

No. 32.

37002.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 27th October 1913.)

Government House,
Accra,

9th October 1913.

(No. 752.)
SIR,

WITH reference to paragraph 12 of your despatch of the 5th April last,* I have the honour to report that immediately upon its receipt orders were issued to the Chief Registrar instructing him to give the Attorney-General an opportunity of examining all leases of arboricultural or agricultural concessions presented for registration; and that he was further instructed to forward copies of all concessions for palm oil areas that might be filed with the Supreme Court to the Attorney-General.

2. This was done with a view to complying with your wishes as set forth in paragraphs 5 and 6 of your despatch under reply.

3. The instructions contained in paragraphs 7 and 8 of your despatch are duly noted; and, with reference to paragraph 11, I have the honour to enclose, for your information, a copy of a letter which I caused the Acting Colonial Secretary to address to the Provincial Commissioners.

4. Finally, I enclose for your information a return which I have caused the Chief Registrar to prepare showing the steps taken to validate concessions sought by Messrs. Apol and their allied companies.

5. In this connection I should add that the Solicitor-General recently appeared before the Supreme Court at Sekondi and opposed the validation of a concession belonging to one of these companies, and represented to the court that the onus of proof that the company in question was not so allied to Apol, Limited, as to render the acquisition of the area in question a breach of the spirit of section 20 of the Concessions Ordinance should properly lie with the company seeking validation of its concession. Judgment on the point was reserved, and has not yet been given.†

I have, &c.,

HUGH CLIFFORD,
Governor.

Enclosure 1 in No. 32.

Colonial Secretary's Office,
Accra,

5th May 1913.

SIR,

WITH reference to my letter No. 2256/12, dated 3rd April, transmitting for a full report from you a despatch from the Secretary of State dated 25th

* No. 25.

† See No. 37.

February, I am directed to request that you will take action now on the suggestion contained in the third and following paragraphs of that despatch, to the effect that meetings of the chiefs and people should be called in the several districts, and that it should be explained to them how much of the tribal land in this Colony has already been alienated by concessions, and the consequent risk of native enterprise being crippled.

2. From the returns which have been submitted to the Governor it appears that the nominal area of the land affected by concessions, under the form of leases and options, amounts to over 25,000 square miles, or more than the total area of the Colony. Allowing for concessions which have been struck out by the courts or allowed to lapse, it is probable that an area of over 12,000 square miles is held under notice of concessions, and if certificates of validity were issued in respect of this area it is obvious that the members of the tribes concerned would soon find themselves in difficulties.

3. I am to instruct you, therefore, to take early action as directed above, and to make sure that not merely the chiefs but the people realise the disadvantage to the community of their own enterprise being restricted by uncontrolled alienation of their lands, and the undesirability of the cocoa industry, which has developed so successfully through their own efforts, passing out of their control, with the probable result of their being turned from proprietors into labourers on the property of others.

4. You should also warn the chiefs and people of the danger to the community involved in the practice of granting to Europeans or other concessionaires large areas of palm-bearing lands. The attention of the natives has been, for some time past, devoted more particularly to cocoa cultivation, and the same degree of importance has not been attached to the palm oil industry as it merited. The introduction of machinery, however, in the manufacture of this product will change the conditions of this industry and the value of palm-bearing lands will probably be greatly enhanced. It is not the desire of the Government that the native proprietor should lose the benefit of any improvement in the trade in this product. The danger of hasty or inconsidered alienation of palm-bearing lands must be impressed on the chiefs and their people.

I am, &c.,

W. C. F. ROBERTSON,
Acting Colonial Secretary.The Commissioner,
Western Province.The Commissioner,
Eastern Province.The Commissioner,
Central Province.

Enclosure 2 in No. 32.

RETURN OF CONCESSION ENQUIRIES INSTITUTED BY APOL, LIMITED, AND ALLIED FIRMS.

Number of Enquiry.	Name of Claimant.	Name and Situation of Concession with Area.	Date of filing Notice and Number and Year of Gazette in which published.	Latest Order of Court with Date.
1235 Secondee).	Apol, Limited -	Butri River Agricultural Concession, at Butri in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 9.01 square miles.	Notice filed 12 Dec. 1911, published in Gazette No. 2 of 1912, pp. 46 to 47.	Certificate of Validity granted and issued. Vide Gazette No. 41 of 1913, pp. 626 to 627.

Number of Enquiry.	Name of Claimant.	Name and Situation of Concession with Area.	Date of filing Notice and Number and Year of Gazette in which published.	Latest Order of Court with Date.
WESTERN PROVINCE—continued.				
1244 (Secondee).	Apol, Limited, assigned to Joseph Crossfield and Sons.	Ntakrom Concession, at Ntakrom in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 2·37 square miles.	Notice filed 15 April 1912, published in Gazette No. 27 of 1912, p. 479.	Certificate of Validity granted and issued. <i>Vide</i> Gazette No. 55 of 1913, pp. 746 to 747.
1245 (Secondee).	Apol, Limited -	Hotopo Lands Concession, at Hotopo in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 6·82 square miles.	Notice filed 15 April 1912, published in Gazette No. 27 of 1912, p. 479.	Certificate of Validity granted and issued. <i>Vide</i> Gazette No. 41 of 1913, pp. 627 to 628.
1246 (Secondee).	Apol, Limited -	Dixcove No. 2 Concession, at Mbefina in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 4·83 square miles.	Notice filed 15 April 1912, published in Gazette No. 27 of 1912, pp. 479 to 480.	Certificate of Validity granted and issued. <i>Vide</i> Gazette No. 55 of 1913, pp. 747 to 749.
1247 (Secondee).	Apol, Limited -	Dixcove No. 3 Concession, at Chafun in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 1·73 square miles.	Notice filed 15 April 1912, published in Gazette No. 27 of 1912, p. 480.	Certificate of Validity granted and issued. <i>Vide</i> Gazette No. 55 of 1913, pp. 749 to 750.
1248 (Secondee).	Apol, Limited -	Dixcove No. 4 Concession, at Dixcove in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 2·73 square miles.	Notice filed 15 April 1912, published in Gazette No. 27 of 1912, p. 480.	Certificate of Validity granted and issued. <i>Vide</i> Gazette No. 55 of 1913, pp. 757 to 758.
1249 (Secondee).	Apol, Limited -	Akwida No. 1 Concession, at Akwida in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 13·156 square miles.	Notice filed 23 April 1912, published in Gazette No. 36 of 1912, p. 638.	Certificate of Validity granted and issued. <i>Vide</i> Gazette No. 55 of 1913, pp. 750 to 752.
1252 (Secondee).	Apol, Limited -	Butri River Estates East Concession at Pombendi in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 3 square miles more or less.	Notice filed 6 May 1912, published in Gazette No. 33 of 1912, p. 583.	Discontinued on 26 July 1912.
1254 (Secondee).	Joseph Crossfield and Sons, Limited.	Kwisiminten Concession, in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 6 square miles more or less.	Notice filed 30 May 1912, published in Gazette No. 46 of 1912, p. 759.	Intervention entered by Attorney - General under section 14 of Ordinance No. 14/1900 against grant of Certificate of Validity. Decision on point of law raised reserved by Court 19 Sept. 1913.
1255 (Secondee).	Joseph Crossfield and Sons, Limited.	Whin River Concession, in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 6 square miles more or less.	Notice filed 30 May 1912, published in Gazette No. 46 of 1912, p. 759.	Intervention entered by Attorney-General. Decision of Court on point of law raised reserved 19 Sept. 1913.
1256 (Secondee).	Joseph Crossfield and Sons, Limited.	Efa Concession, at Efa in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 2·76 square miles.	Notice filed 30 May 1912, published in Gazette No. 46 of 1912, pp. 759 to 760.	Certificate of Validity granted and issued. <i>Vide</i> Gazette No. 55 of 1913, pp. 754 to 755.
1259 (Secondee).	Joseph Crossfield and Sons, Limited.	Prestea Concession, in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 15 square miles more or less.	Notice filed 3 July 1912, published in Gazette No. 54 of 1912, p. 873.	Intervention filed by Attorney - General under section 14 of Ordinance No. 14/1900 against grant of Certificate of Validity. Decision of Court on point of law raised reserved 19 Sept. 1913.
1260 (Secondee).	Joseph Crossfield and Sons, Limited.	Anagie Concession, at Anagie in Secondee, Dixcove District, Western Province, Gold Coast Colony. Area 1·00 square mile.	Notice filed 17 July 1912, published in Gazette No. 63 of 1912, p. 1057.	Certificate of Validity granted and issued. <i>Vide</i> Gazette No. 55 of 1913, pp. 755 to 757.

Number of Enquiry.	Name of Claimant.	Name and Situation of Concession with Area.	Date of filing Notice and Number and Year of Gazette in which published.	Latest Order of Court with Date.
WESTERN PROVINCE—continued.				
1261 (Seccondee).	Apol, Limited .	Bufri River Estates East Concession, at Pompendi in Seccondee, Dixcove District, Western Province, Gold Coast Colony. Area 1·06 square miles.	Notice filed 26 July 1912, published in Gazette No. 63 of 1912, p. 1057.	Certificate of Validity granted and issued <i>Vide</i> Gazette No. 55 of 1913, pp. 752 to 754.
CENTRAL PROVINCE.				
2116 (Cape Coast).	Frank Wheeler Plane.	Frank Wheeler Plane, Agricultural Concession. 20 square miles.	Notice filed 7 Dec. 1911, published in Gazette No. 3 of 1912, p. 61.	Discontinued 22 April 1912.
2117 (Cape Coast).	Apol, Limited .	Winnebah Estates No. 1. 12 square miles.	Notice filed 22 March 1912, published in Gazette No. 34 of 1912, p. 593.	Discontinued 7 July 1913.
2118 (Cape Coast).	Apol, Limited .	Winnebah Estates No. 2. 11 square miles.	Notice filed 22 March 1912, published in Gazette No. 34 of 1912, p. 592.	Discontinued 7 July 1913.
2119 (Cape Coast).	Apol, Limited .	Winnebah Estates No. 4. 17 square miles.	Notice filed 4 July 1912, published in Gazette No. 59 of 1912, p. 945.	Opposed by Attorney-General. Nothing done.
2120 (Cape Coast).	Apol, Limited .	Winnebah Estates No. 5. 12 square miles.	Notice filed 4 July 1912, published in Gazette No. 59 of 1912, p. 946.	Opposed by Attorney-General. Nothing done.
2121 (Cape Coast).	Apol, Limited .	Frank Wheeler Plane, Agricultural Lease. 20 square miles.	Notice filed 23 July 1912.	—
2122 (Cape Coast).	Brunner Mond and Company, Limited.	Winnebah Estates No. 3. 20 square miles.	Notice filed 8 March 1913, published in Gazette No. 32 of 1913, p. 439.	Opposed by Attorney-General. Nothing done.
2123 (Cape Coast).	William Gosage and Sons, Limited.	Winnebah Estates No. 1. 12 square miles.	Notice filed 3 July 1913, published in Gazette No. 68 of 1913, p. 965.	Period of Notice not expired.
2124 (Cape Coast).	William Gosage and Sons, Limited.	Winnebah Estates No. 2. 11 square miles.	Notice filed 3 July 1913, published in Gazette No. 68 of 1913, p. 965.	Period of Notice not expired.
EASTERN PROVINCE.				
Nil.				

No. 33.

GOLD COAST.

37975.

The GOVERNOR to the SECRETARY OF STATE.

(Received 3rd November 1913.)

No. 767.

Government House, Accra,

Sir,

15th October, 1913.

WITH reference to your despatch No. 121 of the 25th February,* on the subject of the alleged alienation by natives to Europeans of land planted with cocoa, I have the honour to inform you that the Provincial Commissioners, whom I directed to make careful inquiries into the matter, report that they are unable to find that such lands are passing into the hands of European speculators or others.

2. Action, however, has been taken on the lines indicated in paragraphs 3 and 4 of your despatch under reply; but I regard the danger which you apprehend as very remote. The cultivation of cocoa by Europeans is little likely to prove financially tempting, having regard to the high cost of labour which prevails in this Colony, and to the methods employed by the natives, which would render competition in this branch of industry more than ordinarily difficult.

I have, &c.,

HUGH CLIFFORD,

Governor.

* No. 20.

No. 34.

38720.

GOLD COAST.

The DEPUTY GOVERNOR to the SECRETARY OF STATE.

(Received 10th November 1913.)

No. 802.
Sir,Government House, Accra,
24th October 1913.honour to transmit, herewith, copies of the Leases and
Certificates of Validity† of Apol, Limited.

I have &c.

H. BRYAN,

Deputy Governor.

IN accordance with the instructions contained
in your telegram of the 13th instant,* I have the

SCHEDULE of LEASES and CERTIFICATES of VALIDITY enclosed

Number of Concession.	Name of Concession.	Date of Concession.	Date of Gazette Notice.	Date of Certificate of Validity.
Indenture No. 94/1912	Akwida No. 1 Concession.	23 March 1912.	Notice filed 23 April 1912, published in Gazette No. 36 of 1912.	14 Jan. 1913
„ „ 121/1912	Hotopo Lands Concession.	14 Sept. 1911	Notice filed 15 April 1912, published in Gazette No. 27 of 1912.	13 Jan. 1913
„ „ 122/1912	Dixcove No. 2 Concession.	1 April 1912	Notice filed 15 April 1912, published in Gazette No. 27 of 1912.	13 Jan. 1913
„ „ 123/1912	Dixcove No. 3 Concession.	28 March 1912	Notice filed 15 April 1912, published in Gazette as 27 of 1912.	13 Jan. 1913
„ „ 124/1912	Dixcove No. 4 Concession.	29 March 1912	Notice filed 15 April 1912, published in Gazette No. 27 of 1912.	13 Jan. 1913
„ „ 125/1912	Ntakrom Concession	30 March 1912	Notice filed 15 April 1912, published in Gazette No. 27 of 1912.	14 Jan. 1913
„ „ 151/1912	Butri River Estates East Concession.	12 April 1912	Notice filed 6 May 1912, published in Gazette No. 33 of 1912.	14 Jan. 1913
„ „ 312/1911	Butri River Agricultural Concession.	29 Sept. 1911	Notice filed 12 December 1911, published in Gazette No. 2 of 1912.	13 Jan. 1913
„ „ 345/1912	Efia Concession	20 May 1912	Notice filed 30 May 1912, published in Gazette No. 46 of 1912.	18 Jan. 1913
„ „ 346/1912	Anagie Concession	29 June 1912	Notice filed 17 July 1912, published in Gazette No. 63 of 1912.	14 Jan. 1913

Enclosure 1 in No. 34.

No. 94/1912.

THIS INDENTURE made the twenty third day of March One thousand nine hundred and twelve Between Kofe Amaku, Cudjo Arkom, Adoo Kuaw and Kwaku Bosum Prah the chiefs of Akwida in the Western Province of the Gold Coast Colony acting for himself and as the representative of the elders and people of the Stools of Akwida, Achinem, Dwahorodu, Aseakrom whose consent or concurrence in these presents is necessary according to native custom which assent or concurrence is testified by the execution of these presents by some of such elders and people (hereinafter called the Lessors which expression shall include his and their heirs successors and assigns) of the one part and Apol Limited a Company registered under the Companies (Consolidation) Act 1908 and having its registered offices at Bank Quay Warrington in the County of Lancaster England (hereinafter called the Company which expression shall include its successors in title and assigns) by Earle Trevor its duly appointed Attorney of the other part WITNESSETH that in con-

sideration of the sum of Sixty pounds now paid by the Company to the Lessors (the receipt of which sum of Sixty pounds the Lessors do hereby admit and acknowledge) and of the rents hereinafter reserved and the covenants and conditions hereinafter contained and on the part of the Company to be paid kept done and performed THE LESSORS do hereby demise unto the Company All that piece or parcel of land containing about ten square miles more or less known as the Akwida No. 1 Concession situate in the District of Dixcove in the Western Province of the Gold Coast Colony and more particularly described in the Schedule hereto and delineated for purposes of identification and not of limitation in the plan hereto annexed and thereon coloured pink TOGETHER with all oil palm and other palm trees of what nature soever there growing or being or hereafter to grow or be thereon and the right to cultivate as hereinafter mentioned and all the estate right title interest claim and demand of the Lessors in and to the hereinbefore described premises

† A Schedule of the leases and certificates of validity is printed here, and one lease and certificate of validity are printed *in extenso* as an example. The others follow the same form.

* 25894, not printed.

herely demised or expressed so to be* To HOLD the said premises hereinbefore demised or expressed so to be unto the Company for the term of Ninety nine years from the date hereof YIELDING AND PAYING therefor yearly until such time as a Certificate of Validity shall have been granted in respect of the Concession granted by these presents the rent of Six pounds by four equal quarterly instalments on the usual quarter days and immediately after the grant of such Certificate of Validity as aforesaid in lieu of the said annual rent of Six pounds an annual rent of five pounds payable as aforesaid in respect of every square mile or part of a square mile certified by the Director of Surveys to be contained in the above described piece or parcel of land hereby demised And the Lessors do grant to the Company during the continuance of these presents full and exclusive* liberty :—

1. To make such clearings as may be deemed necessary or expedient for the purposes of agriculture and arboriculture and to drain fence cultivate or farm any portion or portions of the land hereby demised and to reap the crops or otherwise take the fruits thereof and generally to do all things which shall be convenient or necessary for obtaining the produce or fruits of the land hereby demised and for dealing with the same in the most profitable manner* the Company paying compensation as hereinafter provided for injury or damage that may be caused to any villages* plantations or compounds* now or hereafter existing within the said limits by the formation of such clearings.

2. To remove any village farms compounds or other erections as in the opinion of its local Manager for the time being may be deemed expedient for the said purposes on paying compensation as aforesaid.*

3. To have access to all oil palm and other palm-like trees of what kind soever that now are or hereafter may be on the said land and to take the fruits thereof by themselves or their servants or employees and to carry the same away and to make such use thereof as the Company or its local Manager for the time being shall think fit including the export or sale of the same or of the products thereof.

4. To plant such trees plants and shrubs as it may require to do and at its pleasure destroy or remove the same to such place as it may think fit.

5. To cut down fell and destroy as may seem expedient any trees plants and shrubs now there growing or hereafter to be grown thereon and make such use of the same as it may deem expedient for the purpose of making clearings as aforesaid or of using the same in the construction of buildings or other works or for fuel.

6. To establish farms and build such villages compounds houses buildings nurseries and set up such machinery and other erections as to the Company or its local Manager for the time being may seem expedient for the purposes aforesaid or otherwise and to give or grant licence to any person or persons corporation or corporations so to do and make such regulations for the habitation and sanitation of all such villages and compounds as may seem expedient.†

7. To dam up divert or otherwise make use of all waters and watercourses arising in coming into or passing through the limits of the said Concession as may seem expedient and to cut any channels or troughs for the purpose of conducting and conveying any such water in through or over any part of the hereinbefore demised premises and also to lay pipe lines culverts or other contrivances as to the Company or its local Manager for the time being may seem necessary for the purposes of gathering and conveying away any such waters and also to sink wells on any part of the said premises as may seem expedient.†

8. To use all roads paths and passages over and along the hereinbefore demised premises as are already existing and to continue the same and to make any other roads paths or passages or tramways over the said premises as may seem expedient to the Company or its local Manager for the time being on paying

compensation as hereinafter provided for any injury or damage that may be caused to any villages plantations or compounds by the formation of such roads AND WITH LIBERTY ALSO for the Company to do all such other acts and things and to use all such other devices and means for the efficient working of the hereinbefore demised premises as shall be found necessary or convenient and with liberty also for the Company to sell dispose of or underlease the whole or any part of the hereinbefore demised premises* PROVIDED ALWAYS AND IT IS HEREBY DECLARED that the Lessors their people and servants shall at all times have liberty to hunt and snare game gather firewood snails and building materials for their dwelling houses and to till and cultivate their farms and plantations so far as the same can be done without causing interruption to any operations carried on under the powers and privileges hereby granted PROVIDED ALWAYS that if the Company shall in the exercise of the powers herein conferred on it require any plot under cultivation or destroy or do damage to the same or to any houses buildings or compounds as before mentioned* the Company shall make compensation to the owner or owners thereof such compensation to be ascertained by any two indifferent persons as arbitrators one of them to be chosen by the owner or owners of the plot houses buildings or compounds* and the other by the Company and in case either of the parties shall neglect or refuse to name an arbitrator then the other shall choose two indifferent persons to act as arbitrators as aforesaid. If the arbitrators shall be unable to agree upon the sum to be awarded as such compensation they shall appoint an umpire whose decision shall be final And the Company do hereby covenant with the Lessors in manner following (that is to say) that the Company shall and will pay the respective rents hereinbefore reserved and made payable by it at the times and in the manner hereinbefore appointed for the payment thereof PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if either of the respective rents hereby reserved or any part thereof shall at any time remain unpaid for the space of six months next after the time appointed for the payment thereof respectively then and in such case it shall be lawful for the Lessors into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in their former estate PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that it shall be lawful for the Company to determine the said term hereby granted with respect to the hereinbefore demised premises by giving to the Lessors six calendar months' notice in writing in that behalf and thereupon upon the expiration of such notice the said term hereby granted and the rents hereinbefore reserved shall accordingly cease and determine but without prejudice to any remedy of the Lessors for any previous breach of the covenants herein contained or any of them And the Lessors do hereby covenant with the Company (1) That the Company paying the respective rents hereinbefore reserved and observing and performing all the covenants and conditions herein contained and on its part to be observed and performed shall and may at all times during the said term peaceably and quietly possess and enjoy the premises hereby demised and exercise the several rights and privileges hereby conferred without any interference by the Lessors or any person lawfully or equitably claiming under them or any of them (2) That during the continuance of these presents they will not at any time grant to any person or persons corporation or corporations any rights licences or easements of whatsoever nature or description over the said lands hereby demised and that they will not at any time collect from any person occupying or farming any portions of the said land any rent or sum of money in respect of such occupation or farming save and except in respect of such farms as are existing on the said lands at the date of these presents And that they will not exercise any rights of jurisdiction whether inherent or created now or hereafter by any statute or ordinance over the

* See Certificate of Validity below. The portions printed in italics indicate deletions.

† See substituted words in the Certificate of Validity.

* See Certificate of Validity below. The portions printed in italics indicate deletions.

* See substituted words in the Certificate of Validity.

employees and tenants of the Company or in such a way as to affect or prejudice the Company in the exercise of the rights hereby granted. (3) That they will not at any time exercise their customary rights of taking the fruits of the aforesaid oil palm or other palm or palm-like trees or cut down or destroy the said trees for the purpose of making palm-wine or otherwise or grant licence to any persons other than the Company so to do* (4) And also that the Company may within the space of six calendar months after the expiration or sooner determination of the said term hereby granted carry away and dispose of all the engines machinery articles and things belonging to or used or employed in or about the hereinbefore demised premises by the Company during the said term† IN WITNESS whereof the Lessors and the said Earle Trevor the Attorney for the Company have hereunto set their respective hands and seals the day and year first above written.

THE SCHEDULE HEREINBEFORE REFERRED TO.

All that piece or parcel of land containing ten (10) square miles more or less better known and described as follows:—

Commencing at a point marked by a cement pillar situate in the sea coast village of Akwida known as Gold Coast Survey beacon number five hundred and fourteen (No. 514) Thence easterly two miles more or less along the sea coast to the eastern boundary of this land with the Dixcove chiefs lands marked by a waterway known as Archay.

Thence northerly four miles more or less along the said eastern boundary of this land to the land owned by the Alonado (marked "Adjuado" on G.C.S. map) people which said point is situate one mile more or less south-east from the said village of Alonado.

Thence westerly three miles more or less along the northern boundary of this land (formed by boundary with the lands of the said Alonado peoples to the western boundary of this land with the Princess stool lands.

Thence southerly four miles more or less along the said western boundary to the sea.

Thence easterly two miles more or less along the sea coast to the aforesaid point of commencement.

KOFIE AMUAKO	×	(L.S.)
CUDJO ARKON	×	(L.S.)
ADOO KWAW	×	(L.S.)
KWAKU BOSUM PRAH	×	(L.S.)

Their
marks.

Witnesses—

COBINA BOON	×
KWERU ASSIRA	×
KWAMIE PIADOO	×
KWERU ATTAR	×
KWERU ARGHABOO	×
KWAW GHARBORDO	×
KRA AIKOO	×
INKETSIAM CHIE KWESSI	×
SAM KWAGHAH	×
COBINA DADZIE	×
COBINA ARJOHIAH	×
KWAW AIDOO	×
KWAW YANKEH	×
KWAW ARMAFOO	×
CUDJO FUMOO	×

Their
marks.

Charles Emmanuel Stephen and they appeared to understand its provisions in the presence of—

J. A. BREM.
W. AIDOO KUOW JNR.
J. BEN YALLEY.
I. P. CHRISTIAN.
JOSIAH J. COBBAH.
CHARLES EMUEL STEPHEN

Signed Sealed and Delivered by Earle Trevor as Attorney for Apol Limited.

EARLE TREVOR (L.S.)
Attorney for Apol Limited.

In the presence of—

GILES HUNT
Solicitor
Secondee.

Received from Apol Limited the sum of Sixty pounds being the within mentioned consideration money.

Their	
KOFIE AMUAKO	×
CUDJO ARKON	×
ADOO KWAW	×
KWAKU BOSUM PRAH	×
marks.	

Witnesses—

J. A. BREM.
W. E. AIDOO KUOW Jnr.
J. BEN YALLEY.
I. P. CHRISTIAN.
JOSIAH J. COBBAH.

No. 150/1913.

In the Supreme Court of the Gold Coast Colony
Western Province.

Concessions Division (Secondee).

Concession Enquiry No. 1249 (Secondee)

"Akwida Number 1 Concession."

Certificate of Validity.

Persons at present entitled to the benefit of the said concession and of this Certificate of Validity.

Apol Limited

of Bank Quay, Warrington,
in the County of Lancashire, England.

Subject as below the Concession of Kofi Amuaku, Cudjoe Arkom, Aduo Kwaw and Kwaku Bosum Prah the Chiefs of Akwida in the Western Province of the Gold Coast Colony to Apol Limited dated the 23rd day of March 1912 and registered at Accra on the 1st day of April 1912 as Number 94/1912 on pages 114 to 121 of Book Number 2 of 1912 to which this Certificate is attached and which is signed as relative hereto is hereby declared to be valid.

Boundaries Extent and Situation of the Land in respect of which this Certificate is given.

The boundaries of the land are shown in the plan of the Licensed Surveyor, countersigned by the Director of Surveys attached and signed as relative hereto.

The extent of the land is thirteen decimal one five six square miles.

The land is situate at Akwida aforesaid in the Secondee-Dixcove District of the Western Province of the Gold Coast Colony.

Nature of Concession.

The Concession confers the right of gathering the fruit of oil palms within the limits of the said Concession.

Limitations Modifications and Conditions imposed by the Court.

Nothing in the Concession and in this Certificate of Validity shall be construed as regulating or defining rights of property or of ownership of land or other rights as between the grantors themselves or between their respective stools and families.

* See substituted words in the Certificate of Validity.

† See additional words in the Certificate of Validity.

Sealed and Delivered by Kofi Amuaku, Cudjo Arkon, Aduo Kwaw and Kwaku Bosum Prah his elders and people who also made their marks hereto after the same had been read over and interpreted to them in the Fanti and Ahanta languages by

Enclosure in No. 35.

Native Affairs Department,
Accra, Gold Coast,
17th October 1913.

SIR,

I HAVE the honour to inform you that, acting on instructions conveyed in the Governor's minute of 2nd June 1913, Case 352/1913, I left Accra on the 9th July last, and proceeded to Mangoase.

2. The land over which it is anticipated that the northern route of the proposed railway will pass is held under various kinds of tenure. Since these kinds of tenure have been the guides I have taken in drafting the guarantees which the chiefs of the various stools have given for the granting of the land for railway purposes, I propose to give a description of them, and, when necessary, a sketch of the causes which have led to their acceptance before submitting the guarantees.

3. That portion of the Densu Valley lying south of the Kentenkere Falls, extending to a boundary with the Aburi stool-land, was, in the seventeenth century, held by the stool of Akwamu, an offshoot of the stool of Denkeri, then situated at Nyanawase, under the Akem peak. The Akyem-Abuakwa, driven east from Adansi by stress of war, and south by that section of the Ashanti-Mampongs who became the Kwahus, settled in the northern part of these Kwahu lands, and in 1733, conquering the Akwamus and driving them east of the Volta, established the state of Akyem-Abuakwa and a sovereignty over the Guang and Kyerepong tribes of Akwapim. For a short time these tribes, together with the remnants of the Akwamus, served the paramount stool of Akem-Abuakwa, but very shortly after the death of the conqueror, Owusu Akyem Tenten, a paramount stool was created for Akwapim, and occupied by a younger branch of his house. The stools of the village communities of the Guang and Kyerepong tribes retained their lands, provision being made for the new Omanehene at Amanprobi, and, finally, by the gift of more land from the stool of Abirew at Akropong. For a time this narrow tract represented the sole lands attached by gift to the paramount stool of Akropong. In Akyem-Abuakwa certain lands to the south and east of the Atewa range continued to be held by the stools of the Akwamu communities under the paramountcy of the stool, which, moving from Bansa to Adadientem, finally settled at Kyebi. For the present purposes, amongst stools of this class it is only necessary to enumerate those of Kukurantumi, Asafo, Anyinasin, and Maase. The northern and western lands appear to have been partitioned between the conquerors. Between these villages and those of Akwapim lay an unoccupied tract which is now the Juabeng settlements and that portion of the Densu valley now under review. At a later date, Maajo, Adontenhene of Akyem-Abuakwa, moved his residence from Tekyiman to Kukurantumi, purchasing the land from Kofi Binna, an Akwamu. Between 1860 and 1870, Afrim, Odikro of Asafo, and his brother, the Odikro of Maase, started to sell land in the Densu valley to individuals of Larte and Shai. This was resented by Ampowa of Kukurantumi, who disputed their right. Atta Obiwom, Omanehene of Akyem-Abuakwa, probably unable to determine the case, declared the land from the Kentenkere Falls southward as far as the known boundaries of the Akwapim stools forfeit to his own stool, that is, Kyebi. His successor, Amoako Atta I, apparently doubtful of the propriety of this act, disposed of the disputed land by gift to the stool of Akropong, that is to Asa, Omanehene of Akropong. All the evidence I have taken is clear on the point that it was given to the stool of Akropong and not to the people of Akwapim. The evidence of the Omanehene of Akyem-Abuakwa, of the Omanehene of Akwapim, of the Adontenhene of Akyem-Abuakwa, of the Asonkohene of Akwapim and of such of the present individual owners as I have seen is at one as to this. The importance of the point will be recognised when it is remembered that the doctrine of the *Soomon v. Wiapa judgment** was laid down with regard to land

in this area, and it appears that so far as this particular area is concerned the truth of that doctrine is indisputable. But while it is plain that the unoccupied land not sold to individuals by the stool of Maase, or Asafo or, subsequent to the gift of the stool of Kyebi, unsold by the stool of Akropong was the property of the paramount stool, it is equally plain that the stool of Akropong held it by no inherent right of paramountcy. To my mind, therefore, the doctrine, so far from being of universal application, is peculiarly limited and the result of highly unusual circumstances. Asa was succeeded on the stool of Akropong by Kwamin Tawia, Kwamin Fori, Akuffo and Owusu Ansa. Kwamin Fori and Akuffo, particularly the latter, appear to have sold nearly all this land, parting with the fee-simple of large farms to individuals without respect to their tribes, and at the present day the greater portion of it is held by private individuals.

4. From a point east of the Kentenkere Falls the route of the projected railway passes into the Juabeng settlements. The contentions recorded in the preceding paragraphs do not affect this area, which was admittedly at one time attached to the stool of Kukurantumi. From about the year 1880 it has been occupied by the Juabeng refugees of the civil wars in Ashanti. In 1882 it was visited by Mr. (afterwards Sir Charles) Moloney, and given by the stool of Kukurantumi, through the Government, to the Juabengs. The western, southern, and northern limits of this tract were fairly clearly defined, and have since been accurately described. Mr. Moloney's original letter is now held by the chief of Kukurantumi. From this it would appear that the land was a gift to the Juabengs made through the agency of the Government, and I am uncertain whether a claim by Government to exercise any rights over it would be upheld.

5. A definite purchase was made by the Government in 1894 for a sum of 400*l.* paid to the stool of Kukurantumi for the land lying between the Amusan and the Suhyen rivers, and in respect of this, though no agreement appears to have been signed, the Juabengs pay an annual rent of 1*s.* This land I take to be Government property. This will explain the wording of Enclosure V.

North of the Juabeng settlements it appears certain that the railway will pass over the lands of the Akyem-Abuakwa stools. Here the land is held on the normal Akan kind of tenure, that is to say, by the stools of the various village communities and is farmed at will by the members of the community. Certain villages, however, though having stools, occupy land attached to stools of other communities; thus the villages of Osiem and Neutam are said to be on land attached to the stool of Tafo. Care has been taken to obtain the signatures of the chiefs or representatives of every stool over which it is at all likely that the railway will pass. The village of Juabeng-Asamang, south of Anyinam, is a Juabeng town situated on land belonging to the Ohemea's stool of Kyebi, and north of the Birrim and adjoining the Kwahu boundary are the Juabeng or Affiduaase villages of English, Bekoase, Kankang and Jyajate, peopled by refugees of the same disturbances as those which gave birth to the Juabeng settlements to the south. Of these the stool of English purchased its present land from the stool of Mawso (Akyem-Abuakwa) for the sum of 315*l.*, and the stool of Kankang purchased its land (also from the stool of Mawso) for 700*l.* These appear to be definite purchases of land by one community from another. The people of Jyajate occupy land at one time attached to the stool of Mawso, and the people of Bekoase land at one time attached to the stool of Akwaboso. In each case the only consideration paid for the right to occupy was a sheep and a bottle of rum. Neither of these stools appears to have any definite boundaries, and I think that the land belongs to the Akyem-Abuakwa stools, and these two communities have merely obtained a right to reside thereon.

6. North of the Jyajate river the land belongs to the stools of the Kwahu villages, and that over which the railway is likely to pass belongs to the stools of Mpraso, Atibi, Obomeng, Obo, Twinedurase and Akwaseho. The lands of one or other of these stools extend to the Ashanti boundary.

* The doctrine of the *Soomon v. Wiapa judgment* is to the effect that all unoccupied land is the property of the paramount stool. Reference is made to it, indirectly I think, in the Annual Report on the Blue Book.

C.O. NOTE.—The judgment is printed as Enclosure 2 to No. 22 (p. 47 of this vol.).

7. Broadly speaking the land between Mangoase station and Coomassie which is likely to be required for railway extension may be divided into seven sections—

- A. The land from Mangoase station to the Kentenkere Falls.
- B. The land from the Kentenkere Falls to the Amusan river, forming the southern portion of the Juabeng settlements.
- C. The land of the Juabeng settlements from the Amusan river to the Suhyen river.
- D. The land of the Akim stools from the Suhyen river to the Firampong river.
- E. The land partly occupied by the Juabengs between the Firampong and Jyajate rivers.
- F. The land from the Jyajate river northward to the foot of the Kwahu plateau and westward to the Pra river.
- G. The lands in Ashanti.

8. With regard to the land I have described as (A) there is little doubt that the major portion of it has passed out of stool control, and that it is held by individual farmers mostly natives of Shai and Larte, now a few of whom hold certificates of title. There are, however, some portions which are still attached to the stool of Kropong. The Asonkohene (brother to the Omanhene) who, I regret to say, died shortly after, met me at Komfrodia and expressed the view that the stool would be willing to grant a free use of the land for railway purposes. The Omanhene, however, wrote me (Enclosure II.) pointing out, rightly, that it would require the concurrence of the councillors of the stool before he could assign any rights in respect of the land. He moreover (Enclosure III.) drew attention to the peculiar position he occupies with regard to this land. I therefore returned from Kibbi and met him at Tinkong on July 29th and explained the position to him. He then expressed himself personally willing to do all that he could to facilitate the railway extension, and to use his influence with such of the individual owners as were his subjects, but, hearing nothing more from him, I communicated with him again in August, and his reply of the 30th August (enclosure IV.) is the result. Since then I have received no further communication from him, and I entertain considerable doubt as to whether he will be able to do anything of use in respect of the land on which he has influence.

9. I have referred to the peculiar conditions under which the land I have described as (B) is held, and I think it is clear that that described as (C) may be said to be Government property. I met all the chiefs of the Juabeng settlements at Komfrodia on the 14th July, and discussed with them the whole situation, and finally drafted for them a letter (Enclosure V.), which they have signed. In this they waive any right of occupation to land required for railway purposes which their freedom to occupy the Juabeng settlements (B and C) may have conferred.

10. Negotiations with regard to the land described as (D) were simpler, but, as there is less certainty as to the actual ground over which the railway will pass, it was necessary to obtain the signatures of the chiefs of a large number of stools, and it was impossible to assemble all of them in Kibbi. The greater number, however, were present, when I, with the Assistant District Commissioner (Mr. Rainsford) held a meeting with them on the 23rd of July, and explained to them the reason of my visit. I assisted the Omanhene in the preparation of a draft, and the letter of the 23rd July (Enclosure VI.) was signed by all the chiefs, &c. present. The Omanhene detailed linguists and a clerk to assist me in obtaining the signatures of the representatives of those stools who were not present in Kibbi, and this entailed a series of smaller interviews.

11. North of the Firampong river, a tributary of the Birrim, the Akim stools have parted with certain portions of the land described as (E) to communities of Juabeng refugees, and therefore it became necessary to interview these people separately, and to obtain from them the letter of the 6th August (Enclosure VII.).

12. The Jyajate river is recognised as the southern boundary of Kwahu, and from the contours of the land I have assumed that the railway will pass north-westward of this, somewhere in the neighbourhood of Demoni, towards Juanso, which lies some miles south of Bompata. This land I have described as (F). From this river to the Prah, the boundary of Ashanti, the land is held by the stools of certain Kwahu villages, and I held a meeting at Obomeng on the 11th August, the District Commissioner (Mr. Hobbs), the Omanhene, and most of the Kwahu chiefs being present. The purpose of my visit was explained to them, and the letter dated the 11th of August (Enclosure VIII.) was signed.

13. This completes the work so far as the Colony is concerned. I had, however, been in private communication with the Chief Commissioner of Ashanti, and he asked me to visit Juanso, where Mr. Norris, Assistant District Commissioner, was engaged in establishing a new station and meet there the local chiefs and speak to them in the same terms that I had employed in the Colony. Here I met the Omanhene of Bompata, the Omanhene of Obogo, and various chiefs serving the stool of Old Juabeng. Mr. Norris had obtained from them guarantees on lines similar to those which I had prepared in the Colony, and as the land west of this is the property of the Coomassie chiefs, the Chief Commissioner of Ashanti took from me a copy of the letter signed by the Ahenfo of Akim-Abuakwa (Enclosure VI.), and this, when it is signed, I understand, he will submit in due course.

14. Having visited Coomassie, and having in accordance with instructions discussed certain other matters with the Chief Commissioner of Ashanti, I proceeded to Dunkwa in order to open the Commission of Inquiry into Wassaw Native Affairs, and, assuming that the projected southern line of railway would join the present line somewhere in the vicinity of Opon Valley, I obtained from the Omanhene of Wassaw Amenfi, on whose land Opon Valley Station lies, the letter dated 12th September (Enclosure IX.) I have since learned, however, that it is unlikely that the junction will be so far north, and this letter is probably of little value.

15. When at Opon Valley I received instructions to proceed to Accra, in order to attend the meeting of the Legislative Council, and accordingly the tour of the southern route was abandoned.

16. The guarantees have been signed with great willingness, and I do not think that I have left unsaid any words that would serve to elucidate the relative positions of the Government and the stools concerned in this matter. The demand for railway extension was very insistent; in some cases almost clamorous. The necessity for a line through the Upper Birrim Valley (Boonso, Asiakwa, and Kibbi) was urgently pressed, and the Kwahus advanced projects the fulfilment of which would present enormous engineering difficulties. It is patent to me that the people very keenly appreciate the benefits that railway extension will confer upon them, and the chiefs of Wassaw Amenfi petitioned very strongly for the development of the country west of the Secondee-Coomassie line by this means.

17. In conclusion, I would say that I experienced delay and considerable difficulty in travelling, owing to the unusually prolonged and heavy rains.

I have, &c.

JAMES CROWTHER,

The Honourable Secretary for Native Affairs,
The Colonial Secretary,
Accra.

P.S.—With reference to paragraph 8, I am glad to say that my fears have proved unfounded, for I have this morning received Enclosure X., from which it will be seen that the Omanhene of Akwapim is willing to give the land over which his stool still exercises rights.

I.

Sketch map (not reproduced).

II.

Mangoase,
21st July 1913.

MY DEAR FRIEND,

I AM pleased to acknowledge the receipt of your letter of the 17th inst., suggesting my writing the Government a letter in terms of your draft, and also for message sent through the Asonkohene.

1. Such grant of my stool land for railway purposes requires the consent and concurrence of my mother, and all the councillors of my stool, and I therefore require some time for considering your request.

I do not forget, however, the fact that you are anxious to know my answer.

2. I note your suggestion with respect to my deputing headmen to exercise authority under the Native Jurisdiction Ordinance in the fastly growing villages, the same is having my immediate attention.

I have, &c.

HY. OWUSUANS,
Omanhene of Akwapim.

The Secretary of Native Affairs,
Koforiduah.

III.

Mangoase,
21st July, 1913.

SIR,

WITH reference to my letter of even date, I am almost sure that my mother and the councillors will be glad to make some concessions to the Government in connection with the railway site so far as stool lands are concerned, but there is this difficulty.

1. Nearly all the lands from Kentenkren to Mangoase were sold by ex-Omanhene to private persons contrary to native custom. There have been two cases in which the validity of sales by Akuffo was put to the test.

The first was Aberewatia v. Kwasi Omrako, the first person who bought a stool land from Akuffo with necessary consent. The native tribunal composed of the Adonten upheld the claims of the Aberewatia at Amanokrome on the 20th November 1906.

The second case, Omanhene Owusuansa v. Kwajo Owusu, was in April 1908, before His Honour Sir William Brandford Griffith. In this case after His Honour heard that Akuffo sold 300 or more pieces of stool land, the learned judge suggested a compromise and the Omanhene consented to a judgment that the buyer from Akuffo retains the land for 25 years to reap the benefit of his cocoa trees on payment of 5*l.* a year for ground-rent, and the court then thought that it would be an easy matter to get all other such purchasers from Akuffo to consent to such payments, but I have found difficulty from year to year to collect anything from them, and had to sue even the defendant in that test case (Kwajo Owusu) for arrears of rent, and, in fact, very few of them have acknowledged the title of my stool lands occupied by them since the 1908 test case.

I have the advice of my councillors to avoid going to court with the unyielding occupants if I could help it, most of them being Akuapims, so if the Governor would appoint a commissioner to arbitrate between the parties, I think my councillors will allow me to give the occupants of such lands easier terms, and I might agree to satisfy myself with so much of the land as is required for the railway with a view to facilitating the construction of the railway for the benefit of my subjects.

I feel certain that, by whatever process the parties will be brought face to face after the opening of my case either by my linguist or by counsel, the other side will be glad to consent to a compromise as in Kwajo Owusu's case mentioned above, if only it is suggested to them on my behalf or by the court or arbitrator.

I do not ask that the Government may assist me in prosecuting my claims, I only require such intervention of the Government as would ensure a peaceable trial of the issues involved, as the determination of such questions before the courts has invariably cost the parties much money and the stool and subjects bitter enemies.

I have, &c.

HY. OWUSUANS,
Omanhene of Akuapim.

The Secretary for Native Affairs,
Koforiduah.

IV.

Omanhene's Office,
Akropong,

30th August, 1913.

SIR,

I HAVE the honour most respectfully to acknowledge the receipt of your letter of the 26th inst. of August 1913.

The reason that accounts for the delay on my part in corresponding with Your Worship being the death of two important personages—the Asonkohene, Charles Oduro Bonsu, my brother, and Adontenhene Offei Kwasi Agyemang, from amongst my councillors almost immediately after my arrival from Tinkoug, which had plunged myself and the whole of my councillors into prolonged funeral ceremonies.

Our annual festival is coming on the 8th September 1913, when all my councillors and subjects (most of which are in their villages) shall meet together and discuss the necessary questions placed before me by Your Worship at Tinkoug and keep you informed with the result immediately after that date.

I have, &c.

HY. OWUSUANS,
Omanhene of Akuapim.

The Secretary for Native Affairs,
Viborg, Accra.

V.

Koforidua,

15th July, 1913.

SIR,

WE, the Omanhene Ahemfo, elders and people of the Juabeng settlement in the Akuapim District of the Gold Coast Colony, conscious of the benefits that will be bestowed on us by the proximity of a railway, are anxious that the railroad now at Mangoase may be extended through the Juabeng settlements; and, understanding that compensation will be paid to private settlers for any established crops on the route that may be destroyed, we desire to say that we wish to waive any right of occupation to land required for railway purposes which our freedom to occupy these lands may have conferred.

We have, &c.,

KWAKU BOATEN, Omanhene.

Her

AMA x SERWAH (Queen Mother).

Mark.

KWASI DADA x (Ankobiahene).

OCHYEAME ADU x

CHIEF NONTCHIRE x

„ ASAMO WEE x

KWADJO JIMMA (Akwanhene).

OCHYEAME AMOAH.

KWADJO BOAMAH.

KWADJO TUFUOR x (Adontenhene).

KWAME SAFUA x

YAO ADIAYE x

OCHYEAME KWASI GYAN x

OCHYAME KWADJO ASANTI x

„ KWADJO BOADU x

CHIEF KWAKU KRU x

„ YAO KUMAH x

„ KWADJO BERDIAKO x

„ YAO DARTANOR x

OCHYAME KOFI BROBEY x

CHIEF SAPONG x

„ KWAKU OTHERE x (Awikohene).

KODJO AMUAH x (Nifahene).

KWAKU BAASAW x (Gyasihene).

KODJO BUAKYI x (Okiyimi).

KWADJO ADJEIMA x (Benkumhene).

KWADJO NUAMAH x (Gyasehene).

KWAKU ADANSE x (Okyeme).

KWABINA YINKA x

COFIE YAMUAH x

YAW SIMPE x (Benkumhen).

KWAKU NKAWUE x

YAW OPONG THE 1ST x

KOFI OPONGADWARE x (Okyamie).

YAW OPONG THE 2ND x

Witness to marks,

A. PLANGE.

To the Secretary for Native Affairs,
Accra.

VI.

Ahemfo, Kibbi,
Eastern Akim,
Gold Coast Colony, W.C.A.,
23rd July 1913.

SIR,

WE the Omanhene and Ahemfo, elders and people of Akim Abuakwa in the Eastern Province of the Gold Coast Colony, being conscious of the benefits that will be bestowed upon us by the proximity of a railway to our farms and villages, are anxious that the railroad now at Mangoase may be extended northward into Akim, and, understanding that compensation will be paid for any established crops which may be destroyed on the projected route, we are prepared to give freely such lands as may be required for railway purposes; that is to say, for the permanent way and reserves, and for the sites of railway stations and yards.

Should town sites be selected on lands adjacent to railway stations, we are quite willing that the Government should lay out the town as it should think fit and proper, so that well-ordered towns may be built, but any other person who may desire to build should, before doing so, apply to the chief who owns the land, in order to make the necessary arrangements as to rents, or otherwise, to enable that chief to give his consent.

To effect this end, we are prepared to reserve such spaces as are appointed to us as the selected sites, and to refrain from selling them until they have been suitably laid out.

We are, &c.
OMANHENE OFORI ATTA and others.

VII.

SIR, Jyajatey, 6th August 1913.
WE the Odikros, elders and people of the Juabeng and Afidwase villages, situated in Akim, in the Eastern Province of the Gold Coast Colony, being conscious of the benefits that will be bestowed upon us by the proximity of a railway to our farms and villages, are anxious that the railway now at Mangoase may be extended northward into Akim, and, understanding that compensation will be paid for any established crops which may be destroyed on the projected route, we are prepared to give freely such lands as may be required for railway purposes; that is to say, for the permanent way and reserves, and for the sites of railway stations and yards.

Should town sites be selected on lands adjacent to railway stations we are quite willing that the Government should lay out the town as it should think fit and proper, so that well-ordered towns may be built, but any other person who may desire to build should, before doing so, apply to the chief who owns the land, in order to make the necessary arrangements as to rents, or otherwise, to enable that chief to give his consent.

To effect this end, we are prepared to reserve such spaces as are appointed to us as the selected sites, and to refrain from selling them until they have been suitably laid out.

We have, &c.
ODIKRO KOFI DANQAH OF JYAJATEY
and others.

Witness to marks.
(Signed) EBEN ATTRAM.

VIII.

SIR, Obomeng,
11th August 1913.
WE the Omanhene and Ahemfo, elders and people of Kwahu in the Eastern Province of the Gold Coast Colony, being conscious of the benefits that will be bestowed upon us by the proximity of a railway to our farms and villages, are anxious that the railroad now at Mangoase may be extended northward into Kwahu and, understanding that compensation will be paid for any established crops which [may be] destroyed on the projected route, we are prepared to give freely such lands as may be required for railway purposes, that is to say, for the permanent way and reserves and for the sites of railway stations and yard.

Should town sites be selected on lands adjacent to railway stations, we are desirous that the Government should lay out the town, allotting portions for European residences, for European and native stores and for native quarters, so that well-ordered towns may be built, and that those on whose stool land they are situated may after they have been laid out draw revenue from rents or the leasing of land from those who build thereon.

To effect this end, we are prepared to reserve such spaces as are appointed out to us as the selected sites and to refrain from selling them until they have been suitably laid out.

We have, &c.,
OMANHENE KWASI DIAWUO II.
and others.

The Secretary for Native Affairs.

IX.

Akropong (Wassaw Amenfi).

SIR, 12th September 1913.
I, THE Omanhene of Wassaw Amenfi, in the Gold Coast Colony, on behalf of my Asafohenfo and people, being conscious of the benefits that will be bestowed upon us by the proximity of a railway to our farms and villages, are anxious that the railroad now may be extended into our country, and, understanding that compensation will be paid for any established crops which may be destroyed on the projected route, we are prepared to give freely such lands as may be required for railway purposes, that is to say, for the permanent way and reserves and for the sites of railway stations and yards.

Should town sites be selected on lands adjacent to railway stations, we are quite willing that the Government should lay out the town as it should think fit and proper, so that well-ordered towns may be built, but any other person who may desire to build should before doing so apply to the chief who owns the land in order to make the necessary arrangement as to rent or otherwise to enable that chief to give his consent.

To effect this end we are prepared to reserve such spaces as are appointed to us as the selected sites and to refrain from selling them until they have been suitably laid out.

I have, &c.,
KWAMEN X BASSAYIN,
Omanhene, Wassaw Amenfi.

The Secretary for Native Affairs.

X.

Omanhene's Office,

Akropong.

SIR, 15th October 1913.
I, the Omanhene of Akuapim, conscious of the benefits that will be bestowed on my people by the proximity to their farms and villages of a railway, am anxious that the railroad now at Mangoase may be extended northward to the Juabeng settlements over the land in the Densu Valley given to my predecessors on the Akropong stool by the Akims, and, understanding that compensation will be paid for any established crops which may be destroyed, I am prepared to give for railway purposes such land as my ancestors have not sold to individual settlers and over which the stool of Akropong still exercises its rights.

Should a town site be selected on such land I am desirous that the Government should lay out the town, allotting portions for Europeans' residences, for European and native stores, &c., and for native quarters, so that I may have a well-ordered town and draw revenue from rents, or the sale of land, after it has been laid out, from those who build upon it to effect this, and I am prepared to reserve such spaces as are pointed out to me as suitable sites, and to refrain from selling them until they have been suitably laid out.

I have, &c.
HENRY OMUSUANSI,
Omanhene of Akuapim.

The Secretary
for Native Affairs,
Victoriaborg.

No. 36.

44638.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 29th December 1913.)

(Extract.)

(Confidential.)

SIR,

8th December 1913.

3. The Omanene of Upper Wassaw was principally insistent upon the evil which is being inflicted upon himself, his sub-chiefs, and people through frequent, endless, and expensive litigation, and he repeatedly entreated me to order his sub-chiefs to refrain from further law-suits, and evidently envied his neighbours across the border in Ashanti, upon whom the local lawyer is not permitted to prey. I explained to him that I had no power to remove from the purview of the courts questions which were already *sub judice*, but that I should always be ready to allow boundary disputes to be settled by arbitration by the Provincial or District Commissioner when both parties were willing to accept and abide by a decision arrived at by this means.

4. There can, I fear, be no sort of doubt that the endless litigation on the subject of land in which so many of the chiefs and sub-chiefs in this Colony are perennially engaged is in its own way almost as ruinous to the prosperity and well-being of the tribes as the petty tribal warfare which it has replaced. Having regard to the comparatively insignificant area of available land which is under cultivation at any one time in any given district, the huge tracts under forest, and the by no means dense population, there can be no doubt that there is ample land for all, even in parts of the country where disputes as to boundaries, tribal ownership, &c., are most rife. There is also only too

much reason to think that the naturally litigious character of the people is taken advantage of by the local lawyers, who, acting both as solicitors and barristers, have no inducement to advise their clients not to take a case into court, or on appeal from court to court, and have, indeed, on the contrary every personal motive for withholding such advice.

5. It has, I believe, been frequently represented that the natives of this Colony would regard with suspicion any tribunal, which was not a court of law of the ordinary type, set up for the purpose of dealing with land disputes. The institution of such a land court, if lawyers were not permitted to plead before it, would, of course, be hotly opposed by the educated native community; but I am by no means clear that it would not be welcomed by a majority of the rest of the native population. During my tour in the Eastern Province in February last chief after chief asked me to settle his land dispute for him; and similar requests have since reached me from chiefs in other parts of Colony which I have visited.

6. The matter is one which will no doubt have received attention from the Committee which is about to report on the question of West African lands; but it is obvious that the existing state of things is unsatisfactory and that the expensive legal machinery which at present is the only means of settling land disputes is in every way ill-adapted to the circumstances of the native population of this colony.

I have, &c.,
HUGH CLIFFORD,
Governor.

No. 37.

1349.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 12th January 1914.)

(No. 946.)

Government House, Accra,
26th December 1913.

SIR,

IN continuance of my despatch, No. 372, of June 13th last,* on the subject of concessions in excess of 40 square miles in extent secured by Messrs. Apol, Limited, and associated companies, I have the honour to inform you that, acting upon your instructions, I directed the Attorney-General to intervene and to oppose the validation of concessions belonging to companies and individuals known to be closely associated with Messrs. Apol, Limited, on the grounds that such validation was contrary to the spirit of section 20 of the Concessions Ordinance, No. 14 of 1900.

2. I have now the honour to enclose for your information a copy of a report by the Solicitor-General, from which it will be seen that the intervention has failed. The judgment in the test case is not yet to hand, but I will forward a copy to you for your information when it is available.

3. As you are aware, it has been from the first the opinion of the Attorney-General (Mr. Townsend) that this intervention would probably fail; but in this connection I would invite your attention to paragraph 3 of your despatch, No. 783, of December 17th, 1912.† It would appear that Messrs. Apol have merely utilised the warning there stated to have been conveyed to them by you to frustrate your intention and to evade that with which section 20 of the Concessions Ordinance was framed.

4. I am not yet in a position to make definite recommendations with a view to the amendment of the law which will be necessary in order to render the recurrence of such an incident difficult or impossible.

I have, &c.,
HUGH CLIFFORD,
Governor.

Enclosure in No. 37.

Concession Inquiry 1254.

No. 101/13. Law Officers' Department,
Victoriaburg, Accra,

SIR,

17th November 1913.

I HAVE the honour to report that this inquiry came on for hearing at Secondee after the September assizes.

The points put forward by the Crown who opposed were as follows:—

- (1) That the claimants, Messrs. Joseph Crosfield and Sons, Limited, were the agents of or so allied with Apol, Limited, that a grant of a certificate of validity would be in substance a grant to Apol, Limited, who were already the holders of similar concessions, the aggregate area of which amounted to 39-176 square miles, thus making the claimants who asked for a certificate of validity for square miles exceed the area allowed by section 20 of Concessions Ordinance.
- (2) That, this being a court of inquiry, it was for the court to be satisfied that the claimants did not exceed the statutory area and that the onus of proof lay on the claimants.

The claimants admitted that there was a financial and directory connection between the companies but that the companies being separately incorporated and registered under the Companies Act were separate entities and so did not contravene the Ordinance.

His Honour, Mr. Justice Gough, decided in favour of the claimants on their undertaking to satisfy him that the claimant companies were separately incorporated.

I have etc.,
J. C. ADAMS,
Acting Solicitor-General.

The Honourable
The Attorney General,
Victoriaburg, Accra.

* 22092, not printed.

† 38232, not printed.

No. 38.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 2nd February 1914.)

(Confidential.)

Government House, Accra,

SIR, 13th January 1914.

I HAVE the honour to forward herewith, for the information of the Committee on West African Lands, certain extracts from a report furnished by Mr Crowther, Secretary for Native Affairs, as Commissioner appointed by me to inquire into native affairs in the Wassaw divisions, and two extracts from the evidence given before him which form enclosures to this report.

2. These extracts are of special interest, in my opinion, because they illustrate the divergent systems of land tenure which exist in various parts of this Colony, and, secondly, because the extracts from the evidence afford instances of the evils which are wrought by our present system of litigation, which I have already had occasion in general terms to bring to your notice.

I have, &c.

HUGH CLIFFORD,

Governor.

Enclosure 1 in No. 38.

Memorandum.

Affairs in Wassaw.

General.

(Extract.)

3. . . . In Wassaw the land is held primarily by the paramount stool (*a*), the subordinate stools (*b*), occupying it only as it were as fiefs of the paramount stool and rendering actual tribute in respect of sales in connection therewith.

4. The relationship therefore between the paramount and sub-chiefs' stools is based on a footing different to that common amongst the Twi-speaking people, the lesser chief being amongst the Wassaws in a greater degree of subordination.

5. It has been said that the stools may be divided into three classes: (*a*) the Omanhene's; (*b*) the Ohene's or Asafohene's; and (*c*) the Odikro's or Koranti's. Of these, the Omanhene's stool exercises a strong influence over those of the class (*b*) and chiefs of this class, though selected from specific families, and though their confirmation requires the assent of the people serving the stool which they occupy are subject to the formal approval of the Omanhene before their installation is complete, and they are actually entooled by the linguists of the paramount stool. The ceremonies attending their installation indicate that their office is military in its inception, and the term Asafohene commonly given to them is one of military origin. The land which they occupy is said to be held by the "gift" of the paramount stool, that is to say that it was given traditionally to the forerunners of its present various occupants in custody for their people by the paramount stool, but the paramount stool still exercises very clear rights over it. Thus in theory it receives one-third of the rents or proceeds of the sale of land under the guardianship of the stools of the Adonten, and one-half of the proceeds in respect of land so alienated by the stools of the Gyase. In each case the residue is divided into equal parts between the stool involved and its subjects.

10. Attention has been drawn to the system of land tenure that obtains in Wassaw; to its divergence from the normal Akan type and to its bearing upon the political constitution; but in certain measures the theory must be distinguished from the practice. Illustrations drawn from the records of people and lands other than those within the immediate purview are apt to present outlines too rigid and colourings too bright to express with truth the nebulous form and

the merging tones of the living phenomenon, and if it is said that the practice in Wassaw is akin to the feudal system it can only be said to be so in an approximate sense. Thus it would be safe to say that in theory the full ownership of land was possible only for the paramount stool and that the immediately subordinate stool (*b*) and the immediately subordinate stool (*c*) held such portions over which they exercise a degree of authority as custodians. But, in practice, each subordinate stool is a unit of the State representing a community of persons and families united in its service, and though it cannot in theory effect a permanent or temporary alienation of the lands within its control without the consent of the paramount stool, its subjects have the common right of farming and of collecting (possibly with certain limitations) the uncultivated fruits, and of profiting by the proceeds of the chase thereon. Moreover, there can be little doubt that the subordinate stool does in fact effect a defiance of the theory by the leasing of small portions of land, such as sites for trading stores, to individuals outside the community, in respect of which no tribute is paid to the paramount stool, although such a proceeding would be impossible in respect of larger concessions. The tribute due from the subordinate to the paramount stool in respect of lands alienated is, as has been said, in theory, one-third of the proceeds from the stools of the Adonten and one-half from the stools of the Gyase. There can be little doubt that changed economic conditions are bringing the paramount and subordinate stools into conflict. Broadly speaking, the two Wassaws have industries associated with the four principal economic products, gold, rubber, timber, and cocoa. The relative antiquity of these industries is of importance. That in connection with the first-named is very ancient, and has been in operation for some four hundred years; the second, possibly, is not much older than a generation; the third owes its impetus to the construction of the railway little more than a decade ago; while the operations of the fourth are as yet hardly felt. Questions relative to the rights of various members of the community as to these industries require some explanation. In all these considerations it must be kept clearly in view that the individual member of the community enjoys the free right (which is general to the various inhabitants of this Colony) to farm for his food supplies the lands of the stool which he serves. With regard to gold, it appears to be perfectly clear that the normal proportionate division is made in some cases of the rents and royalties payable in respect of lands leased for concessions. It is equally clear, however, that in others a compromise has been made, and the paramount stool receives the rents in respect of a given concession irrespective of the proportion the rent so received may bear to the total rents payable for lands leased by the subordinate stool affected. This appears to be a matter of convenience, and since efforts seem to have been made to arrive at an approximation of the ancient proportions, the underlying principle is not involved. The right of the individual to win gold requires the consent of the immediate stool concerned, but does not appear to involve the payment of any tribute beyond the customary offering made as a visible endorsement of the transaction. The individual collection of virgin rubber is said to be governed by like rules, and it would follow as a corollary that an arboricultural concession, affecting, as it would, the prescriptive rights of various members of the community, would be on the same basis as the alienation of mineral rights. The question of tribute in respect of timber rights—admittedly a new industry—is at present in solution, and the relative evidence is in consequence conflicting. In Wassaw Amenfi the paramount stool stands out for an arrangement similar to that governing the gold industry. This the subordinate stools appear to resent, but only as the particular occasion arises,

In Wassaw Fiase an attempt to effect a settlement is being made. The subordinate stools have suggested that tribute cannot be demanded, but that they are willing to give a present, the proportion of which shall be undefined, to the paramount stool. This offer the paramount stool has rejected, and three subordinate stools of the Adonten have signed an agreement whereby they are willing to yield one-fourth of the proceeds. The position is interesting, and despite the fact that the alleged offer of the subordinate stools omitted the doctrine of compulsion, it appears clear that the principle of tribute remains intact. The question with regard to cocoa is one with which doubtless the future will have to deal. Up to the present there can be no doubt that the individual member of the community has been as free to farm the land for this product as he is to farm it for his private food supplies, and the question of tribute does not appear so far to have occasioned any serious controversy. The suggestion that the constitution is in a degree akin to the feudal system has been made. That the common right to farm and hunt on the lands demands a civil obedience which entails a military service is true, but it is true also of any village community among the Akan-speaking people, and the fundamental distinction between the Wassaw Divisions and the normal type is to be found in the attitude towards the land. But to view this question in its right perspective the eye must be focussed on the fact that the tributes that are paid are paid not in respect of the land itself but in respect of that which it produces. So long as the yield is limited to gold, timber, and uncultivated rubber, no serious problem is in sight, but with the advent of a trade in cultivated cocoa the matter assumes a more involved aspect. The position might be described by saying that all land is held primarily by the paramount stool (the first estate), secondarily by the subordinate stool (the second estate); while each individual member of each community (whether of the first, second, or the third estate) has the inherent right to enjoy the produce of the soil. The right of the individual occupant of any stool (the first or second estate) is no greater than that of any other individual. The effect of the alienation of any portion of the land entails the privilege of each individual by reducing the area over which his rights are operative, and for this loss the proportion of the rent or royalty which he receives is a compensation. The introduction into the country of an economic product which requires permanent as distinct from shifting cultivation, and the fact that such cultivation is conducted by individuals on communal land, increases this loss to the extent that it reduces the area of lands free for shifting cultivation and the unoccupied lands liable to alienation. Since the proportion of benefit derived from the proceeds of alienation is greater for the first and second estates than for the third, the two first-named stools must inevitably seek to introduce the practice of tribute in respect of the cultivation of permanent crops. The position, therefore, of the individual cocoa farmer in Wassaw would seem to be that not only as elsewhere in the Colony is the communal tenure a too slight guarantee for the protection of his enterprise, but that he stands in dread of a system of taxation based on economic conditions other than those which his industry has produced.

INTERNAL POLITICAL AFFAIRS.

