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TREES, TENURE AND CONFLICT: RUBBER IN COLONIAL BENIN

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ABSTRACT. Tree crops have changed land tenure in Africa. Farmers have acquired permanent, alienable rights, but have also faced disputes with competing claimants and the state. *Para* rubber had many similar effects in the Benin region of colonial Nigeria. Farmers initially obtained land by traditional methods. Mature farms could be sold, let out, and used to raise credit. Disputes over rubber involved smallholders, communities of rival users, and migrants. The impact of tree crop commercialization in Benin differed from other cases due to local context, including pre-colonial institutions, the late spread of rubber, and the relative unimportance of migrant planters.

Keywords: Africa, Property rights, Land tenure, Land disputes, Tree crops.

1. INTRODUCTION

Property rights over land shape investment (Goldstein and Udry, 2008), labor supply (Field, 2007), long term policy outcomes (Banerjee and Iyer, 2005), the environment (Libecap, 2007), and violence (André and Platteau, 1998). Within Africa, land tenure is gaining importance as population growth makes land more scarce, as farming systems evolve, and as markets in land have become increasingly widespread (Holden et al., 2009). It is important, then, to know how land tenure responds to new technologies.

In this paper, I explain how the introduction of Brazilian *Para* rubber transformed land rights and land disputes in the Benin region of Nigeria during the colonial period from 1897 to 1960. The spread of rubber increased farm sizes and encouraged both sale and rental markets. The commercialization of land was gradual and not universally accepted. Rubber led to conflicts within communities and between members of

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local communities and outsiders, including migrants and commercial planters. These disputes were embedded within local politics and social relations.

Rubber shaped land tenure through two channels. First, it is a cash crop that, if marketable, raises the value of land relative to labor. Second, as a tree crop, the returns to investment in rubber are deferred and the lifespan of the farm may exceed thirty years, making it unavailable for other uses. Together, these create pressure for division and increase the value of successfully contesting rights. The changes that occur and the disputes that arise, however, depend on local context. Individualization of land is only one possible response. Communities may tighten access to the commons, let it become open access, or divide it in one of several ways (Platteau, 2000). The outcome will depend on whether the costs of division are high, social capital is weak, adaptability is limited, the benefits are distributed unequally, or the state intervenes to aid certain interests. Rental transactions generate intra-family tensions, but their meaning is generally agreed upon (Colin and Woodhouse, 2010). The meanings of sale transactions are more contested. Kin and heirs will dispute sales if they are not consulted, and sales are later re-interpreted by the parties involved. Land markets, as a result, remain “embedded” in politics and society.

I contrast Benin with other studies of tree crops in Africa. As in these cases, rubber in colonial Benin encouraged sale and especially rental transactions, as well as sharecropping arrangements between peasant farmers and migrant rubber tappers. Sale in particular was not universally accepted, and these transactions created tensions within communities. Both types of dispute were embedded in other relationships. There are, however, several differences. Notably, since the bulk of migrants in the rubber industry were itinerant tappers, rather than settler farmers, the extent of conflict with Nigerians from outside Benin was limited. Pre-colonial institutions gave peasants greater freedom to appropriate land and chiefs less power to extract revenues from planters than in other cases, notably that of southern Ghana.

I rely on oral, archival, and printed colonial sources. While my focus is on the former Benin Kingdom, I draw on the experiences of other rubber-producing areas of the former Bendel State, especially Ishan (Esan) and Warri. My archival sources are taken from the United Kingdom and Nigeria, and consist mostly of government reports, correspondence, and court transcripts of land disputes.¹ I am able to rely on a handful of printed reports and other secondary sources for information and context.² Finally, I also use 57

¹Specifically, I rely on records taken from the National Archives of the United Kingdom (NAUK) in Kew, the National Archives of Nigeria in Ibadan (NAI), and from the archives of the Oba's Palace in Benin City (OPA).

²Particularly valuable are: Anschel (1965), an agricultural economics dissertation on the industry as it was in the early 1960s; Blanckenburg (1963), a report for the government on rubber farmers in three villages in 1963; Bradbury (1957) and Bradbury (1973), anthropological accounts of Benin based on fieldwork conducted in 1956; Egharevba (1949), a nationalist statement on “customary” law; Rowling (1948), a government report on land tenure in the Benin Province; Upton (1967), who surveyed eleven farmers in each of three villages in Asaba; Usuanlele (1988, 2003), dissertations on deforestation and class formation in

interviews with former farmers, rubber tappers, traders, and laborers who were active in the rubber industry during the late colonial period as sources.³

In section 2, I describe the “baseline” land tenure system of Benin. In section 3, I outline the “treatment,” giving an overview of the introduction of rubber in colonial Benin. I describe my data and the “control groups” that I use to identify the impact of rubber. In section 4, I outline how farmers acquired land for planting rubber, and how this changed over time. In section 5, I show how rubber altered land rights, transactions, and disputes, and discuss the roles played by chiefs and migrants. In section 6, I conclude.

