there are safeguards on that one point, Executive administration is bound to be the best.

31. Regarding the surface rights of mining concessions, what I want the companies to have is the power to make necessary clearings and build villages and compounds for the accommodation of their labour, to have all the necessary ground for their mining operations, and the disposal of refuse in the shape of dumps, tailings, and slimes after the metal has been extracted, and land on which to provide housing accommodation for the staff. Also the right to occupy any land they want either for their garden ground, or, if necessary, for farming for the purpose of feeding their labour. They need also roads, waterways, and tramways; and where it can be done without serious injury to other persons, they should have the right to use watercourses by damming or any other works that are feasible. I want them to have exclusive rights so as to prevent strangers acquiring rights over their heads either for surface, planting, or timber rights. I want them to be able to limit, subject to Executive control, the number of spirit licences in any village. I want them to have power to get rid of insanitary conditions existing in the vicinity of their mines, works, and villages.

32. So far as timber is concerned, the right to take the same has usually been expressly conveyed by the terms of the concession and secured to the holder by the certificate of validity, but in cases where no such provision has been made timber rights should be considered to be one of the necessary surface rights to the miner, whether for the mine, burning or building.

33. In my opinion the rights under mining concessions as now prepared are not limited to those sanctioned by the Concessions Ordinance. They take the form of a lease of the land, including the minerals, by express grant, also the timber, but they are not, in any cases that I know of, confined to concessions of profits *à prendre*. I contend that when the deed is executed it gives to the lessee the legal estate in, and all rights to, the land, subject to the reservation that the grantor and his people (not traders) have the right to farm, to gather firewood, and to hunt, but no further right to any portion of the surface. I do not know to what extent the Court would uphold my contention, but on the legal construction of the lease I should probably have a better chance in a higher tribunal. It is open to the Court to modify or restrict the term of a lease, but I have not known it to do so on the question of surface rights. Our deeds have been certified practically as they stand, except in the case of a few old deeds, in which it was stated that the lessees should have every right over the land as if held in "fee simple." That expression was deleted. No case has occurred in which the Court has imposed any limitation in the rights over the surface of the land so long as the statutory native protection was provided. As a matter of fact, we have avoided taking the point in the Courts. I have usually come to terms with the squatter, which is practically an admission that we are afraid of the question. We have exercised our rights by building villages and keeping out persons to whom we object, but we made what I think was a great mistake in compelling our labourers to build their own houses and allowing traders to build their own stores—the result of this is that we have a number of persons in the villages who have nothing whatever to do with the mine, whose presence is undesirable, and over whom the mine manager has no control. I am of opinion that all buildings in or about a mining village should be erected by, and be the property of, the mining company. I think, in the instance I have quoted, the houses should be taken over by arbitration or otherwise. I have advocated this all through. I think a company should be obliged to house its labourers free of charge. In view of the present high rates of pay for labour I do not think it unreasonable to make the men pay a small rent for accommodation, but that should not be carried to the extent of allowing a company to make a profit out of its village. The responsibility and liability of making the place sanitary rests with the company, and the expenditure in connection therewith should be paid by the miner. As a matter of policy I would make the entry of traders into mining concessions subject only to the approval of the mine manager, and it should be permissible for rent to be reserved. With regard to spirit licences, there is no need for any further control than that of the mine owner and the Executive. The whole of the Tarquah town is situated in the Tarquah concession, and is the subject of a special agreement between the Government and the mining company. The Government wished to acquire the site of the present township for a town, and as there was no certificate in force they could only do so by paying compensation. The native township is held by the Government under a separate agreement, under which the Government undertakes the management and sanitation, and pays the company one-half of the rent it receives. The Tarquah concession is certainly peculiar and dates back to 1878, and there was considerable

doubt in the minds of the Law Officers as to what rights it gives the company. The company itself has no say as to what traders may enter the township, or what persons may occupy places in the native township. They have their own little village, and that they control themselves. There is nothing in the concessions granted by the Chiefs to the Tarquah company entitling them to exercise surface rights other than those appurtenant to mining. They are permitted to draw rents because of their agreement with the Government. The agreement with the company was dated November, 1902, and was an absolute assignment of certain rights to which the company claimed to be entitled. There was nothing special in the deeds that gave the rights that were assigned to the Government. In my opinion the receipt of the rents and profits accruing from the erection of these commercial buildings on the concession is profit which they are entitled to receive as owners of the land under a demise of the legal estate.

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(15)

Henry Hay, Superintending Engineer of the Fanti Consolidated mines, The Gold Coast Amalgamated mines, and the West African mines, also looking after nine other mines, states:—

I have been connected with West Africa since March, 1910.

2. The larger number of the concessions with which I am now connected were acquired previous to my coming here, but I have also had considerable experience in obtaining concessions through Mr. Giles Hunt. The usual practice is to make verbal applications to the Chiefs through Mr. Hunt, but in one case I got into personal touch myself. The Chief comes with his headmen, and he is given some idea of what is wanted, but in the case in which I negotiated personally, I previously notified the Chief of the area desired. In this instance the Chief granted the land required, but it was afterwards found that he had previously conceded it to someone else, and that is why I now prefer to deal through Mr. Hunt. Money is the principal object of the Chief, and it is my experience that he will wilfully concede land to two different parties. Provided they can get money by so doing the Chiefs will say anything so long as they do not run the risk of being taken into Court. Directly the headmen think there is any danger they oppose the concession.

3. When taking up a mining concession we usually take up also a timber concession in an adjacent area, for fuel. We do not, however, take up timber rights for export—they are exclusively for fuel.

4. After our legal adviser has come to terms with the Chief—generally after protracted negotiations—the terms are incorporated in an indenture by him.

5. Previous to Mr. Hunt being instructed to negotiate with a Chief, the usual course is to take up an option on the area for two or three years for a lump sum, and carry out prospecting operations. If after prospecting we think it worth while, we take the land up. When I came out here we had several options. They were prospected and I condemned three.

6. The majority of the concessions with which I have had to do have been 1,000 fathoms square, but we had one option of 2,500 fathoms square.

7. With regard to the area that might be worked by a company in a year, I should say that 10 to 12 acres might be worked if the operations were carried on on a large scale, but none of the mines here are sufficiently equipped at present to do this. Further, the reefs here are very patchy, and there is a large amount of ground not worth working. There is gold, but not sufficient to make working the land a payable proposition.

8. The term of the mining concessions is usually 99 years. In the case of concessions that were taken up before the Court exercised jurisdiction over them, companies sometimes obtained much larger rights, even extending to freehold, and sometimes surface rights. I know of cases where these rights have been cut out since, and I think it is a point that some of the companies concerned have a fair claim for compensation for the loss of such rights.

9. Although the Ordinance permits concessions being taken up for 5 square miles as a maximum, they are sometimes smaller. Many concessions have been taken up for an area of 1,000 square fathoms, which is the standard of area generally adopted by the native. It is usual to take an option of more than it is intended to lease.

10. In certain circumstances, provided the nature of the ground and the cost and conditions of working are such as to justify the expenditure, it would be possible to work out the whole area within the term of the lease.

11. I have no decided opinion on the subject of the limit of 5 square miles prescribed. I think it is large enough but do not think it capable of reduction.

12. I think that in addition to mining rights there should be timber rights. Timber is very much cheaper than coal. It is necessary to burn wood on concessions far away from the railway line. We have the right to take timber from our mining concession, and any other concession for timber rights must necessarily be near.

13. As to the term of 99 years, I hold no decided opinion. I think the term is a fair one. It is possible, if the working conditions were improved, that a concession could be worked out in 60 years. It takes nine or ten years before gold can be got out of a mine in paying quantities. A light railway must be laid, the surface cleared, and, if circumstances justify, an appeal would be made to the Government to continue the railways. The plant

must also be laid down. In the case of the Wallace Syndicate, after working three years they have two shafts going down a few feet, but they have no plant yet. They are now in a position to guarantee a certain percentage to the Government to extend the railway. A company may start with only about £5,000, and has to spend a lot of money on this preliminary work. It takes longer to open up a mine in this country than in any other. The jungle is dense, the means of transport limited, and the nature of the country generally difficult. Any indulgence that can be extended to industrial operations in this country should be accorded to mining companies. The British public has invested large sums in the mines in this Colony, and the dividends paid so far have been very disproportionate. In the case of a concession which is not touched by the railway it costs anything from £30 to £60 a ton to transport plant, and a company might therefore decide to do nothing until the railway comes. Until some transport facilities have been arranged it is useless expenditure for a company to attempt to open up a mine. On the other hand, there are gold-bearing lands now touched by the railway where it does not pay at present to mine, on account of cost of labour and bad working conditions. Later on, they may prove workable at a profit if conditions improve. Generally, having regard to the varying conditions which affect working cost, I do not think it is a practicable proposition to insist upon a concessionaire commencing work within a certain time.

14. With regard to the suggestion that prospecting licences should be issued for a district or part of a district for a specific period, instead of the present system of taking up options, I see no objection to the proposed scheme, but think the present one as good.

15. I know of no case in which miners have used the surface for other purposes than those appurtenant to mining, except where they have an express right to do so. We have the right to cut down the mahogany trees for mining purposes, but not to sell. I agree that the right of the miners to the use of the surface is limited to making the necessary shafts, sites for houses for superintendents, miners, and labourers, and for machinery and plant, and ground for growing vegetables and other produce for the use of the people connected with the mine. Also the right to construct roads and waterways. These rights are necessary to the miners, but at present we do not get them. Traders who wish to establish themselves in a mining village are charged a ground rent of not more than £20 per annum. This money is spent in helping to keep the place in a sanitary condition.

16. There are cases in which a mining company has erected the houses for its labour forces, but there are also cases in which the houses have either been wholly or partly built by the labourers themselves, mostly on sites laid out for them. A trader would have to build his own house, or else take over one already built. The trader is very often merely the representative of a firm in a neighbouring town. In many cases the mine is situated at some distance from a town, and it is necessary for traders to come to supply the needs of the people connected with the mines. I do not, personally, believe in natives being permitted to build houses for themselves—I think the mining companies ought to do it for them. We should like to have the power of ejecting a native who creates a disturbance or refuses to work. At the present time there are five or six men idle for every one that works in the village. Those that do not work have no visible means of subsistence, and I think it desirable that the companies should have the right to keep that type of native out of the mining villages. Natives passing through the district often stay in the village for a fortnight, and it is these people who are responsible for most of the disturbances that occur. They are generally there either to collect debts or for the purpose of thieving. They usually pay about 2s. 6d. for the use of a room for a fortnight. No persons other than those connected with the mines should be permitted to reside in the villages without the consent of the mining company. The mining companies have to pay the Government for police to keep law and order. Of course, if the companies built the villages they could keep undesirables out, but it would be an expensive business now to pull down the existing houses, compensate their owners, and build fresh ones.

17. I am aware that there are cases in which companies have been reconstructed and have transferred their concessions, and also instances in which companies have subleased their properties. Companies sometimes acquire more land than they can effectively deal with themselves: they spend a good deal of money on preliminary work and then have nothing left to continue with. It takes more money to open up a mine in this country than it does in any other part of the world. Many companies are merely promoting companies, and some of the concessions taken up by them have never been worked.

18. As to those cases in which a concessionaire proceeds no further than obtaining a certificate of validity, I see no harm in allowing him to hold the land for an indefinite period. As far as I can see, the interests of the native and of other compantes are not prejudicially affected thereby.

19. The worst feature in the Gold Coast is the granting of options for large areas, sometimes as large as 10 square miles, which are renewed from time to time, without survey or certificate of validity, on payment of a small rent to the Chief. This system is harmful, and I am in favour of making an option for a specific period without power of renewal. The period might be three years; and at the end of that time the holder would either have to make a selection, or the option would lapse. The situation could be described by natural topographical features.

20. It does not pay a company to hold a concession without working it. They have their expenses to meet. The quicker they make the mine a paying concern, the better for everyone concerned. None of the companies with which I am connected would do such a thing, unless the land was of such low grade as to make it not worth while to proceed under present conditions. If a company found they had not sufficient capital to go on developing they could easily interest other companies in it.

21. I would like to call attention to the fact that in the Western Province the native makes beneficial use of only a very small proportion of the land. To a large extent he depends for his livelihood upon the mines—that is to say, the mining rents go towards buying food and drink, and keeping up the villages. Outside the mining centres the native has to some extent cultivated the land. It would be a mistaken policy to attempt to reserve the whole of the land for the native. The Colony has all the advantages of a tropical country, and efficient occupation of the soil would be more profitable, and to that end I suggest that every inducement should be offered to joint stock companies as they are in the East and in other parts of the world. The inducements might take the form of a freehold right or a very long lease with right of renewal for the surface. I think the leases should be for a term similar to those in the east, viz., 999 years, so as to give companies a reasonable prospect of reaping benefit from the land, instead of handing over their plantations to the natives at the end of 99 years. I would be quite prepared to accept a clause by which such companies should be compelled to do a certain amount of work within a certain time, and thereafter continue effectively. If a number of companies made profitable occupation of the land in this way other companies would come with the idea of taking up concessions and selling them—this would be a form of speculation which it is desirable to avoid. What is wanted is to make the best use of the land, and make an industrious people. Then you have a prosperous country. I can say that in the Western Province not 5 per cent. of the country is cultivated. The natives are not sufficiently numerous to cultivate the land themselves, and they have been spoilt by the amount of money they have received. The native in this district is useless for work, and labourers have to be brought from outside. Normally a third of the population of this province is composed of aliens. The best labourers we get are those that have been brought from outside the Colony. When it is required to cut down mahogany trees the native cannot be induced to do it, and it is necessary to look elsewhere for labour. There are a few native farmers, but the bulk of the farmers are Appollonians. The native in the Western Province is not much use to anyone. He is becoming a degenerate through drink and generally slack habits. If they continue to receive the money that they are at present getting I think they will disappear. In the Western Province the local indigenous population is not on the increase. Most of those working on the mines are outsiders. I see no immediate prospect of the native being deprived of land he legitimately requires for his own purpose owing to alienation of land to white men.

22. The matter of surface occupation for mining villages is one that is receiving attention by the sanitary authorities at Accra at the present time. The stand that the mining companies have taken is that they are entitled to the surface for the erection of these villages. There seems to be some doubt in the official mind as to whether we have that right, but there is no doubt in mine. It would put an end to a lot of contention if this matter were settled. In the matter of sanitation it costs more to put some villages in a good condition than others. It is impossible for us to go to expense in the matter for the benefit of that portion of the population unconnected with the mines unless we are going to get some recompense for the work done.

23. Some of the mining companies have taken up rubber rights on the same area as that of their mining concession. The reason for this was that I heard that certain trading firms were acquiring rights over the same areas and were erecting buildings. I have had two rubber rights taken up separate from, and in addition to, the rights taken up for mining.

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(16)

Edward Collett Homersham, General Manager of the Prestea mine and of the Appantoo Consolidated Co., states:—

I first came to this country in 1901 to inspect properties owned by my company, and I stayed here for nine months, travelling a good deal about the district between Tarquah and Prestea. Afterwards I was in practice for myself in London, and also spent some years in South Africa. In the early part of 1909 I came out here again for the West African Mining Co., and after a time at home I returned to take charge of the Prestea Block "A" mine. I have known the conditions of the country on and off for some time.

2. I have had preliminary negotiations with Chiefs in respect of alienation of land. I think they have a fair knowledge of the areas they are conceding so far as mining areas are concerned, and I do not consider that the white man has taken advantage of the native at all; in fact I should say that the reverse was the case. I have, however, known of cases in which the Judges have not had an exact knowledge of areas.

3. My experience has been in connection with concessions granted under the Concessions Ordinance. The area of the Prestea mine (Block "A") is less than 5 square miles. This mine has been working on and off for more than 30 years. I do not consider that 5 square miles is too large an area.

4. I think a company should be allowed to occupy the land forming the subject of a concession prior to survey, the land being roughly described in the indenture. We are allowed to do this now, but until a certificate of validity has been granted the company is always liable to be confronted with an old lease, and involved in litigation. Whatever form the approval may take or by whatever means it may be obtained, the concessionaire should not be called upon to pay survey fees until the land is approved to him.

5. I am in favour of land administration being in the hands of the Executive instead of the Court. My experience in Australia has taught me that the former system is the better one.

6. It would be to the advantage of the country if concessionaires were placed under obligation to commence work within a certain time, say, six months at the outside, and thereafter continue effectively and continuously. In the case of a concessionaire being obliged to discontinue work a certificate of exemption might be granted provided he can show good cause for the stoppage. It would be unfair to make this retrospective, but if it had been done from the start the country would have been opened up years ago.

7. Cases have occurred in which the rent has been raised by the Judge, and in which the applicant has thereupon refused to proceed further. In such cases the landowner has afterwards gone to the applicant and begged him to take up the land at the rent originally agreed upon.

8. The miner should be in possession of such surface rights as are reasonably appurtenant to mining operations, viz., occupation of such portion of the surface as is necessary for his plant and machinery, for housing accommodation for his staff and labour force, for the construction of roads and waterways, and for the planting of gardens for vegetables and other produce for the use of the people connected with the mine, and for the use of such timber as is required in the mining operations. I know of no case in which a mining company has made money other than by mining.

9. There are 2,800 workers on my mine. When I came to Prestea I started building houses on sanitary lines, and I have also assisted the boys working on the mine to build their own houses, but sub-letting is not permitted. There is a clause in the agreement which stipulates that the mine shall take over the house after they leave. It is desirable that the houses on the mining property should be in the hands of the mining company. There is a large number of people in the village unconnected with the mine. I consider it most desirable that mineowners should erect, manage, and control the villages provided for their labour force, and that workers should not be permitted to put up their houses in any place they like.

10. We have a resident doctor, and the sanitary condition of the village is in his hands. The people are gradually being moved to a village recently erected by the company on sanitary lines, but this cannot be done rapidly. They have to pay 10s. to give us the right to the property, and a sanitation fee of 2s. 6d. per month. These contributions represent only a small proportion of the money spent on sanitation. No profit is made; the whole, and more, is spent on sanitation.

11. We take up occasional timber concessions, which must be adjacent to the mining area. It is necessary to have the area taken up for timber surveyed.

12. I do not consider that the native is being deprived of land that he requires for his use owing to alienation of land to Europeans. There is plenty of room for both the native and the European.

13. Provision should be made for the automatic cessation of such concessions as are not proceeded with within a certain time after the filing of notice.

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(17)

Mr. James Wilfrid Newbury, General Manager of Tarquah and Abosso mines, states:—

This is my second tour in the Colony. The first tour lasted 11 months, and this, my second one, has so far extended over five months.

2. I have had no personal experience of applications for concessions here, but on four occasions I have been approached by natives who have represented themselves as being the agents for different Chiefs with concessions to dispose of. Two of them were in the north and two in this district.

3. I have had experience in obtaining concessions in Australia, China, India, and Burmah. I know of no place in the British Empire other than in West Africa where the administration of land is in the hands of the judicial authorities. It would be better and more expeditious if it were placed in the jurisdiction of the Executive. It is probable that the man on the spot is in a better position to learn all about the land than the Judge sitting in Court, and to that extent it would be preferable that the supervision of land matters should be in executive hands.

4. The preliminary negotiations are completed with the Chief without the intervention of anyone connected with the Government. It is not until the filing of notice that the matter comes within the cognizance of the Court. It would be a protection to both parties if the Government came into the matter in the first instance.

5. In Burmah the land is recognised as the property of the Chiefs, and to that extent the situation is similar to that here. Notwithstanding this the assistance that is given to the Chiefs is given by the Executive, and the Chiefs always refer to the Executive and the Executive to the Chiefs. Generally speaking it is a system to which the Chiefs are accustomed and which works exceptionally well.

6. The fact that the matter is dealt with by the Court here is the cause of the proceedings being so protracted. In many instances when a man takes up a concession he has no intention of working it, and if the proceedings were more expeditious this type of man would be kept out. There is still a good deal of hawking of concessions.

7. I approve of the suggestion that prospecting licences should be issued for a short term instead of the present system of options, with the addition that the holder of the prospecting licence shall be compelled to employ a certain number of men on prospecting work during each year that the licence is valid. The effect of this would be to compel the holder of the licence to carry on his work continuously and to a reasonable extent, and if he failed to do so at the end of any particular year it should entail forfeiture of the licence. Further, it would place the bonâ fide worker in much the same position as he is at present when in possession of an option and at the same time would prevent people taking up options with the object of going home to sell them, because they would have nothing to attract the attention of people at home.

8. The areas of the concessions I am working are both under 5 square miles, and no portion has been completely worked out. I could give no general idea as to how much land could be worked within any particular period, because it varies so much in different places.

9. I consider it desirable that in cases where concessionaires proceed no further than the filing of notice, and take no steps to get the area surveyed and apply for a certificate of validity, the concession should be forfeited, unless the man has a reasonable excuse.

10. Concessionaires should be placed under an obligation to commence work within a certain time, say 12 months, after approval of the land, and thereafter to continue effectively, under penalty of forfeiture.

11. It would be a distinct advantage to permit a concessionaire to commence work directly the land is approved to him. He might be able to start work at once, whereas in two years for some reason he might not.

12. The miner should be allowed such surface rights as are necessary for mining operations, and for the accommodation of the people connected with the mine, and the growing of vegetables for the use of the workers.

13. I know of no case in which a mining company has made use of the surface for purposes other than those connected with mining operations.

14. We have a mining village for the accommodation of our people. The site was originally selected by the mine authorities. The medical officers were not consulted because they had not come to the district then. The houses are sometimes erected by the company and sometimes by the natives. We do not propose to take over the houses belonging to the natives unless they become objectionable. If they did become objectionable we should apply to the Government to turn them out of the village, and take over the houses on valuation. There are not many outsiders in the village other than traders, who come in at will, but may not build without the approval of the company. They can take a house from the company on payment of a sanitation fee and a small rent, which is spent on the conservancy of the village. Traders are very necessary in a mining village that is isolated. All the workers in the village have to pay a sanitation fee of a penny per day, but this fee is in the first instance given to them by the company in addition to their actual pay, in order to give them a feeling of personal responsibility in the matter of cleanliness. As a matter of fact much more than the total of these fees has been spent on sanitation. So far in the present half-year we have spent about £1,500, which is £400 in excess of what has been collected. I know of no case in which a company has erected houses with the idea of making a profit.

15. We have taken up a concession for timber to use as fuel. This concession extends for 5 miles along the railway, and is half a mile wide on each side. We have an exclusive right to the area, but take no steps to keep people off the land. If the natives want to come to collect natural produce, or for the purpose of shifting cultivation they can do so. The fact of our having taken a concession on the land does not affect the native in the least. This concession was taken up in the usual way through the Courts, and we paid a survey fee. How much the survey fee was I cannot remember, but it was more than £100. It would be a good thing if a company could take a licence to collect timber instead of the present system whereby a concession is necessary. Our requirements would be equally well met by a licence.

16. I do not think that alienation of land is prejudicial to the interests of the native population. There is plenty of land to spare, and, so far as I am concerned, I encourage the natives to come on to my mining land.

17. With regard to the mining licences issued under section 27 of the Concessions Ordinance, I feel very strongly that they should be in the name of the company and not in that of an individual. At the present time a company has to go to the expense of a fresh licence every time a man is changed. I do not think this is equitable. The licence should be issued in the name of the company, and the number of labourers specified.

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(18)

Mr. Francis D. Bray, General Manager of the West African Trust, states:—

The concessions owned by my company are one of 6 square miles and twelve of 6,000 ft. by 6,000 ft. They were taken over by the Company two years ago from the Himan Company, who originally acquired them from the Chiefs between 1902 and 1910. With most of them we are in the secondary stage, that is to say we are laying down plant and sinking shafts.

2. I have had experience of this country since November, 1908, but have had no dealing with Chiefs regarding concessions.

3. One block of 2 square miles would be sufficient for working the mineral. If you have obtained an option and prospected in a thorough manner to enable you to locate the gold an area of 2 square miles would be sufficient. I do not think a term of 99 years too long. Owing to labour difficulties the term should be longer here than elsewhere.

4. I have had no experience of options on any property previous to titles.

5. The surface rights of miners should include: the right to take timber for fuel or any other purpose connected with the mining operations, the right to erect plant and machinery, and buildings generally; the right to occupy the ground for the purpose of making roads or aqueducts or other means of transport to the mines, housing accommodation for the labour force, and the planting of vegetables and other produce for the use of those connected with the mine.

6. The forests included within the boundaries of our concessions are not sufficient to supply all the timber required. One block would soon be exhausted. We do not use coal now on account of the cost of transport, but we shall have to eventually. How far it pays to carry timber depends entirely upon the configuration of the country.

7. About 300 natives are employed on one block during the sinking of shafts, but later on, when the mines are being worked, 1,000 will be required. They are provided with houses which have been built by ourselves on a definite plan, including drains and sanitary matters. The selection of the site received careful attention from a health point of view. We charge the boys a penny a day. Their wages average 1s. 10d. per day. If a boy is discharged from the mine, he is not turned out at once but is given an opportunity of getting work elsewhere. There is no resident population other than that connected with the mines and traders, and I should not allow it. So far we have got the whole matter of housing accommodation in our hands, including medical examination and sanitation. The whole of the fund raised by the boys' contribution of a penny a day is devoted to the expense of sanitation. Our houses are built on modern lines, with swish walls and galvanized-iron roofs, and cost £30 each. They were designed in consultation with native clerks and surveyors. The medical officer has visited the village several times and is quite satisfied with it.

8. If the mine is at some distance from a town, the presence of traders is necessary to supply the needs of the labour force. The goods supplied include luxuries as well as necessaries. Admission is limited to those traders who have been commended to us by a European firm. All applications for gin licences are referred to us, and to that extent we regulate them. This system works very well indeed. We have three gin licences in the village, and that is ample. We make the traders build their own houses in accordance with such plans as are approved by us, on an approved site, and on the understanding that the house belongs to us. In the event of their wanting to vacate it we take it over at the price they paid for it. They build for themselves better and more expensive houses than we would. They are charged a ground rent of 5s. per month, and the money goes into the fund for the improvement of the village. This fund does not cover the expenditure; and if a company looks after its village a surplus will never occur.

6. We have a resident medical officer who visits the village once every day. He has a body of men under him to carry out his instructions. They are entirely under his direction, and I think interference by the Government would lead to friction.

7. I have experienced no difficulty in getting labour, in fact I have to refuse it sometimes. The attraction is that we are not down to the low level yet, and the living is less expensive than at other places. I do not think the improvements in the village are sufficient to attract them, but they help. It is likely, however, that we shall have difficulty in getting sufficient labour when we commence mining, and we intend to substitute machinery for manual labour as much as possible in all departments. Not more than 30 per cent. of our present staff are natives of the district.

8. I do not think the areas already conceded have incommoded the native at all. So far as mining land is concerned alienation of land does not deprive the native of land that he has been in the habit of using. He benefits by the presence of the miner because it gives him a market for his produce. The people farm to within 500 feet of the shafts in some places.

9. I see no reason why a concessionaire should not get on with his work prior to survey being completed, provided he takes the risk of going outside his eventual boundaries. On the other hand I agree that a concessionaire should be placed under obligation to commence work within a certain time, and afterwards to keep on continuously and effectively, unless he obtain a certificate of exemption. This would prevent people sitting down and waiting for a rise in the market—a thing that has been done often in the past. I should, not, however, care to express an opinion as to what time a man should be allowed to commence work in. I suggest that the efficiency of the work should be measured by the amount of money spent on its development.

10. In a case where a man does not proceed with his application after a stipulated time, it would be in the interest of the mining community if the concession automatically lapsed.

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(19)

Paramount Chief of Bensu—Kwamina Eninill IV—states:—

There are 77 sub-chiefs in my division. I have occupied the stool since 1904.

2. I have personally received no applications for concessions: all my land is divided amongst my sub-chiefs. It is the duty of my sub-chiefs to advise me when they receive applications for concessions, and in practice they do so. If a sub-chief did not advise me, on the matter coming to my knowledge I could prohibit the concession, but if I am advised I have

no right to do so. I receive one-tenth of the money paid for land conceded in my district. Before a sub-chief disposes of land he should consult his own councillors and elders. I believe this is always done.