Wassaw Amenfi.

11. No untoward circumstances are presented by purely native politics in Wassaw Amenfi. A claim to a considerable portion of the lands of the division was made by Kwajo Adu, Odikro of Akyease, a small village subject to the stool of the Asafohento of Afransez. Interesting facts as to the early movements of the Wassaw Amenfis were adduced, and the relationship of the particular claimant family to the stool family of Koranche Abo (Krinjabo), a division in the Ivory Coast, was disclosed. The claim was not without ancient historic foundation, but in the light cast by inquiry it is clear that long established occupation would render it void both in common justice and in law. An examination of the evidence in this

matter might cause one forthwith to dismiss its serious consideration from the arena of practical politics, but the claim appears to be little more slender than many others laid to land in the divisions under review, and it is hoped that the investigation may prevent the institution of a frivolous action in a court of law.

12. The succession to the stool of Asankra-Bremang has been in dispute, but a judgment of the Supreme Court apparently determines the issue and the successful party, who has the support of the Omanhene and people, has been advised to apply through the usual channels for confirmation of his election and installation.

14. A regrettable number of land disputes between the various subordinate stools are before the courts. The discords and attrition which these cause is not abated by the law's delays, while the entirely disproportionate expenses in which on this account the various stools are involved not only directly retard the development of the country by the discouragement of individual effort (a condition which the institution of heavy local monetary levies induces), but they tend further to render the office of chief unacceptable to suitable men, and the long enforced absences from their villages of the Asafohento concerned results in the ultimate weakening of the office itself. Ill-kept roads, poor houses, and depopulation of the villages is the visible result of this tribal bankruptcy. Petitions, urgent though they were, for the removal of these cases to a more eligible tribunal could not be entertained as proceedings before the courts have in all cases been instituted. Amongst the various disputes mentioned, that pending between the paramount stools of Wassaw Amenfi and Wassaw Fiase with regard to land in the vicinity of the confluence of the Mansi and Ankobra rivers is likely to have the most far-reaching results.

23. It has been necessary to deal with the question of land at some length, for no portion of the Colony has been so torn asunder by disputes as to its ownership, and the condition of the two Wassaws when compared to most of the other divisions of the Colony cannot be considered to be satisfactory. A reference to enclosures D. and E., which are extracts from the evidence to which special attention should be drawn, will show how strong a feeling against the processes of the Supreme Court is abroad. The high proportion which the alienation of land is capable of yielding to the paramount stool in return for a merely nominal loss, and the mineral wealth of certain portions of the country have doubtless inspired litigation which in more happy circumstances might have been averted, but it is doubtful if these are the only causes of inspiration. Whatever be the cause or causes the effect at least is patent and, while the condition of the villages is generally indicative of a want of prosperity, there can be little doubt that nearly every stool is indebted to an amount for the redemption of which there is but slender hope. One pauses to reflect whether the economic conditions induced by constant litigation are materially better than those left by the internecine wars which it has replaced. The land question has had so marked an effect upon local conditions that it is necessary to bring any points connected with it into high relief, and again and again in the evidence are passages coloured with reference to the procedure of the Supreme Court in matters relating thereto, and it is imbued with expressions of dissatisfaction on this account. Its passages are punctuated with complaints and with petitions for the establishment of what the witnesses consider a more suitable tribunal for the determination of these cases, and on the morning of my departure from Bense the assembled chiefs of Wassaw Fiase begged that causes of this nature might be conducted as they are in Ashanti. Neither the complaints nor the pleas can be overlooked and, if the statement made by Mr. Ben Kofi in Enclosure E is true, it appears that action under the Native Jurisdiction Ordinance does little in practice to remedy matters. In this context it must be remembered that the judicature is to these people simply the machinery provided by the Executive to perform expeditiously and effectually certain clear

duties to the community. In this naked state alone, disrobed of association and tradition, can it appear in the native eye. The cardinal question is whether this machinery adequately meets the demands of local needs. A Commission of Inquiry into the affairs of an inarticulate community must in some degree cast upon the Commissioner the mantle of a spokesman, but if in this context one counts the personal views of the witnesses as dust in the balance; if one holds that their utterances are fired by an unwarranted belief in the alleged rapacity of the agents of the law, in an unwarranted belief in the alleged privileges of those agents; there still remains for the Executive the fact that this question of adequacy must carry weight. The matter, doubtless, is one too comprehensive to treat appropriately within the confines of the present report, but the terms of reference include an inquiry into the native affairs of Wassaw, and with these affairs it would be impossible to deal with an eye blinded to this aspect of the condition of the divisions. While it is not within my province or power to advance proposals in the direction of a remedy for an unhappy state of affairs, it is a very clear duty to lay bare the position of things; which the inquiry reveals; for even if that position is distorted or exaggerated, the evidence at least is indicative of a living grievance which calls for ally. So far as this report is concerned it must be left at that.

FRANCIS CROWTHER,
Secretary for Native Affairs.

9th January 1914.

Enclosure 2 in No. 38.

Enclosure D.

EXTRACT FROM NOTES OF EVIDENCE.

Kwasi Hyako, Asafohene of Abina-Abina.

The stool land was given to me by the Omanhene to settle on; no one has had any dispute with me with the exception of the Denkeras. On account of the dispute with the Denkeras the matter was taken to Cape Coast Court, and I was indebted for 6,000l. The Omanhene paid 3,000l.; the rest I paid. Lawyers and clerks got this.

Kwamin Bessayin (Omanhene of Wassaw Amenfi) recalled. We do not like the lawyers at all. We refuse to give our land to Ashanti, but now our town is being spoilt by these quack lawyers. The court has cost me much money and we have gained nothing by it.

I have a land palaver with Nteful Essel of Fiase, it is before the court; the land is near Pampai concession. The case is before the High Court, and I earnestly wish you to settle it. I am plaintiff; I brought the action; it will cost me more than 3,000l. or 4,000l. The lawyers postpone the cases so as to get more money. They always ask for refreshers. Lawyer Sam, of Cape Coast, is mine, and Leung at Secondee. Christian also and Lawyer Addo, Lance Miller also who has gone on leave. The case was started just after Christmas. I have been to Secondee twice; first time I kept two months, second time three months. It has been postponed several times. It costs me a lot all the time I am there; I have to feed them. I am not satisfied with the way cases are conducted in court. We wish that the Government would allow Omanhene to settle cases of their own, that is, for a third Omanhene to be called in. If there is a District Commissioner he may bring in a lawyer, and that we do not like. I put this before the Commissioner of the Western Province at Secondee. I pointed it out to Vroom, District Commissioner, long ago; he told me he will think about it after I reminded him and he said I must take it to the High Court; that is why I took it to court. If he had taken interest in the matter this would not have happened. I would thank you very much if the Government would appoint someone, some special officer who would deal with our land cases without lawyers, he could be helped by an Omanhene if necessary. Kwasi Nyako told you yesterday he said he was indebted to the amount of 6,000l. It is really more, but he fears to say so, and he is a small chief. The land that brought this dispute is not worth 6,000l. at all. The country is spoilt

through this, and for this the roads are bad. If it were not for these debts I could stay in my country and look after it. Most of my chiefs are in Secondee about land cases; if they had been here they could have looked after their towns. It is a point of honour for a native to look after the land. In olden times if a land dispute came an oath was taken. There is a certain medicine connected with a stool, called odum. The parties who swear the oath must drink this; after that the matter is brought before the Omanhene to decide it. They used to decide it well without trouble; the one who made a false statement would be killed by this odum. Nowadays we are being killed by lawyers. If a small matter arises they instigate you to bring it to court and get it postponed again and again for their refreshers, and we earnestly ask you to help us. At present Kwajo Ado here is claiming land owned by his forefathers 200 years ago; many years past. If you had not come he would have taken it to Secondee in the hands of lawyers, and thereby great expenses would have been incurred. That is why the chiefs go to Cape Coast to get the Government to allow the Omanhene to decide cases in their divisions. For instance, here is Atta Ba: his son may rise up and claim the land that has been given by me, and lawyers will get all; this is only a figure, Kwasi Nyake is on his land; Yamfuri may rise up and claim the land. Such things cause our poverty.

Odum is the most important medicine we have. Page 21A.

Since the lawyers introduced lying into this place anyone to whom one wants to give odum runs away and hires a lawyer. . . . I want the Government to make some arrangement by which we, the Omanhene, may decide the land cases of their Asafohene. Now the Asafohene go to the lawyers, who ruin them. The lawyers are quacks (hunu anase Gyan). If this man Kwajo Ado had gone to Secondee and brought action against me and Boaten, it would have cost me 6,000l. The practice has caused the ruin of our town. Sometimes it happens that the judge who decides the case knows nothing of the natives. . . . Sometimes the clerk who acts as interpreter does not thoroughly understand our Fanti, and by misinterpreting what one says a lawyer may get one point and hush you down when you are talking. You are not allowed to talk freely in the courts. Someone jumps up and calls stop! stop! and you cannot explain yourself well. That is why we would rather go to Cape Coast to let the Omanhene settle matters so that things need not be taken to court. I think it would be advantageous if you arranged for all the Omanhene in this neighbourhood to meet with you, or some big white men present; it would be a very good thing. I would thank you greatly if this could be arranged; it would help us to keep out of the lawyer's hands. We had a good Commissioner called Philbrick, but he has gone. He used to send matters to the Omanhene's court, and he himself used to come and listen to the proceedings, and that we found a good way. If a case comes before the court one party wins, and directly that is done the lawyer for the losing side instigates an appeal so as to get a refresher, and this is an important point which I wish to put before you. This causes much debt and costs. At present the land owned by my forefathers any common man can now rise up and claim it, and I beg you to assist me to get some other way of settling things, so that our towns may be good, as in the time of our forefathers. You see all my people are poor. We have to sell land to pay the debts. Sometimes my Asafohene sell land without telling me. The young men (merante) help with contributions; to get the money they have to go and work as labourers in mines, or the railways, and farms are neglected and there is little food.

Enclosure E.

Ben Kofi (representative of stool of Simpa, Wassaw Fiase). There is a land palaver between Dompim and Simpa. The case has been before the Omanhene's court, in November 1912. He gave judgment for Simpa, and the boundary was cut by Mr. Mercer, a qualified surveyor. Dompim refused to abide by the decision. They have not appealed to the Provincial

Benso, 24th
Sept. 1913,
page 37.

Commissioner. They went to a lawyer, Mr. Hayford; it is in respect of the same land. I know it is the same land. Mr. Leung and Mr. Adoo appear for me, Simpa. The case was called last Monday. Mr. Hayford told the court that a new man was put on the stool (of Dompim), and applied for an adjournment, and no date has been fixed. I have been in Secondee for a month and a half; it has cost me about 300l. The surveyor took 95 guineas, Leung charged me 100 guineas, and Adoo 100 guineas. There are also my own expenses. My counsel have copies of the Omanhene's judgment. My lawyer did not get up and tell the court that the case was heard. I was annoyed, but a common man cannot speak in the court when he employs counsel. Leung told me that I must wait, as a new chief was put on the stool of Dompim. Adoo was not in the court. I know that I can appear without a lawyer, but if I did that I should be stopped. Some lawyer for the other side would get up and talk about the law; I should be stopped; I do not know the law, so I must employ a lawyer. I am in possession of the land in dispute. The case is Kwaku Mkroma v. Kwao Kesse and J. B. Kofi; it was called on the 22nd September. That is not the first time it has been called; it has been called three times. The first I was not present, and the plaintiff was sick. The next time the plaintiff was dead, and they could not judge the case. I have paid each of my lawyers 50 guineas, and I have 100 guineas more to pay. If you do not throw your money away you cannot save your land. The stool is not in debt, but to meet the expenses I shall have to get a loan. Mr. Reed, at Axim, has promised me the money at 10 per cent. I am giving logs in security. The logs are now lying under an injunction of the court.

The plaintiff claims 500l. damages for trespass, and has obtained an injunction to prevent the sale of the logs lying on the land.

Kobblina Ango of Mansu (on behalf of the regents of the paramount stool of Wassaw Fiase).

The High Court brings us into debt; it comes in this way: Say that piece of timber is mine and this man says it belongs to him. This man goes to Secondee and employs a lawyer. The lawyer charges him

money before anything is done; after that I must do the same. If I take two lawyers the other man does the same and takes two as well. When the case is fixed it will be at least six months, before it has come out of the courts it will be five years, and the lawyers say each time, "Bring me more money," "Bring me fresh money." This lasts for years. At present Upper Wassaw has brought a case against Lower Wassaw. A case has been heard, and several times, and always the lawyers advise you to appeal. They do not tell you when you have lost the case, but for money's sake they tell you to appeal. The lawyers do not explain the position of the case to the chiefs at all. In this case (Oppon v. Lower Wassaw) lawyer Hayford charged the Omanhene 250l., and the case has not come on at all. In addition to this one the great expenses of travelling, first, the train fares; the lodging at Secondee for many days; we have to buy water, all our food and firewood. Then when you get to court you cannot tell the thing that would at once settle the palaver. The lawyers arrange for the adjournments without consulting you. Then you have to take 100l. or so from a money lender, and you get a debt of a further 50l. that is, for two months. To pay this you must go to another money lender who wants more interest, and so it goes on. There are many money lenders. "Litigation" makes the Coast people rich. We give security deeds and land papers, and so on. At last when we get into court for the hearing of the case it is bad; the opposite counsel do not let you say the right word, but go about asking questions which are of no value to the case. At times we are satisfied with the procedure in a Commissioner's court; you are easy, you get freedom of speech because you can tell all that you want to say, but it is not the same in the High Court. Almost all the stools of Wassaw are in debt for this. I owe about 300l.; the Omanhene's I do not know, it is so large. It will be too much to count at once; it is against the custom to tell. Simpa owes about 400l., Dompim about 1,000l.; all stools owe money. Some has gone to the lawyers, some to the money lenders, some for food stuffs: it is due to litigation. If it were not for litigation chiefs would stay in their villages and look after their roads. In olden times it was not like this. We do not like it at all. All of us are against it.

No. 39.

5809.

GOLD COAST.

The DEPUTY GOVERNOR to the SECRETARY OF STATE.

(Received 16th February 1914.)

(No. 59.)

Government House, Accra,
27th January 1914.

SIR,

WITH reference to Sir Hugh Clifford's telegram of the 6th instant* and to your despatch No. 11 of the same date,† relative to the proceedings in the Supreme Court with regard to the concessions of Apol, Limited, I have the honour to transmit, herewith, in accordance with the request made in your telegram of the 5th of January,† a copy of Mr. Justice Gough's judgment dated the 13th idem in the case of Inquiry No. 1254—Sekondi.

2. Sir Hugh Clifford reported in his telegram of the 6th of January,* that the Law Officers, in view of Mr. Justice Gough's judgment, had withdrawn intervention in certain other cases of Messrs. Apol's concession inquiries then pending, and I attach for your information a copy of the proceedings in six concessions inquiries (Nos. 2119-2124) held at Winnebah by Mr. Justice Hawtayne between the 15th and 18th of December last. It will be observed that in each case the Judge granted a conditional Final Order for the issue of a Certificate of Validity.

3. The Acting Attorney General has under consideration a draft amendment of the Concessions Ordinance with a view to remedying the defect in the law disclosed by these judgments; but I do not propose, in

the absence of the Governor on tour, to bring a Bill before the Legislative Council.

I have, &c.

H. BRYAN,

Deputy Governor.

Enclosure 1 in No. 39.

AT A CONCESSIONS COURT HELD AT SECONDEE ON
FRIDAY SEPTEMBER 19TH, 1913, BEFORE HIS
HONOUR MR. JUSTICE F. H. GOUGH, SENIOR
PUISNE JUDGE.

Concession Enquiry No. 1254 Secondee,
"Kwesem'ten."

Mr. McKay for Claimants, Joseph Crossfield and Sons.

Mr. Adams, acting Solicitor General, for Attorney General, who intervenes.

Mr. McKay says the concession has been conveyed and the plans are in court.

Solicitor General says intervention is under section 14 of Concessions Ordinance. Says if claimants are allowed to have their concession certified they will exceed the amount allowed by section 20, sub-section 2.

Concession is for collecting palm kernels.

A company called Apol, Limited, hold concessions containing 39·076 square miles.

The present claimants are agents of Apol, Limited, or their interests are such as to be the same as Apol, Limited. I ask if Apol, Limited, and Crossfield are limited liability companies.

* 708, not printed.

† 37002, not printed.

Mr. McKay says they are.

Solicitor General does not accept this statement.

Mr. McKay admits that Apol, Limited, have concessions to the extent of over 39 miles and under 40.

Solicitor General ask me to say that it is the duty of the claimants to show that they are not exceeding the limits of area of concession.

Mr. McKay says the intervention amounts to an allegation of fraud. Onus to prove the fraud lies on the parties asserting it. Cites *Bullivant v. Attorney General for Victoria, L.R., A.C., 1901, 196, Simmonds v. Registrar of Probates, A.C., 1900, page 323.*

Solicitor General says he makes no allegation of fraud; he says he is here to see the Ordinance is complied with.

Decision reserved.

Agreed that my decision in this case will decide the Enquiries 1255 and 1259.

F. H. GOUGH,
19th September 1913.

Concessions Enquiries Nos. 1254, 5, 9.

I agree to hear Mr. McKay further.

The Solicitor General says he has no further argument to offer.

F. H. GOUGH,
23rd September 1913.

AT A CONCESSIONS COURT HELD AT SECONDEE ON MONDAY SEPTEMBER 27TH, 1913, BEFORE HIS HONOUR MR. JUSTICE F. H. GOUGH, SENIOR PUISNE JUDGE.

Concession Enquiries 1254, 5, 9.

In accordance with my promise I agree to hear Mr. McKay further.

He cites section 20, subsection (2), of Concessions Ordinance, 1900. Crossfield and Company and Apol, Limited, are separate entities. They could have frequently with full knowledge certified concession owned by subsidiary companies, e.g., The Wallis Company, Limited, who had acquired option, then lease, and, when Certificate of Validity were required, divided their holdings among nine subsidiary companies, and the holdings of the subsidiary companies were certified by the Courts. There are other instances.

The intervention should not succeed on proper construction of the Ordinance. Section 20, subsection (2), limits the ordinary rights of a subject and is a penalising clause. Such an Ordinance as this must be construed very strictly. Constituting "Corporation" for person in section 20, subsection (2), "No Corporation &c." the claimants are within the law. A person could assign surplusage of concession to a relative.

There is a connection between the companies but not so close a one as Solicitor General contends. Does not admit Apol, Limited, were created for the purpose of evading the Ordinance, but if this is so Crossfield and Company have not violated the law. Both companies should be allowed to hold up to the maximum limit.

Cites again *Bullivant* and *Others v. Attorney General for Victoria, A.C. H.L. 1901, page 196.*

Cites again *Simmonds v. Registrar of Probate, A.C. 1900, page 323.*

Cites also *Yorkshire R. Wagon Company v. Maclare, 21 Ch. D., page 309 (1882).*

Judgment reserved.
29th September 1913.

AT A CONCESSIONS COURT HELD AT SECONDEE ON THURSDAY THE 23RD DAY OF OCTOBER, 1913, BEFORE HIS HONOUR MR. JUSTICE F. H. GOUGH.

Concession Enquiries 1254, 1255 and 1259, Secondee. { On notice of intervention by Attorney General (From page 722 ante.)

By Court.—Application of Solicitor General refused, Mr. McKay assuring me and undertaking to satisfy me that claimant companies are separately incorporated.

F. H. GOUGH,
Judge,
23rd October 1913.

Concession Enquiries No. 1254, 1255 and 1259, Secondee, *vide* page 731.

Mr. McKay produces certificates of incorporation of Joseph Crossfield and Sons, Limited, Claimants herein, and Apol, Limited, the Company referred to in Attorney General's intervention.

Put in.

I am satisfied that Joseph Crossfield and Sons, Limited, and Apol, Limited, are separately incorporated. Mr. McKay asks for Certificate of Validity in 1254. Certified plans produced.

Affidavit of Giles Hunt produced, dated 6th January 1913.

Certificate of Validity to issue.

Draft Certificate of Validity to be submitted.

F. H. GOUGH,
13th January 1914.

Enclosure 2 in No. 39.

AT A CONCESSIONS COURT HELD AT WINNEBAH ON MONDAY, DECEMBER THE 15TH, 1913, BEFORE HIS HONOUR LIONEL E. HAWTAYNE, JUDGE.

Concession Enquiry No. 2121 Cape Coast.

Frank Wheeler Plane, Agricultural Concession.

Mr. McKay for Applicant, *Erasmic Company, Limited*, Assignees through Apol, Limited, from Frank Wheeler Plane.

Notice of Concession filed 23rd July, 1912.

List of documents filed 24th September, 1912.

Assignment dated 19th February, 1912, filed 24th September, 1912.

Gazette Notice No. 94, of December 14th, 1912.

Postings in Courts:—

Cape Coast	-	-	24th September, 1912.
Axim	-	-	28th October, 1912.
Sekondi	-	-	1st October, 1912.
Elmina	-	-	4th October, 1912.
Accra	-	-	5th October, 1912.

Mr. McKay concession to obtain fruit of palm-oil trees, growing and cultivating rights, to build, clear, make farms and use water. Exception taken by Court as ousting native rights. Mr. McKay lays over affidavit as to this point.

John Buckman Essuman Gwira, sworn on Bible, I am a qualified surveyor. I was in Government Survey Department for some years and I have been surveying concessions since 1900 for myself and Government. I am native of the Colony. I surveyed a concession near Elmina, called the Frank Wheeler Plane Concession, on behalf of Apol. I went on the land and completed the survey. I have sent plans to be certified by Director of Surveys. The content of this land is about 12 square miles. There are several families interested in the land. They are Egnafu lands, Bremang lands, Abreheah lands, which is divided into plots, viz., Kobina Afful and another, Ewusie. I have distinguished those plots on my plan and I have shown areas of each one separately.

Intua, sworn, called his linguist, Boni Awiye, sworn, I am linguist to Chief Intua. About two years ago Chief Intua entered into a lease with a white man, Plane. That lease was for palm bearing land near Elmina. I was present when lease was executed and I made my mark. The lease covered lands of Egnafu, Bremen, and Abreheah. Plane paid certain sums of money—50l.—and we agreed to lease land for 39 years and an annual rental of 36l. per year. The lease was read over to us by one Bentill and lease was signed in presence of Mr. Bartlett, the District Commissioner, I understand the Company is to manufacture oil from our palm trees, but we are to take what palm nuts we require for ourselves. The Company are not to interfere with our farming and we are not to destroy palm trees and we can use the land for hunting and firewood as before. We are quite satisfied and wish the Company to come.

Kwaku Dadzi, representative of Kwaku Asimah, Chief of Bremang, sworn. I have been sent here by the Chief to represent him. I know about 2 years ago that the Chief of Bremang and other Chiefs leased certain lands to Plane. My Chief agreed to that lease and still agrees to that lease. I heard evidence of last witness. What he said is true.

Quamina Assebill, as representative of Ewusie, sworn. I am Councillor of Eguafi. The Chief has sent me here as to lease of land. I remember my Chief and others executing lease with Plane. I signed my mark to that lease. That deed was explained to us in presence of District Commissioner by his clerk, Bentili. I have heard evidence of the two previous witnesses. I agree with what they said.

Andoh-Wilson, sworn. I am Registrar of Divisional Court, Central Province. I know Sam Daniel Bentili. He was Registrar at Elmina. I know his handwriting. I see the document. I see his signature as having interpreted that document and also as a witness to signatures and receipt of money. Mr. Bentili is dead. I know that of my own knowledge. Document tendered admitted, "A."

J. A. Brew, sworn. I am a planter and trader residing at Dixcove District. I remember witnessing document with regard to lands at Elmina. That document was about palm concession. It was a supplementary document. I see this document. It is signed by me as witness to signature of E. Trevor, tendered, admitted, "B." (Expenses allowed to witness 14l. 9s. 9d.)

Adjourned *sine die* for production of plan and for publication in Gazette.

LIONEL E. HAWTAYNE,
Judge.

AT A CONCESSIONS COURT HELD AT WINNEBAH ON THURSDAY THE 18TH DAY OF DECEMBER, 1913, BEFORE HIS HONOUR LIONEL E. HAWTAYNE, JUDGE.

Concession Enquiry 2121, Cape Coast.

I certify that all the conditions of section 11 of Ordinance 14 of 1900 have been complied with and the case is adjourned for production of the Official Gazette and for the plans to be laid over.

Order for Survey under section 18.

LIONEL E. HAWTAYNE,
Judge.

Concession Enquiry No. 2119, Cape Coast.
Winnebah Estates No. 4.

Mr. McKay. Form of lease same as in 2121, Cape Coast. Affidavits laid over and correspondence with Secretary of State.

Notice of Concession filed 4th July 1912.

List of Documents filed 24th September 1912.

Copy of Assignment dated 19th December 1912 filed 31st January 1913.

Gazette Notice page 945 of 1912.

Postings in Courts:—

Cape Coast	- -	24th September 1912.
Axim	- -	28th October 1912.
Secondee	- -	1st October 1912.
Elmina	- -	4th October 1912.
Accra	- -	5th October 1912.

William Rose. I have been representing a group of companies in this Colony for the last two years and I have taken up five concessions for those companies. These concessions are known as Winnebah Estates 1, 2, 3, 4 and 5 and they are situate in this district. I personally negotiated with the grantors of all these concessions. I had assistance of one or two native clerks. I speak and understand Fanti. I had several meetings with the different Chiefs and their subchiefs and Councillors. I explained to them the nature of the grants my company wanted. Last year I got a grant of a concession, Winnebah Estates No. 4. Chief Quami Adabu, Chief of Stool of Andamba, granted the concession. I see this lease. I saw the various people who have signed it make their marks and I witnessed their marks at a date subsequent. I had a meeting with the grantors of lease for No. 4 and also of No. 5; that was in about June 1913. The people were not satisfied with the original lease because they had seen some new leases which did not throw certain burdens on them. I explained to them that I personally could not add these two clauses to the agreement and it could only be done by the Judge. They said they were quite satisfied if this was done. I have had recent interview with them and the whole purport of the leases has been explained to them again. This evidence as to No. 4 applies also to No. 5. The lease is dated 2nd May 1912. Consideration money was 85l. it was paid.

Joseph Akka Brew, sworn. I am a trader. I live in Dixcove District. I have been employed by Mr. Rose negotiating for concessions. In Nos. 1, 2, and 3 I did the interpretation of the Deeds and Nos. 4 and 5 I interpreted at a subsequent meeting. I see this lease of No. 4. I know the grantors; some of them were present when I explained the lease. I have recent meeting with them with Mr. Rose. They have expressed themselves satisfied with the lease provided the terms are made the same as Nos. 1, 2, and 3.

Quamin Adabu, sworn, according to his religious belief, in Fanti. I am Head Chief of stool of Andamba. I know the last two witnesses. I remember with my people making a lease with Mr. Rose. The lease gave the Company power to collect nuts and if we chose we could collect palm nuts and sell. We leased the land for 99 years. I was paid 85l. as consideration money and I am to get rent as arranged in the agreement. The grantors can hunt, get firewood, carry on farms, and take what palm fruit they require for their own use. I am quite satisfied.

Kofi Archwang, sworn, according to his religious belief, in Fanti. I am Councillor to last witness. I know Mr. Rose and Brew. I remember taking part in a lease with Mr. Rose. I made my mark. I have heard the evidence of the chief the last witness. I am satisfied with the lease. I know as Councillor that all the people of the stool are agreed.

Lease tendered admitted, "A."

Mr. McKay lays over plans certified by the Director of Surveys and three tracings, B, B', B'. Final Order for Certificate of Validity granted to William Gossage and Sons, Limited, subject to formal withdrawal of intervention by the Attorney General.

LIONEL E. HAWTAYNE,
Judge.

Concession Enquiry No. 2120, Cape Coast.

Winnebah Estates No. 5.

Notice of Concession 4th July 1912.

List of Documents 24th September 1912.

Assignment filed 31st January 1913.

Gazette Notice page 946 of 1912.

Posting:—

Cape Coast	- -	24th September 1912.
Axim	- -	28th October 1912.
Secondee	- -	1st October 1912.
Elmina	- -	4th October 1912.
Accra	- -	5th October 1912.

William Charles Rose, sworn. I am in employ of a group of companies. I negotiated concession Winnebah Estates No. 5 with Qwesi Budu, Chief of Ateki in Winnebah District. I see the lease, dated 2nd May 1912. This is the lease I entered into with the Chief and his people. It was explained to them and they signed it in my presence. I signed it as a witness. I had a subsequent meeting with the grantors and I explained that when they came to Court the provisions would be modified. Consideration was 50l. Lease tendered admitted, "A."

Mr. Joseph Jeremy Quaye, sworn according to his religious belief. I am son in law to Chief Qwesi Budu and I have been sent to represent him. I know a lease was entered into by Qwesi Budu and his people. I have seen certified copy of the lease and I have been to meeting with Mr. Rose. I have explained the terms of the lease to the people. I am literate. I know this lease is not same quite as leases Nos. 1 and 2. It has been explained to me, and I to the people, that the terms of the lease would be changed by Judge to make them same as Nos. 1 and 2. The people are quite satisfied with the terms. I have told them what the rents would be, viz., 5l. per square mile. The rent will amount to 90l.

Kojo Ossam, sworn according to his religious belief. I am linguist to Chief Qwesi Budu. I know about concessions granted to Mr. Rose's Company. I have heard last witness's evidence. I agree with his evidence. The people of the stool agree.

Mr. McKay puts in plans certified by Director of Surveys and three tracings, B and B 1-3.

Final Order for Certificate of Validity granted subject to formal withdrawal of intervention by Attorney General.

LIONEL E. HAWTAYNE,
Judge.

Concession Enquiries 2123 and 2124.

Winnebah Estates Nos. 1 and 2.

No. 1. Notice of Concession filed 3rd July 1913.
List of Documents filed 12th August 1913.

Postings in Courts:—

Cape Coast - - - 22nd August 1913.
Axim - - - 24th October 1913.
Seccondee - - - 9th September 1913.
Elmina - - - 3rd October 1913.
Accra - - - 28th August 1913.
Gazette Notice, Page 965, 1913 (No. 68).

No. 2. Notice of Concession filed 3rd July 1913.
List of documents filed 12th August 1913.
Gazette Notice, Page 965, 1913 (No. 68)

Postings in Courts:—

Cape Coast - - - 3rd July 1913.
Axim - - - 24th October 1913.
Seccondee - - - 9th September 1913.
Elmina - - - 3rd October 1913.
Accra - - - 28th August 1913.

Mr. McKay applies as regards No. 1 for Certificate of Validity in favour of Messrs. Brunner Mond and Company. As in No. 2 on behalf of Joseph Crossfield and Sons, Limited.

J. A. Brew, sworn on Bible. I am planter and trader Dixcove District. I was employed by Mr. Rose on behalf of his Company to negotiate concessions. I negotiated concessions known as Winnebah No. 1 and No. 2. That was with Anshah Osam, Chief Edjumaku, and his people. I see this document; it is the lease of No. 1 Concession and this is the lease of No. 2. I interpreted both documents to the grantors. The people thoroughly understood. I explained the matter in detail. I see the people's names on No. 1. I saw them make their marks and I witnessed their marks. I also saw the people make their marks to No. 2 lease and signed as a witness. Consideration for No. 1 was 60*l.* and 25*l.* and on No. 2 55*l.* and 25*l.*

Amusah Osam, sworn according to his religious belief. I am Head Chief of Edjumaku. I know Mr. Rose and Brew. I and my people entered into two leases with Mr. Rose in June, 1913. Mr. Brew explained the leases to us and also one Sey explained them. The leases give Mr. Rose's Company power to gather palm nuts and plant trees and we are to have fruit for our own use. All my people are satisfied with the terms of both agreements. The monies under the leases have been paid. In case of No. 1 rent is to be 5*l.* per square mile and the same in No. 2.

Kudjoe Buabin, sworn. I am one of the people and sub-chief of Yankumassie. I know Mr. Rose and Mr. Brew. I know this lease as to Concession No. 1. I touched pen to that lease. I have heard last witness's evidence and I agree. We are all satisfied.

Kwamin Kuma, sworn according to his religious belief. I am subchief to Amusah Osam of Mankromoo. I know Rose and Brew. I signed a lease as to Con-

cession No. 2. I have had terms of lease explained to me and I and the people are satisfied. Leases concession No. 1 admitted "A" and No. 2 "B."

Final Order for Certificate of Validity subject to plans and 3 tracings in each concession being laid over and also subject to formal withdrawal of intervention by Attorney General.

LIONEL E. HAWTAYNE,
Judge.

Concession Enquiry 2122, Cape Coast.

Winnebah Estates No. 3.

Notice of Concession filed 8th March 1913.
List of documents 10th June 1913.
Gazette Notice Page 439 of 1913.

Postings in Courts:—

Cape Coast - - - 10th June 1913.
Axim - - - 25th June 1913.
Seccondee - - - 19th June 1913.
Elmina - - - 25th June 1913.
Accra - - - 20th June 1913.

J. A. Brew, sworn. I am planter and trader Dixcove District. I have been employed by Mr. Rose's Company to get concessions. In February 1913 I negotiated for concessions Winnebah Estates No. 3. A lease was executed between Chief Quamin Teni, Chief of Assin. I see this document. It is the lease dated 12th February, 1913. I read that document to the people and explained it. They understood it. They made their marks in my presence and I signed as a witness. Consideration was 100*l.* The area was estimated at 20 square miles; rental fixed 5*l.* per square mile. The people are quite satisfied. Lease tendered "A."

Quamin Teni, sworn according to his religious belief. I am Chief of Assin. I know Mr. Rose and Brew. I remember entering into a lease with Mr. Rose which was interpreted by Mr. Brew. It was for palm fruit. The Company was to take fruit but not to plant trees and my people could take what palm fruit they wanted. I signed a lease for 99 years. An annual rent was fixed. I am content if I get the same as the other Chiefs have got in their agreements.

Kojo Kwam, sworn according to his religious belief. I know Mr. Rose and Mr. Brew. I remember their making a lease. I was present and I signed my mark to that lease. Brew read it over and explained it and so did one Sey. The lease gave Rose's Company certain rights. We should collect fruit and sell it to Rose's Company; we to take what fruit we wanted to keep our farms and hunt. The Company were to collect fruit themselves. The Company were to plant. Quamin Teni was not present. He was represented.

Final Order for Certificate of Validity subject to plans and 3 tracings being laid over and subject to formal withdrawal of intervention by Attorney General.

LIONEL E. HAWTAYNE,
Judge.

No. 40.

GOLD COAST.

6881.

The DEPUTY GOVERNOR to the SECRETARY OF STATE.

(Received 23rd February 1914.)

(Confidential.) Government House, Accra,
Sir, 3rd February 1914.

In continuation of Sir Hugh Clifford's Confidential despatch of the 24th of July last,* I have the honour to transmit herewith:—

(A) A return of lands in the Gold Coast Colony which have formed the subject of notices in the Gazette for the half-year ended the 31st of December 1913.

(B) A return of agricultural and arboricultural concessions exceeding and not exceeding an area of one square mile in the Gold Coast Colony for the half-year ended the 31st of December 1913.

(C) A summary showing the total area under (A) and (B) up to the 31st of December 1913.

I have, &c.,
H. BRYAN,
Deputy Governor.

* See No. 30.

RETURN OF CONCESSIONS WHICH HAVE FORMED THE SUBJECT OF NOTICES IN THE GOVERNMENT GAZETTES FOR THE HALF-YEAR ENDING 31ST DECEMBER 1913.

Number of Concession Enquiry.	Grantor of Concession to whom Consideration Money paid.	Company, Syndicate, or Person claiming Concession.	Area.	Term.	Consideration.	Nature.
EASTERN PROVINCE.						
866 C	Chief of Pampanso, the head and legal representative of the family called and known as Mankatta Family of Pampanso, Eastern Akim, Kobina Korifa, Odikro of Apedwa, and Ofori Atta, Omanehene of Eastern Akim.	The National African Industries, Limited, of 59, Palace Street, Victoria Street, Westminster, London, S.W.	7 square miles; little more or less.	Document not yet filed	- - - - -	Agricultural Concession; various other provisions.
WESTERN PROVINCE.						
1280 C	Chief Kwesi Attabrah, of Essuasu	Francis Stanislaus Leung, of Secondee.	10 square miles	99 years from 2.5.1913.	Premium, 100 <i>l.</i> Rent, 12 <i>l.</i> a year	Agricultural and timber rights.
1281 C	Kweku Dadzie, Chief of Assorku, and others.	Thomas Whitehead, of England.	20 square miles	99 years from 28.9.1912.	Premium, 100 <i>l.</i> Rent to be 12 <i>l.</i> per annum. To be increased to 10 <i>l.</i> per annum per square mile, certified by Director of Surveys.	The rights of collecting the products of palm trees and of agriculture and arboriculture.
1282 C	Omanhin Attah Kwamin, of Anwhiasu.	Charles Seymour, of America.	20 square miles	25 years from 15.9.1913.	Premium, 100 <i>l.</i> , and 700 <i>l.</i> to be paid to creditors of grantor on his behalf.	Timber rights.
1283 C	Do. do.	Do. do.	20 square miles	25 years from 15.9.1913.	Do. do.	Do.
1284 C	Do. do.	D. C. Harris, of America	20 square miles	25 years from 15.9.1913.	Do. do.	Do.
1285 C	Do. do.	J. Crepps Wicliffe, of America.	20 square miles	25 years from 15.9.1913.	Do. do.	Do.
1286 C	Cudjoe Tsin, of Egyaa Kaah	Victor Lamb, of America	20 square miles	20 years from 21.5.1907 (date of Lease in Concession Enquiry, No. 948 (Axim)).	Premium, 200 <i>l.</i> , in addition to premium of 800 <i>l.</i> mentioned in Lease in Concession Enquiry, No. 948 (Axim).	Do.
CENTRAL PROVINCE.						
2123 C	Ansah Osam, the Chief of Gomoa Edjumaku, his elders and people.	William Gossage and Sons, Limited.	12 square miles	99 years from 2.6.1913.	Consideration money, 85 <i>l.</i> Occupation Rent, 6 <i>l.</i> , to be increased to 5 <i>l.</i> every square mile or part thereof, after grant of certificate of validity.	The rights of collecting the products of palm trees and of agriculture and arboriculture.

2124 C	Ansah Osam, the Chief of Edjumaku, his elders and people.	Do. do.	11 square miles	Do.	Do. do.	Do. do.
2125 D	Kojo Ettuah, Chief of Amamua. Kwow Beninbah, Chief of Kwekweni Abma.	Gold Coast Development Syndicate, Limited.	North, 1 mile; South, 2½ miles; East, 1½ miles.	99 years from 8.7.1912.	Consideration money, 100 <i>l.</i> Occupation Rent, 12 <i>l.</i> Mining Rent, 300 <i>l.</i>	The rights to search for, win, work, dig, get, dispose of, and carry away petroleum and all other minerals and other substances.
2126 C	Qwaw Dooku, Chief of Abronsah. Quacoe Akanee, Tufuhin of Commenda, Kwesi Nyami, Chief of Commenda, Cudjoe Awotchie, Chief of Dominassi.	Lewis A. Smart	20 square miles	99 years from 31.7.1913.	Consideration money, 1 <i>l.</i> and 100 <i>l.</i> , Occupation Rent, 12 <i>l.</i> , to be increased to 2 <i>l.</i> 10 <i>s.</i> per square mile on commencing clearing and planting, and to 5 <i>l.</i> per square mile per annum on shipping produce.	The rights of collecting palm fruits and of agriculture and arboriculture.

SUMMARY.

Province.	A. Area of Mining Concession other than those in D.	B. Area of Mining Concessions which include Timber or other Rights.	C. Area of Timber or other Concessions not being Mining Concessions.	D. Area of Concessions for Petroleum or other Mineral Oils.	Total.
			<i>Lease.</i>		
Eastern - -	Nil	Nil	7 square miles	Nil	7 square miles.
Western - -	Nil	Nil	130 square miles	Nil	130 square miles.
Central - -	Nil	Nil	43 square miles	1 × 2½ × 1½ miles	43 square miles. 1 × 2½ × 1½ miles.
Total - -	Nil	Nil	180 square miles	1 × 2½ × 1½ miles	180 square miles. 1 × 2½ × 1½ miles.

Options.

Nil.

RETURN FROM DEEDS REGISTRY OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS OF AREAS EXCEEDING ONE SQUARE MILE FOR THE HALF-YEAR ENDING
31st DECEMBER 1913.

Grantor of Concession to whom Consideration paid.	Party to whom Concession granted.	Area.	Term.	Consideration.	Nature.	Reference to Register.
Ansah Osam, the Chief of the Stool of Gomoa Edjumarku, his elders and Councillors.	William Gossage and Sons, Limited.	12 square miles	99 years from 2.6.1913.	Premium, 85 <i>l.</i> ; rent before certificate of validity shall have been granted, 6 <i>l.</i> per annum, and after the grant of such certificate of validity an annual rent of 5 <i>l.</i> in respect of every square mile or part of a square mile.	Arboricultural and Agricultural.	Book No. 3 of 1913, page 181, No. 296/1913.
Do. Do.	Do. Do.	11 square miles	Do.	Premium, 80 <i>l.</i> ; rent before certificate of validity shall have been granted, 6 <i>l.</i> per annum, and after the grant of such certificate of validity an annual rent of 5 <i>l.</i> in respect of every square mile or part of a square mile.	Do.	Book No. 3 of 1913, page 186, No. 297/1913.
George Sosu, Chief of Adafia in the district of Quittah.	Volta River Coconut and Produce Company, Limited.	5 square miles	50 years from 8.10.1912.	Earnest money, 20 <i>l.</i> ; occupation rent, 25 <i>l.</i> per annum, and 306 <i>l.</i> per annum during actual operations cultivating and working on the said lands.	Do.	Book No. 3 of 1913, page 201, No. 309/1913.
Chief Yao Dabanka of Tafu	Ishmael Crankson	92.8 acres or 145 square miles	99 years from 26.11.1912.	6 <i>l.</i> 5 <i>s.</i> as preliminary yearly rent for 5 years, and 12 <i>l.</i> 10 <i>s.</i> per annum as full agricultural rent after 5 years.	Agricultural	Book No. 3 of 1913, page 213, No. 323/1913.
Quaw Dooku, Chief of Abeonsah, Quaco Akanee Tufuhene of Commenda, Kwesi Nyami, Chief of Commenda, Cudjo Awotchie, Chief of Dominasi.	Lewis Anderson Smart	20 square miles	99 years from 31.7.1913.	Premium, 1 <i>l.</i> , and further sum of 100 <i>l.</i> to be deposited with the Provincial Commissioner pending approval of H.E. the Governor, and occupation rent 12 <i>l.</i> per annum, such to be increased to 2 <i>l.</i> 10 <i>s.</i> per annum per square mile whenever the lessee shall commence clearing and planting on a commercial scale, and to 5 <i>l.</i> per annum per square mile when the lessees shall commence shipping produce from this land on a commercial scale.	Arboricultural and Agricultural.	Book No. 5 of 1913, page 183, No. 431/1913.
Kwesi Attabroh, Chief of Essuasu, his elders and people.	Francis Stanislaus Leung	20 square miles	99 years from 2.5.1913.	Premium, 100 <i>l.</i> ; occupation rent, 12 <i>l.</i> per annum. If mines and minerals are discovered, occupation rent, 12 <i>l.</i> per annum and 100 <i>l.</i> per annum on the commencement of regular mining operations.	Do.	Book No. 4 of 1913, page 289, No. 494/1913.
George Sosu, Chief of Adafianu in the Quittah district.	Colonial Business and Finance, Limited.	4½ square miles	50 years from 1.11.1913.	Premium, 250 <i>l.</i> ; occupation rent, 24 <i>l.</i> per annum and 250 <i>l.</i> per annum during actual working operations cultivating and planting on the said lands payable by equal half yearly payments of 125 <i>l.</i>	Agricultural	Book No. 6 of 1913, page 1, No. 520/1913.
John Samson Djan, Chief of Aburi, and others.	Cecil Britten Eric Best	10 square miles	30 years from 31.12.1913, renewable for	Premium, 25 <i>l.</i> ; annual rental, 2 <i>s.</i> per acre	Arboricultural and Agricultural.	Book No. 5 of 1913, page 309, No. 530/1913.

Joseph Bossman of Lower Town, Prampram.	Colonial Business and Finance, Limited.	About 7 square miles.	a further term of 21 years calculated from the termination of this present lease. 99 years from 29.11.1913.	Premium, 450 <i>l.</i> ; occupation rent, 12 <i>l.</i> per annum, and rent after active operations, 100 <i>l.</i> per annum.	Agricultural	Book No. 5 of 1913, page 318, No. 572/1913.
Chief Effi Inkruma of Assarkor in Chama district, his elders and people.	James Stephen Price	10 square miles	99 years from 27.8.1913.	Premium, 50 <i>l.</i> ; rent for active and profitable operations, 100 <i>l.</i> per annum. The first payment of 50 <i>l.</i> to be made at the expiration of six months from commencement of such operations. The yearly rent of 12 <i>l.</i> only shall be paid when regular active and profitable operations shall cease or be in abeyance. The lessee further agrees to pay the lessor 250 <i>l.</i> as follows, namely, one half of 250 <i>l.</i> shall be paid on the issuing of an order of survey by the Concessions Court and the remaining half to be paid 2 weeks after the commencement of the regular active and profitable operations in respect of such concession.	Arboricultural and Agricultural.	Book No. 6 of 1913, page 149, No. 575/1913.
Edward Teye Pabitey of Kotoku Makah.	Colonial Business and Finance, Limited.	10 square miles	50 years from 8.12.1913.	Premium, 500 <i>l.</i> ; rent before active operations, 24 <i>l.</i> per annum. Rent for active operations, 150 <i>l.</i> per annum.	Do.	Book No. 6 of 1913, page 169, No. 583 of 1913.

SUMMARY OF ABOVE CONCESSIONS.

Description.	Area.
Agricultural	156½ square miles.
Arboricultural	Nil.
Agricultural and Arboricultural	98 square miles.
Total	<u>254½ square miles.</u>

RETURN FROM DEEDS REGISTRY OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS OF AREAS NOT EXCEEDING ONE SQUARE MILE FOR THE HALF-YEAR ENDING 31ST DECEMBER 1913.

Nil.

SUMMARY OF ABOVE CONCESSIONS.

Description.	Area.
Agricultural - - - - -	Nil.
Arboricultural - - - - -	Nil.

SUMMARY OF RETURN OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS EXCEEDING AND NOT EXCEEDING ONE SQUARE MILE.

Description.	Area exceeding One Square Mile.	Area not exceeding One Square Mile.	Total.
Agricultural - - - - -	156½ square miles	Nil.	156½ square miles.
Arboricultural - - - - -	Nil.	Nil.	Nil.
Agricultural and Arboricultural	98 square miles	Nil.	98 square miles.
Total - - - - -	254½ square miles	Nil.	254½ square miles.

Enclosure 3 in No. 40.

AREAS OF LAND COMPRISED IN CONCESSIONS.

Description.	Area as at 30th June 1913.	Area for Half-Year 31st December 1913.	Total.
Leases - - - - -	2,754·685 square miles, 169·64 acres.	180 square miles, 1 × 2½ × 1½ miles.	2,934·685 square miles, 169·64 acres, 1 × 2½ × 1½ miles.
Options - - - - -	876·75 square miles	Nil.	876·75 square miles.
Conveyances - - - - -	20 square miles	Nil.	20 square miles.
Agricultural and Arboricultural Concessions.	1,460·342 square miles, 54·38 acres.	254½ square miles	1,714·842 square miles, 54·38 acres.

No. 41.

GOLD COAST.

9334.

The DEPUTY GOVERNOR to the SECRETARY OF STATE.

(Received 17th March 1914.)

(No. 125.)

Government House, Accra,
24th February 1914.

SIR, I HAVE the honour to acknowledge the receipt of your despatch No. 861 of the 16th of December last,* in which you request to be furnished with copies of certain judgments in two cases referred to in a minute of Mr. Townsend's and other judgments bearing on the principle involved in those cases. You also request that you may be furnished with a copy of the judgment in the case *Obobi v. Solomon*.

2. I now transmit, for the information of the West African Lands Committee, judgments in the under-mentioned cases:—

(i) *Christian Akutei Azzu v. Abudu Akardiri or Acardi.*

(ii) *C. A. Azzu v. J. C. Cooper.*

(iii) *Atta Kwaku v. Okai Kofi.*

The Acting Attorney-General informs me that he believes that Mr. Townsend referred to one of these three cases in his minute dated the 15th of April; but there is some doubt as to which the Attorney-General definitely had in mind. You may consider it desirable, therefore, to consult Mr. Townsend, who is now on leave of absence, in the matter.

3. I also transmit, in accordance with your request, a copy of the judgment† in *Obobi and Wiapa v. Solomon* and another.

4. I have to add that the Acting Attorney-General (Mr. Maude)* is endeavouring to find other judgments bearing on the question at issue which may be of use to the Committee.

I have, &c.,

H. BRYAN,

Deputy Governor.

Enclosure 1 in No. 41.

In the Supreme Court of the Gold Coast Colony, Eastern Province, at the Full Court held at Victoriaborg, Accra, on Tuesday the 13th day of August 1912, before Their Honours Sir Philip Crampton Smyly, Knight, Chief Justice, and Mr. Justice Gough.

Christian Akutei Azzu v. Abudu Akardiri or Acardi.

Judgment.

This is an appeal from the decision of the Provincial Commissioner of the Eastern Province affirming a decision of the tribunal presided over by Konor the Honourable Mate Kole, of Many Krobo. The action is one of trespass on land, and the Native Tribunal, and then the Provincial Commissioner, sitting as an Appellate Court decided in favour of the Plaintiff, and the Defendant brings his appeal direct to the Full Court as provided by the Native Jurisdiction

* 23688, not printed.

† Enclosure in No. 22.

Amendment Ordinance. Six grounds of appeal were filed by the Defendant appellant, and he was permitted by this Court to add a seventh, which in effect is only a variation of the sixth, and that amounts substantially to this; that where an interest in land is transferred by a transaction which is evidenced by a document, the Native Tribunal has no jurisdiction to try a dispute arising out of such a transaction. It was also contended on behalf of the Defendant appellant that the document on which the Plaintiff relied, though prior in date of execution and registration to the document on which the Defendant relied, yet the document on which the Plaintiff relied not being under seal should yield precedence to the document on which the Defendant relied, as the latter was under seal. The latter contention was urged as indicating that if a British Court had heard the case, its decision must have been in favour of the Defendant. It was also urged that there was no evidence that the interest which the Plaintiff acquired was transferred with the customary formalities of native law. In our opinion the Defendant has misconceived the essential point of the whole matter, and in stating our reasons for disagreeing with all the Defendant's contentions so far mentioned we are able to deal with them all by one principle. The land on which both the Native Tribunal and the Provincial Commissioner have found there was a trespass (and on the question of fact as to this there was no serious argument before us) is situated within the area over which the Konor of Many Krobo has jurisdiction. We are bound to regard as land subject to the ordinary incidents of native customary law, to its possible rights and possible obligations under native customary law. It cannot be contended, and it was not contended, that before the document of 1876, on which the Plaintiff respondent relied, that the land in question was not held by native tenure. We are invited by the appellant's counsel to say that the fact the respondent's rights were transferred to him in writing takes away all jurisdiction from the Konor's tribunal, or a similar matter from any Native Tribunal. To Native Tribunals by local ordinance are assigned jurisdiction over disputes concerning land held by native tenure, with provisos enabling such disputes in certain cases to be heard by the British Courts. The law, the English law, as laid down by local ordinance *a priori* requires disputes of this kind to be heard by the Native Tribunals. In the present case we are invited by the appellant to say that from the moment any transfer of an interest in land held by native tenure is effected or purports to be effected by writing the Native Tribunals have no jurisdiction, and from this contention it logically follows that from such date an interest in land previously held by native tenure ceases to be held by native tenure. The far-reaching consequences of a judicial decision to that effect can readily be imagined. We think that the appellant's contention is based on a confusion between inexpediency and illegality. It is quite possible that a Divisional Court in a case involving a dispute as to land held by native tenure might refrain from referring it to a Native Tribunal, or if such dispute had begun in a Native Tribunal, a Provincial Commissioner might refer it to the Court, if either had good reason for thinking the dispute had to be decided on documentary evidence, but that is a very different thing from saying that in such a case a Native Tribunal has no jurisdiction. It follows from our opinion that even if the native authorities with the progress of civilisation prefer to rely on written evidence of transfer of an interest in land held by native tenure rather than on the proved observance of some customary ceremonial, we should not regard this as fatal to the Plaintiff's case. The absence of such observance was suggested to the Court by appellant's counsel. We notice however that the Konor, who is at once an important chief and an educated man, by his judgment found that the applicable native custom had been followed in this case. The cases quoted by the appellant's counsel with regard to the application of English laws between natives do not appear to apply to the question we have to decide. The only other ground of appeal urged upon our attention by the appellant was that the Provincial Commissioner had admitted hearsay evidence, *i.e.*, a statement made to the Plaintiff by his son as to something said to him by

the Defendant. There was other evidence, which was not hearsay, in support of the claim the Plaintiff wished to establish, and we do not consider that on this ground of appeal the decision of the Provincial Commissioner should be reversed. This appeal must be dismissed with costs, 15*l.* 15*s.*

CRAMPTON SMYLY,
F. H. GOUGH.

Enclosure 2 in No. 41.

In the Supreme Court of the Gold Coast Colony, Eastern Province, at the Full Court held at Victoriaburg, Accra, on Monday the 24th day of February 1913, before their Honours Sir Philip Crampton Smyly, Knight, Chief Justice; Lionel Edward Hawtayne, Judge; and Ernest Charles Watson, Judge.

C. A. Azzu v. J. C. Cooper.

Judgment.

In this case, on the 30th of November 1876, the Plaintiff, Azzu, bought certain lands from Atta of Nuaso Krobo, and a document was drawn up.

This document was not under seal. After Atta's death Narta Atta Ata's successors sold this land to Joseph Odonkor Attaa Cooper, the Defendant in this action.

No document was made by Narteh, but about three years after Narteh's death, his sister Ablah Atta executed a conveyance of this land to the Defendant, which has been registered.

The case was tried originally before the Konor of Krobo's Tribunal, who gave judgment for the Plaintiff.

It then went before the Provincial Commissioner on appeal, who upheld the decision of Konor.

The case for the defence is—

(1) That the Konor's Tribunal had no jurisdiction to try the case, documents being involved.

This question was decided by the last Full Court against the Defendant's contention, and we are of the same opinion, namely, that the mere existence of documents in a case does not of itself do away with the jurisdiction of the Native Tribunal.

(2) That by reason of these documents the parties have contracted themselves out of any native law or custom, and agreed that the obligations in connection with the transaction should be regulated exclusively by English law; with the result in this case that the properly executed conveyance from Ablah Attah to Defendant would take precedence over the document not under seal from Ata to the Plaintiff.

Mr. Redwar in his book "Comments on Gold Coast Ordinances," p. 76, describes how the Courts of this Colony have endeavoured to give effect to the manifest intention of imperfect writings between natives rather than to their form.

We are of opinion that there is not sufficient evidence before us that the Plaintiff and Atta agreed that their obligations under this sale of land should be regulated exclusively by English law.

In our opinion the Court of first instance had jurisdiction to decide whether there was a sale of these lands or not. That Court has decided that there was a valid sale to the Plaintiff, and that the subsequent sale to the Defendant was illegal. That Court has been upheld by the Provincial Commissioner, and we see no reason to dissent from their conclusions.

Appeal dismissed with costs, 18*l.* 8*s.* 9*d.*; Court below to carry out.

CRAMPTON SMYLY, C.J.
LIONEL E. HAWTAYNE, J.
E. C. WATSON, J.

Enclosure 3 in No. 41.

In the Supreme Court of the Gold Coast Colony, held at Victoriaborg, Accra, on Monday, the 10th day of November 1913, before His Honour Sir Philip Crampton Smyly, Knight, Chief Justice.

Atta Kwaku v. Okai Kofi.

Judgment.

This case is an action for the recovery of certain lands. When it first came before the Court after hearing the openings I referred to under the provisions of the Native Jurisdiction Ordinance to the Native Tribunal, but was induced, on motion to review by the Defendant, to review that decision and retain the action in this Court, on the affidavit of the Defendant that his title was purely documentary. The case having been re-listed has now come on for hearing; both parties have ignored their previous openings and have

re-opened the case. The Plaintiff now contends on the authority of *Azzu v. Odonkor* and *Azzu v. Acadiri*, decided by the Full Court, that this Court is bound to refer the case to the Native Tribunal. This contention I do not agree with, as all those cases decided was that the mere fact of documents having passed between the parties did not of itself oust the jurisdiction of the native chiefs. I have much more difficulty over the Defendant's re-opening, by which instead of his title being documentary it appears a complete sale according to native custom took place and it was only subsequently when the parties came to Accra that they made a deed which was registered in December 1893; under the circumstances I do not see any other alternative than to refer this case to the Native Tribunal. The Defendant to have the costs up to date.

CRAMPTON SMYLY,
Chief Justice.

No. 42.

GOLD COAST.

10775.

The DEPUTY GOVERNOR to the SECRETARY OF STATE.

(Received 23rd March 1914.)

[Answered by No. 43.]

(Confidential.)

Government House, Accra,
6th March 1914.

SIR,

IN continuation of Sir Hugh Clifford's Confidential despatch of the 18th of August last,* I have the honour to transmit to you Returns showing the area of lands alienated under Certificates of Validity in the Gold Coast Colony and Ashanti up to 31st of December 1913.

2. A reference to Table V. of the enclosures hereto shows that the nett increase in the total area so alienated during the second half of last year amounts to 65,358 square miles. The increase in the Colony was 73,938 square miles, from which area must be deducted 8,580 square miles in Ashanti in respect of

which Certificates have been determined during the period under review.

3. I take this opportunity to acknowledge the receipt of your telegram of yesterday's date, in which you inform me that it is not clear from my despatch of the 3rd ultimo† what is the total area in the Gold Coast Colony definitely and finally alienated up to the end of December last either under Certificate of Validity or under the Order in Council of 1906. The enclosure to this despatch will, I trust, supply the information you require, the total area alienated in the Colony being 1,084,012 square miles.

I have, &c.,

H. BRYAN,
Deputy Governor.

Enclosure in No. 42.

RETURN OF LANDS ALIENATED UNDER CERTIFICATES OF VALIDITY UP TO DECEMBER 31ST, 1913.

TABLE I.

Summary.

Province.	Square Miles.				
	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral.	(e) Total Land alienated.
Western - - - -	388·021	162·956	231·329	141·148	923·454
Central - - - -	7·342	—	—	—	7·342
Eastern - - - -	133·286	19·930	—	—	153·216
Total Colony - - -	528·649	182·886	231·329	141·148	1,084·012
Ashanti - - - -	114·817	318·747	—	—	433·564
Grand Total - - -	643·466	501·633	231·329	141·148	1,517·576
Total 1912 - - -	631·517	471·525	208·028	141·148	1,452·218
1913 Increase + - -	+11·949	+30·108	+23·301	+0	+65·358
„ Decrease - - -	—	—	—	—	—

Area of Colony = 24,400 square miles.

Area of Ashanti = 24,300 square miles.

* 31417, not printed.

† Not printed.

‡ No. 40.

TABLE II.
LAND ALIENATED UNDER CERTIFICATES OF VALIDITY IN SUCCESSIVE YEARS.
COLONY.

Year.	Square Miles.					Remarks.
	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral Oils.	(e) Total.	
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	82·164	22·939	—	—	105·103	C. of V. 163 cancelled in 1913.
1906	15·695	10·000	15·000	—	40·695	
1907	29·953	2·105	3·332	—	35·390	
1908	20·639	4·819	33·583	—	59·041	Varied by C's. of V. 289, 290, 291, 292, 293, 294, 295, 296 of 1913.
1909	—	40·305	105·615	—	145·920	
1910	22·717	21·288	1·366	—	45·366	
1911	38·360	20·112	2·136	141·148	201·756	
1912	108·573	9·984	12·440	—	130·997	
1913	18·069	2·582	57·857	—	78·508	
	528·649	182·886	231·329	141·148	1,084·012	Total Colony.

NOTE.—The above return is a true one for the 31st December 1913, i.e., variation orders granted subsequent to the original Certificates have been added and deducted, and cancelled Certificates have been deducted.

TABLE III.
LAND ALIENATED UNDER CERTIFICATES OF VALIDITY IN SUCCESSIVE YEARS.
ASHANTI.

Year.	Square Miles.					Remarks.
	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral Oils.	Total.	
1897	100·000	—	—	—	100·000	Ashanti goldfields.
1906	—	60·000	—	—	60·000	C's. of V. 3 and 6 cancelled in 1913.
1907	—	142·190	—	—	142·190	C. of V. 11 cancelled in 1913.
1908	—	62·940	—	—	62·940	C. of V. 24 and 27 cancelled in 1913.
1911	5·00	10·000	—	—	15·000	
1912	—	43·617	—	—	43·617	
1913	9·817	—	—	—	9·817	
	114·817	318·747	—	—	433·564	Total Ashanti.

NOTE.—The above return is a true one for the 31st December 1913, i.e., variation orders granted subsequent to the original Certificates have been added and deducted, and cancelled Certificates have been deducted.

TABLE IV.
INCREASE AND DECREASE, 1913.

Square Miles.					Remarks.
(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral Oils.	Total.	
18·069 9·817	2·582 —	57·857 —	— —	78·508 9·817	Table II. Table III.
27·886 —	2·582 + 34·556	57·857 — 34·556	— —	88·325 —	Variation orders.
27·886 — 15·937	37·138 — 7·030	23·301 —	— —	88·325 — 22·967	C's. of V. cancelled.
+ 11·949	+ 30·108	+ 23·301	+ 0	+ 65·358	True increase—Table I.

TABLE V.
INCREASE AND DECREASE, 1913, IN SQUARE MILES.

COLONY.

---	(a)	(b)	(c)	(d)	Total.
Total area, 1912 - - -	515·150	145·748	208·028	141·148	1,010·074
1913 - - -	528·649	182·886	231·329	141·148	1,084·012
Increase - - -	+ 13·499	+ 37·138	+ 23·301	± 0	+ 73·938
Decrease - - -	—	—	—	—	—

ASHANTI.

---	(a)	(b)	(c)	(d)	Total.
Total area, 1912 - - -	116·367	325·777	—	—	442·144
„ 1913 - - -	114·817	318·747	—	—	433·564
Ashanti, decrease - - -	— 1·550	— 7·030	± 0	± 0	— 8·580
„ increase - - -	—	—	—	—	—
Colony, „ - - -	+ 13·499	+ 37·138	+ 23·301	+ 0	+ 73·938
Grand Total - - -	+ 11·949	+ 30·108	+ 23·301	+ 0	+ 65·358

No. 43.

10775.

GOLD COAST.

The SECRETARY OF STATE to the GOVERNOR.

(Sent 3.7 p.m. 25th March 1914.)

Telegram.

[Answered by No. 44.]

Referring to your Confidential despatch, 6th March,* Has no land been alienated without certificate of validity under Order in Council, 11th April, 1906?—HARCOURT.

No. 44.

11519.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 6.30 p.m. 27th March 1914.)

Telegram.

Your telegram March 25th.† No separate record kept. Area so alienated is, however, negligible.—CLIFFORD.

No. 45.

13459.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 13th April 1914.)

(Confidential.) Government House Accra,
SIR, 27th March 1914.

I HAVE the honour to acknowledge the receipt of the following telegram‡ which was despatched by you to me on the 13th instant:—

“ West African Lands Committee recommend immediate enactment of following Ordinance:—

“ From the date of passing of this Ordinance no tribal or other native authority shall alienate, grant, or dispose of any of the rights over land mentioned or referred to in the Concessions Ordinance or any Orders in Council made there-

under, and no further proceedings shall, except by express permission of the Governor, be taken under the Concessions Ordinance in respect of any concession which might have been pending at the date of this Ordinance.

“ Second part of this will require overwhelming proofs of necessity to justify it and will involve your Government in heavy claims for compensation, but first part appears to be called for and, subject to your views, should be proceeded with, as it is necessary to prevent creating fresh vested interests pending consideration of procedure to be recommended by Committee in place of Concessions Ordinance.

* No. 42.

† No. 43.

‡ 8841.

"Ordinance should provide that it would continue in force until day named by the Governor by notice published in Gazette and shall cease to be in force on the day so named."

2. At a meeting of the Executive Council which was held on the following morning I communicated this telegram to the members, and asked each of them to record his opinion in writing.