2. RURAL LAND TENURE IN PRE-COLONIAL BENIN

In the Benin kingdom, then, where land is plentiful, the land tenure system is very simple and such control as is exercised over the land is designed to add to the numbers of the village community rather than to secure exclusive rights over its resources (Bradbury, 1973, p. 182).

Edo-speaking Benin was conquered by Britain in 1897. It became part of the Central Province of Southern Nigeria to 1914, when the position of Oba (king) was restored and the Benin Province became part of a unified Nigeria (see Figure 1). In this section, I outline pre-colonial land tenure in Benin. Edo land tenure reflected the abundance of land in the region (Usuanlele, 1988).

2.1. The state. In pre-colonial Benin, all land was said to be “owned” by the Oba. In reality he had few powers over land outside Benin City. Ward-Price (1939, p. 113) commented that the “Oba of Benin is the ‘owner’ of all the land in his district, though his powers over the plots allotted to his subjects are restricted by the principles of justice and reasonableness.” Egharevba (1949, p. 77), similarly, suggested that the king was a trustee, who could make grants on behalf of these people. At the West African Lands Committee in 1912, the chiefs who testified agreed that the Oba administered land through chiefs or community heads (Rowling, 1948, p. 3).

Higher chiefs received tribute and were to be informed of the settlement of new persons. Real ownership was at the village level, with the *odionwere* (senior elder) and *edion* (elders) exercising power over land use and allocation (Bradbury, 1973, p. 181). Blanckenburg (1963, p. 13) wrote that land “has long been controlled by the village head and the elders’ council.” The *odionwere* was responsible for handling “petty or routine” land questions (Ward-Price, 1939, p. 114). Each year, those holding land gave a present, generally produce, to the chief.

colonial Benin, and; Ward-Price (1939), a report on Yoruba land tenure that contains a short section on Benin.

³These interviews were conducted between 2008 and 2009 by myself, Joseph Ayodokun, Monday Egharevba and Amen Uyigue. These were conducted in Edo, English, Ibo, Kwale, Pidgin, and Urhobo, with the help of interpreters. English transcripts of these are available on request.

2.2. Rights of community members. Any member of the community could farm new land without permission, so long as no one else was farming towards the same spot and it had not been farmed in roughly the past eight years (Rowling, 1948, p. 4). Plots were used in the first year for yams and maize inter-planted in rows, and women planted other vegetables around the stumps. In the following year, land was planted with maize and cassava before it was left fallow (Bradbury, 1973, p. 154). So long as only food crops were grown, Blanckenburg (1963, p. 15) guessed that individual families farmed between three and seven acres of land annually. This system worked because land was abundant. Plots were used for only two years, then left fallow for fifteen or twenty. Even as late as the 1950s, some “virgin” forest remained around two of his study villages.

The rights gained by clearing and farming were temporary. Ward-Price (1939, p. 115) wrote that most farmers cultivated for one season only and then moved to a new site. When the cultivator expressed no intention to return, this extinguished any claim. He noted that families did not retain areas permanently; land for food crops was held communally, “as if the whole of the people were one large family.” Fallow land reverted to control of the community, and was not likely to be re-cleared for some years (Bradbury, 1957, p. 45). This does not imply that *farming* was communal. This did not reflect a pre-modern communal ethic, but rather the abundance of land. In 1911, the population density was estimated at only 21 per square mile.⁴

2.3. Land markets. With no permanent individual interests in land, sale markets were absent and temporary transfers such as pledging or rental were rare. Lugard (1914, p. 51) noted that “no individual rights exist or can exist for consideration, except such rights as may exist from clearing or cultivating the soil.” Ward-Price (1939, p. 115) suggested that crops could be sold in the ground, “but there is no idea of a ‘sale’ as regards the land.” In his study villages, Blanckenburg (1963, p. 15) was told that pledging and mortgaging of farms did happen before introduction of rubber in his villages, but that sale was not allowed.

2.4. Outsiders. Edo from outside the community required permission of the *Enogie* (the centrally-appointed head chief, if one existed) or *odionwere* to settle. Gifts given to these chiefs recognized their political supremacy. Ward-Price (1939, p. 115) suggested that the *Enogie* could deny a non-Edo permission to farm without cause. For an Edo stranger, permission of the *Enogie* was needed, but would not be denied. Bradbury (1973, p. 181-182) found in 1956 that strangers who cultivated palms temporarily, settled in the villages or in neighboring “camps,” or who wished to use land without settling were required to obtain permission from the *odionwere*. They presented him with palm wine and, in 1956, small sums of money, which he should share with the other *edion*. These gifts were only a few shillings normally, “for land [was] not a scarce commodity.” Ward-Price (1939, p. 115) wrote that, once food crops were planted by a native or

⁴NAUK, CO 879/117/9-10: West African Lands Committee, Minutes of Evidence, p. 164.

stranger, the planter was secure. He could sub-let his farm, but was not permitted to sell the land if he left the community. Such land would revert to communal ownership.