3. After the tenth of the money has been paid to me, the remainder is divided between the stool, the sub-chief, and the elders. The elders give some of their portion to the young men who help in the work of the village or district. The bulk of the people get nothing. The land is the property of the people.

4. A considerable number of the sub-chiefs have granted concessions.

5. My stool is in debt to the extent of £2,000 or £3,000. Most of the debts were incurred before I occupied the stool, those incurred since are two sums—one of £400 and one of £600. I believe most of the debts have been incurred in litigation. Chief Esselkojo's stool is in debt, but otherwise none of the other sub-chiefs' stools are indebted.

6. I subscribed £400 to the Gold Coast Aborigines Rights Protection Society during last year. The amount was suggested by the Society. I do not know what the other Chiefs subscribed. The reason for collecting the money was in order to send to England in connection with the Forest Ordinance. I believe the money is still at Cape Coast.

7. Although I have granted no concessions myself, I have knowledge of concessions granted by sub-chiefs during the time that I have been on the stool. The custom is for the white man to come to the Chief and negotiate, and they bargain as to the price to be paid. The Chief agrees to give so many square miles, or fathoms square, and quite appreciates what he is giving. Sometimes, however, they have given more than they thought. If they had known what they had been giving they would have got more money. The Chiefs never ask a white man for his advice. When an agreement is arrived at a document is drawn up in the English language. The Chief has always a clerk who can read English and it is read over to him by the clerk. It has sometimes happened that the Chief goes to the District Commissioner and asks him to explain the document. The amount paid for a concession varies; it may be £100 or it may be £200. Notwithstanding the concessions already granted, I think there is plenty of land. The people are allowed to go on concession land and cultivate. The fact of a concession having been granted does not prevent the people having the use of the land. In spite of infantile mortality the population amongst my people is increasing. My people are going on granting concessions.

8. My income is derived from fees received in my capacity of Paramount Chief. I cannot say what my income is.

9. It is a fact that I am about to be destooled.

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(20)

Chief Esselkojo of Appintoe (Tarquah district) states:—

I am the principal sub-chief under the Paramount Chief of Bensu. I have occupied my stool for about 17 years—therefore, during practically the whole of the time that the white man has been looking for concessions here.

2. The land attached to my stool is very extensive, but I could point out its boundaries. About one half of my stool land has been alienated. I have no intention of giving further concessions, but might do so in certain circumstances. I have refused to grant concessions on two or three occasions, but have so far granted between 60 and 70. I used to negotiate myself, but after the documents were prepared I would go to the District Commissioner and ask him to explain them before signing. This was to protect myself from any unreasonable clause inserted by the white man. The land is usually described in square miles. I do not know what a square mile is. Sometimes I have given more land than I intended, and if I had known the true extent I would have given less. It would be an advantage to have advice in the preliminary stages.

3. Of the money received in respect of land conceded, I usually give one-fifth to the Paramount Chief, the remainder being divided between my stool, myself, and my elders. The ordinary members of the tribe get nothing. I spend some of my portion on my tribe and some on myself and my family.

4. There is a debt attached to my stool to the extent of £5,000 or £6,000. The debts are two years old and were incurred mostly in lawyers' and court fees. My income from rents is £700 per annum. The Commissioner has, however, taken over the rents in order to make provision for the payment of the stool debts.

5. I consider there is still sufficient land left for my people to cultivate. The people are also allowed to cultivate upon the surface of the land given out in concessions.

6. A large number of infants are always dying, but I think the population is increasing largely.

7. At some date after the concession indenture has been drawn up, a Chief has to go to the Court at Sekondi. Sometimes I go myself and sometimes I am represented by my linguist. In addition, two or three people connected with the tribe have to go. I choose them myself, and take care to see that they know all about the concession.

8. I wish to complain that in the case of the Tarquah concession the concessionaires have allowed white people to build houses and shops on land forming part of the concession, and,

inasmuch as their surface rights are restricted to such as are appurtenant to mining, I think the rent should come to me instead of being appropriated by them, as now happens. They are not built for mining purposes; in fact, those I am referring to are the whole of the shops and houses in Tarquah town. I do not know whether the Government made any arrangement with the mining company respecting the Government buildings erected on the concession land, but they did not do so with me.

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(21)

JOHN TALFOURD FURLEY, Provincial Commissioner of the Central Province, states:—

I have been Provincial Commissioner of the Central Province for four months. Previous to that I was in the Western Province, stationed at Sekondi, and I was at one time District Commissioner of the Tarquah district.

2. I have a fair knowledge of matters connected with mining.

3. I agree with what has been said here with regard to the tenure of land, the rights of the Chiefs to alienate land, and the division and distribution of consideration money. I believe that the money has, as a general rule, been distributed in accordance with native custom. The general community receive no benefit from the alienation of land at present, and it would be equitable to retain a portion of the money to spend on works of public utility in the district. I anticipate, however, that the Chiefs would object to this on personal grounds, as it would be against native custom. The main objection to an applicant going direct to a Chief to negotiate for a concession is that the Chiefs never know the value and extent of the land they alienate. Stool land is sometimes alienated by Chiefs on the spur of the moment without proper consideration. The boundaries are never properly defined, and I do not think the Chiefs, especially those in the bush, know what they are doing, or whether they are receiving a fair rental. The Chief gets no advice from any one, and is prone to give a large area for a relatively small consideration. I agree that the District Commissioner might well come into the negotiations in the early stages. I think it would be in the interest of the Chiefs and people if the application was made in the first instance to the District Commissioner.

4. The present system by which the alienation of land comes within the jurisdiction of the Supreme Court is satisfactory, except for the fact that the Judge does not view the land, and in this connection I remember a case in which two villages disputed about a piece of land for some time, and in the end judgment was given by the only Judge who had visited the land to those parties who had previously been adjudged to be in the wrong. The natives will accept with more confidence the decision of an officer who has visited the land than one who sits in Court and never does so. The Judge sitting in Court can only decide on the evidence before him, and important evidence may never come out. For instance, there was a case of a Chief in the Axim district who was litigating with his head Chief for about ten years. He lost his case every time, and after an interval he started proceedings again and had a plan drawn. There were three absolutely independent witnesses, and the Court gave judgment in favour of the applicant, not knowing that there was opposition, and it was not brought to the notice of the Court that there had been previous litigation.

5. I think too much time is lost between the first application for a concession and the granting of a certificate of validity. Continual appearance before the Court and the assistance of lawyers is expensive, and if it were avoided it would be a good thing.

6. The alternative system of approval of applications for concessions by an executive officer of sufficient experience and authority would be as good as, and possibly better than, the the present system. The people in the Colony have no experience of any method other than the present one, and therefore to suggest anything else is to suggest something of which they have no knowledge.

7. With regard to the time and area for which concessions may now be granted, I think both might be reduced with advantage—the time to 50 years.

8. I would allow to the mining companies such surface rights as are necessary for their mining operations. The companies should be allowed to erect suitable housing accommodation for their labour forces, and they should have the right of admitting such traders as are required to supply the needs of the workers. For the housing accommodation they should be permitted to charge rent but not to make profit. The traders might be charged a small sum to reimburse the company for any expenses that they may have been put to. A small tax might also be made for sanitary purposes.

9. With regard to timber concessions, these are usually granted to take rubber and natural forest produce. I agree that it would be better to issue licences instead of leasing the land outright.

10. As far as my experience goes I should say that the population is not materially increasing, and I do not think there is any danger of the native being deprived of land that he requires for his own use.

11. The presence of the mining companies gives the native an opportunity of learning new and improved industries and also of earning better wages, but, on the other hand, the increase in earning power is counterbalanced by the additional cost of living. In my opinion the presence of the mining companies is an advantage to the native population.

12. So far as the Court can be satisfied it takes care to be satisfied, but it does not follow that the Court has always the best and most complete evidence before it.

As a matter of fact the applicant is usually so anxious to ensure that anybody who ought to be present is in Court, that the Chief usually brings more people than are necessary.

So far as I know the Chiefs never do consult the tribe as a whole, but they do consult their elders, which is all that is required of them by native custom.

13. To my knowledge the rates now approved by the Court for consideration and rent, are more or less recognised, but I am unable to say at the moment what they are.

14. There should be some procedure for registering leases before companies can be floated or work commenced. At present there is no compulsory registration. There is no supervision and anybody can go and take a grant of land that a Chief is willing to give, and do what he likes, float his company and get on with the work.

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(22)

Amanhin Amonoo V of Anamoboe of the Saltpond District (Central Province), states:—

I am unable to say what the extent of my land is. There is no mining land in my territory. No concessions have been applied for or granted in respect of my land. My people are mainly interested in agriculture. Some of them have bought land in a neighbouring district for cocoa, but the cultivation of this product has not yet been started in my own country.

2. In my opinion the land in the Colony is divided into three classes: stool land, tribal land and land which is the property of individuals. The occupant of the stool for the time being has charge of all stool lands, but his subjects usually obtain permission from him to work on the land. A Chief has to consult the principal families of his subjects before disposing of the stool land; he cannot deal with it as his private property.

3. I know nothing of the alienation of land except by hearsay. I cannot say whether the Chiefs always do their duty in the matter of consulting their tribe before disposing of land.

4. All consideration money is paid to the occupant of the stool, whose duty it is to hold the money as trustee for the people and use it in the interests of his subjects. He has no right to dispose of it to his personal advantage, and if he did so it might cause his destoolment. Our people generally spend money in funeral customs, and if a family lost a member and after the ceremonies it was found that it could not pay the whole cost it would receive assistance from this fund.

5. The head of the family should be consulted in the case of alienation of tribal land, and he is obliged to consult the other leading members of the family, and afterwards the Paramount Chief. If the leading members of the family are not satisfied they complain to the Paramount Chief, who would oppose the alienation. The ultimate decision always rests with the Paramount Chief. The tribe can only dispose of its land with the sanction of the Paramount Chief and other members of the family.

6. It is my opinion that the population of my own tribe is decreasing owing to emigration to seek employment elsewhere. Some go to the mines, some become clerks, some work at agriculture, some get employment as boatmen, and others become fishermen. They can earn better wages elsewhere than in my own country. They, however, often come back.

7. Most of my people are farmers. I do not think there is any likelihood in my country of there being insufficient land for the use of the people, but if I were to alienate land to Europeans that danger might arise.

8. I think it right that a portion of the money received as consideration for land alienated should be devoted to the development of the land and to the interests of the people generally.

9. The presence of European industry in the country is a benefit to the native population, as it gives them opportunity to become skilled workmen and earn higher wages, and also to learn the planting and preparation of new products.

10. There is a suggestion at present to have a light railway from Saltpond to Anamoboe, the natives to make the road if the merchants will put the tramway upon it.

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(23)

Amanhin Akinnie of Ekumfie (Saltpond district), states:—

My land, which is entirely farming land, is situated at a distance of two days' journey from here. I have never received any applications for concessions.

2. With the exception of the forts and their immediate surroundings, and land acquired for public works, the Crown has no rights in the land. All land is owned by some Chief or tribe; there is no such thing as land without an owner.

3. Land in the Colony is divided into three classes: stool land, tribal land, and individual land.

4. An occupant of a stool is the owner for the time being of the stool land. The Chief usually gives his subjects permission to enter for the purpose of farming and they have to

give him a portion of the product as rent. The Chief has the right to turn a subject off the stool land if he so desires. The subject occupies the land merely at the pleasure of the Chief. It is the Chief's duty to consult with the elders of the tribe as to the disposal of stool property. The elders place the Chief on the stool and he must agree to what they say.

5. Tribal land is the property of the tribe and is managed by the elders. They, however, must consult the Paramount Chief before disposing of the land.

6. When stool land is leased, the money is divided into three equal portions, one goes to the Chief, one to the stool, and one is divided between the elders. The money is paid in the first instance to the Chief. The portion which goes to the stool is generally used in liquidation of stool debts, which are mainly due to expenses attendant on annual ceremonials. My stool is not in debt. I cannot say whether in the case of other stools the debts are due to litigation or not. It would be a reasonable thing to put aside a portion of the money for the benefit of the tribe as a whole.

7. The population in my district has increased since I was a boy, and I think it continues to increase. This is due to the natural expansion of the native families; few people come to my country to settle. Some of my people go away to work on the mines, and others to the forest to gather produce, but they generally come back. They go because they can make more money away than they can at home.

8. I think the presence of European miners and planters in the country is good for the people, because they thereby learn skilled trades, and become acquainted with improved methods of planting and preparation of products.

9. I am unable to say what the size of my land is. There is plenty for my people but not enough to spare for others.

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(24)

Amanhin Essandoh III of Yamoransa, Cape Coast district, states:—

My country is in the Cape Coast district and extends from the beach six miles inland. It is all farming land.

2. No applications for concessions have been received, and no persons other than my people cultivate thereon. We have not taken up cocoa-growing.

3. Land in the Colony is divided into three classes, *i.e.*, stool land, tribal land, and individual land. No land with the exception of the forts and their immediate surroundings, and such as has been acquired for public purposes, belongs to the Crown, and there is no land without an owner.

4. Stool land belongs to the occupant of the stool for the time being. He usually permits his subjects to enter upon it for the purpose of farming. He takes no rent from them, but the subjects have to contribute towards the liabilities of the stool. All stool land is administered by the Chief but he must consult the family which holds an interest in the stool. He may be said to act as trustee for the land belonging to the stool. He and his elders have the right to lease stool lands but he must consult his elders before doing so.

5. In the case of tribal land, the land is administered in the same way as stool land by the chief and elders of the tribe.

6. Before tribal land can be leased the Paramount Chief must be consulted. The Paramount Chief has the right of prohibition.

7. Money in consideration of stool land leased is paid to the Chief, whose duty it is to divide it into three parts. One portion goes to the stool, one to the Chief, and one to the elders. The money apportioned to the stool is generally spent in maintaining the dignity of the stool.

8. There was no debt attached to my stool when I was installed, and there is none now. I am unable to say whether it is usual for stools to be in debt. I have never been involved in litigation.

9. I concur in the suggestion that a portion of the money received in respect of land alienated might be set aside for the benefit of the tribe as a whole, or for the district.

10. I think the population is increasing in my district in consequence of the natural growth of the native families.

11. The whole of the land in my district, with the exception of forest land, is under cultivation.

12. I consider that the people of the country benefit by the presence of Europeans, as opportunities are thus afforded to them of learning new trades and new methods of planting and preparing products.

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(25)

Acting Amanhin Otu Akrabo II. of Akrabrampa, states:—

My country is situated about 12 miles from Cape Coast, and is entirely farming country. There are no Europeans working there, except in the Botanical Gardens. All the land in my district belongs to me—there is none without an owner and none belongs to the Crown. No applications for concessions have been received by me.

2. The land in the Colony is divided into three classes: stool land, tribal or family land, and individual land.

3. Stool land is the property of the occupant of the stool for the time being, and is managed by him. Stool land may not be disposed of without consultation with the elders of the tribe, but if the consent of the elders is obtained the Chief may lease or sell land. None of my land has been disposed of except such as has been let to my people for farming. In the event of any of my land being alienated, I would receive the money. My people would expect me to do something for the stool with the money if there were no debts. If there were stool debts the money would be appropriated to the liquidation of those debts. It does not often happen that a stool is in debt—my stool is not. Debts are usually incurred in meeting the expenses of the ceremonials, or in litigation in respect of land. I have never gone to law myself, but have been forced into litigation occasionally against my will. The expenses of litigation are heavy, and it is bad for a stool to be continually engaged in litigation. I think it would be reasonable to apportion some of the money received as consideration for land alienated to the improvement and development of the country.

4. The elders of the family manage family land in the same way as the Chief and elders manage stool land.

5. The principal industry in my district is the growing of palm trees. We are beginning to grow cocoa.

6. With regard to population, I think it is growing, due to the normal increase of the native families.

7. There is plenty of land in my district, in fact there is really more than my people can use properly.

8. Occasionally numbers of my people go away to work on the mines or other places where they can earn more money. Although they earn higher wages they find the cost of living correspondingly dearer.

9. I agree that the presence of Europeans in the country is beneficial to the natives.

10. I think the period for which land may be alienated under the Concessions Ordinance is too long. 25 to 30 years would be long enough.

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(26)

Chief Kumah, representing Kwanni Assesi of Dutch town, Sekondi, states:—

No concessions have been granted in my district and none have been applied for. My lands are agricultural and are farmed only by my people; there are no mining lands. There are no debts attached to my stool. The population is increasing in my district. There is sufficient land for my people, even if they took up farming on a larger scale. In making my complaint that if the Forest Bill was passed there would not be enough land for my people, I was referring to the land near Sekondi and not to the bush land, of which there is plenty.

2. Some of my people occasionally go away to the mines for a time, but they usually come back. They make more money at the mines than they do at home, where the only means by which they can get money is by selling surplus produce. Those who go usually take their wives with them. At the mines they learn such trades as blacksmithy, carpentry, &c., and are, therefore, more useful members of the community when they return. Cocoa is not grown in my district. I am aware that this flourishing industry was brought to the Colony by Europeans. I think the example of the planting of new products by Europeans a benefit to the natives.

3. Money received in consideration of lands alienated is handed to the Chief, whose duty is to divide it into three equal parts—one part goes to the Chief, one to the stool, and one to the elders. The portion which goes to the stool is spent on the annual ceremonies. The people of the country, therefore, get no material benefit from this money. A piece of land in my district was purchased by the Government some time since for £570, which was paid to the Chief some months ago for distribution amongst those families from whom the land was acquired. It is at the Chief's discretion when this money shall be distributed. This has not yet been done and the families have not yet applied for it.

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(27)

The Representative of Amanhin Mensah of Elmina, states:—

My country is entirely agricultural; there are no mining lands. My people are mainly farmers, but, in addition, prepare palm oil and collect palm kernels.

2. There are small debts attached to our stool, incurred mainly in annual ceremonials. We have never been involved in litigation.

3. In the event of stool land being disposed of, the Chief receives the money and divides it into three equal portions, one of which goes to the Amanhin, one to the stool, and one to the elders. The people generally get no benefit.

4. There are not so many in my country as there used to be, as some of them have gone to other parts of the Colony. There is plenty of land for the people subject to the stool, but there is none to spare for concessions. Some of the people go to the mines and I believe they earn more money there. They also learn trades and practise them when they come back, which is for the good of our community.

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(28)

Amanhin Kwamin Bassayim of Upper Wassau, states:—

A number of concessions have been applied for and granted in my country. The usual procedure is for the applicant to go direct to the Chief or sub-chief and negotiate, generally through an interpreter. Sometimes the applicant is a native.

2. I have granted concessions which I have believed to be of five square miles, but which on survey have been found to be much larger. If I had known what five square miles really meant I would have granted less.

3. I think the limit of five square miles under the Concessions Ordinance is too large, and suggest that it should be not more than two.

4. I have no complaint to make regarding the amounts of money received for the concessions granted by me.

5. About a quarter of my stool lands have been granted in concessions so far, but there still remains sufficient for my people.

6. (The Chief at this stage was understood to make a complaint to the effect that persons who have obtained mining concessions from him, in which timber rights are not included, have been cutting down timber and exporting it.)

7. I think the term allowed by the Ordinance is too long; 25 or 30 years would be quite enough.

8. It would be a good thing if, in the early stages, the Chief went to the District Commissioner for advice.

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(29)

Thomas Freeman Edward Jones, Trader, first Vice-President of the Gold Coast Aborigines Rights Protection Association, states:—

The Society was formed in 1897 by the Chiefs and elders to watch their interests, and to stand between them and the Government in order to endeavour to obtain better administration. There was an apprehension that the interests of the Chiefs would be invaded by the Government.

2. I have an intimate knowledge of mining affairs in the Central Province. The country is partly agricultural but that is limited to native farms. There is no permanent agriculture by Europeans.

3. I think the population is increasing because those villages that I visit are larger than they used to be.

4. The proportion of cultivated land to fallow or forest land is quite fractional. I would say that not more than one-twentieth is under cultivation at the same time. I do not, however, think that there is more than enough for the natives as their cultivation is a shifting one. Permanent cultivation would be better, but the natives have never tried it. I encourage them to continue the old system because they know no other, but I consider that the Government ought to teach them the better method. No appreciable effort has yet been made to encourage the natives to cultivate the land to better advantage. I think that so far as the Central Province is concerned there is only enough land for the natives. Further, so far as my knowledge goes, the natives require the use of the whole of the land in the Colony, and there is no room for anyone else. I think concessions for mining and other purposes do harm to the native, but I can give no instance in which a native has not been able to get a piece of land because it had been taken by Europeans. My knowledge only extends, however, to the Central Province.

5. There is a large amount of forest land in the Colony, and before commencing cultivating the land the native, of course, cuts down the forest. The more he goes on with his work therefore the more the forest disappears. I agree that he leaves the land in an inferior condition to that in which he found it. There are certain portions of the forest land which a Chief will not give permission to be cleared, for instance, sacred groves and burial grounds.

6. I have been in mining districts but never actually on the mines. The mines are worked by both natives of the Colony and those who are brought from other places. The natives get better wages on the mines, and learn trades which make them of more value when they return to their districts. To that extent therefore the mining industry is a benefit to the people.

7. I was one of the deputation to London when a protest was lodged against Sir William Maxwell's bill. We not only protested against that bill but made suggestions as to the Concessions Ordinance. We submitted that the administration of land might with more propriety be left to the Supreme Court. After 13 or 14 years' experience of this Ordinance, I think it is fairly satisfactory, but requires alteration in some points. For instance, there is often a delay of two years and sometimes more, between the first application and the granting of the certificate of validity.

8. I think the Judge of the Supreme Court is the best person to deal with concessions. The Court is usually dependent on the evidence put before it, but in some cases the Judge has visited the land personally, although this is not a general practice. I do not think a Commissioner would be competent to do what the Judge does.

9. In the first instance the applicant goes to the Chief and bargains for a concession, and these negotiations are carried out before the matter comes into Court. In many cases, however, the applicant does not obtain the concession direct from the Chief, but from a middle man—that is to say a native of the coast—who has already approached the Chief and obtained a promise of a concession for a certain sum, which promise he takes back to the coast as an article for sale.

10. In some cases it has happened that a Chief has conceded a larger area for the money paid than he would have done if he had known the real amount and value of the land he was disposing of. It has sometimes happened that a Chief would not sign the indenture until it had been read over and explained to him by the District Commissioner.

11. Some protection should be given to the native in the preliminary stages of land alienation, but I consider that such protection should emanate from the Court and not from the Executive. I do not think that the preliminary negotiations are of vital importance because the terms can be, and should be, reviewed and altered if necessary when the matter comes before the Court.

12. With regard to mining land I think the area prescribed under the Concessions Ordinance reasonable, but I consider that the term should not exceed 50 years. As to planting concessions, 50 years would be quite long enough, but having had no experience of planting I would not like to say what would be a proper area.

13. As to the disposition of consideration money and rents, the Chief should give one-third to the Paramount Chief. The remainder should be divided between the stool, the Chief, and the elders. I believe the Chiefs usually carry out their duty in this respect. There have been cases in which a portion of these moneys has been spent on education in the district. I agree with the suggestion that a portion of the money should be used for the good of the community generally.

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(30)

Joseph Peter Brown, President of the Gold Coast Aborigines Rights Protection Association, states:—

When a Chief receives an application for a concession he generally calls together those of his people who are immediately connected with the stool and consults them. Before disposing of stool land he must get their consent—this is a universal custom and the Chief is bound by it. I believe the Chiefs always do their duty in this respect, and if they did not they would probably be destooled. During the last month or so a Chief has been destooled for alienating land without the consent of his people. In the case of tribal land the duty of the Chief of the tribe is similar, and I believe here also this duty has been properly carried out. I do not think the people have suffered on account of the rapacity of the Chiefs in this respect.

2. When stool land is alienated the consideration money is paid to the Chief. The duty of the Chief in respect of this money varies somewhat in different places. In some instances it is divided into three portions; one goes to the Chief for his personal use, one to the stool, and one is divided amongst the elders. The portion given to the stool is either used for annual ceremonies or for the liquidation of stool debts. The existence of stool debts is mainly the result of litigation, which is generally the cause when the debts are heavy. The natives of the Colony are very fond of litigation, but so far as I know the habit has only arisen since they have appreciated the value of their land. Litigation is generally the result of disputed areas or boundaries, which, before the land was sought by Europeans, were not considered important. As a general rule the main body of the community gets no benefit when land is alienated, although it not unusually happens that a Chief will give some of his own portion of the money to assist any of his subjects who are in temporary difficulties, and in some parts of the Colony a Chief has been known to expend a portion in providing money to those of his villagers who are engaged in the construction or maintenance of paths. It would be reasonable to reserve a portion of the consideration money to be applied for the benefit of the community, and I would suggest that about 15 per cent. be so retained.

3. I have had personal experience of the working of the Concessions Ordinance. The present practice is for the applicant to go to the Chief in the first instance and state the situation and size in square miles of the land he desires. The Chiefs have had up to the present time no knowledge of the area they were conceding; if they had they would often have received more than they have done. They are now beginning to have a better understanding on this subject. When the applicant goes to the Chief, he takes an interpreter with him. The Chief mentions the sum he wants for the land and they then usually bargain. The demands of the Chief are not based on any valuation, but on what he has heard some other Chief has received. The interests of the interpreter are naturally those of his employer. Chiefs have been known to provide themselves with the assistance of someone capable of watching their interests, but they do not generally do so, and more often than not they receive less for their lands than they might do. I therefore think it would be an advantage if the Chief had the whole matter explained to him at this stage by the District Commissioner. I do not know who instigated the method by which concessions are dealt with by the Court, and I know of no other place where they are dealt with by this authority. Concessions were applied for and granted before

the Concessions Ordinance was brought into operation, and negotiations were then completed between the applicant and Chief, subject only to registration of the indenture.

4. I believe there is usually a delay of about a year, or in some cases two years, between the filing of the application and the granting of the certificate of validity. This delay is not an advantage to either party.

5. It is the duty of the Court to call for such evidence as it considers necessary when the case is put on the list—generally the Chiefs and elders are called.

6. The Court makes such inquiries as are prescribed by the Ordinance. The Judge does not visit the land. So far as the Judges are capable of doing so they have taken pains to see that the proper parties have agreed to the grant, and they also inquire into the adequacy of the consideration money and rent. There have been cases in which the Court has altered the terms—generally in favour of the Chief.

7. At the first hearing the Court only grants an order of survey. This order is on the Survey Department, and is endorsed with certain particulars. The applicant then has to deposit the fees with the Director of Surveys. Surveys take time, and in one case I employed a local surveyor in order to get the work done more expeditiously. The plans got out by my surveyor were accepted by the Director of Surveys. After the plans are completed the case again goes before the Court. The Court examines the plans and if there is no complication grants the certificate of validity. It may happen that after an applicant has paid the survey and other charges he may not get his certificate. This is a defect in the system.

8. I believe that the people of the Colony are on the whole satisfied with the administration of land matters by the Court. It is, however, the only system of which they have any experience, and I am unable to make comparison between the practice here and that in other places.

9. I consider both the area and term of years allowed by the Ordinance for mining lands too large. They should not exceed two square miles and 50 years, respectively. So far as the term is concerned there might be a power of renewal where considered desirable. Planting concessions I would limit to two to five square miles with a term of 25 to 50 years.

10. In some cases miners have used their lands for purposes other than those connected with mining, and I am in favour of limiting the surface rights to such as are necessary to mining.

11. I think mining companies should be under an obligation to commence work within a specified time and thereafter continue effectively unless good cause can be shown for not doing so.

12. I am of opinion that the population is increasing in consequence of the growth of native families.

13. The area of concessions already granted is small compared with the whole area of the Colony. There is far more land in the Colony untouched than has ever been cultivated. If the size of the areas conceded is cut down I do not think there is any likelihood of the people being deprived of land that they may require for their own use.

14. I consider the presence of mining companies is an advantage to the natives, as they have thereby an opportunity of earning higher wages, and of learning trades. I think it is beneficial all round.