3. I also directed that Mr. C. H. Harper, the Commissioner of the Eastern Province, should be summoned to Accra in order that he—one of the most experienced of my administrative officers—should be able to aid me and the Council by his advice.

4. I now enclose copies of the written opinions of the members of my Executive Council and of Mr. Harper, which were read to and considered by the Council at a meeting which was held on the 21st instant. It will be noted that a complete unanimity of opinion prevailed among all the officers I consulted, and I may add that their views coincide with those which I have independently formed.

5. I accordingly on the 21st instant despatched to you a cipher telegram* of which the following is a paraphrase:—

"With reference to your telegram of the 13th instant, on the subject of the legislation which the Committee on West African Lands proposes should be forthwith enacted, after consulting the members of my Executive Council, and Mr. Harper, Commissioner of the Eastern Province, I find myself, with their unanimous support, on my present information, strongly opposed to the Committee's recommendation.

"This attitude, I am convinced, will be shared by every administrative officer of experience in the Colony.

"I know of no emergency at the present time which warrants the even temporary introduction of legislation of the kind recommended, which would be regarded by the entire native population as a blow aimed at their inalienable rights in their land, and as a direct breach of faith on the part of the Government. The loss of prestige which Government would suffer were this action to be taken would be fatal to the efficiency of our administration, and would destroy the at present growing confidence of the chiefs and people in the *bona fides* of the Government.

"I know of no temporary convenience or economical advantage which could in the smallest degree compensate Government for this.

"I earnestly hope that the proposal will be dropped, at any rate until I have had an opportunity of conferring with you."

6. I yesterday received from you your cipher telegram of that date,* of which the following is a paraphrase:—

"Land legislation. With reference to your cipher telegram of the 21st March, action need not be taken pending discussion with you after you have arrived in England."

7. Will you permit me here to record my great appreciation of the consideration which you have been so good as to show me in this matter.

I have, &c.
HUGH CLIFFORD,
Governor.

Enclosure in No. 45.

EXECUTIVE COUNCIL PAPER.

Your written opinion upon the following matter is desired by His Excellency.

CONCESSIONS ORDINANCE—AMENDMENT OF.

A. A. C. F.,
17th March 1914. Acting Clerk of Councils.

OPINIONS OF MEMBERS.

I do not think that any Ordinance should be passed which would do away with the vested rights of the native in West Africa.

E. H. TWEEDY,
17th March 1914. Acting Principal Medical Officer.

I think that it would be a mistake to cut off the rights of the natives by a temporary Ordinance, and without any knowledge of the considerations upon which the Lands Committee base their recommendations or the procedure it is proposed to adopt in future.

S. S. D.,
20th March 1914. Acting Treasurer.

"From the date of passing of this Ordinance no tribal or other native authority shall alienate, grant or dispose of any of the rights over land mentioned or referred to in the Concessions Ordinance or any Orders in Council made thereunder."

Such, apparently, is the form of legislation recommended by the West African Lands Committee for immediate enactment by the Governor and Legislative Council of the Colony.

In dealing with a question of such possibilities and of such a drastic nature as the above, I think anyone responsible for an opinion would wish to "sit down and think" for a very considerable period.

When, however, added to the possibility and effect of such an enactment, having regard to the explanations at various times given to the natives of this Colony and the conditions of land tenure existing and acknowledged so to exist by the Government, it becomes a difficulty that, I venture to think, would make most people hesitate.

One must, I think, from a legal aspect start with the fact that the natives of the Colony—tribal or otherwise—must be considered, as far as ownership is concerned, in land, to be units who, in the land they live in, have an ownership which is absolute. They are not, as in England, in the position of land owners who by the law are not considered, and in the idea of the law do not and cannot be, an absolute owner of land. It is an idea unknown to the English law.

It is true that a "fee simple" in land is to all intents and purposes the same thing, but at the same time absolute ownership is just a little more because unfettered by any legal fiction or otherwise.

Now, in dealing with a "fee simple," what does one find stated with regard to it—to quote merely from a text book.—(Williams—Real Property) (this is dealing with the value of the estate as compared with other lesser estates in land): "the unfettered right of alienation, which is now inseparably incident to this estate, is by far its most valuable quality."

By the enactment proposed, however, this "most valuable quality" incident to the ownership of land is to be stopped immediately.

This drastic invasion on the rights of ownership is to be carried out in spite of what has passed, and the acceptance of the native dread as to any "fundamental alteration in the rights of the natives"—an idea that has pervaded the minds of the natives of this colony to an extent that is hardly credible to any one who is not in more or less immediate contact with them.

In dealing with land cases and in hearing the litigations in connection with land I would like to put it on record that about the most noticeable trait in the character of the native here is his peculiar sensitiveness, jealousy and suspicion with regard to anything connected with his ownership and rights in his land. I cannot conceive any point that disturbs him more. Having regard to this, which it is very difficult to elaborate further, I should personally approach legislation of the kind outlined with very great reluctance.

I am unaware and I do not know that any one is at present in possession of either the full grounds upon which they may be based or the reasons for the recommendations now made by the West African Lands Committee, but I venture to say that legislation of the nature proposed without some "overwhelming

proof" after close consideration on the spot may prove to be little short of dangerous. I go so far as to say that, so far as the "prestige" of the "white man" goes, it would, in my opinion, be practically fatal.

2. I think that I have indicated my view on paragraph 1 of the Secretary of State's telegram, but I would also wish to take it in conjunction with paragraph 3.

"Ordinance should provide that it would continue in force until day named by the Governor by notice published in Gazette and shall cease to be in force on the day so named."

This drastic measure is, then, to be but temporarily in force, its duration at present unknown. The native mind is, in my opinion, quite capable of taking great exception and fright against this, and when taken together with the effect of the legislation I should anticipate very great trouble, and that trouble and state of uneasiness will be, I believe, a canker in his mind, recurring in an aggravated form upon its removal or cessation and render any subsequent legislation suspicious and unacceptable.

3. With regard to the claims for compensation referred to, on the particulars before me I am quite unable to form or express an opinion. The general dislocation of all business in connection with concessions and its possible results financially and otherwise are, in my opinion, such as to render it impossible, without detail, for any one having the honour to hold the position I do to offer an opinion. But to any financial loss attendant upon such legislation must also be taken into consideration the effect of the curtailment of the Courts which, perhaps as much as anything else in the whole matter, will affect the native mind.

R. A. MAUDE,
Acting Attorney General.

20th March 1914.

In despatch No. 532 of the 22nd December, 1899, Mr. Chamberlain wrote:—"While I consider it absolutely necessary for the Colonial Government to supervise grants of lands, so as to protect all parties against fraud and misrepresentation, to secure to them the rights given or reserved, to guard against results prejudicial to the public interests, and to obtain for the Government a reasonable income from profitable operations, at the same time I do not wish to make any fundamental alterations in the rights of the natives. . . .

"The native owner is left free, as now, to make his own bargain if he wishes to sell to a European, and the benefit of his bargain is not interfered with, but on the contrary more effectually secured to him."

The principles laid down in that despatch have for fourteen years been accepted by the natives of the Gold Coast; they have governed all dealings in concession lands; legal effect has been given to them; they have been frequently published in the Annual Report on the Blue Book, and are emphasised in Mr. Belfield's report. To sweep away suddenly those principles as proposed by the West African Lands Committee would be equivalent to a revolution; and the process would, at least, create acute feelings of unrest and root up confidence. At most, it might lead to riots, loss of life, and a serious set-back in material progress.

The question of rights in land is one in which, of all others, it behoves the Government to hasten slowly.

Yet in the Secretary of State's telegram of the 13th instant one learns that the West African Land Committee recommends immediate legislation which as regards land tenure, is a revolution. One wonders whether the Committee has learned anything of local conditions and local feeling; or whether they have learned and chosen to ignore.

We have no knowledge of the reasons which induced the Committee to make these drastic proposals. What principles have they enunciated? How are those principles legally to be made effective? In short, there is, in my view, nothing before the Government which would justify hasty legislation of the nature proposed—legislation which it is a commonplace to assert would be received with bitter resentment and active and passive resistance by the entire native community.

H. B.,
Colonial Secretary.

20th March 1914.

I note that with regard to the suspension of proceedings under the Concessions Ordinance pending at the date of the enactment of the proposed Ordinance it is pointed out that overwhelming proofs of necessity will be required. I apprehend that these proofs will be furnished in due course, and I assume, therefore, that the suspension of such proceedings is not the subject of immediate consideration by the Executive Council. I trust, however, that the heavy claims for compensation which are contemplated will not necessitate any curtailment of the railway policy of the Government.

With regard to the prohibition of the alienation, &c., by tribal and other native authorities, I observe no reference is made to overwhelming proofs or heavy compensation for the alienors or lessors. This omission suggests to my mind that for the moment the attitude of the native with regard to the ownership of his land has been overlooked, and his sense of logic and equity underestimated.

I am of opinion that the prohibition of alienation, &c., by tribal and other native authorities involves legislation of fundamental import to the natives of this Colony; that such legislation should not be discussed until the arguments in its favour have been submitted for the careful consideration of the Government, and can be explained to the Legislative Council and to the public outside the Council. Immediate legislation on the instructions as contained in the Secretary of State's cable of the 13th anticipates the concurrence of this Government in certain recommendations of the Lands Committee, and will inevitably lead to the charge of breach of faith from which it will be difficult, if not impossible, to defend the Government. I do not consider the Government should be committed to legislation that is revolutionary and appears confiscatory until it has had ample opportunity of giving full consideration to the Report of the Lands Committee.

Lastly, immediate or, if I may be allowed to say, hasty legislation as suggested in the cable will cause intense dissatisfaction and exasperation among the natives. With an official majority and the West African Frontier Force such legislation can, of course, be passed and more or less carried out, but legislation under certain conditions will lose to us the confidence of the chiefs, which I am optimistic enough to think we are acquiring, and thereafter it will take not years but generations to restore the prestige of British administration and faith in its pronouncements.

C. H. HARPER,
Commissioner, Eastern Province.

20th March 1914.

No. 46.

GOLD COAST.

14795.

THE GOVERNOR TO THE SECRETARY OF STATE.

(Received 1.35 p.m., 22nd April 1914.)

TELEGRAM.

For the information of West African Lands Committee. Total area of concessions struck out of the Court from 1900 to end of 1913 10,279 square miles.—CLIFFORD.

No. 47.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 18th May 1914.)

18171.

(No. 337.)

Government House, Accra,

1st May 1914.

SIR,

WITH reference to your despatch No. 53 of the 20th January 1914,* I have the honour to forward herewith, for the information of the West African Lands Committee, a certified copy of one of the judgments therein referred to, viz., that of Mr. Justice Nicol in Concession Enquiry No. 63, Axim.

2. I regret the delay which has occurred, and which is occurring, in the matter of furnishing you with copies of the judgments for which you have called. Reference to the minute, dated the 25th instant, addressed by the Chief Registrar to the Acting Attorney-General, of which I enclose a copy, will explain the reasons for this delay.

I have, &c.

HUGH CLIFFORD,
Governor.

Enclosure 1 in No. 47.

IN THE SUPREME COURT OF THE GOLD COAST
COLONY.

Axim.

18th April 1901.

(Coram Nicol, J.)

Concession Enquiry No. 63. (Cankin Bamoo.)

There is a question raised here which must be determined before the merits of this concession are gone into.

Here the claimant comes into court and asks that a writing which in its terms bears to be an absolute grant or conveyance by a native of certain lands therein mentioned should be certified under the Concessions Ordinance as a valid concession. The reason of this claim is obvious. The claimant is a miner, and he desires to commence mining operations on these aforesaid lands which he says were bought by him for mining purposes. Now under section 25 of Ordinance 14, 1900, if anyone "mines without first having obtained a concession granting him the right so to do from the chief or native having power to grant such right," he is liable in a very heavy penalty. It is evident, therefore, that the Legislature intended that every person mining must hold a concession. Consequently, the claimant asks that the aforesaid conveyance or grant may be held to be a concession, and that it may be certified as valid so that he may proceed with his mining operations. Therefore, the question arises, is a writing granted by a native bearing in its terms to be an absolute grant and conveyance of lands a concession within the meaning of the ordinance? In other words, does a concession include a conveyance? The meaning of the word concession is contained in section 2 of Ordinance 14, 1900, and is in these terms "Concession means any writing whereby any right, interest, or property in or over land, with respect to minerals, precious stones, timber, rubber, or other products of the soil, or the option of acquiring any such right, interest, or property purports to be either directly or indirectly granted or agreed to be granted by a native, but shall not include an assignment of a concession as above described."

Now, is a conveyance a writing "whereby, &c." (read)? Such rights, i.e., rights of mining, &c., are

not as a rule directly (that is, in express terms) mentioned or granted in a conveyance of lands. But are not such rights granted indirectly (i.e., not in express terms) in a conveyance of lands? *Prima facie* the owner of lands or of the surface of lands is the owner of the minerals underneath the land, and the grant which gives him the ownership of the lands gives him the right to the minerals underneath such lands, though they have not been granted in express terms.

After consideration I have come to the conclusion that a concession includes a written conveyance of lands by a native.

Now, if this view is correct, what effect has the Concessions Ordinance on this conveyance before the court and on similar conveyances? To answer this question we must look at what are the principal requisites, conditions, or qualities of a concession before it can be certified as valid. These are—

1. (Section 11 (6)) Natives' customary rights, &c., and in concessions dated subsequently to 10th October 1895.
2. Must not exceed 99 years (section 18).
3. Must not exceed a certain size (section 19).

Now, it is evident that an absolute conveyance of lands by a native cannot be certified as valid without considerable modification and limitation.

Then, has this court power under this ordinance to place such limitations or restrictions on the terms of such a conveyance that it may then be able to certify it as valid subject to these restrictions? I am of opinion that the Legislature has conferred such powers on this court, as I take it the ordinance has practically put *to (sic)* an end to natives absolutely dispossessing themselves of their lands and has laid upon the court the power and duty of so limiting an absolute conveyance or grant of lands by a native that—

1. The natives shall not lose their customary rights of cultivation, &c. over the land; and
2. That the natives after a certain limited time shall have their lands fully restored to them.

The court will now hear the evidence in support of the claim for a certificate of validity of this conveyance.

W. N.

Enclosure 2 in No. 47.

MINUTE BY THE CHIEF REGISTRAR (MR. WHITE).
HONOURABLE ACTING ATTORNEY-GENERAL,

Certified copy judgment of Mr. Justice Nicol in Concession Enquiry No. 63 (Axim), which I think is what is referred to, attached. The amendment of the Concessions Ordinance since the date of the judgment (18th April 1901) has resulted in the sections quoted being differently numbered in the new ordinances.

2. I have not yet got the full court judgment but will hand it to you as soon as it arrives.

3. I regret the delay in supplying you, but the reference in Mr. Pennington's judgment (*Anjidoho v. Markham*) was so vague, no names of parties, dates, or places of trial being given, and only the words "this" was decided by Nicol J., and upheld by the full court" being used. I applied to counsel engaged in the case in which the decision was referred to but they could give me no assistance.

25th April 1914.

A. W.

No. 48.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 7th October 1914.)

38577.

(Confidential.) Government House, Accra.

12th September 1914.

SIR,

IN continuation of Major Bryan's Confidential Despatch of the 3rd of February,† I have the honour to transmit returns prepared by the Chief Registrar

showing concessions which have formed the subject of notices in the Gazette, and of arboricultural and agricultural concessions, for the half-year ending the 30th of June 1914.

I have, &c.

HUGH CLIFFORD,

Governor.

* 2573, not printed.

† No. 40.

RETURN OF CONCESSIONS WHICH HAVE FORMED THE SUBJECT OF NOTICES IN THE GOVERNMENT GAZETTES FOR THE HALF-YEAR ENDING 30TH JUNE 1914.

Eastern Province.

Number of Concession Enquiry.	Grantor of Concession to whom consideration Money paid.	Company, Syndicate, or Person claiming Concession.	Area.	Term.	Consideration.	Nature.
876c	Joseph Bossman	The Colonial Business and Finance, Limited.	7 square miles	99 years from 29.11.1913	Premium, 450 <i>l.</i> Occupation rent, 12 <i>l.</i> per annum, and rent after active operations, 100 <i>l.</i> per annum.	The right to cultivate coconut trees and other products.
868c	George Sosu, Chief of Adafianu in the Quittab district, Gold Coast Colony, for himself and on behalf of his successors in title and interest either individually or collectively.	Do. do.	4½ square miles	50 years from 1.11.1913	Premium, 250 <i>l.</i> Occupation rent, 24 <i>l.</i> per annum, and 250 <i>l.</i> per annum during actual working operations, cultivating and planting on the said lands, payable by equal half-yearly payments of 125 <i>l.</i>	Do. do.

Western Province.

1287c	Chief Codjoe Amoo and sub-chief, Joseph Francis Ellis, both of Chairmie, in the district of Ahanta.	The Anibrá Trading Company, Limited, of 18, Eldon Street, in the City of London, England.	5 square miles	Document not filed.		Timber and rubber rights.
1288c	Chief Kweku Abaka of Aryaim.	James Amanhia Winney, of Bushua.	3 square miles (more or less).	99 years from 31.12.1913	Premium, 4 <i>l.</i> Rent, 12 <i>l.</i> per annum.	Agricultural.

Central Province.

2127c	Kofi Tsinasi of Abakrampa and Cape Coast.	The Scottish Co-operative Wholesale Society, Limited.	4 square miles	25 years, with the option of renewal for a further term of 25 years after the expiration of the said term of 25 years.	Premium, 100 <i>l.</i> , as an instalment of the price agreed to be paid at the rate of 75 <i>l.</i> per square mile, the final payment to be determined by the survey and measurement of the demised premises, and payment immediately upon receipt by the society of a certificate of validity in respect of the hereditaments and premises demised. Also an annual rent of 70 <i>l.</i> , payable at the rate of 17 <i>l.</i> 10 <i>s.</i> in respect of every square mile certified by the Director of Surveys.	The rights of collecting the products of palm trees and of agriculture and arboriculture.
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2128c	Sarah Abadoo and others of Cape Coast.	Do.	do.	4 square miles	25 years, with the option of renewal for a further term of 25 years after the expiration of the said term of 25 years.	Premium, 100L., as an instalment of the price agreed to be paid at the rate of 100L. per square mile or three-quarters of a square mile, the final payment to be determined by the survey and measurement of the demised premises and payment immediately upon the receipt by the society of a certificate of validity in respect of the hereditaments and premises demised. Also an annual rent of 80L., payable at the rate of 20L. in respect of every square mile or three-quarters of a square mile certified by the Director of Surveys.	Do.	do.
2,129c	Susan Arthur of Anamaboe	Do.	do.	5 square miles	25 years, with the option of renewal for a further term of 25 years after the expiration of the said term of 25 years.	Premium, 250L., as an instalment of the price agreed to be paid at the rate of 100L. per square mile or three quarters of a square mile, the final payment to be determined by the survey and measurement of the demised premises and payment immediately upon the receipt by the society of a certificate of validity in respect of the hereditaments and premises demised. Also an annual rent of 100L., payable at the rate of 25L. in respect of every square mile or three-quarters of a square mile certified by the Director of Surveys.	Do.	do.
2,130c	Kojo Esiam of Ayenasu Biseasi, in Ejumaku District of Saltpond.	Do.	do.	20 square miles	50 years, with the option of renewal for a further term of 50 years after the expiration of the said term of 50 years.	Premium, 500L., and a further sum of 750L. to be paid immediately upon the receipt by the society of a certificate of validity in respect of the hereditaments demised, and for the first five years, including one year's peppercorn, a rental of 70L. per annum, and thereafter during the remaining term of the lease 120L. per annum.	Do.	do.

SUMMARY.

		A.	B.	C.	D.		
Province.		Area of Mining Concessions other than those in D.	Area of Mining Concessions which include Timber or other Rights.	Area of Timber or other Concessions not being Mining Concessions.	Area of Concessions for Petroleum or other Mineral Oils.	Total.	
		<i>Leases.</i>					
				Sq. Miles.			Sq. Miles.
Eastern	- - - -	Nil	Nil	11.5	Nil	11.5	
Western	- - - -	Nil	Nil	8	Nil	8	
Central	- - - -	Nil	Nil	8	Nil	8	
Total	- - - -	Nil	Nil	27.5	Nil	27.5	

Options.

Nil.

RETURN OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS OF AREAS EXCEEDING ONE SQUARE MILE IN THE GOLD COAST COLONY FOR THE HALF YEAR ENDING 30TH JUNE 1914.

Grantor of Concession to whom consideration paid.	Party to whom Concession granted.	Area.	Term.	Consideration.	Nature.	Reference to Register.
Aryee Bontee, Mantse of Gbese and the principal members of his family.	Maximilian George Campbell Thompson, through his Attorney, John Eldred Taylor.	10 square miles -	21 years from 27th December 1913.	Premium, 275 <i>l.</i> Occupation rent, 20 <i>l.</i> per annum and 100 <i>l.</i> per annum during actual operations.	Agricultural and Arboricultural.	Book No. 2 of 1914, page 1, No. 9/1914.
John Tawiah, Kobina Aeku, Yaw Tarku and Kofi Aidoo.	Yaw Antony	6 square miles -	99 years from 13th December 1913.	Premium, 50 <i>l.</i> Occupation rent, 12 <i>l.</i> per annum and 100 <i>l.</i> per annum during regular operations.	Do. do.	Book No. 2 of 1914, page 6, No. 10/1914.
Edward Teye, Pabiety of Kotokumakah, in the Akwapim District.	Colonial Business and Finance, Ltd., through their Attorney, John Eldred Taylor.	3 square miles -	50 years from 19th December 1913.	Premium, 500 <i>l.</i> Rent, 24 <i>l.</i> per annum and 100 <i>l.</i> per annum from and after active operations.	Agricultural	Book No. 1 of 1914, page 56, No. 36/1914.
Aryee Bontey, Mantse (Chief) of Gbese, Teteh Mensah, Charbi Quaye and Joseph Pobee.	Walter Higginson Mason, Augustus Stanley Wyman, and Samuel Hughes, through their Attorney, John Eldred Taylor.	20 square miles -	50 years from 20th January 1914.	Premium, 500 <i>l.</i> Rent, 24 <i>l.</i> per annum and 200 <i>l.</i> per annum from and after active operations.	Do.	Book No. 3 of 1914, page 37, No. 133/1914.
Yao Intikora, Chief of Pampanse, the head and legal representative of the family called and commonly known as Mankatta family.	The National African Industries, Limited.	7 square miles -	99 years from 12th August 1913.	Premium, 15,000 <i>l.</i> , to be satisfied by allotment and 50 <i>l.</i> per annum as ground rent.	Arboricultural and Agricultural.	Book No. 3 of 1914, page 44, No. 137/1914.
Christian Lartey, of Npuehasem, in the Accra district.	Christian Josiah Reindorf, of Accra.	2 square miles -	50 years from 30th January 1914.	Premium, 20 <i>l.</i> , and an annual rental of 6 <i>l.</i> , to be increased to 20 <i>l.</i> on the erection of machinery to express the oil.	Do. do.	Book No. 1 of 1914, page 309, No. 159/1914.
Joseph Adotey, of Accra, in the Gold Coast Colony, West Africa.	Do. do.	5½ square miles -	50 years from 28th January 1914.	Premium, 50 <i>l.</i> , and an annual rental of 12 <i>l.</i> , to be increased to 50 <i>l.</i> on the erection of machinery to express the oil.	Do. do.	Book No. 3 of 1914, page 56, No. 160/1914.
Kobina Ampeli, Chief of Dedeimang, in the district of Accra.	Do. do.	3 square miles -	50 years from 30th January 1914.	Premium, 25 <i>l.</i> , and an annual rental of 12 <i>l.</i> , to be increased to 30 <i>l.</i> on the erection of machinery to express the oil.	Do. do.	Book No. 3 of 1914, page 61, No. 161/1914.

Moses Dsane, of Accra, in the district of Accra.	Do. do.	2½ square miles	50 years from 26th January 1914.	Premium, 25 <i>l.</i> , and an annual rental of 12 <i>l.</i> , to be increased to 60 <i>l.</i> on the erection of machinery to express the oil.	Do. do.	Book No. 2 of 1914, page 184, No. 172/1914.
Chief Kofi Tetchi Mensah and Chief Yaw Piprah, in Ashanti, Kobina Foli, Omanhin of Adansi, Ashanti, represented by Chief Kwesie Adai, being representative of the headmen, elders and people of Adansi.	Ashanti Plantations, Limited, by its Attorney, Harold Drewry.	10 square miles	99 years from 23rd December 1913.	Premium, 200 <i>l.</i> , and yearly rent of 100 <i>l.</i>	Agricultural and Arboricultural.	Book No. 2 of 1914, page 194, No. 175/1914.
James Allotey, of Accra, in the district of Accra.	Christian Josiah Reindorf, of Accra.	4 square miles	50 years from 12th February 1914.	Premium, 25 <i>l.</i> , and an annual rent of 12 <i>l.</i> , to be increased to 40 <i>l.</i> on the erection of machinery to express the oil.	Do. do.	Book No. 3 of 1914, page 85, No. 186/1914.
Joseph Ettuason Ellis and James Edwin Arthur.	Thomas Baker Johnston	20 square miles	99 years from 5th March 1914.	Rent, 1,000 <i>l.</i> per annum - - - -	Do. do.	Book No. 4 of 1914, page 130, No. 356/1914.
Do. do.	Do. do.	20 square miles	99 years from 5th March 1914.	Rent, 1,000 <i>l.</i> per annum - - - -	Do. do.	Book No. 4 of 1914, page 134, No. 357/1914.
Kojo Esiam, of the village of Beseasi Ayenasu in Edjumaku, in the Saltpond District, as the lawful successor and representative of the real estate of Kweku Sesie and Charles Andrew Okru, alias Kobina Okru, both deceased.	The Scottish Co-operative Wholesale Society, Limited.	20 square miles	50 years, with the option of renewal for a further term of 50 years after the expiration of the said term of 50 years.	Premium, 500 <i>l.</i> , and a further sum of 750 <i>l.</i> to be paid immediately upon the receipt by the Society of a certificate of validity in respect of the hereditaments demised, and for the first five years, including one year's peppercorn, a rental of 70 <i>l.</i> per annum, and thereafter during the remaining term of the lease 120 <i>l.</i> per annum.	Do. do.	Book No. 4 of 1914, page 144, No. 373/1914.
Mrs. Sarah Abadoo, and John David Ekem, Esquire.	Do. do.	4 square miles	25 years, with the option of renewal for a further term of 25 years after the expiration of the said term of 25 years.	Premium, 100 <i>l.</i> , as an instalment of the price agreed to be paid at the rate of 100 <i>l.</i> per square mile or three-quarters of a square mile, the final payment to be determined by the survey and measurement of the demised premises, and payment immediately upon the receipt by the Society of a certificate of validity in respect of the hereditaments and premises demised. Also an annual rent of 80 <i>l.</i> , payable at the rate of 20 <i>l.</i> in respect of every square mile or three-quarters of a square mile certified by the Director of Surveys.	Do. do.	Book No. 4 of 1914, page 150, No. 374/1914.

RETURN OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS OF AREAS, &c.—*continued.*

Grantor of Concession to whom consideration paid.	Party to whom Concession granted.	Area.	Term.	Consideration.	Nature.	Reference to Register.
Kofi Tsinasi - - - -	The Scottish Co-operative Wholesale Society, Limited.	4 square miles -	25 years, with the option of renewal for a further term of 25 years after the expiration of the said term of 25 years.	Premium, 100 <i>l.</i> , as an instalment of the price agreed to be paid at the rate of 75 <i>l.</i> per square mile, the final payment to be determined by the survey and measurement of the demised premises and payment immediately upon receipt by the Society of a certificate of validity in respect of the hereditaments and premises demised. Also an annual rent of 70 <i>l.</i> , payable at the rate of 17 <i>l.</i> 10 <i>s.</i> in respect of every square mile certified by the Director of Surveys.	Agricultural and Arboricultural.	Book No. 4 of 1914, page 156, No. 375/1914.
Mrs. Susan Arthur and Daniel Myles Abadoo (Senior).	Do. do. - - - -	5 square miles -	25 years, with the option of renewal for a further term of 25 years after the expiration of the said term of 25 years.	Premium, 250 <i>l.</i> , as an instalment of the price agreed to be paid at the rate of 100 <i>l.</i> per square mile or three-quarters of a square mile, the final payment to be determined by the survey and measurement of the demised premises and payment immediately upon the receipt by the Society of a certificate of validity in respect of the hereditaments and premises demised. Also an annual rent of 100 <i>l.</i> , payable at the rate of 25 <i>l.</i> in respect of every square mile or three-quarters of a square mile certified by the Director of Surveys.	Do. do. -	Book No. 4 of 1914, page 162, No. 376/1914.

Summary of above Concessions.

Description.	Area, Square Miles.
Agricultural - - - - -	23
Arboricultural - - - - -	-
Agricultural and Arboricultural - - - - -	123
Total - - - - -	146

RETURN OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS OF AREAS NOT EXCEEDING ONE SQUARE MILE, FOR THE HALF YEAR ENDING 30TH JUNE 1914.

Nil.

SUMMARY OF RETURN OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS EXCEEDING AND NOT EXCEEDING ONE SQUARE MILE.

Description.	Area exceeding One Square Mile.	Area not exceeding One Square Mile.	Total.
Agricultural - - - - -	23 square miles -	Nil	23 square miles
Arboricultural - - - - -	Nil	Nil	Nil
Agricultural and Arboricultural - - - - -	123 square miles -	Nil	123 square miles.
Total - - - - -	146 square miles -	Nil	146 square miles.

Enclosure 3 in No. 48.

AREAS OF LAND COMPRISED IN CONCESSIONS.

Description.	Area as at 31st December 1913.	Area for Half-year 30th June 1914.	Total.
	Sq. Miles.	Sq. Miles.	Sq. Miles.
Leases - - - - -	2937.450	27.5	2964.950
Options - - - - -	876.75	Nil	876.75
Conveyances - - - - -	20	Nil	20
Agricultural and Arboricultural Concessions -	1714.927	146	1860.927

No. 49.

GOLD COAST.

42088.

The GOVERNOR to the SECRETARY of STATE.

(Received 30th October 1914.)

(Confidential, A.) Government House, Accra,
SIR, 30th September 1914.

WITH reference to your Confidential Despatch of the 6th March 1911,* forwarding a copy of the Report of a Committee† which was appointed by Lord Crewe in May 1908 to enquire into conditions of land tenure and taxation in Northern Nigeria, I have the honour to forward, for your information, a copy of a letter dated August 3rd, 1914, from the Chief Commissioner of the Northern Territories, together with a report on the conditions regulating the tenure of land in the various Provinces and Districts of that Dependency.

2. I also attach, for your information, a copy of the letter dated July 1st, 1901, from the Governor of the Gold Coast (Sir Matthew Nathan) to which reference is made in the body of Captain Armitage's report.

3. Reference to the letter mentioned in the preceding paragraph and to the Northern Territories Mineral Rights Ordinance, No. 2 of 1904, will show you that the attitude assumed by Government with regard to land in the Northern Territories differs materially from that which has been taken up in the Colony. It will be seen, for instance, that Government assumed the right to grant concessions in certain circumstances in the Northern Territories and to exact direct payments therefor, though under Section 18(i) certain further payments are required to be made by the concessionaires at the rate of 2s. for each square mile "by way of disbursement to such native Chiefs or other native persons as in the opinion of the Chief Commissioner have by native custom any right to part of the profits derived from the land comprised in the "prospecting option."

4. This would seem to indicate that Government claims the right to control and to dispose of land in the Northern Territories without the consent of the Chiefs or other natives concerned if it considers it expedient to do so, and that it further claims the right to derive revenue from such transactions. That the natives may also have rights in the land so dealt with is also apparently recognised, though such rights do not, it would seem, include the right to refuse to allow a concession to be granted by Government.

5. In practice the Government in the Northern Territories has from time to time acquired such land as it needed for public purposes by right of its local authority, and that it is fully competent to do so without payment of compensation is, I think, generally recognised by the native population.

6. Turning now to the suggestion contained in paragraph 2 of your despatch under reply, I have the honour to inform you that I am unable to recommend that any attempt should be made to obtain revenue in the Northern Territories by means of land taxation. The native population in the Dependency are for the most part miserably poor, and any tax which was placed upon their land, no matter how low it might be, would only be paid by them with considerable difficulty, and in most localities would have to be collected in kind. The revenue which would result would be trifling, but the sense of grievance which the imposition of direct taxation of this description would engender would be serious; and I feel strongly that a land revenue system such as is in vogue in British India or in Malaya is wholly unsuited to the conditions of this very primitive population.

I have, &c.
HUGH CLIFFORD,
Governor.

* 7459/11 not printed.

† [Cd. 5102.]

Enclosure 1 in No. 49.

(Northern Territories, No. 479/216/1910.)

Chief Commissioner's Office, Tamale,
3rd August 1914.

SIR,

WITH reference to your letter dated the 11th March last, I have the honour to submit herewith a Report on the conditions regulating the tenure of land in the Provinces and Districts of this Dependency.

I have, &c.

C. H. ARMITAGE,

Chief Commissioner, Northern Territories.

The Hon. the Acting Colonial Secretary,
Victoriaburg, Accra.

I.—SYSTEM OF LAND TENURE OBTAINING IN THE NORTHERN TERRITORIES.

When dealing with the system of land tenure obtaining to-day in the Northern Territories it would be impossible to define concisely the conditions under which land is held by the natives as a whole, or, as in the case of Northern Nigeria, to consider the native rights to land under two heads only, *i.e.*, Mohammedan or Fulani and Pagan rule.

The Northern Territories is divided for administrative purposes into three Provinces—Southern, North-Eastern and North-Western. The first is occupied by the Gonja and Dagomba tribes and, on the right bank of the Volta River, by a small portion of the Brong tribe; the second by the Mamprussi, Kanjarga, Grunshi and Fra-Fra or Kussassie tribes; the third by the Wala, Lobi, Dagarti, Grunshi and Issala Grunshi tribes. I will deal with the systems of land tenure obtaining in these Provinces in the order named.

SOUTHERN PROVINCE.

Dagomba.—Before our occupation the whole of Dagomba was ruled over by the King of Yendi, but the boundary arbitrarily fixed between the British and German possessions threw Yendi and a portion of Dagomba into Togoland. The tribal lands in Eastern Dagomba belong to the stool of Karaga, and in Western Dagomba to the stool of Savelugu. The tribe is said to have come from Grunshi and to have settled on the, then, uninhabited lands they now occupy.

The system of land tenure obtaining in Dagomba is similar to that of Ashanti, all lands being vested in the stool. A native can farm any, and as much, previously unoccupied land as he likes, and holds it as long as it is kept under cultivation. Permission must be obtained from the Chief to erect any building on a farm, and the holder is expected to make presents of "first fruits" to the Chief. On his death the farm is divided; the Chief taking one half of the produce and the family of the deceased (who retain the land as long as it is kept under cultivation) the other. A native cannot sell or transfer his farm to another, nor can a stranger farm land without first obtaining the Chief's permission.

The discovery of gold or anything of value must be reported immediately to the Chief, and cannot be touched without the Chief's permission; it is considered to be the property of the representative of the stool.

Gonja.—This tribe, once a large and powerful kingdom under the paramount Chief of Yabum, a title still retained by the present occupant of the stool, with the Chiefs of Pombe (or Kombi) and Daboya as paramount in their respective districts, suffered in the past from internecine strife and the depredations of slave raiders such as Samory. Yeji and its lands were once under the stool of Kofabba, which was deprived of them without bloodshed by Kwaku Dua I of Ashanti. The origin of the tribe is unknown. A system of land tenure similar in every way to that of the Dagombas obtains among this tribe.

Brong.—An off-shoot of the Abesi Ashantis; this tribe settled on the lands on the right bank of the Volta, and, formerly under Ashanti, is now independent. Its system of land tenure is identical with that of Ashanti.

NORTH-EASTERN PROVINCE.

Mamprussi.—The kingdom of Mamprussi appears to have been founded simultaneously with that of Dagomba, and the "Na" of Mamprussi ruled over all

the lands comprising this province, and the whole of the Wa District. The Walas, however, asserted, and gained, their independence some two hundred years ago. The present "Na" has been proclaimed, and is recognised as, Paramount Chief of the Province.

The conditions of land tenure as affecting this tribe only are stated by the Acting District Commissioner, Gambaga (Captain C. J. Elkan), to be as follows:—

"All the land belongs by right absolutely to the King of Mamprussi. None of it has been captured by conquest since the establishment of the present kingdom, but a lot of country, practically the whole of the Wa District, once belonged to Mamprussi, but was captured from him about 200 years ago.

"3. The King of Mamprussi can sell or otherwise alienate any portion of the land, though this right has never, as far as I can discover, been exercised. He, however, has the power to do so without question.

"4. Mamprussi can take away any man's land and leave it to another man without giving any reason for doing so. This right is never exercised unless the owner of the land has not paid his rent to the Chief, or has committed some very serious offence. Although I have made a good many enquiries I can find no single case of a man's farm or land having been taken from him.

"5. In the same way land belongs absolutely to the Chiefs, who have the same power over their property subject to the prior right of the King of Mamprussi.

"6. In the ordinary course land is inherited from father to son. New land can always be acquired by the authority of the Chief on payment of a small present in kind, and once acquired always remains in the family, unless taken away as I have stated in paragraph 4.

"7. The following rent is paid to the Chief of the village irrespective of the size of the farm. Every year when the crops are gathered—

"One big basket of corn - Any sort of corn is given and not one basket of each sort grown.

"One big basket of yam - If grown.

"The King of Mamprussi receives this rent from his own village Nalerigu, but gets nothing from the owners of the farms in other villages. In addition the people of the village make the Chief's farm and keep it clean. They also make and keep it in repair, his compound, and do any other work he calls on them for. This is looked on by the people as a method of paying rent.

"8. On Chudari (native Christmas Day) it is the custom for land owners to give the Chief one big basket of corn and two guinea-fowls, or ordinary fowls, on failing the fowls, 1,000 cowries. This is looked on not as rent, but as a Christmas present to the Chief of the village, who, in return, gives a feast in the evening, killing a bullock, sheep, &c., according to the size of the village, also giving a few kola nuts or peto. This feast is prepared by the Chief's wives, and the guests can either eat it at the Chief's compounds, or take their portion away and consume it in their own houses. Although this present to the Chief is not considered compulsory it practically is so, as a land owner who did not greet his Chief on Chudari would most likely have his farm taken from him.

"9. All the Chiefs under Mamprussi take or send him on Christmas Day a present of food, &c. There is no fixed present, but it is generally based on the importance of the sub-Chief, and is larger than the land the owners present."

Kanjarga.—The rule of land tenure among this tribe is described by the Acting Provincial Commissioner, North-Eastern Province (Captain E. O. Warden), as follows:—

"All land in Kanjarga belongs to the community, but is vested in a landlord who merely

performs the fetish customs of occupation, and receives only one or two fowls, which are used in the ceremony of blessing the land, which is supposed will ensure plentiful harvest.

"The land once occupied by a family is retained by it so long as that family is in existence. Even should they leave the neighbourhood and settle elsewhere, their heirs on return can take up the land again and occupy it, although some other person may have occupied it.

"Should the family of the holders become extinct, then with the sanction of the Chief any one may take it up.

"Land holders may allow part or the whole of their holdings to be occupied by any one they may please to appoint, without the Chief's or any one else's sanction.

"They pay no rental of any sort, either to the Chief or to the landlord, for their land, nor do they even assign the Chief in the cultivation of his own.

"There is no difficulty in acquiring unoccupied land: any person can take up as much as he desires, merely having to provide one or two fowls for the Fetish Ceremony of occupation.

"All grass land is common property, and any animals may graze it, even strangers' animals, caravan people's, &c., and no charge is either made or expected; but the owner will be held responsible for any damage done to farms by their animals.

"All shade trees, shea butter, dawa-dawa, and other trees that have commercial or any other value are not cut down, but the dead branches on them and the small shrubs growing anywhere may be cut down for firewood."

Grunshi.—The bulk of the Grunshi tribe settled in British Territory inhabit the North-Western Province and its system of land tenure will be referred to when dealing with that Province.

Fra-Fra or Kussassie.—The District Commissioner, Zouaragu (Captain S. D. Nash), has written a most interesting report on the conditions of land tenure as existing among this pagan tribe, or rather this agglomeration of small communities of what I believe to be the aboriginal native. This report, which I shall quote at length, describes the primitive system under which land is held by a primordial people. Perhaps Captain Nash has not sufficiently brought out the fact that pagan native belief holds that all land is under the guardianship of Spirits (beneficent or otherwise), other than "the Giver of Rain" or "the Guardian of Crops" which have to be prohibited [propitiated] before successful farming can be undertaken. The Spirit presiding over any particular plot of land is indicated to the would-be farmer by the local "Tindana." Apart from this criticism, I can vouch for the accuracy of Captain Nash's statements.

"In discussing the question of Land Tenure amongst pagan people one is at first met with the difficulty of finding out the origin of the people and whence they came. As writing is unknown amongst the tribes of this district and tradition is very vague the following notes must be taken as only a first approximation and may have to be considerably modified in the course of further inquiry.

"2. When questioned as to how they got possession of their farms and pasture lands nearly all natives will reply that their fathers and grand-fathers tilled the same ground before them. In ages gone by the land would appear to have been unoccupied and probably each man holds his land in this way, i.e., by usage or long possession. He took effective possession of something which at the moment belonged to no one. He would, however, and still does, go through certain religious rites before building a new compound and turning up new ground, as the native private law is altogether mixed up with their religion.

"3. Tradition says that even in the earliest times there was someone to whom they went and to whom they paid their respects before starting building or farming. They say he was there before their fathers. This, of course, is purely

mythical, and the Tindana or Tangadana (Tanda in Fra-fra meaning ground) probably only established himself as soon as any particular country—side became peopled and cultivated. This man is the interceder with the "Giver of Rain" and the "Guardian of Crops." He is probably the descendant of one of the first settlers in a particular area of country and the office would appear to be hereditary and not selective. Here to a certain extent we see the explanation of Mamprussi influence over a large portion of the district. The original Tindana was a Mamprussi, and all the religious ceremonies in connection with the building of new compounds and turning up new land are of Mamprussi origin.

"In nearly all cases the people agree on this point, but there are exceptions—thus the Chief and Tindana of Sheerigu say their ancestors came from the Sheerigu near the French boundary and they disclaim any connection with the Mamprussi. Sambruno and various other parts of the district say their ancestors who took up the land were not of Mamprussi origin."

"4. The method of acquiring land, therefore, is propitiation of the Chief and Tindana coupled with long usage and possession. Land is, however, now probably taken up with much greater freedom than was the case even five or six years ago. This is due to the more law-abiding state of the country. Before our arrival each little community was crowded together and as they increased in numbers they built compounds and tilled land close to their friends. The Chief and Tindana gave their religious blessing and so the process went on. This is now greatly on the increase, and it is very common for natives to settle far in the bush and form new communities. The people assert that this was not possible quite a short time ago owing to insecurity of property and the liability of isolated communities to be raided.

"It is probable that this heretofore unheard of adventurous policy of taking up new land far in the bush accounts for the various Chiefs asserting that our arrival has to a certain extent interfered with their hold over the people. If one asks the people (who have opened up this new country) to whom the land belongs they will again say to the man who first went; in other words they elect a Tindana who gives his blessing to the land crops, &c.

"6. In a thickly inhabited country like most of that in this district, each man knows the boundaries of his own land and will point them out to one if so requested. When asked as to how he came into possession of the land he will answer that his father had it before him; and if asked to whom the land belongs he will invariably say the Chief. The land may therefore be said to belong to the Chief in theory, but to the whole people in reality.

"Ownership of land is both collective and individual in this sense: that all uncultivated land belongs to the particular community who live round it, but cultivated land belongs to him who puts crops on it, i.e., he found the land untilled and unoccupied and by cropping it with consent of Chief and Tindana becomes owner by usage and long possession.

"7. Land cannot be alienated by a private individual, but probably the Chief and elders of a country-side would give permission to an alien to settle and farm amongst them if the stranger was not objectionable and propitiated the authorities according to native custom: unoccupied land being, however, so plentiful in all parts of this district that it is very uncommon to find a man wishing to take up land which does not in a loose way belong to his tribe and fetish.

"Alienation of land may therefore be said to be unknown, or at most very uncommon. In any case it could not occur without consent of the general community.

"8. The following would probably be the procedure if a man wanted to build a new compound

and farm unoccupied land. The Chief, Tindana, and elders are consulted and they would decide where he is to build his house. They proceed to the place, a fowl or two are sacrificed and the Tindana gives his blessing to the ground. The man then gets permission to farm there and by tacit agreement gets a right to the land against all comers. Considering the natives' fear of fetishism it is easy to understand that the Chief and Tindana could stop him from farming and building on any particular spot if they so chose. The blessing of the authorities on any new venture is essential, their curse or disapproval is an effective bar.

"9. Certain portions of land in each country—side are set apart as grazing ground. This is communal and cannot be cultivated. The owners of the herds of cattle in the vicinity would object to that. They would probably also object to people from a distance feeding their cattle there. The latter must make their own commonages in their own particular countryside.

"Certain portions of land are also set aside for meetings, dances, markets, &c.; they cannot be encroached upon for farming purposes, but cattle can be fed there.

"10. The native paths through the farms are common property and any man has a right of way through another man's cultivated ground *via* the native paths and can drive his cattle in that way to water or to the grazing ground. Custom, however, lays upon him the duty of taking precautions so that his cattle do not injure the crops. In fact, the violation of this law is one of the most fruitful sources of native riots.

"Water is communal, so also are the small trees for firewood, and anyone can cut them, even in the farm of another man.

"The larger shade-trees belong to the man in whose farm they are situated; no one is allowed to cut or disfigure these, probably not even the owner of the ground; they are considered, very rightly, to add to the comfort of the community, and are probably regarded as sacred. The fruit &c. of these trees is, however, common property and anyone can gather it, *e.g.*, the wild cotton of the baobab tree.

"11. From the foregoing remarks it is clear that, although the people in a loose way will say that the land belongs to the Chief, the land really neither belongs to a tribe or to a kingdom but to a village or small area of inhabited countryside. Certain customary rules, as above stated, are in force with regard to such lands. The latter are not distributed for cultivation annually, but the man who tills certain unoccupied lands has really got a perpetual lease of them."

NORTH-WESTERN PROVINCE.

I have received a somewhat disappointing report on land tenure in this Province. Major Moutray-Read, when proceeding on leave, handed over the Province to Captain Wheeler, who compiled his report from notes left by the former officer. Captain Wheeler, who, while administering the Province, made independent enquiries as to land tenure, found that, in more than one instance, the information he thus obtained differed in minor respects from that collected by Major Moutray-Read, and pointed out these discrepancies when writing the report. I am calling for a fresh and more comprehensive report, as that under review has been written in general terms, and does not particularize the individual forms of land tenure adopted by the tribes now confederated under the Paramount King of Wa. Meanwhile I can state that the system of land tenure in this province closely follows the lines of that obtaining in Dagomba and Gonja, and add the following notes under tribal headings:—

Wala.—The Kingdom of Wa is said to have been founded by a King of Yabum some three hundred years ago. Be that as it may, it was tributary to Mamprussi for a period until within the last two hundred years. The same system of land tenure as that obtaining in Gonja is held by the Wala, but is not so strictly

enforced, in that "first fruits" are not paid to the Chiefs with any regularity.

Lobi.—The Lobis, most of whose country lies in French territory on the right bank of the Black Volta, represent, in my opinion, one of the aboriginal tribes that inhabited the country before it was occupied by stronger tribes, and Captain Nash's description of land tenure among the Fra-Fras applies to it.

Dagarti.—This tribe has intermarried with the Lobis to such an extent that it can scarcely be considered as distinct from them. It has never been a kingdom, each community being under its own Chief and recognizing no paramount power until our occupation, when it came under Wa. Its system of land tenure corresponds with that of the Lobis.

Grunshi, Issala Grunshi.—Little is known of the original location of these tribes, of which there are said to be five clans, but it may be assumed that the bulk of them came from what is now French Territory. Through intermarriage the clans have merged gradually into one, with the exception of the Issala Grunshis, who appear to have retained their individuality as a tribe. Both now recognise the Chief of Tumu as their Head Chief and the King of Wa as the Paramount Chief of the Province. Their system of land tenure is identical with that of Wa.

II.—THE GOVERNMENT'S TITLE TO, OR INTEREST IN, LAND IN THE NORTHERN TERRITORIES.

The following paragraphs appeared in my letter No. 13/4/1912, dated the 9th January last, in reply to the Colonial Secretary's letter dated the 29th August 1913:—

"With reference to your letter dated the 29th August 1913, and to Major Irvine's reply (Confidential, dated the 21st September 1913) I have the honour to report, for His Excellency's information, that, after a most careful investigation of all documents having reference to ownership of land in this Dependency, I find that I can throw but little further light on the question as to the Government's title to or interest in land beyond what has already been communicated to you by Major Irvine in the above-mentioned letter.

"2. While the original treaties of friendship and protection entered into with the Northern Territories Chiefs, and which give the Government no title to, or interest in, the land, have never been repudiated, it appears to be certain that the authorities, when framing the Mineral Rights Ordinance, No. 2 of 1904, held very decided views as to the position of the Government as paramount power, and in this connection I would refer you to Sir Matthew Nathan's letter to Major Morris, No. 99, dated the 1st July 1901. Paragraph 8 of this letter contains a most lucid statement of the position of the paramount power with regard to the native Chiefs and their rights over the land, and makes it quite clear that there was no idea of depriving them of such rights as they might possess. I cannot trace Major Morris's reply to this letter, and probably no copy of it was kept, for there is the following note in Major Morris's handwriting on the first page of Sir M. Nathan's letter, "Fully replied to, P.A. File 11/8 A.M." From the marginal notes written by Major Morris against paragraph 8 of this letter I find that he was in full agreement with the opinions expressed therein by Sir M. Nathan.

"4. To sum up, I consider that Sir Matthew Nathan's letter quoted above makes it clear that the Government has never intended to lay claim to absolute ownership of the lands in this Dependency, or to deprive the Chiefs of their rights with respect to them, and that Ordinance No. 2 of 1904 was framed with the idea of protecting the natives, and at the same time of securing to the paramount power 'the main part of the rental for unoccupied lands' in return for the 'very large expenditure on administration' which has made it possible to utilize these lands. I would request you to be good enough to inform me if these views are shared by His Excellency."

The opinion of all the principal Chiefs of this Dependency may be summed up in the words of the Gonja Chief of Pombe (or Kombi), who, in reply to a question as to whom, in native opinion, the land belonged, replied, "As the people belong to the Government, how much more then does not the land they 'live on?' Replies similar to this were received by the Commissioners everywhere, and it is generally assumed by the natives that all unoccupied lands are the property of the Crown, and can be utilized as the Government sees fit. Chiefs and people alike look with a pleasing unanimity on the Government as the paramount power and therefore as the owner of the land, and thus it appears to me to be unnecessary to legislate with the possible object of strengthening a claim (if such a claim is made by the Crown), for it cannot be put forward, as in the case of Northern Nigeria, that the Government claims possession of all lands in this Dependency by right of conquest (*vide* paragraph 2 of my above-quoted letter), which is universally recognised and accepted.

III.—LAND REVENUE ASSESSMENT.

The enforcement of a scheme of land revenue assessment on the natives of this Dependency would, in my opinion, be premature and unwise. We are here dealing with a number of tribes that, however powerful they may have been in the past, never possessed that ancient civilization (referred to by Sir F. D. Lugard in paragraph 3 of his Memorandum No. 5 "Taxation," page 112 "Nigeria Lands Committee," Minutes of Evidence and Appendices [Cd. 5103]), or an organised system of direct taxation as based on the Koranic Law. The waning powers of the Mamprussis, Walas and Gonjas, who found themselves unable to protect the aboriginal pagans from the attacks of slave raiders, left the country, with the exception of Dagomba, which profited by it, in the state of anarchy from which we rescued it. It is probable that only in Dagomba, was there some semblance of ordered government maintained by the Chiefs, and the payment of "first fruits" insisted upon, and that these never exceeded a couple of baskets of corn or a load of yams from each farmer. Extortion by the more powerful Chiefs was undoubtedly prevalent, but so soon as it was recognised that they were unable to protect them from outside depredations, their wretched subjects completely ignored them, and they lived henceforth in dignified obscurity in their villages (*vide* the case of the "Na" of Mamprussi), hedged round with self-inflicted "fetish" rules that forbade them to cross certain rivers or to sleep a night away from their villages. That the country has emerged from this chaotic state I have endeavoured to show in my Annual Report on the Northern Territories for 1913, but it must not be expected that the full authority of the Chiefs can be resuscitated immediately, while the raids of Samory and Barbatu and the sumpiness of those who should have been their leaders are fresh in the minds of the people.

The natives of this Dependency, taken as a whole, are miserably poor—from our point of view. They have no wants that the country cannot provide, and, within the last few years, no wish to improve their position, nor was there much inducement for them to do so. In fact, a rumour that the head of a family was prosperous above his fellows would, in all likelihood, bring down upon him one or other of the slave-raiding gangs that infested the country. Even those natives who find work in Ashanti and the Colony to-day return to their homes with little, if anything, beyond a suit of white clothes, a cap, and, possibly, an umbrella. Our neighbours on the east and west have not set a good example in direct taxation of the native, for in both instances large demands are made for free labour in addition to the tax, and in the latter a percentage of the young men of each village is taken annually for the French Colonial Army, and removed to spots in the French West African Possessions remote from their homes.

The Chiefs are again unanimous in their opinion that their people cannot afford to pay a money tax, and that they prefer to give free labour. A tax in kind would not be worth the collecting, and a land revenue assessment payable in coin of the realm

would—I am speaking of the present—scare the natives off their farms. If left to the Chiefs for collection the tax would open up a new field for extortion and would create general unrest and a revulsion of feeling against the Chiefs, whose authority it is our object to re-establish. To sum up. In the existing state of affairs in this Dependency the pagan native is beginning to realise that he can reap where he has sown in perfect security; that a beneficent Government is watching over his little interests, and that he and his family can enjoy a good night's rest without fear of molestation. He recognises that the Administration expects his Chief to provide a certain amount of free labour—but not during the farming period—on works undertaken for his ultimate benefit, and he comes forward willingly. He sees his Chief supported by the paramount power so long as he rules with justice and moderation, but that that support is withdrawn from the moment he abuses his authority. One thing he realises very clearly, and that is that the taxation of his fellow natives living in French and German Territory has not alleviated the burden of "free labour" which is imposed, in addition, on the latter to an infinitely greater extent than that now supplied by the natives of this Dependency.

In conclusion, I venture to express the opinion that it should be our policy in the Northern Territories to "hasten slowly" by bringing the natives of the country to realise fully the benefits that have been conferred on them by our occupation: by constant visits of officials to their villages, thus breaking down the old delusion that such visits presaged punishment; and by the final re-establishment of the authority of their Chiefs. When these objects have been achieved, then, and not till then, should the question of a land revenue assessment be considered with a view to its inauguration in this Dependency.

C. H. ARMITAGE,
Chief Commissioner of the
Northern Territories.

Enclosure 2 in No. 49.

(No. 99.) Government House, Accra,
1st July 1911.

SIR, Referring to your letter G/33/01, dated May 18th, to the Colonial Secretary, forwarding one from Major Burnham, Manager of the Wa Syndicate, Limited, dated May 1st, in which he informed you of the location for the purposes of that syndicate of two blocks of land each about 200 square miles in area near the villages of Zonko and Wasipi respectively, I have the honour to forward, for your information, a copy of a letter addressed to me by Major Burnham when on the point of leaving this Colony on the 16th instant. In this letter you will see that he refers to the location of 50 square miles of territory at Banda or Laura in addition to the two blocks concerning which he wrote to you. In this letter to me he also makes a general reference to the opening of the Volta for navigation.

2. In order that you should have a complete information concerning the question of concessions in the Northern Territories I take this opportunity of forwarding you also a copy of the Confidential Despatch (with enclosures) which I addressed to the Secretary of State on the 18th March last, with regard to Major Burnham's application, and of his reply dated June 3rd.

3. I think you will concur with me that we should at once deal with the general question of concessions in the Northern Territories in a definite and final manner, so that enterprise there may not be checked, and so that the rights and interests of the Government as paramount power as well as the rights of natives in the land may not suffer.

4. In case you are not fully acquainted with the laws governing the grant of concessions in the Gold Coast Colony and in Ashanti, I send you, herewith, a copy of a recently published Parliamentary Bluebook in which you will find the Concessions Ordinance which now applies to the Colony, and also Rules dated the 7th August, 1899, relating to concessions in Ashanti. I would add that, as soon as an Order in Council has been passed to provide for the exercise of His Majesty's

jurisdiction in Ashanti, it is proposed to issue a proclamation bringing into force in that country the Gold Coast Concessions Ordinance, subject to certain additional provisions, which are in effect those now contained in the rules of the 7th August 1899.

5. I purpose similarly, as soon as an Order in Council has been passed to provide for the exercise of His Majesty's jurisdiction in the Northern Territories, to issue a proclamation which will be the law for concessions in those Territories. I have prepared a draft of such a proclamation, of which I now send you a copy, and shall be obliged by your favouring me at your earliest possible convenience with any remarks and suggestions you have to make with regard to it.

6. You will observe that the procedure it involves differs very considerably from that adopted in the Colony and in Ashanti and is briefly as follows: A person applies for, and is granted for six months, an exclusive licence to prospect over an area of which the limits are approximately defined, and pays for that licence on the basis of the area it covers. During the term of the licence its holder can apply and be granted rights of option over the whole or part of the area included in it, the area for such rights being somewhat more definitely defined in the description and on the ground. The rights are to last one, two or three years, and each year a payment is to be made to the Government on the basis of the area, and if in the opinion of the Chief Commissioner (which title I have suggested should in future be given to your office) native chiefs should receive payment on account of the rights given over their lands, a further sum also calculated on the basis of area is to be paid to Government for distribution to these chiefs. During the term of the rights of option their holder can apply and be granted a lease over the whole or part of the area over which these rights extended, the area included in the lease being accurately defined by description and survey and marked on the ground by boundary pillars. The lease will be a valid title for a period not exceeding 90 years and each year a payment will be made for it to Government on the basis of area as well as a payment for disbursement to native chiefs on similar conditions to the payment to them in the case of rights of option.

7. The draft proclamation also provides for payment to Government of a duty of 5 per cent. on net mining profits similar, and to be similarly collected, to the duty imposed by the Concessions Ordinance on mining operations in the Colony. It further embodies clauses empowering the Chief Commissioner to make rules and to settle disputes as to areas, restricting the use of lands leased to defined purposes, preserving the existing rights of natives in them, giving the Governor certain powers over lands leased preventing their being assigned or underlet without the Governor's consent, providing for the determination of leases if conditions are not fulfilled, and laying down penalties for offences.

8. The main points in which the draft proclamation is at variance with the legislation that has been adopted for the Gold Coast and Ashanti is that the concession is granted direct by the Government and not by the native chiefs, with subsequent declaration of validity by a Concessions Court. Large tracts of the Northern Territories appear to be uninhabited or sparsely populated by rude savages without recognised head-chiefs or central forms of government, and the Gold Coast system would be quite inapplicable to such tracts. Further, it seems right that the main part of the rental for unoccupied lands should go to the paramount power, which by a very large expenditure on administration has made it possible to utilize these lands. At the same time, where native chiefs have rights by native custom over minerals and produce got from the soil they should derive some advantage from the work of European companies in this direction, and also the existing rights of individual natives must be preserved to them. These matters are in the draft proclamation left largely to the Chief Commissioner, who is in the best position for seeing that the natives have justice done to them.

9. The system by which rights of option and leases are to be granted by the Government, and not concessions by the native chiefs, obviates the necessity for extending the operation of the Concessions Court to the Northern Territories.

10. Another fundamental point in which the proposed legislation for the Northern Territories differs from that which has been adopted on the Gold Coast and in Ashanti is that no restriction is placed on the area for which a lease may be granted to one individual. I am not sure, looking at paragraph 3 of the Secretary of State's Confidential Despatch of the 3rd June 1901, whether he will accept my views in this matter. It seems to me, however, that the system by which it is proposed that prospecting licences, rights of option, and leases should be paid for at a fixed rate on the basis of the area included in them will automatically prevent any individual from occupying a much larger area of land than that over which he intends to work. When it is considered that for 500 square miles 62l. 10s. will be paid for a six months prospecting licence, 1,250l. a year for rights of option (limited to 3 years) and 5,000l. a year for a lease, I think it may be assumed that a company, though they may take up a large area to start with, will very soon, by assignment or underletting, get rid of any part of it in which they do not intend to work.

11. I have given very careful consideration to that part of the draft dealing with the definition and survey of areas. It should be possible by strictly following its provisions to prevent that overlapping of claims which promises to give much trouble in the Colony. I lay special stress on the reference in descriptions of areas to the boundaries of adjoining ones, and on insisting on the erection of pillars along the boundaries of leases within six months of their being granted; the open nature of the country in Northern Territories should make the demarcation of boundaries a matter of comparatively small trouble and expense.

12. As I look upon it as urgent to obtain the general approval of the Secretary of State to the principles embodied in the draft proclamations, so that I can deal with any further application I may receive for prospecting licences or rights of option in accordance with those principles, I am asking at once for this approval, subject to modifications I may suggest after I have received from you a reply to this letter.

13. Reverting to the special case of the lands located by Major Burnham, I am unable to deal with the 50 miles said to have been located near Banda, as I have not heard from you with regard to them. I propose to consider your signature on the plans submitted by him of 200 square miles near Zonko and 200 square miles near Wasipi as grants of rights of option over those lands for two years from the date of your signature, *i.e.*, May 15th, 1901 (with possible renewal for a third), and to ask the Secretary of State to confirm the grants to the Wa Syndicate, Limited, made subject to conditions as described in the draft proclamation. An annual payment of 400l. will be due to Government for each of the two grants in addition to the payment you have thought fit to allow the King of Banda on account of the Wasipi land, and to payment, if any, not in excess of 10s. per square mile as long as only rights of option are granted, which you may think proper to allow the Dagarti chiefs on account of the Zonko land.

14. With regard to the Volta navigation referred to by Major Burnham, I regret that I have not yet had time to go into this important question, on which I believe the future prosperity of the territories in your charge largely depends. It is quite possible that for the sum mentioned by Major Burnham most of the obstacles in the river could be removed, but it is also possible that such removal, unless artificial means are provided for holding up the water in the upper reaches of the river, might tend to empty those reaches and render them absolutely useless.

I have, &c.

M. NATHAN,
Governor.

No. 50.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 18th January 1915.)

(Confidential. Government House, Accra,
Sir, 29th December 1914.

IN continuation of my deputy's confidential despatch of the 6th March last,* I have the honour to transmit herewith returns showing the area of lands alienated under certificates of validity in the Gold Coast Colony and Ashanti up to the 30th June 1914.

2. These returns show that the total amount of land alienated in the Colony and Ashanti now stands at 1,451 square miles, as against 1,517 square miles in 1913.

3. This area, I may point out, is equivalent to only 2·92 per cent. of the whole available area in the

Colony; and in this connection it must be remembered that the holding of an area under a concession does not in practice cause the native population in the vicinity to be excluded from the enjoyment of any of their customary rights, nor does it deprive them of the use of the land. These are some of the grounds upon which I base the contention that the practical evils of the concession system in the Gold Coast have been greatly exaggerated.

I have, &c.,

HUGH CLIFFORD,
Governor.

Enclosure in No. 50.

TABLE I.

RETURN OF LANDS ALIENATED UNDER CERTIFICATE OF VALIDITY up to June 30th, 1914.

Province.	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral.	Total Land alienated.
	Square Miles.	Square Miles.	Square Miles.	Square Miles.	Square Miles.
Western - - - -	388·021	168·166	254·339	141·148	951·674
Central - - - -	7·342	—	—	—	7·342
Eastern - - - -	31·419	19·930	—	—	51·349
Total, Colony - -	426·782	188·096	254·339	141·148	1,010·365
Ashanti - - - -	114·817	326·621	—	—	441·438
Grand Total - - -	541·599	514·717	254·339	141·148	1,451·803
Total 1913 - - -	643·466	501·633	231·329	141·148	1,517·576
Increase - - - -	—	13·084	23·010	—	} -65·773
Decrease - - - -	101·867	—	—	—	

Area of Colony, 24,400 square miles.

Area of Ashanti, 24,800 square miles.

TABLE II.

LAND ALIENATED UNDER CERTIFICATES OF VALIDITY in successive years.

COLONY.