2.5. Tree crops. Tree crops were a minor feature of pre-colonial tenure. Excepting a few planted kola and deliberately scattered palms, tree crops were a colonial introduction (Ward-Price, 1939, p. 116). Those that grew wild were communal. According to Rowling (1948, p. 9), no exclusive rights existed at all over wild produce, even on land under cultivation. Any village member could reap them. He was also allowed to plant trees wherever he could “find a suitable unoccupied spot on the land belonging to his own village area,” without permission. A non-villager Edo would need permission of the *Enogie*, who could refuse, though refusal was unlikely (Ward-Price, 1939, p. 116). Planted trees were individually and securely owned (Bradbury, 1957, p. 24), and the trees could be sold, though in theory the land was not sold with them. Ward-Price (1939, p. 116) suggested that permission of the *Enogie* was needed, but he would not refuse “as chiefs are always anxious to increase the number of people on their land.” Even if trees were planted illegally, it was considered wrong to destroy crops in the ground. In a 1940 suit, for example, the defendant was found to be owner of the land on which he had planted his rubber, but was ordered to pay £40 and costs to the plaintiff for cutting down the latter’s trees, “because it is against customary rule to destroy growing plants.”⁵

2.6. Disputes. With abundant land, disputes were uncommon. These focused on the political power that came with controlling settlement. In 1918, the Resident wrote that, “this Province had always been singularly free from Land Disputes. This is probably due to the fact that the population is less dense than in other Provinces.” In cases where had seen disputes arise, he reported that “there has been little difficulty in effecting a settlement.”⁶ Bradbury (1957, p. 45), even later in the colonial period, argued that “litigation over the ownership of land as such is non-existent outside Benin City except in a political context where, for example, two *enigie* dispute their common boundaries.” The other exception he identified was disputes over permanent crops.

3. THE SPREAD OF RUBBER IN BENIN

In this section, I outline the spread of rubber in colonial Benin. I describe how I use a sample of 83 disputes over rubber as a source of quantitative data. I also describe comparisons I make between Benin before and after the introduction of rubber, between rubber farms and other plots, and between late colonial Benin and adjacent regions that did not adopt tree crops as widely.

⁵NAI, Ben Prof 8/1/5 Civil Record Book 1934-1935: EHK Obosi of Illah v. Ageture of Illah (1940) 69/40.

⁶NAI, Ben Dist 2/3 BP 446/1916 Land Disputes, Procedure in dealing with: 4 Feb, 1918: Resident Benin to Secretary, Southern Provinces.

3.1. **Origin and spread.** *Para* rubber was introduced to Nigeria in 1895 (Anschel, 1965). Though colonial efforts to promote rubber were abandoned in 1921, Nigerians continued to plant it. From 1934, an international quota scheme kept world rubber prices high. The loss of Malaya to Japan in 1942 pushed British authorities to encourage rubber production. Price controls, compulsion and propaganda were used to encourage tapping and collection, and this spurred planting. By 1948, it was guessed that 25% of Benin Division was planted to rubber (Usuanlele, 2003, p. 161).

Despite negative propaganda and active restrictions, Benin farmers continued to plant rubber after the war. Bradbury (1957, p. 24) reported that rubber and cocoa were the main sources of monetary income in the region. Anschel (1965, p. 87) extrapolated from his own small survey, in which 72.4% of farmers owned rubber, to estimate that in the early 1960s 113,500 farmers owned slightly more than 1.2 million acres of rubber. Exports peaked during the first half of the 1970s, and the industry has since declined.

Rubber was overwhelmingly a smallholder crop. During the mid-1960s, farmers coagulated the rubber they collected mostly into lumps, while some dried them into sheets in the sun or over the hearth (Anschel, 1965, p. 60). Lumps and sheets were sold mostly to middlemen who sold the rubber on to dealers in the larger towns or at collecting points. These dealers brought the assembled product to a small number of exporter-processors who milled the lump into low-quality crepe (*ibid*, p. 61-64).

3.2. **Data.** One of my sources of descriptive evidence is a set of 83 records of disputes over rubber. I also use these quantitatively, in order to better describe the types of conflict that entered colonial courts. I summarize these disputes in Appendix B. For each record, I code dummy variables that capture their characteristics. These are:

- *Embedded*: Whether one of the participants connects the case to another dispute, such as a divorce.
- *Sale*: Whether the farm was ever sold.
- *Rental*: Whether the farm was ever rented out.
- *Pledge*: Whether the farm was ever pledged for debt.
- *Destruction*: Whether trees were destroyed or damaged.
- *Chief*: Whether a chief is a participant in the dispute (rather than simply an arbitrator or court member).
- *Oba*: Whether the Oba has interfered directly.
- *Boundaries*: Whether the dispute includes a disagreement over boundaries.
- *Non-payment*: Whether non-payment of a debt, sale, or rental fee is mentioned.
- *Inheritance*: Whether the right to inherit the farm is disputed or malfeasance by the executor of an estate is claimed.
- *Right to sell*: Whether the right of an individual to sell land is disputed.
- *Strangers*: Whether the case involves individuals from outside the community.