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(31)

Joseph Ephraim Casely Hayford, Barrister-at-Law, practising in the Courts of the Colony, states:—

I have been in practice since 1896; therefore during the whole time the Concessions Ordinance has been in force. As a matter of fact I held the first brief under the Ordinance with the late Mr. Sarbah.

2. The Lands Bill of 1897 was objected to, and a deputation went to London to urge that land control should be in the hands of the Court and not rest with the Executive authority. The suggestion emanated from the Coast. After my experience of working the Concessions Ordinance I think the Court is the best authority to exercise jurisdiction over concessions, and everyone has, so far, been completely satisfied and has confidence in the Court. No glaring defects in the Ordinance have come to my notice, and I consider it still remains a fair working measure. I do not think it necessary for the authority administering land matters to have personal knowledge of the land, and I think the Judge in the Court can obtain as accurate a knowledge of the circumstances of the case as a man on the spot. He obtains that knowledge from the evidence put before him. The lessee brings forward his own witnesses, but the evidence that is most relied upon is that of the lessor, because the Ordinance is a protective measure. The Ordinance works well enough, but I would suggest that it be so amended that where surface rights are taken the native villages cannot be interfered with.

3. Sometimes it takes a long time to get a concession, and this is commonly due to the difficulty of getting the land surveyed expeditiously. Sometimes it has taken as long as two, or even three years, but the average is about 12 months.

4. At the first hearing in the Court a certificate of validity is not granted; it goes no further than the order for survey. The applicant has then to deposit the fee with the Director of

Surveys, and the matter stands over until the plans have been prepared. When the plans are ready the case is set down for the second hearing, and if all is in order the applicant gets his certificate. It has happened that after the applicant has paid the money for the survey, a certificate of validity has not been granted. I think it would be possible to postpone the payment of fees for survey until the certificate of validity is granted, and in cases where there is no opposition and the Court is satisfied that everything is in order, I see no reason why the applicant should not be given permission to enter into possession of the land pending the completion of the plans, provided he takes the risk of going outside of his boundaries.

5. I think the area of mining concessions might well be reduced to two and a half square miles as a maximum and the term to 30 years, with power of renewal where thought desirable.

6. I have known cases in which concessionaires have tried to sell their concessions and have made no effort to work the land. I therefore think it would be useful to impose an obligation to commence work within a stated time and afterwards to work effectively and continuously.

7. Mining companies have sometimes used their land for purposes other than those connected with mining; for example, they have erected villages and let the houses out on rent. In the case of mining concessions, the surface rights should be restricted to such as are necessary for mining operations.

8. It has happened sometimes that mining companies have sub-leased a portion of their concessions, and it is reasonable to assume from this that they have more land than they really require, and that the area granted should be limited to such as they can themselves effectively deal with. It would be better if the sub-companies leased direct from the Chief.

9. I have nothing further to add respecting the Concessions Ordinance.

10. The amount of land alienated is quite a small fraction of the total area of the Colony. There is, therefore, no immediate danger of the native having insufficient land for his own needs, especially if the areas conceded are reduced. No Chief should be allowed to alienate more than half his property.

11. The natives gain advantage from the presence of miners. Without the mines the railways would be useless. The trains bring a market to the natives and are a great advantage to them generally. Further, the mines require quantities of materials, and large stores have been opened that otherwise would not. They also give the natives an opportunity of learning trades.

12. In my experience money received in consideration of land alienated is disposed of in a manner conformable to the customs of the country.

13. I think the use of a certain portion of the consideration money for the benefit of the tribe as a whole had better be left to the Chiefs.

14. I think the population is increasing but not to any considerable extent.

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(32)

Emanuel Joseph Peter Brown, Barrister-at-Law, states:—

I am a Barrister-at-Law and have been practising in the Colony since 1905. I have had experience of the working of the Concessions Ordinance.

2. In the first instance negotiations respecting the alienation of land are conducted between the Chief and the applicant only, and the Court does not deal with the matter until a later date. At the preliminary negotiations the area to be conceded and the price to be paid are settled. Therefore, inasmuch as this arrangement is made before the matter comes before the Court, the Chief has no one in the preliminary stages to guide him as to the area to be leased or the amount that should be received for it. I do not think the Chiefs have any accurate idea of the size of the areas they concede. Sometimes it happens that a native will go to a Chief and ask permission to prospect, and having prospected and paid a nominal sum to the Chief for the right of prospecting, will put his find on the market.

3. In my opinion the Concessions Ordinance needs amending in some respects.

4. As to the area and term of years for which mining land should be leased, I think they should be reduced to two and a half square miles and 25 to 30 years respectively. Further, a limit should be laid down, beyond which a Chief may not alienate the tribal lands, so that sufficient may be left for the people, thus protecting the Chiefs from their own ignorance of the extent of the lands they are leasing. On the subject of how much land a mining company can effectively work, I would mention the case of the Wassau mine, where not more than one square mile has been worked in 30 years.

5. I consider that the natives should have surface rights over mining land where they do not interfere with the mining operations; that is to say, the native right to farm on the land and take the produce of the forests should be left intact, and a provision should also be made in the lease that the miner shall not interfere with forest land which the native has reserved either as a sacred grove or as a burial ground. The surface rights of the miner should be restricted to such as are appurtenant to mining operations, and they should not be permitted to erect villages and let the houses out for profit to people other than those connected with the mines.

6. I agree that mining companies should be put under an obligation to commence work within a stated period, and thereafter to continue regularly and efficiently.

7. Provision should be made whereby mining companies will be liable to pay compensation to the wife and family of a native killed on a mine. Such accidents do occur, and I have never known a case in which a company has paid compensation.

8. When a concession case comes before the Court, it is its duty to call such evidence as may be necessary as directed by the Ordinance, and the Court usually calls those persons whose names appear in the indenture. The Court is entirely dependent upon what is told to it; it has no personal knowledge. It is quite true that in some cases it has taken as long as three months to get witnesses from distant places down to the Court, and to this extent the system is open to criticism. I consider, however, that in spite of the delay that occurs as the result of jurisdiction being in the hands of the Court, this system is preferable to a more expeditious administration by an officer on the spot.

9. At the first hearing before the Court, the only order made or direction given is an order of survey, if the Court is satisfied with the evidence put before it. It is then the duty of the applicant to pay the survey fee. It may happen that after he has paid this money he may not receive his certificate of validity, but I have never known a case in which this has happened. It would be more equitable if some arrangement were devised whereby the applicant will not be called upon to pay these fees until the granting of a certificate is assured to him. I can express no opinion as to whether an applicant might be permitted to occupy the land pending survey.

10. I think it is worth considering whether the restriction in the Timber Protection Ordinance should not be applied to mining companies cutting down timber for their mines. The nature of the restriction is that trees are not to be cut down under a certain girth, under penalty of £50 or imprisonment for six months.

B.

NOTES OF EVIDENCE RELATING TO PARTS I. AND II. (ASHANTI).

(1)

Captain C. H. Armitage, C.M.G., D.S.O., Chief Commissioner of the Northern Territories, states:—

I have spent nearly 18 years in Ashanti and the Northern Territories.

2. All land is owned either by tribes represented by the enstooled Chiefs, or by individuals, except such as has been purchased or acquired by the Crown for the purpose of building forts, or carrying out public works.

3. I do not support the suggestion that unoccupied land should be considered Crown land. In the case of Ashanti, which was acquired by conquest in the year 1900, if it had been stated at the time that the land was to be annexed to the Crown by right of conquest the natives would have known what to expect, but it would appear to be an unjust thing to take possession now. I do not consider that the Crown has any claim upon the land, except such as is required for public purposes, and which, so far as Ashanti is concerned, would, I believe, be freely presented by the Chief representing the tribe to which the land belongs.

4. In our indentures granting leases to mining companies, there is a special clause which stipulates that existing native rights must be recognised. The native has every right to cut and collect the economic products, except where mining operations prohibit it. The mining companies must compensate the natives for any loss of existing plantations or villages on areas they wish to exploit. In my opinion there is no disadvantage in permitting the natives to exercise their existing surface rights upon areas of land leased for mining, but in the case of areas leased for timber and agricultural purposes such an arrangement would be undesirable unless the leasing of such lands is very carefully watched and regulated. It would be a serious disadvantage to the population if the natives were refused admission to areas leased, and, furthermore, it would be to the disadvantage of the mining companies, as they would lose much of their native labour.

5. I cannot say that I see any disadvantage in reducing the size of areas leased. Mining leases might in my opinion be granted for shorter terms than the present term of 99 years, and be renewable if it can be shown that the mines have been effectively worked. In the case of timber and agricultural leases I would suggest that the term be reduced by at least one half, with a similar right of renewal. I consider that there should be forfeiture of leases where the land is not properly worked. I also think that mining concessions should be forfeited where it is clear that no sound work has been attempted within a stipulated period. On the other hand, syndicates which have spent money on their concessions should, if forced to suspend operations for a time, be granted certificates of exemption for that time.

6. In Ashanti preliminary investigation of mining land is carried out under special prospecting licences granted by the Chief Commissioner with the approval of the Governor. Prospecting licences are granted for districts or sub-districts. The condition of affairs does not require revision so far as prospecting licences are concerned.

7. In the case of mining concessions, no surface rights are granted apart from facilities appertaining to mining, unless specially agreed upon. I think that a system of licences to

take forest products, and to exercise such surface rights as are necessary for the acquisition and removal of such products would be preferable to the present form of lease.

8. In all agricultural leases it is desirable that an obligation should be imposed upon the lessee to clear and cultivate a certain area of land in the course of a specified period.

9. There is no danger that the alienation of native lands to Europeans will, under present conditions, prove in any way detrimental to native interests.

10. As far as alienation of land has gone in Ashanti, it has improved native conditions in every way. They are benefitted in the first instance by having the means of earning substantial wages brought within their reach; secondly, by securing additional facilities for the growth and disposal of native products; and thirdly, by enabling those employed on the mining properties to attain the status of skilled workmen. Generally, association with, and participation in, the operations of European companies is an all round benefit to the native population.

11. In Ashanti all control of concessions is in the hands of the Chief Commissioner, subject to His Excellency's approval. Certificates of validity are granted only after careful investigation in the presence of both lessors and lessees, and the practice has been, and continues to be, satisfactory. In granting such concessions the Chief Commissioner is brought into more intimate association with the native land-owner than it is possible for the Supreme Court to be. Practically every Chief who appears before the Chief Commissioner knows him intimately, and comes to his Court with the knowledge that his interests will be safeguarded at every point. It is infinitely preferable that these matters should be dealt with by an Officer with whom the land-owner is on terms of personal acquaintance than by an authority to whom he is a stranger. In Ashanti, so far as I know, no complaint has ever been made that these questions have not been settled with sufficient expedition.

(Captain Armitage at this stage gives an illustration from his personal experience of the intricacies which may arise when a concession area comprises land which is the property of numerous contiguous small holders with indefinite boundaries, and points out how, in such cases, it is possible by personal investigation on the spot to come to an arrangement which would otherwise be impracticable with the many lessors (*vide* the Ashanti Rivers Concessions and "Adrah" or "Ordra," and "Offin" river leases)).

12. The procedure in respect of claims for land in Ashanti is as follows: The application is made, in the first instance, to the Governor through the Colonial Secretary. A communication is forwarded to the Chief Commissioner, whereupon he notifies the receipt of the same to the land-owner and thereafter issues the prospecting licences. I see no reason why the Governor should be troubled in all cases. All applications are made in writing. Particulars relating to subsequent leasing of the selected land are left to the Chief Commissioner. I consider that it would be preferable if all applications were lodged direct in the Office of the Chief Commissioner, and considered by him in consultation with the native land-owner. No lessor in Ashanti is under any circumstances allowed to part with his indentures for a consideration to any other person. He holds these indentures as the property of the tribal stool. On the other hand, I am informed that Chiefs in the Colony have parted with the rights acquired under their indentures for a lump sum paid to them by either European or native lawyers, thereby divesting those who come after them of any right or interest in the rents subsequently accruing. In Ashanti every lease is executed in quadruplicate on printed forms of indenture drawn up by the Government (except in the case of the Ashanti Gold Fields Corporation, which has a special agreement). Of these one copy goes to the lessor, one to the lessee, one to the office of the Chief Commissioner, and one to the Colonial Secretariat, and all rents thereunder are paid through the Chief Commissioner to the lessor.

13. I am of opinion that it is desirable to remove the working of the Concessions Ordinance from the hands of the Court, and to place the administration of land in the hands of the executive officers, *i.e.*, the Commissioners of Provinces.

14. In Ashanti every formality prescribed by the Ordinance is complied with and the interests of the tribe as a whole are effectively safeguarded.

15. The consideration money ranges from £50 to £100 per five square miles, and the rents from £12 to £24 per annum, until such time as mining machinery has been erected when they are increased to £300 per annum. I think that this consideration is a fair and adequate payment in respect of the land leased. These amounts were settled by the Chief Commissioner, the Provincial Commissioners and the native Chiefs in consultation, but I am unable to give any information as to the basis on which the calculation is made.

16. The consideration money and annual rents are used to defray stool debts, and purchase additions to the stool regalia, also certain amounts are divided when available amongst the subchiefs and councillors. The Chiefs have also built for themselves larger houses on European plans, which have now become stool property. It would, in my opinion, be most difficult for a Chief to misappropriate any portion of the money for the purpose of satisfying his personal desires. Such a Chief would inevitably be reported by his councillors, and, if the charges were substantiated, be destooled. The whole of the consideration money and rent is at present paid to the Chiefs. So far as I am aware no public works of any importance have been undertaken with any portion of the consideration money other than as above explained. It would be fair if in future a portion of the consideration money and rent were retained by the Chief Commissioner for expenditure upon public works of utility in the district in which the land leased is situated. If such an arrangement is contemplated the Chiefs should have an opportunity of expressing their views on the subject before it is decided upon.

(2)

FRANCIS CHARLES FULLER, Esq., C.M.G., Chief Commissioner of Ashanti, states:—

I have held my present position since March, 1905.

2. Apart from the town of Kumasi, the Crown has no right of ownership of land in Ashanti; it is all vested in the tribes and Chiefs. No alteration in land tenure has been effected by British occupation.

3. Land in Ashanti is divided into two main classes; family land and stool land. Family land was acquired by the families of the original settlers, and is the communal property of the family. It is administered by the elders of the family, and passes by succession on the maternal side. No member of the family pays tribute in any shape or form for the use of the land. As to stool land, it is easy to follow the steps by which two or three families joined their lands together and formed a stool. Stool lands are also communal. Any member of the families that constitute the stool may work upon the lands with the permission of the Chief. The Ashanti custom has never been to exact tribute from their own people, except in the shape of game. For instance, a bag of snails is sent out of courtesy to the Chief, or a leg of a hind, or the tusk of an elephant, but beyond that there is no such thing as tribute. A stranger going on to the land is expected to pay some tribute, but not much more than a member of the family, and it is merely to emphasize the fact that he is a stranger, and has no right to the land. A few years ago we taught the native the value of rubber, and then difficulties arose as to tribute. They themselves evolved a rule that their own people should not contribute any portion of the rubber but that they should be called upon more than they used to be to help a stool that is in debt. The stranger has, however, to pay one third of all the rubber collected. With regard to cocoa, I made a rule that the contribution should be one tenth, instead of one third, which is enormous. These are the only tributes paid in this country so far as I am aware. According to native custom there is no such thing in Ashanti as individual ownership in land, and such as occurs at the present time has come into existence under British occupation. As a general rule land owned by individuals is confined to the towns, but there are cases in which individuals own country land for cocoa cultivation. In connection with these cocoa plantations difficulties arose owing to insecurity of tenure. We had to make a rule that where a man had properly planted a plantation it should be regarded as his own, so as to give him the fruits of his labour. That was the beginning of individual ownership.

4. As regards stool land, the Chief and his elders have no proprietary rights over the land. It is administered by them as trustees for the people. The authority to lease stool lands is vested in the occupant of the stool, but subject to his consulting his elders and councillors. So far as I am aware the Chiefs invariably do so. If a Chief tried to dispose of land without doing so it would probably lead to serious trouble for him.

5. Family land may be leased by the chief elder of the family. This class of land may not be alienated entirely; it can only be leased for a term of years. When family land is leased it is customary to inform the Chief, but this is purely an act of courtesy, as the latter has no right to interfere in family matters.

6. When stool land is leased, the consideration money and rent is paid to the Chief, whose duty is to divide it into three equal parts: one goes to the head Chief of the district, one to the Chief in charge of the land, and one to the elders of the Chief in charge of the land. The money is their own to do what they like with, and the bulk of the people get no material benefit at all. I most decidedly agree that a portion of this money should be set aside to form a fund to be expended upon works of public utility in the district. It is understood at present that the tribes must keep the roads clean out of this money, and I have added a clause in the agreement to that effect. I do not think that the proposal would be objected to by the Chiefs, provided the proportion was not made too high. I do not think they would care to contribute as much as one fourth.

7. In the first instance the applicant applies verbally to the Chief, and the negotiations are of a private nature. Whatever is settled between them is afterwards incorporated in a deed. The applicant first of all states the situation, area, and purpose for which he requires the land, and finally the price to be paid for it. The applicant has only a general knowledge of the land, and is not in a position to give the Chief an exact idea by means of a plan, but he may have a rough sketch. He generally asks for what he wants in square miles or fathoms square. The Chiefs now have some knowledge of what they are conceding, and have a very shrewd idea of what five square miles is. It may have been a defect in the past that Chiefs have found after survey that they have conceded more than they thought, but I have never had a complaint to this effect. No Chief in Ashanti will sign a deed without consulting the Commissioner first, and getting an explanation of what is written in the document. I consider this a very desirable thing in the natives' interests. By the procedure here the matter comes, in its initial stages, before a Government official, who interests himself on behalf of the Chief. It is a defect in the ordinance that no one is given authority to deal with the matter before the filing of the notice. I consider that some officer should render the Chief assistance from the beginning, and I prefer that it should be an Executive officer. The difference in Ashanti between management by Executive and by the Court is purely nominal, as the Chief Commissioner also sits in Court. If a change is made it will merely mean that the Chief Commissioner will deal with the matter in his office instead of in the Court, and the Chiefs will not know that an alteration had taken place. It will, therefore, be a much easier matter to arrange in Ashanti than in the Colony.

8. It is desirable that the application be made in writing to a Government officer. In fact I have always required it to be done in Ashanti.

9. It would be a most excellent thing if some Executive officer could examine the land to be leased, and explain its size and value to the Chief. It would give him a more practical knowledge of what he is parting with than he has at the present time.

10. I would substitute for the Concessions Ordinance a scheme by which the whole business of land alienation is entrusted to the Executive. I think the present ordinance much too legal. At the present stage of the country's development you cannot work such an ordinance, as the procedure has to be very elastic.

11. Under section 9 of the Ordinance in Ashanti, there is provision for the automatic cessation of concessions where notice is not filed within six months. There is no similar provision in the Colony. I only remember one case in which this has been exercised. There have been 36 certificates of validity issued in Ashanti, and there are 71 concessions at present outstanding in which notice has been filed, and further action is being awaited. In most cases survey fees have been paid. In addition, 27 applications have been abandoned.

12. With regard to those persons who are called to give evidence, the Court gives notice to those whose names appear on the agreement. It is not necessarily an exhaustive list, but being Commissioner in Ashanti I am in a better position to know if all the necessary parties have been called than a Judge in the Colony. When notices are sent out it is the invariable practice to also send a notice to the head Chief stating that if there is a rival claimant he should appear. I think the procedure in this respect is generally satisfactory.

13. At the first hearing the Court goes no further than the issue of an order of survey. Matters do not proceed until the applicant has deposited the survey fee, and, subsequently, the time that elapses depends upon the Director of surveys. There is a good deal too much delay in the survey work. I do not wish to exaggerate, but this is certainly not fair to people who come out here to develop the country. The applicant may have to wait for years before he gets his certificate of validity, and this ties the land up too long. Further, I do not think it fair to make a man pay a large sum of money for survey fees until he is certain of getting the land. He should not have to pay until the land has been approved to him. We permit a man here to go on to the land prior to survey subject to his taking the risk of his going outside his eventual boundaries. There should be a more expeditious system by which the land is approved to the applicant so that he can occupy it prior to survey. I would prefer an arrangement whereby such approval should not have to wait for survey.

14. With regard to the area of five square miles at present allowed for mining concessions, I advocate a reduction. At first it was no doubt desirable to be liberal in this respect to encourage people to come to the country, but that is not the case now. As to the period of 99 years, I have no opinion to offer. There has never been a complaint from either side as to this. I know of no valid reason for making an alteration there.

15. As to the area and period of timber concessions, here again I can offer no opinion, as the only concessions of this class that have been granted here have been in connection with mining rights. Any person desiring to take up a timber concession on an area of, say, twelve miles, would have to go through the same procedure as in the case of a mining concession. I see no objection to the suggestion that a licence should be substituted for the lease, the concessionaire paying a royalty on produce removed in lieu of rent.

16. No options on land have been granted in Ashanti, as they are expressly prohibited under the Ordinance. This is a desirable arrangement because the name of "option" creates a false impression; and enables people to go home and trade on what does not actually exist.

17. Prospecting licences should state approximately the district and period for which they are valid, but I do not think it would be desirable to confer any exclusive right upon the holder. Priority of selection under the prospecting licence should be considered by the Government as giving the first claim to the land selected.

18. Mining companies have the right to use the surface for purposes appurtenant to mining operations, but not for purposes unconnected with mining, unless the right to do so has been expressly conveyed to them by the title or by supplementary agreement. In fairness to the companies, I should say that when they have desired additional rights they have invariably applied for further concessions. In two cases I remember the company applied for rubber and cocoa rights in addition to mining rights. It is the duty of an employer to see that his labour force is adequately housed, and the use of the land for housing accommodation is appurtenant to mining. In Ashanti the mining companies leave the people to build their own houses on prescribed sites. The Obuassi Company laid out the whole town of Obuassi. I think a company should provide suitable housing accommodation for its staff free of cost, and keep it in a good condition, and that no persons other than the labourers should be admitted to the village, except such traders as may be certified by the company and approved by the District Commissioner as necessary to supply the requirements of life to the people.

19. A certain amount of planting by Europeans goes on in Ashanti under agreements ratified by the Commissioner. The products grown are cocoa and rubber, but mainly the former.

20. I think the period of 99 years for agricultural concessions is ample.

21. In Ashanti a miner has to commence work within five years or pay an annual penalty of £100 per square mile or fraction of a square mile. I should prefer a system whereby omission to commence work within a stated time entails forfeiture. I am also in favour of a further obligation to work effectively and continuously. If a miner has to suspend operations he may be granted a certificate of exemption, provided he can show good cause for stopping work.

22. I think the population amongst the Ashantis is greatly on the increase now. At the time of British occupation the population was depleted. If you can gauge the increase by

the number of children you see, the state of affairs is certainly very promising. I am afraid, however, that the infant mortality is very large. I do not think there is any danger of the people being deprived of land they require for their own use owing to the alienation of land to Europeans, as by far the larger part of the country is unoccupied and uncultivated. The total area of concessions granted and now under consideration is 562 square miles, and the total area of the country is 20,000 square miles.

23. The Ashanti derive benefit from the existence of concessions. A good many work on the mines, where they earn comparatively high wages. By working on the mines the native learns trades, and thereby becomes a more useful member of the community. The Obuassi company systematically trains the young natives who go to them. They get a lot of good from the mines in this way. The native also benefits by having a good and regular market for his produce. I therefore consider that the alienation of land to Europeans is an all-round benefit to the natives, more perhaps in the case of agricultural concessions, because they thereby get lessons that are an advantage to the whole of the community.

24. Administration of land in Ashanti would be facilitated by a general definition of boundaries. I should like to see the boundaries between the territories of the various Chiefs delimited. I should welcome it, because uncertainty and disputes would thus be terminated. At present the boundaries are settled by the Court here and there as disputes arise, but the Commissioner has no time to take up the work. I have now a District Commissioner who has been told off to attend to roads, and when he has time he supervises the cutting of boundaries that have already been adjudicated upon.

25. It would be an advantage if the whole town of Kumasi were properly surveyed, and a map prepared showing boundaries and road construction. I applied for a town surveyor some years ago, but the Government did not see its way to grant my request. We got a man from the survey department who helped, but until the whole thing is properly carried out it cannot be said that the matter is in a satisfactory state. It would probably be a more costly matter to undertake the work in ten years time than it would be at present.

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(3)

Major Charles Edward Dalile Oldham Rew, Provincial Commissioner, Obuasi, states:—

All land in Ashanti is stool land, and is administered by the occupants of the stools, together with their elders. It may not be alienated entirely, but may be leased for a term of years by the Chief. It is the duty of the Chief to consult his elders before disposing of stool property, and I believe this duty is always carried out. It would be most difficult for a Chief to dispose of land without his elders' knowledge, and if one did so he would probably be destooled. The ordinary members of the tribe are not consulted. Further, when a stool is in debt, or it is desired to raise money, land may be pawned and redeemed at any time. A Chief only holds the land whilst he is on the stool, and then as trustee for the people. There is no land in individual ownership in Ashanti. When a member of a tribe wants a piece of land for his own use, he simply takes it, and pays the Chief a third of the produce grown on it, retaining the remaining two-thirds for himself.

2. When stool lands are leased the consideration money and rent are divided into three equal parts, one of which goes to the paramount Chief, one to the Chief in occupation, and one to the elders of the Chief in occupation. This money is used by these people for their personal requirements. The ordinary members of the tribe get nothing. The Chief has no absolute duty in connection with the money he receives, and is not obliged to devote any of it to the stool or to the liquidation of stool debts. I do not know of any stools that are in debt, and if there were any I think I should be aware of it. It would be difficult to arrange to retain a portion of this money for the benefit of the tribe as a whole, on account of the disinclination of the Chiefs and also on account of the smallness of the sums.

3. Concessions have been granted in this province since I have been here. The usual course is for the applicant to get into verbal negotiation with the Chief, and state what land he wants in square miles or fathoms square, and, approximately, the situation of it. After this preliminary negotiation the applicant writes to the Provincial Commissioner, and states that he wants to take up a concession of the land in question and that the Chief is willing to grant it. Thereupon I write to the Chief Commissioner and obtain his directions. If I am directed to go into the matter here, as is usually the case, I summon the Chief and other members of the tribe and the applicant to appear before me. I explain fully to the Chief what the applicant desires, and also express to him my opinion as to the desirability of his leasing the land and the value of it. The Chief and his people are therefore adequately protected. I always take care to explain all the details to them in such language as they will readily understand, and they are therefore in a position to comprehend exactly what they are parting with. The Chiefs now have a very good idea of what five square miles is. After this, I, as Provincial Commissioner, have no further connection with the matter, except that the deed, in which is incorporated the agreement arrived at in the preliminary negotiations, is signed before me by both sides, and I forward it to the Chief Commissioner. The terms arrived at between the Chief and the applicant are usually satisfactory, and I seldom have to advise alterations. I am usually asked as to who should be called to appear at the inquiry before the Chief Commissioner in Court.

4. I have had no experience of the working of the Concessions Ordinance, and am therefore unable to express any opinion on those sections which refer more particularly to the legal procedure.

5. With regard to the question whether the administration would preferably be in the hands of the Judicial authority or in those of the Executive, I consider that the present system

is satisfactory so far as Ashanti is concerned. It is, however, a defect that no provision is made for intervention by a Government officer prior to the signing of the indenture. I think the Chief should be compelled to take advice from some local officer before he commits himself by signing the deed. To that extent I am in favour of placing the work in the hands of the Executive.

6. I think the area of five square miles at present permitted for mining purposes might well be reduced. Also the term, 99 years, is too long. The Chiefs always feel that they are parting with the land for ever, whereas if it was reduced to, say, 50 years, it could be explained to them that their children would get the land back, and they would be more satisfied. The people as a whole would prefer that the term should be shorter.

7. There is a growing tendency amongst the natives of Ashanti to take up permanent cultivation, and that tendency is encouraged by the Chiefs—perhaps on account of the fact that they get a third of the produce. Cocoa and rubber are the principal products grown. There is only one European plantation in Ashanti—that known as the Ashanti Plantations. I think that agricultural concessions should be treated in the same way as those for mining, irrespective of any new system that may be brought into force.