Year.	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral Oils.	Total.
	Square Miles.	Square Miles.	Square Miles.	Square Miles.	Square Miles.
1901 - - - -	3·529	—	—	—	3·529
1902 - - - -	8·991	6·142	—	—	15·133
1903 - - - -	69·307	21·658	—	—	90·965
1904 - - - -	110·652	20·957	—	—	131·609
1905 - - - -	82·164	22·939	—	—	105·103
1906 - - - -	15·695	10·000	15·000	—	40·695
1907 - - - -	29·955	2·105	3·332	—	35·390
1908 - - - -	20·639	4·819	33·583	—	59·041
1909 - - - -	—	40·305	105·615	—	145·920
1910 - - - -	22·717	21·283	1·366	—	45·366
1911 - - - -	23·360	20·112	2·136	141·148	186·756
1912 - - - -	12·831	9·984	12·440	—	35·255
1913 - - - -	18·069	2·582	57·857	—	78·508
1914 - - - -	8·875	5·210	23·010	—	37·095
	426·782	188·096	254·339	141·148	1,010·365

* No. 42.

TABLE III.

ASHANTI.

Year.	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral Oils.	Total.
	Square Miles.	Square Miles.	Square Miles.	Square Miles.	Square Miles.
1897 - - - - -	100·000	—	—	—	100·000
1906 - - - - -	—	60·000	—	—	60·000
1907 - - - - -	—	142·190	—	—	142·190
1908 - - - - -	—	62·940	—	—	62·940
1911 - - - - -	5·000	5·097	—	—	10·097
1912 - - - - -	—	43·617	—	—	43·617
1913 - - - - -	9·817	—	—	—	9·817
1914 - - - - -	—	12·777	—	—	12·777
	114·817	326·621	—	—	441·438

TABLE IV.

INCREASE and DECREASE 1914.

(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum and other Mineral Oils.	Total.
Square Miles.	Square Miles.	Square Miles.	Square Miles.	Square Miles.
8·875	5·210	23·010	—	37·095
—	12·777	—	—	12·777
8·875	17·987	23·010	—	49·872
110·742	4·903	—	—	115·645
-101·867	+13·084	+23·010	—	-65·773

TABLE V.

INCREASE and DECREASE, 1914 in SQUARE MILES.

COLONY.

---	(a).	(b).	(c).	(d).	Total.
Total Area 1913 - - -	528·649	182·886	231·329	141·148	1,084·012
" " 1914 - - -	426·782	188·096	254·339	141·148	1,010·365
Increase - - - - -	—	5·210	23·010	—	—
Decrease - - - - -	101·867	—	—	—	73·647

ASHANTI.

Total Area 1913 - - -	114·817	318·747	—	—	433·564
" " 1914 - - -	114·817	326·621	—	—	441·438
Ashanti - - - - -	—	+7·874	—	—	+ 7·874
Colony - - - - -	-101·867	+5·210	+23·010	—	-73·647
Grand Total - - -	-101·867	+13·084	+23·010	—	-65·773

H. A. LEWIS HALL, Capt. R.E.,
Director of Surveys.

No. 51.

7849.

GOLD COAST.

THE GOVERNOR to THE SECRETARY OF STATE.

(Received 17th February 1915.)

(Confidential.)

Government House,

Accra,

30th January 1915.

SIR,

In continuation of my Confidential Despatch of the 29th December 1914,* I have the honour to transmit, herewith, a return showing the area of lands alienated under certificates of validity in the Gold Coast Colony and Ashanti up to the 31st December 1914.

2. The returns show a decrease of five square miles, the returns for the years 1913 and 1914 being, respectively—

	1,517 square miles
and	1,512 " "
	5 " "

I have, &c.,

HUGH CLIFFORD,

Governor.

Enclosure in No. 51.

RETURN OF LANDS ALIENATED UNDER CERTIFICATE OF VALIDITY UP TO DECEMBER 31ST, 1914.

Table I.

Summary.

Province.	Square Miles.				
	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral Oils.	(e) Total Land alienated.
Western - - - -	392-362	168-166	266-729	141-148	968-405
Central - - - -	7-342	—	85-550	—	92-892
Eastern - - - -	31-419	19-930	—	—	51-349
Total Colony - -	431-123	188-096	352-279	141-148	1,112-646
Ashanti - - - -	114-817	284-959	—	—	399-776
Grand Total - -	545-940	473-055	352-279	141-148	1,512-422
Total 1913 - -	643-466	501-633	231-329	141-148	1,517-576
Increase + - - -	—	—	120-950	—	+ 120-950
or Decrease — - - -	97-526	28-578	—	—	- 126-104
Difference + - - -	—	—	—	—	—
or — - - -	—	—	—	—	- 5-154

Area of Colony = 24,400 square miles.
Area of Ashanti = 24,800 square miles.

Cantonments, Accra,
20th January 1915.

R. N. KILBY,
Chief Surveyor,
for Director of Surveys,
Gold Coast Colony.

LANDS ALIENATED UNDER CERTIFICATES OF VALIDITY IN SUCCESSIVE YEARS.

Table II.

COLONY.

Year.	Square Miles.				
	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral Oils.	Total.
1901	3-529	—	—	—	3-529
1902	8-991	6-142	—	—	15-133
1903	69-307	21-658	—	—	90-965
1904	110-652	20-957	—	—	131-609
1905	82-164	22-939	—	—	105-103
1906	15-326	10-000	15-000	—	40-326
1907	29-953	2-105	3-332	—	35-390
1908	20-639	4-819	33-583	—	59-041
1909	—	40-305	105-615	—	145-920
1910	22-717	21-283	1-366	—	45-366
1911	23-360	20-112	2-136	141-148	186-756
1912	12-831	9-984	12-440	—	35-255
1913	18-069	2-582	57-857	—	78-508
1914	13-585	5-210	120-950	—	139-745
Total	431-123	188-096	352-279	141-148	1,112-646

Table III.

ASHANTI.

Year.	Square Miles.				
	(a) Mining other than under (d).	(b) Mining with other Rights.	(c) Timber and others.	(d) Petroleum or other Mineral Oils.	Total.
1897	100-000	—	—	—	100-000
1906	—	60-000	—	—	60-000
1907	—	117-290	—	—	117-290
1908	—	61-000	—	—	61-000
1911	5-000	5-097	—	—	10-097
1912	—	28-795	—	—	28-795
1913	9-817	—	—	—	9-817
1914	—	12-777	—	—	12-777
	114-817	284-959	—	—	399-776

Table IV.

INCREASE AND DECREASE, 1914.

Square Miles.					Remarks.
Mining other than under (d).	Mining with other Rights.	Timber and Others.	Petroleum or other Mineral Oils.	Total.	
13-585	+5-210	+120-950	—	139-745	Table II. Table III.
—	12-777	—	—	12-777	
13-585	17-987	120-950	—	152-522	Cancelled by C. of V.
111-111	46-565	—	—	157-676	
-97-526	-18-576	+120-950	—	-5-154	True decrease, 1914.

Table V.
INCREASE AND DECREASE, 1914.
COLONY.

—	(a)	(b)	(c)	(d)	Total.
Total area, 1913 - -	528-649	182-886	231-329	141-148	1,084-012
„ 1914 - -	431-123	188-096	352-279	141-148	1,112-646
Increase + - - -	—	5-210	120-950	—	} = +28-634
or Decrease — - - -	97-526	—	—	—	

ASHANTI.

—	(a)	(b)	(c)	(d)	Total.
Total area, 1913 - -	114-817	318-747	—	—	433-564
„ 1914 - -	114-817	294-959	—	—	409-776
Increase + - - -	—	—	—	—	} = -33-788
or Decrease — - - -	—	-33-788	—	—	

No. 52.

14309.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 26th March 1915.)

Government House, Accra,
5th March, 1915.(Confidential.)
SIR,

In continuation of my Confidential despatch of the 12th September 1914,* I have the honour to transmit returns showing concessions which have formed the

subject of notices in the Gazette, and of arboricultural and agricultural concessions, for the half-year ended the 31st December 1914. I also enclose a copy of the letter from the Chief Registrar, by whom the returns were prepared.

I have, &c.

HUGH CLIFFORD,
Governor.

* No. 48.

RETURN OF CONCESSIONS WHICH HAVE FORMED THE SUBJECT OF NOTICES IN THE GOVERNMENT GAZETTES FOR THE HALF-YEAR ENDING 31ST DECEMBER 1914.

Number of Concession Inquiry.	Grantor of Concession to whom consideration money paid.	Company, Syndicate, or Person claiming Concession.	Area.	Term.	Consideration.	Nature.
EASTERN PROVINCE.						
869 (Accra) B	Chief Kweku Nyeku, Kobina Eshon, Kweku Appeah, Kow Bentum, Kobina Otsiaba, Kweku Bayin, Kweku Mpeasem, Kofi Taibu.	Robert Marmaduke Korsah -	North to south 2½ miles, east to west 2 miles.	99 years	20%.	Mining with timber rights.
870 (Accra) B	Adjei Oninku, Adjetey Kojo, Mensah Quaku, Adjei Kojo, Amah Tshuru.	Robert Innes - - - -	" "	"	80%.	" "
WESTERN PROVINCE.						
1289 C.	Chief Kojoe Ayensu - - - -	Herbert T. Mengel of Louisville, in the United States of America.	10 square miles, more or less.	15 years from 14 January 1914.	Premium 100%., and 1% a tree for every tree cut.	Timber rights.
1290 C.	Chief Atta Quamin and Chief Kobina Aimarfull, both of Swahi Anwhiasu.	Jacob Abraham de Veer of Elmina.	4 miles in length by 3 miles in width.	99 years from 2 April 1914.	Premium, 40%.; occupation rent, 12% per annum; mining rent, 200% per annum.	" "
1291 C.	Chief Cudjoe Tsin of Upper Wassaw -	A. H. Dahringer of Louisville, in the United States of America.	20 square miles -	25 years from 2 January 1914.	Premium, 350%.; paid as advance against purchase of trees at 20% each.	" "
1292 C.	Kobina Intirie II., Ohene of Barmiankor, and Amuzu Mensah, Kofi Attai, Boasah Yankunsu and Intiaku Bodja, Headmen and Councillors of Barmiankor.	William Henry Martin of 196, St. Vincent Street, Glasgow, Scotland.	12 square miles, more or less.	99 years from 10 August 1914.	Premium, 85%.; occupation rent, 25%.	Timber, rubber, and agricultural rights.
1293 C.	Kwandoh Brampon II., Kudjoe Andoh, Kobina Krar, Essel Kofi, and Kwamina Weroku, all of Edoom Bansu.	Joseph Herbert Hooper and John Edugyan Abban, all of Tarquah.	6 square miles -	99 years from 1 September 1914.	Premium, 80%.; occupation rent, 6%.	Oil palm for agricultural purposes.
CENTRAL PROVINCE.						
(Options marked *)						
2131 Cape Coast. C.	John Tawiah, Kobina Aeku, Yaw Tarku, and Kofi Aidoo, their Elders and Councillors, all of Sekyere village, near Dunkwa, in the district of Abura.	Yaw Antony - - - -	6 miles by 2 miles -	99 years	Consideration money, 50%.; occupation rent, 12%.; mining rent, 100%.	The rights of collecting the products of palm trees and of agriculture and arboriculture.

*2132 Cape Coast. C.	Ohene Acquah II (<i>alias</i> George Acquah Robertson).	A. D. C. Cawood - - -	100 miles from a post at south-east corner of Mankwadi Concession east of Lake Muni on the beach, a distance of 10 miles due north, thence 10 miles due east, thence 10 miles due south, the sea being the southern boundary.	3 years	150 <i>l.</i> - - -	Option to acquire coconut and general agricultural rights, also gold mining rights.
871 Accra transferred to Cape Coast. A.	Kwa Manu Odzikro of Abrekum and his Councillors and Headmen.	Millers, Limited, assignees -	North to south 2½ miles, east to west 2 miles.	99 years	150 <i>l.</i> ; occupation rent, 12 <i>l.</i> per annum; mining rent, 300 <i>l.</i>	Mining.
872 Accra transferred to Cape Coast. A.	Kodjo Fuando, Kwa Donkor, and Kodjo Abakah, all of Mankwadi.	F. and A. Swanzy, Limited, assignees.	5 square miles -	"	Consideration money, 100 <i>l.</i> ; occupation, 12 <i>l.</i> ; mining, 200 <i>l.</i>	"
873 Accra transferred to Cape Coast. A.	Ohene Acquah II. of Winnebah and his Councillors, Headmen, and Representatives.	Millers, Limited, assignees -	2½ by 2 miles - -	"	100 <i>l.</i> consideration; occupation, 12 <i>l.</i> ; 200 <i>l.</i> mining rent.	"
*874 Accra transferred to Cape Coast. A.	Kojo Inkum, Ansa Osam, Omanhene and Ohene respectively.	Robert Innes - - - -	100 square miles -	3 years	Consideration, 75 <i>l.</i> - -	Option to acquire lease or leases for mining purposes.
2133 Cape Coast. C.	Omanhin Ewusie Tsinasie of Dominase, and others.	Robert Stewart, Percy Drive, Giffnock.	20 square miles -	30 years	Consideration, 250 <i>l.</i> ; and 750 <i>l.</i> to be paid on grant of certificate of validity; yearly rent, 160 <i>l.</i>	Rights of the cultivation of oil palm and palm-like trees.

SUMMARY.

Province.	A. Area of Mining Concessions other than those in D.	B. Area of Mining Concessions which include Timber or other Rights.	C. Area of Timber or other Concessions not being Mining Concessions.	D. Area of Concessions for Petroleum or other Mineral Oils.	Total.
	Square Miles.	<i>Leases.</i>		Square Miles.	Square Miles.
		Square Miles.	Square Miles.		
Eastern - -	Nil	10	Nil	Nil	10
Western - -	Nil	Nil	60	Nil	60
Central - -	15	Nil	32	Nil	27
Total - -	15	10	92	Nil	117
		<i>Options.</i>			
Eastern - -	Nil	Nil	Nil	Nil	Nil
Western - -	Nil	Nil	Nil	Nil	Nil
Central - -	100	Nil	100	Nil	200
Total - -	100	Nil	100	Nil	200

AREAS OF LAND COMPRISED IN CONCESSIONS SINCE 1908.

Description.	Area as at 30th June 1914.	Area for Half-year ending 31st December 1914.	Total.
	Square Miles.	Square Miles.	Square Miles.
Leases - - - - -	2,964·950	117	3,081·950
Options - - - - -	876·75	200	1,076·75
Conveyances - - - - -	20	Nil.	20
Agricultural and arboricultural concessions not included in the above summary.	1,860·927	12	1,872·927

RETURN FROM DEEDS REGISTRY OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS OF AREAS EXCEEDING ONE SQUARE MILE FOR THE HALF-YEAR ENDING 31ST DECEMBER 1914.

Grantor of Concession to whom Consideration paid.	Party to whom Concession granted.	Area.	Term.	Consideration.	Nature.	Reference to Register.
*Ohene Acquah II. (<i>alias</i> George Acquah Robertson) of Winnebah.	A. D. C. Cawood by his Attorney, John Glover Addo of Accra.	Sq. Miles. 100	3 years from 9th July 1914.	Premium, 150 <i>l</i> . (1) That in the event of the grantee or his nominee taking a concession as a coco-nut plantation or for agriculture, including oil-palm trees, the consideration money shall be the sum of 50 <i>l</i> . for each concession of five square miles, payable on the execution of each deed. (2) That the occupation rent shall be the sum of 24 <i>l</i> ., payable half yearly, and that the working rent shall be the sum of 200 <i>l</i> ., payable half yearly. (3) That in the event of the grantee or his nominees taking up a gold-mining concession the consideration money shall be the sum of 100 <i>l</i> ., and the retaining rent 24 <i>l</i> ., payable half yearly, and mining rent 200 <i>l</i> ., payable half yearly. (4) That the term of each lease shall be for 99 years from the execution of the grant or demise of the same.	Option lease for agricultural and gold mining.	Book No. 5 of 1914, page 165, No. 433/1914.
*Omanhin Ewusie Tsinasi of Domenase, in the District of Saltpond, Kofi Kwanki, Yaw Omayeasa, Kojo Edoe, Yaw Mosu, all of Domenase, Chief Kojo Esiedu of Amorafoe, Chief Kofi Arkun, Kwamin Amissah, Kojo Ofosoe, all of Mareykye, Chief Kwesi Abua of Akubima, Kweku Affarlzi, and Essie Norkor, both of Tarbusum, and Kwamin Dodoe of Great Kromanting, in the District of Saltpond.	Robert Stewart - - - -	20	30 years, from 4th June 1914 renewable for another term of 30 years at the determination of the lease if so required by the lessee on the terms and conditions to be agreed upon.	Premium 250 <i>l</i> . and in further consideration of the sum of 750 <i>l</i> . to be paid to the lessors by the lessee immediately on the grant of the certificate of validity by the Concessions Court to the lessee in respect of the hereditaments demised, the said consideration being at the rate of 50 <i>l</i> . per square mile, yielding and paying, in addition to the sum payable on the issue of a certificate of validity, the rent as follows:—During the continuance of this lease the lessee shall pay unto the lessors a yearly rent of 160 <i>l</i> ., payable by equal quarterly payments of 40 <i>l</i> . a quarter.	Agricultural	Book No. 5 of 1914, page 190, No. 453/1914.
Kobina Intirie II., Ohene of Barmiankor and Amuzu Mensah, Kofi Attai, Boasah Yankusu, and Intiaku Bodjah.	William Henry Martin, trustee for and on behalf of a company to be registered and incorporated under the Companies (Consolidation) Act, 1908, and proposed to be called the Atwatu Trading and Development Company, Limited.	12	99 years from 10th August 1914.	Premium, 85 <i>l</i> ., and yearly rental of 25 <i>l</i> . when cultivation or cutting or planting begins. Lessee shall have an option of acquiring mines and minerals and shall pay therefor a yearly rental of 300 <i>l</i> . when actual mining operations with proper machinery shall commence.	Arboricultural and agricultural, with an option of acquiring mines and minerals.	Book No. 6 of 1914, page 173, No. 575/1914.

* The above two concessions have become the subject of notices in the Gazettes under "The Concessions Ordinance, 1900," and consequently appear in the Return of Lands rendered in conjunction herewith.

RETURN FROM DEEDS REGISTRY OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS OF AREA NOT EXCEEDING ONE SQUARE MILE FOR THE HALF-YEAR ENDING 31ST DECEMBER 1914.

Nil.

SUMMARY OF RETURN OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS EXCEEDING AND NOT EXCEEDING ONE SQUARE MILE.

Description.	Area exceeding One Square Mile.	Area not exceeding One Square Mile.	Total.
	Square Miles.	Square Miles.	Square Miles.
Agricultural - - - - -	20	Nil.	20
Option for agricultural and gold mining - - -	100	Nil.	100
Arboricultural and agricultural, with an option of acquiring mines and minerals.	12	Nil.	12
Total - - - - -	132	Nil.	132

Enclosure 3 in No. 52.

Supreme Court,
Victoriaborg, Accra,
25th February 1915.

(Confidential. No. 2/15.)

SIR, I HAVE the honour to send you herewith in duplicate—

- (a) Return of lands which have formed the subject of notices in the Gazette for the half-year ended 31st December 1914.
- (b) Return of agricultural and arboricultural concessions of areas exceeding and not exceeding one square mile for the same period.

2. You will see from the note at the foot of the first page of the return (b) that the grantees of two of the concessions have elected to go to the Concessions Court, and consequently they also appear in the return (a) and are included in the Summary of Leases and Options appended thereto, and I have not, therefore, again included their areas in the aggregate extent of the agricultural and arboricultural concessions.

I have, &c.

A. WHITE,
Chief Registrar.

The Hon. the Colonial Secretary,
Victoriaborg.

42740.

No. 53.

GOLD COAST.

The ACTING GOVERNOR to the SECRETARY OF STATE.

(Received 16th September 1915.)

(Confidential.) Government House, Accra,
21st August 1915.

arboricultural and agricultural concessions, for the half-year ended the 30th June 1915.

SIR, IN continuation of the Governor's Confidential despatch of the 5th March 1915,* I have the honour to transmit returns showing (a) concessions which have formed the subject of notices in the Gazette and (b) of

I have, &c.

A. R. SLATER,
Acting Governor.

Enclosure 1 in No. 53.

RETURN of CONCESSIONS which have formed the subject of NOTICES in the GOVERNMENT GAZETTES for the Half-year ending 30th June 1915.

Number of Concession Inquiry.	Grantor of Concession to whom Consideration Money paid.	Company, Syndicate, or Person Claiming Concession.	Area.	Term.	Consideration.	Nature.
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EASTERN PROVINCE.

Nil.

WESTERN PROVINCE.

1294 C	Essel Kudjee, Chief of Apintoe, his elders and people.	Broomassie Mines, Ltd., of 20, Copthall Avenue, in the City of London.	826 acres	99 years from 16.2.15.	Premium, 160 <i>l.</i> Occupation Rent, 12 <i>l.</i> a year.	Timber rights.
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CENTRAL PROVINCE.

2134 C	King Quamina Assama Kuma, Quah Nkrumah, Chief of Aguma, and others.	The Mines and Minerals Exploration Syndicate of Blomfield House, in the City of London, England.	7½ square, more or less, miles.	99 years	125 <i>l.</i>	Mineral and timber rights with usual provisions.
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* No. 52.

SUMMARY.

Province.	A Area of Mining Concessions other than those in D.	B Area of Mining Concessions which include Timber or other Rights.	C Area of Timber or other Concessions not being Mining Concessions.	D Area of Concessions for Petroleum or other Mineral Oils.	Total.
	LEASES.				
Eastern - - -	Nil	Nil	Nil	Nil	
Western - - -	Nil	Nil	1 square mile 186 acres.	Nil	1 square mile 186 acres.
Central - - -	Nil	Nil	7 $\frac{1}{4}$ square miles	Nil	7 $\frac{1}{4}$ square miles
	Nil	Nil	8.25 square miles 186 acres.	Nil	8.25 square miles 186 acres.

OPTIONS.

Nil.

AREAS of LANDS comprised in Concessions since 1908.

Description.	Area as at 31st December 1914.	Area for Half-year ending 30th June 1915.	Total.
Leases - - - -	3081.950 square miles	8.25 square miles 186 acres.	3090.20 square miles 186 acres.
Options - - - -	1076.75 " "	Nil	1076.75 square miles.
Conveyances - - -	20 " "	Nil	20 " "
Agricultural and Arbori- cultural Concessions not included in the above Summary.	1872.927 " "	3 square miles	1875.927 " "

Enclosure 2 in No. 53.

RETURN from DEEDS REGISTRY of AGRICULTURAL and ARBORICULTURAL CONCESSIONS of Areas exceeding one square mile, for the Half-year ending 30th June 1915.

Grantor of Concession to whom Consideration paid.	Party to whom Concession Granted.	Area.	Term.	Consideration.	Nature.	Reference to Register.
Essel Cudjoe, Chief of Apintoe, acting for himself and as the Representative of the Elders and people of the stool of Apintoe.	The Broomassie Mines, Limited, by Alfred Marquis Mackilligin its true and lawful Attorney.	826 acres	99 years from 16th February 1915.	Premium 160 <i>l.</i> and the yearly rent of 12 <i>l.</i>	Arboricul- tural.	Book No. 2 of 1915, page 181, No. 103/1915.

SUMMARY OF ABOVE CONCESSIONS.

Description.	Area.
Agricultural - - - -	Nil.
Arboricultural - - - -	826 acres.

N.B.—This Concession has become the subject of Notices in the Gazettes under "The Concessions Ordinances, 1900," and consequently appears in the Return of Lands rendered in conjunction herewith.

RETURN from DEEDS REGISTRY of AGRICULTURAL and ARBORICULTURAL CONCESSIONS of Areas not exceeding one square mile, for the Half-year ending 30th June 1915.

Grantor of Concession to whom Consideration paid.	Party to whom Concession granted.	Area.	Term.	Consideration.	Nature.	Reference to Register.
Rebecca Brown, on behalf of herself and her successors in title, and with the consent of some of the members of her family.	James Rae King, through his duly appointed Attorney and Agent John Trotter.	One square mile.	99 years from 28th January 1915.	Premium 25 <i>l.</i> , and the yearly rent of 15 <i>l.</i>	Agricultural and Arboricultural.	Book No. 2 of 1915, page 105, No. 70/1915.
Mary Brew, on behalf of herself and her successors in title, and with the consent of some of the members of her family.	James Rae King, through his duly appointed Attorney and Agent John Trotter.	One square mile.	99 years from 28th January 1915.	Premium 25 <i>l.</i> , and the yearly rent of 15 <i>l.</i>	Agricultural and Arboricultural.	Book No. 2 of 1915, page 110, No. 71/1915.
Maude Thompson, on behalf of herself and her successors in title, and with the consent of some of the members of her family.	James Rae King, through his duly appointed Attorney and Agent John Trotter.	One square mile.	99 years from 30th January 1915.	Premium 25 <i>l.</i> , and the yearly rent of 15 <i>l.</i>	Agricultural and Arboricultural.	Book No. 2 of 1915, page 256, No. 131/1915.

SUMMARY OF ABOVE CONCESSIONS.

Description.	Area.
Agricultural - - - - -	Nil.
Agricultural and Arboricultural - - - - -	3 square miles.
Arboricultural - - - - -	Nil.
Total - - - - -	3 square miles.

SUMMARY OF RETURN OF AGRICULTURAL AND ARBORICULTURAL CONCESSIONS EXCEEDING AND NOT EXCEEDING ONE SQUARE MILE.

Description.	Area exceeding One Square Mile.	Area not exceeding One Square Mile.	Total.
Agricultural - - - - -	Nil	Nil	Nil.
Arboricultural - - - - -	826 acres	Nil	826 acres.
Agricultural and Arboricultural - - - - -	—	3 square miles	3 square miles.
Total - - - - -	826 acres	3 square miles	4 square miles 186 acres.

No. 53A.

12998.

GOLD COAST.

The GOVERNOR to the SECRETARY OF STATE.

(Received 18th March 1916.)

(Confidential) Government House, Accra,
SIR, 25th February 1916.
IN continuation of the Acting Governor's Confidential despatch of the 21st August 1915,* I have the honour to transmit returns showing (a) Con-

cessions which have formed the subject of notices in the Gazette (b) of Arboricultural and Agricultural Concessions, for the half-year ending 31st December 1915.

I have, &c.
HUGH CLIFFORD,
Governor.

*No. 53.

Enclosure 1 in No. 53A.

RETURN of CONCESSIONS which have formed the subject of NOTICES in the GOVERNMENT GAZETTES for the Half-year ending 31st December 1915.

Number of Concession Inquiry.	Grantor of Concession to whom Consideration Money paid.	Company, Syndicate, or Person Claiming Concession.	Area.	Term.	Consideration.	Nature.
EASTERN PROVINCE.						
Nil.						
WESTERN PROVINCE.						
1295 C	Kobina Jaituah, Chief of Jukwa.	C. C. Mengel and Br. Company of America.	939·1 acres = 1·467 square miles.	25 years from 15th June 1906.	Premium 81l. and 1l. for every tree felled.	Timber rights.

CENTRAL PROVINCE.

2135 C	Mary Brew and Henry Brew, both of Cape Coast.	James Rae King, of 22, Walker Street, Edinburgh, Scotland.	One square mile more or less.	99 years from 28th January 1915.	25l.	Agriculture or Arboriculture rights.
2136 C	Maude Thompson, H. Brew Thompson and Mary Orleans, all of Cape Coast.	James Rae King, of 22, Walker Street, Edinburgh, Scotland.	One square mile more or less.	99 years from 20th January 1915.	25l.	Do.
2137 C	Rebecca Brown, Elizabeth Brown, and Lydia Brown, all of Cape Coast.	James Rae King, of 22, Walker Street, Edinburgh, Scotland.	One square mile more or less.	99 years from 28th January 1915.	25l.	Do.

SUMMARY.

Province.	A Area of Mining Concessions other than those in D.	B Area of Mining Concessions which include Timber or other rights.	C Area of Timber or other Concessions not being Mining Concessions.	D Area of Concessions for Petroleum or other Mineral Oils.	Total.
	LEASES.				
Eastern - - - -	Nil	Nil	Nil	Nil	Nil
Western - - - -	Nil	Nil	1·467 square miles	Nil	1·467 square miles
Central - - - -	Nil	Nil	3·000 square miles	Nil	3·000 square miles
Total - - - -	Nil	Nil	4·467 square miles	Nil	4·467 square miles

OPTIONS.

Nil.

AREAS of LANDS comprised in Concessions since 1908.

Description.	Area as at 30th June 1915.	Area for Half-year ending 31st December 1915.	Total.
Leases - - - -	3090·490 square miles	4·467 square miles	3094·957 square mile
Options - - - -	1076·75 " "	Nil	1076·75 " "
Conveyances - - - -	20 " "	Nil	20 " "
Agricultural and Arboricultural Concessions not included in the above Summary.	1875·927 " "	Nil	1875·927 " "

Enclosure 2 in No. 53A.

RETURN from DEEDS REGISTRY of AGRICULTURAL and ARBORICULTURAL CONCESSIONS of Areas exceeding and not exceeding One Square Mile for the Half-year ending 31st December 1915.

Nil.

No. 54.

24772.

SOUTHERN NIGERIA.

The SECRETARY OF STATE to the ACTING GOVERNOR.

(No. 705.)

Downing Street,

SIR,

10th August 1912.

WITH reference to my despatch of the 25th of June,* I have the honour to transmit to you the accompanying memorandum of points connected with the system of land tenure in Southern Nigeria on which information is desired by the West African Lands Committee.

2. I have to request that I may be furnished with the information desired by the Committee as soon as may be practicable. It is unnecessary that you should wait to send home this information until the whole has been collected, but you should transmit the evidence as it is obtained.

I have, &c.

L. HARCOURT.

Enclosure in No. 54.

Memorandum of points connected with the System of Land Tenure in Southern Nigeria on which information is desired by the West African Lands Committee.

Southern Nigeria can be divided into—

- (1) The Colony of Southern Nigeria (including Lagos).
- (2) The Protectorate.

The conditions in (1), *i.e.*, the Colony, including Lagos, are peculiar, differing materially from those in the Protectorate.

The Lands Committee does not appear to be concerned in questions arising out of the interpretation of the Treaty of Cession of 1861, and particularly in such cases as the "Foreshore Case," now *sub judice*. The Committee suggests that the Lands Department should furnish a report on the conditions of land tenure in the Colony, and take such native evidence as may be of general interest with regard thereto, not affecting the interpretation of the treaty or treaties of cession. Witnesses of all classes should be invited, and every facility be given them to express their views. The report and evidence should be sent to the Secretary of State as soon as possible.

(2) *The Protectorate.*—The District Commissioners should be instructed to inquire and take native evidence on the system of land tenure prevailing in their several districts, particularly with a view to obtaining information on the following points:—

- (a) What is the fundamental law of tenure?

(b) Is the individual ownership of land, involving an absolute right of possession and alienation, temporary or final, recognised by native customary law as regards—

- (1) Urban land. (2) Rural land?

(c) If such ownership is recognised, does native feeling favour its extension and appreciate the probable consequences of such extension as affecting native social institutions?

(d) To what extent, if at all, do the recognised heads of the community with their advisers (*i.e.*, chiefs and sub-chiefs with their councillors or elders) exercise control over the usage of land. For example, does the individual cultivator, whether cultivating produce for the export trade (such as cocoa), or cultivating produce for internal consumption or internal trade, use the land he is cultivating by grant or licence given by the recognised heads of the community of which he is a member? If so, do the recognised heads of the community retain the power of revoking the grant or licence? Upon the death of the individual cultivator or user of the land, to whom does the land (a) rural, (b) urban, revert? And, generally, what is the nature of the relation between the cultivator or user and the head of the community?

(e) To what extent, if at all, are the recognised heads of the community in receipt either for personal use or for state or tribal requirements, of revenues derived from the usage of the land? For example, does the individual collecting or cultivating produce for export pay rent for the use of his land, or a proportion of the proceeds derived from the sale of his product? Does the raiser of food-stuffs for internal consumption and internal trade do the same? Does the collector of palm-nuts, or the manufacturer of palm wine, do the same?

It is not desired to limit the evidence to the above points, and any further information likely to assist the Committee in their inquiry will be welcomed.

The Committee would be glad to obtain evidence on the points specified above from any natives in Lagos who have special knowledge of the subject, and particularly from the Unofficial Members of the Legislative Council.

No. 55.

27726.

SOUTHERN NIGERIA.

The ACTING GOVERNOR to the SECRETARY OF STATE.

(Received 2nd September 1912.)

Government House, Lagos,

Southern Nigeria,

14th August 1912.

(Confidential.)

SIR,

WITH reference to your despatch dated the 25th of June 1912,* and in continuation of Mr. Cameron's despatch No. 448 of the 23rd of July,† with regard to the appointment of a small committee to consider the laws in force in the West African Colonies and Protectorates (other than Northern Nigeria) regulating the conditions under which rights over land or the produce thereof may be transferred, and to report whether any, and, if so, what, amendment of the laws is required either on the lines of the Northern Nigeria Land Proclamation or otherwise, I have the honour to submit the names of the following witnesses

in addition to those already suggested in Mr. Cameron's despatch:—

Mr. A. R. Pennington, who is now on leave, and due to sail from England on the 11th of December.

Mr. R. M. Heron, who is now on leave, and due to sail from England on the 9th of October.

Mr. S. W. Sproston, who is now on leave, and due to sail from England on the 1st of January next.

Mr. F. Hives, who is now on leave, and due to sail from England at the end of October.

Mr. H. Bedwell, who is now on leave, and due to sail from England in the first week of November.

2. With regard to your request that I should furnish you, for communication to the Committee, with any statement I may wish to make on the subject of the proposed enquiry so far as it affects this Adminis-

* No. 1.

† 25318, not printed.

tration. I would invite your attention to Sir Walter Egerton's despatch of the 30th of May 1911* with the views expressed therein I am in complete agreement.

3. It has already been suggested to you in Mr. Cameron's despatch that Mr. Alexander, Commissioner of Lands, should be called as a witness in front of the Committee. As you are aware, Mr. Alexander's memorandum on the land system of the Western Province formed an enclosure to Sir Walter Egerton's despatch already mentioned, and I now have the honour to transmit two further memoranda by Mr. Alexander: one dated the 16th of September, dealing with the extent to which the Northern Nigerian land law is applicable to Southern Nigeria, the second containing some notes on the subject of land tenure in the Central Province. I may state at once that the information given in the second memorandum on the subject of land tenure by natives of the Central Province is equally relevant to the native system of land tenure in the Eastern Province.

4. I have also prepared a short memorandum† on this subject, which I transmit herewith. I must apologise for its crudeness, but, in view of the fact that the Committee has already been appointed and is now engaged upon its duties, I feel that further delay in answering your despatch should be avoided. I would mention that I am already due for leave, and, on my return home, will be glad to place myself at the disposal of the members of the Committee for the purpose of giving any evidence I can usefully offer.

5. I would add that, since the receipt of your despatch of the 6th of March 1911,* and Sir Walter Egerton's reply already quoted, steps have been taken to draft an Ordinance on the lines of the Northern Nigerian Land Proclamation, but I considered it advisable to delay forwarding the draft Bill home for consideration pending the arrival of Sir Frederick Lugard. This view has been strengthened by the information that has now reached me of your decision to nominate a Committee to consider the laws on the subject of land tenure at present in force in the West African Colonies and Protectorates, as I feel that no useful purpose now will be served by drafting any revised form of land legislation pending the publication of the Committee's report.

I have, &c.

F. S. JAMES,
Acting Governor.

Enclosure 1 in No. 55.

MEMORANDUM AS TO THE EXTENT TO WHICH THE
NORTHERN NIGERIAN LAND LAW IS APPLICABLE TO
SOUTHERN NIGERIA.

Chapter 65 of the Proclamation of Northern Nigeria declares the whole of the lands of the Protectorate to be native lands subject to a proviso that certain agreements with the Niger Company shall remain in force. All native lands are declared to be under the control of the Governor, and no title can be valid without his consent. The Governor has power to issue certificates of occupancy, which grant the right to the user of land.

At first sight a perusal of the law leads to the conclusion that it is intended that all holders of land, native or non-native, should have an occupation certificate from the Government. This would appear to be the literal interpretation of the wording. The issue of the certificates would in itself be a stupendous task, and involve a detailed cadastral survey of the whole of the Northern Nigeria Protectorate. In view of the obvious impossibility that such a task could be attempted with any hope of success by officials so few in number as those at the disposal of the Northern Nigeria Government, the opportunity was taken of discussing with Mr. H. R. Palmer, a Northern Nigerian official who can speak with authority, how far it was really intended by the Government to assume directly the allocation of land. His statement conveyed the impression that the intention of the Government was to insist merely on its ultimate control over land, and to leave the actual allocation to the Emirs within the territories of each

Emirate. Only in the case of an alien, that is, a person not a native of any portion of Northern Nigeria, would it be necessary to obtain a written certificate of occupancy.

The position of the Northern Nigeria Government then appears to be that in the cantonments, that is, the areas actually reserved for Government use and occupation, the Government exercises direct and absolute control, in the Emirates the Government exercises an ultimate control, but the actual administration and allocation of land is left to the Emir and his advisers. It may be added that each Emir has his civil list, which includes a large sum devoted to the maintenance of the Emir and his household, and that the proceeds from land go to public revenue.

These facts should, it is suggested, be borne in mind when we consider how far the land policy of Northern Nigeria can be adopted with advantage in this Colony and Protectorate. It will probably be agreed that the rules and principles of native land tenure do not differ greatly throughout the various territories subject to this Government, though no doubt the system will be found to be more primitive in the Central and Eastern Provinces than in the Western. The greater proportion of the Provinces has probably no central authority, the tribal village being found in many cases to be independent, each having its own land, the allocation of which is made by the local chief or headman. This statement will, of course, exclude the territories of the old Kingdom of Benin.

Bearing in mind the analogy of the conditions, it may be considered in what direction our land policy should be developed by legislation, and how far it is desirable and possible to bring it into line with that of Northern Nigeria.

A public declaration of the powers of the Government will be salutary. In Southern Nigeria the Government has not at present laid great stress on its control over the land, but it would appear desirable that its powers and rights should be definitely insisted upon. According to native ideas the ultimate control over land is vested in the ultimate sovereign. The definite declaration of this control will do much to bring home to the native tribes the paramount power and sovereignty of the British Government.

There is probably general concurrence as to the necessity of preserving, with such definitions and modifications as may be found necessary, the existing native customs as to the use and occupation of lands; stress has already been laid upon its importance in my previous memorandum. If native custom is to be maintained it follows as a corollary that the power of allocating the user of land must be left to the chiefs and village headmen, who must be compelled to observe the customary rules and limitations. The Government should, on the one hand, confirm native communities in their administration of land, on which depends their power and authority; and, on the other, prevent them from alienating their rights. It is hardly necessary to add that absolute alienation of land must be prohibited.

The right to administer land within his tribal or village boundaries should be confined, it is thought, to a power for the chief or headman to distribute the user among his own people, who will hold with the rights and subject to the obligations of native tenure. It should be open to any native desiring a written title to apply to the District Commissioner for a certificate of occupancy.

As to aliens, that is, persons not natives of the Protectorate, they should be compelled to obtain a certificate in every case. This certificate should be issued by the Government, which shall decide to whom the rent is payable. If the land is used for any purpose, compensation would be payable for the loss of legitimate occupation or user, but the question remains to whom the rent shall be paid. Personally, I think a proportion in every case, and perhaps the whole in the case of uncultivated and unused land, should go to a fund maintained for public works such as road construction and improvements. In the case of land actually cultivated, or previously cultivated and lying fallow, a large proportion of rent, at least one half, should go to the community justly claiming the land to be within its sphere of influence.

* Not printed.

† See appendix to evidence of Mr. F. S. James, 22nd November 1912, page 237 *et seq.* of African (West), No. 1047.

Enclosure 2 in No. 55.

There remains the position of the stranger, by which term is meant a native of the Protectorate seeking land from a native community other than his own. It is, I believe, customary in such a case for the stranger to take in marriage a woman belonging to the native community, and then to be apportioned land in the same manner as an ordinary member of the community; but the senior officials who will be consulted in the matter of land policy will be able to speak with authority on this point. In any case it is thought that a stranger should be allowed to obtain land by the ordinary rules of native tenure, or, if he prefer, obtain a certificate of occupancy through the District Commissioner.

Our new legislation should make it clear that the Government intends to leave to the native communities their power of distribution and allocation of land within their territories among, at any rate, their own people, and that, before any certificate of occupancy is issued, compensation will be due for loss of rights of user, except in the case of lands left waste and uncultivated. Subject to this it is suggested that our law should be on the lines of that of Northern Nigeria. Compulsory registration is desirable, and our titles to strangers and aliens may well be in the form of, and carry similar rights and obligations to, that introduced by the Proclamation. It is suggested, however, that the powers given by the Proclamation to the Supreme Court of Northern Nigeria should in Southern Nigeria be vested in the Provincial Land Courts. It may perhaps be doubted whether it is necessary to revise rents at intervals of only seven years.

It is thought that the idea of subsoil and mineral rights is practically absent from native conception. The property in everything below the surface is considered to be vested in the Government, though of course compensation would be payable by persons working minerals for interference with rights of user for farming and habitation.

As to the question of land taxation, our power of raising revenue from Customs dues makes it unnecessary to attempt to obtain large sums by means of land assessment, and it is doubtful whether a similar system to that prevailing in Northern Nigeria, where the collection is left to the chief, would be desirable in Southern Nigeria with the communities so primitive and the possibilities so great of extortion and wrong assessment.

It is suggested, however, that small dues might at any rate in some districts be imposed on the communities in proportion roughly to their resources, with a view to providing a fund for public works and similar purposes.

It appears to be very desirable and practically essential that there should be shown on the district maps the boundaries of the territory which each native or village or native community claims as its sphere of influence. Assistant District Commissioners come out with a knowledge of sketching, and it should be possible for the work to be done in time, extra Assistant District Commissioners being allocated where necessary. Such a map, however rough, would be of great value. It would probably be found that in some case the area claimed by small communities exceeded that which their resources permitted them to develop successfully. In such cases the issue of certificates to strangers and aliens would be of general benefit.

Should the preparation of such plans be found to involve a large application of time by District Commissioners, it is possible that the Provincial Commissioners might be prepared to make proposals for lessening the ties of District Commissioners and their Assistants to the routine of office work.

It may be mentioned, in conclusion, that this memorandum is written not with a view to attempting to influence in any way the opinions of the experienced officers to be consulted in the matters which it concerns, but merely with the object that these officers may have similar ground to work upon, and that the Government may have the advantage of looking for guidance to comments, observations, and criticisms given on similar lines.

C. W. ALEXANDER,
Commissioner of Lands.

16th September, 1911.

NOTES AS TO STATEMENTS ON LAND TENURE BY
NATIVES IN CENTRAL PROVINCE, AND SUGGESTIONS
AS TO LEGISLATION.

Paragraphs 8 to 16 of my memorandum of the 4th of November 1910, as to Yoruba tenure, would apply almost equally to conditions in the Central Province. The tendency seems to be for the ownership of the community generally to develop into the vesting of the common control in the person of the chief, who gradually extends his powers till they culminate in a centralised system of Government. This development, which has proceeded far in the Yoruba peoples, may be observed in the territories immediately subject to, and administered by, the Kings of Benin. The power of the Benis seems to have extended to the banks of the Niger, and we find that tribute was paid from the majority of the towns falling within this sphere of influence. Further offshoots of the Benis carried their influence to the Kukuru country in the north, and to the south to the country of the probably indigenous Sobos and Ijaws. The Kukurus appear to have migrated from the neighbourhood of Benin, and the Beni origin of the Jekris is an undoubted fact. There seems to have been little attempt, however, on the part of the Benis to impose an organised system of government on alien races. Provided that distant towns sent yearly tribute, their internal government was not interfered with. Thus it is that though we find a centralised system of government among the Benis themselves, some indigenous tribes which paid tribute appear to remain in the village community stage, controlled by chiefs whose power depends originally on their recognition as the head of a family. It is as the head of a family that a chief first exercises control over the land, which is regarded as family property. When in process of time the office of chief became to some extent elective instead of hereditary, the control over land is found to be vested in persons described as landowners, who may or may not be chiefs, but who are probably the descendants of the heads of the original families. More frequently the position of landowner does not become divorced from the office of chieftaincy, and the chief of a community is regarded as having under his control the disposal of the common land.

2. The main object of my investigations into the land system of the Central Province was to ascertain whether there was any ground for believing that individual right to sell or mortgage land was already recognised among the natives or was in process of development. Certainly no such right exists, and there is little evidence to show that it has a tendency to develop. The right of sale is non-existent. As to mortgage, frequently no right to pawn is recognised; in some communities the debtor can take the creditor to his farm and apportion him a certain amount of produce in settlement of the debt; occasionally we find a right of a creditor to enter on and use a farm till the debt is paid. But even in the last case there is no vesting in the creditor of property in land, but merely a temporary transfer of the right of user. It is not infrequent for a native if questioned as to the rights of transfer of land by individuals, to remark that "the land belongs to all" or words to that effect.

It is thought that it would be well to bring home to political officers the importance of ascertaining the rules of native tenure, and insisting on their recognition in the district courts. Sales of land under execution for debt should be carefully guarded against.

3. M. Delafosse states in his memorandum that "no land in West Africa is without an owner." This will, I think, be found to be absolutely true of practically all land in Southern Nigeria; it is regarded as being within the sphere of influence of some community, and the disposal of any portion without reference to that community would be regarded as an injustice. On page 2 of my memorandum of the 6th of September last I suggested, in the second paragraph, that a proportion of rent from land leased should go to a fund maintained for public purposes. One such purpose should be the laying out of native towns and the maintenance of good streets. The new provincial

surveyors should be of great assistance in this matter.

4. In the latter portion of page 4 of my memorandum I referred to the importance of ascertaining definitely the boundaries of the territories claimed by the various communities. I still urge that this work is of great importance, but it will be one of great difficulty, owing to the inadequacy of the native boundary marks, and must be of gradual accomplishment. Its completion will, however, go far to assist the labours of the local courts, which are, I understand, frequently confronted by perplexing and tedious boundary disputes.

5. Speaking generally, I suggest that our new law should contain provisions to the following effect:—

- (a) The whole of the lands to be declared "Native lands."
- (b) Native communities to be governed by their own customs so far as their own people are concerned.

(c) Strangers to be liable to ejection at the discretion of the District Commissioner unless they hold registered occupation certificates. Occupation certificates to be at a rent fixed by the District Commissioner, a proportion of which, not less than 50 per cent., to be paid to the native community claiming control over the land, and the remainder to be paid to a district fund for local public purposes.

(d) The obligations and rights of holders of occupation certificates to be similar to those set out in the Northern Nigeria law.

6. It is suggested that the work of carrying out the provisions of the new law should be left mainly to the District Commissioners, who should not be interfered with in the exercise of their powers more than is absolutely necessary.

C. W. ALEXANDER,
Commissioner of Lands.

No. 56.

SOUTHERN NIGERIA.

24772.

The SECRETARY OF STATE to the GOVERNOR.

(Sent 4.30 p.m. 6th September 1912.)

TELEGRAM.

Referring to my despatch of 10th August,* district officers should be instructed to explain to native witnesses that the Government is anxious to prevent natives losing rights over the land which they possess

by native law and custom, and that, therefore, inquiry being made to ascertain for certain what the native law and custom really is.—HARCOURT.

No. 57.

SOUTHERN NIGERIA.

30010.

The ACTING GOVERNOR to the SECRETARY OF STATE.

(Received 23rd September 1912.)

Government House,
Lagos, Southern Nigeria,
4th September, 1912.

(No. 542.)
SIR,

I HAVE the honour to enclose copy of a memorandum which has been compiled by the Acting Commissioner of Lands, showing the existing methods of Government control over Crown and other lands in Southern Nigeria.

2. I have made two foot-notes where, in my opinion, the memorandum is incorrect.

3. This memorandum has been compiled in case it may be of convenience to your Office or to the members of the West African Lands Committee.

I have, &c.

A. G. BOYLE,
Acting-Governor.

Enclosure in No. 57.

MEMORANDUM.

Existing Methods of Government Control of Crown and other Lands in Southern Nigeria.

Until recent years the Colonial Government cannot be said to have evolved any very definite land policy applicable to Southern Nigeria generally. In earlier days the Colony and the Provinces of the Protectorate had their own systems, and though these varied but little there were, at the same time, slight differences, the outcome of circumstances peculiar to each Province.

The Western Province.

2.—(i) Outside the Colony no attention appears to have been given to the land question before the amalgamation in 1906, and no leases were issued except for lands already leased to the Government by the native governments.

(ii) In the history of the Colony there were two distinct periods:—

- (a) that covered by the administration of Sir J. H. Glover, 1863–72;
- (b) subsequent administrations up to the amalgamation of the Colony and Protectorate.

3.—(a) There seems to be no doubt that during Sir J. H. Glover's administration all land in the Colony of Lagos was regarded as within the gift of the Crown. From the point of view, however, of the preservation of the rights of the Crown, the principle might as well have not existed, as measures were taken at an early date to alienate in perpetuity a very considerable area by way of Crown grants, conferring fee simple titles. Governor Glover also issued 700 occupancy tickets at Ebute Metta. The nature of the title thus conferred is at present the subject of proceedings in the Supreme Court.

(b) Under subsequent administrations not only was the process of alienation continued on an extensive scale, but the rights of the Crown seem to have been in danger of being overlooked altogether. In his despatch of October 4th, 1898, the then Governor, Sir George Denton, objected to the proposal to make allotment of the remaining lands in Lagos subject to a quit rent, and recommended adherence to the old system of Crown Grants.

4. The results of this policy may be gathered from the following facts:—

(i) During the period from 1861 to 1891 only one lease from the Government was registered in Lagos. The deed in question was signed in 1863, but half the area so leased was surrendered in 1865 and a Crown grant issued for the balance four years later.

(ii) The scanty Lagos rent roll is composed largely of leases for foreshore and wharves.

* No. 51.

(iii) The right of the Government to deal with forests even has been disputed. (*Attorney-General v. John Holt & Co., Ltd., and W. B. MacIver & Co., Ltd.*)

The Central Province.

5.—(i) This Province is composed of lands which were formerly under—

(a) The Royal Niger Company.

(b) The King of Benin.

(c) Such parts of the Niger Coast Protectorate as were not included in the Benin Kingdom.

(ii) These are also considerable stretches of land belonging to tribes recently conquered, and a certain amount of reclaimed swamp land at Forcados.

6. During the early period of the British administration direct control seems to have been claimed with regard to lands derived from the Royal Niger Company only, while in the former territories of the King of Benin and the Niger Coast Protectorate few leases were granted by the Government.

Eastern Province.

7. The situation in the Eastern Province was much the same as that in the Central, with the exception that the Royal Niger Company's lands were practically limited to their holding at Akassa. There was also nothing analogous to the kingdom of Benin. Throughout the period covered by the British administration of this Province 13 Crown leases only have been issued.

8. It should be noted that neither in the Central nor the Eastern Province was any attempt made to alienate by way of Crown grant such land as was definitely recognised as belonging to the Government.

9. The modern practice is, in many respects, the reverse of that of former years. One of the first symptoms of the changed attitude of the Government was the passing in 1903 of the Native Lands Acquisition Ordinance, in which it was laid down that all leases of lands in the Protectorate granted by natives to aliens should be submitted to the Governor for approval. This Ordinance was originally held to apply to the Eastern and Central Provinces only. It is now, however, regarded as applicable to the Western Province and to include even the protected Yoruba states.

10. Since 1903, however, the Government has gone further. In 1908 it was pointed out by the Provincial Commissioner of the Central Province that though it might be said that Sir R. Moor had tacitly acknowledged the Binis as owners of the soil by allowing them to accept timber and rubber royalties, at the same time, according to Bini custom, all unoccupied lands had vested in the Kings of Benin and should, therefore, now vest in the Crown as their successor. This view has recently been extended so as to include all the waste and unoccupied lands in the Central and Eastern Provinces, and subsoil and mineral rights. In practice waste lands are now claimed in the Colony of Lagos also.

11. This principle is not altogether in accordance with some of the existing Ordinances, which are, therefore, being amended. In particular is this the case with regard to the Mining Regulation Ordinance of 1905 and the Mining Regulation (Oil) Ordinance of 1907, in both of which the effects of the former absence of any definite land policy are apparent. For instance, under the latter Ordinance provision is made for the purchase by the Governor from the native authority of full and exclusive rights over all mineral oils within or under any lands which are the property of any native community. Arrangements of this nature have been entered into with natives and fees paid without any reservations whatever as to waste lands.

12. In general, however, consistent efforts are now made to safeguard the rights of the Crown and, except in rare cases, where the Government is bound by a previous engagement, no complete alienation is allowed by way of fee simple, all grants being now in the nature of leases as required by Lord Crewe in his despatch of June 11th, 1908.

13. Leases granted by the Government, or for which Government sanction is required, are regulated by the following Ordinances:—

(i) The Crown Lands Ordinance of 1908, including Rule 9 of 1912 (agricultural leases).

(ii) The Lands Ordinance of 1907. (*Page 1166.*)

(iii) The Mining Regulation (Oil) Ordinance of 1907. (*Page 1364.*)

(iv) The Mining Regulation Ordinance of 1905. (*Page 1345.*)

(v) The Forestry Ordinance of 1901 and 1902. (*Page 1312.*)

(vi) The Native Lands Acquisition Ordinance of 1903. (*Page 1188.*)

The Crown Lands Ordinance of 1908, No. XIII, of 1908.

14. This Ordinance provides for the making or alteration of rules for the disposal or temporary occupation of Crown lands. The main provisions are as follows:—

(a) Rules may be made as to the form of applications for land, the terms and conditions on which grants, leases, or other land dispositions shall be issued, exemptions from rent, and the time and place for the payment of rent.

(b) Rent is payable by the grantee, his heirs, executors, or assigns annually, and is revisable every 30 years. (*Section 3 (1).*)

(c) The rate is fixed by the Governor for the next 30 years, but the amount then payable shall not exceed that fixed for the preceding term by more than 50 per cent. (*Section 3 (2).*)

(d) Provided that in making such revision no account shall be taken of the improvements made by the landholder or his predecessors in the title. Revision may also be general as to certain fixed areas and not with reference to each separate grant. (*Section 3 (3).*)

(e) There are certain implied covenants, the burden of which runs with the land comprised in the grant. They are to the effect that rent, if any, shall be paid at the time and place prescribed, that landmarks are to be maintained, and that the grant shall not be assigned or demised otherwise than in its entirety. (*Section 4 (2), (1) (i, ii, and iii).*)

(f) Provision is made for the survey of any grant, and in certain cases for a licence to occupy before survey, and all boundaries have to be defined and boundary marks maintained. (*Sections 5 and 7.*)

15. Under this Ordinance leases are granted throughout the Colony and Protectorate generally for small plots or building sites, and for periods ranging from a yearly tenancy to 99 years and from a rent of 1s. upwards.

16. Registration in the Land Office is provided for under the Lands Ordinance of 1907, section 2, and the Land Registration Ordinance of 1907, section 12. (*Laws, pages 1166, 1159.*)

17.—(i) Certain leases on moderate terms are still granted under the Hausa Lands (Expropriation) Ordinance of 1906. (*Section 8, Laws, page 1211.*)

(ii) Leases for 21 years are also granted by the Government to traders who wish to erect shops in the vicinity of railway stations on land taken over by agreement from the Native Governments through whose territory the line passes. The leases should probably be more correctly described as sub-leases. (*Page 1092 of 1901 Laws, section 1, and page 1097 of 1901 Laws.*)

18. In all the above cases a provision is invariably inserted in every lease for re-entry by the Government in the event of failure by the lessee to observe its covenants.

Agricultural Leases.

19.—(a) (i) Rule 9 of 1912, under the Crown Lands Ordinance of 1908, defines an agricultural lease as "one granted by the Governor to some person not a native of Nigeria for purposes of cultivating, planting, or farming." No agricultural lease can be granted for an area of more than 1,500 acres, and until at least one half of the original area is brought under cultivation to the satisfaction of the Governor no further lease can be granted to the same lessee. (*Sections 1, 2, and 3.*)

(ii) The term is limited to 99 years, but is renewable, and the proposed lessee must satisfy the Governor

as to his financial ability to carry out the provisions of his lease. He must also deposit with the Treasury a sum sufficient to cover the cost of a survey of the proposed area by the Survey Department. (*Sections 4, 5, and 6.*)

(b) Existing rights of way, rights to hold markets, sacred trees, and groves, are reserved under the lease. (*Section 7.*)

(c) Unless provision is made to the contrary, an agricultural lease is exempt from the timber or rubber rules for the time being in force. (*Section 8.*)

(d) Certain covenants are inserted in each lease dealing with the compensation to owners of indigenous produce within the area leased, the Governor's power to veto underletting or assignment, the prohibition of planting within 30 feet of the centre line of any main road, the amount of land—half the area which has to be kept in cultivation—and the rate at which it has to be brought into cultivation (one-tenth of the whole area on each of the first five years). (*Section 9.*)

Provision is also made for re-entry by the Government in the event of breach of these covenants. (*Section 10 (e).*)

Mineral Leases.

20. These fall under the Mining Regulation (Oil) Ordinance of 1907 and the amending Ordinance (No. XIX. of 1909) with regard to oil, and the Mining Regulation Ordinance of 1905 with regard to minerals generally. Though they do not bear directly on the subject of this memorandum, it is thought that a brief account of the conditions attached to the issue of licences under these Ordinances may also be of use. It is therefore included.

21. The Mining Regulation (Oil) Ordinance of 1907 is no longer considered to be suitable to Southern Nigeria, and the rules made under it have had to be subjected to constant amendments. The Government, at the suggestion of the Secretary of State, has therefore decided to introduce at an early date a new Ordinance based on that at present in force in British Guiana, a colony which, it is understood, had, in framing its law, the benefit of the previous experience of Trinidad. (*Page 1364.*)

Oil Leases.

22. The main provisions are as follows:—

(a) No drilling or working for mineral oils can be carried on except on oil lands, notified as such by the Governor in the Gazette, and no work can be done in the proclaimed areas except under a licence or lease granted by the Governor. (*Sections 4 and 6.*)

(b) It shall be lawful for the Governor to enter into an agreement with any native authority for the purchase of full and exclusive rights in and over all mineral oils within or under any lands which are the property of any native community. (*Section 5.*)

(c) No person other than the holder of a licence under the Ordinance can drill for oil unless he is the holder of a lease granted by the Governor. (*Section 8.*)

(d) At the expiration of four years from the date of the grant of a licence under section 2 of the Amending Ordinance (No. XIX. of 1909), or at the expiration of the period of renewal of such licence, the holder of such licence shall not drill except under a lease granted by the Governor. (*Section 6 of XIX. of 1909.*)

(e) Every lease has to be registered at the Lands Office and shall be granted to British companies only. (*Sections 10 and 15.*)

(f) The rights of natives to hunt, farm, or collect produce over the area leased are reserved, in so far as they do not interfere with the rights conferred on the lessee. (*Section 16.*)

(g) A person desirous of obtaining a lease must apply to the Governor after marking off his area, a separate application giving full particulars being sent in for each area. A statement of the immediately available working capital, which shall not be less than 25,000*l.*, must be given at the same time. (*Schedule II., 13, 15, and 16: Rule 2 of 1909.*)

(h) The holder of a licence has the sole right to mark out an area for a lease within the area subject to his licence. (*Schedule II., 18.*)

(i) A lease must be in the prescribed form and cannot be granted for a period of over 50 years, and the area must not be less than one-quarter of a square mile

or more than four square miles in extent, the aggregate of leases granted to one person in his own right, or conjointly with others, not exceeding 40 square miles. (*Schedule II., 21, 22, and 23.*)

(j) Lessees of an area up to 20 square miles are entitled to the reservation of a zone of four times the area of the lease, or less, as the Governor may determine. (*Schedule II., 24.*)

(k) The holder of every lease shall within eight months of the granting of the lease import into the Colony and within a further six months erect on leased land deep drilling machinery capable of drilling to a depth of 1,800 feet, and shall within 24 months drill a bore hole of at least 1,800 feet for every four square miles of the area leased. The Governor can, however, sanction boring operations being discontinued if a stratum is reached which is known to negative the existence of oil in the strata below. (*Section 37a Rule 12 of 1910; Section 42a, Rule 1 of 1911; Rule 12 of 1910.*)

(l) Leases may be terminated on breach of any rules and by exhaustion of mineral oil, or by surrender. (*Schedule II., 25, 26, and 27.*)

(m) Transfers or assignments must have the Governor's sanction, and must be gazetted. (*Schedule II., 30.*)

(n) All leases are subject to the right of pre-emption by His Majesty's Government, and to the fees, rents, and royalties prescribed in Schedule I. of the Ordinance. (*Schedule II., 31, a-d; Schedule I.*)

(o) An application for a lease must be accompanied by a deposit as laid down in Rule 14 of 1909, section b.

(p) On the grant of a lease the lessee comes under the provision of the rules under Schedule II., sections 34-56, which deal with the actual working of the area leased.

23. Up to the present three leases only have been issued under this Ordinance.

Oil Licences to drill for and work Mineral Oils.

24. The principal rules affecting the issue of licences are as follows:—

(a) Every application for a licence shall be made within one year from the notification of the oil area in which it is proposed to work. (*Ordinance XIX. of 1909, section 2.*)

(b) Full particulars as to his own position and of the situation of the land he proposes to work shall be given by each applicant. He must also have at his command immediately available working capital to the extent of 25,000*l.* (*Schedule II., section 1, page 1374; Rule 2 of 1909.*)

(c) The holder of a licence shall have the sole right to drill for and work mineral oils within the lands named therein not exceeding 500 square miles, for a period not exceeding four years. (*Ordinance XIX. of 1909, section 4 (2).*)

(d) As soon as any mineral oil shall have been raised, won, or gotten by the holder of any licence, no further licence to drill for and work mineral oils shall be issued within the same area of land notified by the Governor. (*Ordinance XX. of 1909, section 4 (3).*)

(e) Licences may be transferred, assigned, surrendered, or, on breach of the regulations, revoked by the Governor. (*Schedule II., Rules 7, 8, 9.*)

(f) Every applicant for a licence to drill for and work mineral oils shall deposit in the Treasury cash, or a bond with two sureties, or a banker's guarantee to be approved by the Colonial Secretary, at the rate of 500*l.* for every 100 square miles included in the licence, a part of the deposit being returned in proportion to the number of bore-holes drilled until the deposit has been returned in full. (*Rule 14 of 1909.*)

Mining Leases.

25. The Mining Regulation Ordinance of 1905 may be said to be completely out of date. The regulations as to priority of leases, for instance, are rendered meaningless by the new rules issued with regard to general and exclusive prospecting licences. Also, it is now held that certain of the regulations with regard to natives contained in the Ordinance are superfluous. For these and other reasons a new Ordinance, based on the Northern Nigeria Minerals Proclamation of 1910, is about to be introduced by the direction of

the Secretary of State. (Confidential despatch of December 1st, 1911.) (Page 1345, Rule 21, page 1355 Rule 8 of 1912.)

The principal provisions of the present Ordinance are, however, given as they now stand:—

(a) Rule 1 provides for the payment of certain fees and taxes on profits, a certain proportion being paid to the proper native authorities. (Page 1351, Rule 2 (b).)

(b) Application for a lease shall be made after the area has been properly marked out, and full particulars as to the proposed lessee, his area, and the minerals for which a lease is required, sent in. (Rule 16, page 1354.)

(c) Subject to the Governor, in the exercise of his discretion, refusing to assent to a lease which has been granted by a native community, the licensee who first marks off an area and applies within 30 days for the grant of a lease shall have the prior right. (Rules 18, 21, and 22.)

(d) The assent of the native community is necessary, and the Governor has to approve before a lease can issue. (Rules 22 and 23.)

(e) No lease shall be for a term exceeding 60 years. (Rule 26.)

(f) The area of lands included in a lease shall not exceed five square miles in any case, and shall not exceed one square mile where minerals of the kind subject to the lease have been found within 10 miles of the area applied for. (Rule 27.)

(g) The aggregate extent of the lands included in any leases held by one person in his own right, or with others, shall not exceed 20 square miles in any case, and not exceed three square miles in places where minerals of the kind leased have been found within 10 miles of any of the areas applied for. (Rule 28.)

(h) Subject to these provisions, a lessee has the right within the area leased to mine the specified minerals and enjoy all such privileges as are accorded under the Ordinance. (Rule 29.)

(i) Every lessee shall begin to mine within six months of the date of his lease, and shall not, without the consent of the Governor, discontinue work for periods together exceeding six months in any one year, or for a continuous period exceeding one year during the term of his lease. (Rule 31.)

(j) Rules are made for the proper working of an area so leased and for the revocation of the lease on the lessee failing to observe its terms. (Rules 32-43, and 44.)