I present summary statistics on these cases in Table 1, and I report the correlations between these characteristics in Table 2.

3.3. Identification. There are four confounding treatments that hit Benin during the colonial period, whose effects may be mis-attributed to rubber: population growth, forest reservation, commercialization of palm produce, and colonial rule. While it is not possible to “control” for these, since my sources are qualitative, I restrict my focus wherever possible to changes that were directly attributed by observers to rubber, or to disputes concerning *Para* farms. For Blanckenburg (1963, p. 14), the cause of individualization, commercialization, and the increase in acreages was clear:

As the system changed, population density played the minor role although today many more people live in the villages than forty years ago. The main factor leading to a real revolution in the land tenure system was the introduction of permanent crops like rubber and cocoa into farming.

For identification, I contrast rubber farms with those planted to food crops, and I note where observers made the same comparison. I also measure Benin against adjacent Afenmai Division and Ondo Province, which were relatively untouched by tree crops. Rowling (1948, p. 12) estimated in 1948 that Afenmai (then “Kukuruku”) had a population density of 74 persons per square mile, or 76 persons if forest reserves were removed, while in Benin District these figures were 63 and 103 persons per square mile. In Afenmai, then, densities were similar but the spread of tree crops was limited. I do not argue that rubber had any characteristics that made its effects distinct from those of other planted tree crops, such as cocoa.

4. HOW LAND WAS ACQUIRED FOR RUBBER FARMS

In this section, I describe how planters in Benin acquired land for rubber, and how this changed over time. I contrast Benin with other cases of tree crops in West Africa.

4.1. Agricultural commercialization in comparative perspective. Land for tree crops in West Africa has often been obtained initially under “customary” relationships, with few cash transfers. Where land was sold early on, buyers’ rights were less restricted than in later periods. Berry (1975) found that cocoa farmers in 1930s Ife obtained land for small presents and a promise to pay symbolic tribute annually. When forest land seemed inexhaustible, chiefs in Akim, Akwapim and Ashanti alienated land to stranger farmers for a lump sum or a proportion of the developed land (Robertson, 1982). As the value of tree crop farms rose, these terms were changed; later planters paid more for land in cash and social obligations and received more restricted rights. Those who granted land to early farmers sought to change the terms of these arrangements in their favor. In Ife, when cocoa began to bear, tribute rose (Berry, 1975). As its monetary value rose, non-cash obligations fell. When forest became scarce in southern Ghana around 1950, authorities demanded regular tribute or rent rather than permitting outright sales. Over time, sharecropping contracts gave fewer proprietary interests to tenants (Robertson, 1982).

Changes over time responded to the interwar depression, the Second World War, and the postwar boom. During the 1930s, producer prices were depressed. During the war, high import prices and government controls reduced real incomes (Martin, 1989). Forced labor recruitment intensified (Crowder, 1985). Commodity producers, ironically, expanded the acreage planted to tree crops. Cash incomes were still needed to meet colonial tax demands, and the returns to other activities fell. In Nigeria, individuals abandoned diminishing urban trade and business opportunities and turned to farming. Similarly, rural traders and artisans devoted more time to farming (Berry, 1975). In Ashanti, cocoa planting continued during the 1940s despite prices that were lower than they had ever been Austin (2005, p. 330). The postwar period, by contrast, was one of boom for many producers, and the rapid expansion of tree crop cultivation drove further changes in land tenure. In cases such as the Divo region of Côte d'Ivoire, the break with the pre-1945 period was dramatic (Hecht, 1985).

Like early planters elsewhere, smallholders in Benin obtained land by clearing forest. This was gained freely or for token payments, though permission of local chiefs was often needed. Edo farmers expanded their holdings over time to make use of fallow land and to lay claim to land that might otherwise be appropriated. Compared with other examples, attempts to extract payments from the owners of mature trees were constrained by the relative absence of stranger planters and customary right of Edo to claim land anywhere within Benin. As in Ghana, efforts to restrict planting were easily evaded, especially during the war. Post-war growth was a less dramatic break with the past than the wartime planting boom (Fenske, 2012).

4.2. How planters acquired land. In Benin, smallholders generally acquired land for rubber freely, by planting trees on their farms after they were done cultivating food crops, instead of leaving them fallow. Rowling (1948, p. 5) stated that a Bini was “free to plant as he will.” In Esan, Rowling (1948, p. 18-19) found no limitations on permanent crops, and if a protest was raised that farmland was getting short, no legal sanction existed to restrict planting. In the three villages he studied, Blanckenburg (1963, p. 14) found that rubber was planted on plots used for food crops during the second year of use. Of the 11 farmers Upton (1967, p. 11), surveyed in each of his three Asaba villages, 100%, 100% and 53% stated that extra land was available for tree crops. The most commonly stated means of acquiring land for tree crops were that it was “freely available” in the first two, and that one would ask the head of the family in the third.