8. I know of a case in which a man purchased the right to cut down a certain number of mahogany trees, and I have also heard of two cases in which miners have taken up concessions for timber for use as fuel. When timber concessions are taken up the same procedure has to be gone through as in the case of a mining concession, and the same expenditure has to be incurred. It would be preferable if licences were issued to take natural produce on payment of a fee for the licence and a royalty to the Chief on produce removed. The area could be roughly described on the licence. This system would be more satisfactory to both parties and would save expense.

9. In almost all the mining concessions with which I am familiar the miner has been granted rights additional to those appertaining to mining. He has usually the right to cut timber for fuel, but not for sale. This right is given on the printed form relating to mining concessions. If further surface rights are required they must be obtained by a supplementary agreement. I remember one case in which a mining company exceeded its rights under the impression that they were entitled to do what they liked with the land. The matter was explained to the company and the additional rights are now paid for. As a matter of principle the rights on mining concessions should be strictly limited to those connected with mining, and no further use should be made of the land without proper arrangement. As a matter of fact the Chiefs keep a careful watch on the land, and if they think a mining company is going beyond its rights they soon raise the question.

10. It should be obligatory on a mining company to provide housing accommodation for its labour force. In Obuasi the whole of the town is situated upon the mining concession, and the native town not only includes the mining force but also a large population unconnected with the mine. In this case the authority rests jointly with the Government and the mining company. There is a town committee consisting of Government officials and the mine manager and doctor. I think the housing accommodation should always be put up by the company. Traders should be admitted to those mining villages that are situated far from a town, on the authority of the mine manager, and subject to the approval of the District Commissioner. I do not think the company should charge for housing accommodation or for sanitation. Sanitation is necessary for the health and well-being of the population, and it is the company's duty to attend to this without charge to the labourer.

11. The Obuasi company has sub-leased portions of its concessions to other companies. It would be preferable to avoid sub-leasing by reducing the area granted. No company should hold more land than it can work itself.

12. Section 50 of the Ashanti Concessions Ordinance stipulates that if work is not commenced within five years the miner shall pay a money penalty for every year in excess of that period. I would prefer that it be incumbent on the miner to start work within two years under penalty of forfeiture. Also that the miner should be under obligation to continue work regularly and effectively, subject to certificate of exemption. Similar obligations might be imposed in the case of agricultural concessions, by enacting that the planter shall cultivate a portion of the concession within a stated time. In the event of non-compliance, forfeiture should not apply to that portion of the concession which has been planted.

13. The population in Ashanti is decreasing. It is very small in comparison to the size of the country. Villages that two or three years ago were prosperous, to my knowledge, have now dwindled down or disappeared entirely. I do not know why. The mines have not taken all the people, and the Chiefs cannot get young men for labour. The infant mortality is great, and a family with more than two children is an exception. I often make inquiries on this subject and frequently come across cases where, say, five children have been born, and two only have lived.

14. If the areas conceded are reduced, I can see no possibility of alienation of land to Europeans depriving the native of land that he requires for his own use. I think a Chief would refuse to alienate land if it were required by his own people. They are fully alive to the interests of the tribes in this respect, and the fact that they are willing to alienate land is an indication that it can be spared. I have always inserted a clause in agreements that where native farms are interfered with the people shall be compensated. So far as Ashanti is concerned I see no reason to believe that the Chiefs give more land away than their people can spare. The Chief's position on the stool is so precarious that he has to take care to administer the land wisely.

15. Some of the men of Ashanti work on the mines. They earn more money there, and some of them learn skilled trades. The opportunity of acquiring such knowledge is a benefit

to the community. The people also benefit by having a steady and profitable market for their produce. There are more plantations near the mines than elsewhere.

16. No standardization of what should be paid for concessions has yet been arrived at. For five square miles it is usual to pay £200 consideration money, £12 per annum occupation rent, and £300 per annum mining rent. I believe this is generally satisfactory to both parties.

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(4)

Mr. Gordon Riseley Griffith, District Commissioner, Ashanti, and acting Police Magistrate, Kumasi, states:—

I have been in Ashanti for five years. Altogether I have been resident in the Colony for ten years, and am in my 15th year of service.

2. The town and environments of Kumasi are Crown property, but otherwise the rights of the Crown in land in Ashanti are limited to such as have been acquired by purchase. Although Ashanti was subjugated by conquest, the Crown has never exercised rights over the land, and it may be taken that, with the exception of Kumasi and its environments, the country remains the property of the Chiefs and tribes.

3. I have no exact knowledge of the different classes of tribal land, because the land matters that I have dealt with have only been small ones, and have generally related merely to boundaries. I should not, therefore, care to express an opinion on this subject.

4. Before alienating land it is the duty of a Chief to consult his councillors, and, so far as I know, this duty is invariably carried out.

5. In cases where land is alienated by a sub-chief, the paramount Chief would have to be informed, because, as overlord of the people, he would expect a portion of the money received, but the applicant would go to the sub-chief, and not to the paramount Chief. I cannot say to what extent the paramount Chief would have power of prohibition, but he would certainly have some influence in the matter.

6. I have had no experience in the matter of granting concessions.

7. Money in respect of concessions is usually paid to the Chief in the presence of his linguist, headmen and councillors, and is divided up by them. When land is disposed of by a sub-chief, one-third of the money is handed to the paramount Chief, and of the remainder the sub-chief would get a third and the rest would be divided between his elders. The ordinary members of the tribe get nothing.

8. When a man desires to obtain a concession he goes to the Chief concerned and explains approximately the situation and area of the land he wants. They bargain together, and eventually come to an agreement as to the area to be conceded and the price to be paid for it. At this stage the Chief and his people have not the assistance of anyone; they have to rely upon themselves.

9. I should say that, as a rule, the Chief has not the remotest idea what a square mile consists of, but he has some idea of his boundaries, so far as they can be demonstrated by topographical features.

10. It would be undoubtedly an advantage if the preliminary arrangements were subject to intervention by an executive officer, or some other disinterested party, who could advise as to the extent and value of the land to be leased. At present the only authority that has the right to intervene is the Court, and the Court does not come into the matter until the negotiations have been completed and the terms incorporated in a deed. This is a defect, particularly in a country where the people have to be fathered. It would be a good thing if the application were made in the first instance to the District Commissioner in writing. Some Chiefs might object to this and think they could do better by themselves, but others would probably be glad of the assistance. The application does not come within the cognizance of the Court until the notice has been filed.

11. The Judge in Court cannot, in most cases, have personal knowledge relating to the land, and must, therefore, base his opinion on the evidence before him, but with the aid of a map and the particulars in the deed he may be able to form some idea of the location, extent, and nature of the area forming the subject of the concession. Here, of course, the Judge of the Court is also the Chief Commissioner, and, therefore, in a better position to deal with the matter than a Judge of the Supreme Court. His executive knowledge assists him in coming to his judicial decision.

12. It is the duty of the Judge to satisfy himself that the proper parties have been called to give evidence before him. In doing this he has to depend on the names appearing in the deed, and such other evidence as he may be able to obtain from these persons. However, interested persons are usually anxious to come forward, and, in most cases, would hear of the matter.

13. I should say that the population is increasing, but more owing to the influx of natives from other places than to natural means. I think the people of Ashanti have a normal increase.

14. The land occupied by natives is infinitesimal compared to the total area. I do not think that the alienation of land to Europeans is likely to result in the native being deprived of land that he requires for his use.

15. Administration of land matters by the Executive would be preferable to the present system. It would be more expeditious and superior in every way.

16. It would be well if a portion of the money paid in respect of land alienated were retained by the Government to form a fund for the benefit of the people of the district. I suggest that two-thirds of the money should be so retained.

17. I have had no experience relating to mines and mining concessions, so do not feel in a position to offer any opinion on the subject.

18. So far as Ashanti is concerned, I should like to represent that the work done by the Survey department is insufficient to keep matters up to date. Boundaries should be delimited and shown on a general map. Generally, in Ashanti, the Executive is under-staffed, and I do not think this work could be undertaken with the present staff of surveyors. The difficulty of ascertaining boundaries increases, and it is highly desirable that the work should be carried out as early as possible. Every step taken in that direction will tend to reduce the elements of uncertainty.

19. In the case of both mining and agricultural leases the concessionaire should be placed under obligation to commence work within a certain time, and afterwards continue regularly and efficiently.

Town of Kumasi.

The whole of the town is the property of the Government. The Government rights extend for one mile from the fort in all directions. Land is leased to natives for a term of seven years, with option of renewal for a similar period. By Executive order no plot shall be leased to natives of less than 50 feet by 50 feet. For such a plot natives of Ashanti pay £2 per annum, and others £4 per annum. Plots of land 100 feet by 160 feet are leased to Europeans for from 50 to 99 years, with option of renewal at a rental of £24 per annum. No land is leased for any other purpose than building. Sometimes squatters are allowed to farm on vacant land, but the land is not leased to them and they may be turned off at any time. Certain Kumasi Chiefs who originally owned land in the town pay a nominal rent of 1*s.* per year as a form of recognition that the land belongs to the Crown. All rent is paid into the general revenue, and the officer who collects it keeps a rent roll. The areas to be disposed of are delimited, and a plan of such delimitation is included in the lease before it is executed. That delimitation is carried out as land is applied for. The leases do not allow transfers without the consent of the Chief Commissioner. It is preferred that the lease be surrendered and a fresh one issued. There is no fee for transfer. A register of transfers is kept. Every lease is prepared in duplicate—one copy goes to the lessee and one is kept in my office. Holders of leases cannot mortgage their property without reference to the Chief Commissioner.

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(5)

John Swan Watkins, Manager of Ashanti Gold Fields Corporation, states:—

I have been in the colony nine years, seven years on the Obuasi mine and two years on the Tarquah mine.

2. I have personal acquaintance with the acquisition of two concessions, but certificates of validity have not yet been obtained. I did not open the early negotiations, but completed them. I gave the Chiefs a plan showing what was wanted, and the boundaries were quite clear to them. In each case the money was paid to the Chief Commissioner. In the case of timber concessions, the natives are glad to get the areas cleared, as they are then able to farm on the land, for which privilege we charge them a rent of 1*s.* a year. I am aware that a timber concession does not carry agricultural rights.

3. I have always found the Chiefs shrewd enough, and they are not easily taken in. After an agreement is arrived at the particulars are included in a Government indenture form.

4. When only timber rights are required I think it is waste of money and time to take a concession. It would be better to give a licence upon payment of a small fee, and a royalty on timber taken.

5. I do not recommend a reduction in either the area or term of years allowable for mining concessions. The fact that a mine is being worked does not prevent the natives from going on to the land, and the clearing of the land enables them to farm areas that they would never clear for themselves.

6. Prospecting licences should be granted for a definite district and period, and should be presentable at stated intervals. If this were done options would not be necessary, which would be a good thing. Options are taken up more to work a swindle at home than anything else. The holder of a licence should have the right to select what land he requires at the end of a stated time.

7. With regard to concessions that are not worked, I do not think that so long as people pay their rent any harm is done. If you make the conditions too stringent you may keep capital out of the country.

8. At present my company is working three or four square miles of its concessions, and some of the remainder has been sub-leased to subsidiary companies. These companies are, however, merely prospecting companies, and anything they find will be worked by the parent company.

9. Four thousand miners are employed on the Obuasi mine, about one-half of them being Ashantis. The natives are employed mainly as labourers in the mines and in cutting firewood. Some of the better class—such as Chief's sons—become carpenters, fitters, foundrymen, and clerks. I think, therefore, that the mines are an advantage to the natives. Opportunity is afforded them of earning higher wages and learning trades, and a market is provided for their produce. Some of the people work at their trades when they return to their villages.

10. Ashanti is sparsely populated, and the granting of concessions to Europeans is unlikely to deprive the native of land that he requires for his own use. In fact, the more land that is worked by Europeans the more there is cleared for the native to farm upon.

11. The natives have lately neglected the cultivation of their own products in order to grow cocoa, but there is too much planting and too little care of the trees afterwards.

12 On our concession we have mining rights, timber rights, and agricultural rights. The town is under a joint committee, and is administered by a Sanitary Board, which includes two doctors and the medical officer. People unconnected with the mine pay a rent, and those who work on the mine are charged a sanitation fee of one day's pay a month. The money is spent on the policing and sanitation of the town. I think a mining company is quite within its rights in charging rent for land leased to its labourers for building. I do not consider that the company is under any obligation to build houses for its labourers.

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(6)

Osei Manpon, head Chief of Korentin, states:—

All land in Ashanti, with the exception of the town of Kumasi, is the property of the Chiefs and tribes.

2. It is divided into three classes, stool land, family land, and individual land. Stool land is held by the Chief of the tribe as trustee for the people, and he has no right to dispose of it without consulting his councillors and elders. Similarly in the case of family land, the head of the family must consult other members of the family before disposing of land. There is a good deal of land in individual ownership; this has usually been acquired by purchase from a Chief. It is the custom in Ashanti to alienate land to natives as well as to Europeans.

3. When land is disposed of the Chief receives the money, and it is his duty, if there is no stool debt, to give some to the sub-chiefs, and the remainder to the stool. The portion that is contributed to the stool is devoted to its upkeep, and may also be used by the Chief for himself and his family.

4. When family land is alienated a portion of the money is given to the Chief, but no definite share is laid down by custom.

5. I believe the stools generally in Ashanti are in debt—my own is. When a Chief who has incurred debts is deposed, his successor becomes responsible for the debts. These debts are often incurred in litigation, because, although there are no lawyers, a stool may be mulcted in damages which may amount to a large sum. Litigation is generally in respect of land.

6. About ten concessions have been granted to white men in my district, mostly for mining rights, but one or two for cocoa and rubber. I cannot remember their sizes.

7. I know the boundaries of my land, and I think the Chiefs in Ashanti generally do.

8. Applications for concessions are sometimes made to a Chief in writing and sometimes verbally. The applicant will name a village near to the land he wants, and I should know more or less the land he was referring to. I should not know the exact block, and would have only a general idea of its locality. Until the land is surveyed I do not know exactly what I am conceding. A Chief often gives more than he would do if he knew the exact size of it. It would be an advantage if particulars relating to size and area were explained to the Chief by a Government officer before the agreement is made. We always rely upon the Chief Commissioner to prevent us from being cheated. After agreement has been arrived at the terms are incorporated in a deed, which is usually signed before the Chief Commissioner, who explains it to the Chief.

9. After the deed has been signed the matter comes before the Chief Commissioner in Court. Usually the Chief and his linguist and elders are called to give evidence, and sometimes the head Chief appears. Before the concession is finally granted the land is usually examined either by the Chief Commissioner or the District Commissioner.

10. None of the concessions granted in my district are being worked. Mining was started on one of them, but has since been stopped. With that exception none of the concessions have ever been worked. In one case only has rent been paid regularly. It would be a good thing to insist upon work on a concession being started within a certain time.

11. The fact that a concession has been granted does not prevent the native from going on the land for the purpose of cultivating crops. The people are taking to permanent cultivation more than they used to, with gardens ranging from one to ten acres. Kola has been grown for some time, also cotton, but the principal products are now cocoa and rubber. The people are gradually giving up shifting cultivation for permanent plots.

12. Notwithstanding the requirements of the natives and the areas conceded to the white man, there is still plenty of land to spare. I do not think there is any danger of the native being deprived of land that he requires for his own use.

13. I do not believe that the Ashanti population is growing. There has been great mortality this year—but no special type of disease.

14. When the people take up cultivation they usually do so near a mine or mining town, where a ready market exists for their produce. To that extent the presence of the mines is a benefit to the native community.

15. Some of my people go to the mines occasionally, and after a time come back. They earn more money at the mines than about the village, and those who live reasonably can save money. It is an advantage to the native to have a place to go to where he can earn comparatively high wages. Some of them learn trades, for instance, carpentry, and with the money they save they are able to buy tools. When they return to the village they exercise the trade they have learnt, and are more useful members of the community. Therefore the presence of the mines is a benefit to the country. A further advantage is that when a man is in debt he can go to the mines and earn money to come back and pay his debts.

15. I have no opinion to offer on the suggestion that a portion of the money paid for concessions should be set aside to be spent on works for the benefit of the tribe.

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(7)

Chief FRIMTON, one of the head chiefs of Kumasi, and head of the Adontin tribe, states:—

Outside Kumasi the whole of the land in Ashanti belongs to the Chiefs and tribes. The Crown has never exercised any rights of ownership over it. It is in the same hands as before the English came to Kumasi. Our ancestors acquired it either by conquest or priority of settlement. When the King of Ashanti was in the country he claimed the land as paramount Chief, but it actually belonged to the Chiefs and tribes.

2. Every stool has land attached to it, which the Chief holds as trustee for the people whilst he is on the stool. Additionally, there is land held by families and land held by individuals.

3. It is the duty of a Chief to consult his councillors as to the disposal of land, and to obtain their consent before doing so. It is not within the authority of a Chief to dispose of land before consulting any one. I believe the Chiefs always carry out their duty in this respect. With the consent of the elders the land may be either leased or sold outright.

4. In the case of family land, the head of the family must consult the other members before alienating land.

5. Individual land has generally been acquired by purchase.

6. When stool land is alienated the Chief receives the money and divides it into three parts. He gives one part to the elders, one to the stool and one he retains himself. The ordinary members of the tribe get nothing, except such as the elders may give away of their own free will. The portion which is devoted to the stool is usually spent in maintaining the dignity of the stool and in buying ornaments, or where stool debts exist, in the liquidation of them. Stools are often in debt in Ashanti, but the amount is seldom large, and is usually incurred in entertaining subjects. If a Chief were to run heavily into debt he would probably be destooled. There are no lawyers in Ashanti and, therefore, debts are not incurred in litigation. It would be well if a portion of the money received in respect of concessions was devoted to works for the good of the people. I have a building, which I erected at my own expense, which is used by my people.

7. When land is alienated by the head of a family, or by a sub-chief, the paramount Chief usually receives some portion of the consideration money.

8. I granted a concession to a white man about ten years ago. The white man came to me and explained through an interpreter the size and situation of the land. I quite understood what was wanted, because it was explained to me by topographical features, and afterwards he had a path cut round the area. I do not, however, think that the Chiefs in Ashanti understand what a square mile is, nor do they appreciate the extent of the area they are conceding until it has been marked out, when they sometimes discover that more has been given than was intended. They are now beginning to have more knowledge on the subject than they had in former days. I think it is desirable that the Government intervene. It is usual when an agreement is arrived at, to take the deed to the Chief Commissioner before signing it, and the Commissioner sees that the Chief is protected. It is right that he should be advised by the Chief Commissioner.

9. The population is increasing in Ashanti. Since the English King took Ashanti people have only died natural deaths. Whilst the population is peaceable it gives the people a chance to increase. There is no particular infant mortality in Ashanti.

10. The people have taken up cultivation on permanent lines, and grow cocoa, rubber and kola. Previous to the white man coming kola was grown, but not cocoa or rubber. Some have as many as 1,000 cocoa trees. I do not think that alienation of land to the white man is likely to leave the native insufficient for his own use. There is plenty of land.

11. The concession granted by me is not being worked yet. The concessionaire also owns an adjoining concession, and is still at work there. It conveys dredging rights. The rent is paid regularly. It would be a good thing to make concessionaires start work within a specified period.

12. Boundaries in my district are either known to myself or to some of my responsible elders. I think the Chiefs in Ashanti, generally, know their boundaries. It is improbable that a Chief, in granting a concession, could by mistake include a portion of land belonging to a neighbour, and if he did, the other would appear at the Court and protest.

13. Some of the young men of my district go and work on the mines for a time and then come back. They go because they earn more money, but it costs them more to live. Those who are careful bring back money with them. They do not, however, learn trades, as they generally work as labourers. I think the presence of the mines is a benefit to the native community.

14. With regard to planting, the people are willing to learn, and when a planter comes along and cultivates a product new to the country, the natives soon follow his example. Of course they want to be sure that there is some profit to be made before taking up a new thing.

15. The opening up of a road or railway attracts the native to plant alongside, because he has a better market than he would have out in the bush. He also finds a good market for his produce in the neighbourhood of a mine or mining town.

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(8)

Akwessi Inuama, head linguist in Ashanti, and a Chief in his own right, states:—

Outside Kumasi, the Crown has no right to the land; it is all in the possession of the Chiefs and tribes. It is in the same hands as before the British came to country.

2. Land in Ashanti is divided into three classes, stool land, family land, and land in individual ownership. Stool land is held by the Chief during the time he is on the stool. He holds it as trustee for the people, and has no personal right of disposition, which can only be exercised with the consent of the elders of the tribe. I believe the Chiefs always consult their elders before attempting to dispose of land. In the same way a head of a family must consult the other members regarding the disposition of family land. When family land is alienated the Chief must be informed, but he has no power of prohibition.

3. There have been no concessions granted in my district, so I am unable to give information as to the disposition of money received in respect of alienation of land. Some portion goes to the elders, and a portion to the stool. The Chief can use the stool portion as he likes. Nothing goes to the ordinary members of the tribe.

4. I believe the population is increasing in Ashanti, but it is still small compared to the size of the country. There is more land unoccupied than occupied, and there is plenty for everyone. I think the population is increasing because the villages are larger and we do not make human sacrifices, or go to war, nowadays.

5. I do not know whether any of my people go to the mines. I know some young men do, and sometimes return with money.

6. There is more chance of good business for farmers near a mine.

7. My people go in for permanent cultivation of cocoa, rubber, and kola. If they see a white man producing a new product on profitable lines they will be quick to follow his example.

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(9)

Kobina Kufno, Chief of Nkawe, states:—

All land in Ashanti outside Kumasi belong to the people; the Crown has not right in it at all. So far as land ownership is concerned matters are in the same condition as before the British came to the country.

2. The land is divided into three classes, stool land, family land, and individual land. Stool land is held by the Chief and elders of a tribe as trustees for the people. The right of the Chief to administer stool land only lasts as long as he occupies the stool. The Chief and the elders are the sole authority as to who shall settle on the land. It is the duty of a Chief to consult his elders in the matter of alienation of stool land, and I believe this duty is always carried out. A Chief would get into trouble if he did not do so. In the same way the head of a family must consult the other members before disposing of family land. The head of the family must also inform the Chief, but this is merely formal, as the Chief has no power of prohibition. Individual land is acquired by purchase, gift, or inheritance.

3. When stool land is alienated the Chief receives the money, which is generally divided into two parts, one going to the elders and the other to the stool. In other cases it is divided into three, when one part goes to the Chief, one to the elders, and one to the sub-chief who looks after the land. Nothing goes to the ordinary members of the tribe, except such as the elders may choose to give to those under them. I do not think that any portion should be set aside for the benefit of the people.

4. Some of the stools are in debt, but not many. My own stool is in debt as the result of litigation with a neighbouring Chief regarding boundaries. We won our case. Litigation is a usual cause of stool debts.

5. I know the boundaries of my land and could point them out by streams and hills. When a range of hills is taken as a boundary the line is assumed to be on the top.

6. Three mining concessions have been granted in my district, two of them during the ten years I have been on the stool. In one case the white man was introduced by a native of Cape Coast, named Arkaah. He came and saw the land and then went back. Afterwards Mr. Sarbah wrote making application for the land on behalf of Arkaah. Arkaah also sent a representative, named Kofi, to me, and I bargained with him as to the price to be paid. I have agreed to concede five square miles, but have no conception of the extent of such an area. The land has not yet been surveyed. After an agreement was arrived at the particulars were included in a deed, which was signed by myself and my elders. The deed was written in English, and was read and explained to me by the Registrar of the Court. It is the usual practice in Ashanti for a Chief to get a deed explained to him by a Government officer before signing it. It would be a good thing if this were made compulsory, as it is not wise to trust altogether to a man who is applying for a concession. In the case of both the concessions granted by me I have consulted a Government officer before signing the deed.

7. After a deed is signed the Chief and his people have to appear before the Chief Commissioner in Court. One of the concessions granted by me has been before the Court, but the other has not.

8. I do not think the granting of concessions to white men is likely to result in the native being deprived of land that he requires for his own use. The last war took away a lot of our people, and the population is not nearly large enough to effectively use the whole of the land. Further, where a concession has been granted the people are not prevented from going on to the land for agricultural purposes. Speaking generally I do not think the granting of concessions to the white man is disadvantageous to the native.

9. Some of my people go to the mines for a time, and when they return they generally bring back money with them. They earn more money at the mines than they do about the village, but, as far as I know, they do not learn trades.

10. The people practised shifting cultivation in the past, but they are now taking up cultivation on permanent lines cocoa, kola, and rubber. The introduction of new products into the country by Europeans is an advantage to the people. They are willing to take up new products if they are taught, especially if they are sure of making a profit thereby.

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(10)

Yao Boatchi, Amanhin of Bekwai, states:—

My headquarters are at Bekwai. I have a number of sub-chiefs under me. The Crown has no land in Ashanti, and conditions are the same as before the British came here. The whole of the land in my district is attached to the stool, and is administered not as my property but as the property of the stool. In any disposition of land I have to consult with my councillors. There is no land in private ownership in my district. A good many concessions have been granted, the consideration for which takes the form of a lump sum down and an annual rent. I have always consulted my councillors and the terms have been such as have been approved of by them as well as by myself. The money is paid to me and I divide it into three parts—one part I retain myself, one goes to the elders, and one to the sub-chief who looks after the land. Some of my money I divide amongst certain of my people according to their rank. Generally speaking, the money is spent in purchasing articles for the stool regalia, for my own personal use and adornment, and on entertainment. If any of my subjects get into debt I help them.

2. In some cases an applicant for a concession makes his application through the Commissioner, who then explains the situation and area applied for. In other cases he comes to me direct, and I then go to the Commissioner for advice. The clerk explains the area to me, and he knows what a square mile is, but we have often found after the area has been surveyed that we have given more than we intended.

2. When terms are settled, they are included in an agreement, and the Commissioner explains the document to us. Afterwards the matter goes before the Chief Commissioner's Court at Kumasi, when the linguist and the sub-chief who looks after the land represent the Amanhin, the clerk being also present. Anyone who has any information to give is asked to appear, and the Chief Commissioner has full particulars before him.

3. I cannot say how much of my stool land has been leased. We know our own boundaries. The only land that I should now be prepared to lease is land that has been already conceded but is not being worked, the concessions having lapsed.

4. I think the area of five square miles at present allowed under the Concessions Ordinance should be reduced to two and a half square miles. I should also prefer that the term of years were shorter with an enhanced rent at the commencement of each fresh term.

5. I know that the Obuasi concession is 100 square miles in extent. More of this land belongs to Adansi than to my stool, but there was only one agreement because Adansi had not returned. I do not know whether the agreement was for the whole area. The Bekwai people fought the Adansis and drove them away. They therefore became owners of the Adansi land. Whilst Adansi was away the concession was granted, and included some of the Adansi land, which we owned by conquest. When Adansi returned we were asked by the Commissioner to let his people enjoy the land again, and a portion of the rent from the Obuasi concession is granted

to them. The larger portion of the land belongs to Adansi, but the greater portion of the rent comes to me.

6. There are a number of concessions in Bekwai which are not being worked. There should be an obligation imposed on concessionaires to start work within a certain time, and afterwards to continue steadily.

7. No agricultural concessions have yet been granted in my district. My people still cultivate on the shifting principle, but some cocoa is grown. When a man wants land to grow cocoa he applies to the Chief in occupation of the land. There is no definite time laid down, and he can continue to cultivate as long as he likes provided the Chief does not turn him off. It is not the practice in Bekwai to take a portion of the produce as rent, and when the farmer dies the land goes to his next of kin. When planted the land becomes valuable, but the farmer has not the power of disposing of it.

8. The population in Bekwai is increasing, but there is still more land than the people can use. The fact that the land has been leased for mining does not prevent the people going on to it.

9. The mines are a benefit both to those who work upon them and to those who grow produce for sale.

10. No concession, except the Obuasi mine, is being worked in Bekwai, but rent is being paid on three other concessions. The concessions on which no rent is being paid have lapsed. I cannot say how many have lapsed, but it is a large number.