(k) Leases may also determine through exhaustion of the minerals leased or by surrender by the lessee. They may also, with the Governor's sanction, be transferred or assigned, and all transactions with regard to them shall be gazetted. (Rules 45, 46, 48, and 49.)

(l) The Governor may at any time require any person applying for a lease, or the holder of a licence, or any lessee, to give security for due payment of the costs of survey, fees, and taxes on profits. (Rule 50.)

(m) Mahogany or other timber trees or other trees specified in the rule shall not be cut down by the lessee. (Rule 52.)

Licences under the Mining Regulation Ordinance of 1905.

26.—(a) The issue of licences under the ordinance is now regulated by Rule 8 of 1912, which came into force on July 31st of this year. Prospecting licences under this rule are of two kinds, general or exclusive.

(b) A general licence carries with it the right to prospect, and an exclusive licence the sole right to prospect within the area named in the licence.

(c) Applicants for either licence must give full details as to themselves and the locality in which they desire to prospect. If they are applying for an exclusive licence they must also state what minerals the licence is to cover, and send in large-size plans of the proposed area, which must be beaconed and have its boundaries defined in such a manner as to be a guide to those desiring to locate contiguous areas and to the satisfaction of the Commissioner of Lands. (Rule 8 of 1912, section 1, 1 (a), 1 (c) (ii), 1 (c) (i).)

(d) Should the Commissioner of Lands not be satisfied with the survey of the area covered by an exclusive licence, the Governor has power to direct that

a survey be made by a Government surveyor at the expense of the licensee. (Section 1 (c) (iv).)

(e) Continuous prospecting has to be carried on by the holder of an exclusive licence throughout the period for which the licence is granted.

(f) The shape of an area over which an exclusive licence to prospect is granted shall be such that the average width, as determined by dividing the area by the greatest length, is not less than one-third of the greatest length.

(g) Every exclusive licence may be granted for a period not exceeding three years and a general licence for one year from the date mentioned therein. (Section 4 (a), (b).)

(h) Both are renewable. (Section 5.)

(i) The most noteworthy points about the new rules are the strict enforcement of adequate demarcation of areas under exclusive licences, and the omission of any reference to native chiefs, whose assent had previously been necessary in certain cases. (Page 1353 of Laws, Rules 7 and 8 (repealed).)

(j) In practice an exclusive licence is not granted until it can be shown that genuine prospecting has been carried out under a general licence.

(k) The Ordinance permits the issue of exclusive licences up to 500 square miles. In practice, however, exclusive licences for areas exceeding 16 square miles are no longer issued. (Page 1346, section 5.)

The Forestry Ordinance.

27. The term lease is not expressly mentioned in the Forestry Ordinance, but the timber licence holder is, to all intents and purposes, the lessee of the timber area covered by his licence.* For the purpose of these rules the term "holder of a licence" includes the grantee or his assignee, and "owner" includes any chief, or chiefs, having the disposition of any lands or rights thereover, or any member of a native community, having authority from the chief, or chiefs, of the community to take timber. (Page 1312.)

The principal provisions of the Ordinance with regard to timber licences are as follows:—

(a) No licence shall be granted without the assent of the Governor, and no licence over an area exceeding 100 square miles shall be granted without the permission of the Secretary of State. (Page 1328, Rules 3 and 6.)

(b) Applicants must satisfy the Governor as to their financial position. (Rule 4.)

(c) A licence shall confer the right to fell and carry away the species of trees named therein, and shall not confer exclusive right to the use of roads, waterways, or river frontages within the area over which the licence is granted, except with the permission of the Governor. (Rule 7 (1), (4).)

(d) Licences shall be granted for five years with a right to renew for further periods of two years on the certificate of the Conservator of Forests that the holders of the licence have substantially complied with the conditions of the licence. An order for renewal must be endorsed on the copy of the licence filed in the Land Registration Office. (Rule 7 (3).)

(e) In case there is any doubt as to the title of the grantors the matter is to be referred to the Attorney-General for report. (Rule 9.)

(f) When the limits of the lands covered by a licence are not adequately shown by natural boundaries, they must be marked out in the presence of a Forest Officer, or his representative, and the applicant, or his agent. (Rule 12.)

(g) A distinctive delimitation mark must be fixed. (Rule 13.)

(h) A distinctive hammer mark for timber to be exported has also to be fixed. (Rule 14.)

(i) A copy of the licence and plan, when complete, is to be filed at the Lands Registration Office. (Rules 15 and 16.)

(j) The species of timber to be felled must be specified in the licence. (Rule 18.)

(k) Holders of a licence shall commence work within six months from the date when the Governor's consent was given, and shall not discontinue work for more than 24 weeks in the whole of any one year, or

* This is incorrect. The licence holder has merely a licence to cut timber, and can in no way be regarded as the lessee of the area.

for a consecutive period of more than 16 weeks. They must also mark all trees which they desire to fell and send the list of these with full particulars to the nearest European Forest Officer. The lists shall be endorsed by the Forest Officer, and are then to be retained by the licensee as his authority for felling the trees. (Rules 19, 21, and 20 (3).)

(l) No timber shall be exported unless it bears the Government pass mark. (Rule 20 (4).)

(m) "Juju" trees, and trees within 400 yards of a market or village, may not be cut down without the consent of the local chiefs and the District Commissioner. (Rule 21.)

(n) The grantors may farm any area included in the licence, provided they give three months' notice to the grantee of their intention. (Rule 22.)

(o) Provisions are made to prevent the obstruction of waterways and giving licence holders general powers to erect necessary buildings and stages. (Rules 24 and 23.)

(p) Rules are also made exempting from felling trees under a certain size and providing for the replanting of the area with young trees by the grantee. (Rules 25 and 27.)

(q) Licences may be transferred only with the consent of the Governor, and may be determined on exhaustion of the timber, or when the Governor is satisfied that the timber is not being sufficiently worked, or in the event of non-payment of royalties by the grantees, or a breach of the rules under the Ordinance. (Rules 31, 32, and 33.)

(r) Provision is made for security to be given for the payment of royalties and the performance of duties imposed by the Ordinance. (Rule 37.)

(s) The payment of fees and the amounts to be paid to the grantors are regulated by Rules 38 to 40. (Rules 38 to 40.)

(t) Certain important rights are reserved: (1) The grantors can fell or cut, with the Conservator's consent, any trees for their own domestic use; (2) with the consent of the grantors (the native chiefs) the Government may fell any trees when required for the construction or repair of Government buildings or works. (Rule 43.)

28. It will be seen from these rules that the Ordinance confers no rights over the actual land contained in the area included in the timber licence. Further, by Rule 7 (2) it is provided that the existence of a timber licence shall not preclude the grant of a mining licence or mining lease over the same area. Under certain circumstances, however, an application by the holder of a timber licence for an exclusive or general mining licence over his timber area would be given priority of consideration. (Rule 7 (2).)

Rubber Licences.

29.—(a) Applications for rubber licences shall be made to, and licences may be granted and issued by, any District Commissioner or European Forestry Officer of the district. (Page 1320, Rule 3.)

(b) Subject to the rules a licensee shall be entitled to collect rubber on any reserve and on any native lands, but licences may be refused, and no person is entitled as of absolute right to the issue of a licence. (Rules 4 and 6.)

(c) Licences shall be issued for the season, that is to say, from May 1st to October 31st inclusive. No tapping shall take place during the dry season from 1st March to 30th April. (Rule 5 of 1910.)

(d) When a licensee is not a member of a native community of the district to which his licence relates, the consent of the head chief of the community to the collection by him of rubber on the lands belonging to such community must be obtained. (Rule 13.)

(e) Provisions are made with regard to the girth of the trees to be tapped and the method of tapping. (Rule 5 of 1910.)

(f) Native communities entitled to fees shall establish and maintain nurseries for rearing rubber plant; and in the event of their failure to comply with this rule the Government may direct the Forest Officer to comply on their behalf, the fees due to the community remaining unpaid till the cost of planting is covered, provided that such native communities shall not be bound to expend greater amounts than one half the amount received by them as fees. (Rule 19.)

(g) Fees allotted to each community are to be divided in accordance with native law. (Rule 21.)

(h) A licence may be forfeited on failure to observe the rules of the Ordinance.

30. Under this Ordinance the Government is empowered to acquire by agreement with any native, or natives, owning the same, any timber lands or rights with a view to the establishment of Government reserves. Several agreements of this nature have been concluded. (Page 1313, section 5.)

31.—(1) It may here be mentioned that of late years applications have been received from prospective syndicates or companies for permission to cultivate rubber on certain areas, and simultaneously to exploit timber and tap indigenous rubber. It has been pointed out that the laws of Southern Nigeria already provide for the issue of licences for the collection of timber, and do not admit of exclusive rights being granted for the collection of vine rubber. Leases for areas up to 1,500 acres for the cultivation of rubber have been offered, subject, amongst other conditions, to provisions as to the rate of cultivation and the satisfaction of the Crown Agents that the applicant has adequate working capital at his command.

(2) An application has also been received for exclusive rights of installing depericarper machinery over an area of 20 miles in radius. The Secretary of State has given his consent to this application being granted provided that (a) the radius is reduced to 10 miles, (b) the site be approved by the Colonial Government, (c) the prohibition of other depericarper installations shall not apply to hand but only to power machinery, (d) that should the approved site be within 10 miles of an existing station of any European trading firm, such firm shall not be thereby prohibited from establishing similar depericarper machinery within half a mile of its present premises. (Secretary of State's letters of 24th February 1911, and of 19th February 1912.)*

Native Lands Acquisition Ordinance of 1903.

32.—(a) This Ordinance was brought into force owing to the fact that many native communities and individual natives had sold valuable land to aliens, as defined by this Ordinance, for inadequate sums, without realising, apparently, the nature of the transaction, alienation in perpetuity being contrary to native custom.† (Page 1188.)

(b) An alien is defined as any person who is not a native of the Colony or Protectorate. An instrument is any document in writing affecting any land in the Protectorate and includes a will. (Section 2.)

(c) The Ordinance provides that no alien shall acquire any interest or right in, or over, any lands within the Protectorate from a native, except under an instrument which shall have received the approval in writing of the Governor. (Section 3.)

(d) Any instrument which has not received the approval of the Governor shall be null and void. (Section 3.)

(e) When it appears to the court that an alien is in possession of lands belonging to any native wrongfully or under colour of any instrument to which the consent of the Governor has not been given, the court may, on the application of the Attorney-General, require such person to produce the instrument under colour of which he holds the land in question. If the court is not satisfied as to the title, it may order such alien to give up possession of the land. (Section 5.)

(f) A fine of 100l., or imprisonment not exceeding 12 months, is the penalty for infringement of this Ordinance, and no instrument to which the approval of the Governor is required shall be registered under the Land Registration Ordinance, unless such instrument has been signed by the Governor. (Sections 6 and 7.)

(g) It was formerly held that this Ordinance applied to the Eastern and Central Provinces only. It has, however, now been decided that it applies to the Western Province also, its terms, in the opinion of

* Nos. 11 and 30 in [Cd. 6561] January 1913

† This is not quite correct. It was to prevent the alienation of native lands, which is contrary to native law and custom.

the Secretary of State, not restricting directly the operations of the native authorities, but imposing "a definite disability upon aliens over whom the British Government certainly has control."

(i) The Secretary of State has also ruled that, as in the case of Crown lands, the tenure granted under

the Native Lands Acquisition Ordinance should be limited to grants in the nature of leaseholds.

W. BUCHANAN SMITH,
Acting Commissioner of Lands,
Lands Department, Lagos,
28th August 1912.

No. 58.

SOUTHERN NIGERIA.

The GOVERNOR to the SECRETARY OF STATE.

(Received 18th November 1912.)

36431

Government House,
Lagos, Southern Nigeria,
30th October 1912.

(No. 64L)
SIR,

WITH reference to your despatch of the 10th of August,* requesting that you may be supplied with information desired by the West African Lands Committee on the subject of the system of land tenure in Southern Nigeria, I have the honour to transmit copies of reports on six districts of the Protectorate.

2. Briefly summarised, the results seem to be as follows:—

Ilesha.—Area 2,964 square miles. Population, 339,000. Tenure is vested in the family.

Benin.—Area, 4,057 square miles. Population, 84,000. All land belongs to the king. Aliens pay a tax, half of which goes to the king.

Agbor.—Area, 447 square miles. Population, 75,000.

Sapele.—Communal and inalienable, except plantations and houses, in which there is individual proprietorship.

Asaba.—Area, 820 square miles. Population, 200,000. Communal and inalienable, except urban. Agricultural land reverts after each season.

Idah.—Area, 1,893 square miles. Population, 49,000. The Attah is a feudal lord and grants fiefs perpetual to first grantee. Individuals use land at the will of the chief; all occupiers pay tribute proportional to the land occupied. Complete alienation is not allowed.

3. In accordance with your instructions I shall forward further reports as they are received, together with replies to some questions drawn up by myself.

I have, &c.

A. G. BOYLE,
For Governor.

Enclosure 1 in No. 58.

District Commissioner's Office,
Western Province,

SIR,

Ilesha, 7th October 1912.

IN reply to your letter of September 3rd, I have the honour to inform you that I have been to ten towns in the Ekiti country lately, and asked in each the laws with regard to land, and in all I got the same answers—that a man's land is handed down from one to the other in the family; they pay no rent to anyone; it is their own property absolutely, the king of the town has no claim in it in any way; they cannot sell, but if a man wants a farm, the owner can let it by taking so much of the crops in return for rent; no stranger can take up absolute possession of land round a town, but he may have a farm and pay so much out of his crops to the owner, but he never can have right of ownership of the said farm.

2. The natives say that they would not favour any other system. This right to the land they own is final and recognised by native customary law. This applies both to urban and rural land. The heads and chiefs have no right over anyone's land; the owner gets no grant or licence from the head of his town. If the owner of land dies, it passes to the next-of-kin in rural and urban and in no case to any stranger.

3. The heads of community receive nothing from the owner of lands, no proportion of produce of such land either in food-stuff, palm nuts, &c.

I have, &c.

W. E. BEAMISH,
Acting District Commissioner.

The Honourable the Colonial Secretary.

Enclosure 2 in No. 58.

Commissioner of Lands,
Lagos, Southern Nigeria,

SIR,

14th October 1912.

I HAVE the honour to forward herewith evidence given on the land tenure question by a deputation of Ilesha and Ekiti chiefs who had, I understand, obtained permission to give evidence in Lagos. They were accompanied by Dr. Obasa, of Ikija, and Mr. Jackson, editor of the "Lagos Weekly Record."

2. The deputation, as is not unusual in such cases, appears to have elected a spokesman, and, in consequence, only one man, Risawe, gave evidence on the main question. This is regrettable, but is, I am afraid, according to native custom in a country where each town has generally got its own "speaker." At any rate, the rest of the deputation stated that they did not wish to add anything to Risawe's statement.

I have, &c.

W. BUCHANAN SMITH,
Acting Commissioner of Lands,
The Honourable the Colonial Secretary,
Lagos.

STATEMENT OF RISAWA OF ILESHA.

I am fifth in rank of the Ilesha chiefs and live at Ilesha.

The whole territory of Ilesha is divided up amongst families. The basis of native land tenure is the family, and however small a child may be he has his share in the family land. The headman of each family appoints the land to his relatives.

SCHEDULE OF ENCLOSURES.

Western Province:—

Ilesha district. Summary of evidence received, compiled by the District Commissioner.

Statement of a deputation of Ilesha and Ekiti chiefs, with covering letter from the Acting Commissioner of Lands.

Central Province:—

Benin district. Four statements, with covering letter from the District Commissioner.

Agbor district. Four statements, with covering letter from the District Commissioner.

Sapele district. Summary of evidence received, compiled by the District Commissioner.

Asaba district. Summary of evidence received, compiled by the Acting District Commissioner.

Idah district (Igara tribe). Summary of evidence received, with covering letter from the Acting District Commissioner.

* No. 54.

The land so apportioned to the individual relative cannot be sold by that relative—his family would not allow him to sell—but the land apportioned to the individual would remain his all his life, and on his death he would be succeeded by his brother, who would take over his women and children as well. As long as he lives, however, the land is absolutely his, provided he does nothing wrong. If he does anything wrong he can be turned out. He cannot in any case sell either in the town or the country. What I have said applies equally to town and country or farm land.

It would not be a good thing to allow people to sell land, as, if land were sold, the vendor's relations would have nothing left from which to draw their living. We quite realise that to allow natives to sell land would not be in accordance with our custom and would be bad. To allow a man to sell would be to cause trouble both to him and his relations. They would be driven away from the lands of other people and would starve and die. We have never sold land in Ilesha.

We do not recognise temporary alienation. If we allot a man a portion of a farm he pays us the customary produce, or he will be turned out. We do not recognise pawning at Ilesha. Each family's land is marked out, and if a family is driven away in war, when it returns the representatives of the family owning land nearest to their original piece of land will show it to the returning family, or the representatives of those who were originally driven away.

The heads of the community exercise no control over the usage of land except in so far as they are heads of families and manage their own lands. A man can, on the land which has been allotted to him, grow anything he likes without interference from the head of the family. If a man does anything bad he can be punished by his brothers, who can temporarily deprive him of his land, but he is always given it back in due course. When a man dies his land goes to his children naturally, the head man of the family seeing to it. If there is no child the land will go to one of his brothers or relations. In any case the land would never revert to the head of the community unless he happened to be head of the family as well. Land always remains in the hands of the family. This applies both to the town and country or farm land.

The relation between the cultivator and the head of the family is the usual relation between members of a family. The individual cultivator has nothing to do with the head of the community as such.

The heads of the community as such are not in receipt of any money derived from land either for personal, state, or tribal purposes. Nor do we pay anything to the chiefs from the results of the sales of produce for internal consumption or for export. We help the heads of the family when they are having festivals or want their houses built, but we do not do anything else for them.

Our custom with regard to a stranger who wants land is this. We will give him land to plant with yams, cotton, corn, bananas, or other food-stuffs, but he may not plant kola, rubber, coffee, cocoa, or palm trees. He has to send a portion of his produce every year to the head of the family. If there are palm trees on the land he may use them for getting oil for his own use, but not for sale or exportation.

We Ilesha people came from Ife originally.

his
RISAWÉ ×
mark.

Before me,
W. BUCHANAN SMITH,
Acting Commissioner of Lands,
14 October 1912.

Witness to mark,
OBASA of Ikija.

STATEMENT OF APARA.

I am a member of the Native Council at Ilesha. Risawé is the spokesman appointed by Ilesha to give evidence. Had you gone to Ilesha he, or someone else would have been appointed in the same way to give evidence. That is according to native custom. Several of us have come down to check what he says,

and to see that he gives our story correctly, but what he has said is quite correct, and if anyone added or deducted anything from what he said he would not be telling the truth. He has told you what our land custom is, and it is our native custom that one man should speak for the lot.

his
APARA ×
mark.

Before me,
W. BUCHANAN SMITH,
Acting Commissioner of Lands.

Witness to mark,
OBASA of Ikija.

STATEMENT OF CHIEF OSHODI OF ILESHA: CHIEF AJAGIO OF IFE, EKITI: CHIEF OLOJA OF ORONO OF OYE, EKITI: DAMOLA MESSENGER OF THE ONISHAN OF ISHAN, EKITI.

We all agree with what Risawé has said. We appointed him our spokesman in accordance with native custom, and we have nothing to add to what he has said.

their
OSHODI ×
AJAGIO ×
OLOJA ORONO ×
DAMOLA ×
marks.

Before me,
W. BUCHANAN SMITH,
Acting Commissioner of Lands,
14 October 1912.

Witness to marks,
OBASSA of Ikija.

Enclosure 3 in No. 58.

Provincial Commissioner,
Central Province,
(Sapele), Warri,
19th September 1912.

SIR,

I HAVE the honour to forward a report on the system of land tenure in the Benin District, drawn up by Mr. Mansfield, the District Commissioner.

I have, &c.

H. C. MOORHOUSE,
Lieutenant-Colonel,
Provincial Commissioner, Central Province.
The Hon. the Colonial Secretary,
Lagos.

District Commissioner's Office,
Benin City,
17th September, 1912.

SIR,

I HAVE the honour to forward you herewith evidence collected in connection with land tenure in Benin country.

2. The laws appear from the evidence to have been very simple, from the fact that everything belonged to the king.

3. I read the evidence, which was taken separately, over to the chiefs collectively, and they said that it was what they wished to convey.

* * * * *
I have, &c.

H. B. MANSFIELD,
District Commissioner.
To Hon. the Provincial Commissioner,
Central Province.

AGBORO, TITLE OBASEKI.

Statement with regard to Land Tenure in the Benin Country.

(a) All land belonged to the King of Benin.

(b)—1. The king apportioned land to inhabitants applying for building sites in Benin City. A parden was made of one person or of whatever the applicant could afford. The land and buildings become the property of the eldest son on the death of the owner.

Failing issue, the king gave the land to any applicant who asked for it and paid the usual fee.

2. The king appointed chiefs in charge of villages. The villagers with their headmen arranged where they would farm, which they could do anywhere within their boundaries. A man having once brushed and farmed a piece of ground established a claim to it. The villagers built where they liked in their own village, and the ground built on became their property, and their son succeeded.

(c) The king was looked on as the real owner of the land.

(d) The king exercised control through his chiefs over the people with regard to land tenure.

The villagers brought in yearly presents of yams and cows, part of which went to the king, and part to the chiefs.

There was no fixed amount.

(e) Benis did not pay anything except their presents to the king and chiefs for the use of their land.

Jekri traders pay a yearly rent for trading sites.

Sobos collecting oil in Beni country pay one pound per head for the right to collect oil or kernels in the bush of any village, and must keep to bush belonging to that village. Half the money goes to the village and half to the paramount chief.

his
OBASEKI ×
mark.

Witness to mark,

JUICH PARRY.

Taken before me at Benin City on this 14th day of September 1912.

H. B. MANSFIELD,
District Commissioner.

IYAMU, TITLE INE.

Statement in connection with Land Tenure in Beni Country.

(a) All the land belonged to the King.

(b)—1. The king gave land to the chiefs and their people living in Benin City on which to build. On the death of a chief the eldest son succeeded and carried on the house; chiefs were allowed to sell or rent small portions of this land to people who required building sites.

2. Chiefs were appointed by the king to look after villages. Headmen were appointed by the chiefs. These headmen with villagers arranged farming operations. Villagers farmed where they liked within their boundaries, and if a man brushed and farmed a piece of ground he established a claim to it, and other people in the village could not use it.

(c) This ownership was temporary and subject to the king's approval, who was looked on as the real owner of the land.

(d) Village boundaries were fixed by the king or by people appointed by him. The villagers brought in annual presents to their chiefs and the king. The king called on villages to provide labour when required. If the people refused to come they were punished, and had their villages broken down and were not allowed to rebuild or farm until they had submitted.

(e) The recognised heads of communities receive the usual presents from villages and also receive rents from people other than Beni collecting oil and kernels or trading in their villages.

his
IYAMU ×
mark.

Witness to mark,

JUICH PARRY.

Taken before me at Benin City on this 14th day of September 1912.

H. B. MANSFIELD,
District Commissioner.

OGWABASIMI, TITLE OBIOBA.

Statement with regard to Land Tenure in Benin Country.

(a) All land belonged to the king.

(b)—1. At Benin City the king apportioned land as building sites. Payment was made of one person by wealthy people, others gave a present of a cow or whatever else they could afford. At the death of a person acquiring the land it went to his son, failing issue it reverted to the king, who gave it to some other applicant.

2. Villages and their farms were controlled by the chiefs appointed by the king. Villagers farmed anywhere they liked inside their boundary. Individuals acquired a title to any land they brushed and farmed.

Property, both houses and land, descended from father to son.

(c) The people recognised that all the land belonged to the king.

(d) The villagers paid yearly presents to the king and their chiefs. There was no fixed amount.

They also worked for their chiefs and the king when called on.

It was recognised that the king had power to take the land away from people, but this power was seldom used except in cases where villages revolted.

(e) Any native other than Beni could obtain the use of land, either as trading sites or for farming, by paying an annual rent to the king and the chiefs whose village they settled in. Strangers, that is, natives other than Beni, paid one pound per head for the right to collect oil; they were confined to the lands belonging to the village to which they paid the rent.

his
OGWABASIMI ×
mark.

Witness to mark,

JUICH PARRY.

Taken before me at Benin City on this 16th day of September 1912.

H. B. MANSFIELD,
District Commissioner.

OROFISI, TITLE OBAYAGBON.

Statement with regard to Land Tenure in Beni Country.

(a) All land belonged to the king.

(b)—1. The king apportioned land to chiefs at Benin City on which to build, for which he received a present. The land descended from father to son. In the event of there being no son the eldest brother carried on the house. If the house was broken up and dispersed the land reverted to the king.

2. Chiefs were appointed by the king to look after villages. Villagers farmed as much land as they liked within their village boundaries. When a man brushed and farmed a piece of ground, he established a title to it, and his son succeeded to it on his father's death.

(c) The king was looked upon by all as the real owner of the land, and it was held subject to his approval.

(d) The villagers paid yearly presents to the king and their chiefs. They had to work for the king and their chiefs when called on. If they refused to obey the king punished them by breaking down their village and they had to submit before they were allowed to rebuild and go on with their farming.

(e) Natives other than Beni pay an annual rent for farming and trading sites. They also pay one pound per head per annum for the right to collect oil, &c.

his
OBAYAGBON ×
mark.

Witness to mark,

JUICH PARRY.

Taken before me at Benin City on this 16th day of September 1912.

H. B. MANSFIELD,
District Commissioner.

Enclosure 4 in No. 58.

Provincial Commissioner,
Central Province,
Warri.

24th September, 1912.

SIR,

WITH reference to your letter of the 3rd instant, and in accordance with paragraph 2 thereof, I have the honour to forward, in original and copy, information on the system of land tenure in the Agbor District obtained by Mr. Mytton.

I have, &c.

H. M. DOUGLAS,
for Provincial Commissioner,
Central Province.

The Hon. the Colonial Secretary,
Lagos.

Agbor,

8th September, 1912.

SIR,

I have the honour to acknowledge receipt of your letter in relation to the land tenure existing in the Agbor District amongst the Ika people, and forward you the information obtained.

2. I examined a lot of other witnesses; but their evidence is exactly the same as that which I attach.

3. Each evidence was taken separately, and after this had been done they were seen together and their statements compared.

From this you will see that in only one case has the would-be cultivator to get the permission of the chief before making a farm or plot. It appears to me that this is really only done according to the character and personality of the chief.

I have, &c.

A. R. MYTTON,
District Commissioner.

The Hon. Provincial Commissioner,
Central Province, Warri.

REPORT ON LAND TENURE IN THE AGBOR DISTRICT,
SOUTHERN NIGERIA.

Chief Mafidon, the Ezi of Antar, sworn, states:—The land is communal and the power to give the land for the purposes of cultivation is vested in the head chief and elders. The individual only holds his land at the pleasure of the community, and there is no absolute right to possession either as regards urban or rural land.

The head chief and the elders have absolute right to all land and, should a cultivator make a farm or plantation, he would not be deprived of his farm unless he went away from the town or sold his farm. On his death, if his son states that he will stay with the community, he can continue in occupation of the land his father held. Generally the cultivator is in good relations with the head chief and would not be deprived of his plot, unless he had done something to offend the community.

The head chief does not receive anything in the shape of rent for (a) the sale of foodstuffs, (b) the collection of palm wine, (c) the sale of palm nuts or palm oil; but he can always ask his people to help him in any work that may be wanted to be done.

2. Chief Niago, the Ezi of Umenede, sworn, states:—I am the head chief of Umenede, and the land around my town belongs to the people of Umenede, and the power to give the land is vested in me.

The land on which a house is built is his, and he can sell it if he asks my permission first. His farm land, which he gets year by year, he has no right to except for the one year.

I, with the rest of the chiefs of Umenede, decide as to the sale of land, and also as to where we shall make the farms for the whole community. If a man wishes to make a plantation, he gets my permission, and then he cannot be deprived of it, and if he dies his family will come into possession. As regards (a) rural land, there is no right of possession on the death of anyone, as the whole of the land is communal; (b) urban land is, however, inherited by the deceased's son, or family.

The head chief does not receive anything in rent either for (a) the sale of foodstuffs, (b) the collection

of palm wine, (c) the sale of palm nuts or palm oil, (d) the sale of rubber, &c.

3. Chief Expo, the Ezi Uteh of Uteh Okpo, sworn, states:—All the land is communal, but I, as head chief, appoint the place where any stranger may be allowed to build a house, but the community may build wherever they like, as long as they do not go too far away.

If a man goes away from the place where he has built a house another man may come and take up the land, but should he elect to stay there no one can turn him out. As regards farming land, no one has any right to any land, but each individual can go and make his farm where he likes, and for that year no one can turn him out. Amongst the community I do not favour any alteration in our existing practice, but, as regards strangers, they only hold the land as long as they occupy it, and cannot sell it.

I and the chiefs do not allocate land for farming purposes, or for the purpose of making a plantation; each man can go and choose a plot for himself.

The cultivators of the land do not pay rent, either for: (a) the sale of foodstuffs, (b) the collection of palm wine, (c) the sale of palm nuts and palm wine, (d) the sale of rubber, &c., to the head chief, but if he is making a festival or wants work done, they will bring him presents, and will do the work that he wants done.

4. Lobedion the Oji of Agbo:—All the land is communal and the Obi of Agbor is the head chief. Where a man builds his house, that land belongs to him and descends to his descendants, but farm land is only held for the one year of the farm, and afterwards anyone can farm that piece of land. Land is farmed septennially—this is native years.

The chiefs do not exercise any control over the land as to where the people are to make their farms, each man making his farm where he likes. The cultivator of a plantation or a farm does not obtain permission to make it, and no one can take it away from him, but the Obi can ask for a share. A plantation once made belongs to the cultivator and reverts to his heirs, the same as the land on which his house is built.

There is no rent exacted by the heads of the community for anything, but when making a feast the members bring in presents of game and foodstuffs, when required, to the chief.

A. R. MYTTON,
District Commissioner.

Enclosure 5 in No. 58.

Provincial Commissioner, Central Province,

Warri, 10th October 1912.

SIR,

IN continuation of my letter of September 19th, and with reference to your letter of September 3rd, 1912, I have the honour to forward a report on land tenure amongst the Sobos in the Sapele district by Major Swanston.

2. In this connexion I would be obliged if you would forward me a copy of the report by Mr. Mansfield on the same subject in the Benin City district, as inadvertently no copy was retained in the Province.

I have, &c.

H. C. MOORHOUSE, Lieut.-Col.,
Provincial Commissioner,
Central Province.

The Hon. the Colonial Secretary,
Lagos.

SAPELE DISTRICT.

Report on the System of Land Tenure among the Sobos.

The following have given evidence:—

- i. Mr. M. A. Renner, Government interpreter, who has had twenty years' experience among the Sobos of this district.
- ii. Chief Ogodo of Sapele.
- iii. Chief of Asagba of Amukpe.
- iv. Chief Uju of Machaga.
- v. Chief Omoro of Machaga.

I have questioned several other chiefs on the subject, but as their evidence was almost entirely identical I have not recorded it. The evidence of Chief Ogodo differs in many respects from that given by other chiefs; this is probably due to the fact that he has recently brought an action against the other chiefs of Sapele to claim the whole of the Sapele land as his private property. For this reason I do not attach much importance to the information given by him.

The following is a brief summary taken from the evidence I have been able to obtain—

(a) Each town or group of small villages is presided over by a head chief, who is responsible for the welfare of his people. Under him are minor chiefs or headmen of villages, compounds, &c. The head chief demarcates by natural marks, such as trees, rivers, &c., the boundaries between the land of his people and that of neighbouring towns. The land within these boundaries is the joint property of the head chief and the inhabitants, who can build houses, make farms, and collect produce wherever they desire. Should a stranger, i.e., the inhabitant of another town, wish to build a house or make a farm, he must consult the head chief, who will consider if his presence is desirable, and, when satisfied on this point, will show him the land he may occupy. It is seldom, in this country, that any business is transacted without the customary "dash," so I imagine it is pretty certain that a present to the value of, say, 12s. is given to the chief by the stranger on concluding the bargain.

In the case of palm trees the procedure is somewhat different, for in many cases plots of land containing palm trees are bought or sold, and sometimes pledged for debt, the original possession having been obtained by squatters' rights. In other cases the trees are the property of the town, and produce may be collected by any inhabitant. A stranger pays an agreed rent in oil for the privilege of collecting.

It is customary among the Sobos, when an inhabitant gets into financial trouble, for the chief to stop all collections of kernels on the town lands for a period, and then to order a sufficient quantity of kernels to be collected to relieve his distress, after which the usual collection is resumed.

(b) Chief Ogodo's claim to Sapele is the only instance the chiefs can quote as to individual ownership of land, and they appear rather hazy as to his right, except that his forefathers were the first to settle here. Several individuals own palm forests, which pass from father to son, and can be sold or pledged. No urban land can be owned absolutely.

(c) The native is opposed to ownership except in case of palm forests.

(d) The inhabitant can use land, both rural and urban, without consulting anyone, but the stranger must get permission from the chief, and is liable to be expelled at any time for misbehaviour. The Sobos claim that they can drive away the Jekris from their waterside if they wish it.

(i) In the case of rural land, on the death of the cultivator or user, provided he belongs to the town, the land goes to his heirs should they want it. This also applies to the stranger, but his heirs are liable to be expelled should it be necessary.

(ii) In the case of urban land the same holds good. Should a dead man's children not wish to occupy his house or compound, it is allowed to decay.

The relation between the cultivator or user and the head chief has already been explained, viz., it is only the stranger who is under any obligation, and this would appear only slight provided he behaves himself. A stranger settling down in a village will sometimes marry into the chief's family.

(e) The cultivator pays no rent unless he be a stranger, when he makes the chief a present when first starting. Only in the case of the collection of palm kernels, or the manufacture of oil, does the stranger pay in oil. Most villages have their own wine palms planted near the riverside, and it is an offence to extract wine from other palms. An inhabitant making wine will sometimes give the chief a present of wine

but a stranger has to contribute from one-half to double his share to the chief.

A hunter can give the head of each animal killed to his chief.

No opposition is shown to Jekris travellers collecting a few palm nuts for food.

H. V. SWANSTON,
District Commissioner.

Sapele,
2nd October 1912.

Enclosure 6 in No. 58.

Provincial Commissioner,
Central Province,
Warri, 11th October 1912.

SIR,
WITH reference to your letter of the 3rd September and subsequent correspondence, I have the honour to transmit herewith a report on the system of native land tenure among the Igarra people, by Mr. Gardner, District Commissioner of Idah, and one by Captain Cooke on the system obtaining in the Asaba district.

2. With regard to paragraph 2 of Captain Cooke's report, I am not forwarding the notes of evidence therein referred to, as these have been fully dealt with and embodied in the report submitted.

I have, &c.

H. C. MOORHOUSE,
Lieutenant-Colonel,
Provincial Commissioner,
Central Province.

The Hon. the Colonial Secretary,
Lagos.

District Commissioner's Office,

Ogwash-Oku,
30th September 1912.

SIR,
I HAVE the honour to acknowledge the receipt of your letter of September 9th, 1912, which reached me on the 23rd of this month. In reply, I have the honour to inform you as follows. The following chiefs gave evidence:—

Obi-Nzekwe (head chief) of Ogwash-Oku.
Chief Ofili (title Iyassi) of Ogwash-Oku.
Chief Omeffe of Uburuku.
Chief Raiwe (head chief) of Ebu.
Chief Jebosa of Obompa.
Chief Bad of Ugbodu.
Chief Mokwenye of Illah.
Chief Ezewani of Ewuru.
Chief Nwaokolo of Aba.
Obi-Idugu of Asaba.
Chief Idgu of Onicha-Ugbo.
Obi-Osemene (head chief) of Issele-Oku.

Their evidence brought out the following points:—

(a) The fundamental law of tenure is that the land is held in trust by the chiefs for the benefit of the community, and cannot be alienated either by the chiefs or by the community.

(b) Native customary law recognises, as regards urban land, absolute right of possession, and power to transmit right of possession to heirs, without, however, any right to alienate the land: as regards rural land, an absolute right of temporary possession for such period as is required for the season's farming, without any right to alienate, the land reverting to the community after the crops have been gathered.

(c) No final ownership with rights to alienate being recognised, native feeling is not in favour of any further extension of the rights of ownership.

(d) The individual cultivator cultivating produce for internal consumption (there is no cultivating for export trade in this district) uses the land either by direct or implied grant, given by the recognised heads of the community to which he belongs, and the power to revoke such grant or licence is undoubtedly retained, but would only be used in extreme cases. Upon the death of the individual cultivator or user the land would revert as follows:—

(a) *Rural*.—If the death took place during a farming season, the heirs would have the right to gather the crops, and the land would revert to the community in the usual way.

(b) *Urban*.—In the case of the death of the individual user, the right to continue in use passes to the lawful heirs, and, failing any such, to the person who undertakes the carrying out of the funeral ceremonies.

The general relationship between cultivator or user and the heads of the community is that the latter are in the position of "referees" in the matter of disputes. The heads of the community do not receive any revenue, either for personal or state or tribal requirements, derived from the usage of the land, if the user or cultivator is a member of the community, but should the cultivator or user be a non-member of the community, then rent in the form either of produce or sometimes in the form of palm wine is exacted both for tribal requirements and for personal use by the heads of the community. The general rule governing the amounts of such rents to be levied is that there is no fixed rate, and that the question of how much is largely left to the generosity of the tenant. The rent is primarily imposed for the purpose of keeping good the title to the land.

* * * *
I have, &c.
W. H. COOKE,
Acting District Commissioner.

The Hon. Provincial Commissioner,
Central Province.

District Commissioner's Office,
Idah, 5th October 1912.

SIR,
IN reply to your letter I have the honour to attach a report on the system of land tenure among the Igarra people, together with list of those who have given evidence.

2. Report on the system among Kukurukus follows by next mail.

I have, &c.
P. J. GARDNER,
Acting District Commissioner.
The Assistant Provincial Commissioner,
Central Province.

SYSTEM OF LAND TENURE.—IGARRA TRIBE.

2.—(a) *Modified form of Feudal Tenure with the Attah as Feudal Overlord*.—Grants of land and titles were made from time to time by the Attah to his principal followers, and they in return rendered him military service and tribute. The family and followers of each chief farmed the land, rendering him tribute and following him for military service under the Attah. The land was not parcelled out by the chief among his followers; each farmed where they chose to clear, the reason given for this being that there was

far more land than was required for agricultural purposes.

(b) Land belongs in perpetuity to the head of the family of the first grantee. The Attah has the right to depose the head of such family, but is bound to fill his place from the same family. Individual followers farm where they choose, but they have no absolute right of tenure in perpetuity; they have the use of such land during the will of the chief. This applies to both rural and urban land. The Attah and headmen of land alone can alienate urban and rural land temporarily to, and receive rent in return from, strangers. Final alienation of land is contrary to custom.

(c) According to native custom land cannot be sold under any circumstances; there is no such thing as final alienation.

(d) The members of a community farm where they choose; they need ask no permission, for reason given above. Land is not divided into holdings by the head of the community, but he has the power to eject any individual from his holding if he proves himself an unsatisfactory member of the community. All unoccupied land belongs to the head of the community, and all occupied land pays tribute. Upon the death of an individual urban and rural land occupied by him reverts in principle to the head of the community; he (deceased) cannot by right appoint a successor, though it is usually a recognised custom that some relation would follow deceased in use of such land, paying the customary tribute to the head of the community. The head of a community has his hand on all the land of the community, and each individual member pays tribute in accordance with the amount of land he cultivates. Every able-bodied man had to render military service to the Attah under his chief in time of war.

(e) The recognised tribute in return for use of land to the head of the community is the same now as in times prior to the coming of the European trader, and is as follows:—

1. A proportion of the produce of each farm in accordance with the amount of land under cultivation.
2. A definite quantity of palm oil for domestic use.
3. A leg of each large beast killed in the bush.

Nothing over and above 1, 2, and 3 are due to the head of the community, and no further tax is collected by him on farm or forest produce intended for sale at either native markets or European factories.

- * * * *
- From evidence given by—
Chief Ogbe of Idah.
„ Agayne of Idah.
„ Oponachi of Olofu.
„ Onede of Kwaja.
„ Oponachi of Idah.
„ Ogoo of Idah.

No. 59.

40679.

SOUTHERN NIGERIA.

THE GOVERNOR to the SECRETARY OF STATE.

(Received 23rd December 1912.)

(No. 696.)

Government House,
Lagos, Southern Nigeria,
30th November 1912.

SIR,
IN continuation of my despatch of the 30th October 1912,* I have the honour to transmit copies of reports on five districts of the Protectorate.

2. Briefly summarised, the results of the evidence are as follows:—

Ikorodu (Ijebu Remo).—Area, 572 square miles. Population, 76,000.

Tenure is vested in the family. No one outside the family can control family lands, and a chief only

has power over that land of his own family. Disputes are settled by the head of the family, and appeal is to the king. No tribute is paid to the king nor to any other person, neither can anyone sell land.

An alien may be granted land, but is not allowed to grow permanent crops (kolas, cocoa, oil palms, &c.) lest he should acquire a right to them; he must also give part of the produce to the owner (*i.e.*, the head of the family) for partition amongst the family. Leases are for five or six years. An alien may build on an urban lot and remain on sufferance, his family continuing in occupation on the same terms. In time aliens may thus become incorporated in the tribe. Land is inherited by all children, male and female.

* No 58.

Badagri.—Area, 1,167 square miles. Population, 91,000.

The same as in Ikorodu. Tribute paid annually to Oyo.

Epe.—Area, 1,720 square miles. Population, 45,000.

Land belongs to the family, and is not divided up to individuals, except as user. A tenant may be ejected at any time, but may reap his crops. In other respects tenure is the same as in Ikorodu.

Kwale.—Area, 480 square miles. Population, 135,000.

Land passes from father to son. It can only be pledged to a member of the same town; a man from another town has to pay rent. Each owner of a compound has absolute rights. The cutting of palm nuts is communal. Land may not be sold to aliens. No tribute is paid. Waste land is the property of the town. If money is required it is raised by subscriptions or by a cess on palm oil.

Sobo.—Area, 1,257 square miles. Population, 209,000.

All land belongs to the chief, who can do what he likes with it and can demand rent. No one may farm without his permission, which he can revoke at any time. He receives tribute of palm oil, wine, yams, &c.

The oldest man in the town is appointed chief. The evidence is conflicting as to whether he is the theoretical or the real owner of the land. In Kwale evidence supports the former contention, and in Sobo the reverse is maintained.

Other Sobo chiefs say that land is communally owned, and ownership is vested in the town, as in Kwale.

Idah.—Area, 1,893 square miles. Population, 49,000. Kukuruku tribe.

Land is communally owned; there is no systematic dividing into holdings, since land is abundant. Aliens may rent land, but can be ejected at any time. No tribute paid, but if due gifts were not made the holder was formally sold into slavery. Among certain tribes labour is communal, the head of the family providing wives, food, and clothing. Among others there are paramount chiefs receiving tribute, which is not a tax upon land, but arose from the Nupe raids, when peace was purchased by offering tribute.

I have, &c.

F. D. LUGARD,
Governor.

SCHEDULES OF ENCLOSURES.

Western Province:—

Ikorodu.—Report of evidence of three witnesses, with covering letter from District Commissioner.

Badagri.—Notes on evidence compiled by District Commissioner.

Epe.—Summary of evidence of native chiefs, with covering letter from District Commissioner.

Central Province:—

Kwale.—Summary of evidence of nine witnesses, compiled by District Commissioner.

Idah.—Kukuruku tribe. Summary of evidence taken, compiled by Acting District Commissioner.

Enclosure 1 in No. 59.

Commissioner's Office,
Ikorodu, 19th October 1912.

SIR,

WITH regard to your letter of the 9th instant, I beg to enclose the evidence taken from leading natives, chiefs, &c., on the subject of land tenure in the Colony.

2. Although three witnesses only have been examined, I can assure you it is the same as if thousands have been examined, as all the people present at the meetings, representatives from all the neighbouring towns of Ijebu Remo (except those close to Ikorodu),

and several hundred of the general public all agree to what the Akarigbo has said with regard to native land tenure.

3. I do not propose to take further evidence unless you think it is necessary, as requested by the Akarigbo on page 15 of the minutes, as I consider that every one in Ijebu Remo (Shagamu and Ikorodu district) is perfectly satisfied that the information they want the Committee in England to receive is embodied in the evidence of the Akarigbo, to which they perfectly agree.

I have, &c.

A. W. BUTTERWORTH,
District Commissioner.

The Hon. the Colonial Secretary,
Lagos.

Evidence taken in the Court Hall, Shagamu, on the 15th day of October 1912.

Object of the meeting explained by the District Commissioner, Captain A. W. Butterworth, to the Akarigbo of Ijebu Remo, his chiefs, and about 300 people who were present at the meeting, including the Rev. G. H. Lester, W.M., and Mr. John A. Roberts, C.M.S.

The Akarigbo, when asked to give his evidence, replied that he wished for time to think the matter over, and to send to the chiefs of the neighbouring towns. The District Commissioner pointed out that when trying cases in court he often asked his advice re native laws and customs respecting land tenure; he did not then hesitate but at once explained the native customs, but as he wished for time he would ask him again for his evidence on the 18th instant, to allow time for consultation with his chiefs, and to send for representative chiefs and people from the neighbouring towns in Ijebu Remo.

The District Commissioner then asked if any of the public would like to give their evidence.

1st witness.—Ojuroye, affirmed, states (through interpreter):—

I am a farmer living at Makun Shagamu. The Akarigbo is the head chief of Ijebu Remo; he has land which he inherited from his father, but he cannot control any land except his own family land. I have farm land; I inherited it from my father. It is family land; the head of my family is my elder half brother; all the family have their share of the family farm lands. No one can dictate to me what I am to grow in my share of the family land; no one can demand to share anything that I plant, and reap, in my portion of the family land. If palm oil trees are on the land, in some cases all the family at a date fixed by the head of the family reap the fruit of the trees on all the family lands. In some cases, when the land is shared out to the different members of the family, boundaries are fixed, and the trees on the portions given to each member of the family on their respective portions of land belong to them; and no one else is allowed to reap the fruit. When there are no boundaries dividing the palm kernel trees, then on the day fixed to gather the fruit each member of the family is allowed to keep the fruit he gathers for himself.

Yes, I can sell, or pawn, or let any portion or all of my share of the family land without permission from anyone. If I sell my portion of the land, I cannot claim any more of the family land. If I want more land, I must buy it.

If I pawn my land, the person to whom I pawn the land may not plant anything of permanent growth in it, such as kola trees; he can only plant and reap yams, corn, and such like. I can redeem the land at any time by paying back the amount he loaned me on the land; if I die, my next-of-kin can redeem the land.

I can let all or a portion of the land to a stranger and no one else would receive whatever we arrange for rent but myself.

If any one wishes to rent unoccupied land belonging to a family, the consent of the head of the family must first be obtained. The rent is fixed by the members of the family, and shared by the head of the family amongst all the family. The rent is generally a portion of the crops he reaps from the land.

If there are palm-oil trees on the land, and the tenant is allowed to reap the fruit, he must give a certain amount of the palm oil or kernels to the head of the family each year to be divided amongst the family.

The head of the family cannot drive away any member of a family from his share of the land.

If a stranger is allowed a portion of the family land, he and his family are allowed to remain on the land and are never driven away, unless he commits a serious crime; then he and all his family are driven away from the land, and land reverts to the family or, in the case of individual ownership, to the original owner or to his next-of-kin.

No one who is a member of a family owning lands, either in the town or in the country (rural land), pays any tribute to any of the heads of families or to any of the kings or chiefs.

(Witness withdrew.)

Meeting adjourned until the 18th instant.

A. W. BUTTERWORTH,
District Commissioner.

Meeting resumed in Court Hall, Shagamu, this 18th day of October 1912.

Present:

Captain A. W. Butterworth, District Commissioner.
The Akarigbo.

All the chiefs of Shagamu Town. Also chiefs from Iperu, Ode, Ishara, Irolu, Ipara, Ikini, Heshen, Akaka, Iara, Ogere, and Idotun.

The Rev. G. H. Lester, Wesleyan Mission. Mr. John A. Roberts, agent for the Church Mission Society.

Also about 200 of the general public.

Evidence of the first witness read out. The Akarigbo then remarked that some of the statements of the first witness were misleading, and were not according to native laws and customs respecting land tenure. That land is not allowed to be sold or pawned, according to the old native laws.

Second witness.—Oyebajo, affirmed, states: My name is Oyebajo. I am the Akarigbo of Ijebu Remo.

(By District Commissioner.)

What is the fundamental law of tenure?—In the beginning the whole of the land in Ijebu Remo belonged to the Akarigbo. Who does all the land belong to?—To the different families who came to settle in Ijebu Remo, after the first Akarigbo came to this country.

Were there any people living in Ijebu Remo when the first Akarigbo came to settle here?—No, it was all bush and uninhabited.

Do you, as head chief of Ijebu Remo, control all the land?—No. I can only control the land belonging to my own family; I have my share; it is all shared out amongst the members of my family.

Can anyone except the head of a family exercise any control over the lands in this district?—No. No one outside the family.

Does the same law apply to town and rural land?—Yes.

To what extent does the head of the family control the family lands?—He will settle all disputes as to boundaries, &c., if possible; if he cannot, then they would take the dispute to their native king or hale. The head of the family cannot dictate to any of the members what they are to grow in their respective portions of the family land. He cannot demand any tribute from them, or any part or portion of the crops of any member of other family, no matter if it is grown for export or for local use.

Does the head of a family or any member of a family pay tribute in any way to the kings or chiefs of Ijebu Remo?—No. I am the paramount king of Ijebu Remo; I receive no tribute or share of anything that is grown by anyone, except what is grown and reaped from my own share of my family lands.

Can any member of a family sell his land?—No not by native law and custom, but since the advent of the British, members have sold their portion of the family land against the wish of the heads of families, chiefs, and the majority of the people, who have been powerless to prevent them since we have been under British protection.

Can a member of the family pawn his land?—No; but since the British came the custom has started, the same as with the selling of lands.

District Commissioner points out that in trying land cases it has been stated that land was pawned before the British arrived. The Losi replied, "They told you lies!"

To what extent can the owner of family lands, rural or urban, alienate them?—If a stranger or any one not a member of the family wants farm land, he will first of all receive the consent of the head of the family; having received it, he will bring two pots of palm wine and two pots of Tombo wine (made from the Tombo palm tree) as a present. Then he is shown the amount of land he may cultivate; then the rent is fixed, he may have to bring so many pots of palm wine every seven months; if there were no palm wine trees on the land he would have to buy palm wine. The tenant is not allowed to plant anything else except native food. He is not allowed to plant kola nuts or bitter kolas, cocoa, &c.

Why?—Because the children of the tenant might afterwards claim the trees (as they take some years to develop) because they were planted by their father.

Is a tenant allowed to plant palm-oil trees?—No and this custom is still enforced.

If there are palm-oil trees, or palm-wine trees, or bamboo trees on the land when leased to a tenant, is he allowed to reap the fruit and tap the wine?—Yes, but he must give a portion of the palm kernels (fruit) or palm oil made from the fruit he reaps from the trees to the owner. The first pot of palm or Tombo wine he taps must be given to the owner of the land, but all the wine he taps from a tree after the first pot is drawn belongs to the tenant.

How long can the tenant remain on the land?—Five or six years. If at the end of five or six years he and his family behave themselves properly, he is given another piece of land to cultivate; if he has offended the family or owner, he is driven away from the land.

With regard to urban land, a stranger who wishes to build a home in a town will first find out to whom the land he has selected belongs, and will then go to the head of the family. If the family is agreed, then the piece of land is given to him to build a house on; he is not asked to pay any rent and is allowed to occupy the land as long as he behaves himself properly. If he breaks any of the laws he can be driven away. It is clearly understood that he is not the owner of the land, and is only allowed to occupy the land on sufferance.

If the tenant dies, what becomes of the land?—His family continue to occupy the land as long as they behave themselves, from one generation to another.

If a tenant like the above lives for his lifetime on the land, and his descendants continue to occupy the land for, say, 100 years, does the land then belong to that family or to the original family?—In that case they become part of us, by constant intermarriage they are members of a family in the town and become incorporated in our tribe.

Where did your family first come from?—Ife.

At this stage the District Commissioner asked all the chiefs and natives present if they concurred in what the Akarigbo had said; if anyone disagreed, to stand up. As no one stood up, he again asked them if they all agreed, and they all answered in one voice, Yes.

(Witness withdrew.)

Meeting adjourned.

A. W. BUTTERWORTH,
District Commissioner.

Meeting resumed at the Court Hall, Shagamu, this 19th day of October 1912.

Present :

The Akarigbo of Ijebu Remo and his chiefs.
Representative chiefs from the neighbouring towns ;
also approximately 150 of the general public.
Rev. G. H. Lester, Wesleyan Mission Society.
Mr. John A. Roberts, C.M.S.

The evidence of the second witness, the Akarigbo, having been read out, the witness is further examined by Captain A. W. Butterworth, District Commissioner. Have I correctly taken down the answers to my questions yesterday—as you answered them?—Yes.

In the case of a tenant (in the old days, when there was plenty of unoccupied land), after he had resided amongst them five or six years and had cultivated the second piece of land given to him for five or six years, was he, if he behaved himself properly, allowed to return to the first piece of land and to cultivate it again?—Yes.

If the tenant lived the rest of his life there, and his children intermarried with the family who owned the land, would the land become theirs?—Yes.

With regard to the division of palm-oil trees on family lands, is what the young man, the first witness, told me true?—Yes, perfectly true.

How is the land inherited?—By all the children, male and female, and the grandchildren can claim through the mother's side of the family a share in the family lands.

If an alien, or a man from another tribe, marries an Ijebu Remo woman, does the husband obtain any share in her family lands?—No, but the children by this marriage do.

If individual members of a family are allowed to do what they like with their share of the family land, as they appear to do now, do you realise how it may affect social institutions?—Yes, if this is allowed to continue, great harm will be caused to the families, who will become impoverished and landless owing to the alienation of their lands. We beg the Government will enforce the old native law, and will not allow anyone to sell or pawn their land.

Asked if he has anything further to add:—I have nothing more to say, but that I beg your Honour will assist us by begging the Government to stop the practice of selling and pawning land.

All present agree to all the Akarigbo has said.

When asked to give evidence, all of the chiefs present state that the Akarigbo has told the Commissioner everything, and that they could only repeat what he has already told the Commissioner.

Members of the public present, when asked to give evidence, refused the invitation on the ground that the Akarigbo had already said everything they had had in their minds to tell me.

District Commissioner then recalls the first witness. Ojuroye, recalled, affirmed, states (through an interpreter):—

When I informed you on the 15th instant that members of a family could sell or pawn their land, I was not thinking of the old law and custom. Before the British came here no one was allowed to sell or pawn his land.

Do you consider it a good practice or a bad one?—I consider it a bad custom to sell land, but I do not consider pawning land a bad one, as it often helps a man in his business, and he can always redeem it again.

(Witness withdrew.)

Third witness.—Mr. John A. Roberts, called by the District Commissioner, states:—

I am a native of Lagos, I am agent for the Church Missionary Society, Lagos. I am over nineteen years resident at Shagamu. I know something about native law respecting land tenure. I have heard and interpreted the evidence of the Akarigbo to you. I concur in what he has told you, as it is the same information I have gathered during the nineteen years I have been living in Ijebu Remo. I have nothing further to add.

The District Commissioner then informed the Akarigbo that when he returned to Ikorodu he would

invite anyone who wished to give evidence in that part of Ijebu Remo to do so.

The Akarigbo replied that he was certain that if his chiefs in that part of Ijebu Remo had been present, they would only tell me the same as I had been told here: that, unless Government expressly wished for further evidence than that already given, he would request that no more be taken, as he was afraid that the evidence of young, inexperienced men, if taken, would only confuse the Committee in England.

The District Commissioner informed the Akarigbo that he would forward the evidence already taken to the Honourable the Colonial Secretary and ask if further evidence was necessary.

Meeting closed.

A. W. BUTTERWORTH,
District Commissioner.

Enclosure 2 in No. 59.

SIR, Badagri, 19th October 1912.
I now forward the information as to the system of land tenure in the Badagri District asked for in your letter of the 5th September last.

I have, &c.,
H. V. NEAL,
District Commissioner.

The Hon. the Colonial Secretary,
Lagos.

Badagri District Land Tenure.

1. Land law in this district was based on the family system, and handed down from generation to generation. The land remained in the family; no one could touch it, not even a ruling chief.

2. Urban or rural lands were treated in the same manner. No individual of a family had power to sell or give away any portion of his or her share without the consent of the heads of the family.

3. Since the British occupation the old system of land tenure has been in many instances parted from; individuals of a family have taken upon themselves the right to dispose of their shares to strangers without consulting the family. This does affect native social institutions, as an entire stranger might be in possession of their old family lands or houses.

4. Heads of community exercised no control whatever. Each chief had his own lands. An individual did not use the land by grant or licence given by the heads of the community. Heads of families might grant land to outsiders or strangers as long as these people behaved satisfactorily; they worked the lands. At their deaths or removal the land reverted to the original owners, unless permission was obtained to permit the children to work the lands. Such land might never be sold or let out by any such individuals. If strangers or refugees required lands in the bush, the heads of the community assembled and a plot might be apportioned to these strangers, &c. They might use all land cleared, but under no circumstances could they dispose of such lands. They only had the use of it. Nothing was given to the chiefs in cash or kind. Once a year, tribute was collected by the heads to be paid over to the special messenger of the Alafin of Oyo.

5. Forest land was under the ruling chief.

6. The selling or leasing of lands were unknown.

DISTRICT COMMISSIONER.

Enclosure 3 in No. 59.

SIR, District Court Office, Epe,
28th October 1912.
IN reply to your letter of the 9th instant, on the subject of land tenure in Southern Nigeria, I have the honour to attach the statement of the native chiefs from this district.

I have, &c.,
LIONEL BLACKWELL,
District Commissioner.

The Hon. the Colonial Secretary,
Lagos.

Brimah Edu (Lagos Epe Bale) states:—

(a) On the death of the original owner of the land, it is divided up amongst the children: those that are farmers are allowed to cultivate farm produce on any portion of the land, but it is not divided into lots. The produce grown belongs to the cultivators, but not the land, which is the property of the whole family: some may not be farmers, but traders—they still retain their rights to the use of the land of their forefathers if they require it.

(b) Yes. (1) Urban land, (2) rural land: the law is the same.

(c) No.

(d) Heads of communities and advisers have no control over the usage of the land if the cultivator is the actual owner; but if he is a tenant, it is stipulated that he only grows articles of food such as yams, casava, corn, plantains, beans, &c., but not allowed to use the land as a plantation for kola, bitter kola; only the owner has the right; this applies to all crops that take a considerable time to grow. The owner of the land can inform the tenant at any time that he requires the land, but must allow him time to reap any crops that he may have grown.

Upon the death of the owner the land will be disposed of as described in (a).

On the death of a tenant the family of the tenant take all the produce, but the actual land reverts to the owner.

As regards "urban land," where a plot of land be given for building purposes, any building erected becomes the property of the builder, and under no circumstances can it be taken away from him or his family.

Relations between cultivator and head of the community.—The cultivator, when the crops are reaped, brings a certain amount to the head of community. No particular quantity is demanded; it appears to be more a custom to show that the cultivator is not the owner of the land.

(e) Heads of communities do not receive any revenue from the usage of the land, but the user is expected, as a matter of custom, to send some of the crop to the head of the community, as mentioned in (d). Palm nuts: the actual owner of the land claims these, and not the tenant.

The undersigned state the above system of land tenure to be the one that has always been in vogue.

	their
Brimah Edu (Bale)	×
Sakaniyawu (Balogun)	×
Abudu Salami (Mogaji)	×
Abu Afa	×
Sanusi Alahusa (Jebu Bale)	×
Denusi (Balogun)	×
Konibo (Jagun)	×
Ogebule (Seriki)	×
	marks.

LIONEL BLACKWELL,
District Commissioner.

Epe, 19th October 1912.

Enclosure 4 in No. 59.

Provincial Commissioner,
Central Province, Warri,
22nd October 1912.

SIR,

IN continuation of my letter of the 11th instant, I have the honour to attach a further report from the District Commissioner, Idah, dealing with the Kukuruku system of land tenure; also one from the District Commissioner, Kwale, with regard to the system in that district.

I have, &c.

H. M. DOUGLAS,

for Provincial Commissioner, Central Province.
The Hon. the Colonial Secretary,
Lagos.

Chief Ogbodo of Abbi (Kwale) states, spokesman:—

(a) In our town we hold lands by compounds. Each man in a compound holds his own land, which descends from father to son. Each man can pledge his own land, but has no right to sell. He can only pledge

to his own town people, not to members of another town. This is based on our native custom. If a member of another town wants to farm on our land he has to pay rent farm for one year, remove his crop, and leave the land.

(b)—(1) Every man in the compounds owns the piece of land on which his house is built. If a man having a house wishes to remove to another part of the compound, he must first get leave to build his house from the owner of the piece of land he wishes to build his house on. His ownership of the piece of land where he had his first house is final.

(2) Possession of rural land is final.

(c) We do not wish the present conditions of ownership of land altered. We do not wish any man to have a right of sale, because that would upset our social life, as if one man sold his land to a member of another town, there would be nothing to prevent the purchaser bringing a member of his own people on to the purchased land, and we consider such a thing would be bad for the town. If any person belonging to another town who comes to live in our town, and we give him a piece of land to farm on, if he at any time leaves our town and returns to his own town, he gives up the piece of land we lent him.

(d) As regards members of the compound who are owners of land, their ownership is final; the town cannot take the land away from them. When the town was first started, the land was divided up amongst the people, and each portion has since then descended from father to son. In the case of outsiders who are given a piece of land to farm on, when they wish to return to their own land, the ownership of the land they were farming on reverts to the man who gave the outsider the land for farming on. Any man can plant whatever he likes on his own land, and takes all proceeds of the crop for himself.

The head of the community is the Okpara; he "sacrifices" to the land of the whole town. When he dies we appoint another Okpara.

The title of Okpara does not descend from father to son. The Okpara is always the oldest man in the town.

(e) The heads of the community are the Okpara, the Onotus (headmen), and the Government chiefs. They are not in receipt of any revenues derived from the land for their own private use.

(f) If any money is required for the state or for tribal use a meeting is called by the Okpara, who then hands the collection of the money over to the Onotus. Every man in the town has to pay his share of the money required.

No one can collect any produce from the land of another man. Each compound has the absolute possession of all palm trees growing on its land. The cutting of palm nuts is communal, and has always been so. When the town collects palm nuts on the days appointed by the otuoli club (*i.e.*, the palm nut cutting club), every man takes for himself all the palm nuts he collects and does not give any share of the oil or kernels to the head of the community.

The manufacturer of palm wine does not pay any of it over to the head of the community.

At the time of digging new yams the otuoli club brings a present of a calabash of palm oil to the Okpara.

Chief Oconya of Ijonema (tribe Kwale) states, spokesman for the town:—

(a) Land is held by individual ownership. Possession is final.

(b) There is no possession of urban land: the land on which the town is built is town property; anyone can build where he wishes to.

(c) Extension of the right of ownership is not desired. That is to say, we would not recognise a man's right to sell his land to whoever he liked. This would upset our social life.

We do not sell or pledge our land to outsiders, but we pledge our land between ourselves on the understanding that we recover it again as soon as we repay the money we have borrowed on it.

(d) The heads of the community have no control over the land. Each cultivator holds his own land by inheritance, not by grant or licence from the heads of

the town, and his land cannot be taken from him by the heads of the community.

If a man from another town comes to live in our town we allow him to do so, and he can get piece of land to farm on. If he goes back to his own town the land he has built his house on reverts to the town and the land he held for farming reverts to the man he got it from.

The head of the community is the Okpara; he makes juju (*i.e.*, sacrifice) for the lands of the whole town, but does nothing else.

(e) The heads of the community, that is, Okpara, Onotus, and Government chiefs, are not in receipt of any revenues derived from usage of the land.

If money is required for state or tribal use, a meeting of the whole town is called, and the amount required is divided up between the compounds. Then each man in a compound has to pay his share of the money, *i.e.*, every man who has a house.

The cutting of palm nuts is communal. No individual owner of land has the right of reserving for his own use the palm tree growing on his land. No share of the oil or kernels are handed over to the head of the community for their private use. If any money is required for the whole town, the heads of the community have the power of making the town people collect palm oil to pay the amount required.

No one pays any share of his foodstuffs to the heads of the community.

A manufacturer of palm wine does not pay any of it over to the heads of the community.