My respondents often stated that they acquired land by clearing forest, and that no permission was needed. For example:

My father has been here for a very long time where ever you are able to cultivate first when it was a virgin forest becomes yours and my father is also a son of the soil so we are native of this village... No they don't have any permission since you are a member of the community, you are free

to open new land and plant any crop. You know the people are very few then but the land is very large then.⁷

Others stated that the *odionwere* had to be informed, though not necessarily about what was being planted,⁸ or that all that was needed was to “buy the elders drinks so that they would pray for you.”⁹ Examples from court cases give evidence that payments were small, though they do not support the view that no permission was needed. The plaintiff in a 1942 suit testified that he bought a plot of land from Evbuomwan and four others around 1933. Knowing that he might plant permanent crops, he gave them 5s and some tobacco. Evbuomwan testified that he had sold the farm with approval of the village head.¹⁰ In a 1958 suit, the plaintiff told the court he had acquired land in 1925 at Oregbene from the elders in return for “kola nuts and drinks,” and then planted rubber and coffee.¹¹

During the 1920s, one colonial officer remarked that there was not much variation in farm size in Benin. He measured fifty farms to get an average of 1.39 acres “for a man and his wife.”¹² The colonial government believed, wrongly, that rubber farms were similar in size. One 1959 report suggested that rubber took up “approximately 300,000 acres mostly in units of one or two acres.”¹³ Before the war, this would not have been misleading. A collection of letters sent between 1942 and 1944 to smallholders who were not tapping their holdings gives a sample of 369 farms that averaged 474 trees each.¹⁴ 90% of these were less than 10 years old. These plantations were largely in Iguoriakhi (32), Okha (19), Idokpa (11), Igbekhue (11) and Ebazogbe (10).

Blanckenburg (1963, p. 16), by contrast, measured seven rubber farms in his study villages and found them all to be much larger. His farmers had, on average, 13.7 acres planted to rubber and 5.5 in food crops. He also cited an unpublished survey of 150 farms that reported 21% were under 5 acres, 46% were between 5 and 11 acres, 25% were between 11 and 20 acres, and 8% were over 20 acres. Ansel (1967, p. 3), similarly, reported that an FAO survey had found 19.1% of rubber holdings in 47 villages of Benin Division were above 20 acres, 41% were greater than 10, and 71.8% were greater than 4. In his own sample, farmers averaged 13.8 acres of rubber in 4.4 plots (Ansel, 1965, p. 87). In the three Asaba villages Upton (1967, p. 11) studied, the eleven farmers in each averaged 8.52, 18.61 and 12.78 acres of rubber.

⁷Interview #6.

⁸Interview #8.

⁹Interview #12.

¹⁰OPA, Benin Civil Court 1942 No. 138, #129/42 S.A. Obaseki of Benin v. Isibor of Benin.

¹¹OPA, File 35/58, J.J. Idehen v. J.E. Edokpolor.

¹²NAI, CSO 26 09125 Assessment Report on Benin Division by Nevins, DO.

¹³NAI, AR8 A1b: Annual Report of the Ministry of Agriculture and Natural Resources (Extension Services Division); 1958-59.

¹⁴NAI, BP 2287: Rubber Farms Taken Over by the Government.

This growth in size was facilitated by the practice of planting food farms to rubber when they would otherwise have been left fallow. Several of my respondents stated that their farms were built up gradually. For example:

What we did was to plant part of our farmland with rubber each year. This piecemeal type of planting continued until we finally felt that we had planted enough rubber.¹⁵

This suggests that rubber increased farm size for technological reasons; in a land-abundant environment, labor limited the acreage that could be used in any season, while depletion of soil fertility kept food crops under cultivation for only one or two years. Rubber could continue to bear for many years, and it was possible for smallholders to profitably tap it using either their own children or by employing sharecroppers.

Usuanlele (2003, p. 103-4) adds a political economy explanation. As chiefs abused their positions, converting communal lands into private holdings, peasants responded by appropriating communal land for themselves and their children. Planting rubber was one means of gathering as much land as possible. Though farmers' motivations cannot be observed directly, this interpretation is consistent with the pressure that did exist on land during the 1930s and 1940s, the secure rights that could be established by rubber planting, and the statements of Blanckenburg's (1963) respondents (p. 20) that they increased the sizes of their farms in order to leave as much land as possible for their children. Usuanlele (2003, p. 105) adds that farm sizes increased during the depression of the 1930s, as incomes fell but tax demands did not, inciting expanded cash crop production. These larger farms have persisted; recent surveys have given average rubber holdings of 5.73 acres (Agwu, 2006) and 14.01 acres (Mesike et al., 2009).

In the 1920s, officials reported minimal inequality, as differences in farm sizes were offset by varying soil quality.¹⁶ Blanckenburg (1963, p. 8) believed that, in the 1960s, change was imminent. At the time, the only major differentiation was between farmers and Ibo tappers. In his sample, rubber holdings ranged from 8 to 25.5 acres, dependent on how long ago it had been planted, and he believed this would soon become a source of status (p. 16). The extent of land taken was limited by the ability to recruit labor with which to clear it; one respondent told me that, since his friend's father had more sons than his own father, his friend's father's farm was larger.¹⁷ Rubber, then, intensified existing inequality.