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(11)

Kobina Foli, Amanhin of Adansi, states:—

I have a considerable number of sub-chiefs in my district. All land in Adansi is the property of the Adansi people, with the exception of one piece of land which has been given to the Government. The fact of the British having come to the country has made no difference; things are exactly as they were before. There is land attached to my stool and also to the stools of my sub-chiefs, the latter including family land. There is no land in individual ownership. The paramount Chief and sub-chiefs hold the land so long as they are on the stool, as trustees for the people. Land belonging to my stool may be disposed of by me with the consent of my elders. If a sub-chief wishes to dispose of land he must inform me, but this is merely formal, I am not in a position to exercise the power of prohibition. When land belonging to my stool is disposed of I receive the money and divide it into three parts—one goes to the elders, one to the sub-chief who looks after the land, and I retain one myself. I use my portion for stool purposes, but I may appropriate some of it for the use of myself and my family. Similarly, when a sub-chief disposes of land he receives the money and divides it into three. I get one portion, and the remainder is distributed between the sub-chief and his elders. So far as I know, the elders are always consulted regarding the alienation of land and the disposition of the money that is paid for it. Many concessions have been granted in my district in my time, some from my stool lands and some from the sub-stools.

2. In most cases the applicant goes to the Commissioner in the first instance, and the Commissioner directs him to me. The applicant advises me of the situation of the land he wants as well as he can, and also the size in square miles. We have no knowledge of what a square mile is; therefore it sometimes happens that when it is too late to say anything we discover that we have given more land than we intended. Before signing the agreement I appear before the Commissioner to have the document explained to me. He describes the area in square miles, so we are not much wiser then. The Commissioner never visits the land. I should like a local officer to visit it and explain the boundaries to me. We protect ourselves as far as possible by not signing the agreement until we have seen the Commissioner.

3. Later we have to appear before the Chief Commissioner in Court. He sends a letter inviting me to go, and if I cannot go myself I send a representative. He leaves the selection of witnesses to me.

4. The concessions in my country are not being worked. Six are paying rent. In the other cases the rents have not been paid, but we have not re-entered into possession. There is more land in my country than my people can use themselves, and we are therefore willing to grant more concessions.

5. I think the present area of five square miles too much for a mining concession, and that it should be reduced to three square miles. I also consider the term of 99 years too long, because the land will not come back to the people now living. If the rents were larger I should not mind, but I do not think they are sufficient at present. I should prefer that the rents be fixed by the Government.

6. There have been two blocks granted for planting rubber, cocoa, and ginger. I cannot remember the areas of them.

7. I agree that an obligation should be placed upon concessionaires to commence work within a certain time, under penalty of forfeiture.

8. I think the population is increasing, but it is still very small in comparison to the size of the country. Every Adansi man has as much land as he wants.

9. Some of the Adansi people work on the mines. They can earn higher wages there, which enables them to pay their debts. Sometimes they bring money back and are able to buy a new wife and other luxuries. They also learn trades, and when they come back they exercise them in the village, and are, therefore, more useful members of the community. The mines are a benefit to the people, not only to those who actually work on them, but also to the farmers, who plant near the mines because they get a better market.

10. Cocoa is grown in my district. I have a very large farm and my people grow it as well. The Adansi man works on the land free. He stays on the land as long as he likes, but cannot sell it, although he may dispose of the trees. When a man does sell the trees the owner of the land takes one-third of the proceeds and the planter the remainder.

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(12)

KOBINA ARPIAH, Amanhin of Kokofu, states:—

I have been on the stool for four years. Concessions have been granted on my land. Work has been started in three places but operations have since been suspended.

2. All the land in my country belongs to my stool, but it is divided amongst my sub-chiefs. I have the right of disposing of the land, with the consent of my elders. An application for a concession would come to me.

3. The money received in respect of a concession is paid to the sub-chief in charge of the land, and he hands it on to me. One third of this money I retain for myself, and the remainder goes to the sub-chief. I divide my portion with my elders.

4. Concessions have been applied for since I have been on the stool. Usually the application is made to the Commissioner, but sometimes the applicant will send a representative to see what land can be obtained. The Commissioner gives us his opinion as to the area of the land. When it is described in square miles I have no knowledge of its extent. It would be an advantage if someone visited the land and explained details to us on the spot. The Commissioner never visits the land.

5. When an agreement is arrived at a deed is drawn up, and is signed by the Amanhin, the Chief who looks after the land, and the Commissioner. The document is signed before the Commissioner and he explains it to us before we sign.

6. After the deed is signed the matter comes before the Court at Kumasi.

7. I think five square miles is too much for a mining concession, but I have not sufficient knowledge to say what it should be. I have no objection to raise to the term of 99 years.

8. I have had no application for agricultural concessions or concessions to cut timber; only mining concessions have been asked for.

9. I think the population is increasing; there are still a lot of people living in Akim. If more concessions are applied for I shall consider them; there is still plenty of land to spare.

10. My people have taken to permanent cultivation and grow cocoa and rubber. They go on to the land without asking permission. A man can stay as long as he likes and cannot be turned out. He pays no rent.

11. My people go away sometimes and work on the mines. They do not stay away altogether, but return after a time, and those who are careful bring money back with them. They earn more money in the mines than they do in their own village. So far as I know they do not learn trades. I think the presence of the mines is good for the country. There is plenty of room for the white man as well as for the native.

C.

NOTES OF EVIDENCE RELATING TO PART IV.

ADDRESS BY JOSEPH EPHRAIM CASELY HAYFORD.

MR. SPECIAL COMMISSIONER BELFIELD:—

In addressing you upon the general conditions governing the alienation of native land in the Gold Coast, and upon the Forest Bill, 1911, on behalf of the Amanhin, Ahinfu, and other rulers and people of the Western, Central, and Eastern Provinces of the Gold Coast, in conference with The Gold Coast Aborigines' Rights Protection Society, their accredited representatives, I desire, first of all, to express the appreciation of the country for the consideration shown by the Right Honourable the Secretary of State for the Colonies in appointing you as a Special Commissioner to hear their views and those of others upon these matters, so as to enable him to advise the King in Council as to the withholding his Assent or not to the Forest Bill, 1911, which has passed a third reading of the Legislative Council of the Gold Coast.

In doing so my object will be to show you in the clearest way that those for whom I am speaking have got good, strong, and valid grounds for objecting to the underlying principles of the Forest Bill, and that since the passing of the Concessions Ordinance, 1900, the general conditions governing the alienation of native land have been strenuously maintained by the

Concessions Court. At the close of what I have to say I will hand you copies of the several documents to which I will refer.

It appears that a Forest Bill was in 1910 submitted to the Council, and as it was considered that the underlying principle was the same as the proposed Lands Bill of 1897, *i.e.*, the "administration" by the Government of the lands of the people of the Gold Coast, a petition was presented in March, 1911, against this Forest Bill of 1910.

This Bill of 1910 was not proceeded with by the Legislative Council, and the Forest Bill, 1911, was presented in its place and read a first time on the 13th May, 1911. This latter Bill appears in the Government Gazette of 20th May, 1911.

The Bill of 1911 was considered equally objectionable, and a petition was presented against it on the 23rd August, 1911, to the Governor of the Gold Coast by the Kings and Chiefs of the Central and Western Provinces, in conference with the Aborigines' Rights Protection Society and other inhabitants of the Gold Coast.

A cable was also sent to the Secretary of State for the Colonies through the Governor, to the following effect:—

> Amanhin, Ahinfu people, Central and Western Provinces, Gold Coast, in conference, respectfully but emphatically protest against new Forestry Bill, and pray that their immemorial rights to their lands may be left intact to them and their representatives be given opportunity of laying before His Majesty in Council their petition.

Amendments which were suggested by the petitioners to the Bill were presented to the Governor and Legislative Council on behalf of the Kings and Chiefs and people of the Gold Coast. In considering the amendments, I am asked specially to point out that the suggestion as to leases being taken by the Government only applies to particular cases, *i.e.*, such as the laying out of Botanical Gardens, but not to the wholesale acquisition of the lands of the people, which, as will be seen, cannot by any possibility be construed into acquisition for the benefit of the public.

Counsel were also allowed to appear (13th September, 1911) before the Governor and Legislative Council, and argued their objections to the second reading of the Bill—myself and Mr. Brown representing the Amanhin and Ahinfu (Kings and Chiefs) and rulers of the Central and Western Provinces of the Gold Coast, and the Omanhin of Akwapim in the Eastern Province, in respect of whom Mr. C. J. Bannerman supported us, and the Gold Coast Aborigines' Rights Protection Society, the accredited representatives of all these people. Mr. Bannerman also represented other parts of the Eastern Province.

The Bill, however, early in November, 1911, passed the second and third readings, being very little altered, and the principle involved is still remaining and is objected to by the Kings and Chiefs and other people of the Gold Coast. The principal alteration made at the second reading of the Bill is the substitution of acquisition by lease instead of acquisition compulsorily under the "Public Lands Ordinance, 1876." The latter Ordinance I will hereafter refer to.

Representations were then made to the Colonial Office with a view to the assent of the King being withheld to the Bill, and also as to a deputation being received. The Secretary of State at first stated that no advice on the subject of the Bill could be tendered to the King until a petition had been presented through the Governor of the Gold Coast, as to which there was to be no undue delay.

A petition was, early in December, 1911, accordingly presented to the King through the Governor of the Gold Coast in accordance with the Colonial Office Regulations.

The Secretary of State intimated that before he would come to a decision on the matter he proposed to have a report made by you, and that you were leaving England about the end of January this year for the Gold Coast. Mr. G. Fiddes, writing by the direction of the Right Honourable the Secretary of State for the Colonies from Downing Street, under date the 13th of January, 1912, to Messrs. Ashurst, Morris, Crisp and Company, of 17, Throgmorton Avenue, London, E.C., the Solicitors of the Amanhin and Ahinfu (Kings and Chiefs) and the Aborigines Society, said:—

> "I AM directed by Mr. Secretary Harcourt to acknowledge the receipt of your letter of the 27th of December, forwarding a copy of a petition from certain native Kings and Chiefs against 'The Forest Ordinance,' recently passed by the Legislative Council of the Gold Coast.
>
> "2. Before arriving at a decision regarding the advice which should be tendered to His Majesty respecting this Ordinance, Mr. Harcourt is of the opinion that it is desirable to await the submission of a report on the general conditions governing the alienation of native land in the Gold Coast, which will, in due course, be presented by Mr. H. Conway Belfield, C.M.G., who is proceeding to the West Coast at an early date as a Special Commissioner to investigate this question. Your clients will be given an opportunity of stating their case before Mr. Belfield on his arrival in the Colony, and the adoption of this course will render it unnecessary to send a deputation to England.
>
> "I am, Gentlemen, &c.,
> G. FIDDES."

ASHURST, MORRIS, CRISP AND COMPANY.

I propose, therefore, in the first instance to address you generally "on the general conditions governing the alienation of native land in the Gold Coast," and particularly upon the "Forest Bill, 1911," against which those by whom I am instructed have lodged a respectful but emphatic protest, and have, further, petitioned His Majesty the King in Council.

It is of considerable importance at the outset to notice that the Lands Bill, 1897, consisted of three parts. Part I. dealt with preliminary matters and the interpretation of terms which I will refer to in the course of my address; Part II. with Public Land and the occupation thereof; and Part III. with the Constitution of a Concessions Court. I may at once dismiss this part of the matter by pointing out that both in the discussion which took place in the Legislative

Council upon the second reading of the Bill, when the Chiefs were heard by Counsel, and that before Mr. Chamberlain at Downing Street, when a deputation was received, it was conceded by the Government that the soil of the Gold Coast was in the hands of the indigenes and that there were no Crown Lands in the country. Accordingly, Part II. of the Bill was dropped, that is to say, those provisions in the Bill which related to "Public Land and the occupation thereof." Part III., with certain amendments, became the Concessions Ordinance, 1900, which has since governed the general conditions of the alienation of native land in the Gold Coast.

The first case in the Concessions Court, known as the Chidda case, was heard before His Honour Mr. Justice Nicol, an able and a most careful Judge, who subsequently became Chief Justice of Lagos, and was knighted on the 1st day of March, 1901. It was an opposition case—a most important case. It raised several points of interest, and the first certificate of validity was granted. The said certificate of validity, following the provisions of the Concessions Ordinance, stated clearly who the grantors and the grantees of the Concession were, the boundaries, extent, and situation of land in respect of which the certificate was given; the nature of the Concession. Further (and this is important to note in this connexion) the Court imposed limitations under which the Concession was to be held in the following terms:—

"1. The Concession shall not be construed so as to deprive any native of his customary rights as to shifting cultivation, the collection of firewood, and hunting and snaring game on the land.

"2. The Concession shall be construed to include only such timber as is necessary in connection with mining operations.

"3. The Concession shall extend for a period of ninety-nine years only, from the 24th day of April, 1897, and no longer.

"4. The Concession shall not be construed to confer any right to have it renewed.

"5. The Concession shall be read and construed as if the following clause were omitted from the Concession:—'It is mutually agreed and understood between the lessors and the lessees, their heirs, successors, executors, administrators, and assigns, that in the event of cessation of crushing operations through want of funds or other lawful causes, the yearly rent of two hundred pounds for that particular mine shall be reduced to one hundred pounds per annum during such cessation, provided it does not exceed three years from the date of such cessation.'

"6. The Concession shall be read and construed as if the word 'three' in the clause 'This lease may be determined at any time by the lessees, their heirs, executors, administrators, and assigns, on their giving three months' notice in writing to the lessors, their heirs, successors, and assigns' were deleted therefrom, and the word 'twelve' inserted in lieu thereof.

"7. The Concession shall be read and construed as if the following clause were inserted therein:—'Provided always that if the lessees or their successors in title shall make default in payment of any rent reserved under the Concession for three calendar months after the same shall become due, it shall be lawful for the lessors, their successors, or assigns by writing under their hand to give three months' notice to the lessees or their successors in title of their intention to determine the Concession, and, in the event of the rent in arrears at the time of giving such notice not being paid before expiration of three months, the rights, privileges, and powers granted by the Concession shall cease and be at an end, and the lessors, their successors, and assigns, shall be at liberty to re-enter upon the said lands and take the possession of the same.'

"8. Notice of intention to terminate the Concession shall be given on a rent day only."

It then regulates the rent payable and incorporates an undertaking to maintain boundaries in these words:—

"The holders of the Concession having undertaken—

(*a*) to keep the boundary road clean;
(*b*) to keep the pillars marking the boundaries in good condition and repair;
(*c*) to keep the name of the Concession (Chidda) legible on each pillar;
(*d*) to lay down the said lands with reference to the Government datum point when such Government datum point has been fixed in the district of Tarquah.

"The Concession shall be read and construed as if the lessees had bound themselves accordingly." (*See* Gold Coast Native Institutions, pages 289 to 310.)

I have dealt with this particular certificate of validity to show that from the first the Court has been particularly careful to scrutinise a deed to see if its terms are within the provisions of the Ordinance, and have incorporated terms to bring it within such provisions where necessary. It will also be noticed that from the first the local limits of each concession were definitely fixed, connecting the same with a Government datum point.

This form of certificate of validity has been followed since, with slight modifications here and there to suit the circumstances of the case and the nature of the particular Concession; and it is worth recalling here the fact that a concession is defined to cover surface products.

Under the system and conditions sanctioned by Colonial Office policy working under the Concessions Ordinance, the alienation of native lands in the country since 1900 has been guided and governed. Since then the number of concessions filed, including those for gold, timber, rubber, and other surface rights, amount to the aggregate of at least 1,242, and, as the law now stands, it is impossible for any one of these to be held validly till it has passed the terms and provisions of the Ordinance.

By reason of this Ordinance and in faith of its stability, the Chiefs of the country have freely submitted questions of title to land to the Concessions Court, which has generally satisfactorily settled them. In the books of Reports are several important test cases which have

gone to the Court of Appeal, and the customary law, governing title, ascertained and fixed. (*See* Sarbah's Fanti Law Reports, page 148 and 159, and Hayford's Gold Coast Native Institutions, pages 49 and 50.) Concession holders, in faith of the stability of the system, have gone to the enormous expense of having their concessions surveyed and then checked by Government Surveyors, which has necessitated the establishment, as a branch of the service, of a Survey Department. The Chiefs themselves have now and again called for a declaration of boundaries between themselves which have been satisfactorily adjusted by the Court. All this is to receive an unnecessary shock by the introduction of the services of a Reserve Settlement Officer, an executive officer by the way, as against the Supreme Court, backed by decades of experience and the confidence of the people. The bargain between a grantor and a grantee is one that may fairly be left with an experienced Judge to interpret and enforce, where necessary, modifying its terms to bring it within the protective provisions of the Bill. As I will show later on, this was the view taken in the petition for the people in 1897 which was settled by Mr. Asquith.

For a running commentary upon the working of the Concessions Ordinance, I invite your attention to pages 198 to 207 of "Gold Coast Native Institutions." It is obvious that the mere filing of a concession, the mere printing of the notice of such a concession in the Government Gazette, does not give valid title to land, for when such a concession comes before the Court, unless it conforms strictly to the provisions of the Ordinance, it is most likely to be set aside or ordered to be modified and made conformable to such provisions.

The foregoing are the conditions which, after matured consideration, the Colonial Office, then administered by the Right Honourable Mr. Joseph Chamberlain, sanctioned to regulate the alienation of land by the people of this country. These are the conditions which the people have agreed should regulate grants of land by them to foreign capitalists. I have always understood, Sir, that the burden of proof is upon him who asserts a given proposition. Where are the facts of those who maintain that the Concessions Ordinance has failed, or is unworkable or inefficient? Where are the facts, I ask, for suddenly altering a policy of twelve years' standing, for altering a decision come to by the Colonial Office after deliberately taking the view of those whom the matter most concerned? So far as we know the public has only been treated to generalities which, examined in the light of the actual facts of the situation, will be found to have little or nothing to maintain them. Therefore it is, and for other reasons that will later appear, that I am to ask respectfully that you may recommend the continuance of the working of the Concessions Ordinance, or, at the utmost, such slight amendment as might meet any well-founded complaint in the judgment of the Right Honourable the Secretary of State for the Colonies. It would appear that if a concession holder were allowed, say, a term of five years within which to get a certificate of validity, or to show good cause after that period why the concession should not be determined, it would meet any desire not to tie up indefinitely the lands of the people.

Before referring in detail to the Forest Bill in question, it will be well to deal shortly with the history and matters relevant to the question leading up to the present time.

In early times British settlements on the Gold Coast consisted of forts here and there on the Coast, which had either been acquired by, or fallen into the hands of, the British from time to time.

Mr. Lucas, of the Colonial Office, in his "Historical Geography of British Colonies," says:—

> "To judge from the old maps, a row of isolated forts and factories lined the water's edge, but they had no territory or territorial rights attached to them."

Nor does it appear that the possession of these forts and settlements in the mind of the British Government constituted a right to jurisdiction over the indigenes.

In 1836 the Committee of African Merchants had occasion to write, with reference to the trial of Adoasi and Amuah for murder, as follows:—

> "Your proceedings in Council, April 6th, in reference to the trials of Adoasi and Amuah for wilful murder, we observe, were conducted in the Public Hall of Cape Coast Castle in your presence and that of Cabboceers and Paynims, and found guilty upon their own confession; these men were executed.
>
> "It seems, in your information to us, that there has been a very important departure from the proceedings of our Criminal Courts, inasmuch as the confession of the prisoners was the chief evidence against them, but of the justice of the sentence there can be no doubt.
>
> "These remarks lead us to remark to you, which we feel bound to do, that we have been instructed expressly by Lord Gleneg that the British Government pretends neither to territorial possession nor to jurisdiction over any portion of the Gold Coast, excepting the actual site of the several forts and castles. It is, therefore, necessary that your authority should be exercised with very great caution."

In 1842 it was recommended:—

> "That all jurisdiction over the native tribes beyond the immediate radius of the forts should be the subject of distinct agreement with them—not the allegiance of subjects, but the deference of weaker powers to a stronger and more enlightened neighbour."

The wars with the Ashantis in which the British took active part, did not alter the relations, nor was any claimed, between the Government and the aborigines, for after the last war there was a communication from the Colonial Office in 1887 in which it was stated:—

> "That the term of annexation used by Mr. S. is also incorrect, inasmuch as the greater portion of the Gold Coast Colony still remains a Protectorate, the soil being in the hands of natives under the jurisdiction of the Chiefs."

It may also be mentioned that after the war the British Government claimed and received a portion of a war indemnity from the Ashantis.

For more detailed information and for authorities upon this subject I may refer you to:—

Chapter 4 of Gold Coast Native Institutions, pages 135 to 167. (Sweet & Maxwell, Limited.)

Fanti National Constitution, pages 71 to 120. (W. Clowes & Sons, Limited.)

In 1894 a Crown Lands Bill was introduced and afterwards abandoned. It was an Ordinance to vest "all waste land and forest land in the Gold Coast in the Queen for the use of the Government of the Colony."

The impression then was that there were waste lands and forest lands in the country which might be rightly vested in the Crown, and the desire was to so vest them.

In the message, with regard to the Bill, of His Excellency Sir William Maxwell to the Legislative Council, in March, 1897, he said:—

> "The principle which was thereby sought to be laid down had been the subject of criticism, and, under the direction of the Secretary of State for the Colonies, had been abandoned;" and the Bill was not proceeded with.

In 1897 the "Lands Bill of 1897" was introduced, which sought (*inter alia*) (preamble 5) "to provide for the proper exercise of their powers by those entrusted with the disposal of public lands and to prevent the improvident creation of interests therein and rights thereover," and stress was laid upon the reckless felling of timber and the necessity "to preserve waste and forest land and minerals being improvidently dealt with."

It was by this proposed Bill of 1897 recognised that the power of disposal was not in the Government, but that is was necessary to prevent the improvident creation of interests in land by persons having the power of disposal. The Ordinance, however, went on to define public land, and Section 13 stated (*inter alia*)—

> "No right of any description shall be deemed to have been or shall be acquired by any person over any land except the following:—
>
> "(*a*) Rights acquired by the Government by prescription, purchase, possession, occupation or user, or under any law for the acquisition of land for public purposes."

It further went on to declare in Section 4 that—

> All public land in the Colony may be "administered" by the Government of the Colony as herein provided.

and proceeded to deal with the following matters:—

> The manner of reserving land for specific purposes.
>
> Reserve land not to be occupied.
>
> Notice of permanent reservation of the land to be published in the Gazette before such reservation.
>
> Notice of temporary reservation to be published in the Gazette after such reservation.
>
> Governor may divide territory into districts.
>
> Grant by native Chief without previous consent of Governor to be unlawful.
>
> Authority to native to settle on public land.
>
> Allotment of land for shifting cultivation.
>
> Settlers' rights, &c.

It was obvious, therefore, that the Lands Bill of 1897 dealt with the acquisition of the lands of the people for public purposes in one or other of several ways, and the "administration" thereof by the Government.

The people then objected to this (as they are now objecting to the Forest Bill, 1911). Petitions were presented to the Queen; these were settled by the Right Honourable H. Asquith, K.C., M.P. The matter was also urged in the Legislative Council of the Gold Coast.

In 1898 a deputation from the Gold Coast was received by the Right Honourable Mr. Joseph Chamberlain, when, after a lengthy discussion, the latter acknowledged in substance the validity of the objections which had been taken to the proposed Bill of 1897 and directed the Concessions Ordinance to be passed as a regulative measure, and the Concessions Ordinance, 1900, was the result.

I shall hand you with the other Documents referred to in my address a bound book containing the proposed Lands Bill of 1897, the petitions, and other papers, together with the arguments of Counsel when the deputation was received by the Right Honourable Mr. Joseph Chamberlain.

This was the position of affairs when an Order in Council of 26th September, 1901, was passed. This was, however, repealed by the Order in Council of 22nd October, 1907.

In 1906 the Government attempted to pass a Bill—"The Native Jurisdiction Bill of 1906"—which in effect "conferred" upon the indigenes the jurisdiction which they already possessed and claimed as inherent.

The person addressing you then appeared at the second reading as Counsel in opposition to the Bill before the Special Committee of the Legislative Council, and the matter was fully dealt with by him as to the principles of the Bill, and there will be handed you a copy of his address. The historical allusions and references to decided cases may assist in this matter.

I now come to the Forestry Bill, 1910, which I have before mentioned as having been proposed and withdrawn. This, with the attempted Bills of 1894 and 1897, was the third attempt by the Government at land legislation for the Gold Coast.

Upon comparing the Forest Bill of 1911 (the Bill in question) with the Crown Lands Bill of 1894 and the Lands Bill of 1897, it will be abundantly clear that it introduces the same encroachments on the people's proprietary rights which were objected to in 1894 and again in 1897.

As I have already pointed out, the object of the Lands Bill, 1897, was to vest in the Government the lands of the people as Crown Lands. The attempt failed, and a regulative measure in the form of the "Concessions Ordinance of 1900" was passed. By this Ordinance grants of mining land were regulated, leaving the right of ownership in the indigenes

unimpaired. The excuse put forward at the time for the promulgation of the Lands Bill, 1897, was that the natives were alleged to deal recklessly with their rights in the lands. I am to point out that the same excuse is now put forward in the Forestry Bill, 1911, for *partly* vesting in the Government the surface rights of the country, at first through the operation of an Ordinance passed in 1876 called the "Public Lands Ordinance," and for the management of the remainder, and I submit that the result of this would be to arrive indirectly at the object sought in the Lands Bill, 1897, which, as I have already shown, was abandoned. It may be noted that after the arguments of Counsel upon this Forest Bill the Government withdrew from the position of compulsory purchase under the Ordinance of 1876 and introduced acquisition by lease. This is even still more objectionable, as it places the Government under the temptation of exploiting the lands of the protected people directly or indirectly, and, moreover, places the native grantor in an embarrassing position as dealing with a most powerful grantee, the "Protector"—in other words, the trustee or guardian.

It would, therefore, appear that for the purposes of the present case the history of land legislation on the Gold Coast may be taken from the year 1894, when the Crown Lands Bill was introduced, and it should be remembered that the then Secretary of State admitted the soundness of the criticisms passed on the Bill. It should further be borne in mind that the Right Honourable Mr. Joseph Chamberlain in 1898 acknowledged the validity of the objections to the proposed Lands Bill of 1897, and directed the Concessions Ordinance of 1900.

I am to submit that since 1898 the land question of the Gold Coast has been a settled one, and should not be open to argument. The soil was not vested in the King of England and has never been acquired by conquest, cession, or purchase.

It will now be necessary to examine the proposed Forest Bill, 1911, with some detail.

It is important to notice that the Bill was without preamble, showing, so far as the title was concerned, the reasons and objects which had called for its promulgation. Some reasons and objects were, however, stated at the foot of the Bill by the Attorney-General, but their connexion with the Bill would, of course, cease when it became law. It is submitted that it is essential for future guidance that a Bill should state in a preamble its scope and meaning and the objects for which it is required. It may be noted that since the speeches of Counsel before the Legislative Council a preamble has been inserted in the Bill as passed.

I am to submit, respectfully, that the Bill as a whole gives the Government the power of administering and granting stool, family, individual, and tribal lands, with three-fifths of the gross receipts going to the Government, and the remaining two-fifths to the owner or owners. This, in effect, establishes a system of farming out the lands of the people, which, I am to point out prominently, is one of the most objectionable features of the Bill.

In the definition clauses of the Bill there appear (*inter alia*) in Clause 2 "unoccupied land means land which is not used for permanent habitation, and has not been cultivated for ten years."

"Reservation land means land with respect to which a Reserve Forest Officer has given judgment under Section 8."

These definitions appear to be too wide. As there is no definition of "forest," it has its ordinary meaning, and if the title of the Bill is construed to govern strictly all its provisions, lands other than forest lands without limitation are included. From the definition of unoccupied land as land which is not used for permanent habitation and has not been cultivated for ten years, the idea seems to be conveyed that if such land were to be left fallow for the purposes of shifting cultivation in vogue on the Gold Coast for a given period, it would be deemed unoccupied land, and many private lands would be thereby declared "unoccupied" lands.