Obunada of Emu (Kwale) states, spokesman for Emu towns:—

(a) The land is held by the town, but each man has a piece of land which has descended from father to son since the town started.

(b) (1) Every man owns the piece of land in the town that his house is built on, but none other.

(2) Every man's ownership of rural land is final; the town cannot take it away from him. He can pledge to his own people, but not sell, and he can neither pledge nor sell to outsiders.

(c) Extension of individual ownership is not desired. The town would object strongly to any holder of land saying he could sell his land to whoever he liked. No individual owner of land owns the palm trees growing on his land. Palm trees have always been the property of the community, and not of the individual. The town would not allow an individual owner to possess the palm trees; growing on his land; that would "spoil" our towns.

(d) The Okpara (*i.e.*, the head of the community) and the Onotus (headmen) make juju (*i.e.*, sacrifice) to the land. The making of juju for the land is very important. Otherwise they have no control over the land. Land descends from father to son.

(e) The heads of the community do not receive any revenue from the people for their private use.

If money is required for state or tribal use, the Okpara calls a meeting and directs the Onotus to collect the money required. The Onotus then collect so much from each householder until the money required is collected.

Every individual cultivator is entitled to all the proceeds derived from any produce he grows on his own land.

When palm nuts are cut and oil made, the head of the otuoli club (*i.e.*, the palm nut cutting club) has to collect one pot of palm oil from every two men of the club. Nearly all the town belongs to the club. These pots of oil are then brought to the Okpara's house and are divided up among the Okpara, the Onotus, and the Government chiefs.

Manufacturers of palm wine do not give any share of the wine they gather to the head of the community.

Chief Agagara of Obiaruku (Kwale):—

(a) The land is put into possession of one man whose title is "Okpara," but every man owns his own land individually. No one, however, has got the right of sale; the land in reality belongs to the whole town, as what are known as "individual owners" are only that by custom, not by purchase. If any man of another land wants to farm on our land we have to take him to the Okpara,

who is the headman of the town. The town cannot take the land away from the individual owner, though the individual owner is prohibited from selling it either to the man of his own town or to a man of another town. None can reserve to himself the right to cut palm nuts from the trees growing on his own land, as palm trees are the common property of the town.

(b) It is the custom that a man owns his own piece of land, but any member of the community can go and build a house on the other man's land without asking his permission.

(c) The native feeling against absolute ownership is not liked. The town would not permit any man to sell his portion of land either to one of the community or to a man of another town.

(d) Okpara has absolute control of all land; he has the right of "sacrificing" to the land. Okpara has, however, no power to take land away from the people. Land descends to the male line of the owner. Women have no right of inheritance.

(e) If the town is in debt, the Okpara can call on the town to collect money to pay the debt, but he has no right to call on the people to collect money for himself. Any man can plant what he likes, without payment of rent, on his own land, and is entitled to all profits.

When palm nuts are collected certain days are set apart for the Okpara and the Onotus (headman), when the whole town collects for them.

After that the people collect for themselves, and are entitled to all they can get.

Palm-oil trees are not tapped. No share of bamboo-palm wine is paid to any head of the community.

Esherefe of Ovu Inland (Sobo):—

(a) All the land of Ovu Inland belong to me. (This is also born out by the people of the town.)

(b) My ownership of the land, both urban and rural, is recognised as final.

(c) I have power to do what I like with the land. If I wish, demand rent from all members of my town, but I do not do so.

(d) I, as owner of the land, make "sacrifice for the land." Before anyone can farm, the town calls a meeting, and then comes to me, bringing me presents. Then I give leave to the town to farm. If anyone wanted to start planting rubber or cocoa on my land he would have to get my permission and pay me a sum of money. After the payment, I would not take any more money, but I would retain the power of revoking my grant of land. As owner of the land, before anything can be done on it I must be consulted.

(e) When the town wishes to farm, every man brings me a present of yams or gin. When he removes his crop, he then brings me a further present of five or ten yams. If any money is required for state or tribal needs, I send all the town out to gather palm nuts and make sufficient oil to collect the money.

I reserve the right to myself of being able to "hold up" the palm trees in order to cut palm nuts for myself. The town then goes out to cut the nuts for me, and when I have received sufficient the people of the town are at liberty to collect for themselves. I do not collect any portion of oil or kernels, which they collect for themselves. I do not allow my palm trees to be tapped for palm wine, but each manufacturer of bamboo-palm wine has to give me a calabash of the wine when he collects it; this is usually every native Sunday, that is to say, every four days. I also receive my share of timber royalties paid for felling trees.

Chief Nakpoma of Kokori Inland (Sobo) states:—

(a) The lands of Kokori Inland are put into the possession of one man.

His title is Oka-odro (pronounced Okarothro). He is the oldest man in the town, and on his death we appoint another man. This oldest man is put in charge of all town land. When farming seasons approach he calls a meeting of the town. All lands belong to the town.

(b) There is no individual ownership of either urban or rural land.

(c) See (b).

(d) When farming seasons approach the town has to bring a present to Oka-odro, and when crops are matured the people have to bring a tribute of yams or

other foodstuffs to Oka-odro. Anyone wanting to start a plantation has to, first of all, go to Oka-odro; when the crop grows the planter can give Oka-odro a present out of the proceeds, but such present is not a compulsory tribute. Oka-odro retains power to revoke the grant of land. All land reverts to Oka-odro for the town.

(e) Oka-odro and the second man to him (Odio Oka-odro) receive tribute. Oka-odro has the power of turning all town boys on to collecting palm nuts and oil for him; after he has got sufficient, all town boys can gather oil for themselves.

No palm-oil trees are tapped for palm wine, but any bamboo wine collected the Oka-odro has to receive his share every four days, as trees are tapped every four days.

Chief Kpojo of Umuquata (Kwale) states:—

(a) The Okpara is in charge of the land. Every person by custom, however, has his own piece of land which his fathers worked before him; this land, however, was not purchased. These people can sell or pledge their land among our own people, but have not got the right of selling it to a member of another town. Palm-nut cutting is on the communal system: no man can reserve to himself the right to cut nuts from the palm trees grown on his own land.

(b) There is no possession of urban land, but rural land possession is absolute; the town cannot reclaim the land.

(c) The extension of individual ownership would result in palaver.

(d) The Okpara is simply the "sacrificer" for the land. He receives a dash of about five yams and one fowl for sacrificing to the land. Nothing else is paid by any cultivator. There is no power of revoking land grants. The land was divided up since the town was made. It descends from father to son. Daughters have not got the right of inheriting.

(e) The head of the community (Okpara) received no tribute for himself, except a small pot of palm oil from each man at the time of cutting palm nuts. If the town owes money the Okpara puts a stop on the palm-nut cutting and puts on special boys to cut the nuts and make oil for payment of the debt. Timber royalties are divided up according to law.

The manufacturer of palm wine does not hand over any to the heads of the community.

Chief Edike of Umutu (Kwale) states:—

(a) Ownership of land is vested in the Okpara, who is the head of the town, but each man owns land which has descended to him from his fathers by custom, but not by purchase. A man has the right of pledging or selling his land, and the town cannot make objection, but he can only pledge or sell to a man of his own town and not to a man of another town. No one can reserve to himself the right to cut palm nuts from the trees growing on his land, as palm nuts are the common property of the town.

(b)—(1) There is no individual ownership of urban lands, except as regards the piece of land on which a man's house is built. If, however, he leaves that place and goes and builds another house, any one can go and build on the site of the deserted house.

(2) The ownership of rural land is final, but owner has not got the right of sale to an outsider.

(c) Individual ownership is recognised within the community, but the people do not wish individual owners to sell to outsiders.

(d) People hold their own land individually and can plant what they like. The only thing is that before planting they have to go to Okpara with a dash to get him to sacrifice to the land. In fact, nothing can be done without the Okpara's consent.

(e) At least times Okpara receives one yam from every man who has a house and a family, but otherwise does not receive any tribute.

Palm oil is brought to the Okpara's house and divided there; the kernels are kept by the man who cuts the nuts. A share of bamboo wine is given to the Okpara every five days, but palm-oil tree wine is kept by the manufacturer.

Chief Ifok of Ijiokpa (Kwale) states:—

(a) The Okpara is the man in possession of the land. Every man, however, has his own portion of land, which he has inherited from his fathers. He can pledge to members of his own community or to members of other towns. Palm-nut cutting is on the communal system; no individual owner has the right of reserving to himself the palm trees growing on his land.

(b) There is no ownership of urban land. The individual ownership of rural land is final; the land cannot be taken back from the owners; they inherited it from those to whom it was given at the time of the birth of the town.

(c) Extension of individual ownership is not desired.

(d) The Okpara "sacrifices" to the land. No tribute is paid to him. Every man can plant what he likes on his own land, and the land cannot be taken from him. The land goes to the heirs of the owner.

(e) The Okpara and Onotus have the power of putting stop on the cutting of palm nuts and sending the town to gather oil for them. Afterwards the people collect for themselves. The heads of the community are responsible for the payment of debts either for state or tribal requirements. Every manufacturer of palm wine keeps the produce for himself. They have, however, every five days to take a calabash of bamboo-palm wine to Okpara.

Ogboro, chief of Ajalomie Abraka and many Abraka villages (Sobo), states:—

(a) Held on communal system. In old days the land was all held by the King of Abraka. When farming season was at hand the king sacrificed to the land, and then it was divided up into farms. The custom is the same now. The headman sacrifices to the land. The system of cutting palm nuts is communal. No one has the right of selling land to other people of their own towns or of other towns. If anyone wants to borrow land for farming on, he goes to the man who possesses the land, pays a small rent, and farms for one year. However, people inheriting the land have not got a right of sale; such a sale has never taken place. If another town wishes to farm on our land, a town meeting is called, a rent is settled, and, if agreed on, the town renting the land farms for one year.

(b)—(1) If a man builds a house on a piece of land he possesses the piece of land, but there is no right of sale for urban land. If he removes, another man can build on the deserted site.

(2) The custom of rural land is involved. A man owns land by descent, yet his land is the property of the town. His sons, however, inherit it from him. Daughters can also inherit. Juju rules, as the juju sacrifice is made by the headman of the town.

(c) It would not matter if each man took his land for himself and allowed no one on it. However, the family could strongly object. They could turn outsiders off, but not members of their own family.

(d) If a man of the same town wants to farm on another man's land, he can go and do so; he simply tells the other man he is going to do so, but he pays no rent; this is because they all belong to the same family.

(e) Nothing is paid, except a dash to the "sacrificer" when palm nuts are cut by the young boys; all nuts cut are brought to the headman, a town meeting is called, and the nuts are divided up among everyone.

Now, however, since the Government has taken over the country, the people do not mind if a sacrifice is made for the land or not. The reason of this is because Government having made the country safe, the people have split up into many small villages, where formerly they all, as a means of protection, lived together in one large town. Small villages did not separate off because they could have been exterminated by marauders.

Chief Arawori of Oria (Sobo) states:—

(a) The land is held on the communal system; no one can say that he holds land individually.

(b) Is answered by (a).

(c) Is answered by (a).

If, however, a man's father has been in the habit of farming a certain piece of land from time to time, his sons can continue to farm it after his death; they can also let some other man of the same town farm without payment of rent, but the ownership of land still vests in the town.

(d) The cultivator takes all his own produce. No licence is granted. The land descends to the heir, but is also held by the town. Urban—there is no right of sale; the land in the town belongs to the town.

(e) No compulsory payment. A dash of some yams can be given to the headman (Ukopara). All palm oil is divided up in the house of the headman. The headman calls on the town to collect money for state or tribal requirements. The town reserves to itself the right of revoking a grant of land.

One headman (Ukopara) sacrifices to the land; on his death another Ukopara is appointed.

Agabi, chief of Eku (Sobo) states:—

(a) In olden times two men owned our land—one the king, the other the headman, who sacrificed for the town. Now anyone farming has to pay tribute through the headman (Oka-odro), who then brings the tribute to the present representative of the late king's family.

(b) There is no individual ownership of urban or rural land.

(c) The "king" has to receive tribute, and if this tribute is not paid the "king" can revoke his grant of the land. Land always reverts to the "king."

(d) As regards palm-nut cutting, the king's son has the right of cutting palm nuts a day or so in advance of the town. The nuts cut by him belong to himself. After the town has collected palm oil it is all brought to the "king's" house, where the "king" receives his share of bamboo-palm wine every six days, but palm-oil trees are not allowed to be tapped under any consideration on Eku land.

Chief Shadawa of Okpara Inland (Sobo) states:—

(a) The ownership of land is vested in Oka-odro (native title), and all land belongs to the town.

(b) There is no individual ownership of land.

(c) The town does not recognise individual ownership.

(d) Oka-odro is the representative of all the land. He is the oldest man in the town. All land belongs to the town, though individuals usually have one place where they farm. All persons have to bring kola and gin to Oka-odro before farming, and then they can go and farm where they like. They have then to pay a tribute to Oka-odro. Anyone wishing to start a plantation has to receive Oka-odro's permission. If any offence is committed Oka-odro has the right to revoke the grant.

(e) Oka-odro has the power of holding up all palm trees for himself first; also Odio Oka-odro. Palm-oil trees are not allowed to be tapped, but bamboo wine has to be given to Oka-odro every four days. Oka-odro can also call on the town to collect money for state or tribal requirements. In fact, nothing can be done without Oka-odro's permission.

SYSTEM OF LAND TENURE—KUKURUKU TRIBE.

Communal Tenure.

2.—(a) The land is the property of the whole community. The chief, chosen by the community, with the aid of the old men and sub-chiefs, looks after all the interests of the people. Among certain sub-tribes the family is the unit; among others, the individual.

(b) and (c) Within the community there is no such thing as alienation of land. All have an equal right to the use of land; no one has absolute right to possession of land itself. There is land and to spare for all, and there is no systematic dividing into holdings; each family or individual clears land and farms there without

necessarily informing the chief, and he who clears land has a right to a continued use of it while he remains a satisfactory member of the community. This applies to both urban and rural land. No individual of the community can lease land to strangers. A stranger can only obtain a temporary grant of land by applying for such to the chief and old men sitting in council; for such a grant he would pay a fixed yearly rent, which is the recognised perquisite of the chief and men of the community. A stranger's tenure of land can be terminated whenever the community so desires. Such a thing as the sale outright of land is absolutely foreign to native custom. This applies both to urban and rural land.

(d) The family or individual has the right to clear and farm any unoccupied land without approaching the chief or elders. In principle the use of land reverts to the community on decease of present occupier; in practice it is usually customary for the succeeding head of the family or a relation of the deceased to use the land he has cleared, both rural and urban. An unsatisfactory member may be deprived of the use of land he has cleared by the chief and old men. It was customary to sell such person away into slavery. Members of a community pay nothing for the use of land, but it is the duty of all members of a community to see that the chief they have chosen is provided for. The gifts to a chief were free gifts, and not looked upon as a tax on, or rent for, use of land. If a member failed to assist the community in providing for the chief, he was liable to be brought before the council of old men and sub-chiefs and sold away into slavery.

(e) The chief and old men would receive the rent from a stranger who farmed on land of the community; they received nothing from members of the community for use of land, either urban or rural (farm land or forest land).

* * * * *

Family as Unit.

Among the Ibieh, Jattu, and Ekpweri sub-tribes the family is the unit. Members of the family are liable to give all their labour to the head of the family, who in return feeds and clothes and finds them wives. In other sub-tribes the individual is the unit.

Paramount Chiefs.

In certain parts of the district there are paramount chiefs receiving tribute. This is the result of the Bida raids. The heads of certain tribes purchased peace from the Nupes by collecting so much tribute per head from their people and members of other smaller communities who placed themselves under their protection. When the Nupes were themselves attacked from the north they conceded to these chiefs the right to retain for their own use a certain portion of the tribute collected. The collection of this continued after the Nupes ceased to trouble the country. It is not looked upon as a tax on land.

Aversion to Sale of Land.

The seller of land became a slave among his own people, and on his death his body was carried to the forest and placed on a tree; he lost all rights—even the right to be buried in the ground of his own country.

No sale was ever recognised.

Evidence given by—

Chief Ogiato	of Ibieh.
„ Momoh	„ Auchi.
„ Apaiaaka	„ Jattu.
„ Naboye	„ Ajuguri.
„ Ogabi	„ Fugar.
„ Obiko	„ Iogeh.
„ Alini	„ Fugar.

P. J. GARDENER,
Acting District Commissioner.

41069.

No. 60.

SOUTHERN NIGERIA.

The SECRETARY OF STATE to the GOVERNOR.

(Sent 7.45 p.m. 24th December 1912.)

TELEGRAM.

[Answered by No. 70.]

Lands Committee anxious to obtain information how far practice of buying, selling, and mortgaging country land has spread. Can return be prepared showing (1) number of deeds, other than under Concessions Ordinance, registered during each of last five years, of sales, leases, and mortgages of land, distinguishing between lands in the Colony and Protectorate; (2) character of interests purporting to be

conveyed, whether freehold, leasehold, or otherwise. Length of term if leasehold, provisions as to rent or other considerations, and, when possible, area of land granted should be specified; (3) whether any, and if so, how many, cases purport to operate under English or native law? All information available should be forwarded as soon as possible.—HARCOURT.

No. 61.

SOUTHERN NIGERIA.

The GOVERNOR to the SECRETARY OF STATE.

(Received 6th January 1913.)

(Confidential.)
SIR,Government House,
Lagos, Southern Nigeria,
16th December 1912.

IN continuation of my despatch of 30th November 1912,* I have the honour to transmit a copy of the evidence on the question of land tenure in Lagos itself, given by the Eleko, the titular head chief, who is in receipt of a stipend of 300*l.* a year from Government.

2. Briefly summarised, the results of the evidence of the Eleko are as follows:—

All land in Lagos belongs by native custom to the white cap chiefs, and over this land the king—the Eleko—has no control. English law is now followed, except in the case where land still remains in the hands of the chiefs, when the old customs still obtain.

In the past all cultivators gave part of their produce to the chiefs, and the chiefs could take away land from anyone; all occupiers held land at the will of the chiefs, subject to good behaviour and the observance of certain duties.

3. I would draw your attention to the note made by the Acting Commissioner of Lands regarding the typewritten document, which apparently contained evidence entirely at variance with that which is now submitted. The involuntary disclosure of this document, which purported to contain a statement by the Eleko, appears to me to render the evidence of the Eleko worthless for the purposes of the Committee, and indicates the difficulty of obtaining any evidence of real value on this subject in Lagos.

4. I enclose also a copy of a letter from the Commissioner of Lands, dated 4th November 1912, on the question of the value or otherwise of the Eleko's evidence, which shows the difficulty of obtaining reliable evidence from the Lagos chiefs.

I have, &c.

F. D. LUGARD,

Governor.

Enclosure 1 in No. 61.

STATEMENT OF THE PRINCE ELEKO.

I am the son of King Docemo and was installed as head of the family and Prince Eleko ten years ago. My fathers came from Benin City over two hundred years ago. My family is Biniand is not Yoruba. The white cap chiefs are divided into three sets of sixteen each: the Idejos, who are Yorubas; the Akarigbere and Ogolade, who are Binis. I am the king of Lagos, and these three sets of chiefs are my council. There are also sixteen war chiefs, of whom only three survive. The war chiefs are also Binis.

When my fathers originally conquered the country, the fight which settled the matter took place at Iddo. Lagos was then occupied and unowned. It belonged to the Idejo chiefs. Aromire, one of the Idejo white cap chiefs, was the first to go to Lagos and build. Formerly both he and Onita had fishing huts, where the Marina is now.

The Benin people originally came to Iddo to wage war with Olofin, the chief of Iddo. The Olofin was also chief of the Idejo chiefs. He was taken as a prisoner to Benin, but brought back after a while, and Ado, a Bini, became the first king of Lagos. Ado was a son of the king of Benin, and was made king of Lagos by the king of Benin. When he became king of Lagos he became king *ipso facto* of the Idejo chiefs, or land-owners. They were not disturbed in their possession of the land, but Ado and his successors as kings of Lagos could take what land they required for themselves anywhere in Lagos. He informed the Idejos, The Akarigbere and Ogolade white capped chiefs have also got land in Lagos. They were given their shares by the king. The war chiefs were also given their share by the king. The war chiefs had their share where the Marina is now, probably in order that they might protect the island better. What I mean when I say that the king gave these chiefs their land is this: the king asked the Idejos to give them land.

The fundamental law of tenure in and around Lagos was that all land was in the hands of the Idejo chiefs. The king had no control over land in Lagos. I do not know what happened when Docemo issued his grants. I do not know whether he consulted the chiefs or not.

If a stranger came to Lagos and wanted land he went to the king, and the king would ask the chiefs to give him land. It would not belong absolutely to the stranger, who would give the king some of his produce annually and would leave the king to settle with the chiefs. This was the case both in the town and country. It also applied to a certain extent to people who lived in Lagos and were not strangers. They got land from the chiefs, but control of the land never passed out of the hands of the chiefs. There was no absolute alienation, and the chiefs never agreed to temporary alienation.

Now we have to follow English law, except in the case where land still remains in the hands of the chiefs, when the old customs still obtain. But with this exception the individual can now do what he likes with his land and can sell. This began in the time of Governor Glover.

This is a bad practice, and not in accordance with native custom. It weakens the power of the chiefs.

The chiefs by native custom exercise control over the usage of land to this extent. All cultivators, whatever they were cultivating, gave part of their produce to the chiefs, and strangers who obtained land through the intercession of the king gave part of theirs to the king.

* No. 59.

If a man to whom the chiefs had given land did anything wrong—for instance, if he stole—the chief would take his land away from him and not return it, whether it was in the town or was farm land.

The man who obtained land in the town from one of the chiefs always helped him when he had a festival in his house or anything of a similar nature going on.

When the user or cultivator of land died his children took possession, but the chief could take the land away if the children did not continue the services rendered by their father.

Adjourned till Saturday, the 9th of November, at 9 a.m.

W. BUCHANAN SMITH,
Acting Commissioner of Lands.

Note.—1. The Eleko was subjected to a very considerable amount of interruption from the white cap chiefs whenever any mention was made of the connection between the kings of Lagos and the land in Lagos. I had to remonstrate on several occasions. The Eleko more than once modified his statements after such interruptions.

2. Once, when dealing with the subject of the history of Lagos, the printed edition of Mr. Herbert Macaulay's speech at Government House was produced for my inspection. Out of it fell a typewritten unsigned document purporting to be a statement of the Prince Eleko on the subject of land tenure. It began, as far as I remember, with the statement that all land in Lagos belonged to families and in some cases to the individual. The paper was then removed, and not returned to me, although I asked for it. The Eleko also declined to tell me who wrote the paper for him.

W. BUCHANAN SMITH,
Acting Commissioner of Lands.

November 9th 1912.

EVIDENCE OF THE ELEKO (*continued*).

If land is abandoned it always reverts to the chief who allotted it. Land might, however, be abandoned for about ten years without reverting to the chief.

A cultivator or user of land has nothing to do with the head of the community as such. He has to give part of his produce to the chief who allotted the land.

In the old days the heads of the community, the kings of Lagos, derived no revenue from land. They got all their revenues formerly from the sale of slaves and later on from customs duties.

The white cap chiefs are appointed by the king of Lagos. The system is that they are appointed first by their families, and then presented to the king for his approval.

The white cap chiefs have got some land left in Lagos and the vicinity, but the greater part has been sold by those who were apportioned shares in the chiefs' land.

A lot of land in Lagos is passing from the original owners into the hands of moneylenders. It is not a good thing. I have no suggestions to make as to how the practice could be stopped. It originated when the Lagos people got Crown grants from Governor Glover. I think that is all I have to say.

Question.—May I see the typewritten document which was shown to me last week?

Answer.—I have destroyed it.

Question.—It purported to be evidence given by you on the land question. Did you give that evidence to anyone?

Answer.—I did not know what were the contents of that paper. It was typewritten and given to me. I found that it was of no use and I returned it to the writer.

Question.—Who was the writer?

Answer.—I do not know who wrote the paper.

With regard to the Crown grant system, I may add that when the owner of the original Crown grant dies

the land is divided up amongst the whole family in accordance with native custom.

his
THE ELEKO X
mark.

Before me,
W. BUCHANAN SMITH,
Acting Commissioner of Lands.

Witness to mark,
HY. LIBERT, C.C.N.A.
Lagos, Nov. 9th 1912.

Answers to the Questions of H.E. the Governor.

I have heard all the questions asked and Chief Obanikoro's answers. I approve all that he has said and do not consider that any good would be done by my answering the questions as well. I could only give the same answers.

his
THE ELEKO X
mark.

Witness to mark,
HY. LIBERT, C.C.N.A.

Before me,
W. BUCHANAN SMITH,
Acting Commissioner of Lands.
Nov. 9th 1912.

Enclosure 2 in No. 61.

Commissioner of Lands,
Lagos, Southern Nigeria,
4th November 1912.

SIR, I HAVE the honour to report that after having twice gone to the Eleko's quarters by appointment to take his evidence on the land tenure question, and having twice been put off, I went again last Saturday.

2. The meeting was fixed for 2 o'clock, but the white cap chiefs, without whom the Eleko was apparently unwilling to give evidence, did not arrive till 2.45.

3. While the Eleko's evidence was being given, especially during the early stages, he was subjected, in spite of my remonstrances, to a continuous fire of interruptions from the white cap chiefs whenever he made any statement which seemed to show that any one beyond the Idejo white cap chiefs had any control over land in Lagos. The Eleko always at once altered his statement to meet their views.

4. In order to get at the true position I had to ask a good many questions about the history of Lagos. One of the Eleko's attendants then produced the printed edition of the speech delivered at Government House by Mr. Herbert Macaulay, and I was told that I would there find the required information. Out of this book there fell a typewritten document purporting, apparently, to be a statement by the Prince Eleko on the land tenure question. It was unsigned. I read out the first few lines, which were to the effect that land in Lagos belonged to families and in some cases to individuals. This was not at all what the Eleko had told me. He had no explanation to offer, and declined to give me the name of the man who had prepared this statement for him. The paper, which I should have liked to read, was hastily removed and not returned, though I asked for it.

5. Owing to the frequent interruptions by the white cap chiefs, it was almost 5 o'clock before I had nearly completed taking the evidence, and as there still remained a good many points on which the Eleko could presumably give useful information to the committee, and as his Excellency's questions had not yet been touched, I suggested an adjournment. It was arranged that the Eleko should continue his statement next Saturday at 9 o'clock.

6. I am compelled to say that, in my opinion, evidence given in this manner is of very small value. The Eleko is evidently, for the present, at any rate, too much dominated by the white cap chiefs to give an entirely independent statement, and the typewritten document seems to prove either that he has been giving

evidence to someone else, which is improbable, or that some of the agitators are resorting to the concoction of evidence—not a creditable state of affairs. The only other alternative is that the Eleko actually knows nothing whatever about the subject, and has to rely for his information on his white caps chiefs and outside assistance.

7. I think, however, that, such as it is, the Eleko's statement should be completed, but I would suggest that he should be informed that he must give his evidence without reference to, or interference by, the white cap chiefs. It would also be useful to know the history of the typewritten document,

8. I may add that I asked the white cap chiefs to let the Eleko give his evidence without interruption, and said that if in any respect it was incorrect I should be glad to take further evidence on the subject from them to-day. They stated that they did not want to give further evidence. They agreed, however, to answer His Excellency's questions if they could be asked in the presence of the Eleko.

I have, &c.

W. BUCHANAN SMITH,
Acting Commissioner of Lands.

The Hon. the Colonial Secretary,
Lagos.

No. 62.

SOUTHERN NIGERIA.

2191.

The SECRETARY OF STATE to the GOVERNOR.

[Answered by No. 71.]

(No. 46.)

Downing Street,
20th January 1913.

SIR, WITH reference to previous correspondence relative to the West African Lands Committee, I have the honour to transmit to you the accompanying extract* from evidence which has been given before the Committee by the Rev. W. T. Weir, a member of the United Free Church Mission.

2. I have to request that I may be furnished, for

communication to the Lands Committee, with a report of the case of Okpo Ene, to which Mr. Weir refers in his answer to Question 8995. The Committee would also be glad to be furnished with any information which you may be able to afford on the subject of the practice generally with regard to making wills under native law and custom.

I have, &c.

L. HARCOURT.

No. 63.

SOUTHERN NIGERIA.

5554.

The GOVERNOR to the SECRETARY OF STATE.

(Received 17th February 1913.)

(No. 39.)

Government House,
Lagos, Southern Nigeria,
30th January 1913.

SIR, IN continuation of my despatch of 30th November 1912,† I have the honour to transmit a copy of a report on the system of land tenure in the Ijebu-Ode district, together with copies of memoranda from the Commissioner of Lands and the District Commissioner, Ijebu-Ode, on this subject.

2. Briefly summarised, the result of the evidence are as follows:—

Ijebu-Ode. Area, 1,467 square miles; population, 131,000. Land tenure is of three kinds:—

(1) Royal land, held at the disposal of the Awujale and his successors.

(2) Communal land, owned by a family group.

(3) Common land, owned by a family group.

All land can be sold to a native of Ijebu-Ode provided a majority of the family group assent to the sale, but no land can be sold to a foreigner. As a result of this power of sale, an attempt has been made to introduce a fourth type of land tenure—individual freehold tenure by the purchaser of land; but apparently such land really belongs, by native custom, not to the purchaser as an individual, but to his family.

Foreigners may, with the consent of the Awujale and council, obtain grants of common land, which they hold from year to year at a fixed rental.

I have &c.

F. D. LUGARD,
Governor.

Enclosure 1 in No. 63.

District Commissioner's Office,
Ijebu-Ode,

SIR,

16th December 1912.

WITH reference to your letter of 7th November, and to former correspondence, I have the honour to forward evidence on the subject of land tenure given by the following persons:—

A. Gbadamosi Kuku } Members of Ijebu-Ode
B. Falla } Major Court.
C. The Elesi of Odogbolu.

2. Also, answers to questions attached to D. 1075/12 of 7th November from—

D. The Mawlawda of Odogbolu.

E. The Awujale, the Olisa, and the Ijebu-Ode Chiefs.

3. I am of opinion that "E" represents the feeling of the whole district.

4. I also venture to send, marked "F," some remarks of my own on the subject in question. As these remarks differ in some respects (especially as regards the sale of land) from the evidence I gave in London last month before the West Africa Land Tenure Commission, I would suggest a copy be sent to the Secretary of that Commission.

5. I request also that the Commissioner of Lands may see "F."

I have, &c.

C. PARTRIDGE,
District Commissioner.

The Hon. the Colonial Secretary,
Lagos.

A.

Gbadamosi Kuku is a Muslim member of the Ijebu-Ode council. The Olisa and the majority of the council were present and agreed. There were no dissentients.

J. W.

Gbadamosi Kuku states:—

The land tenure in this country has never been secret; it has always been publicly known. This country was settled on by our ancestors without fighting. They found people here, of whom Ajebu was

SCHEDULE OF ENCLOSURES.

- (1) Evidence of Gbadamosi Kuku, Falla, the Elesi of Odogbolu, the Moloda of Odogbolu, the Awujale, the Olisa, and the Ijebu-Ode Chiefs.
- (2) Memorandum by the Commissioner of Lands, Mr. C. W. Alexander.
- (3) Memorandum by the District Commissioner, Ijebu-Ode, Mr. C. Partridge.

* Questions 8974-8999: pages 307-9 of African (West) No. 1047.

† No. 59.

the most famous. I do not know about the history, but the custom I do know. Obanta was our first ancestor from Ile-Ife, and he was the first overlord of the land. From him the Awujale have sprung. The Awujale and his council and people have always lived peaceably on the land. We have never heard that other tribes have come here and waged war and conquer us. Nor do we hear of having gone to war with other tribes—except the British Expedition. Before the British occupation, whenever anyone committed murder in the furthest parts of the Ijebu country (*i.e.* in the districts Epe and Ikorodu) the murderers used to be dealt with in their villages; but first the matter used to be reported to the Awujale, who used to send his representative. Also, when there were civil cases in which the parties were not satisfied, the Awujale used to be approached. Then if the matter could be settled here, the Awujale settled it; if not, a representative was sent to the spot. We have never known cases of chiefs going and seizing land in outside villages without buying it. Further, our houses are all built on the land we have received from our ancestors, and no stranger has ever been permitted to buy land around Jebu-Ode, and I am sure this has been so in the villages also. The people who came to have their cases settled by the Awujale had to pay, but I do not know how much. Land can be sold, but not to strangers. I speak of land which is not held jointly. Family land, which is held jointly, requires the assent of the majority of the owners before a sale can be effected. Family land could be sold without informing the Awujale. But there are degrees of rights over the land held by a given family. Thus, the eldest son of an individual owner (deceased) is an authority over the land jointly held by himself and his brothers. They have equal farming rights, and if there is a dispute the farm can be divided. But while the farm is held jointly the eldest member of the family is in authority—the eldest living brother, and, after that generation, the eldest cousin (whether he be the son of the eldest or youngest son); and the farm continues to be jointly held. Should one man stand out against the sale of a family land, the land would be divided, if possible. If the farm is not divided during the lives of the sons, the grandsons share alike.

What I mean by "in authority" is this: If any money is realised by sale of palm produce growing on the farm, it is divided by the eldest, and he would have a slightly greater share than his next brother; and the others would receive shares in proportion to their ages—the second getting more than the third and the third than the fourth son. The man in authority also has family disputes brought to him, which he refers to the headman of the village, if he cannot settle it. Taking the more likely case where an individual owner leaves sons by more wives than one—if there are five sons, say, by one wife and only one by another, the only son has a right to the use of as much land as the five together. In this case the eldest of the five is in authority over the shares of his own brothers and gets the largest share from the palms, whereas the only son gets a whole half. On a joint farm each clears, plants, and reaps himself. The only son may employ labourers so as to farm one half; or he may just prevent his half-brothers from planting on more than one half together. Two things are necessary before land can be sold:—

First, the agreement of the majority; and,

Second, the consent of the man in authority.

In the case above, the single son would have votes in proportion to his share of the whole farm.

Daughters do not get as much of their father's property as the sons.

The rules as to rural land, urban land, cloth and money are just the same.

We have always reaped palm-fruit for ourselves and a little to sell. The eldest brother gets a slightly greater sum from this source (say 12s. 6d. against 10s. to the next brother). He is given the greater amount because he is older, and every community must have a head, and a second man, and so on.

The rule as to subdivision of the proceeds of timber on the farm is the same: the eldest brother gets more than the youngest.

We have always recognised the eldest as the head of the family. He makes offerings every year, and

prays for himself and the younger sons. In this respect the eldest is in authority over his half-brothers also.

Sacrifice is made to all the ancestors whose names have been handed down to us. The offering is a ram, which is bought with the proceeds of the common products (palms and timber) before those proceeds are divided. If there are no proceeds of this kind and an oracle tells a man that his grandfather needs a ram, he will buy it himself to save his own life, and would not be assisted with money by his younger brothers.

Tolls from the caravans used to go to Awujale for sacrifice.

The proceeds of the public lands of a town or village go to the chiefs and elders in authority.

The revenue of this common land is given to the elders for religious ceremonies, and they keep the balance. (Sometimes villages set apart an area on which the palms are reserved for the village; and from the proceeds sacrifice is made and elders are paid.)

A newcomer has no access to the village land without a yearly payment to the original settler or his descendant. So also the newcomer's children pay to the head of the family, who uses the money for sacrifice, and if any is over, he shares it with the elders in authority. There are many villages, small and large, which are families—all the members being descendants of the original settler. I have rights over land in many parts, which have come to me as share of my great-grandparents' shares.

If there is no uncultivated land and the head of the village is the head of the family, then some part would always be set apart to give necessary revenue for village sacrifice, &c., and this corresponds to the revenue from palms on the family land. This would be the result of original settlers having failed to claim enough land for their descendants.

Gbadamosi Kuku admits that this statement is correct.

The above evidence was given on 7th November 1912.

C. PARTRIDGE,

District Commissioner.

Witness :

LAWALE TUBI,

Deputy Registrar.

B.

Falla is a pagan member of the Ijebu-Ode council. The Olsa and the majority of the council were present and agreed with Falla. There were no dissentients.

J. W.

Falla (member of the Ijebu-Ode council) states:—

If one joint holder buys land elsewhere, the other joint owners do not share the new purchase. But should the purchaser die, his younger brothers would share with the purchaser's sons.

A man can only claim a share of the land of his father and his own mother. Illegitimate children cannot claim share. In the case of common land of a village the revenue goes to headman and those in authority. No part of the revenue of the common land of a village is due to anyone outside that village. The Awujale cannot get any of the revenue. Every year the villages to which the title "Ode" is prefixed used to bring in a leg of a ram or of a goat, because the prefix "Ode" means that the village was originally settled by a son of an Awujale. The headman of a village cannot get any part of the produce of a family land held by any family other than his own. Neither the Awujale nor those in authority in a village can claim any portion of the proceeds of a trader. I do not think that the coming of either Islam or Christianity has weakened the customs of land tenure.

I heard Kuku's statement, and the only point on which I disagree with him is not connected with land tenure. There are lands which are held by the Awujale as such, and they go to his successor and not his sons.

Falla admits that this statement is correct.

J. WYNDHAM,

Witness : Acting District Commissioner.

E. D. OGUNADE,

Member of Council.

J. WYNDHAM,

Acting District Commissioner.

C.

Gboteyi, the Elesi, is the second chief of Odogbolu. (No one else was present—except the interpreter.)

J. W.

The first Elesi was one of the Awujale's chiefs descended from an Awujale after Obanta. After arrival of Egbas my ancestor got up and made a settlement at Awkun. It was only thick forest and my father was first settler.

Moloda* was son of a prince of Ijebu-Ode who ran away from Ijebu-Ode to my father. Other people had come to live with Elesi before that: (1) Remadegun from Ijebu-Ife, but he was a prince of the Awujale. (2) Igbon from Ijebu-Ode. (3) Agomoyon from Ijebu-Ode. Then Moloda. All these brought slaves or servants from elsewhere, but no one of their followers was distinguished.

When Remadegun came Elesi gave him the quarter he now has. The same with the others.

The subsequent settlers paid nothing to the Elesi.

For in those days there was no strife; when a new man came and asked where he should go, a direction was pointed out to him. Only when any chief dies the Elesi and a representative of the Awujale have to perform ceremony and then we get presents.

The ceremony was the sacrifice of a man: it is now of a cow. The present consisted of sheep, clothes, and 22,000 kowries, and was subscribed by the deceased's family. When Remadegun used to sacrifice a ram he used to give a leg to Elesi. This was before the British occupation. Elesi also sent a similar present. Remadegun used not to send me a present when I sacrificed to my ancestor. It was not the custom to send anything to the Awujale. Awujale used to send an Agunrin to sit with us to hear important cases (murder and theft).

We never used to send in to salute Awujale when he sacrificed to his father. He used not to pray for us. Elesi used not to pay tribute to Awujale. The Agunrin used to share the money in the cases he heard.

Elesi went with children and slaves.

We first went to the Alekun. The others came and settled round, but, for safety from Oyos, closed in and formed Odogbolu. Ode Alekun is name of Remadegun's original settlement.

Formerly we had our houses in the middle of our farms.

The first Elesi gave each son a farm, or rather pointed in the direction. The same farms are still with their descendants. If younger son set up against eldest son he would be banished. He would then send present and, on return, apologise and be put back on the same farm. If he does not apologise his children and younger brothers will live on the farm.

The land of murderers without families goes to elder brothers.

Strangers brought palm wine and sprinkled it on the grave of the first Elesi; now we take money. The stranger goes to the quarter in which is the piece of bush, or land, which had been cultivated. (The latter is the case where men do not care about farming; then the stranger would have to pay a yearly payment. He cannot be sent away unless he is troublesome, or the owner wants to farm himself.)

In case of bush, 5s. and demijohn of palm-wine is given by stranger, who is then permitted to clear the bush. He made a yearly payment and cannot be turned out except for making trouble. He goes on paying and so do his children, even if by a native wife. So also would a native of the town for similar farming rights on the common land. It is more customary for land to be held jointly by the sons.

Farms can be sold if all agree. Town houses go to the eldest son. He cannot sell the town house, because the fathers are buried there and their bones and souls would then be sold.

As Elesi I receive presents from every householder in my quarter when I am going to worship my father, because they are only too glad to claim descent from Elesi I. They bring palm-wine.

A man with a house and no farm will bring palm-wine.

Every man cannot worship his father in his house, therefore we do it by quarters. In the case of a man with a farm, but no house, we say "soup cannot drive soup from the dish," therefore the eldest son must find a part of his town land for the younger, unless he can find another place in another quarter. The second son would still bring me the palm-wine even if he had removed to another quarter. I get these presents only at the time of the ancestor worship. If a man has bought a farm he can sell without reference. If inherited, the relatives would object, and head of family must be consulted.

It would not be honest to sell my land which came to me from my fathers, for what would my children have to live on?

The Christians are just as anxious to keep their land for their children as we are.

People often wish to sell land for funeral expenses, or to leave and go away to Lagos or elsewhere; but it is disallowed in my part.

Sale is non-existent around Odogbolu; when people talk of sale, they mean pledging.

There is no sale without Orisha-Oko.

In the past, our authority was supported by fines. We could not touch a man's land; because he has inherited his communal interest in it.

I conceive that land belongs to a vast family of which many are dead, few are living and countless members are yet unborn. I have no authority over any land except my family land.

Strangers get permission to cut bush and farm from the head of the joint owners of that bush; in effect, by heads of the families as representing the dead living and unborn of the village.

Such land would revert to the village and to the Bale and elders as representing the village.

Rent is divided by the elders in authority over quarters, as opposed to elders in age. Similarly a member of the village must pay rent because this is village property as opposed to family property. This is for farming. If a man reaps palm fruit he must give half to the elders in authority. For timber, a man would take a demijohn of palm-wine to the elders. (Similarly to the family if the tree is on some family's land, for a man has right over palms and timber on his family land.)

A man who has permission to get palm-wine would have to supply the elders at the time of festivity.

The Awujale used not to get anything from the proceeds of rent of the common land. I do not know of any uncultivated land which does not belong to some village.

No tax for export food is raised. Traders never paid for the right to trade.

Gboteyi, the Elesi, admits the accuracy of this statement.

J. WYNDHAM,

Acting District Commissioner.

9th November 1912.

Witness:

LAWALE TUBI.

D.

Answers to questions attached to letter of 7th November.

MOLODA OF ODOGBOLU:

1. We have been unable to come to a conclusion on this point.

2-9. We say the same as to the other questions. We are afraid to answer quickly on a subject that is new to us. But whatever answers the Awujale gives in Ijebu-Ode, we will abide by.

This is the statement of the Moloda of Odogbolu. The remainder of the council agree. The town of Odogbolu does not wish to make any statement.

The Moloda admits that this is his statement.

J. WYNDHAM,

Acting District Commissioner.

Witness:

LAWALE TUBI.

Odogbolu, 29th November 1912.

* He is the head chief at Odogbolu, and is entitled to wear a "crown."—C. P.

E.

Enclosure 2 in No. 63.

Answers to questions attached to letter of 7th November.
Answers given by eighteen members of the Ijebu-Ode council, including the Olisa, and afterwards approved of by the Awujale.

1. These terms "slavery or semi-slavery" have nothing to do with us; we have always been free, and we do not think that the British Government can make us more free. We are quite contented with our present security of land tenure. Of the three forms of tenure, we prefer the communal, and we consider that ours is an advanced form of communal tenure. We object to State control, and we consider that we have not yet arrived at the phase of freehold tenure.

2. Our fixity of tenure depends on customs inherited from our forefathers, and it is not the same as under freehold tenure.

3. Our boundaries are all well-known and defined. The courts in which our chiefs and elders preside are a sufficient protection against encroachments. (For example: last year a judgment was given against the Awujale for an illegal transaction concerning land.) Our laws against the employment of lawyers protect us from "costly litigations."

4. Under our present system, a promising young man can always get land on application to the head of his family or family-community. We wish to keep the Ijebu country exclusively in the hands of the Ijebu people.

5. Our authority has never ceased to be recognised, and we do not anticipate any decrease in it.

We do not consider that the collecting of land-rents would increase it; it would probably decrease it. Not having freehold tenure, we have no reason to fear its attendant evils. The large majority of the Ijebu people is still loyal to the Awujale and the other chiefs and elders. (For example: yesterday the Moloda told Captain Wyndham at Odogbolu that he and his people were willing to accept the answers to these questions given by the Awujale and his council.) We venture to say that what applies to Northern Nigeria cannot apply equally to this country: when the British Government conquered Northern Nigeria they took over a Mohammedan system already established by the Fulani conquerors, whereas this country has always been free, and, until quite lately, entirely pagan.

6. We prefer our present system. We consider that all the land in the Ijebu country is held from Obanta, a royal prince who long ago arrived here from Ile-Ife, the cradle of the Yoruba race.

7. The change would make us "uneasy," and we should feel that the land no longer belonged to us: it would be like giving the key of one's box to another man.

8. We prefer revenue from spirits, &c., and are quite satisfied with the present system of administration of justice and development of wealth, &c.

9. We do not want to be any richer. None of us has been to England, but we have heard of its "civilisation," and we prefer our own "uncivilised country."

Q. Which do you consider the happier, Europeans or Yorubas?

A. We think we enjoy our own happiness more than the European enjoys his, and we are quite satisfied with our own happiness.

his
ADEONA the Awujale x
OLUKOGA the Olisa x
mark.

Witness to marks:

LAWALE TUBI,
Dep. Registrar.

30th November 1912.

Read over to the Awujale and Council, who acknowledged its correctness.

C. PARTRIDGE,
District Commissioner,
30th November 1912.

MEMORANDUM.

1. In a developed form of West African community such as is found among the native Yoruba states, boundaries have become defined, and each subordinate community, each village community, and each family unit has a fairly definite area of land.

A part of each of these areas is undeveloped, and is subject to allocation to rent or tribute-paying strangers, and undeveloped land not included in the area of any subordinate community is under the control of the head of the community. Subordinate communities tracing descent from the common ancestor give presents to the head chief mainly for sacrificial purposes, and aliens pay rent or tribute.

2. The contention of this Department is that in one way and another dues derived from the land under the native custom always pass to the heads of African communities. Even if they are purely sacrificial offerings it must be remembered that sacrifice is the one public purpose according to native ideas, for the due performance of sacrifice is supposed to bring prosperity and safety to the community.

This was what was meant when, in a memorandum in 1910, I suggested that "direct taxation is entirely in "harmony with the principles of native land tenure, "and that by the omission to impose it the Govern- "ment is acting not so much in accordance with as "in contravention of native practice and sentiment."

3. I do not think the evidence from Ijebu-Ode disproves the views advanced from this Department, though it may be suspected that, as in the case of evidence recently given in Lagos, the paramount control of land vested in the chiefs has been kept in the background as much as possible. In fact, the following extracts appear to support these views:—

Statement A.—"Obantan was our first ancestor from Ile-Ife, and he was the first overlord of the land. From him the Awujales have sprung."

"We have always recognised the eldest as the head of the family. He makes offerings every year."

"Sacrifice is made to all the ancestors. The offering is bought with the proceeds of the common products (palms and timber)."

"The proceeds of the public lands of a town or village go to the chiefs and elders in authority. The revenue of this common land is given to the elders for religious purposes."

"A newcomer has no access to the village land without a yearly payment to the original settler or his descendant. So also the newcomer's children pay to the head of the family."

Statement B.—"In the case of common land of a village the revenue goes to headman and those in authority."

"There are lands which are held by the Awujale as such, and they go to his successor and not to his sons."

Statement C.—"When any chief dies the Elesi and a representative of the Awujale have to perform ceremony; we get presents."

"Strangers brought palm-wine and sprinkled it on the grave of the first Elesi: now we take money."

"In case of bush, he (a stranger) made a yearly payment."

"As Elesi, I receive present from every householder in my quarter when I am going to worship my father. They bring palm-wine."

Statement F.—"Lands deserted by their owners became royal lands at the disposal of the Awujale and his successors."

In particular, attention is drawn to the first and last extracts. It was once stated to me by an official who had had experience in Ijebu-Ode territory that the Awujale had no paramount power over land. But is not its existence conclusively proved by the fact that land abandoned by a holder reverts to the Awujale?

4. The evidence given in Lagos and the articles in newspapers seek to prove that families own land, ignoring of set purpose the obligations of the families to the head of the community. The family is indeed

a unit holding land, but not by any means the independent unit it is represented to be.

The white cap chiefs prior to the cession exercised control over land; their position was of course political, though political power among natives is associated with succession from a common ancestor. It may be remarked that in Wood's notes on Lagos it is stated that the white cap chiefs had to pay half their revenues from land to the king of Lagos. The payment was to a chief forced by conquest on the natives of Lagos, and shows vividly how conquest stereotypes customary dues from land, and practically converts them into taxes.

It is interesting to note the result of the issue of absolute grants in Lagos by the Government. The effect was to produce the independent family unit, claimed by the Lagosian to exist under native rule. The grantee becomes the head of an independent family with no obligations to the State; in fact, a sort of *imperium in imperio*. But the size of the area granted did not allow for expansion, as an allocation under native law would have done. The position now is that the families have grown large, but each member regards himself as having a right to occupy a part of the area granted.

Constant disputes and litigation are the result.

The same effect results from the absolute sale of land by chiefs and others in Lagos.

5. It appears to me that the legalisation of absolute sales under any conditions must break up the native system. It creates a class of land independent of State control, with the result that increases in the value of land benefit the individual and not the State.

I cannot see why anything more is needed than that the right to occupy should be transferable and, after transfer, should be held under ordinary native tenure. It would, I think, be quite sufficient to allow a native transferee to get a re-ord of his holding made in the local land court, a plan being filed if desired. The transferee would then have his obligations and area on record, and obtains practically a perpetual lease subject to fulfilment of his recorded obligations.

C. W. ALEXANDER,
Commissioner of Lands.

Lands Department,
Lagos, 6th January 1913.

Enclosure 3 in No. 63.

F.

1. Before the British occupation of Ijebuland in 1892, land tenure was of three kinds:—

- (a) Royal lands. These had always been handed down from Awujale to Awujale, and could either be kept in an Awujale's own occupation or granted on certain conditions to members of the royal court. Additions were made from time to time to the area of the royal lands. For instance, lands deserted by their owners became royal lands at the disposal of the Awujale and his successors.
- (b) Communal land. By 1892 all the land in the Ijebu country had been divided up among the various family-community groups, with well-defined boundaries between them, and the tenure was "advanced communal," representing a phase about midway between "primitive communal," and "freehold."
- (c) Common land. Many, but not all, of these family-community groups had reserved certain lands for "common use": as burial grounds, as communal sites (market-places, meeting places, &c.); also vast forest areas for timber and other products, and for hunting; similarly fishing places. These forest areas were also, I think, looked upon as a reserve from which grants of land could be made to slaves and other "strangers" adopted into the community.

2. These three kinds of land tenure still (1912) remain, but during the last twenty years the practice of selling land—practice unknown before 1892—has gradually cropped up, and, as far as I can learn, a good

deal of land has been sold during the last two decades. Up to the present, however, every sale has been between Ijebu and Ijebu: there exists no example of any purchase of land by a non-Ijebu. Europeanism, and the consequent increase of trade and influx of money, introduced this further advance from "primitive communal" to "freehold" tenure. The procedure is as follows: a member of a certain family-community, desiring to sell his share of land, notifies his community. If they object, he cannot sell. If they consent, he sells to some other member of his community, or to a member of another Ijebu community. The latter may be the purchaser.

3. Now rises a difficult point. In the opinion of many of the "rising generation," those who have attained manhood under British occupation, the purchaser holds the land under a still more advanced form of tenure; namely, he has the right to grant or re-sell the land to another Ijebu *without consulting anybody*. (A few even assert that they can sell to a non-Ijebu, but this is certainly wrong.) I disagree with this opinion, and maintain that the purchaser is subject to the communal tenure under which the vendor formerly held. If the said "still more advanced form of tenure" be allowed, it will give a dangerous opening for more trafficking in the sale of land, and will most certainly tend gradually to decrease that power of the chiefs and elders which the British Government is so anxious to preserve.

4. I should like here to correct a mistake which has, I think, arisen in some minds as to the tenure of land in the Yoruba country; the people do not hold land from their kings and chiefs, and these rulers have no right to interfere in land questions; the people hold on the strength of their descent from the common progenitor of, or adoption into, the family-community *now* in possession of the land. All family-communities in the Ijebu country claim descent from the princes who emigrated from Ile-Ife, and all Yorubas claim descent from Onomila, the first Oni of Ile-Ife. All Yorubas would admit that their "title deed" is their descent from him.

5. It is quite wrong to assert that they all hold of the Alafin of Oyo. This erroneous view has arisen because the Alafin is sometimes styled the "landowner," the origin of which title is as follows (I quote from Mr. George's "Historical Notes on the Yoruba Country"):—"The founder of Ile-Ife 'gave to his youngest son Oloyo (Lord of Oyo, the Alafin) a small 'Ado or gourd receptacle, into which he had put some 'ingredients together with common sand, as it might 'be of service to him and his brothers in their travels ' (the sons of the King of Ile were then setting forth 'to found kingdoms in Yorubaland). It was of great 'use to them, for when they travelled southwards they 'met a large river which they determined to cross. 'They got into a canoe and pulled off; for a whole day 'no land was visible. The next day Oloyo remembered 'the gift of their father; he opened the small Ado and 'poured some of its contents into the river. Imme- 'diately dry land was visible. Hence he is said to be the 'landowner' ". I disagree with Mr. Dennett when he says ("Nigerian Studies," page 199) that "in 'Yorubaland theoretically all the land belongs to the 'Alafin of Oyo," and (page 91) "in all matters relating 'to land, the Alafin takes the place of his progenitor 'the Oni, and the present positions of the two great 'Yoruba chiefs, Alafin and Oni, are equivalent to those 'of our King and of the Archbishop of Canterbury." Mr. Morel has made the same mistake in his recent book on Nigeria. Of the first-class Yoruba kings—namely, those of Ife, Ketu, Ijebu, Abeokuta, Benin, Ondo, and Oyo—the Alafin was "the youngest son" (Dennett's "Nigerian Studies," page 91). These kings are all of equal rank, but the whirligig of time has shifted them up and down a good deal. If ever a "durbur" of the Yoruba kings be held, it should take place, not at Oyo or Ibadan, but at Ile-Ife, the town from which they all "came out."

6. In the evidence I gave in London before the West African Land Tenure Commission I said that I considered the selling of land to be an evil which should at all hazards be absolutely forbidden and stopped. However, on further very careful consideration, I am inclined to modify my views; Europeanism

and its ideas have got so deep into the very heart of Yorubaland that it now seems all but impossible to conserve entirely the former state of things. A generation of Yorubas with educated and progressive views is becoming a power in the land, and must be considered. Under our peaceful rule, the population is increasing to such an extent that family land, especially in the great towns, can no longer be subdivided. There are young men who have acquired small fortunes in trade, who desire to purchase sites for their homes. Provision should, I think, be made for them. In Ijebuland, for instance, I consider that the Awujale's "proclamation" of 18th May 1912 (see attached copy) provides for them: sale, under certain conditions, is permitted between Ijebu and Egbu. For the present, at any rate, I would keep Ijebuland for the Ijebus, Egbaland for the Egbas, &c., but I would permit sale under certain conditions (see section 5 of the said proclamation) between Ijebu and Egbu, between Egbu and Egbu, &c.

C. PARTRIDGE,

16th December 1912. District Commissioner.

Ijebu District.

A proclamation to confirm and to protect Ijebu law and custom relating to the ownership and tenure of land in the Ijebu country:

The Awujale of Ijebu-Ode and the Ijebu District Council, with the advice and consent of the District Commissioner of Ijebu District, hereby make known that—

1. For the purpose of this proclamation "the Ijebu country" means and includes all land that at the time of the British occupation of Ijebu-Ode (1892), was under the supreme overlordship of the Awujale of Ijebu-Ode, and "an Ijebu" means and includes every person who is wholly and partly descended from any aboriginal natives or native of the Ijebu country, and also every person who for some good reason (such as

long residence in the Ijebu country) is permitted by the Awujale and Ijebu District Council to become an Ijebu by making his or her home in the Ijebu country and by adopting and subjecting himself or herself to Ijebu law and custom.

2. All land in the Ijebu country belongs to the Ijebu people under the supreme overlordship of the Awujale of Ijebu-Ode.

3. The sale of land in the Ijebu country to any person other than an Ijebu is absolutely contrary to Ijebu law and custom, and any such sale that has hitherto taken place is illegal and invalid.

4. Any non-Ijebu occupying land in the Ijebu country has merely the use of that land for such period and for such purposes as have been approved of by the rightful owners of such land, and when such occupier is an alien such occupation must first have been approved of by the Awujale and Ijebu District Council. (See also section 3 of the Southern Nigeria Native Land Acquisition Ordinance.)

5. The sale of land between Ijebu and Ijebu is forbidden except by the consent of the majority of the communal owners, and in future, before such sale can take place, this council is to receive at least three months' notice, so that the ownership of the land may be thoroughly investigated.

6. Any such sale that has hitherto taken place, except by the consent of the majority of the communal owners, is illegal and invalid.

Passed in the Ijebu District Council this 18th day of May 1912.

his
ADEAWNAW, the Awujale ×
mark.

Witness to mark,

E. D. OGUNADE,

Member of the Ijebu District Council.

True copy.

C. PARTRIDGE,

District Commissioner.

No. 64.

SOUTHERN NIGERIA.

6489.

The GOVERNOR to the SECRETARY OF STATE.

(Received 24th February 1913.)

(No. 48.)

(Extract.)

SIR,

Naraguta,

Northern Nigeria.

17th January 1913.

In continuation of my despatch of 30th November 1912,* I have the honour to transmit a copy of a report on the system of land tenure in Egbaland.

2. Briefly summarised, the results of the evidence are as follows:—

Egbaland.—Area, 1,869 square miles. Population, 265,000. Land is owned by the family and its individual members, male and female, and not by the State. If a family dies out its land reverts to the community; no one may own or cultivate it, but anyone may gather natural produce. An Egba may sell outright to an Egba, but to no one else. If an alien applies for land it may be leased to him through the Alake. It is held on good behaviour only. He may not plant life-trees or gather the produce of the oil palm. A lessee usually pays a present at festival times, but it is entirely voluntary. Any Egba individual can acquire land freehold from members of the family, and, if an Egba, the improvements and land are his alone. Leasing to foreigners came in with the British; leases may be for any length of time, but are only to be granted to traders. If land is required by a foreign Government or for public purposes, the Alake arranges with owners as to compensation. Land may be pawned, but the person who thus acquires may not plant life-trees. No stranger can own or alienate land. If an Egba landowner gives a share of profit to the paramount chief, it is entirely voluntary, but an alien must give some produce to the chief as an

acknowledgment that he is only a tenant. Land may be pawned, but no interest is asked for on the money.

I have, &c.

F. D. LUGARD,

Governor.

SCHEDULE OF ENCLOSURES.

1. Notes by A. Edun, Egba Government Secretary.
2. Memorandum by A. B. Green, President, Native Court.
3. Evidence of Adila of Erunwon.
4. Evidence of Samuel John Peters.
5. Evidence of Alufa Abudulai.

Enclosure 1 in No. 64.

NOTES ON THE SYSTEM OF LAND TENURE IN EGBALAND.

(a) The fundamental principle of law of native land tenure is ownership in the family. The land of the tribe is divided up amongst the families of the tribe—the family, and not the individual, being originally the tribal unit. The ownership of family property is vested in common in all the members (male and female) comprising the family and not in the head of the family alone by himself, who has no right to alienate any portion of the family land without the consent of all the other members. The head of the family does not hold in trust for the family, but is simply the mouth-piece of the family on any matter re the family land that may be agreed upon by all the members of the family. Family land is held very sacred. This is

* No. 59.

exemplified by the thousands of ruins in Abeokuta—old family compounds—which cannot be touched or appropriated by anyone outside the family circle—not even by the Alake, much less the chiefs of townships. In the town of Ashagga fully 75 per cent. of the old family compounds, as a result of the Dahomeyan raids, are in ruins, and have literally run into bush, the owners having either been killed in the raids or captured and taken to Dahomey: so sacred are these ruins, and so well-marked the family boundaries, that repatriates are now returning from the land of captivity each re-entering and re-building the lands of his family.

I should not omit to remark that in contradistinction to the family, who are owners in the fullest sense of the term, a stranger, *i.e.*, one outside the pale of Egba community, may, by the permission of the members of the family, occupy or build upon a portion of the family property. Such person and his descendants enjoy only the rights of occupancy, and are no absolute owners, for they occupy only on good behaviour. Should they commit adultery with the wives of any of the members of the family—the grantors—or be found guilty of such heinous crimes as burglary, or the making of charms for criminal purposes, or of poisonous medicines, &c., they can be turned out by the grantors, and the property re-entered. Lands so granted revert to the grantors on failure of successors (*i.e.*, grantee's children, grand-children, &c., but not brothers or sisters, &c.), or on grantee's permanently abandoning possession, or on the building going into ruins, and they cannot also be alienated in anywise by the grantee. Such occupiers pay no money and make no presents to the grantors, and kola-splitting—the ceremony binding a contract—is absent in the making of the grant. The grantee and his children, as stated above, may continue to cultivate during good behaviour, but they are prohibited from planting the kola tree, the orange tree, the oil palm, banana, and plantain, these being the only life-trees known in the early times. In more modern times cocoa and coffee trees have been added to the list. They must not also reap the nuts of the oil palms in their lands—these are reaped by the members of the family granting, who are held to be the real owners of the land. Although the grantee makes no presents in return, yet he is bound to make to the grantor yearly contribution of small quantities of the crops of his cultivation on the land, *e.g.*, yams, corn, &c. during the yearly fetish festival of grantor-family, and he is also expected to contribute towards the funeral expenses of the members of the family.

(b) Within the larger circle of family ownership individual ownership is recognised by native customary law, particularly with regard to rural land.

Urban.—Where, in the family land, a member of the family has obtained from the other members, through the head, a definite portion, and by his own individual men he has built upon or in other ways improved it, this portion becomes his own individual property. He may pledge it or sell it but *never* outside the community. No Egba man can pledge or sell land to anyone who is not an Egba. As far back as the year 1903, this law, which may be regarded as the great land law of the Egbas, was embodied in a piece of legislation in 1903 promulgated in circular form (see Egba Government Gazette, No. 2, of 1904).

"1. That Houses and Lands in Abeokuta territory cannot be sold or mortgaged to anyone not a native thereof.

"2. That no private individual may lease houses and lands to any not a native of the country without the sanction of the Alake, on behalf of himself and Council, and that all leases, to be deemed legal, must bear the endorsement of the Alake on behalf of himself and Council.

"3. That all applications for leases or for the sanction of the Alake to a lease, on the part of foreigners, must be made through the Government Secretary."

This law, while it has helped to preserve the land of the people for the people and amongst the people, has also helped to warn and guide all foreigners in their commercial transactions with the Egbas. Egba lands are, therefore, to-day, as in times immemorial, owned by and preserved for Egbas only.

Rural.—In the family forest, or uncultivated lands, any portion that has been taken up by a member of the family, in order that the right of absolute individual possession may be acquired, such portion (or some part of it) must have been cleared and the trees felled. This having been done, his individual right is respected by the other members of the family, and, apart from the ordinary catch crops, he can plant kola, cocoa, coffee, and other economic trees without any interference or claim of joint ownership from the other members. He has absolute right of alienation, temporary or final, over such portion. But he is prohibited from alienating out of the community, *i.e.*, he cannot sell or pledge to anyone not a member of the Egba community. The moment he does that, any member of the family can, by an action at law, reclaim from the stranger and re-enter the family property thus irregularly alienated.

Sale.—It should be explained that this form of final alienation was originally unknown to native customary law, lands being in olden times regarded as of not much monetary value, and the natural feeling for an increase of tribal population to ensure the security of the community by force of numbers against hostile attacks from without made large influxes into the community welcome. All that was then done was to give a return present (however small) for lands given, in order to ensure that the land thus alienated was finally alienated. This practice is of comparatively modern growth, and can be traced as far back as only 40 or 50 years ago.

Lease.—This is a form of temporary alienation utterly unknown to native customary law, and is distinctly an importation of European civilisation and the product of intercourse with the Europeans. So far as I know, the very first lease known in the country is that between the authorities of Abeokuta and the Lagos Government in the year 1899. In the year 1902, on the completion of the branch railway line from Aro to Ibara, European merchants approached the Egba authorities for lands to establish trading factories. As, by the land law of the Egbas, a foreigner cannot own land in Egbaland and, by the treaty of friendship and commerce between the Egba authorities and the Lagos Government of 1893, no obstacle was to be placed in the way of European merchants desiring to trade in the country, the Alake encouraged his people to lease lands to these merchants for trading purposes. The stress of civilisation and commerce, and the desire to keep its treaty obligations with the British Government, have thus forced the hands of the Egbas to yield to leases of their lands to foreigners, but for trading purposes only. Native feeling, however, and native customary law are averse to lease of lands to foreigners for the acquisition of surface rights or for agricultural purposes.