Respondents frequently stated that they had not had disputes over their rubber farms, because they were careful to use fire-resistant trees to demarcate their boundaries.¹⁸ According to one interviewee:

¹⁵Interview #23.

¹⁶NAI, CSO 26 09125 Assessment Report on Benin Division.

¹⁷Interview #14.

¹⁸Interview #2.

According to the tradition of the land in this Imasabor village nobody has boundary dispute because our fathers used life trees to mark their boundaries except now that greed is setting into people in other community because they have people in power would try to shift the boundary we share with them but within our community it can't happen.¹⁹

Despite these precautions, conflicts did occur. Roughly 15% of the disputes in my sample involve disputes over boundaries (Table 1). In a 1936 case, the plaintiff claimed that he had been driven out by the defendant eight years before. On finding the bush cleared in 1935, he had left a *juju* (magical object) in the farm until the defendant's father begged him to remove it. The plaintiff then planted rubber in the plot, while the defendant planted yams. The year of the suit, the defendant cleared an adjoining portion and planted rubber, telling the court that pineapple and kola trees marked the boundary.²⁰

4.3. Changes over time. As fears arose that land was becoming scarce, and as the value of these farms became apparent, village authorities attempted to extract rents from new and existing planters. Dibia Afam, a farmer in the Asaba Division, found that he had been able to acquire land freely for planting rubber during the late 1930s and early 1940s, but once his farms matured his relatives demanded he pay them £1 annually.²¹ Attempts to strategically evict stranger planters will be discussed in section 5.

The Great Depression and Second World War affected the acquisition of land for rubber plantations in Benin differently than elsewhere. It was during the 1930s that the expansion of rubber cultivation first became notable. As other sources of income dried up and colonial tax demands remained persistent, rubber became attractive. This was similar to other cases of tree crops in West Africa. Particular to rubber were the relatively high prices maintained by the International Rubber Regulation Agreement. Further, as pointed out above, Edo smallholders faced a specific pressure to use rubber farms as a method of making permanent claims on communal land (Usuanlele, 1988, p. 249-254).

The growth of rubber plantations during the 1930s was restricted by the 1937 Permanent Crops Order. This was supported by both the Agricultural Department and by the Oba, due to fears about food security and the privatization of communal lands (Usuanlele, 1988, p. 146-147). The order required individuals to obtain the consent of the *odi-onwere* and the Oba before planting tree crops.

These restrictions did not survive the war. In contrast to the producers of other export crops during the war, Nigerian rubber farmers saw their terms of trade improve; the price paid for rubber rose faster than import prices. Despite these gains, wage rates also increased, and so farmers whose household labor was insufficient left their farms under-utilized (Fenske, 2012). The war brought a boom in rubber planting because of

¹⁹Interview #14.

²⁰OPA, Obajere Native Court 1936 (No. 282), #204/36 Chief Iduseri of Ogheghe v. Ebose of Ogheghe.

²¹NAI, Ben Prof 1 BP 203/706, "Dibia Afam, petition from."

greater prices and further pressures towards land appropriation; by 1948, a quarter of Benin Division was under rubber (Usuanlele, 2003, p. 161-163). The colonial state worried this expansion would leave Benin vulnerable to a postwar price collapse and made land unavailable for food crops. The state could not, however, convince farmers to share these worries or effectively enforce the Permanent Crops Order. By the end of the war, it had become ineffective (Fenske, 2012). Attempts to revive it failed in Benin. Local ordinances restricting planting were passed in Warri Province, but were successfully evaded by local planters (Fenske, 2012).

5. THE IMPACT OF RUBBER ON TENURE AND CONFLICT

In this section, I outline the impact of the spread of rubber in Benin on the development of land rights and land transactions, with a particular focus on sale and inheritance. I discuss the role of chiefs and “strangers” in this process, and contrast these patterns with those observed in areas that were relatively untouched by the cultivation of tree crops. Throughout, I describe the disputes that arose from these changes and I highlight the implications of these patterns for agricultural commercialization in general.

5.1. Agricultural commercialization in comparative perspective. Besley (1995) refers to African tenure systems as “Lockean,” arguing that investments such as tree crops create rights in land. Tree crops in Africa have led to more individualized holdings during the generation of the original planter. This has been true, for example, in the Akan regions of Ghana (Benneh, 1970), in the Nigerian cocoa belt (Berry, 1975), and in the coffee-growing parts of Côte d’Ivoire (Kobben, 1963). Due to inheritance systems and labor arrangements that give proprietary interests to multiple claimants, individualization is often reversed over time (Berry, 1988).

Trees also spur land markets, but these remain socially embedded and the prices paid do not fully reflect productive value (Colin and Woodhouse, 2010). Land is transferred through a wide range of transactions, including sales, inheritance, leases, pledges, and sharecropping. In the Oumé District of Côte d’Ivoire, for example, early transfers were “sale in the classical sense, subject to manifestations of respect and gratitude,” but today the death of a patron leads to renegotiation and demands for more cash. Duties of gratitude remain important in securing a migrant planter’s legitimacy (Chauveau and Colin, 2010).