The Bill then proceeds to deal with such matters as the following:—

Clause 4. Governor in Council may declare certain lands subject to forest reservation.
Clause 5. Prohibition to take timber, collect rubber, &c., during period of order.
Clause 7. Inquiry by Reserve Settlement Officer.
Clause 11. Enables the Government to acquire and manage land under Lease.
Clause 13. Prohibits the cultivation of land in Forest Reserve, and the collection of Forest produce, &c., in such Reserve.

I submit from the above, that it is clear that the "administration" of public lands by the Government, proposed by the "Lands Bill, 1897," was the same thing as "management" by the Government of reserved lands now proposed by the Forest Bill, 1911, now in question. Under the Lands Bill of 1897 the Government proposed to acquire lands for public purposes in one or other of several ways, and that is the intention of the present Bill, and such lands would, in effect, be Crown Lands. The Bill of 1897 and this present Bill deal with reserved lands, and whether it is called "waste land," "unoccupied land," "forest land," or "bush land," the result is the same to the person or persons claiming proprietary rights to such land.

Before proceeding at the moment with the further consideration of the sections and scope of the proposed Forest Bill, it may here be convenient to refer to the nature of the criticisms which have been made with regard to the claim of the Government to introduce land legislation affecting the proprietary rights of the people of the Gold Coast.

I have already referred to the remark of Mr. Lucas of the Colonial Office, when he says:—

"To judge from the old maps a row of isolated forts and factories lined the water's edge, but they had no territory or territorial rights attached."

In a well-known work on Fanti and Ashanti by Captains Huyshe and Brackenbury, it is stated:—

"It appears that all the European Companies on the Coast, Dutch and Danish as well as English, had paid ground rent to the Coast tribes for the land on which their forts were built."

In the Government Gazette Extraordinary of August 13th, 1897, pages 298 and 299, are grouped the following opinions by influential officials upon land tenure upon the Gold Coast:—

His Honour Mr. Justice Smith (Acting Chief Justice):

"Land in the Colony is distinguished under the following heads: stool land, private land, and family land. Under these designations all the land in the Colony, save what the Government have from time to time taken for public purposes, has, according to native law, an owner.

"Most carefully do the natives preserve and hand down all traditions connected with the ownership of such lands, and no matter how small may be the plot of land, they are always keen in preventing any encroachment on their rights in respect thereof."

The Honourable Bruce Hindle (Attorney-General, and afterwards Chief Justice of Sierra Leone):

"It is considered by the natives that all lands, whether reclaimed or not, are attached to the stools of the different Kings and Chiefs, with the exception of the comparatively small portions attached in manner hereinafter mentioned. There is no land which is not or which has not been so attached. In the bush the boundaries are generally fixed by particular trees, by natural features, such as rivers and streams."

Major-General Sir Francis Scott (Inspector-General of the Gold Coast Constabulary), said:—

"As a general rule among the real natives of the Gold Coast the tenure of land is perpetual, whether cultivated or otherwise. All land on the Gold Coast is either the property of a (1) tribe, (2) country, (3) town, (4) Company, (5) family, or (6) an individual."

W. H. Adams, B.A., Barrister-at-Law (District Commissioner):

"Every acre of land on the Gold Coast has an owner. There is no unoccupied land. Though no boundaries may be visible to a European, they are perfectly clear to the eyes of the various owners. It would seem as if in the remote past the whole land had been vested in the various kings, each stool, with its boundaries, forming a commonwealth."

In "Fanti Customary Law," the learned author, the late Hon. J. M. Sarbah, C.M.G., Barrister-at-Law, who addressed the Legislative Council of the Gold Coast upon the subject of the proposed Lands Bill, 1897, and who, subsequently, became a prominent and useful member thereof, says:

"The King, *by the law of England*, is the Supreme Lord of the whole soil. Whoever, therefore, holds lands, must hold them mediately or immediately of him; and while the subject enjoys the usufructuary possession, the absolute and ultimate dominion remains in the King (Co. Ltd., 1a).

"*As far as the Gold Coast* is concerned this portion of the English law does not apply, for it is a group of territories, under native rulers, taken under British protection. It is British territory, but not so by conquest or cession; as a matter of fact, the Colonial Office stated on the 11th day of March, 1887, as published in Parliamentary Blue Book of that year, that it is inaccurate to state that after the successful Ashanti expedition of 1874 the Protectorate was annexed by Great Britain and became a Colony, inasmuch as the greater portion of the Gold Coast Colony still remains a Protectorate, the soil being in the hands of the natives and under the jurisdiction of the native chiefs.

"According to native ideas, there is no land without owners. What is now a forest or unused land will, as years go on, come under cultivation by the subjects of the stool or members of the village community, or other members of the community."

And the following authoritative statement of His Excellency Sir William Macgregor, M.D., C.B., K.C.M.G., sometime Governor of Lagos, based upon matured experience, is well worth noting:

"In dealing with the natives one must never touch their rights in lands, or compromise the authority of the chiefs. If one wished to stir up trouble in West Africa, all one would have to do would be to suggest that the land of the natives is about to be taken away from them. Unfortunately, their credulity in this respect is sometimes practised upon."

I also again call attention to the result of the deputation in 1898 to the Right Honourable Mr. Joseph Chamberlain with regard to the proposed Lands Bill of 1897.

Mr. Chamberlain acknowledged as valid the objections to that Bill, and he directed a regulative measure to be passed, *i.e.*, the "Concessions Ordinance, 1900." Under Section 11 of that Ordinance, concessions can only be declared valid under certain conditions, and the definition of a Concession is "any writing whereby any right, interest, or property in or over land with respect to minerals, timber, &c., or the option of acquiring any such right, &c., purports to be either directly or indirectly granted or agreed to be granted by a native."

The Acting Governor of the Gold Coast Colony recently, in introducing the estimates, foreshadowed a further regulative measure (and he no doubt had in mind this Forest Bill), and said:—

"The Government is making inquiries as to the extent to which tribal lands have been and are being alienated under the Concessions Ordinance, 1900. It has been represented that the area already alienated is so extensive as to hinder the natives of the country from exercising their custom of shifting cultivation, to menace their means of livelihood, and to deprive them of their customary rights in timber and other sylvan produce. It may be necessary, as the outcome of present inquiries, further to restrict in future the area of Concession Lands, and also further to safeguard native customary

rights in lands and its natural produce. If such action should be necessary the Government will lay before you a Bill to amend the Concessions Ordinance, 1900, and in the directions which I have indicated."

I have to point out in regard to this, that the proposed Forest Bill, 1911, cannot possibly be construed as an amendment of the Concessions Ordinance, 1900, on the lines indicated in the above speech.

In August last during a sitting at Cape Coast of the Amanhin and Ahinfu (Kings and Chiefs), in conference with the Gold Coast Aborigines' Rights Protection Society, they had an audience with the Acting Provincial Commissioner. The Commissioner told them that the Forest Bill was intended for their good, that the Gold Coast was of small importance to the British nation, and that, if the latter left them, some other Power would snatch them up, or their old enemies, the Ashantis, would return.

The Amanhin upon this remarked, through one of their number (Amonoo V.), that many European people had visited their shores from remote times, and that they had selected the English to live with them, knowing that they would treat them fairly and well.

I am, however, again to point out that the people find from the Government a periodical return to the same line of legislation which in 1894 and again in 1898 was admitted to be untenable and inapplicable.

I will now continue the reference to the main principles of the Forest Bill, 1911, and some of the sections and scope of the Bill.

It will be seen that Section 11, sub-section (*c*), is very drastic, for it makes it lawful for the Government, in the form of leaseholds, to acquire the right of holding and administering the lands of the people. This, in effect, is as objectionable as the similar clause in the amended Bill, which gave the Government the right of acquiring compulsorily the lands of the people. If Section 11 became law, it is conceivable that within a generation or two all the lands would pass into the hands of the Government as completely as if they had been compulsorily acquired, and instead of protection there would be confiscation. I am to point out that any further regulation of the granting of land by the owner so that both grantor and grantee may be, if necessary, better protected, will not meet with disfavour. But what the people respectfully, but emphatically, object to, is that the Government should transform itself into a mammoth syndicate for the purpose of exploiting the lands of the protected people. And, in this connexion, it must be emphasised the distinction between acquiring by lease small plots outside municipal areas for, say, a Botanical Garden, and the wholesale power of thus acquiring any lands whatsoever, for purposes which cannot by any stretch of terms be construed into "public service."

To find the true interpretation of the words "public service," one must refer to the preamble of the Public Lands Bill, 1876, which says:—

> "Whereas it is expedient that provision should be made for regulating the acquisition of lands required for the service of the Gold Coast Colony and the method of holding such lands, &c."

These words can scarcely be construed to convey the same meaning as protection of individual, stool, tribal, and family land by way of compulsory acquisition and alienation, as was proposed by the Bill. For neither the immediate nor the remote object affects the general public, as in the case of acquiring lands for railways, the building of hospitals or museums, and the laying out of parks and botanical gardens. Similarly, neither can the holding of land by Government for, say, a term of ninety-nine years, with the power of sub-letting the same, be possibly construed either immediately or remotely into a holding for the general public. The distinction is most important, and I am specially instructed to emphasise it. It would appear that Section 11, which I am discussing, provides the principle whereby the Government are going to create or acquire Crown Lands, thus practically recalling and reintroducing the abrogated Lands Bill of 1897, for it should be remembered that there are practically no Crown Lands in the Gold Coast, the soil of which belongs to the indigenes. The section, it must be remarked, goes far beyond the scope of the title of the Bill (Forest Bill). A Forest Bill implies a protective measure. The Bill before us, it is important to remark, when put into operation, will amount to an act of confiscation and dominion. If the reservation of forest or bush lands cannot come within the provisions of the Public Lands Ordinance, 1897, and be construed into acquisition for the public service, no more can such reserved land be held under lease by the Government and construed into a holding for the public service. In the case of acquisition of lands at Sekondi by the Government, and then selling or leasing them out to "other persons," the matter was questioned by the Gold Coast Aborigines' Rights Protection Society. (*See* "Gold Coast Native Institutions," pages 382 to 388.)

In considering the objectionable parts of this Bill to which attention has been drawn, it is necessary to keep in view the principle and the precedent laid down in the case of the abrogated Lands Bill, 1897, and it will be seen that it is not a mere blind opposition that is offered to the Bill. Rather am I directed to submit in sympathy with the principle of safe-guarding the interests of the indigenes in their lands and securing the interests of coming generations, that before a Court certifies as valid a concession with respect to timber, rubber, or other products of the soil, or the option of acquiring any such right, interest or property, it should be proved to the satisfaction of the Court that an area of not less than one-half of the entire original land of the grantor has been reserved for the cultivation of the stool, tribe, or family, and that no concession shall be for a longer period than fifty years.

Such a provision would be ample to protect reckless alienation of stool, tribal, and family lands. Provision might also be made for any stool holder to regulate such portions of such reserved land as shall be cultivated, subject to the advice of a Forestry Instructor, this constituting the inalienable special reserve of stool, tribal, or family lands.

As to Sections 11 to 16 of the Forest Bill, these taken together are tantamount to the similar provisions in the abrogated Lands Bill, where it was laid down that the Governor of the Colony should "administer" all public lands in the Colony.

As a general comment upon Sections 11 to 16 of the Bill, section 11, sub-section iii, says:— Every such Forest Reserve shall be managed (*b*) "by the Government for the benefit of the owner or owners."

I have before stated that whether it is called "administration" or "management," it is the same thing.

In the petition (prepared by Mr. Asquith) presented against the Lands Bill, 1897 (Bound Book, page 2), this point is dealt with.

> "7. The practical effect of this 'administration' (to be collected from the various clauses of the Lands Bill) is to vest in the Governor the ultimate and paramount title to all the unoccupied lands in the Colony."

And it is submitted that the provisions in the Forest Bill will produce the same result when set in operation.

An anomaly introduced by the Forest Bill is the making of a Reserve Settlement Officer practically a judicial officer. The same thing was attempted by the Land Bill of 1897 and was objected to. In the petition (Bound Book, page 2), paragraph 5 says:—

> "If it be essential to the well-being of the Colony and Protectorate that concessions should be regulated by some authority, and that some system for the sale and transfer of rights by native owners to foreigners should be established, Your Petitioners would most humbly suggest that such authority should be the said Supreme Court."

I am instructed that instead of the proposed Forest Bill which, as I have shown, is an encroachment on their right, what the people really require is regular instruction as to the way to grow their crops and prepare them for the market with but as little interference as possible with their deep-rooted ideas of land tenure. I am to submit that instead of a number of Forest Officers and a department which will swallow up three-fifths of the gross receipts of the managed property, Forestry Instructors might be appointed in order to educate the people in scientific agriculture and arboriculture. Such instructors should be duly qualified persons versed in the native language. In this connection it is important to note that the Amanhin having power under the Native Jurisdiction Ordinance to make by-laws for the conservation of their forests, they would work hand-in-hand with such instructors, guided by the constant advice of the latter, to the benefit of the economic development of the country. For the remuneration of the instructors it is suggested that an additional stamp duty of £2 might be charged for every square mile of the area in respect of which any rights are acquired, transferred, assigned, or surrendered, besides an additional charge of 2s. for every 20s. of the annual amount of all profits from or in respect of rights conferred by a concession, with a provision that it shall not apply to a native farming in the ordinary native way. Any suggestion to ensure normal rainfall in the country, and the natural productiveness of the soil, cannot but meet with general approbation. The people are anxious to learn; and if the Amanhin and Ahinfu (Kings and Chiefs) are duly instructed, they will, under the power they have under the Native Jurisdiction Ordinance, of conserving forests, secure the desired object without the introduction of drastic principles proved to be inapplicable to Gold Coast conditions.

The last Native Jurisdiction Bill was a regulative measure, and the Government have shown much anxiety that it should succeed, but I am instructed to point out that should the Forest Bill become law, according to native ideas such jurisdiction as there is will have little or no foundation.

It is inconceivable in the native mind, a jurisdiction without land or without the right and power of active management of such land. To take away the control of the lands by the Amanhin and Ahinfu is to practically destroy the whole fabric of native institutions.

To summarise and emphasise a few leading points, in the year 1894 the Crown Lands Bill was introduced into the Legislative Council. It was proved beyond question, and it was admitted by the Government, that there were no Crown Lands on the Gold Coast.

Three years afterwards the same matter came up in a different form, with the introduction of the Lands Bill of 1897 into the Council. The matter was fought out first in this country, then at Downing Street, and the then Secretary of State for the Colonies, the Right Honourable Mr. Joseph Chamberlain, "acknowledged in substance the validity of the objections which had been taken to the Ordinance proposed by the Governor." The Lands Bill was not proceeded with. A regulative measure, in the shape of the "Concessions Ordinance, 1900," was passed in its stead, which, while abandoning the principle of ownership, acquisition, or administration on the part of Her Majesty's Government, sought to protect the interests of the grantor and grantee of land on the Gold Coast. This was tantamount to a pledge and an understanding that the land question on the Gold Coast, and the principles appertaining to the tenure thereof, were for ever settled. From the people's point of view they did not think it possible that on the slightest provocation the self-same question would be raised again. Hence the grave apprehension of the people at the periodic return on the part of the Government to the same line of legislation, admitted to be untenable and inapplicable, particularly when it is remembered that since the days of Lord Gleneg, a former Secretary of State for the Colonies in 1836, as over and over again repeated in official despatches, it has been impressed upon the local Government that the soil of the Gold Coast is not in the King of England. The soil of this country, Sir, has never been acquired by conquest, cession, or purchase, and it may be particularly pointed out that since 1898 the land question of this country has been a settled one and not open to question.

But on the most cursory reading of the Forest Bill it is clear that the same objects are aimed at as in the two former Bills of 1894 and 1897, which were abandoned upon criticism by the people. If an amendment of the Concessions Ordinance, as foreshadowed in the Acting Governor's speech, is what is intended, then this Bill goes entirely beyond the scope of an amending Ordinance. For in the people's view it is a drastic measure, one which, unintentionally perhaps, defeats what must be regarded as the solemn pledge of Mr. Chamberlain in the admission and acknowledgment which he made as to the validity of the people's objections to

the Lands Bill, and which may go a great way in unnecessarily shaking the confidence of the people in the intentions of the Government; for the principle of appropriation, confiscation, management, or administration, goes to the very root of the institutions and social economy of the people. Take away the control and active management of the lands by the Amanhin and Ahinfu (Kings and Chiefs) and you have practically destroyed the whole fabric of native institutions. This is but the naked fact, I am respectfully to point out.

All these facts, and the circumstances of the case, Sir, point unerringly, I am to submit, to only an amendment of the Concessions Ordinance, if it can be shown that the need for so doing exists; for it does seem as if the situation had been unnecessarily exaggerated. It has been taken for granted that the notices appearing in the Government Gazettes are tantamount to such areas as will ultimately receive certificates of validity. As an experienced practitioner of the Supreme Court, I can tell you that there is many a slip between a notice in the Gazette and the obtaining of a certificate of validity. Upon examining the records it will be found that the number of concessions filed go beyond 1,240, but there are very few men practising at the Gold Coast Bar who can claim a dozen certificates of validity to their credit. The alarm raised, it will be found, has little or nothing to support it when you come to examine the actual facts.

The Concessions Ordinance lays it down clearly what areas may be alienated—in the case of a Gold Mining concession five square miles, in the case of timber twenty square miles, and, according to the Conservator of Forests, the timber areas of the country have scarcely been touched, the cuttings having been confined to the banks of the rivers and along the Government Railway. Possibly, in some instances, agricultural leases have been negotiated which give ground for investigation. But negotiating a lease, it may be respectfully submitted, is obviously a different thing from its passing the Concessions Ordinance, which is the protective and regulative creation of Mr. Chamberlain's administration. If the administration of the Ordinance be in any way lax, it would be simple enough to introduce amending rules instead of introducing wholesale a drastic measure of far-reaching consequences.

Nor does the fact that there is a Forest Ordinance in Southern Nigeria affect the case. With all deference it may be submitted that the history of Southern Nigeria is different from that of the Gold Coast, and Earl Carnarvon has warned us that it is a safe rule, when approaching any question of local legislation, to have due regard to the circumstances of the case. Writing to Governor Blackwell in 1867, who was then administering this Government, he said: "I can only look to the history of the place, and the nearest approach which can be discovered to a precedent for my assistance in endeavouring to arrive at a just conclusion." Lagos, the capital of Southern Nigeria, was ceded to the British Government by its King in 1861. The Gold Coast has never been conquered, ceded, or alienated in any way to the British Crown. Said Mr. P. H. Meade of the Colonial Office in 1887, writing for Lord Knutsford with reference to the Gold Coast: "The term annexation used by Mr. S. is also incorrect, inasmuch as the greater portion of the Gold Coast Colony still remains a protectorate, the soil being in the hands of the natives, and under the jurisdiction of the chiefs."

I thank you, Sir, on behalf of the Amanhin, Ahinfu, and other rulers and people of the Gold Coast, and the Aborigines' Rights Protection Society, their mouthpiece, for the courtesy and the patience with which you have heard us this day. The matter is so important that I beg to hand you herewith, in writing, what I have had to lay before you, and I trust that I have shown ample reasons wherefore the policy of the Right Honourable Mr. Chamberlain, while administering the Colonial Office, should not be set aside, and the solemn pledge then given by him, which has become the Magna Charta of the people of the Gold Coast, set at nought, and that you will see your way to recommend to the Right Honourable the Secretary of State for the Colonies the supreme importance of advising His Majesty the King in Council to withhold his assent to the Bill.

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ADDRESS BY EMMANUEL JOSEPH PETER BROWN.

Mr. Special Commissioner BELFIELD:—

I am very pleased to have the opportunity of addressing you on the Forest Ordinance, as well as on certain matters touching the Concessions Ordinance. In my friend Mr. Hayford's speech, delivered before you this morning, are incorporated some of the main points of objection which I advanced against the Forest Ordinance (then a Bill) in a speech delivered before the Legislative Council of this Colony in September of last year, on behalf of the people.

First of all I wish to say that certain criticism has appeared in the English Press with regard to the position of educated natives and the Amanhin and Ahinfu of this country. The suggestion, or rather the accusation, has been made that Barristers, and a handful of educated persons instigate our people to raise objections against measures intended for our own good. It is a false accusation and a gross misrepresentation of the true state of affairs. As you were rightly informed yesterday at the Reception Ceremonial, I am connected with one of the Stools in this country and have family lands, forest and otherwise. I wish then to ask you to hear me, not only as a Barrister and a member of the Aborigines' Society, but also as one who has family lands and, therefore, likely to be affected by the Forest Ordinance.

Before going into my main subject, I desire to make some remarks about Mr. Morel, who, in part, has been successful so far in getting the Colonial Office to send you out here to inquire into the system of granting concessions in vogue in this country. I am, therefore, referring to Mr. Morel, not in any carping spirit, but merely pointing out that his mind on the conditions and the peculiar system of land tenure obtaining in this country, as well as of the great interests which the Forest Ordinance seriously threatens to disorganise and ultimately destroy, was, up to the time he wrote on the subject, a *tabula rasa*.

Mr. Morel, hitherto, has been contending that under the Concessions Ordinance the term of ninety-nine years is too long a period, and that in practical politics it amounts to absolute alienation of native rights in the soil of this country, which is quite true. Also that the areas alienated are enormous and, therefore, provision should be made to reserve lands for coming generations. His contention is, indeed, a sound, wholesome, humanitarian view of the situation, which every right-thinking native must readily admit and thoroughly appreciate. But here again is Mr. Morel supporting another measure which would have the same adverse effect on the inherent rights of the indigenes, such as is being deplored under the Concessions Ordinance. For, as there is no provision restricting or limiting the term of years under the Forest Ordinance, a grant by way of lease under it may carry the same term of ninety-nine years and even more; there is also the danger that the quantity of land to be reserved may extend beyond the limit of what is allowed under the Concessions Ordinance. Furthermore, it is quite obvious that under the Forest Ordinance those who will have to lease reserved areas from the Government will be foreign speculators or capitalists, natives being entirely out of the question, and that being the case, it would certainly be adding to the same agrarian dangers which Mr. Morel is endeavouring to ward off in the interests of the native African, and which will assuredly be a recurring evil impossible of any permanent remedy.

Mr. Morel goes on further to say that the Government are reserving our lands, according to the preamble of the Ordinance, for our own benefit, and he therefore fails to see the propriety of our opposition to the measure. In this connection it is interesting to recall his own words in an article dated 25th February, 1909, on "Free-grown Cocoa" which he contributed to the "Daily Chronicle," in which he eulogises the people of this country for the marked progress they have hitherto shown and are showing in the development of their lands. Says he:—

"The first sod of the Accra-Akwapim Railway, in the Gold Coast, was cut by the Governor, Sir John Rodger, on January 7. It is being built to develop the agricultural wealth of the Colony, especially the cocoa industry.

"We have heard something about 'Slave-grown cocoa' recently, and we shall hear a good deal more when Mr. William Cadbury and Mr. Joseph Burtt return from their mission of investigation in Angola and San Thomé. But how many Englishmen are acquainted with the romance of 'Free-grown cocoa' in one of their own West African dependencies? Yet the story is one which should be known, just now especially.

"In 1879, Tettey Quassie, a Fanti of Accra, on the Gold Coast, hired himself out as a labourer with others of his countrymen for a term of service on the Spanish island of Fernando Po. There he worked on a cocoa plantation. When his term expired Tettey Quassie returned to 'We Country,' as his cousin the Kroo-boy puts it, but he did not return empty-handed. He brought with him a few plants and pods of cocoa, and he put them in the ground at a village called Mampong. Four years later the plants began to bear fruits, which Tettey Quassie sold to neighbouring villages at £1 a pod. Seeing that there was money to be made the natives eagerly bought the pods at this price, and Tettey Quassie, full of his Fernando Po experiences, gave his countrymen some rudimentary tips in the art of fermenting and drying the cocoa. In 1885 the first consignment of native-grown cocoa was exported from the Gold Coast to Europe. It weighed 121 lb., and was valued at £6 1s.

"I do not know what became of Tettey Quassie after that; probably he died, and with his death his acquired knowledge. In 1890 the Basel Mission imported some cocoa pods from the West Indies and sold them to natives at 2s. apiece, and some years later a botanical station was established at Aburi. By 1894 20,312 lb. were exported by native growers, valued at £547.

"Since then the industry has advanced, literally by leaps and bounds. With no expenditure of European capital, with only some technical help from the Government—and very little of that until comparatively recently—but with its good-will and sympathetic encouragement, the native of the Gold Coast has built up a purely native industry on his own land, as his own landlord, farmer, and vendor. This man, reputed to be lazy by the superficial globe-trotter or the exponent of the 'damned nigger' school, has carved from the virgin forest an enormous clearing, which he has covered with flourishing cocoa farms. Armed with nothing better than an imported axe and machete, and a native-made hoe, he has cut down the forest giant, cleared the tropical undergrowth, and kept it cleared. With no means of animal transport, no railways, and few roads, he has conveyed his product to the sea, rolling it down in casks for miles and miles, or carrying it on his own sturdy cranium. So industrious has he shown himself that in fourteen years his output has risen from 20,312 lb., valued at £547, to 20,956,400 lb., valued at £515,089.

"Here is a result to make some of us pause in our estimate of the negro race. A people that can do this, under these circumstances, will not be a negligible factor in the economic development of the world, when science and the white man's arts and crafts have given them the technical knowledge which they still lack, together with adequate means of transport.

"The cocoa plantations now extend to the western side of the Aburi hills through Akim and Kwahu, until they reach and even cross the borders of Ashanti; while in Ashanti proper, the Ashanti himself is taking to the industry with such zest that few are now the natives who cannot boast of at least one cocoa farm, while many of them own three, four, and even more plantations. Neither in the Colony proper nor in Ashanti has the cultivation attained to anything like its full development, and in many parts of Southern Nigeria climatic conditions are equally favourable to the growth of *theobroma*, 'the food of the gods' as old Linnaeus used to call it.

"In recent years the Gold Coast Government has, to its credit, realised all the potentialities of this native enterprise. European and native instructors have been appointed; technical classes are regularly given—for the native producer has yet much to learn in the scientific treatment of the bean after picking, fermenting, &c., and his product often fetches much lower prices than it would under a more careful system of production. The Government has even gone the length of printing and distributing in large quantities pamphlets on the cultivation and preparation of cocoa in the Fanti and Ashanti languages, one of which bears the euphonious title of 'Koko adow na ne nsiesei (yebea) ho nsem tia bi.' And last, but not least, the much demanded railway from Accra to Mangoase, in the heart of the Gold Coast cocoa

fields, has at length been started. In the matter of a railway the Ashanti is better off, for he has a line from Kumasi to the Coast.

"Now, if the uprising of this purely native industry is an object lesson as regards the character and the future of the negro when left undisturbed in the possession of his soil, and encouraged by an honest Government to make the most of it for his own benefit as well as for the benefit of the outer world, it is also a magnificent opportunity for really constructive work on the part of the powerful and honourable men who control the cocoa manufacturing industry in Great Britain.

"On the one hand, in Portuguese San Thomé, we have an industry marvellously equipped mechanically, wonderfully organised, in itself a model of up-to-date scientific methods, and in which very large sums of money have been sunk; but run by slave labour. The African's connection with it is a shameful and a degrading connection. The undertaking flourishes, but the African dies; the European alone profits. On the other hand, in the Gold Coast we see the African himself building up an industry of his own; a free man, enjoying the fruits of his land and the reward of his own labour; producing a class of cocoa very similar to the San Thomé article, and which only requires a little more experience and instruction on the part of the native planter to be equally excellent in quality. In the one case, an industry carrying within it the seeds of death and human misery; in the other, an industry carrying within it the seeds of life and human progress.

"There is good reason, happily, to believe that the British manufacturing firms are not indifferent to all the lessons, moral and material, which may be drawn from West African native cocoa production. Messrs. Cadbury have already sent a buyer to the Gold Coast, and it is in their power and in the power of their colleagues to give an immense impetus to what is assuredly one of the most interesting and promising features of modern economic development in the African tropics, one which blows the 'arrested development theory' to smithereens. They will not, I feel assured, fail to rise to the opportunity, and it is encouraging to know that Mr. William Cadbury is now paying a visit to the Gold Coast cocoa fields on his way home."