(c) Native feeling is not in favour of the extension of the rights of alienation of individual ownership being extended beyond the circle of the community, and with regard to the newly imported temporary form of alienation known as lease, so averse is it to an extension that native feeling is not in favour of long leases, and is absolutely averse to this form of alienation being extended to rural lands.

(d) The king, chief, or other recognised head of the community has no control over the land in the community over which he rules. He is the head of the people and not the owner or trustee of their lands. His sovereignty or chieftaincy is not territorial. Tribal, family, and individual ownership of lands are fully recognised by him. To illustrate by a very simple instance—one of the farm lands owned by the Alake, and situate in the village of Kutan, was given to him by one of his own subordinate chiefs—the Oluwo of Ijemo.

Lands acquired by the Native Government.—Wherever lands are required for public purposes, such as the extension of a market area, erection of public buildings, &c., the King in Council approaches the families owning the different lands required through the chiefs of the respective townships in which the families reside, and compensation is paid by the Government to the different owners. There are a few instances, however, in which the claim for compensation

is not pressed, especially when the land required is not regarded as valuable, or the purposes for which it is so required are regarded as of common and universal benefit.

Lands required on lease by the Lagos Government.—In this case, the principle is well understood that all such negotiations must be between Government and Government. All such applications are made by the one Government to the other. The native Government then first acquire, on payment of compensation, from the owners, and then lease the land so acquired and required to the Lagos Government. Here, again, there are instances in which the claim for compensation is not pressed by the family or individual owners, especially where the land so required comprises a long stretch of land, or a large area made up of small strips belonging to a very large number of owners, and where the owners feel that not much loss is entailed to them owing to the very small portions of their respective lands required, and where they also feel that the purposes for which the lands are required are for common and universal benefit. In such instances the owners are generally content with compensation for their crops destroyed.

Lands Registration Order in Council.—This important piece of legislation, which will make very clear the land laws of the country, and so help to a large extent to prevent the endless land disputes and litigation with which the courts are now congested will, it is hoped, come into operation on 1st January 1913. The drafting, which is being most carefully done, is now in progress.

A. EDUN,

Egba Government Secretary,

Associate Judge of the Mixed Court and

Associate Judge of the Native Court of Appeal,

The Secretariat,

Ake, Abeokuta,

October 31st, 1912.

Enclosure 2 in No. 64.

MEMORANDUM ON LAND TENURE QUESTION IN
EGBALAND.

(a) The fundamental law of land tenure in the Yoruba nations has its origin as far back as to time when God has created them. There were three brothers—the Alaketu, the Oloyo, and the Alake, the youngest of the three; these three were created and made kings, the Alaketu as king of Ketu was given his own share of land, Ketu being its capital; the Oloyo as king of Oyo, or the Yoruba proper, with Oyo, now shifted to the present Oyo, as the capital of his own territory; the Alake was given the Igbo-Egba or Egba Forest, with the Orile-Ake as capital, now shifted to Abeokuta. There is to this day the line of boundary between the Oyo land, Egba land, and the Egba territory has its demarcation from Ketu land. From this time immemorial the Alake, who is the chief king of the Egbas, became king of the people in Egbaland.

Egba kingdom consists of four different provinces—the Egba Alake, Egba Oshile, Egba Agura, and Egba Olowu, each of these with their crown kings with their territorial divisions of land. These four provinces are again subdivided into townships, as Ake, Ijumu, Kemta, Ipore, &c. in the Egba Alake province; Oko, Ikija, Ikereku, Ijumu, &c. in the Oshile province; Ido, Ika, &c. in the Egba Agura province; and Apomu, &c. in the Owu province; each of these townships has its rightful division of land, which other townships have no right to interfere with.

In all townships every family connected with any township has its division of land, and the land thus allotted to the one family is built into a compound and regarded as the common property of the whole family, with one as the head of that particular compound. This family landed property is now shared among the individuals of the family; this individual share is what goes on from one generation of the individual to generations.

Neither the kings of these provinces nor the paramount chief of all, who is the Alake of Egbas, have any right to use or take, or to alienate, any of these lands, or to exercise any authority on any land save that which belongs to his father, or that which is a property

of the kingdom which he can only exercise authority on when in council of his chiefs.

(b) Individual ownership of land indeed involves absolute right of possession and alienation, as it is said above. Compound or family allotment of land is subdivided and allotted to each individual has absolute right of possession on his land; he can alienate to people of Egba descent and who are not in any way connected by blood to his or her own line of family, either by sale or by gift when a return present in any form or shape would be given. In this way the land would be for ever severed and alienated from the original family, and would become property of the other and heritage to the latter's children. This is in accordance to native law and custom—the king or bale in this transaction has no status to give sanction or power to nullify—any individual has full right to part away with his land to natives of Egba blood without even consulting or informing the King, but may from mere policy inform the head of his family.

Pawning.—Land pawning system is known among us, and it is as ancient as we prove, there is no limited time for pawning; it may be for any number of years, but all the same it is not alienated, and a land pawned is redeemable by the pawnee. The life-trees, as palm trees, kola and bitter kola trees, and cocoa trees are to be reaped by the pawnee, but the pawnee is not according to our law and custom allowed to make plantation of life-trees on such land.

Lease.—This system was not known among us till of late years when the British influence is overshadowing us, this system is foreign.

Inheritance.—If an individual dies, his landed property, either urban or rural, becomes property of his children, male or female, and if without issue, the right of inheritance then falls on the nearest kinsman or kinswoman. And if a stranger, though of African descent, had been granted land to build, he or she only occupies, and has no right of ownership as he or she cannot sell or alienate. If the stranger dies his issue or issues will continue in occupation; all the same they cannot alienate.

(d) In rural lands, such individual occupies by inheritance the right of ownership of his or late fathers, the head or chiefs of the community or family have no right to give, grant, or license to the individual over the property of his father, who was a member of the family; the head of chiefs, as it may be, having his own heritage through his own father; no chief or head has power to give or to revoke grant or license.

If an entire stranger comes in, and asks for the use of rural land for cultivation and is not connected with the family, this stranger will be granted the use of the land for cultivation only, but the palm trees and other life trees he is not to touch, but he is not bound to rent in any form or shape to the land owner, as by the cultivation the life-trees are being kept in healthy state.

(e) In this country the individual collecting and cultivating produce for export never for any reason to pay rent or any due to the heads of the community, as really in fact there is no rural land in this country belonging to the chiefs or kings. The kings or chiefs deriving their own farm lands from their ancestors—and therefore they hold that control—and the individual has his or her ancestral rural lands, and the control rests solely in each individual. In this country no rent or dues is paid to our king from the proceeds of our ancestral rural lands. This is also applicable in the case of those raisers of food stuffs for internal consumption, and also those collectors of palm nuts and palm wine manufacturers.

A. B. GREEN,

President, Native Court,

Abeokuta, October 29th, 1912.

Egbaland.

Enclosure 3 in No. 64.

Adila of Erunwon, Head of Ogbonis, or civil chiefs of
Egbaland.

In Egbaland the Government is divided into four parts, but they do not, as a Government, own any land. All land is owned by individuals. The Alake has no right on my own father's land. This law is exactly

the same in urban and rural land. If I own land as the property of my father, I can sell it to another native of Egbaland but not to a foreigner. In the case of leasing land I can lease to a foreigner; no limit is set to the period for which I can lease to a foreigner. I can lease to a foreigner for a thousand years if I wish. There is an Egba Order in Council passed in 1904 prohibiting and avoiding sales to foreigners. I think it would be a good thing if some limit could be fixed to the period for which land could be leased to another man.

As to sale, an individual owner has an absolute unrestricted power of sale to another Egba. It would be very difficult to put any workable restriction on this power of sale, though I admit it may work hardships at times.

Besides absolute individual ownership there is family ownership of land in Egbaland. For instance, a father who has two children and owns a farm; after his death, unless a family elder has divided the land between the two children, the land is the joint or family property of the two children and they cannot sell. If one child dies childless the land becomes the individual property of the surviving child, but if one child dies leaving issue, such issue takes his place and jointly own the land with the surviving child. If a man dies without issue and without any known relative his land becomes the property of his town or village. Such land cannot be sold, and it is looked after by the elders of the town. The land is public and can be worked by anyone in the town or village, inasmuch as they can take and sell the natural produce of such land, but they cannot till or cultivate it. Nobody can cultivate such land.

The chiefs and elders have no other power of control over land. If a man owns land he can plant anything he likes, either for internal consumption, such as yams, &c., or for export, as cocoa, rubber, &c. He needs no leave or licence from anyone.

Any of my subjects in Erunwon can sell or lease or grow any crops he likes without consulting me.

No chief or tribal or village headman is in receipt of any revenue, either monetary or in kind, from the usage of land in his district or village. During any tribal festival or fetish contributions to the chief or headman for such festival or fetish are quite voluntary. They are absolutely presents, and there is no power of compulsion. As to pawning farm land, which is legal either to an Egba or to a foreigner, no trees can be planted by the pawnee, such as kola, banana, cocoa or rubber, or palms. They can make use of land in condition in which it is pawned, but as soon as the amount of the pawn is repaid the farm reverts to the pawner. Urban land cannot be pawned. The amount of the pawn has to be repaid exactly without interest.

The pawnee can pawn during the continuance of his tenancy, but as soon as the original pawn is repaid the land reverts to the original owner, and the second pawnee has no security for his amount advanced.

This evidence was read over by me, the Adila of Erunwon, who acknowledged it to be correct.

17 Oct. 1912.

A. D. ATHOLL MACGREGOR,
Assistant District Commissioner.

Witness:

D. OLADIPO SOWANDE,
Registrar, Mixed Court.

Enclosure 4 in No. 64.

Samuel John Peters, one of the largest native traders in Egbaland.

I have heard everything the Adila of Erunwon has said, and I agree with it all. I have been buying land from individual Egba owner since 1874, and I have bought now twenty pieces of land. The owner had not to consult anybody before selling to me. I have also got a few pieces of land through pawning. I still have these pieces of land, but whenever the original owner pays me back he takes his land back. He can repay at any time, even fifty years afterwards. If a pawnee dies his family can repay and get the land. The house I am living in now was presented to me in 1859, and I only gave two bottles of rum for it, costing 30 strings of cowries each. At that time it was customary to make presents of land if people wanted someone to live near them. The custom about sales to foreigners was exactly the same before the passing of the Order in Council in 1904. There is an old custom that if a man has a son and a daughter who marries a man who is not a member of the family, her children (but not her husband) can work the father's farm, but the son's children can send them away at any time, for they must go to their father's farm. A married woman can have individual property in land and she can have family property, and her land as well as her husband's land descend to her children.

This evidence was read over to Samuel John Peters who acknowledged it to be correct.

17 Oct. 1912.

A. D. ATHOLL MACGREGOR,
Assistant District Commissioner.

Witness:

D. OLADIPO SOWANDE,
Registrar, Mixed Court.

Enclosure 5 in No. 64.

Alufa Abudulai, Mohammedan trader in Erunbe.

I have heard the evidence of the Adila and Mr. Peters, and I agree with it all. We have here a Mohammedan, a Christian, and a Pagan, and the land customs are exactly the same for all of us. I have nothing to add to what they have said. There is a custom about property in a compound, sometimes consisting of several different families. If anyone dies in that compound the headman in the compound has no right to his land, but only the family of the deceased. An owner of land cannot alienate his land from his children or his family except by sale to another Egba. The custom of not selling except to another Egba is an immemorial one.

This evidence was read over to Alufa Abudulai, who acknowledged it to be correct.

17 Oct. 1912.

A. D. ATHOLL MACGREGOR,
Assistant District Commissioner.

A. D. ATHOLL MACGREGOR,
Assistant District Commissioner.

Witness:

D. OLADIPO SOWANDE,
Registrar, Mixed Court.

No. 65.

SOUTHERN NIGERIA.

6487.

The GOVERNOR to the SECRETARY OF STATE.

(Received 24th February 1913.)

(No. 46.)

Government House,
Lagos, Southern Nigeria,
4th February 1913.

SIR,

I HAVE the honour to forward an extract from a report which I have received from the Acting Resident, Ibadan, on the subject of the registration of lands granted to aliens at Ibadan. I think the

extract may be of interest to the West African Lands Committee.

2. I would observe that it is the tendency in these independent States, which have been encouraged for years to believe that they can do precisely what they like, and that His Majesty's Government has no right to interfere, to accept the advice of interested parties to

whom they may be under private obligation rather than that of officers whose advice is in accordance with the considered policy of the Government, and aims at securing the interest of the natives.

I have, &c.

A. G. BOYLE,

Deputy Governor.

(By order of the Governor.)

Enclosure in No. 65.

EXTRACT FROM A REPORT FROM ACTING RESIDENT,
IBADAN, TO COLONIAL SECRETARY, DATED 25TH
NOVEMBER 1912.

SIR,

3. In a dispute over certain lands at Iddo Gate I advised Council to pass a rule compelling all aliens to register their lands, and so prevent the jumping and secret sales of land. Council seemed pleased with the idea, but asked time to consult the people. Mr. Showenno Coker, a rich Egba trader living at Ibadan to whom many chiefs and people are indebted, advised the chiefs not to accept the rule, saying that after registration of aliens' lands, native lands would soon be brought under the same rule, so that the Bale asked me not to press the matter.

4. Large areas of land in Ibadan are occupied by aliens, who buy and sell it unbeknown very often to the grantors, and new plots are being almost daily secured unbeknown to the authorities, and I venture to suggest that the question of registration of lands granted to aliens in Ibadan should be seriously considered.

5. The greater portion of the alien quarter comes under the Towns Police Ordinance, and there are many plots said to belong to people in Lagos which are insanitary, and the medical officer has great difficulty in tracing the owners.

6. In the area mentioned in paragraph 3 I have instructed all the claimants to mark out their boundaries, so that I may see and finally settle the disputes, and they are pleased to do it. I wish it were possible to have a cadastral survey of the whole of the alien quarter.

7. No Europeans are allowed to acquire land without an approved lease and survey, and yet others, who are just as much aliens in native law, can acquire land without the cognisance of any authority and often of the real landlord. I would ask that the matter be brought to the notice of His Excellency the Governor.

I have, &c.

W. A. ROSS,

Acting Resident.

No. 66.

8147.

SOUTHERN NIGERIA.

THE GOVERNOR to the SECRETARY OF STATE.

(Received 10th March 1913.)

(No. 81.)

Government House,
Lagos, Southern Nigeria,

Afikpo.—Area, 1,175 square miles. Population
182,000.

SIR,

19th February 1913.

In continuation of my despatch of the 30th November last,* I have the honour to transmit copies of reports on ten [? twelve] districts of the Protectorate, together with the following summary compiled by Mr. A. D. A. MacGregor, Assistant District Commissioner, at present officiating in the Colonial Secretary's Office. These districts may be arranged in three groups:—

(1) *Uvwanna District*.

Individual ownership with absolute right of alienation is recognised. Heads of communities exercise no control over the usage of land. Heads of communities receive no revenue from land either for personal or for tribal use.

First. Western Province, in which Yoruba is the predominant language.

Ondo.—Area, 3,121 square miles. Population, 165,000. The evidence available is in the form of two sets of answers to the nine questions put in a minute† for circulation, a copy of which is attached.

(2) *Afikpo District*.

An individual can have a limited right of possession, but land cannot pass to any person not a member of his family. Land can be pawned, but cannot be sold. Heads of communities have no control over land; all control rests with the heads of families. Chiefs receive no tribute or revenue from land.

The substance of the answers given is to the effect that in Ondo District there is individual ownership, and state control would not assist the owners. The inhabitants are content under the present system and averse to any change, and are strongly opposed to any form of tax on lands.

Bende.—Area, 1,045 square miles. Population, 350,000. Heads of communities exercise no control over the usage of land. The owner of rural land can make any use of it that he chooses. In rural land individual ownership with absolute right of alienation is recognised. Urban land cannot be sold, but may be lent free of rent or charge to an applicant approved by chief of compound.

Second. Those districts of the Eastern Province in which Ibo is the predominant language.

Abokiliki.—Area, 1,736 square miles. Population, 400,000. The head chief for land holds all the tribal lands in trust for the people. Absolute individual ownership with power of alienation is quite unknown. There is no payment to head chief or sub-chiefs, but every year there is a system of presents to chief and sub-chiefs. Land is licensed to individuals for so long as they and their descendants use it to the best advantage.

Orlu.—Sub-district of Okigwi, of which the area is 1,168 square miles, and the population 157,000. In each village the land is the property of the head chief who allocates to individuals, who thus acquire a limited individual ownership. Such individuals may let the land to anyone for a year, but cannot sell.

The Ezza and Ezzi chiefs, in answer to the questions in the minute above referred to, expressed their willingness to accept State control, and the imposition of a light tax on land.

Aba.—Area, 827 square miles. Population, 158,000. The head chief of each compound owns the land, but he cannot sell, pawn, or alienate without the consent of all the members of the compound. If a chief received such permission to alienate, the money so received would be his private property, and not the property of the compound.

Ikom.—Area, 1,742 square miles. Population, 68,000. Land descends from father to son, but no owner of land can sell it.

When land is thus bought from a compound the vendee has absolute individual ownership.

State control would amply secure the title of owners of land.

Third. Those districts of the Eastern Province in which Efik and its cognate Ibibio are the predominant languages.

Calabar.—Area, 1,173 square miles. Population, 58,000.

* No. 59.

† Not printed.

REVEREND MR. WILKIE'S EVIDENCE.

The fundamental Efik law of land tenure is communal. An Efik may, however, buy land from a non-Efik, and may sell such land during his lifetime, and on his death it passes to his children as property in common, and they can only sell if all agree.

With this exception individual ownership of land is not recognised; individuals possess nothing but a right of user. Land is held by the chiefs in trust for the families.

MR. R. HARGROVE'S EVIDENCE.

Each family owns its own land. There is no individual ownership of urban land, but such ownership is recognised in rural land, which can be sold or otherwise alienated.

Among the Kwass there is family ownership. The chief allots portions of this land, and gets no rent, but gets the chief part of the sacrifice at the yam harvest. A man can sell land if the other chiefs agree.

EVIDENCE OF MR. C. P. GROVES.

Among the Oron people land is owned by the head of the house as trustee for the house; as head, he has an absolute right of possession and alienation. On the death of the head of a house his land is subdivided among his sons, who in turn become heads of houses.

Opobo.—Area, 959 square miles. Population, 199,000.

EVIDENCE OF MR. R. HARGROVE.

Both the Opobos and the Kwass recognise individual ownership in rural land. Owners have an absolute right of alienation. The Opobos recognise the same rights in urban land, but the Kwass do not allow the sale of town land.

Eket.—Area, 711 square miles. Population, 184,000.

The land is owned by houses, by whom it is apportioned among the members of the house. Land cannot be sold except by consent of a large majority of the members of the house publicly expressed. The head of a house *quā* head has no more power with regard to land than any other member.

Ikot-Ekpene.—Area, 455 square miles. Population, 199,000.

Land is owned by the house and for the house. No land can be sold except with the sanction of all the members of the house.

Uyo.—Area, 507 square miles. Population, 156,000.

All land is owned by individuals, except markets, which are owned in common. The owner has an absolute right of alienation without obtaining permission from anyone. On the death of an owner the land is dealt with according to the laws relating to inheritance, which are set out in full in the report.

I have, &c.

F. D. LUGARD,

Governor.

Enclosure in No. 66.

SCHEDULE.

Eastern Province:—

Abakaliki	-	Evidence of Mr. N. C. Duncan.
Afikpo	-	Evidence of Mr. C. C. Pyke and Reverend E. Macleacklan.
Bendi	-	Evidence of Mr. H. R. H. Crawford.
Orlu	-	Evidence of Mr. F. H. Ingles.
Aba	-	Evidence of Captain H. S. Burrough.
Calabar	-	Evidence of Reverend A. W. Wilkie, Mr. C. P. Groves and Mr. R. Hargrove.
Eket	-	Evidence of Mr. P. A. Talbot.
Eket	-	Evidence of Reverend S. B. Bill.
Ikot-Ekpene	-	Evidence of Miss M. M. Slessor.
Uyo	-	Evidence of Captain W. Ross-Brown.

EVIDENCE OF MR. N. C. DUNCAN.

Abakaliki, Eastern Province,

Southern Nigeria,

September 29th, 1912.

SIR,

IN your letter dated 17th September, 1912, you call for information on the system of native land tenure existing in this portion of the Protectorate.

2. I have already forwarded to the Honourable Colonial Secretary, Lagos, under cover of my letter dated London, January 1st, 1912 (in reply to his letter of November 23rd, 1911), the information called for.

3. The rules of native land tenure in those portions of the Protectorate with which I am most acquainted are, to all intents and purposes, the same as those so clearly explained in M. Maurice Delafesse's pamphlet on the subject.

4. The head chief (for land), who is locally known as the Ishiali, holds the whole of the tribal lands in trust for his people, and apports it to his sub-chiefs in such manner as he considers most beneficial to the general community.

He is purely and simply a trustee; such a thing as absolute ownership of land, with power of alienation, is quite unknown in any district where I have been stationed, and I believe that I am right in saying that not only in this Protectorate, or even in West Africa, but throughout the whole of Africa, this same law prevails where the people remain in their primitive condition.

Unfortunately, certain natives who have first come into touch with Europeans have, for their own ends, misrepresented native law and custom to the court, and thereby obtained "illegally" "legal" title to lands which, according to native law, are the property of the community, and have, in fact, sold lands to which they really have no title at all. The native penalty for this offence is death, and I have no doubt that a great many of our small wars might have been avoided had native custom been more carefully studied.

5. In like manner as the Ishiali of the tribe apports land to his sub-chiefs, so do the sub-chiefs redistribute the land to heads of thousands, the heads of thousands redistribute it once more to heads of hundreds, and the heads of hundreds redistribute it to heads of families. There is no payment for land either to the Ishiali or to the sub-chiefs and minor sub-chiefs, but there is, and I think this most important, an acknowledgment of feudal tenure. Once a year all the sub-chiefs visit the Ishiali, bringing with them the first fruits of the soil, goats, fowls, yams, and oil. The Ishiali does not keep this himself, but uses the material for giving a colossal banquet to his sub-chiefs and their retainers.

Similarly, the sub-chiefs receive "dashes" once a year from their immediate feudal tenants, and provide them with a banquet on a smaller scale.

In the cannibal countries, such as Abak and parts of Owerri, a human being is amongst the contribution. Now, it may have been noticed that the great majority of apparently objectless murders take place between the months of September and November.

This, the spring of the year, is the period during which these feasts take place, and during this period it was, and is, in some countries, most unsafe for strangers to travel, for even in non-cannibal countries the presence of strangers is greatly resented during the offering of the first fruits. As evidence to corroborate my foregoing statement (my excuse for bringing in this somewhat impertinent matter is paragraph 6 of your letter) I quote:—

(i) The murders of Calabar traders in Ekpafia (Ahoada), leading to the Ekpafia punitive expedition, October 1904;

(ii) The murder of Doctor Stewart, November 1905.

(iii) Captain Smith's death, November 1907, Ngbo Abakaliki; and

(iv) I think I am right in saying that of Mr. Crewe Read's murder during the above-mentioned months in 1906.

6. To return to the main subject of this paper, once more apologising for the above diversion, should a sub-chief fail through inefficiency or laziness to employ the land entrusted to him to the best advantage of the people, he is brought before the Ishiali and deposed,

and the most efficient of his family is appointed in his place; such an occurrence is, however, extremely rare.

Once the Ishiali, sub-chief, or minor chief has apportioned land, the lessee retains the land, and at his death the land passes to his next of kin, and is held in perpetuity by his descendants so long as they farm the land to the best advantage.

7. The position of Ishiali is in this district (Abakali) hereditary; he is descended from Ezza-Ezzi-Akuna, the founder of the tribe. The laws of the country have been handed down from father to son for, so far as I can gather, about five hundred years and, no doubt, in other parts of Africa have been handed down for much longer periods. Is it surprising, then, that the natives should be slow to accept the laws of the white man, of whom their forefather never prophesied and whose departure they expect at any time.

As with our ancestors, the Anglo-Saxons, the Ishiali is not necessarily the eldest son, but is the fittest of the children of the predecessor, and is "king" in the true Anglo-Saxon meaning of the word.

8. Throughout the history of the country there is a most striking and interesting analogy between native and Anglo-Saxon custom. As I before stated, the decentralisation of land-holding is divided from Ishiali (corresponding to the Anglo-Saxon earl) to heads of thousands to heads of hundreds to heads of families, and the holding of land carries with it *ipso facto* judicial powers in like proportion.

The obvious argument, therefore, is that if we are to make the natives realise that we hold supreme judicial powers, we must make them acknowledge us as feudal lords of the land, and render to us the same tribute that they pay to the Ishiali; such tribute not to be paid into revenue, but to be used for the purpose of entertaining the Ishiali and his sub-chiefs in the same manner in which he now entertains his sub-chiefs and their retainers. The above sub-paragraph refers to Ezza and Ezzi custom, but I believe, more or less, the same system obtains in most districts. In the Obibio country the tribute, so far as I could gather during the short time I was there, then consisted of one pot of palm wine only, but this sign or token of headship was rigorously insisted on, and numerous actions came before me in which Obibio boys, egged on by Opobo traders, to whose interest it was to break the power of the native chief, refused to recognise the headship of their chief by refraining from contributing this wine. The object of the Opobo trader was to pay the boy or sub-chief a small dash of gin to farm his land, and afterwards to claim title to the land in the Supreme Court, where he would see that native custom was misrepresented, on the grounds that he had purchased the freehold.

9. Above are given the fundamental laws of land tenure. It will be seen that absolute right of possession and alienation, whether temporary or final, is not recognised by native law, although in the coast towns and along the banks of the great rivers native law has unfortunately been abused, owing to the misrepresentations of native traders and so called chiefs in the native courts, the majority of whom, I think, it would be found on investigation were not chiefs at all, or anyhow were not land chiefs.

10. The reply to your paragraph 2 is that such ownership is not recognized, would meet with the greatest opposition, and that the consequences of its extension would be disastrous to native social institutions.

11. I have already replied to your paragraph 3. The Ishiali licenses land to individuals for such period as they and their descendants use it to the best advantage. I have also explained the relationship between Ishiali and licensee and to what use the tribute is put.

12. Strangers in small numbers are sometimes allowed to farm small pieces of land by permission of the Ishiali, but are liable to be removed without notice should their conduct be detrimental to the morals of the tribe; as an instance, the Ezzis are now getting rid of the Aros as quickly as possible as they find that they are teaching the boys to steal and that their women are bringing disease into the country. There is no payment made by strangers for such a settle-

ment. But if they are turned out for misbehaviour the yams, &c., which they have planted are retained by the natives of the compound where they were settled as compensation for thefts they have made, and for the moral damage they have done to the community.

13. I have explained your paragraph 8 to the chiefs and [they] are most willing to give every information and anxious for the Government to frame laws coinciding as far as possible with their own.

14. The above report is in the main the same as that sent direct to the Colonial Secretary.

I have, &c.

N. C. DUNCAN,
Assistant District Commissioner.

The Honourable
Provincial Commissioner,
Eastern Province, Calabar.

District Commissioner's Office,
Afikpo, November 11th, 1912.

SIR,

I HAVE the honour to acknowledge receipt of your letter with reference to the information required by the West African Lands Committee. I called a meeting of the head chiefs of the following towns—Ediba, Itigidi, Afikpo, and Owutu Edda—all representative towns in the district, the two former being waterside trading towns and the two latter towns inland away from the river and divided up into large compounds, covering large areas of urban and rural lands.

The following questions were put to the chiefs:—

1. Is there any individual ownership of land urban and rural?
2. Can the occupier of land (A) pawn it, or (B) sell it?
3. Is there a distinction between urban and rural land?
4. Does native feeling favour extension or alteration of the present native law and custom?
5. Do heads of communities exercise control over use of land in urban or rural?
6. On the death of the owner or user of the land to whom does it revert?
7. Do the heads of communities receive revenue or tribute of any description for personal or tribal use?
8. Does the cultivator of produce pay rent or part proceeds of the sale, and if so, to whom?
9. Ditto as above, if the land is used for raising food-stuffs?

The answers to questions 1 and 2 are taken together. An individual can have right of possession, inasmuch as the land can be used for any purpose whatsoever by the occupier or person possessing it, but it only belongs to that person while it is in his or her possession, and can in no way pass to the possession of other persons, outside the family. The land cannot be sold but it can be mortgaged or "pawned," as they call it.

Question 3. There is no distinction between urban and rural lands.

Question 4. Native feeling does not favour any extension or alteration to the existing native law and custom relating to lands.

Question 5. Heads of communities have no control over land, it being entirely in the hands of the head of the family. The head chief of Afikpo, Obia-Ibi, describes the native law as follows:—Farm land is classified as compound land, family land, and individual land.

Afikpo is divided up into many large compounds. Each compound has a large area of land, divided by boundaries from other compound land. This compound land is divided into family land, under the control of the head of the family. On the family land may be

land owned by an individual. The head chief has no control whatever over any land except his own family land. That this is a recognised native law is shown by the evidence of Igoni-Igri, the head chief of Ediba, a large waterside town. This chief says: "In the past when our people came from another country, and settled at Ediba, the heads of the families chose their portion of land and divided it up among their families. To-day, the head of the family controls that land."

These customs apparently apply to farm and town lands.

Question 6. The chief of Afikpo states that the first-born son is the heir to the land, and that no one else has a right to it during his lifetime. At his death the land will revert to his uncle on his father's side. This applies to town and farm lands. Other chiefs who were present agreed that this was the general custom among the native tribes of Afikpo district.

Chief Aja, of Itigidi, stated that their custom is that the land goes to the first-born male, and passes on from son to son. If there is no son the land then becomes family land. This is also the custom at Ediba.

The people at Itigidi and Ediba are settlers from other countries, and appear to have brought their customs with them, but the customs of Afikpo seem to be general for the district.

Question 7. In no case does the head chief receive tribute of any description from the owners of land. This answer applies to questions 8 and 9. There is a custom common to all the tribes of the chief receiving small contributions of palm wine. A pot is placed on the road leading into the town from the farms, and the people returning in the evenings pour into it a small portion of palm wine if they have collected any that day. It is not compulsory, but merely an old established custom.

There were many chiefs present at the meeting, and one and all corroborated the opinion of the chiefs from the towns mentioned above.

The fundamental law of land tenure in this district would appear to be that—

- (a) There is no individual ownership.
- (b) An occupier of land cannot dispose of it.
- (c) There is no distinction between rural and urban land.
- (d) The people do not wish for any alteration in their own native law and custom.
- (e) Land is in the hands of a family, and under the control of the head of that family only.
- (f) Except in the cases of the towns of Itigidi and Ediba, the people of which are settlers in the district, land both rural and urban reverts to the father's brother on the death of the first-born son.
- (g) The head chief receives no tribute of any sort by right, for produce of foodstuffs raised on the land.

I may add that all these customs quoted above are met with in all the native courts where any dispute occurs in questions of ownership of palm trees, farm boundaries, and cases of debt on a case of mortgage of the land in this district.

At Obubra and Ikom districts, where I have held the appointment of District Commissioner, I have found the same customs prevail. I quote these other districts because in paragraph 7 of your letter you ask for a report concerning the Cross River natives.

I shall be glad to supply any further information on the subject, but I think the above is the general principle. I have to thank Mr. Cobham, clerk to the native council at Afikpo, for his assistance. He has had many years' experience of the Cross River native.

I have, &c.

CYRIL C. PYKE,
District Commissioner,
Afikpo.

The Honourable
Provincial Commissioner,
Eastern Province.

Unwana, Afikpo District,
S. Nigeria.

16th October 1912.

DEAR SIR,

In reply to your favour dated 25th September, requesting information for the use of the West African Lands Committee; in the absence of Reverend W. A. J. Gardiner, I have received some information from the head chief regarding the law of land tenure in the Unwana district, on the questions asked, which is as follows:—

- (i) The fundamental law of tenure is hereditary and purchased.
- (ii) Individual ownership with absolute right of possession and alienation, temporary or final, is recognised by the native law. There is one law for urban and rural land.

2. Native feeling is favourable to this form of ownership.

3. It is not the custom for heads of native communities to exercise control over usage of land.

On the death of the owner, his land is divided between his family and his children. The brothers and sisters, sons and daughters, each receive a share according to position; e.g., the eldest son receives a larger portion than the younger.

4. No relation exists between the cultivator or user and the head of the community.

5. The heads of communities receive no land revenues for personal or tribal use. The cultivator of produce or collector of palm nuts pays no rent on sales.

I trust the foregoing information will serve your purpose.

I am, &c.

E. MACLACKLAN.

District Commissioner's Office,

Bende, 5th October, 1912.

SIR,

I HAVE the honour to acknowledge the receipt of your letter, dated 17th September 1912, re fundamental law of tenure, &c., in connection with land in the Bende district, and to submit the following information:—

- (1) There is practically no native law controlling sale or tenure of land in the Bende district.
- (2) Individual ownership with absolute right of possession and alienation, temporary or final, is recognised by native law and custom with regard to rural land.

2. Reference your paragraph 2 of above quoted letter:—

Native feeling is absolutely indifferent as regards the extension of ownership. They do not anticipate any serious consequences of such extension, or that it will affect any native social institutions.

3. *Re* your paragraph 3. Heads of native communities exercise no control over usage of land. No licences are issued. The owner of rural land can use it for any purpose he likes, either for export or internal trade without reference to anybody. Urban land is never sold but is *lent free of charge* to anybody who applies for it, provided the chief of the compound agrees (custom does not allow any charge to be made) on the understanding that at any time the owner can give the occupier notice to quit. All land reverts to the next of kin (male line) of the owner (never to a female).

4. There is no relation between cultivator or user and the head of the community.

5. No revenue of any kind is ever paid to the head of the community or anybody else. If the land is hired to the cultivator of produce for export or otherwise he pays rent to the owner, not part proceeds of sale.

6. The price of land varies considerably. In some parts of the district, where land is plentiful, swampy land is sold for 15s. an acre and 7s. an acre for land on high ground.

In some parts where land is scarce it costs as much as 4l. an acre. The rent for hire varies in the same proportion; from 3s. to 20s. an acre.

Land is only hired for one season and then only ordinary farm produce may be planted.

7. The principal reason why urban land is not sold is:—

- (i) When a man dies he is buried inside his house and
- (ii) (according to his station in life) quantities of brass and copper rods are buried with him to pay for his "chop" in the next world. In the old days, when a chief died a portion of his slaves and his slave wives were buried alive with him, so that in the next world he would have people to work for him. The crime of digging up one's ancestors was punishable by death, and any man who sells urban land is driven out of his town.

8. In parts of the district where land is plentiful the natives allow it to lie fallow for five or six years. In other parts it is top-dressed with town refuse and used year after year.

The person who hires land can use it for any purpose he likes. He is in no way restricted by the owner or head of community.

9. Reference your paragraph 8. I have clearly explained to all witnesses the objects and reasons of this inquiry, which they appeared to understand.

I have, &c.

H. R. H. CRAWFORD,

Acting District Commissioner.

The Honourable

The Provincial Commissioner,

Eastern Province,

Calabar.

ORLU DISTRICT, EASTERN PROVINCE, SOUTHERN NIGERIA.

Report on Land Tenure.

The fundamental law of tenure seems to be the same in each town and village in the district, namely:—The land of each town is absolutely separate from that of the neighbouring town, and the land of each village (compound) in a town is quite separate from that of its neighbour, but in each village the land is nominally the property of the head chief of that village, who allocates a plot of land to a man or to a family for, usually, one year, and for this period the land is entirely the property of the temporary owner though no rent is paid to the head chief. This now brings us to the question of individual ownership.

The individual to whom the land has been granted by a compound chief has certain rights of temporary ownership, namely—He may farm it himself, or he may let it to an alien, or another man of his own village, or town, in which latter case the temporary owner is paid a rental, but only for the one year or native period which constitutes one year, and it frequently happens that the head chief of the village gets a small present over the transaction, but this is by no means a general custom. This is the only right he (the temporary owner) has as owner of the land and he has no power whatever to sell that plot or any portion of it.

When land is granted to a native of a village as stated *supra* there is no restriction on his doings, except that he may not sell, and on his death the land reverts to the village and is once more allotted after the relations of the dead man have been allowed to reap the crops, if any.

So far as can be gathered there is no regular custom which in any way might be termed a "land revenue," but amongst some few towns it seems to be the usual thing to give a small present to the village head chief once a year, or at certain native feasts.

There is one point on which the native is rather reticent of saying much and that is house property, the reason of his closeness being, I think, that he is

afraid of the English law, but, so far as could be gathered, it frequently happens that a village allows some aliens to come and settle in their land and build houses (a certain portion of land having been allocated to them by the village head chief and other chiefs) and a small rental is usually paid to the head chief, but in the usual easy-going way of the native this may fall out of use, should the aliens become very friendly, and then, as years pass on, nothing is paid till suddenly a rupture brings the whole matter up and the alien claims the land by right of having held it for years without having paid rent; in cases of this sort it seems that the real owner is certain of his law *re* the land adjoining the alien's house, but will say nothing about the house itself, because the alien built it, though, so far as can be understood, the village claim the house, and also a right to turn the aliens out if they do not behave. This is an extremely hard question as the vagueness of the native time and the absolute lack of a real agreement makes solution difficult.

With respect to the absolute sale of land, there is a distinctly strong antipathy to losing absolute ownership of land throughout the whole district.

F. H. INGLES,

Acting District Commissioner.

Orlu, Eastern Province,

5th November 1912.

ABA DISTRICT (Ibo Tribe):

The Law of Tenure, &c.

The head chief of each compound is called the owner of the land—but he is the owner in a very limited sense. He cannot sell, pawn, or part with any of the land without the consent of the headmen, which means the consent of the whole compound.

The chief has control over the land to the extent of dividing it up yearly for farming. (This land would have been lying fallow for five or even seven years.) He gives each family land sufficient for the seeds they have to plant.

For this the head of the family would present him with a jar of tumbo, or one or two bottles of gin, or a few yams. In addition, whenever any animal is killed for sacrificial purposes the chief would receive a share of the animal or fowl.

Also, if a wild animal (with the exception of a leopard or an eagle, which would go to the head chief of the town) is killed, the chief is entitled to a portion. Customs vary as to what particular parts of the animal should be given to the chief.

Uria is the day fixed for the people of the compound to work for the chief on his farm, or to do any other work he requires. These small presents, and the work done for the chief on Uria days, are all the chief is entitled to from the people of his compound.

If a man of the compound wants a site to build a house on, the chief would give it to him without consulting others, though, in the case of a stranger, he would have to consult his people.

The chief would receive money from a stranger, but only a small present from a member of his compound.

Attached to the building site would be a certain amount of spare land which the occupier could farm yearly.

To all intents and purposes this would be looked upon as his own land, though he could not dispose of it or pawn it without the permission of the chief. Even after removing to another site in the compound he would have the use of this land, and, if he had planted tumbo trees, &c., he would be entitled to gather the produce. In the case of a stranger ceasing to occupy the land it would revert to its original owner.

The head chief of the compound appears to hold the land in trust for the people. If he was in trouble and wished to pawn a portion of the land, a meeting of the compound people would be called. If the people agreed to the chief's proposal, he would be told that the land must be redeemed in a certain number of years.

On the chief's death his successor would be chosen from his family, generally a son—not necessarily the eldest—or a brother. The successor might be only a member of the house. If the son was a child a brother would be selected. A chief might appoint his successor, but unless the people agreed they would appoint someone else after his death.

The palm trees belong to the whole compound and, as a rule, a day is fixed when the people can go and collect the nuts. In some towns the chief has the right to gather the nuts from the trees near the compound.

There is no difference between land in the bush and land in the compound.

Other people besides the head chief own land to a certain extent.

They are bound down by the same restrictions as the head chief.

If the chief or an owner received permission to sell or pawn any land, the said chief or owner would receive the money for his own use.

When land is sold it may or may not include the palm trees. When the owner of land is not the head chief he would be succeeded by his son in the ownership of the land; if no sons, by his brother.

Individual ownership is recognised when a man buys land from a compound other than his own compound. He would then be able to do what he liked with the land, though, even when the land is sold, it is not always the custom to include the palm trees.

Such a case of individual ownership is uncommon, as after the death of the man who bought the land it would become family land, and then the successor to the original buyer would be restricted in the same way as other so-called owners of land are, *i.e.*, he would not be able to dispose of the land without the consent of the members of the family.

The people and chiefs object to the land being owned by individuals.

The latter think they would lose authority, and the former that they would not have sufficient land, as it is cultivated only every five or seven years for farming purposes.

The land is shared out between the members of the compound yearly for farming, which is practically confined to the planting of yams and cassava. No natives of the district cultivate for export, only for their own food supply and internal trade.

On certain Urin days the people collect palm nuts for the chief.

That is all he gets as regards the palm nuts.

Certain strangers (Bonny and Opobo traders) have bought land for cultivating rubber, cocoa, &c. In some cases the land and trees belong to the buyer entirely. In others there is an agreement that the natives can collect the palm nuts on the land.

H. S. BURROUGH,
Acting District Commissioner.

Aba,
31st October 1912.

UNITED FREE CHURCH OF SCOTLAND
CALABAR MISSION COUNCIL.

Calabar, West Africa,
15th November 1912.

SIR, I REGRET that pressure of work has made it impossible to reply earlier to your letter of the 25th September.

An adequate response to the enquiries instituted by the West Africa Land Commission would require some account of the social system and at least a survey of the history of the tribe. For the consideration of such reports, affecting a multitude of tribes, the Commission would probably have neither time nor inclination.

I can only give information, with any degree of knowledge, in regard to the land laws of the Efik tribe. While one law obtains throughout the tribe, I confine myself mainly to that section of Efik residing in Duke

Town ("Calabar") and in Akpa'oyo, the farm district between the Quo River and the Akwa Efe River. Having lived for eleven years amongst these people, I am more intimate with their special customs.

1. In considering the conditions of land tenure, it must be remembered that the *Efik* are comparatively recent settlers on the land now occupied by them. There is certain proof of their settlement as early as 1809.

The Efik tribe came into possession of the land partly by purchase, partly by conquest, and probably by the simple process of "squating." The original owners were the Quo and Ekoi tribe and the Efut. Efik has for long been the predominant tribe, and it is probably not possible to obtain authentic information as to the original tribal land law of the conquered tribes. They sold land to the Efik, but whether this was under compulsion or a recognised part of their own system I am not able to say.

2. All the Efik people in Calabar trace descent to "the Great Duke Ephraim Adam (Effiom Edem)," said to be the earliest of the settlers. Documentary evidence is said to be in existence showing that he was well established in Calabar by 1809.

The social system is similar to that which obtained in the Highlands of Scotland: the clan or family system. The Obon is the head of the community. Over each of the main branches of the original stock is one called the "etubom," these branches being known as "families." The families are subdivided into "houses," the head of each house is the "Ete Ufok." The terms used may be simply shown diagrammatically.

[Diagram not reproduced.]

The unit in the social system is not the individual but the family. This conception permeates the whole of social life, and has deeper implications than the relation which it bears to the tenure of land. I have felt it necessary to preface any response to the direct inquiries of the Commission with this brief statement.

(i) *The Fundamental Efik Law of Land Tenure is Communal.*

An Efik man may, however, "buy" land from one who is outside the Efik community, *e.g.*, from Quo or Efut. In the first instance such land is regarded as "personal" property, which he may freely alienate in his lifetime. On his death such land becomes the "united" property of his own children, who may alienate it if there is common consent. By the second generation the claims have become so complex that common consent is practically impossible. So far as this land is concerned a new "family" is established.

(ii) (a) *Urban Land.*

Individual ownership of urban land is not recognised. Town land was acquired for the community, and belongs to the community. It cannot be sold. It cannot be alienated. This is fundamental.

A man's children have a right to the use of urban sites, upon which his house was built. But to maintain the right they must be in a position to occupy or utilise. If the original house has fallen into disrepair, or has broken down, the children may repair or rebuild it. The "family" cannot interfere. The house itself may be occupied by them, or they may rent it to foreigners, but they have no power to sell either the house or the site. If they abandon the site or cease to occupy it, the site reverts to the family.

(b) *Farm Land.*

The distinction between farm land bought from one outside the community and farm land of inheritance from Efik forebears must be clearly recognised. Farm land bought from those outside the Efik community is regarded as "personal" property in the first instance. A man may sell absolutely such land without the consent of his family. On death, the children may do what they please with this land if they come to a common agreement, but the consent of all is required. But the condition of "common consent" makes alienation difficult, and by the second generation

practically impossible. Before the sale of any farm land proof is required that the father really *bought* the land from someone outside the community, *i.e.*, he was not using land belonging to the family or used by him as a member of the family.

Farm land inherited from the family is on the same basis as urban land. As communal property it may be used by a member of the family, but cannot be alienated or sold. By far the greater part of the Akpaboyo (farm) district is on this basis. It is now mainly "communal" property.

2. In so far as I am able to read native opinion in regard to *individual ownership*, I should say that there is a limited desire for greater freedom to hold land absolutely. This desire is more pronounced amongst those commonly known as "half-free." Many of these are wealthy traders and farmers.

Some "chiefs" express a similar desire, and would gladly hold that land for themselves absolutely which they hold at present "in trust" for the family. I incline to think that the desire is mainly with a view to charging members of the family *rent*. But I am convinced that they have not thought out the full implications of such a change in principle of land tenure. In so far as they are not merely selfish and self-seeking they are short-sighted and do not consider the effect of such a change on the whole social system, and on future generations. Under the present system, real poverty is unknown and impossible. Every member of the family has a right to the use of the land. If an individual system of ownership is introduced the danger of a landless population, dependent for their livelihood on the produce of the land, becomes imminent. Poverty, hitherto unknown, would almost certainly become a serious problem. The danger of land gradually falling into the hands of a few wealthy landowners, or the still more serious danger of the ultimate alienation of the land from Efik, has not been considered by the people. I venture to urge most cautious action in touching the native land law of Efik, and to suggest that any change contemplated should be on truly native lines of communal rather than individual ownership of land.

3.—(a) A member of a family has an indefeasible right to the use of land occupied or cultivated by his own father. He is at perfect liberty to use such land as he pleases. He may not, however, alienate nor sell it. But he may cultivate it exactly as he pleases, whether for export or internal trade. As the member of a family he is expected to give some portion of the produce to the head of the family, for the family. But this is more in the nature of a gift than a levy. The gift is, however, almost universal, as every member is expected to respect the whole family to which he belongs and to seek its prosperity.

A bought slave was bound to give a portion of the produce, whether for export or internal trade.

When *any* member of a house is allowed to use family land not previously cultivated by his father, he *must* give some share of the produce or the profits to the head of the house.

(b) In urban land, where "produce" is not possible, site values are important.

Any member of a house may occupy, free of rent, any house occupied by his own father. If this house belongs to a man who is "half-free" and is rented by him to a foreigner, the family has a "right" to claim a portion of the rent received. The right is usually "waived," and the man is permitted to draw the whole rent. But at any time the head of the house *may* claim his share as a right. I have known many instances of "half-free" men renting houses to foreigners. In every case where a share of rent has been insisted upon by the head of the house, it has been because the man has in *other matters* acted selfishly or without true consideration for the family. It is a law which *can* be enforced, but is not usually enforced without some special reason.

Land can never be alienated by will. And no will is legal unless made with the consent of the family.

I have only given the broad lines upon which the Efik tribe base their laws of land tenure. I trust that this may be of some slight value to you in making

your report to the Land Commission, but, as I remarked in a former letter, I am confident that the Government is already in possession of all the facts which I have tried to gather together here.

I have, &c.

ARTHUR W. WILKIE.

The Provincial Commissioner,
Eastern Province,
Calabar.

Primitive Methodist Mission,
Oron, Calabar, West Africa,
December 3rd, 1912.

DEAR Sir,

In reference to your letter, acknowledged by me on October 7th, I have the following information to communicate relative to law of land tenure among the natives of this district.

- (1) My remarks are strictly confined to the Oron people, who inhabit the district extending roughly from below Atabong in the north to below Jamestown in the south, and from the Cross River on the east to a point near Ikotobo on the west. This embraces roughly an area of 400 square miles.
- (2) Every piece of land has an owner.
- (3) Land is owned by the individual household in the person of the head of the household or the "father of the compound."
- (4) This head has absolute right of possession and alienation.
- (5) He can use his land or its products in any way, without qualification, *e.g.*, he need not obtain any licence or contribute any revenues for personal or tribal use, or pay any part of proceeds of exported produce.
- (6) At death the land is divided by the owner among the surviving sons, who have been or who may now become heads of households. This process of continual sub-division has in some cases gone so far as to give the last owners little more than a few square yards of soil.
- (7) The heads of communities have no control over land as such.
- (8) There are three cases where the community and not the individual is landowner:—
 - (a) Streets of a town. There are boundaries, known to the parties concerned, beyond which compounds may not be built.
 - (b) Land on which "building bamboo" or the bamboo used in house construction is abundant. This appears to rest on the theory that every man, however poor, is entitled to materials for house construction.
 - (c) Land in a town on which a "palaver house" stands for the time being. Should the house be destroyed or removed, the land automatically reverts to the original owner.
- (9) There is general contentment with the present system except in one particular. I am led to believe, on good authority, that there would be general approval for granting to heads of communities power to compel sale of land when the community is unanimous in desiring such land for any public purpose, but on no other conditions.

These are the principal items of information I have been able to gather. It will be noticed that in several points Oron is distinct from Efik custom, particularly with respect to the absolutely unfettered individual ownership of land. I trust this information will be of some service to you.

I remain, &c.,

C. P. GROVES

(Acting Superintendent).

B. Maxwell, Esquire,
Acting Provincial Commissioner,
Calabar.

Calabar.

SIR, 6th December 1912.

I HAVE the honour to inform you that I have in accordance with your directions, held an enquiry in Calabar from certain representative Efiks and Quas, on the subject of land tenure, notes of which I attach, marked Enclosure "A."

2. Your letter of the 17th September reached me at Opobo a few days prior to my handing over that district on transfer to Calabar, and I was only able to take the evidence of two witnesses there, Chief Cookey Gam of Opobo, for the Opobos, and Mr. R. J. Chisholm, for the Quas. Notes of this evidence I attach marked Enclosures "B" and "C."

3. Native evidence on such points is apt to be misleading owing to their suspicion that there is "something behind it," and instead of summarising what was actually told me I venture to express the following opinions in regard to land tenure drawn from the evidence and from my experience in matters dealing with land questions in this Protectorate.

- A. Previous to the arrival of the Government in Southern Nigeria, there was, I think, no idea of *ownership* of land. It was not recognised as property. The land existed and there was ample room for all; the then governments of the communities—the chiefs and elders—apportioned the use of the land as required among the people. At the time of the harvesting of the native crops, certain ceremonies were performed, which included sacrifices, gin, fowls, goats, &c., being contributed for these by the users of the land. These offerings were afterwards distributed by the chiefs among the community, the chiefs keeping the greater portion of these for themselves. Selling or leasing of land was not thought of or understood. Strangers were allowed use of land provided they gave a dash to the chiefs for the community for the privilege of living among them. This was not rent, it is the origin of the present subsidies which were substituted by Sir Claude Macdonald for the "Comy" paid by European traders to the native chiefs for the privilege of being allowed to trade with their people unmolested.
- B. Gradually, with the arrival of the Government and the settlement of the country, the natives have discovered the value of land as property, and the leasing of land has been introduced, and in some cases the sale of land.
- C. The original system of land tenure was therefore communal. It is drifting into freehold, and some system of State control appears very necessary.
- D. The more one sees of the natives of the Protectorate the more I think it is brought home to one that they are among the children of the human race, and that they must be treated as such. One may—and does—like them and sympathise with them, but one cannot expect from them either the intelligence or moral qualities of a race able to govern or to manage its own affairs. I venture to introduce this here, as it appears a material point to be considered when dealing with the question of land control. Each man acts for himself; to look ahead or to consider the interests of the natives as a whole is beyond him.

I have, &c.
REGINALD HARGROVE,
District Commissioner.

The Honourable
The Provincial Commissioner,
Calabar.

"A."

Chief Bassey Willie of Ikang.

I live at Ikang and I am the Chief of Old Town, Calabar. My forefathers lived in Old Town before me.

31315

Our system had been for each different family to own their own land. Nobody divides the land for them. Each takes what he wants for his farming. Any member of the families living in the town can go and make use of bush land outside the town; it does not belong to him after he has farmed it.

No person owns land for himself in the towns, it belongs to the family; it could be sold if the family agreed, but I have never known a case.

I own land in the bush which is my personal property and I could sell it if I chose to anyone I liked. It is not a good thing to sell land, but it would be a bad thing for the Government to stop it being sold, because I might get into trouble and want to sell my land.

I see that it would not be a good thing if all natives sold their land in the future. We might sell half. In some cases people now own so much land that they can do nothing with it and it lies waste.

The chiefs exercise no control over the land, nor do they receive any rent in cash or kind.

It would be a good thing if the Native Councils exercised control over all land in regard to sales, but they should not interfere with a man's personal property. The Etubon of the family should look after it.

The question of whether any control over the land would be advisable is a matter which is too big for me.

Chief Eta Akpo of Akim.

Land is owned by the community amongst the Quas. It is divided up for farming each year at a meeting. The chief directs the division. The chief gets no rent in cash or kind, but he gets the greater part of the sacrifice at the yam harvest. The palm trees are public, and anyone can cut them who is a member of the town. Tombo trees belong to the persons who have planted them on the land belonging to the community.

I could sell land if I wanted to and if the chiefs, my brothers, agreed. There is plenty of land and it will never finish.

I, as Etubon of the town, look after the land of my town. Each man has his own land in the town, but cannot sell. If he died his son would succeed, if no son a brother. If a man wanted to sell his land he would have to ask me, and I should call a meeting of the chiefs, and if they agreed he could sell. They might agree.

Chief Eka Eka Aqua of Big Qua Town.

Our customs differ from those of Akim. In Big Qua town the town land is governed by the Etubon—I mean public lands such as markets, &c., and unused lands. The families have their own lands in town and outside the town, and these are looked after by the heads of the families. If a man wants to sell or give land to anyone, he has to get the permission of the Etubon and the chiefs. In the case of family lands he must see the head of the family. No Etubon of a town can sell land without the permission of all chiefs. If the chiefs agree he can sell. The same applies to the head of the family.

In my opinion there is no harm in selling land to those of our own race, but it is bad to sell it to strangers. I think this should be left entirely to the town itself to decide. Strangers who are given land to farm give a dash to the Etubon, who divides it amongst the town people.

If a man buys land in a town it belongs to him and he can do as he likes with it and sell it to whom he likes. I am unable to think at present of a time when all the land might possibly be owned by one or two rich men, and the people have no place to grow yams on.

Chief Bassey, Duke of Calabar.

The land in Calabar in the town belongs to the town, that is, all those parts known as town land; rents

are paid for these town lands to the Obon on behalf of the town. The town divides the rents amongst the families, who divide them among the members. Each family has also its own land in the town, which they use themselves. Bush land outside the town belongs to different families, and is also held by individuals—these can be sold. I think it right that we should sell our lands if we want to. Members of houses formerly called slaves cannot sell land.

We want no control over our land—we are able to look after it ourselves—but we quite understand that control may be necessary in less civilised districts.

In the old days before the days of the Government my fathers bought and owned land.

Chief Akpo Ita of Uwet.

I speak for the Uwet people. In our towns we do not sell lands at all, but otherwise we hold the same customs as the other chiefs who have spoken. The town owns the land and there is no individual ownership. We, the chiefs, give out the land for farming. I get a small dash for doing so from each person, which is divided amongst the town. I am a Council chief. The user holds the land for his life as long as he uses it, he is succeeded in it by his son, but no one can sell. Anybody can cut palm nuts, they do not have to give any oil to the chiefs of the town.

“B.”

Chief Cookey Gam of Opobo.

There is private ownership of land with power to the individual owner to sell.

The natives of Opobo own no bush lands, but if they get the consent of the owners of the bush land (Andoni or Ogoni people) to clear the bush and make farms that land belongs to them afterwards always. They give a dash of from one to ten cases of gin for the land. Opobo natives also buy land from the Quas and Ibos, and it is thereafter their own personal property to use or sell again as they like.

The consent of the chiefs must be obtained to the sale of all lands in Opobo town.

I am of opinion that a law should be made to prevent boys selling their land without the consent of the chiefs.

Land passes like money or other property on the death of the owner.

(It may be remembered that the Opobos are originally Bonny people, who moved up to Opobo about thirty years ago. All the land they possess they have obtained from the native owners, Andoni, Ogoni, and Quas.)

“C.”

R. J. Chisholm.

I have had over eight years' experience in the Qua country of the Opobo district, and until recently was Qua interpreter at Opobo.

There is private ownership of both urban and rural land amongst the Quas. The owner can sell rural land without the consent of the chiefs or community, but he cannot sell urban land.

The land is primarily vested in the community, but individuals can possess portions of it. When these portions are outside the town they can be sold outright, as stated, without reference to anyone, but the town lands cannot be sold.

LAND TENURE AMONG THE IBIBIOS.

Eket District.

1. The fundamental law of tenure among the Ibibios may be described as advanced communal, though some few freeholds exist.

2. The general rule is for the land to be owned by the different “houses” or “septs,” by which it is divided out among “members.” No part can be sold except by consent of an overwhelming majority given in public meeting, at which every “member” of the “house” has a right to speak. To quote words often addressed to me lately: “Our land is our chief possession. On “it our very lives depend; therefore, nothing that “touches it can be decided except at a general “meeting.” It is true that when the other members of a house are few and weak, while the head is wealthy and powerful, the latter has been known to abuse his position by selling land against the wishes of the others. Such cases are, however, very rare.

3. When a man has succeeded to wealth, or created it by industry, and then invested in land from such private means as distinguished from those of his “house,” property thus acquired is regarded as his own freehold, to be kept or sold as he chooses.

4. No difference is shown between the tenure of urban and rural land.

5. The natives appear convinced that the system of individual ownership is, and will continue for a long time to be, so insignificant compared with the general system of communal tenure that its effect may be regarded as negligible.

6. Each sept forms a kind of republic, and all questions affecting land can only be settled at a general meeting of members. The influence of the head of the house depends on his own initiative and ability rather than on his titular position. Each member can do as he chooses with the land allotted to him, as regards cultivation for export or internal trade. On his death the land usually passes to his heirs. This procedure may, however, be modified, or entirely abrogated, by the general decision of the “house.”

7. In former days it was customary for each member to pay a certain percentage of income to the head of his house. This, however, is no longer obligatory.

P. AMAURY TALBOT,
Acting District Commissioner.

December 23rd, 1912.

Qua Ibo Mission.

West Africa, Nditea,
21st October, 1912.

SIR,

I HAVE yours of 25th September, asking information about the land law of this district. I shall try and reply to each point as far as I am able.

1. The fundamental law of tenure is that the land belongs to the community—to the tribe and to the town or village. It becomes the private property of the individual by his clearing, occupying, and using it.

After thus taking possession it is his absolutely and is so recognised by native laws.

2. While, according to native law, the owner has the right to sell, the community as a rule looks with disfavour on its being sold to an alien.

3. No licences are granted for occupation of land, and heads of communities have no control.

4. Cultivating or using land does not involve any relationship with the head of the community.

5. Requires care in answering.

I know of no head or community actually receiving revenue for use of land.

I know of one village where the head of the village claims all the palm nuts, and no one can cut any without his leave.

The Egbo societies very commonly claim and take all the palm nuts of the district around their town or village.

I have, &c.

T. D. Maxwell, Esq.,
Acting Provincial Commissioner,
Calabar.

S A. BILL.

The following remarks apply very generally to the several tribes of Calabar.

M. M. S.

Use Ikot Oku *viu* Itu,
Cross River,

SIR, 19th December 1912.

THE enclosed was waiting in a huge packet of mails accumulated during absence from home. I send it thus, as I have not time to do more to-day, but if you will point out how I ought to do it, I shall be happy, if I can, to find any more definite detail. I am not sure what the first question implies.

1. The fundamental fact underlying all tenure of land is freedom of birth. A slave cannot hold land.

Land is inherited, is always held by the house, and for the house as the unit in native law.

Land may be purchased, but only with the sanction of the whole house may it be sold. The purchaser, if a slave or vassal, can only work or use it with the sanction of his house. At any time during life or at death the owner of the man owns and disposes of all his, the man's, property; this is a necessity under the circumstances, as discipline and the responsibility of maintaining law and order in the house devolve on the heads.

Individual ownership is unknown. No individual is recognised apart from the house to which he belongs. Hence, only as a house is land held, or alienated temporarily or finally. With the house the possession is absolute, urban and rural alike.

2. Such ownership is held by native law to be the only possible mode of keeping land intact and above litigation. No extension or even change is pleasing. Natives are not only cognisant of the consequences of extension as affecting their social life, they are passionately conservative on the point, and dread the white man's decisions above everything, lest he leave their traditions out of account.

3. No, every house is absolute in control over its land. No interference would be allowed in any sense as to what they do on it or as to how they dispose of its produce, nor could they need any licence from any one, nor could any one give it. Only the freeborn men, or if these are decimated by death or otherwise, the next-of-kin, whether male or female, can inherit or deal with the land.

4. A purely civic relationship exists between freeborn land holders and head of the community.

5. No.

There is no land tax.

Farming land lent or leased to any one by the house is either acknowledged by gift of produce, or a rental. But neither of those forms of recompense were obligatory before British rule came in, and the stronger party often spoiled the relationships by their scornful omission of this courtesy.

These gifts, or rents, are the property of the land owners alone.

Note.—Land which was taken by war or other methods of ancient possession, are attached as "town lands" to almost every town or village. These are in hands of the chiefs as a whole, and are portioned out to all and sundry in the townships who apply for them in the beginning of the season. The heads of the township or village expect the boys to give something in the way of recognition. It may be in labour on the palm trees, or in giving part of their nuts, which in reality comes to the same thing. Lest the stronger and more over-bearing of the youth of the village encroach on the privileges of those free lands, the chiefs sent out proclamations prohibiting the cutting of any palm nuts till a given time. The breaking of this law of prohibition is severely punished as the trees could be injured, the nuts gathered in unripe state and a march could be stolen on those handicapped in any way for a time. When the trees and circumstances of the general public are in order, the proclamation is taken off and trees are declared open from a certain date given by public proclamation.

Again, land may be held for farming purposes by women given in marriage to different towns or districts. If they have children these may work the land by grace of their mother's name, but lands held thus can

never be given over by the woman to her children, or to her husband, or to the community of which she is now a member, *except by gift or deed publicly made to her descendants by the house to which she belongs.*

M. M. SLESSOR.

REPORT UPON THE IBIBIO NATIVE LAWS AND CUSTOMS RELATING TO LAND TENURE, &c.

Heritage.

The fundamental Law of Tenure.

Land is handed from father to son.

2. A man cannot leave land to either his wife or daughter.

3. During a man's life, it is the custom for him, in the event of his having either two or six sons, as the case may be, to take them round his land and to apportion certain plots to each, and to mark the respective boundaries, thus showing each son the piece of land to which he is heir. The eldest son receives a portion greater than the others, the second a greater than the remainder, but the others receive equal shares.

4. Should a man have three or even more wives, the sons take precedence according to the date of their birth, irrespective of the woman by whom they are born.

5. No favouritism should be permitted, but should there be such a case, the elder sons could take the matter before the chiefs, and they would set aside the decision of the father, and the land would be re-apportioned according to their respective ages.

6. Should the father die without having shown his sons the land to which each is entitled at his death, then the sons would call a meeting of the neighbouring chiefs, give them a drink, show them the land to be divided, and they—the chiefs—would apportion the land according to their respective ages; the chiefs would then receive another drink, and the matter is settled.

7. This method of division and heritage not only refers to farm land, but also to palm-wood trees and to "tombo" swamp.

8. In the event of a man having no sons, the land would revert to his eldest brother (same father and mother). Should there be more than one brother by the same parents, then the land would be divided amongst them in the same manner as though they were sons.

9. In the event of a man dying without male issue, and also having no brothers by the same parents, then the land would be divided amongst his half-brothers and any male members of the family who, at the funeral of the deceased, may offer any present. The eldest half-brother would inform his family as to which day he intended to divide the land, each of the participator would call a neighbouring chief, and they would settle finally as to how the land should be divided, the eldest half-brother receiving a greater portion than the others, the remainder receiving equal shares.

10. In the event of a man dying without male issue, having no brothers or half-brothers, then the land would be divided between his father's brothers, if any, and any of the male relatives who may attend the funeral with presents, and the method of division is the same as that adopted in the preceding paragraph.