Tree crops have led to disputes. Many arise because land markets remain “embedded”. Because several mechanisms of acquiring rights over trees do not extinguish existing claims, the distribution of land depends on individuals’ abilities to exercise claims rather than on formal rules (Berry, 1988). Participants draw on social relationships, including descent, marriage, ethnicity, and patron-client ties to defend their rights. A Yoruba cocoa farmer’s heir may have rights that conflict with those of his wives, sharecroppers, or other children who worked the farm (Berry, 1989). The right to transfer land

to outsiders has been particularly contested. In Oumé, these conflicts are largely between the village or district heads who were the early grantors and the heads of smaller family groups who made later transfers (Chauveau and Colin, 2010).

Rubber in Benin increased the permanency of land rights. Rubber farms could be alienated temporarily, by rental, pledge, or sharecrop, or permanently by sale or inheritance. Disputes arose especially from the sale of rubber farms. The alienability of these farms was not immediate, and farm owners' rights were contested by other community members. In Benin, observers noted that disputes over tree crops were a problem. These were caught up in other social conflicts. These outcomes mirror other cases of tree crop production, and support the conclusion that these West African experiences are generalizable.

The influence of chiefs has differed across cases of commercialization. In southern Ghana, chiefs profited from cocoa cultivation. They held allodial title to lands within their jurisdiction, and could demand payments from both stranger and non-stranger planters (Benneh, 1970). Amanor and Ubink (2008) charge that Ghanaian chiefs have frequently re-interpreted custom in their favor. These re-definitions have excluded the poor, and have converted past sales into leases. This has been accomplished with the help of the state; the power of chiefs over land is written into the Ghanaian constitution (Amanor, 2008). Chiefs in southern Ghana now sell land for commercial purposes without surrendering ultimate control of it (Boni, 2008). In the Nigerian cocoa belt, by contrast, chiefly powers were more limited. Yoruba chiefs were consulted when transactions occurred, and presided over land disputes. They did not, however, own land apart from what they acquired on their own or through their families (Berry, 1975). Similarly, chiefs in Côte d'Ivoire were restricted by the government's support for migrant planters (Berry, 2008).

Despite his nominal ownership of all land in Benin, the Oba was not able to convert smallholder planters into a major source of revenue. Although local chiefs collected fees from planters, these were small and ad-hoc. Edo chiefs were, however, active as planters, as participants in disputes, and as arbitrators. Many of their rights were entrenched under colonial law, especially through the system of Native Courts.

Three factors help explain these differences. First, what took place under colonial rule was shaped by what existed before it. The pre-colonial right to take land freely throughout Benin limited the claims that could be made against Edo planters, stranger or otherwise. Second, the absence of a class of non-Edo planters limited extraction, since itinerant tappers had more power to seek out favorable agreements and leave if these were altered. Third, rubber planting only expanded throughout Benin after the colonial state had become relatively entrenched (Fenske, 2013). Chiefs' attempts to control planting could be reviewed by colonial officials, who could check abuses and who attempted to regularize these powers through legislation such as the Permanent Crops Ordinance.

Migrants in West Africa have acquired land through “economic” relationships that also entail subordination, dependence and “patron-client” ties (Berry, 1989). Sales to these strangers have been reinterpreted later as customary tenancies. Conflict emerges between descendants of landowners and planters. Suppliers of land in Ghanaian *abusa* contracts see these as labor hire agreements, while suppliers of labor view them as land leases (Robertson, 1982). Conflicts within African communities have focused on grants made to outsiders. In Oumé, urban returnees since the 1980s have pressured family heads to recover land transferred to migrants (Chauveau and Colin, 2010).

Migrants who entered Benin throughout the colonial period were a source of both rent and resentment, but few of these came to plant rubber. The stranger planters that did exist had more limited rights than locals and faced opportunistic eviction. The ethnic dimension of these conflicts was muted. Most tappers were migrant Ibo, and conflicts with these communities focused on political control, not land. This contrasts with the major role of migrant planters in Ghana and Côte d’Ivoire. Conflicts between locals and migrants were less pronounced in Benin, because most migrants did not make permanent claims rivaling those of potential local planters. More mobile than planters whose capital had become fixed, itinerant tappers were less vulnerable to reinterpretation of initial agreements.

5.2. Changes in land rights. In contrast to the lack of recognition of rights over fallow land, rights over rubber farms were more permanent. Ward-Price (1939) found no recognized rights in fallow during the early 1930s. After the war, the Oba told Rowling (1948, p. 4) that “whatever the position of old, when land was plentiful and strangers few and when no one therefore bothered over claims to fallow, the spread of permanent crops which have enchanced [sic] the value of land as well as growing fears about shortage, are leading to insistence upon them.” Only the rights secured by planting tree crops appeared to have permanency (p. 6). Fallow land no longer reverted to the community (Blanckenburg, 1963, p. 14).