Here is an admission, frank and true, by Mr. Morel that we are not only important factors, but are also deserving of encouragement, in the development of our country, and that for these reasons we should not be disturbed in the possession of our lands. When a foreign speculator obtains a lease of our land through the Government under the Forest Ordinance and we are ousted as a result of such lease, are we not, Sir, disturbed in the possession of our lands which we may wish to work for our own benefit? For in the natural order of things we shall surely be asked by the lessee to give up our holdings under the tribal, stool, or family communal system, and if we be unwilling to work at a starving wage in addition to paying rents for our dwellings for his benefit, then we could please ourselves and quit the land. Such is the position of affairs under the Forest Ordinance which Mr. Morel is counselling us to accept—a position of economic slavery which he had himself characterised as a disgraceful impolicy at which no enlightened Government should consciously connive. I repeat, Sir, that it is inconceivable that Mr. Morel, who delivers himself in the manner referred to in his article praising the native African for his remarkable industry and activity, and emphasising the absolute necessity of leaving undisturbed to him the possession of his land for his own working and profit, should be the very person now advocating the taking over of our lands by the Government for the purpose of leasing out same to foreign speculators, who in process of time will absorb our lands and thereby reduce us to a landless proletariat fit to work at a wage for the benefit of outsiders. There is no getting out of this fact, namely, that under the Forest Ordinance we have neither voice nor choice in the matter—for by a stroke of the pen the Governor has the power to reserve and afterwards lease our lands, and this, in effect, is compulsory acquisition of our lands for the benefit of outsiders.

Apropos of the development of our lands it is important to remark that hitherto the Government have given us little or no assistance, and that whatever development there is at present the same has been due to native initiative. By this I do not mean to accuse the Government of intentional reticence, but simply to show that in all such matters the natives have been the first to do so instead of the Government taking the lead. And it is the fact that when fair progress is in sight then measures are promulgated to tax the result of the people's labours. I am referring to the recent abandoned Customs Tariff Bill, 1911, which aimed at the taxation of rubber and timber industries in the country. We are thankful that this Bill was timeously dropped, for it would undoubtedly have arrested the further progress of these industries and thrown the country back for many a day.

With your permission, Sir, I wish to refer to the efforts of the Aborigines Society in connexion with the economic development of this country. The Society formulated a scheme for training young men at the Botanical Gardens in the Colony in the proper cultivation of cocoa. These young men were to be distributed among the cocoa districts to diffuse among the cocoa planters a technical knowledge of the method of cultivating, pruning, and fermenting cocoa, and thereby generally to develop and advance the cocoa industry. The scheme was a tentative attempt by the Society to put upon a proper and scientific basis the material development of the agricultural possibilities of this country. A copy of this scheme was sent to Mr. E. C. Eliot, a former Provincial Commissioner. All the initial expenses such as clothing, board, and other incidental expenses, were borne by the Society, and it was further proposed that the Society should employ the young men for five years after the completion of their course, at substantial salaries. All that the Government had to do in the matter was to give the young men free tuition and lodging at the Gardens.

As the result of this scheme about six young men were sent up to the Asuantsi Botanical Gardens by the Society. They did very well from the reports which came to hand. After a time the Society applied to the Government to give permission for the young men to have free tuition and lodging at the Aburi Botanical Gardens, where they were to complete their course. As far as I can now remember the Government wrote back to the effect that inasmuch as the young men had not passed the Seventh Standard (although all had passed the Sixth Standard) they were not eligible within the existing regulations. The efforts of the Society were thus thwarted, and the scheme fell through for want of sympathy from the Government, not to

mention the enormous expense to which the Society was put. Here it will be seen, Sir, that we have not been apathetic to our interests and welfare as regards the economic development of our country in which the Aborigines Society has played no small part. Why then must the Government expropriate us of our ancestral lands in favour of outsiders when we have shown and demonstrated beyond question the capacity for progress and advancement in the economic development of our own country? Why not teach us the proper way to look after our lands instead of adopting a policy of compulsory dispossession under the plea of protection?

It is essential that to thoroughly appreciate the interests at stake, Sir, one should endeavour to discover the intention of the Government in passing the Forest Ordinance. I do not know that that intention can be defended as *bonâ fide*, judging from the whole surrounding circumstances and previous attempts by the Government in this direction. I am not accusing the Government of any dark design, but I think their real intention can be seen on a reference to the withdrawn Forestry Bill, 1910. I mean the first Bill against which the people also petitioned. The real intention, it would seem, was to acquire Crown lands for forest reservation either with the consent of the owner or compulsorily under the provisions of the Public Lands Ordinance, 1876—this is plainly stated under Section 14 of the withdrawn Bill. Section 15 of the same Bill also sought to introduce a fundamental alteration of the customary law of alienation so that a chief or any native, without conforming to the usual law of alienation, that is to say, where the consent of the community, tribe, or family is necessary for such alienation, and if such parties be unwilling to give their consent, could be made to barter away the communal rights of the village community, tribe, or family to the Government, and the latter could then acquire absolutely such stool or family land. Under Section 16 of the same Bill, on the cessation of a forest reserve by order of the Governor, rights extinguished therein when the same was constituted a forest reserve do not revive as the result of such cessation. In other words, the land becomes a Crown land and the owner's rights thereunder are lost for ever. You see, Sir, that the Government have recorded their own intention, good or bad, in the withdrawn Bill as regards their own *bonâ fides* in promulgating the Forest Ordinance. You would say, Sir, that these objectionable provisions have been eliminated in the Ordinance. That is quite true, but they were not eliminated until attention was called to it by the people's counsel during the discussion on the second Bill, which was subsequently amended, read a second and third time at one Session of the Legislative Council, and passed into law. During the discussion on the Second Bill, I called attention to the entire absence of a preamble showing the scope and purview of the Bill and the evils it purported to remedy. Although a preamble has now been supplied, it is not ample and explicit as it should be, that is to say, the reasons for the promulgation of the measure and the previous bad state which the measure purports to remedy have been conspicuously omitted, and the omission is eloquent of the fact that there are no evils to remedy except to get at our lands by some way or other. Even in the second Bill the danger of people losing their rights if they were not prompt in attending the Reserve Settlement Officer's inquiry to prove their title to lands lurked in the notice under Section 6, and I drew the Governor's attention to it, and the same has been eliminated from the Forest Ordinance.

Having prefaced my address with the foregoing observations, I propose now to deal with the principle involved in the Forest Ordinance.

As you are aware already, the principle governing the conservation of forest lands in England and other European countries is based on the doctrine that the ultimate ownership of all lands is vested in the Sovereign, and therefore he has absolute right to conserve and reserve lands for various purposes. This principle has its origin from the feudal system in vogue in Europe. There is no such ultimate ownership in lands in the Sovereign, that is, Omanhin, Ohin, Mantse, Amagah or Konor, in this country. The Forest Ordinance in principle assumes that the ultimate ownership in lands in this country is vested in the King of England, and therefore the Governor can, by an Order in Council without the consent of the people, declare any part of the country forest reserve for the purpose of leasing same out to foreign speculators or capitalists. The owner has no say in the contractual arrangements for the lease, the Government being the contracting party and lessors in the first instance with the lessee.

The definition of "unoccupied land," namely, "land which is not used for permanent habitation and has not been cultivated for ten years," would work a great hardship on the people. The power of reservation is so unrestricted in the Governor that he could reserve any lands that are not permanently inhabited and grant leases of them. It is the custom for the people here to use certain areas as temporary habitations for farming purposes apart from the hamlet or homestead where they permanently reside. It will therefore happen that such areas not being for cultivation proper and not being for permanent habitation would come under this definition and be compulsorily reserved. Besides, it would seriously hamper the system of shifting cultivation in this country which the Government apparently want to prohibit. How are the people to live without this only method of cultivation known to them from time immemorial in the absence of other scientific methods, and by which they have exported produce to England and other parts of Europe annually amounting to nearly a million pounds sterling?

Having now seen that the principle involved in the Forest Ordinance is instinct with expropriation tendencies, let us see to what extent it would affect the customs and institutions of this country.

I have already mentioned that I have family lands and have my people now on them working for their own profit. Each member of my family has a right to farm on the land—but I have the right to forbid waste and to restrict him as to the quantity of land he is to cultivate on. Our *Busum pow'* (sacred groves) and *Samman pow'* (burial groves), which are forest lands, are strictly reserved areas wherein the members have the right of collecting forest produce, &c. When there is any debt in the family each member has to contribute his share according to his status in the family. The general upkeep of the family or tribal property including the stool is also contributed to from incomes accruing from tributes paid by outsiders working on portions of the land, besides other special contributions from members of the family. Thus the communal interests and the natural obligations arising therefrom are welded together

by the ties of mutual assistance and co-operation, which it becomes the duty of the occupant on the stool of the village community, tribe, or family and the youngest member thereof to strictly observe, and which, but for the communistic nature of their holdings, they could not maintain and preserve. The customs, institutions, and usages of this country rest upon the foundations of these communistic interests and natural obligations, and therefore to legislate for forest conservancy with the object of leasing the same out to Europeans and other foreign capitalists is to uproot the cherished institutions of the people, divest the stools of all inherent rights and interests in the soil, and ruthlessly tear asunder the social and political systems of this country, as the people would be asked to give up their holdings and make room for the lessee.

It is an elementary principle of the English law, Sir, that although there is no slavery in England yet it exists in some modified form in the case of tenants on manorial lands. For on the sale of the Manor all the tenants thereof go with it to the new owner, but he does not dispossess them of their holdings. They and their descendants continue their holdings and work for their own benefit and profit subject to the payment of their rents, &c., to the lord of the manor. Whereas, in the case of a lease of a forest reserve by the Government to the foreigner, the latter will dispossess our people, and if they be unwilling to work at a wage for the lessee's benefit they must give up their holdings and quit the land, as I have already mentioned. Surely this state of affairs will not be the beneficial working of our lands and protection from deforestation as it is being preached to us by our would-be friends and well-wishers.

Supposing I have unoccupied land, which may happen to be the only land I have, and I wish to work and improve it myself. Upon the Government declaring it reserved I am deprived of my rights thereunder, and no amount of appealing to the Divisional Court, full Court, or the Privy Council could restore to me the immediate user and free enjoyment of my land. I do not consider the reservation of my land and the payment to me of two-fifths of the profits arising therefrom a matter of public interest to which must be subordinated my private interest, right, and ardent desire to work and improve my own land myself. It is an injustice as well as an uncalled-for restriction of the enjoyment of proprietary rights in the soil of this country. As it would affect the individual so it would the tribe, family, or village community. When the Government reserve any area the owners are prohibited from entering and collecting forest produce, &c. thereon, and should the reserved area be the only piece of land owned by the parties affected by such reservation their only alternative would be to leave their homes and abandon the tribal or family stool, whereby would be extinguished all customary rights, &c., appertaining thereto.

It is not shown in this Ordinance the term of years for a lease of reserved areas. For aught we know the term may be for ninety-nine or nine hundred and ninety-nine years, which will practically amount to absolute ownership. It is not unlikely that my immediate or remote successor may not be an educated person. He may be told that the lessees have a ninety-nine or nine hundred and ninety-nine years' right over the land, and this might be taken by him to mean that he is never to get back his land. Imbued with such an idea and ignorant of his right to turn out the lessees if they committed breaches of covenant under their leases, he bequeaths from successor to successor this impotent exercise of his rights, and as new towns spring up on the land with the right in the lessee to collect ground rents, sometimes from the lessor and his people, as appears to be the case at present in some mining districts in this country, his rights will be gradually swallowed up and the lessee will ultimately become the owner of the soil.

If the desire is to introduce foreign capital into the country, which seems to me to be the likely reason, then there is no necessity for the Forest Ordinance. For under the Concessions Ordinance, agricultural rights, and, impliedly, forest rights, can be acquired subject, of course, to the many amendments, such as the reduction of the term of 99 years and the quantity of land to be granted, the reservation of surface rights for the lessor's benefit, and other kindred alterations which this Ordinance so urgently requires at present. If on the other hand the sole object is to conserve the forests because of the alleged reckless deforestation on the part of the natives, then permit me to point out, Sir, that those who are really deforesting the country are the mining companies, who indiscriminately cut timber for timbering their mines on every part of the area granted. I am strongly of the opinion that if a concession is granted for mining rights it should be worked for those purposes only, and to prevent reckless deforestation a limited area should be set apart for fuel and timbering purposes. There is a Timber Protection Ordinance in force in this Colony, but I do not think the mining companies take any notice of it nor do the Government see that it is enforced in the mining districts to guard against deforestation. The object of that Ordinance is to prevent the cutting of immature trees except trees of a certain girth and width. Now, if as it is alleged, the native is reckness in cutting down his forest land, why should the lessee, who ought to know better, be given unlimited rights to add to the so-called evil?

As I mentioned a little while ago, forest conservancy is not unknown to our people. To effectually prevent deforestation, the reservation is invariably associated with prohibitions the wilful infraction of which is believed to bring upon the wrong-doers the anger of the tribal, family, or national gods or the displeasure of the spirits of our forbears when the sanctity of their sleeping place is disturbed, besides penalties in the way of fines, &c. Besides these reserved sacred groves, we have other reserved forest areas for cultivation purposes. These communal lands are sometimes added to by the misfortune of a tribe, family, or community through debt, war, or some other adversity. In this way a headman or chief sells or commends himself, people, and belongings to a wealthy or more powerful headman or chief. All his interests and rights, &c., merge in the stool or family property of his benefactor, and the same are held in common by all the family, tribe, or village community. Sometimes the member of a family, tribe, or village community would acquire property and amass wealth, and on his death his property is added to that of the family, tribe, or stool. In all such accession or devolution of property lands which have been originally reserved for burial or other sacred purposes remain intact. Certain areas only are marked out and cultivated on

when the necessity arises. These sacred and burial groves are material evidence in determining the ownership of stool, tribal, family, and other communal lands.

There is a Native Jurisdiction Ordinance in force in this country. Under it native kings and chiefs have the right to pass by-laws. Now, as they have already forest reserves, they can improve upon the aboriginal system of forest reservation by making suitable by-laws under this Ordinance. I believe some by-laws have already been passed in connexion with the cocoa, oil-palm, and rubber industries in some parts of the country. The desire to preserve forest produce has been very keen of late. Recently there came before one of the Judges of this Colony, who is now transferred to another Colony, a case of waste by the destruction of palm trees. The defendant, a licensee or tenant of the plaintiff, received strict directions not to uproot the palm trees on the land on which he was carrying on cocoa farming. In spite of these definite directions, the defendant began to uproot the palm trees in order to make room for his cocoa plantation. Plaintiff objected to this wholesale waste of his palm trees, and brought an action against defendant for waste. Evidently the plaintiff misconceived his action, which should have been for trespass and damages. But what I disagreed with in the learned Judge's finding was his reference, evidently by way of *obiter dictum*, to the cocoa industry as an exotic one and entailing more labour and expense in its cultivation and preparation, and holding that no waste had been committed by the uprooting of the palm trees, but that, on the contrary, the rooting up of the palm trees improved the cocoa farm. I was present in Court and heard the remark. I am in no way inveighing against the Judiciary of this Colony, but I am merely pointing out that the system of appointing officers entirely new to local conditions and who do not take the pains to inform themselves of such local conditions in order to arrive at a correct view of things is a great drawback to the material development and advancement of this Colony. I may also point out that the oil-palm is a much more staple industry than cocoa, and there was no necessity for its destruction, as it always afforded shade for, and, as it were, facilitated the growth of, the cocoa. Now, had the learned Judge, who was known to be a very sound Judge, been thoroughly conversant with the conditions and system of cultivation in vogue here, I am sure he would not have held that the uprooting of palm trees on a cocoa farm was no waste. Since this decision, the Government, be it said to their credit, have issued out instructions to several cocoa planters advising them not to uproot the palm trees on their farms.

In connexion with the efforts of the Aborigines Society to protect the people from improvident alienation, special messengers were sent at considerable expense to the various cocoa districts to warn the people against making out-and-out sale of their cocoa trees to foreign capitalists, which in effect meant the sale of their land to the purchasers. They were advised to arrange with the purchasers for advances for a sale of the crops only. When the Abura Produce Market was opened at Abakrampa a few years ago, the then Provincial Commissioner, Mr. Eliot, with the representatives of the Aborigines Society, including myself, impressed on the people of that division the necessity for extending and improving their production both in palm oil and kernels, of course with the promise of a fair price being paid for them. This promise met with a hearty response, and a report received through the Government of an analysis of the early shipments to England was very favourable and highly encouraging. Now, these precautions were taken to educate the people that the retention and working of their lands were essential to their well-being as well as safeguards against economic slavery.

The people are quite able to take care of their own lands. Anyone who tells you, Sir, that the people need protection in this direction tells you an untruth, for the British Courts have been frequently resorted to whenever the native African felt that his proprietary rights in the soil were being invaded.

I will now proceed to show the similarity between the Lands Bill of 1897 and the Forest Ordinance of 1911. In the preamble to the Lands Bill, the late Governor Maxwell stated that the reason for the promulgation of that measure was that people were improvidently, and for inadequate valuable consideration, giving away their rights; that in most cases rights were asserted over lands to which the parties were not entitled, and that it was proper that the Government should administer all the public lands in this country, that is to say, all areas which shall be reserved under the provisions of the Bill. The preamble reads as follows:—

> "Whereas from time to time various instruments purporting to create interests or rights over land in the Gold Coast Colony especially in regard to mining and timber felling have been executed by natives claiming to be Chiefs or persons in authority, and whereas the claims of such persons to be Chiefs or to have the requisite authority to create such rights and interests is not in all cases admitted, and it is doubtful if the disposal of the land of a native tribe or community to foreigners is lawful by native custom, and whereas there is reason to believe that certain of the instruments aforesaid have been made improvidently and without adequate consideration;
>
> "And whereas the rights of persons claiming under all such instruments are doubtful, and in certain cases there has been litigation owing to uncertainty of boundaries;
>
> "And whereas the uncertainty of native customary tenure is calculated to retard the development of the Colony;
>
> "And whereas it is expedient to provide for the proper exercise of their powers by those entrusted with the disposal of public land and to prevent the improvident creation of interests therein and rights thereover and to facilitate the acquisition of public land by private persons on proper conditions and to decide upon the validity and scope of claims founded upon grants of land or mineral or other concessions alleged to have been already acquired from native Chiefs or other persons."

Section 2 of the Bill gives the definition of "Public land"; Section 4 provides that "all public land in the Colony may be administered by the Government as herein provided."

In Section 6 it is provided that "after any land has been temporarily reserved the same shall not be occupied or made the subject of a Land Certificate until such temporary reservation shall have been revoked by the Governor and after any land has been permanently

reserved every disposition thereof except for the purpose for which such reservation has been made shall be absolutely void."

It is abundantly obvious that the Forest Ordinance is the replica of the abandoned Lands Bill, 1897, for the principle involved in the former assimilates that of the latter by a comparison of the foregoing preamble and sections thereof. For example, the ascertaining of the rights and interests of parties in areas to be reserved by the Reserve Settlement Officer, the prohibition of the exercise and enjoyment of rights in lands after reservation thereof, the administration of reserved areas (which by assumption are deemed to be public lands though in a somewhat restricted sense now) by the Government for the purpose of leasing same out to private persons and others, apparently outsiders, and the general application of the measure to all parts of the country.

The Forest Ordinance has been passed, it is believed, upon Mr. H. N. Thompson's report. But even Mr. Thompson himself does not recommend wholesale reservation as the measure assumes in principle. He says that about 30 to 40 per cent. should be sufficient, and even, in this connexion, he makes special mention of certain areas in the country for the purpose. But whether a portion or the whole of our lands be reserved, we have sufficiently shown that the principle of the measure is a dangerous one which would do us incalculable harm and deprive us of the free enjoyment of our rights and interests in our soil and ultimately destroy our institutions and customary laws which are based upon these lands. I may mention that the Governor assured Counsel during the discussion on the measure that he would see that the measure is not applied to every part of the country. That may be so, and we do not doubt the sincerity of the Governor. But he will not be the Governor for all time. His successor in office may not hold the same views, and may enforce to the fullest extent his general and unrestricted powers of reservation with respect to all lands in the country.

Mr. Thompson says that owing to depopulation consequent upon internecine wars between the people of this country, the forests have been saved from destruction. It is not the fact, because since the Ashantis stopped molesting this country and internecine wars had practically ceased, the population has grown and the people have need for lands for their use, and this is one of the very reasons why the Government should not compulsorily reserve and lease the people's lands to outsiders. It may be stated that the census does not show an increase in population. But the truth is that our people, like the Israelites of old, have a belief that they die out quickly when numbered. There is also another reason for their objection to being numbered, and that is the poll-tax. Hence it is that in a house of about twelve inmates only a quarter or half the number is invariably given the enumerator, and from these facts you can easily infer that the census as taken by the Government is never full.

We have cause to be apprehensive of confiscatory tendencies in regard to land legislation in this country, when we come to think of the many uses to which the Public Lands Ordinance, 1876, has been put. This morning my friend Mr. Hayford mentioned the Seccondee case. When the railway was being constructed at Seccondee the Government, under the Public Lands Ordinance, acquired absolutely the site of Seccondee at an inadequate valuable consideration and asked the people to remove to Essikadu. I may mention that it is the practice here that the appraiser of lands required for the services of the Government of this Colony is always an official of the Public Works Department. No independent non-Government appraiser is ever asked to help in the matter—so that always the valuation of lands required for the service of the Colony is a one-sided contract to which the owner must perforce agree, as he has no other alternative, especially if he happens to be financially unable to prosecute his appeal before the full Court and finally to the Privy Council, and there are very few people in this country who can afford the luxury of appealing to this ultimate Court of Appeal. As I was saying before, the people moved to Essikadu, and the Government parcelled out, by way of lease, the site to tenants at substantial rentals instead of selling it outright in the same way as they had acquired it. The people have now their homes at Essikadu, and have lived there for ten years. Now the Government have applied the same Public Lands Ordinance to oust them from this place also at inadequate consideration by an out-an-out sale. It is a very painful situation, which is strongly suggestive of an unpleasant agrarian *modus vivendi* between the Government and the natives, and which is not at all edifying to the much vaunted protection of native rights and interests.

In connexion with the subject of compulsory acquisition and its attendant inadequate valuable consideration under the Public Lands Ordinance, I would mention the case of the late Chief Mensah, of Asuantsi (Abura Division), from whom the Government acquired the present site of the Asuantsi Botanical Gardens. I was the legal adviser to the Chief. I advised him to get the Government to lease the land even at a nominal rental so that he could get back his land whenever the Government gave it up, instead of selling it outright to them. The Government, however, insisted on absolute sale, and bought it at their own price for £100, when they should have paid between £500 and £800, as the land was very fertile and about a mile square. What else could the Chief do but to accept the £100, for the machinery of the Public Lands Ordinance would have been put in motion to compulsorily acquire it all the same had he refused to accept the Government's offer. It is because of this unpleasant *modus vivendi* in land questions between the Government and the people, as I have already stated, that the latter have always viewed with suspicion the sincerity of the Government in land legislation of any description. And is it not plainly provided in the Forest Ordinance that the Governor, by an order in Council, can reserve any unoccupied land without the consent, impliedly, of the owner or owners? As I have said before, this, in effect, is compulsory acquisition, and the measure is one which is intended to do away with the native customary tenure, the abolition of which the abandoned Lands Bill, 1897, chiefly aimed at.

It is difficult to say what has given rise to the Ordinance. If from the mining people with the intention of reserving wood for mining purposes, the Government's best plan is to see that the companies take their concession and use their wood from reserved portions of the

demised area for the purposes they need, which may last 25 or 30 years, during which trees of any size can be grown. Therefore there is no reason why industries should die for others, as cocoa, rubber, and oil for minerals, which are not lasting. I believe there is scarcity of labour—a difficulty which the Government think they can overcome by starving the people by preventing them doing any other work.

The cocoa-growing cannot be a means of deforesting the Colony because, assuming that each cocoa plant yields 5 lbs. of cocoa per annum, and that they are planted 15 feet apart, the 20,956,400 lbs. of cocoa produced in the year will cover only 34 square miles area out of the total of about 40,000 of the Gold Coast only, which, assuming it is responsible for the production, is only one out of every 1,176 square miles. So there is no necessity to restrict the growth of cocoa on the plea of deforesting the country.

One of the reasons given by Mr. H. N. Thomson in recommending forest reserves is to ensure sufficient rainfall for farming and other purposes, which is not necessary when you compare the mean rainfall of the Cape Colony, which is about 15 inches, that of the Transvaal about 29 inches, of the Orange River Colony 21 inches, and of Natal about 34 inches, or a mean for all of about 20 inches per annum, to Cape Coast, which is brushwood like these Colonies, of 38·01 inches, or an average in the Colony of 49 in 1907. However, replacing one kind of vegetation for another, that is forest for cocoa or rubber or oil-palm, ought to have the same effect on the rainfall.

The machinery for acquisition under the Forest Ordinance appears to put the lessee into more speedy possession than is the case under the Concessions Ordinance. The person who will experience difficulty in getting matters righted if his land has been improperly dealt with is the owner. When the Reserve Settlement Officer has concluded his investigations, the proceedings and his finding thereon become a record of the District Commissioner's Court, and from this Court an appeal lies to the Divisional Court, and ultimately to the full Court. A long step this is, which is sure to prove an insuperable difficulty to an owner who may be unable to follow up his right simply for want of means. By this long step the owner's remedy is placed beyond reasonable reach in appealing against the finding of the Reserve Settlement Officer to obtain which will mean the expenditure of large sums of money.

Under the Concessions Ordinance the owner's remedy is certain and speedy. The grantee is the first party to move in the matter by filing his notice of the grant in due course in the Concessions Court. An opportunity is thereby afforded any person claiming the subject-matter of the grant to put in his claim, and the whole matter is thrashed out and finally determined. The unsuccessful party goes to the full Court on appeal, and the right, title, or interest of the successful party always remains undisturbed. Under the Forest Ordinance, if the owner does not appear before the Reserve Settlement Officer within a specified time to establish his title to a proposed reserve his rights thereunder do not appear to remain intact, for the Government, through the Reserve Settlement Officer, evidently pronounce the area ownerless, and thereupon intervene to reserve it and make a grant thereof to outsiders after the expiry of the period for appeal. And it is reasonably apprehended that on the cessation of the grant the Government would assert prescriptive right over the land and thereby constitute it Crown land.

The Reserve Settlement Officer has got the powers of a constable—powers which will naturally inspire terror in the minds of the people, the majority of whom are illiterates, and which will ultimately operate as a means of frightening away owners from coming forward to prove their claims when they are told that the area has been reserved by order of the Governor. A bushman long absent from home enters a land belonging to his family. It may be a large tract of land and he may not be living in the same village with the other members of his family. It may happen that the land has been reserved by order of the Governor, which the other members may or may not know. Immediately he sets foot on the land and takes a leaf, rope, wood, or anything therefrom the Reserve Settlement Officer suddenly pounces upon him. He is summarily tried and convicted. Knowing as we do the eagerness of some of our policemen to get conviction in order to show to their superiors their sense of duty, it is not improbable that needless arrests and imprisonment will follow the operation of the Ordinance, and the people molested, especially in the up-country. To give an instance, I would refer you to the Gold Mining Products Protection Ordinance, 1909. A goldsmith was arrested by two policemen in the up-country and brought down to Cape Coast for dealing in gold without licence. Before the District Commissioner one of the policemen swore that he saw the man working gold. On cross-examination he admitted it was silver, and the prisoner was discharged. I was present in Court and heard the evidence. Now the poor man was needlessly arrested and kept in prison for days before the trial and no reparation was made him for the unlawful arrest and imprisonment. The case was reported in the local Press. I afterwards learned that the constable (who by the way was either a corporal or a sergeant) was departmentally dealt with after the case had appeared in the local Press as before stated.