11. In the event of there being no uncles alive the land might pass to the nephews or whoever may be the senior male relation.

12. Should no male relation, other than those directly entitled to the land, attend the funeral and bring no present, the land would only be divided amongst those only directly entitled.

13. It is not sufficient for a male relation to send a present without attending personally the funeral, or for him to attend without bringing a present, to entitle him to participate in the ownership of the land.

14. In order for a male relative to participate in the deceased person's land, it is necessary for him, on the day of the funeral, to take a goat, a piece of cloth, and a fowl, but it is permissible for him to take only one of the afore-mentioned presents on the day of the

funeral, and to pay the remainder either before or upon the day on which the division of land is made. Should the person fail to complete the payment of this present within the time allotted, then the gift he has already offered is returned to him and his name struck off the list of participants.

15. Should any of the male relatives augment his presents, then the land to be divided amongst them would be apportioned according to the value of their respective presents, but if only those presents as required according to native law and custom, viz., a goat, a piece of cloth, and a fowl are given, then such land would be divided amongst them in equal shares.

16. These presents are handed over to the principal beneficiary in the deceased person's property; he makes a sacrifice with the goat and fowl, and lays the cloth upon the grave.

17. Should the deceased person leave no land other than that surrounding his house—called a compound—then, prior to the division of any money which the deceased may have left, the eldest son or principal beneficiary would take the money and purchase land according to how he considers proper, for each of the other participants, but should the compound be large enough, it would be divided amongst them and no further land purchased. Division would be made in the same manner as in the case of any other piece of land. Should the deceased person, however, leave no money, then only the property is divided, the principal beneficiary retaining full possession of the house and compound where the latter is too small for division, and the other participants can then request any friends they may have for a piece of land upon which to erect a house and which piece of land he may, or may not, purchase at a later period.

18. These laws are final, there being no right of appeal.

19. These laws apply to both urban and rural lands.

Ownership by Right of Purchase.

20. All land is owned by individuals, there being no common land—with exception of markets (dealt with later)—in any part of the Ibibio country.

21. It is unnecessary for the permission of the chief of the town to be obtained prior to any sale or purchase of land.

22. There is no fixed price for any certain sized piece of land.

23. When a person purchases a piece of land, he becomes the rightful owner and full possessor of everything growing thereon.

24. It is unnecessary for the vendee to investigate the powers of the vendor to transfer land, prior to purchase.

25. There is no documentary proof as to purchase of land, neither receipt for payment nor deeds of ownership.

26. If A sells a piece of land to B, B pays A for the land, erects buildings and plants crops. Then C appears and claims that piece of land. A, B, and C go before the chiefs, who find that A had no power to sell the land, as C is the rightful owner. The chiefs order that A refunds to B the amount paid for the land plus any additional amount to compensate him for his buildings and crops, and B has to vacate the land immediately he has erected a house elsewhere.

27. In the event of the vendee not having paid for the land prior to the discovery that the vendor had no power to sell, then the same procedure as in the preceding paragraph is carried out, the vendee being allowed to claim compensation from the vendor for his losses, always provided that the chiefs are satisfied that the transaction on behalf of the vendee was *bona fide*.

28. In the event of A owing a debt to B and B is unable to obtain payment, then B would be entitled to go to A's town and sell any piece of land in that town to any person, and the money received by him would be considered by him as a payment of A's debt.

C, the owner of the land sold, must go to A and inform him that he requires the return of his land, and in order to attain this, A must pay B the amount owed; if A does this, then B must refund the purchase money to the person to whom he sold the land, and that person return the land to C; if, on the other hand, A does not pay the money to B, then C would demand a piece of land from A; again, if A does not possess any land, and also refuses to pay his debt to B, there is usually bloodshed. The chiefs of the country admit that this law and custom is one of the principal causes of murder and fighting. They now recognise that this custom is not good, and it has now been nearly abolished.

29. It is permitted for a woman to own land through "purchase" only; at the time of her decease her husband would become the owner; in the event of his death, either before or after his wife, it would pass to her own sons and be divided amongst them according to their ages, if, on the other hand, she had no son, then it would revert to her husband's eldest son by any of his other wives.

30. There is neither law nor custom to prevent a person selling his or her land to any stranger.

Ownership through Security.

31. Land is frequently pledged; there is no law enforcing the payment of interest; or, if charged, of regulating the rate, but the custom is as follows:—If at the time when the money is borrowed the lender makes no mention regarding interest, or, if mentioned, does not state the rate he requires, then the borrower at the time of payment can refuse to pay interest, and the lender has no remedy. There is no law to prevent a person from pledging either his crops, palm-trees, or "tombo" trees, irrespective of the land, but it is the custom for a person to pledge his land with everything that may be growing upon it.

32. Provided that, at the time of pledging the land, a time is stipulated within which the land is to be redeemed, and that time is allowed to lapse, then the lender may become the rightful owner of that piece of land, and need not agree to its redemption; the borrower may, however, upon finding that he is unable to repay the amount loaned within the stipulated time, apply to the lender for an extension. Should, however, no time have been stipulated at the transaction, then the land is open to redemption from generation to generation.

General.

33. There is a society in the country called "Egbo." When a person (must be a male) has paid his entrance fee, the members of the society would show him any piece of land upon which to collect palm-nuts, and also a good "tombo" palm from which to collect the wine. The proceeds of the sale of the palm-nuts would be paid to the members and the wine collected drunk by them. No compensation would be paid to the owner of either the palm-nuts or the "tombo." The period for which the person has the authority to collect the palm-nuts, extends over twelve months, and that for the "tombo" tree as long as he can obtain wine from it, after which the owner of the former retakes possession of his property. In this case the land does not go with the palm trees.

34. There are no other customs in which native communities exercise any control whatever over the usages of land.

35. There is no native law or custom as regards to the cultivation of land; for instance, should a man continually allow his land to remain fallow, there is nothing to prevent him, nor can his land be confiscated.

36. There are no communities who receive any revenues whatever from the cultivators of land, nor is there any law or custom whereby any rent or part proceeds upon any sale of produce is paid to any person, individually or collectively.

37. There is no law to prevent a man from giving away a piece or portion of his land, but it is contrary to custom, and although done, the heirs to the property could claim no recovery or compensation.

38. There appears to be no case upon record in which a deceased person has left no family to become heirs to his property, and therefore there is no law or custom to meet such a contingency.

39. Market places are common grounds, and belong to no individual; they are obtained by the chiefs making some arrangement with the owner. Should the owner object, and refuse payment, then that particular plot is left, and another site chosen.

40. Playgrounds belong to individuals, and the ground is their own private property, but once being made they have no power to prevent any societies or individuals from playing therein.

41. There is one public burial ground to every town. Every family has its own private cemetery, the land belonging to the family. In the former place, the poor and young persons are buried (of both sexes), no charge being made for the use of the land.

42. The people favour the extension of the foregoing native laws and customs with the exception of those instances where I have mentioned [that] the law or custom is being abolished.

Uyo,
14th October 1912.

W. ROSS-BROWN,
District Commissioner.

No. 67.

SOUTHERN NIGERIA.

The GOVERNOR to the SECRETARY OF STATE.

(Received 24th March 1913.)

9936.

(No. 105).

Government House,
Lagos, Southern Nigeria.
28th February 1913.

SIR,

In continuation of my despatch of 19th February 1913,* I have the honour to transmit copies of reports on the Yoruba-speaking districts of Ibadan and Oshogbo, together with the following summary compiled in the Colonial Secretary's Office.

The evidence given may be classified under three heads.

First.

Ibadan: Area, 3192 square miles; Population, 342,000.

Ibadan and its immediate surroundings.—The Ibadan people acquired their land by conquest: "Our fathers fought for the land, and their sons must inherit the land."

All land is owned by the family, with the head of the family as trustee. On his death or banishment for misconduct the land passes in trust to the next senior member of the family. The chiefs, *qua* chiefs, own no land, and have no control over land except an advisory power in the settlement of disputes. Sale of land is unknown. Urban land cannot be alienated in any way, but rural land can be mortgaged or pawned. The mortgagee, however, can plant nothing but annual crops, and the land reverts whenever the mortgage is redeemed. Strangers who settle in Ibadan can with the consent of a family get a grant of land. No rent is paid for such land, though presents may be given or services rendered in respect of the grant. The grantee holds subject to good behaviour and at the will of the grantor. Upon the death of a grantee the land granted passes to his sons, but they must get the specific permission of the grantors to hold the land granted. A grantee cannot assign or sublet.

Land or life trees cannot be distrained on for debt, but the produce of life trees and annual crops can be seized and sold.

Second.

Ife, the sacred city of Yoruba land, and its neighbouring towns Iwo and Ede, all in Ibadan District.—In these three towns the chiefs are regarded as paramount overlords over all land. All occupiers hold from them, subject to good behaviour, and if a family is banished for misconduct that family's land passes to the chief.

All occupiers pay tribute in respect of their land to their headmen, in turn pay a contribution to the chief. Owners planting life trees pay a special tithe to the chief, and a grantee cannot reap the produce of life trees on land granted to him.

The chiefs in virtue of their office own Crown lands.

Third.

Oshogbo: Area, 2568 square miles; Population, 371,000.

The evidence available is that of the chiefs of the four towns of Oshogbo, Illa, Ikirun, and Ogbomosho, and on various points of detail their statements differ.

The chiefs are paramount landlords of all land, which is held by heads of families in trust for the families. The heads of families have certain duties to perform to the chiefs in respect of the land, such as giving presents, and contributing to festivals. Land cannot be sold or leased, but can be granted to another native or to an alien, but the consent of the chief to the grant is necessary. A grant of land does not carry the right to reap the produce of life trees, and a grantee cannot assign or sublet. If a grantee dies or leaves the district the permission of the chief is necessary before the grant can pass to his son. All vacant land becomes the property of the chief, and iroko and mahogany trees are royal trees, belonging to the chief wherever they are situated.

The chiefs of Oshogbo and Illa have crown lands, which pass to their successors in title, but the chiefs of Ikirun and Ogbomosho have none.

As to whether a woman can be head of a family, and own land in trust for the family, the statements vary considerably. In Oshogbo and Ikirun a woman can own land provided there is no male heir. In Illa a woman cannot be head of a family, while in Ogbomosho, she may hold land provided that she has borne her husband children, and there are no male heirs.

I have, &c.
F. D. LUGARD,
Governor.

Enclosure in No. 67.]

The Resident's Office, Ibadan,
February 17th, 1913.

SIR,

I HAVE the honour to enclose evidence taken on the land tenure.

2. As far as I can ascertain, nobody else is anxious to come and give evidence.

I have, &c.
W. A. ROSS,
The Hon. the Colonial Secretary, Resident.
Lagos.

IRIFIN, the Bale of Ibadan, states:

Our fathers brought us here. We were fighting for the Alafin, and we destroyed Owu and drove away the people and took their land, and each man now holds his father's land. Each company or head man selected his own farms, lands, and put his followers on the land.

Our fathers fought for the land and their sons must inherit the land.

It is not the custom to sell land. The family would not agree, and if they did we would not sanction it. All land is owned by someone, and it is called family land. The head of the house is the controller of the family land, and no one can take that land away from the family. A head of the family or another of the family may be turned away from the land for misconduct against the family or property or authorities. The land would then be given to the next senior of the family. Any land so confiscated from one man's possession cannot be taken from the family. I, as Bale, have no lands; I have my family lands only. I have no control over land except to settle disputes. Farms and palm trees may be mortgaged, but house property cannot be mortgaged. No one can plant anything but annual crops on mortgaged land, and the land must be given back when the debt is paid. A stranger cannot get land without the owner's permission. The owner or head of the family would consult the other members of the family before granting any land to the stranger. The stranger could not claim the land, and he must conform to the orders of the head of the family. He could be turned off the land at any time, for it is not his father's land. His son and future generations could succeed to the property, but each successor must get permission from the landowner. If the family and generations be good people they could be taken as members of the family and become owners of the land they are living on, subject to the head of the family of the original owner, but he cannot sell or sublet or mortgage it. Presents given to owners of land in order to acquire land are not regarded as payment for the land or in any way contributing to a sale or purchase of land. Any stranger who is impudent to me would be liable to be turned out of the town. Town and farm lands are the same in law.

E. H. OKE, Secretary, Ibadan Native Government. IRIFIN × his mark.

W. A. ROSS, Resident,
23rd October 1912.

A. B. AKINYELE, Priest attached to C.M.S. Mission at Kudeti, states:

Land is regarded in this country as something very sacred. Money, or even service, was not originally bargained for. The first man who acquired a piece of land was originally regarded as the owner of that piece. Land so acquired passed from father to son. Portions may be given to people outside the family, to be held so long as they were not guilty of any serious crime.

Q. Are you a landholder in Ibadan?

A. I shall inherit the family land when my father dies.

Q. Can the Bale interfere?

A. Only to settle disputes.

Q. Can the Bale turn people out of their land?

A. He can depose a person guilty of serious crime and put another member of the same family in his place, but only on condition that the man is accused by his own people.

Q. How do you acquire land now?

A. By gift.

Q. Can you buy or sell land?

A. No, although civilisation may make it a custom in course of time.

Q. How does a stranger acquire land?

A. It must be given him by one of the family. He holds it on good behaviour, otherwise the gift once made is irrevocable. This applies especially to marriage.

Q. How did the Ibadans originally get their lands?

A. By conquest from the Egbas.

Q. How did the Egbas come here?

A. Probably in the same way. Authority is not vested in the chief, but in the representative heads of the families. At the conquest the heads were:—

Aboto, nominated by the Awujale of Ijebu.	
Olukokum, " "	Aseyin.
Agbeni, " "	Olofe of Offa.
Maye, " "	Oni of Ife (king).
Labosinde, " "	" (priest).
Fangeka, " "	Onikogi of Ikogi.

Of these six only one returned home; the others settled in Ibadan. Ibadan is a collection of families being linked up with other towns as indicated above.

Q. What are the relations between overlord and tenant?

A. The tenant is expected to work for him, especially in case of illness. There is no fixed tribute.

Q. What is the Ibadan's portion in the Yoruba confederation?

A. It is hard to say. Some time after the conquest it became Alafin's war camp.

Q. Can a head of family give away land on his own initiative?

A. He must consult the family in every case. He holds the land in trust for the family. The other members have a right to ascertain amount of the produce and can call him to account.

Q. Is there any difference between urban and rural land?

A. No material difference.

Q. Can land be mortgaged?

A. Only the produce.

Q. Can land be seized for debt?

A. No.

A. B. AKINYELE.

R. O. FULTON Husband.

LAND TENURE.

S. A. SHODEINDE states:

I am a native. My father was a Jebu man. Land can neither be bought nor sold. It is owned by the eldest of a family in trust for the family.

The Bale and chiefs have no powers over any lands other than their own; they cannot interfere in any question involving ownership or succession.

An alien cannot buy land. He may be given land to hold during good behaviour; but the grant is revocable at any time by the grantor, and the grantee has no redress.

Before the advent of the Europeans, the idea of rent was unknown.

Land cannot be mortgaged.

Land can further be acquired through marriage, which implies adoption into the family.

2. The question of succession—the eldest son takes all.

In cases of debt, a creditor cannot distrain on land, houses, or live trees and plants, but corn, yams, &c., can be sold.

Unclaimed land in the heart of the forest can be acquired by the first person who establishes his claim.

An alien cannot sublet land.

No rent or tribute is ever fixed between overlord and tenant.

S. A. SHODEINDE.

R. O. FULTON Husband.

FREDERICK MORAKINYO states:

My father acquired a good deal of land in Ibadan. The land he acquired he used to give to others. They acknowledged him as their head, and at his death his sons, they owe us service, helping us as the sons of their benefactors. We have given farms to Akinale Otun Bale and Maye Ajala; Akinale helped us when we put up our father's house, though he is a chief. Ekerin Bale also did the same. The land cannot be recovered once it has been granted unless the holder has done something against the law. No Bale has ever attempted to claim possession of all the Ibadan lands. If there is a dispute the Bale decides.

Q. How did your father acquire the land?

A. By "squatting," in the case of his urban lands; with regard to his farms, by being first in the field.

Q. On what terms, if any, did your father grant land to others?

A. On no definite terms, but the tenants willingly rendered him any help they thought right.

Q. Can you buy or sell land?

A. No.

Q. Do you hold land for yourself, or in trust for the family?

A. The land is distributed amongst various members by the head. My elder brothers can take away my land if I do not behave.

FREDERICK MORAKINYO.

R. O. Fulton Husband.

EZEKIEL DADA ADEBIYI states:

I possess some land at Oke Agbeni. Land passes from father to son. It cannot be disposed of in any way without the consent of the family council. It cannot be sold, nor can one buy or mortgage land; but the produce of palm trees may be seized by a creditor until the debt is paid.

A stranger cannot acquire land in Ibadan unless his ancestors came from Ibadan; those, however, who have been given land only occupy it on good behaviour, and, in case of ejection, the land would revert back to the donor. A man guilty of serious crime can be deprived of his land by the authorities, in which case the family would elect another head.

There is no difference between rural and urban land tenure.

The Alafin is the supreme head of all Yorubas, including the Ibadans.

EZEKIEL DADA ADEBIYI.

ADESHINA states:

My father was an Awo warrior who acquired land in Ibadan. He found some unclaimed land and built a house there. He was slave trader. He put his captives into his farm to work for him.

Land passes from father to son; the sons distribute it often to others whom they call to come and help them when they have anything to do.

Q. Can you buy or sell land?

A. No.

Q. How does a stranger get land?

A. He comes to the owner of the land and asks for it; if the owner likes, he gives it, and sometimes receives gift in exchange. We do not call it selling. He has to receive orders from the donor as to what he is or is not to do. If he does anything against the donor's wish he can be turned out.

Q. Can the stranger in his turn let out the land?

A. Not without first obtaining the consent of the original donor.

Q. Do you recognise rent or tribute?

A. No.

Q. Have these customs always existed?

A. Yes.

Q. Has Ibadan any overlord?

A. The Bale, but he has only power over his own private lands. The head of each family is supreme over his own lands, and no one outside the family can interfere.

Q. Can a man forfeit his lands?

A. Yes, but another of the same family must be installed in his place.

Q. What becomes of the products?

A. They are divided amongst the family.

ADESHINA his
×
mark.

R. O. Fulton Husband.

OBALORAN.

OLUWO of Iwo, the chief of a town of 60,000 people in Ibadan territory, states:

Ogonita left Ife and the house of Obaloran in Ife and came to Igborita, which is first outside this town

on the south side about one mile, came here after the Alafin left Ife. Seven Oluwos lived there; it became crowded, and they came to the present site. We used to fight the Ijeshas at Igborita, but drove them. No one was on the land here. The land belonged to Oni Ife. When he died everything was divided amongst the sons, and Alafin got all the land and gave everybody a portion to sit down on.

We came here before Ede and Oshogbo.

I own this land, and my first father divided it up amongst our people, and each one has his own portion. No land is without an owner.

Land cannot be sold.

Land is given in perpetuity, subject to good behaviour.

A man can be driven from his land for arson, theft, and disobedience, but they would always beg.

If a man is deprived of his land it would be given to the next of his family. If for some reason a family is turned out, I can give the land to another, but I cannot take it myself; if no one wants it it will remain occupied.

The Oluwos' land always stays with the title from father to son.

In olden times, if necessary, we drove people out, and they could not come back without my permission.

No one can give away land without the consent of the family, and if the family agreed and I did not, I should not allow it. I am the head of all the families.

Every landowner must bring yearly to his landlord presents of corn; yam for his festival; and if he does not he can be turned off his land. My chiefs must help me.

For town land no one pays anything, but for farm land, yams, &c. are paid. No one may mortgage land on any account.

A stranger can be given land if he comes to sit down with us, but if he leaves us he leaves his land; he cannot leave anybody in charge of it without any permission; the same applies to land in the town.

No stranger can transfer his land without my permission, as land is never sold, it is only lent.

The only change in things at the present day is that our people are able to go and take each other's lands through lying in the Court, and we are not consulted; they did not get the chance to do that formerly.

Witness, ANDREW ADESINA, OLUWO his
Clerk to Oluwo, ×
6th December 1912. mark.

Taken down, read over by me, and fully understood by Oluwo.

W. A. Ross, Resident,
6th December 1912.

ONI of Ife.

Rural and urban tenure are the same.

The land belongs to the Oba, and from him the others hold their land. On the death of an occupant the head of that occupant's family succeeds to the land.

The Oba has his own land privately belonging to his family, also Crown lands by virtue of his title, and with his title goes the ownership of the other land in his kingdom. A family's tenure of land is final, but the family has no right of alienation of such land. Should a family relinquish their land and remove themselves, that land will revert to the Oba as Oba, who will have the disposal of that land.

For a crime against the state* a man could forfeit his interest in the land and be driven from the town, and if he be head of a family, the family would still hold the land and the next head take them over.

From the Crown lands the Oba may eject any tenant. Every man pays tribute to the Oba in recog-

* *E.g.*, Odite, or taking a king's wife.

dition of the land they hold from the Oba or past Obas.

Land can be given to an alien, but on his death the land will revert to the Oba unless the succeeding head of the family pays the tribute.

No alien can acquire rights in land, but can only hold as tenants at will.

The Oba cannot revoke a grant of private land, but a head of a family can be removed for failing in his obligations. So, by a process of elimination, the whole of a refractory family might be ousted and the land become Crown land.

Cocoa, kola, palm trees, &c., can only be planted by an owner of land on his own land, but for these things he must pay a tithe to the Oba.

No tenant has the right of reaping cocoa, kola, palm trees, &c., already on the land which is allotted to him.

Every Bale must contribute to the King's festivals, and every tenant to his Bale's festivals.

his
The ONI of Ife × mark

A. E. PAYNE,
Witness to mark

W. A. ROSS,
Resident.
16th October, 1912.

TIMI of Ede.

The law of rural and urban tenure is the same.

I hold all this land under the Bale of Ibadan, whom I serve, that is, as Timi of Ede.

In former days my forefathers gave land to the forefathers of the people who now serve me. I have Crown lands, and family lands, which are separate.

The Abese and chiefs asked if this is correct, and were asked how their fathers came in possession of the land. Abese replied that "the Timi's forefather came with our forefathers and occupied this land where there was no one before. We came from Oyo, and occupied this land, which like all Yoruba Land, belonged to the Alafin. He then divided up the land between the people who came with him. I now occupy my forefather's land. No one may occupy that land without my permission. The other day my brother cleared some of my land without asking me; I turned him off it."

No stranger may occupy any land without the permission of the owner, but, with the owner's permission, may settle there and build a house. We may not take any payment for it, however; he only occupies it at my pleasure, and so long as he behaves himself properly towards the owner. He may not give that land to anyone else or sell it. No one can sell land in Yoruba Land. He could be turned out if he refused to obey my orders and conform to the rules of the town.

If a native of the town, through misbehaviour, was ejected, the eldest of the family, not necessarily the son, would occupy the land.

In the case of a stranger who has had permission to build a house, if he is driven out for reasons given, the land will revert to the owner and not to the relation of the stranger driven out, because the land does not belong to his family. Every occupier of land must bring something from his farms to the head of the family, who, in his turn, must take it to his overlord, who, in his turn, will take a portion to help the head of the town in his annual or bi-annual festivals.

When land is granted to people, permission to touch the palm trees is generally withheld.

If a landowner and all his family for some reason left his town and country the land would revert to the head of the town.

No owner of land can give away his family lands to another without the consent of his family and the head of the town.

The advent of the white man has weakened our control over land.

his
The TIMI of Ede × mark

A. E. PAYNE,
Witness to mark.

W. A. ROSS,
Resident.
18th October 1912.

EVIDENCE ON LAND TENURE LAWS. ATAWOJA of Oshogbo.

The law is the same for the land in the farm as for the land in the town.

I have lands for my own family and lands as Atawoja, which will go to the new Atawoja. The new Atawoja must come from some branch of my family. I cannot give these lands to anyone nor can anyone ask for them.

If a man a native of my country came and told me his land was not sufficient for him and begged some more he would have to arrange with some landowner, who could only give it with my consent. It has been possible for many years for a family to give land to another family even without the consent of the Atawoja, provided they are both natives of the town.

Every man holds the land of his fathers under the Atawoja.

Should a man misbehave seriously he could be driven from his land and his land given to the next elder of his family.

Tribute must be paid by each holder to his overlord, and by the overlord to the Bale. I have to pay tribute in Ibadan.

Palm trees and kola trees do not go with a grant of land.

No land can be sold. Land cannot be rented for money. If a piece of land is given to a stranger he will probably pay some tribute in kind according to his trade. On his death the land reverts to me unless I wish to let his son carry it on. I can turn out a stranger any time I please, and a stranger cannot sub-let that land or house on it.

If there are no male heirs a woman can hold land.

If a family of its own free will or for some reason left its lands and transferred its allegiance to another overlord the vacated lands would come back to me.

his
GBIJA ATAWOJA × mark.

Taken before me the 31st day of December 1912.

E. P. BIRCH,
Acting District Commissioner

The ORANGUN of Illa states:

1. In answer to questions as to the existing law of land tenure:

The law is the same for rural as for urban tenure.

I am the paramount landlord but all others have full powers over their land.

I have family lands and so have all my council; I have also Crown lands as Orangun. The heads of families have to perform certain duties towards me, *i.e.*, they have to assist in my festivals by bringing in presents of palm-oil, corn, &c. No one can refuse to do this, but if anyone did refuse persistently I should turn him out of my town. I can turn the head of a family out of his land for this and other offences, such as *odite*, and if I did the land would go to the next head of that family.

The next senior man of a family succeeds on the death of the head of a family. But this rule does not apply to aliens; in their case the land would revert to the native owner on the death of the lessee. We have no aliens occupying land in our town as yet. If a family were to increase so much that it wanted more land it would have to come to an agreement with another family that had more than enough. Both families would have to get my consent. For example

the people of Ede who were driven out by the Ilesha war were allowed by me to occupy some of my land.

If a family of its own free will left its land and placed itself under a new overlord those lands would become Crown land.

Kola and palm trees do not go with a grant of land: they are the property of the head of the family which grants the land.

Iroko and mahogany trees are royal trees.

A woman cannot be head of a family.

Land cannot be sold.

There is no renting of land.

The coming of the white man has not affected my lands in any way.

FOLANYAN, Orangun of Illa
his
×
mark.

A. E. PAYNE,

Witness to mark.

Taken before me the 26th day of November 1912 at Illa.

E. P. BIRCH,

Acting District Commissioner.

OJOMU of Ikirun, speaking for the Akirun, who is old, states :

1. In answer to questions as to the existing law of land tenure : The law is the same for land in a town as for land in a farm. Our forefathers have been on this land since life existed. The Akirun and his forefathers have been our paramount landlords. The Akirun has family lands of his own, and we, his people, used to go there and work them out for him.

He has no Crown lands.

When another man succeeds him, we shall have to go to that man's family lands and assist in the working of them.

His forefathers gave the land we hold to our forefathers. Once land has been given to a family it cannot be taken away again ; but every time the Akirun is making his festival the occupier of land has to come and assist him, bringing his tribute of corn, yams, or whatever it may be. The chief festival here is Irele, and is held once a year in June. Supposing a head of a family refused persistently to do this, he would be turned out of the land, and the next in standing become head of the family. So, too, a man who committed odite against the Akirun or took one of his wives.

On the death of the head of a family, the next appointed head takes the position. But in the case of an alien the succession will depend on the wish of the Akirun, who would allow his heir to hold the land if the man stooped to his will in all things. The lands of an impertinent or troublesome man will be taken back at any time, even before his death. He only holds it so long as he keeps the rules of the town towards the Akirun. Supposing a man's family increased largely, he would have to go and beg land from others to put his family on. If the other man is willing to give him land he must get the consent of the Akirun before he gives it.

Kola trees, palm trees, and all "live" trees remain in the power of the landlord, unless the man who is given land grows his own kola trees. Palm trees are exclusively the property of the landlord. Iroko and mahogany are royal trees.

If a family of its own free will transferred itself to another overlord, and to the lands of that overlord their lands here would revert to the Akirun.

A woman can become the head of a family if there is no male successor.

Land cannot be sold,

Land cannot be rented for money ; e.g., Sowemimo Coker pays nothing for the land on which his house is

built. I stopped him having any at all, because he took too much ; but, as the Bale of Ibadan begged me, I gave it to him. I only gave it last year, and do not know if he is going to pay me anything in the way of tribute ; he paid me nothing for this year's festival, but I will ask him in the coming year.

John Holt also holds land here, and pays no fixed rent. He was to have made me a present, but has not done so.

The coming of the white man has not affected our land laws.

Witness,
A. E. PAYNE.
his
OJOMU ×
mark,

The AKIRUN states :

I have heard all that the Ojomu has said, and agree with it all. I brought him to speak for me as I am old, and it is not easy for me to hear and understand all.

Witness,
A. E. PAYNE.
his
AKADIRI AKIRUN ×
mark.

Taken before me at Ikirun the 28th day of November 1912.

E. P. BIRCH,

Acting District Commissioner.

EVIDENCE ON LAND TENURE.

The Bale of Ogbomosho :

The same law holds for land in the town and land in the farm. All people who have lands have them because their forefathers were granted that land. Our forefathers were hunters, and came here finding the quarters of Oke Ilerin, Ishapa, Ijeru, and Moleti already established. We camped and obtained the Afon country to hunt. There is now my family land. When the Illorin war drove all the people into the town my forefather was made the head of the fighting men. I have no lands by virtue of being Bale.

No man can give his land away or sell it without the consent of his family, nor can I compel him to. It would not be good if they could.

I have control over other people's land ; in that they must support me in my festivals, and a man who refused could be turned out, or if he seriously offended me. The next eldest of his family would take it then. If a family transferred itself to another overlord its land would revert to me. We have no strangers except the Offa settlement, and I could turn them out for the slightest impertinence.

A woman can hold land provided she has borne her husband children and there are no male heirs. If she has not borne children she will go back to her father's house.

All heads of families holding land must pay me part of their produce as tribute, and they may bring money for my festivals or building materials if my house wants repairing.

The coming of the white man has given us peace, as we used to fight every month.

LAYODE, Bale of Ogbomosho
his
×
mark.

A. E. PAYNE,

Sworn interpreter and witness.

Taken before me the 29th January 1913, at Ogbomosho.

E. P. BIRCH,

Acting District Commissioner.

No. 68.

SOUTHERN NIGERIA.

The GOVERNOR to the SECRETARY OF STATE.

(Received 24th March 1913.)

(No. 112.)

Government House,
Lagos, Southern Nigeria,
6th March 1913.

SIR,

In continuation of my despatch of 28th February 1913,* I have the honour to transmit copies of reports on three districts of the Colony and Protectorate, together with statements supplied by Bishop James Johnson and Mr. Chris Johnson, editor of the "Nigerian Chronicle," in answer to the questions contained in a memorandum which accompanied your despatch of 10th August 1912.†

Briefly summarized the results of this evidence are as follows:—

Badagri.—Area, 1,167 square miles; population, 91,000. Previous evidence from this district is contained in my despatch No. 696 of 30th November 1912. The evidence now available is that of ten witnesses.

The fundamental system of land tenure is family ownership. The chiefs, as such, have no power of interference, and they receive no rent or tax in respect of land. Most of the districts, however, pay annual tribute to the Alafin of Oyo.

Land cannot be sold or leased, but land may be granted to another native or to a stranger. Such land may pass to the heirs of the grantees with the permission of the grantor.

* * * * *

Ondo.—Area, 3,121 square miles; population, 165,000. My despatch No. 81 of 19th February contained two sets of answers from this district to the questions put in the minute for circulation. The evidence now available is that of 12 witnesses.

The basis of land tenure is family ownership, but in principle all land is regarded as the property of the Osemowe, and all applications for leases must obtain his sanction.

Sale of rural land is forbidden, but land may be leased or granted. A native lessee pays no rent, but a portion of the produce of the land is reserved as a tribute to the lessor. An alien lessee enters into a deed, and pays a specified cash rental. All leases are for a term of five years, with the option of renewal. No alien is allowed to plant life trees such as cocoa, coffee, and kola, for the cultivation of such trees would give him a claim to the ownership of the land.

Urban land can be sold to another Ondo provided the vendor obtains the permission of all the members of his family.

* * * * *

Statement of Bishop James Johnson.—Bishop Johnson, though a native of Sierra Leone, has an interest through his mother in certain land at Ijebu Ode, and has considerable experience of the Western Province and the Niger territories.

The fundamental basis of land tenure is individual ownership, but as the individual becomes merged in the head of a family, land after the first generation becomes family land. Native law does not recognise an absolute individual right of ownership or alienation. Native law recognises no distinction between urban and rural land. The chiefs have no control over land except as protectors of the rights of owners, and they receive no revenue from the usage of land in their districts or villages.

Land may be lent or granted, but such grants carry no rent, except sometimes a peppercorn rent in the shape of a small proportion of the produce. The grantor reserves the right of reaping palm nuts, and the produce of coffee, cocoa, rubber, and kola trees, and tapping for palm wine; the grantee can plant and cultivate only annual plants.

Land so granted may pass to the next-of-kin of the grantee with the permission of the grantor.

In the Ijebu Ode district sale between natives is recognised. In such cases the contract of sale is approved by the chief, who receives a fee.

Statement of Mr. Chris Johnson.—Mr. Johnson is editor of the "Nigerian Chronicle," and a native of Yorubaland.

The fundamental law of tenure in the Yoruba country is communal or family ownership within the tribe. A family can acquire land in another tribe, and this land they can hold and devise to their next-of-kin, but they cannot alienate it outside the members of their own family without obtaining the consent of the owner's tribe. All lands are held unconditionally, and subject to no restrictions.

Aliens and foreigners are incapable of owning land. Native law recognises temporary or final alienation of land by gift to one capable of receiving and holding land. Such grants are subject to the reservation of economic plants. No rent is stipulated in such cases.

Native law also recognises a grant of land to a domestic servant as such. In this case rent is stipulated, and the agreement is terminable only after the grantee has harvested his crops, or by arbitration. In grants to natives rent is never specifically reserved. Sale of land is unknown. A cultivator is under no obligation to anyone for the use he makes of his land. Heads of communities, as such, receive no revenue from the usage of land, and derive no income from the produce of land.

I have, &c.

F. D. LUGARD,
Governor.

SCHEDULE

Western Province.

Badagri.—Evidence of ten witnesses.

Ikorodu.—Replies of the Akarigbo of Ijebu Remo on behalf of his chiefs and people.

Ondo.—Evidence of twelve witnesses.

The Western Province and Niger Delta, with special reference to Ijebu Ode.

Statement of Bishop James Johnson.

Yorubaland in general.

Statement of Mr. Chris Johnson.

Enclosure 1 in No. 68.

SIR,
Badagri,
13th February 1913.

I HAVE been collecting further evidence, from the farmer class, on native land tenure. The replies to questions are about the same. I attach the evidence of two individuals, but perhaps you do not now require any further evidence.

2. In almost all cases the chiefs state that matters should be referred to the people, and on the other hand, when the people are questioned they want the matter referred to the chiefs.

I have, &c.

H. V. NEAL,
District Commissioner.

The Hon. Colonial Secretary,
Lagos.

Land Tenure.—*Badagri District.*

OGUNSHEKA, farmer of Owu.

Q. Under what rights do you hold your lands?
A. Inherited from my fathers.

Q. Has a chief any power to interfere with your
ands?

A. No.

Q. Did you at any time pay tribute for the land?

A. No, never.

Q. You are a native of Owo?

A. Yes.

Q. Do you remember when you all paid tribute to
the Alafin of Oyo?

A. We might have, but I do not know, although we
were under the Alafin.

Q. Each member of your family has a share in the
family property?

A. Yes.

Q. Could any member sell his share without
permission?

A. We have never sold, but if any member objected
I should ask for my share.

Q. So that a stranger might come into the family
property?

A. We should not sell to strangers.

* * * * *

his
OGUNSHEKA ×
mark.

OKIKI, farmer of Ajido.

Q. You possess some land?

A. Yes.

Q. How did you get it?

A. Inherited it.

Q. Family property?

A. Yes.

Q. Can the chiefs interfere in any way with this
land?

A. No.

Q. Can you sell it?

A. No.

* * * * *

his
OKIKI ×
mark.

Badagri.

EVIDENCE TAKEN BY CAPT. NEAL, D.S.O.,
DISTRICT COMMISSIONER, BADAGRI.

System of Land Tenure.—Badagri District.

ABASI SERIKI of Badagri and District,
being sworn:

Q. What is the law respecting land tenure in the
district?

A. Formerly it was on the family system, each
family having a share in the land, and so the lands
are divided up.

Q. Did this apply to urban land only or to rural
land as well?

A. The same.

Q. And forest land?

A. All the forest had owners, and these were the
chiefs.

Q. Had a ruling chief or any of the chiefs power to
interfere with land not belonging to them?

A. No.

Q. Could individual owners part with their land?

A. Formerly no one could. Land was family
property.

Q. Could a family as a whole part with their
land?

A. Unknown. Except it was taken during a war.

Q. Could a stranger take possession of any piece
of vacant land?

A. Not without permission from the family, and
then only as a squatter. The stranger could on no
account part with it. At death the children might
emain by permission.

Q. What about selling or leasing land?

A. Unknown.

Q. If the land got too small for a family what
happened?

A. The elders remained, the others received lands
in the bush from others.

Q. If several strangers wished to settle in the
bush?

A. Ask for permission and plots would be allotted
to each by the owners of the land. They only got the
use of the lands, they were not the real owners, but
merely squatters.

Q. Did the chiefs collect anything in cash or kind
from the inhabitants of a town, as a tax for the use of
this land?

A. Nothing.

Q. Who was the recognised head of this district?

A. The Alafin of Oyo.

Q. What was his share?

A. A tribute was paid in kind by each village, this
was collected and sent to Ijana, the Ijana messengers
then took it on to Oyo.

Q. Any difference now in land tenure from former
days?

A. Very different. People sell family lands. Lands
are also sold to pay debts, &c.

[I wish to add that, if anyone asked for lands
formerly, this individual had to give some beer and
kolas to the owners for good faith.]

his
ABASI ×
mark.

AKANRAN, Head Popo chief, Badagri,
being sworn:

Q. What is the system of land tenure amongst the
Popos?

A. Formerly on the family system. No member of
a family had a right to part with his or her share of
the land.

Q. Did this apply to urban or to rural lands?

A. The same.

Q. And forest land?

A. We had none.

Q. Could a family as a whole part with their land?

A. No.

Q. What about the ruling chief and other chiefs?

A. Each had his own land.

Q. These could not touch land belonging to others?

A. They could not.

Q. Could a stranger take possession of land?

A. Not without permission from the owner; he
only then got the use of it. He could not give it
away, sell it, or pawn it.

Q. Pawning, selling, or leasing known?

A. Now, but not formerly.

Q. Who was your paramount king?

A. Alafin, of Oyo, to whom we paid tribute.

his
AKANRAN ×
mark.

JENGEN, Awori chief, being sworn:

Q. What is the system of land tenure amongst the
Aworis?

A. Family system. Every one had his or her own
land.

Q. Had the chiefs a right to interfere in these
family lands?

A. No, they had their own.

Q. Nothing was paid to the chiefs?

A. Nothing.

Q. What about pawning, selling, or leasing lands?

A. Formerly these were unknown. Now our old
customs are being broken; even strangers are taking
possession of our lands and houses.

Q. Any forest land?

A. We had none.

his
JENGEN ×
mark.

YEWENU, Oba of Appa, being sworn:

Q. You are the head chief of Appa?

A. I am.

Q. Your country is along the sea shore?

A. Yes.

Q. What is the law of land tenure in your country?

A. Each has his own land.

Q. How is this divided?

A. Divided up and owned by the several families?

Q. On the family system?

A. Yes.

Q. Could any member of a family part with his or her land?

A. No.

Q. Could not sell or lease it?

A. Formerly land could not be sold or leased; now the people sell.

Q. Could a stranger come and take possession of any plot?

A. No.

Q. How would he get a plot?

A. By permission. The land was not his property. He could not pawn, sell, or lease it.

Q. If the land got too small for the members of a family, what was done?

A. Permission from the chiefs for another plot farther off.

Q. Any tribute paid?

A. None for the land.

Q. Did the head chief receive tribute?

A. Yes.

Q. The head chief or chiefs could not interfere with family lands?

A. No.

Q. Any tribute paid to the Alafin of Oyo?

A. No, we belong to his family. We originally came from Ife.

his
YEWENU ×
mark.

MAMA RAJI, Bale of Iworo, being sworn :

Q. What is the law of land tenure amongst your people?

A. Family lands. No one has power to touch any of the land; not even a chief.

Q. Urban and rural lands the same?

A. Yes.

Q. Could any member of a family part with his share without consulting the family?

A. Not without permission from the family. Formerly no one parted with his or her lands.

Q. If permission were granted to a stranger to settle down on a piece of land, could such stranger claim ownership?

A. He could not. He only got the use of the land. If he removed to another town he must hand over the land to the owners. On death, permission might be obtained for the children to continue in possession.

Q. Had you, as chief of the village, or any of your chiefs, a right to take any land?

A. None.

Q. If strangers came and wished to settle out of the town, how would land be allotted to them?

A. All the head of families would assemble and allot land to them.

Q. They could not part with it?

A. No, they only got the use of it.

Q. What about forest land?

A. The king only might give permission.

Q. Any pawning, selling, or leasing of land?

A. Unknown.

his
MAMA RAJI ×
mark.

HUNSUN, Bale of Ashiri, being sworn :

Q. What is the law of land tenure round about Ashiri?

A. Owned by the several families.

Q. Land in the town or away from the town treated in the same way?

A. Yes, the same.

Q. Could you part with your share without permission from your family?

A. No.

Q. Can a stranger claim ownership?

A. No; land might be given to a stranger only to use, but he cannot claim it, nor can he pass it down to posterity without permission.

Q. Could, you, as chief, give away any land not belonging to you?

A. No.

Q. If strangers wished to settle near the town?

A. If we knew them, the townspeople would allot land to them. If the strangers did not behave themselves we should drive them away.

Q. Was land ever sold?

A. Formerly, never.

his
HUNSUN ×
mark.

ADEYEMI, Oba of Hunbo, being sworn :

Q. You are the head chief of Hunbo?

A. Yes.

Q. Your country lies between Okeodan and Ilashe?

A. Yes.

Q. How is land owned in your country?

A. All divided up and shared by families?

Q. On the family system?

A. Yes.

Q. Are urban and rural lands the same?

A. The same.

Q. Forest land?

A. To the head chief.

Q. Could individual owners part with any of the land?

A. No.

Q. Could a family as a whole?

A. No.

Q. What about pawning, selling, or leasing?

A. Unknown.

Q. If the land got too small for a family, what then?

A. They obtained land elsewhere.

Q. How would a stranger get land?

A. Owners would give him a plot. He only got the use of it. On death his children might retain it by permission.

Q. Who was your recognised head?

A. The Alafin of Oyo, to whom we paid tribute.

his
ADEYEMI ×
mark.

OTENI, Oba of Ado, being sworn :

Q. You are the head chief of Ado?

A. Yes.

Q. How is the land divided up in your country?

A. Families own the land.

Q. Can you as head or any of the chiefs interfere with these lands?

A. No.

R. Can a family as a whole part with the land?

A. No.

Q. In these days an individual of a family might part with his or her share?

A. No.

Q. What about pawning, selling, or leasing?

A. Unknown.

Q. How do strangers get land.

A. Permission. The land cannot be sold, it is not his property, he simply gets the use of it.

Q. Forest land?

A. We had none.

Q. Was the Alafin of Oyo your paramount head?

A. We were never under the Alafin.

his
OTENI ×
mark.

ADEYEMI, Oba of Hunbo, recalled.

1. The lands belong to families and they look after their own lands.

2. Members of a family may improve on their lands now.

3. People can look after their own lands.

4. All lands have owners, and a man may obtain land by permission.

5. Taxing is not good.

6. Every individual owns his or her own lands. The chiefs have their own.

7. We do not want our lands to be under control.
8. The people must be asked about a tax.
9. The people must decide.

his
ADEYEMI ×
mark.

AKANRAN, Head Popo chief, Badagri, recalled.

1. We prefer to look after own lands.
2. Owners might now improve on their lands.
3. We cannot answer this. We must ask our people.

4. Owners may now give lands to industrial people who want more.

5. In Northern Nigeria they have vast tracts of land; down here all lands are owned. Each family owns lands, and the members should decide whether they want State control over their lands or not.

6. In former days it was so, but now we chiefs examine the land in dispute and try and settle the matter. If the parties are not content, they may take the dispute to court.

7. The people seemed to have managed for themselves up to date, and they are quite capable of doing so now.

8. The Government are trying to do their best for us, but we cannot see why a man should pay tax on land which is his own property. Those who import spirits have to pay duty.

9. The people should be consulted.

his
AKANRAN ×
mark.

Enclosure 2 in No. 68.

Commissioner's Office, Ikorodu,
6th December 1912.

SIR,

WITH reference to your letter, of the 7th November, I have the honour to forward the answers to the questions you attached.

2. The answers represent the wishes, if not the opinions, of every class at Shagamu. At least the meeting was public and the people loudly endorsed what the Akarigbo said.

3. I am inclined to think that no one would dare to advocate any innovation of such a nature, unless his position was exceptionally well assured.

4. I do not think any good would come of questioning more people in this district at the present time, for the attitude of the Akarigbo was one lack of confidence in the administration, and was shared, I think, by the assembled chiefs of Ijebu Remo.

5. I showed these answers to the District Commissioner Ijebu Ode last week, and spoke of the attitude of the people.

J. WYNDHAM,
Acting District Commissioner.

The Hon. the Colonial Secretary,
Lagos.

Land Tenure in Southern Nigeria.—On Thursday, the 21st November, a meeting was held in the Court at Shagamu to record answers to the questions attached to the Colonial Secretary's letter, of the 7th November.

The questions had been read and explained by Captain Butterworth about ten days previously.

The definitions and questions were carefully explained a second time. The answers are below.

The answers were given by the Akarigbo and the chiefs and people endorsed everything he said.

Further answers were called for, but no one wished to add anything to the Akarigbo's answers.

The Akarigbo of Ijebu Remo replied to the various questions as follows:—

1. We would prefer the communal system to either, and freehold to State control.

We want no new system.

We do not want the State control system, because taxation would follow.

2. No answer.

3. It was the Government that put these ideas into our heads, and that is why we have all the trouble. I do not think it fair of the Government to use the

results for which they are responsible. We have our boundary trees planted.

Q. Then why are there disputes?

A. Because people pass the porogun trees.

4. No answer.

5. I do not desire any further dignity.

6. No answer.

7. It is beyond our understanding to answer this question.

8. This is also beyond me.

Answers read over and confirmed.

J. WYNDHAM,
Acting District Commissioner.

Enclosure 3 in No 68.

OSEMOWE of Ondo.

Q. You are the Osemowe of Ondo?

A. Yes.

Q. You are the Oba and head of all Ondo people, and people residing in Ondo territory?

A. Yes.

Q. How long have you been Oba?

A. Twelve years.

Q. What is the law of tenure in the Ondo country?

A. Before the British occupation we had no law concerning land. The Osemowe owned land right to the lagoon—and as far as Odo Oba to the west. I have my "porogun" trees there.

Q. What I want is the "law of tenure"—not the extent of your land?

A. In old times everybody paid tribute to the Osemowe—even now only one Ogunssami does not pay.

Q. Is the individual ownership of land (with right of possession and alienation) recognised by native customary law as regards town lands?

A. Yes.

Q. Is the same individual ownership recognised as regards bush lands?

A. Yes.

Q. Then there are many Ondo natives who own land—plots in Ondo town individually?

A. Yes—inherited from their fathers.

Q. Would such town land belong to the family, or one member of the family?

A. To the family.

Q. Would they have the right to sell it or leave it?

A. No—neither.

Q. Would individual owners have the right to sell or lease rural (or bush) land?

A. He cannot sell—he can lease it—but he must not take cash as rent from another Ondo man—only tribute in the form of produce. If the land were leased to an Akure or a man of another tribe cash could be accepted.

Q. Is there any regulation regarding the limits of time for a lease?

A. Yes, five years is the limit, but the lease can be renewed.

Q. Does the individual cultivator use the land by grant or licence given by the heads of the community?

A. No.

Q. How do the people I see cultivating the land get the land they are working on?

A. By permission of the Osemowe.

Q. Does that land then belong to them and their children for ever and ever?

A. No—it belongs to the Osemowe.

Q. Then there is no individual ownership of land, with right of possession and alienation?

A. Oh! yes, there is.

Q. Then with the right of possession but not alienation?

A. Even alienation—if a man is in distress he can sell his land—I have never seen such a case—if a man wants to sell his land he ought to see me first in order to see what help can be given by me.

Q. Take all the land from here to Owenna—is it divided up among individuals or village communal lands?

A. It is divided among the villages on the land.

Q. Does each village pay you tribute?

A. Yes—they do or are supposed to do—not on

account of the land, but in recognition of my position as their head chief.

Q. What form would that take?

A. Tortoises, snails, kola nuts, legs of monkeys.

Q. Take the village lands then—Odigbo, for example—has each man in Odigbo got his own private land?

A. Yes, inherited from his father.

Q. Does that apply to every village?

A. Yes.

Q. Is there no common land?

A. Yes.

Q. Supposing an Ondo man wanted to take up a piece of that common land—how would he get it?

A. By going to the Osemowe first—who would consult the chiefs; an Ondo man would pay nothing; an outsider would have to enter into a deed under the law.

Q. If the chiefs grant land like this to an Ondo man can they revoke the grant?

A. No.

Q. If this man dies, what becomes of the land?

A. The Osemowe takes it back.

Q. How does land become hereditary then?

A. We are talking of common land.

Q. Yes, but all land must have been common in the beginning?

A. The present common land will always remain common.

Q. What is the nature of the relation between the cultivator and the heads of the community?

A. He has to recognise the Osemowe and chiefs as his superiors—obey their orders, and is expected to give contributions of food, &c., for the annual festivals.

Q. To what extent do the heads of the community receive revenue from the usage of the land.

A. Royalties for mahogany from timber concessionaires, half share on rubber licences, and 6s. royalty on every Iroko, Opepe, &c., tree felled—also certain rents for lands leased to strangers.

Q. What becomes of that money?

A. It is used to feed our wives and children, and for the annual festivals.

Q. Supposing a man is cultivating produce for the export trade—say cocoa or coffee—does he pay rent for the land? Or give a part of the money he gets in the sale of the produce?

A. An Ondo man pays nothing—a foreigner would not be allowed to grow such stuff, the reason being that if they did they would claim the land as their own.

Q. Supposing a man is collecting produce, e.g., rubber, does he pay rent or give a part of the sale proceeds?

A. No—he simply takes a rubber licence.

Q. Could a man get a grant of land exclusively for rubber collecting?

A. No—not even one of our own people.

Q. What about a man collecting palm-kernels or palm wine?

A. Any man—a native of Ondo—can go and collect palm-kernels and palm wine—no charge—but a stranger, e.g., a Sobu, would be allowed within defined limits to collect by paying 1l. per annum, or more.

Q. Have you, the Osemowe, or any one chief, the right to take a man's land from him?

A. No.

Q. You have your own family lands as apart from your over-lordship of the Ondo?

A. Yes.

Q. Assuming that the villages, e.g., Odigbo Ajuwe, Igbinde, &c., have communal lands, have you or any chief the right to take their lands from those villages?

A. No.

Q. Have you the right to take Gbogbo's land from him in this town?

A. No.

Q. In granting the timber concessions to the Europeans, you do not grant the land?

A. No—only the trees.

Q. Do you own the land of Ondo?

A. Yes, as king of it.

Q. What does that mean exactly?

A. As the head is to a man's body so is the Osemowe to the Ondos, what belongs to a man's hand or foot belongs to the head—what belongs to the head

belongs to the foot or hand—but the head is the most honourable portion and directs the remainder of the body.

OSEMOWE of Ondo his
×
mark

Witness,

J. L. OLAWA, 2nd Class Clerk.

C. A. AWOSHIKA, Native Council Clerk.

Taken by me this date,

S. M. WOOD,

District Commissioner,

4th November 1912.

SAMUEL FAGBEMI.

Q. Are you of Ondo tribe?

A. Yes—the son of the late Shashere of Ondo.

Q. Are you a land owner?

A. Yes.

Q. Does it belong to you alone, or to your family?

A. To my family.

Q. How did your family get it?

A. The original members settled there.

Q. Under what circumstances?

A. I cannot say.

Q. Can anyone take that land from your family?

A. No.

Q. Not even the Osemawe?

A. No.

Q. Is the individual ownership of land (with right of possession and alienation) recognised by native law in both towns and bush?

A. Individual ownership is recognised. Town lands can be sold, but not bush lands. Town lands must only be sold to Ondos, however.

Q. If the land is family land, the whole family must agree to the sale?

A. Yes.

Q. If the family agrees the land can be sold without referring to any one else?

A. Yes.

Q. Do you know of any Ondo land that has never been cultivated?

A. Yes—there is land which has never been farmed between Odigbo and Onisere—also between Igbinde and Araromi.

Q. To whom does the land belong?

A. To the Osemawe.

Q. His private property?

A. No—it simply belongs to him as head of the Ondos.

Q. Supposing an Ondo man wanted to take up land in that area (that has never been exploited), what happens?

A. He applies to the Osemawe—assuming that Osemawe gives leave the man would go on the land—there is no compulsory tribute—he could give the Osemawe anything he liked, or nothing at all.

Q. Can the Osemawe and chiefs revoke that grant?

A. Yes—if he misbehaves or offends the Osemawe, for example—suppose the man gathered foreigners round him and took tribute from them.

Q. When this man dies what becomes of the land?

A. If he has children they will inherit it. If he has no issue the land will revert to the Osemawe.

Q. If this man's children inherit from him and their children from them—does that land then become "family land"?

A. Yes.

Q. Do you know Ileliji?

A. Yes.

Q. Has every man there got his own private farm?

A. Yes.

Q. Can anyone take that farm away?

A. No.

Q. Has Ileliji common land?

A. Yes.

Q. How would an Akeapa man then take up land—the Ileliji common land?

A. By application to the Oloja of Ileliji.

Q. Would the Oloja then be able to grant it with out reference to any one else?

A. Yes.

Q. What is the nature of the relation between the cultivator and the heads of the community?

A. He would have to pay tribute.

Q. But you said just now he need not pay unless he likes?

A. Yes—he would pay in yams.

Q. Is the tribute compulsory?

A. No.

Q. If a man is cultivating produce for the export trade, e.g., cocoa—would he have to pay rent?

A. Not an Ondo man—a foreigner would have to pay rent—if he was allowed to grow cocoa.

Q. Would a foreigner be allowed to grow it?

A. Perhaps.

Q. If a Lagos man wanted to collect palm wine on Ondo waterways, what should he do?

A. Apply to the Osemawe—he would have to pay for the privilege—not very much.

Q. Would a Lagos man be able to take up an area of land for palm nuts collecting?

A. Yes, but not the exclusive right.

Q. Would such a man have to pay rents in cash or produce?

A. Yes—about 1*l.* in cash per annum—not produce.

S. M. FAGBEMI.

Taken by me this date,

S. M. WOOD,

District Commissioner,

4th November 1912.

LISA of Ondo.

Q. You are the Lisa of Ondo?

A. Yes, I am the next man to the Osemawe.

Q. What is the law of land tenure among the Ondos?

A. The original settlers are owners of land—what I am now occupying I inherited from my father, and everybody is the same. If a foreigner comes to Ondo, and asks the owner of land for the use of a portion of it the owner has the power to give it.

Q. What do you mean by "giving it"?

A. In Ondo none has the power to give, to sell, or to lease it.

Q. Then he has no power to do anything with it but keep it?

A. He has power.

Q. Power to do what?

A. He has power.

Q. If a man came to another and said, "I will give you two cases of gin a year for your land" could that be done?

A. I could not do that or he would say I had sold the land.

Q. Then no one can let his land for rent?

A. No.

Q. Does that apply to both town and bush lands?

A. I only know about town land.

Q. But you own bush land yourself?

A. The same rule applies to bush land.

Q. Has anyone the power to take your land away from you?

A. No.

Q. Not even the Osemawe?

A. No—he has his own land.

Q. Not even if you offended him?

A. No—he dare not do it.

Q. Then the humblest proprietor can feel that no one can take his land from him?

A. No.

Q. Is the individual ownership of town land recognised by native law?

A. No—but the ownership of families.

Q. Does that also apply to bush land?

A. Yes.

Q. Is not the Osemawe supposed to own all the Ondo land?

A. Yes.

Q. What rights or power then has the Osemawe over it?

A. He has the power to give land to a man.

Q. Can he do that without consulting the chiefs?

A. No—but his will must prevail.

Q. Of course he cannot grant land already granted to another man, or in the possession of another man?

A. No.

Q. Supposing an Aboto man wanted to emigrate to Odigbo and take up land there, what should he do?

A. He should apply to the Oloja of Odigbo.

N.B.—Aboto and Odigbo are Ondo villages.

Q. Then he need not refer to the Osemawe?

A. No.

Q. Supposing an Ijoh wanted to take up land anywhere in Ondo country what should he do?

A. Apply to the Osemawe.

Q. If Osemawe agreed what would be the usual conditions?

A. He would have to pay annually—whatever the Osemawe chose to fix.

Q. Is there any limit of time for such leases?

A. These sort of questions we have never heard before—therefore we cannot know how many years.

Q. Supposing it was immaterial to the applicant where the land was situated, where would the Osemawe put him?

A. As the Osemawe is the owner of the land he could put him where he liked.

Q. Supposing he put him on the land of Oloja of Igbindo, would not the Oloja have to be consulted?

A. Yes—the Oloja's consent would have to be obtained.

Q. Is there no part that the applicant could be placed by the Osemawe without consulting any Oloja or Bale?

A. No—except on his own private land.

Q. What becomes of the land on the death of such a cultivator?

A. It goes back to the Osemawe.

Q. Could land be granted to a foreigner altogether?

A. No.

Q. Can the Bale of Itampin grant land in perpetuity to an Ondo from Ondo town?

A. Yes.

Q. Could the Bale of Itampin revoke that grant—has he the power?

A. Yes—if the grantee misbehaves himself.

Q. Apart from royalties on timber and half share of rubber licences fees, what revenue do the heads of the community receive from the usage of the land?

A. Nothing else except contributions of yams and corn for the annual festivals.

Q. But every farmer does not cultivate?

A. No.

Q. Would a foreigner who was given land on lease be allowed to grow cocoa, coffee, or kola nuts?

A. No.

his
Lisa of Ondo ×
mark

Witness,

J. L. OLOWA, 2nd Class Clerk.

A. AWOLHKA, Native Council Clerk.

Taken by me,

S. M. WOOD,

District Commissioner,

5th November 1912.

BAPAYE of Ondo.

Q. You are the Bapaye of Ondo?

A. Yes—I am member of the Ondo council. The 13th man after the Osemawe.

Q. What is your tribe?

A. I was born in Ondo.

Q. Are you of Addo tribe?

A. Yes. I was born in slavery here—and have been here all my life, I know all the customs of the Ondos.

Q. To whom does Ondo land belong?

A. The Osemawe—it was given to him by Oduduwa, the first king in the world—he belonged to Ife. The Ondos are an offshoot of the Ifes.

Q. What power has the Osemawe over the land?

A. To grant land for cultivation.

Q. But he cannot grant land like that anywhere else?

A. Yes.

Q. Then he can take Awoshika's land and give it to Mr. Rogers?

A. No.

Q. Then in what part can he grant it?

A. Only already unoccupied land, but Osemawe has to consult the former owner.

Q. Land can only be granted which is already unoccupied?

A. Unoccupied land cannot be granted.

Q. Then no land can be granted?

A. Only the Osemawe can answer that.

Q. Do you know of any case in which one man owns land?

A. No, all land belongs to families.

Q. But suppose there was no surviving member—would not the land then belong to one man?

A. It is impossible that a family could disappear like that.

Q. But supposing it was so, is there anything in native law to prevent such sole survivor being the sole owner?

A. No, and no one could turn him out.

Q. And if he died what would become of the land?

A. It would revert to the Osemawe.

Q. Is there anyone at present owning Ondo land who is not of Ondo birth?

A. Yes, there are some Ikales. They pay annual rent.

Q. Is every bit of Ondo country divided up among families?

A. Yes.

Q. Then there is no communal land unoccupied?

A. There is communal land. Take Oduwo quarter of Ondo town, it has its own land called Oko Oduwo (Oduwo's farm).

Q. Then is all Oko Oduwo divided up among families?

A. No, the people of Oduwo quarter farm the Oduwo land just wherever they like.

Q. Then no man and no family in Oduwo quarter owns any particular patch?

A. No.

Q. What you mean is that all people in Oduwo quarter are the same family?

A. Yes.

Q. Then Oko Oduwo is the "family land" of the Oduwo's family?

A. Yes.

Q. Suppose two members of the same family select the same patch to farm on and a dispute arises—what happens?

A. The head of the family settles it.

Q. But what about the palm trees on it?

A. It is "first come first served" as regards the palm fruit.

Q. What revenue do the heads of community receive from the usage of the land—apart from rubber licences and timber royalties?

A. None.

Q. Who gets the revenue from royalties and rubber? Do the outlying village chiefs get any?

A. I am not competent to answer that.

Q. If a man is cultivating produce for the export trade, e.g., cocoa, coffee—would he pay rent for the land in cash—or in money he derived from the sale—proceeds?

A. The Osemawe has already told the District Commissioner that no foreigner would be allowed to cultivate such things.

his
BAPAYE of Ondo ×
mark.

Witness,

J. L. OLOWA, 2nd Class Clerk.

A. AWOSHIKA, Native Council Clerk.

Taken by me,

S. M. WOOD,

District Commissioner.

5th November 1912.

CORNELIUS AKINOSOSE AWOSHIKA.

Q. Are you the clerk to the Ondo native council?

A. Yes.

Q. You are a native of Ondo?

A. Yes, a son of the late Shashere of Ondo.

Up to this point the examination was conducted in English, but the witness asked to be allowed to continue in Yoruba.

Q. You have heard all that the Osemawe and other Ondo chiefs and others have said about land tenure in Ondo?

A. Yes.

Q. Do you think their answers were correct? If not, would you tell me where they erred?

A. Everything they said was correct, but one thing. When the District Commissioner said, "Is there no communal land which the Osemawe can deal with as 'he likes,' some said there was—some said there was not. What I say is, there is such land. I can mention land over which the Osemawe and council of Ondo town have control without referring to any other town or village. There is the land between Agbabu Road and Oluwa River: there is the land between Oro and Owenna River.

Q. How is it that the Osemawe has control over these areas in this manner?

A. They have never been settled up.

Q. Are the forests there primeval?

A. No; there were farms that have been abandoned. Yes, there are parts that have never been farmed.

Q. How many "quarters" are then in Ondo town?

A. Roughly about forty.

Q. Has each quarter got its own land?

A. Yes, outside the town ditch.

Q. Are the people of one quarter all one family—blood relations?

A. No.

Q. Then the people of Oduwo quarter are not all one family?

A. No.

Q. Then Oko Oduwo (Oduwo's farms or land) is not "family land"?

A. The Oduwo has his own private family land. Apart from this he, *ex officio*, is in control of other land, being the Oduwo.

Q. This land which he controls *ex officio* as Oduwo, how is it divided up?

A. The control exercised is political and judicial; in this area there are many villages; each has its own land and he can settle disputes between these villages; he cannot oust them from the land as it is not his own.

Q. Is not every Ondo tribesman a part owner of what is called "family land"?

A. Yes.

Q. Do you know of any case where one man is sole owner of a piece of land—size of land immaterial?

A. No.

Q. Assuming that the size of one "family land" was that of Ondo town, and assuming that the number of male members of that family—including uncles, cousins, second cousins, and their offspring, &c., &c.—was 200 souls, how does the family land system work? Would there be room for them all to farm it? Would it be subdivided? What would happen?

A. Not all of them would engage in farming; also, by native law, a man is part owner in his mother's family land, he could go on that to work; he could take his mother's place, as a woman is not a farmer.

Q. Taking the village of Ajuwe as an instance, how is the Ajuwe land divided up?

A. To begin with the Ajuwe people are not all one family—blood relations. Each family in Ajuwe has a town house in Ondo town. Ajuwe village has its own land, but that land has no defined boundary; there is no defined boundary, for instance, between it and Odigbo, three hours off. The Ajuwe people have a limit beyond which they must not clear—also Odigbo people. They have the "family lands" round Ajuwe. There is common land belonging to Ajuwe as apart from the "family lands." The Osemawe controls the common land.

Q. But the Osemawe could not grant land in that common land of Ajuwe without referring to the Oloja of Ajuwe?

A. No.