Now, to have our people educated in the development, from a scientific standpoint, of the different industries is a matter that our people would readily appreciate and welcome. They have shown the capacity as well as made efforts for the material development of their country, as I have already stated. The enormous quantity of produce exported to England from this country, which reaches an annual value of about £1,000,000, is mainly due to the initiative and energy of the native African. To expropriate him at this time of day, when he has shown beyond dispute his ability, capacity, and usefulness in the development of his own soil and reduce him, under the plea of protection and beneficial working of his land, to a mere labourer and squatter on his own land is to enact a manifest injustice which will for all time tarnish the fair name of British fairplay and equality of rights.

The establishment of an Agricultural and Forestry College to educate and train instructors for the diffusion of the proper technical knowledge among the people will be a great impetus to the rapid development of this country, and that is the *desideratum* for the beneficial working of our land, the supply of which we urgently desire. When our native kings and chiefs have

made by-laws under the Native Jurisdiction Ordinance for forest conservancy, object lesson reserves can be established for the education of the people without the necessity for the Government administering our lands to our detriment by any legislation whatsoever.

At the close of Counsel's speeches in the Legislative Council in September of last year, the Conservator of Forests remarked to the effect that Forestry law in Nigeria is working satisfactorily and that some of the Chiefs have given away to the Government absolutely their lands for forest reservation. I subsequently communicated with a friend of mine at Lagos, who is very prominent and influential in Nigeria, on the subject, and the following is an extract from his reply to me: "That the Forestry Ordinance is working satisfactorily in Nigeria and that some of the chiefs have given away to the Government absolutely their lands for forest reservation voluntarily is news to me. The Lagos community ever since the introduction of the law have viewed it with disfavour, and I remember well that several mass meetings were held to protest against the Ordinance as far back as 1901. For that matter it appears that the operation of the law was suspended until the amalgamation of Lagos with the old Southern Nigeria Protectorate—the Ordinance having previously been put in operation in the latter province." From the foregoing it will be seen that our brethren in Nigeria are also supremely dissatisfied with the land laws which have been introduced by their Government in whose wake our Government also are following.

As I have already said, the conditions and customary tenure of land in this country are totally different from those prevailing in Europe and other parts of the British Colonies, and the enactment of a measure such as the Forest Ordinance is certain to bring about the breaking up of the social and political economy of the country in its operation. For its chief aim is to abrogate the native customary tenure, root and branch, and reduce the people to a labouring class for the benefit of the lessee, who would practically become the lord of the land, and to whose will the owners in their reversed position as tenants on sufferance must always bow.

We have implicit confidence in His Majesty King George V. that he would keep inviolate the treaty obligations and promises which he and his predecessors have always held out to the people of this country, namely, to respect and keep intact our customs, laws, usages, and institutions which are founded on our lands. If His Majesty withholds his assent to the Forest Ordinance then he has indeed kept inviolate these compacts and promises; if he gives his consent thereto then he has reduced into economic serfs a loyal people whose contact with the good British people has been founded purely upon mutual friendship and absolute trust than by any right of conquest, cession, or purchase of their soil.

I thank you, Sir, for the very patient hearing you have so kindly given me on behalf of my people; and to enable you to follow certain points in my speech delivered before the Legislative Council, Accra, in September of last year, to which reference has been made in the course of this address, I append herewith a copy of the said speech.

Cape Coast,
5th March, 1912.

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(3)

Amanhin Akinnie states:—

I am acquainted with the views of Mr. Hayford and Mr. Brown, and so far as I understand them I am in agreement with them.

2. I cannot remember the date on which I first heard about the Forest Bill, but it was when I received the Government Gazette. I can read English, and I have also someone in my country who can explain things in the Gazette that are not clear to me. When I read the Bill I was not satisfied with it—I objected to the whole of it. I was sent for by the Secretary of the association soon after it appeared in the Gazette and was told that if I could not understand it it would be explained to me. I did not come to Cape Coast at first myself, but sent my linguist, who attended a meeting of the Chiefs for the purpose of discussing the Bill. Later I personally attended a conference of the Chiefs and members of the Society. The Secretary explained the Bill to me when I did come.

3. I know that the first Bill was withdrawn and another substituted.

4. I cannot say who first made the suggestion of a memorial, nor can I say at what time it was made. There were three memorials, one to the Governor, one to the Secretary of State, and one to the Secretary of State for transmission to His Majesty the King. It was after I had signed the petition that I read the second Bill. The petitions were against the first Bill, but I object to both, as I think them both bad. My reason for objecting is that I prefer to manage my forests myself. There is a portion of my forest where there is a fetish and a graveyard, and I should not like these disturbed. I would prefer to have my own people trained to do the work.

5. Trees are cut down in my country, but none have ever been planted.

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(4)

Amanhin Amonoo V. of Anamoboe states:—

The views expressed yesterday by Mr. Casely Hayford and Mr. E. J. P. Brown accord with my own.

2. When I received some time early last year the Gazette containing the original print of the Forest Bill I wrote to the President of the Gold Coast Aborigines Rights Protection

Society. Later, in May, the Chiefs who were present yesterday met and consulted with the members of the society.

3. I came to the conclusion that this Bill was in principle the same as Sir William Maxwell's Bill, because the forests are on the land and if the forests go the land must go also. This was my opinion before I consulted with anyone, and was not suggested to me by any person.

4. I am one of the Chiefs who signed the three memorials. A committee was appointed to draw them up, and they were read to us before we signed them. As to the date of signing, I think one was signed in May and the other two between August and December. One of the latter at least was signed before December. I am aware that the original Bill was withdrawn. We had a meeting in August and a deputation was sent to the Legislative Council in September, when the second Bill was about to be considered. Our representatives were heard in Council. We prepared the petitions as soon as we received telegraphic information from Accra that the Bill had been passed. I am unable to say that I saw the Bill as it now stands before the petitions were prepared. I recollect that Section 11 of the first Bill was taken out of the new Bill. The Bill in its latest form met some of our objections. Therefore there is less to object to in the second Bill than in the first one.

5. The principles of forestry as carried out in India and elsewhere were explained to the Chief, who then expressed his opinion as follows:—

I am of opinion that there would be no disadvantage if certain forest lands were reserved in order to improve and develop them, provided the Chiefs retain the control and the English teach us the methods to be followed.

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(5)

Amanhin Essandoh III., of Yamoransa, of Cape Coast district, states:—

I take in the Government Gazette regularly. I can only read English a little, but I have a clerk who reads it to me.

2. I cannot remember when I first heard of the Forest Bill, but I think it was about May of last year when I saw it in the Gazette. I shortly afterwards came to Cape Coast in response to a request from the Society to discuss the Bill with my fellow Chiefs. It was then explained to us by the Secretary. Afterwards the Chiefs discussed the Bill and came to the conclusion that its provisions were objectionable. It was thereupon decided to send a petition to His Excellency the Governor. This was a unanimous decision, and was not suggested by anyone individually. As a result of the petition the Bill was withdrawn and another substituted. In my opinion both Bills are bad, but the second is worse than the first. I have no reason to put on record for this opinion. My principal objection to both is that the Government proposes to take over our lands and look after them. The petition was read to the Chiefs in Fanti, and this was their only opportunity of knowing what was in it. It was not read to us individually. I know that I signed three petitions, but I cannot now recollect whether they related to the first or second Bill.

3. The Gold Coast Aborigines Rights Protection Society is supported mainly by contributions from the Chiefs. Ever since I became a Chief I have contributed £10 annually, and other Chiefs pay the same. In addition to this, special "calls" are sometimes made upon the Chiefs. Since the agitation connected with the Forest Bill arose I have paid £150 in addition to my annual subscription. The money is paid into the Bank, and is drawn out by the Treasurer as occasion arises, on the signature of some of the Chiefs, whose approval must be obtained.

4. In conclusion, I desire to say that I am glad to have been invited here to express my opinion. All the Amanhin recognise that they are under His Majesty the King of England, and that His Majesty has instructed you to come here and investigate this matter, and they are glad to see you. They wish to assist the Government, and they hope that the Government will assist them. If the Government proposes something which bears hardly on us it must help us by removing that which is objectionable. We wish to live in peace with the Government.

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(6)

Acting Amanhin Otu Akrabo II., of Akrabrampa, states:—

I first heard of the Forest Bill by reading about it in the "Gold Coast Leader," and in the early part of last year I read a copy of it. I came to the conclusion that the measure was not good, and wrote to that effect to Mr. Jones, of the Society. I subsequently attended a conference of the Society at which Mr. Casely Hayford explained the Bill. We decided to represent our views to the Government by means of a petition, and later we sent lawyers to represent us before the Legislative Council. Personally, I thought it expensive to do both. After a time the first Bill was withdrawn and another substituted. On receipt of the Government's reply we all went to our respective countries to await further intimation from the Government. Some time in November I learnt that the second Bill had passed its first and second readings. When I heard this I communicated with the Secretary of the Society, who informed me, in reply, that the Bill, as amended, had passed its third reading. I saw the Bill, as passed, for the first time in December of last year. I had signed the three petitions previous to that month. They were against the first Bill and not the second.

2. I am in favour of adopting new methods by which my forests lands may be improved, but I prefer that the management should remain in the hands of myself and my people under the direction and instruction of European officers.

3. I pay an annual subscription of £10 to the Society, but in connection with the agitation over the present Forest Bill I have paid an additional sum of £150. Most of the Amanhin paid this sum, and some paid more. This amount was fixed by ourselves. Such sums of money are paid into the Bank and are drawn out as occasion arises by one of the Financial Committee, on the signature of four of the Amanhin. There is still a balance left, but some has been spent in the upkeep of the Society and in sending counsel to represent us before the Legislative Council. The native lawyers who drew up the petitions received nothing for their work. The Society paid the expenses of Mr. Hayford when he went to England. Only the passage money of the two counsel we sent to Accra was paid for them.

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(7)

Chief KUMAH, representing KWANNI ASSESI, states:—

I first heard of the Forest Bill about seven months ago, when I received a copy of the Gazette from the white man in the fort at Sekondi. My clerk read it to me and explained its provisions. It is my usual custom to have Government Ordinances read and explained to me by my clerk. After the Bill had been read to me my clerk wrote for me to the President of the Society, asking him to confirm the impressions of the Bill which had been given to me by my clerk. In this letter I informed Mr. Brown that I did not approve of the way in which the Government were proposing to take over the forests, and that I did not like the Bill at all. Later I went to Cape Coast and met nine or ten other Chiefs; it was quite by chance that we all met there. After a conference between ourselves we met again with the Society. At the first meeting, at which only the Chiefs were present, we discussed the way to raise money to oppose the Bill, and decided to write to the Government asking postponement. We also asked the lawyers to draft a letter, which was in due course sent. Government replied that the second reading would take place; accordingly Mr. Hayford and Mr. E. J. P. Brown were sent to Accra to address the Council. Afterwards the Chiefs requested Mr. Hayford and Mr. Brown to draw up the three petitions. The suggestion came from the Chiefs, who instructed the lawyers what to say. I signed all three petitions. The petitions were read to the Chiefs before being signed, but they were not read over and explained to us individually. The Bill objected to was the first one, but I am aware that that was withdrawn and another substituted. When the petitions were signed we all knew what the provisions of the second one would be, and our objections really applied to both.

The Representative of AMANHIN MENSAH, of Elmina, states:—

I read and write English.

2. I first learnt of the Forest Ordinance by reading it in the Gazette, and I expounded its provisions to the Amanhin. I thought it a most dangerous measure. My objections to it are those stated by Mr. Hayford and Mr. Brown on Tuesday last. After reading the text I wrote to the Society, and shortly afterwards came to Cape Coast to attend a meeting called by the Chiefs. It was decided at that meeting that the Chiefs should be represented at the Legislative Council at the second reading. Afterwards three petitions were drawn up, and I signed them all. I am aware that the first Bill was withdrawn and another substituted. The petitions were against the second Bill. I read the petitions before signing them. After having the dates of the three petitions and that of the issue of the final Bill explained to me, I am satisfied that I saw the final Bill before signing the petitions to the Secretary of State and to His Majesty the King.

3. My principal objection to the measure is the power taken by the Government to lease our lands. We should be glad if the Government would send us instructors to teach us how to improve our forests, but we wish to manage them ourselves. I admit that we have never taken steps to improve our forests, in fact at present we do not understand the management of forest lands.

4. Apart from the Government having power to lease forest lands, I should not be satisfied with any arrangements which do not give to the people the sole control of the forests. We wish the Government to confine itself to teaching us how to do the work for ourselves, and we think our people are capable of doing it if they are taught. We think that we should decide what forests should be conserved, with the advice of the instructors. The danger is that if the Government takes over the forests, the people will be deprived of the land altogether.

5. If the management of any part of our lands is entrusted to Government my experience in the past causes me to fear that action taken by one Governor may be dissented from by his successor, and, consequently, no continuity of procedure is assured to us. Therefore, we cannot allow the Government to interfere in matters connected with our land. It was managed by our ancestors, and we have to look after it and pass it on intact to our posterity without interference from anybody.

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(8)

THOMAS FREEMAN EDWARD JONES, Trader, First President of the Gold Coast Aborigines Rights Protection Society, states:—

Some time early last year I first heard that there was going to be a Forest Bill. I learnt this from seeing a draft in the Government Gazette. I read and examined it carefully. It

struck me that the general intention was similar to the provisions of Sir William Maxwell's Bill. At the time I read this draft I was Vice-President, and Acting President, of the Society. Soon afterwards I had a letter from a Chief, who pointed out clauses to which he objected, and told me that he was coming to Cape Coast. A little after this I had a letter from another Chief on the same subject. The initiative in the matter of opposing the Bill came from the Chiefs and not from the Society. Finally, the Chiefs all came in and a conference was held. The disapproval of the Bill was unanimous, and it was arranged that the interests of the Chiefs should be represented at the Council, by two barristers, who addressed the Council. The matter went on for some time, and then the first Bill was dropped. Three petitions were drawn up, the wording of which was practically identical. The petitions were against the second Bill, to which I object just as strongly as to the first.

2. The elementary principles of scientific forestry having been explained to the witness, he said:

I do not think there would be any disadvantage in such treatment of the forests, but the natives would not like it because they prefer to manage their lands themselves. I do not see why the native should not be trained to do this work. I think he could do it if he received the necessary education. Our people are anxious to be trained for this sort of work, but they strongly object to Government interference in matters relating to their land, even if such interference results in an improvement in the forests.

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(10)

Joseph Peter Brown, President of the Gold Coast Aborigines Rights Protection Society, states:—

I have been resident in Cape Coast for many years, and, in addition to being President of the Society, am engaged in commercial business.

2. I was a member of the deputation to Mr. Chamberlain. It was about that time that the Society was formed. I was one of its originators. The original object of its formation was to express its protest to the Land Bill that was introduced at that time. When that Bill was withdrawn after our interview with Mr. Chamberlain the Amanhin decided that the Society was a useful body and wished it to continue.

3. The first President was J. W. Sey, and I was the first Vice-President. I cannot remember the first Secretary's name. Mr. W. E. Peterson was the second Vice-President.

4. Rules were drawn up and approved by the members. The native Chiefs became members at the time of its formation. Any native of the Gold Coast can join the Society on election by ballot, and, of course, those who formed it are members. There are at present about 100 members.

5. There is an entrance fee of 1s., but no compulsory annual subscription. The paramount Chiefs, however, subscribe £10 annually. The officials in Cape Coast pay no subscriptions, but give their services free. The expenses of the Society and of any particular movement fall upon the Amanhin. In connexion with the present agitation the Amanhin themselves fixed the amount they should pay. They all promised a special subscription, but they have not all paid yet. Some eight or ten have paid, or have promised to pay, £150 each; three I recollect promised £300 each, but in one case the amount was only £90. As a result of this special "call" upon the Amanhin there is a balance at the bank of about £4,000. About £400 has so far been expended in connexion with this movement. The reason for collecting so much money was that it was intended to send a deputation to England. The money is in the charge of a financial board consisting of five of the Amanhin, and is entirely controlled by it. With the exception of petty expenses the officials in Cape Coast have no authority to deal with the money of the Society. When the financial committee gives authority for money to be withdrawn I draw on the bank.

6. The Society exists for the purpose of protecting the interests of the aborigines generally, and particularly against measures introduced by the Government which are considered undesirable.

7. My objection to the present Forest Bill is practically the same as that to the original Bill, that is to say I object to the Government taking power to administer the land for the people. The petition was directed mainly against that portion of the Bill which allows land to be leased by the Government. The use of that term appears to foreshadow an intention on the part of the Government to take land and use it for itself or lease it to others.

8. The principles of forestry having been explained to the witness, he said:

I am of opinion that there are both advantages and disadvantages in what is proposed. There is, no doubt, that it would be to the advantage of the country if the forests were conserved and properly looked after, but our people are gradually becoming more prosperous and more intelligent, and it is our intention that the rising generation shall be properly taught the things which make life enjoyable, and should have the means of living useful lives put before them. The view of the people is that the natives are not sufficiently encouraged to do the work of the country. For instance, we have doctors trained in England. I cannot say whether they are as competent as European doctors, but they are given no chance of employment because Europeans object to being treated by natives—a feeling which I quite understand. We spend money on learning a profession, and are given no opportunity of making use of it officially. I consider that it is highly desirable that the native youth of the Colony should be trained in the science of forestry to carry out this work, but I maintain that the control of the forests should always remain in the hands of the Chiefs.

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(11)

JOSEPH EPHRAIM CASELY HAYFORD, Barrister-at-Law, practising in the Courts of the Colony, states:—

I have been a member of the Gold Coast Aborigines Rights Protection Society almost from its beginning, but I took no part in its actual formation. The Society was formed at the time of the deputation to London in connexion with the Crown Lands Bill at the instigation of the Amanhin, as the people thought they ought to have an organised body to make representations to the Government. The Amanhin are all members, as are the Ahinfu. The entrance fee is 1s., but there is no compulsory annual subscription, although the Amanhin do pay £10 per year. The members resident at Cape Coast pay no annual subscription, but occasionally they provide sums of money for petty expenses. During the last 12 months the Amanhin have paid large sums of money, as a result of which there is a balance at the Bank of over £3,000. The reason for collecting this large sum was that a deputation to London was contemplated, and the Amanhin thought it advisable to have the money ready. There is a local committee composed of educated native gentlemen. Petitions and deputations are always at the instigation of the Amanhin. They are put into suitable language by the officials at Cape Coast and are read over to the Amanhin before being presented. I have never received a penny from the Society, and I do not think any local members do. In fact, I have lost money owing to neglecting my practice to further the interests of the Society.

2. I went to London recently in connection with the Forest Bill, but found soon after my arrival that consideration of the memorial had been postponed until you had visited the country and made your report. I was therefore asked to return to the Colony, and only remained in London a fortnight. My expenses in connexion with this visit were paid by the Society.

3. I take it that the name of the Society implies that it exists for the purpose of protecting the people of the country from any encroachment on their rights. The object is not to attack the Government, but sometimes the Government brings in a measure which is intended for the good of the people, but about which the people hold other views, and it is then the duty of the Society to represent those views to the Government. The people have very little voice in the affairs of the country, as the unofficial members of the Council are not elected by the community but nominated by Government. Members so nominated rarely represent the views of the people, and some organized body is therefore required to enforce them.

4. I first learnt of the Forest Bill when I saw it in the Government Gazette at Sekondi, and I at once formed the opinion that it was detrimental to the interests of the people on the grounds mentioned in my address to you on Tuesday last. The views expressed by me in that address were not merely the arguments of an advocate: I personally associate myself with them in their entirety. I am not only a lawyer but a native of the country.

5. At the time I first heard of the Bill I was very busy, and some little time afterwards the President came to Sekondi, and told me that the Amanhin had met here (Cape Coast) and had had the Bill explained to them and that they did not like the provisions of it. They had therefore given instructions for their views to be represented to the Government. When I came to Cape Coast there was a conference between the Amanhin, us here and other members. I am quite certain that the agitation was started by the Amanhin themselves and not by the Society. At the meeting the Amanhin went away by themselves and consulted, and came back and gave their opinions in practically the same terms as those in the petition. After they had expressed their views they inquired whether we agreed. They were quite unanimous in their decision to oppose the Bill. Their views were represented at the Legislative Council, and the original draft was withdrawn, and a second produced, which I first heard of, I believe, some time before August. When we heard that the second Bill had been read a second time three petitions were prepared—one to Governor, one to the Secretary of State, and one to His Majesty the King. The substance of these petitions was precisely what the Amanhin themselves desired. I myself assisted in their drafting. They were all three practically the same. The petition to the King was against the second Bill as amended, as, although we had not actually seen it in print, we knew generally what it would contain. We had a copy of the first draft, and entered the amendments on to it, and we therefore had before us what was practically a copy of the second Bill in its final form. The new Bill was different in that section 11 was left out, otherwise it was practically the same, and our main objections remained and do so still.

6. We do not object to being taught forestry, but we hold the opinion that there is no necessity for a Forest Ordinance. The native Chief has the right of taking care of unoccupied land and of conserving forests. They have their own ways of conserving forests, and of preserving game, and the difference between allowing the natives to do this work in their own way and doing it on the lines of the Forest Bill is that in the latter case it will cause the tribes to scatter as their means of livelihood will be taken away from them. The existence of a tribe is entirely bound up in its land, and without it the community would break up. I consider that any interference by the Government in matters relating to the conservancy of forests is contrary to the wishes and interests of the people, and that if forest conservancy is necessary or advisable the people should be allowed to do it themselves—but they should be instructed by Government in the proper methods. What I suggest is that a few intelligent young men should be selected and sent to the Far East to study the science; that the power to create reserves should be vested in the Chiefs by an extension of the Native Jurisdiction Ordinance, and that the necessary rules for the conservation of forests and the imposition of penalties for transgression should be included in the same ordinance.

7. Until we had discussed the matter with you, it was not clear that the management of the forests required of the native Chief was a scientific one. It would be impossible for

a Chief to manage his forests in a scientific manner in six months, and this would mean the whole of the forest lands passing into Government management within that period, which our people think to be a hardship.

8. The people do not object to scientific management of their land, but they think the Chiefs should be allowed to conserve their forests in accordance with their own custom instead of the same being done by the Government under the Forest Ordinance. If the Chiefs are allowed to conserve the forests in their own way it will be for the common good of the Chief and the people, and therefore no hardship will be caused to the subjects, and they will not scatter and their tribe will not be broken up.

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(12)

Emmanuel Joseph Peter Brown, Barrister-at-Law, states:—

The views expressed in my address to you on Tuesday last were my personal views, and so far as Mr. Hayford dealt with the same subject I am in agreement with what he said also.

2. I am a member of the Gold Coast Aborigines Protection Society, and have been so since its inception.

3. The formation of the Society was due to the objections that arose to Sir William Maxwell's Land Bill, emanating out of which the Chiefs thought they would have an organisation to protect native interests. The object of the Society is to protect the natives against any action by the Government, or by any person, that may run counter to native interests, or be in any way prejudicial to them. It reserves to itself complete discretion as to the time and manner of putting forward its protection. Its sole object is to ensure that at the time of measures being introduced relating to the natives the Government shall be in possession of the native views, but it does not exist for the purpose of opposing Government measures. One deficiency in the present Government system is found in the fact that the leave regulations are such that there is no continuity of view for any length of time. Where continuity of view is absent continuity of policy is also likely to be wanting, and the comparatively short time during which officers remain in their provinces or districts renders them unable to make themselves personally acquainted with the people and their customs to the extent that is desirable.

4. The Society was started at the request of the Amanhin themselves, and they are, and have always been, members.

5. The entrance fee is 1s., and the Amanhin pay an annual subscription of £10. It has also been customary for the Amanhin and the gentlemen at Cape Coast to subscribe for special contingencies. In connexion with the present agitation the Amanhin have contributed special sums ranging from £75 to £300 or £350, the average amount being £150. This money was paid into the Bank and is under the control of a financial committee constituted by the Amanhin. I cannot say exactly what is the amount now standing to credit at the Bank, but I think it is between £3,000 and £4,000. The money is kept exclusively for the objects of the Society. It was collected when a deputation to London was anticipated, but now that this is unnecessary the question of refund or otherwise rests with the Amanhin themselves. Lawyers have been sent to represent the interests of the people at the Legislative Council. They have drafted petitions and done other work, but they have not received fees for their services—nothing but their out-of-pocket expenses. The accounts of the Society are periodically audited—I believe on the last occasion by a mercantile gentleman. The Amanhin themselves investigate the accounts for travelling expenses.

6. I am aware that the first Forest Bill was withdrawn subsequent to the petitions, and that another was substituted for it in which certain modifications were introduced. The three petitions of November last were against the final bill. I know that we had not then seen the final bill, but the amendments had been sent to us by the Government.

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(13)

Samuel Richard Brew, Attoh Ahuma, states:—

I am Secretary of the Gold Coast Aborigines Rights Protection Society. I have held this position for about a year, and have been a member of the Society since its formation.

2. It was started during the agitation that arose over Sir William Maxwell's Land Bill. Its object is to protect native interests and to see that their views on current subjects are properly put forward. The danger against which the Society protects the native is that of the wholesale importation of Western ideas into the country, inasmuch as the natives prefer to continue the administration of their country on their own lines. The natives are not jealous of European methods so long as they do not clash with their own ideas and customs. The Society took steps in the interests of the community in connexion with the Native Jurisdiction Bill and the new Forest Bill. There was a memorial against the Town Councils Ordinance and the Tariff Ordinance. The views put forward have invariably been those of the Chiefs and members. The Society has met with success inasmuch as its petitions have resulted in the withdrawal of the Town Councils and Tariff Ordinances. There has never been any trouble between the Government and the Society.

3. The Amanhin pay an annual subscription of £10 and additional sums when occasion demands, as settled by themselves. In connexion with the present movement they have paid nearly £4,000. This was placed in the Bank, and is under the control of a financial committee, of which I, as Secretary, am a member. In order to draw money from the Bank the signatures of the President, Treasurer, and Secretary are required in the case of the current account. When money is required from fixed deposit the signature of five Chiefs is necessary. There is about £2,000 to £3,000 at present on fixed deposit. The accounts were last audited by J. M. Mills, a member of the Society. Three or four of the Chiefs are accountants, and were connected with business before becoming Chiefs. They are therefore quite able to take care of themselves. The accounts were audited in November last—not since the special subscriptions were paid. They are, however, ready for auditing. I receive an honorarium of £5 per month in order to pay a tutor to take my place at the College when I am attending to my secretarial duties. No one else receives any money from the Society.

4. I share the objections to the Forest Bill put forward by Mr. Hayford and Mr. Brown. My chief objection is that whereas in other places a Chief or King may dispose of land to advantage, it is not possible here, where the whole life of the people is bound up in the land. I consider that the Bill would dissolve the relations between the stools and the land. I am afraid the people have not been taught to have confidence in the Government in land affairs. They have an apprehension that the Government is going to take away their land. I am unable to say what grounds there are for that apprehension. The people wish to keep the management of the forests in their own hands, but do not object to being taught forestry. I think the cost of forestry instruction could be got out of the revenue, which is just now more than a million pounds.

5. When the first petition was sent we had a letter from the Colonial Secretary that before its receipt the Bill had been withdrawn and that a new one had been drafted. A copy of the draft was sent to us and we forwarded another petition, to which we received a reply from the Government fixing a time for the second reading. We sent counsel to represent us at the Legislative Council, and after they had been heard the second reading was postponed. Later we wired to know the exact date of the second reading. A reply was received on the 30th October, and a telegram was sent to the Government asking permission for Mr. Charles Bannerman to represent us. This was permitted. Before the reading of the Bill the Government sent us a copy of the suggested amendments, and we brought up to date a copy of the old Bill that we happened to have in our possession. We had reason to think that the second and third readings might take place at the same time, and we therefore sent in a petition to His Majesty the King.

GOLD COAST.

REPORT

ON THE

LEGISLATION GOVERNING THE ALIENATION OF NATIVE LANDS IN THE GOLD COAST COLONY AND ASHANTI;

With some observations on the "Forest Ordinance," 1911,

BY

H. CONWAY BELFIELD, C.M.G.,

British Resident, Perak, Federated Malay States.

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