Land ownership became less communal, and gave the planter or his family more exclusive rights over the land. Ownership of land under rubber held in practice, though not in theory, and the family became the landholding unit (Blanckenburg, 1963, p. 14). Egharevba (1949, p. 79) highlighted the development, writing that a “change is, however, coming over the whole system of land [t]enure. More and more, the right of each man to ownership of his land is being recognized ... and this is largely due to the permanent crops put down.” The permanence and exclusivity created by planting tree crops explains why rival claimants to a plot of land often destroyed a planter’s trees. More than a quarter of the rubber disputes in my sample involved trees that had been burnt, uprooted, or otherwise damaged (Table 1).

5.3. Changes in land transactions.

5.3.1. *Inheritance.* Before the spread of rubber cultivation, a son would inherit only standing crops and the right to continue in an area under cultivation (Rowling, 1948, p. 8). Even the Oba recognized that by 1948 this had changed. By the 1960s, rubber was among the inheritance to be divided (Blanckenburg, 1963, p. 20). One petitioner wrote to the government during the 1930s to appeal a case in which he had sued for his late father's cocoa trees, pear trees, thatches and rubber trees, and had won all but the "most valuable one – the rubber trees."²²

Today, forest clearing has been replaced by acquisition through inheritance. This is apparent from modern surveys. Of 23 of my interviewees classified as "farmers," 10 stated that they or their parent had cleared the land from virgin forest, 3 had obtained it freely or from the community, 6 had inherited the land, one had acquired land through a mixture of inheritance and clearing, and the rest either did not know, did not answer, or listed other methods. Agwu (2006), by contrast, in a recent survey of 50 rubber farmers, found that 76% acquired their land through inheritance, 16% through rental, and 8% through purchase.

Joint inheritance was less prevalent than in other parts of West Africa, as Benin had a tradition of primogeniture. A man's ancestral house was the exclusive property of his eldest son (Ogbobine, 1974, p. 36). The eldest son also received the bulk of the deceased's remaining property (Ugiagbe et al., 2007). This principle was applied to rubber plantations; a man who wished to divide his rubber farms while still alive would be obligated to leave at least one for his eldest son (Rowling, 1948, p. 8). Typically, the eldest son would inherit the largest portion, with the rest divided amongst the remaining children (Blanckenburg, 1963, p. 20).

Inheritance, then, had less power to convert holdings into family property. According to one respondent:

[A]s long as the initial owner of the rubber was alive he claim ownership of the rubber trees. But if such a person die and the children have to inherit they must sub divide the plantation and that is very common so you could have a plantation that is own by one person but subdivided into individual children as owner.²³

Several of my respondents denied that communal ownership of rubber farms was possible, affirming instead that all were owned individually.²⁴ Another referred explicitly to the division of his father's plantation when he inherited it.²⁵ Indeed, one motivation for increased farm sizes was the fear that inherited farms would be fragmented into portions too small to support a man's children (Blanckenburg, 1963, p. 20). This difference from other cases of tree crops in West Africa demonstrates that the probability of

²²NAI, Ben Prof 1 BD 65 Vol 11: Petition Benin Native Court: Osionwanwri to DO, Benin c. 1936.

²³Interview #13.

²⁴Interviews #1, 5, 8, 9, 11, 20.

²⁵Interview #15.

a reversal of individuation depends on the norms of inheritance that exist prior to the commercialization of tree crops. Where joint inheritance is uncommon, this reversal is less likely.

Even so, conflicts occurred between heirs. Roughly 7% of the cases in my sample concern inheritance disputes. In a 1947 suit, the plaintiff told the court that his father had three rubber farms which, along with a goat and £4, were given as bride price to the defendant. Since his father's death, the defendant had been "troubling" the plaintiff with *juju*, though she claimed to have planted the farms herself. The court found for the plaintiff on the grounds that the property had not been shared on his father's death.²⁶

Conflicts over rubber were embedded in social relations. In Table 1, a little more than a tenth of disputes over rubber in my sample were explicitly connected by participants to other ongoing conflicts. In an otherwise unremarkable dispute from 1944, the plaintiff believed the defendant bore malice towards her because his daughter had married her ex-husband.²⁷ Table 2 shows that cases involving inheritance were particularly intertwined with other disputes. The plaintiff in a 1946 case told the court that, after the death of their mutual father, the defendant had inherited three rubber farms. On learning that he was born to a different father, she sued to recover these. The defendant replied that "[h]e was my father before he died," and claimed to have paid £4 of his adoptive father's debts, while the plaintiff had only paid £3. After losing the case, he petitioned the District Officer for a review on the grounds that his expenses in maintaining the farms had not been considered, and that twelve years of "filial duties" to his late adoptive father had gone uncompensated.²⁸

The archival record is too sparse to make generalizations about the impact of rubber on the status of women. One case heard in 1944 reveals some of the unique challenges they faced.²⁹ The plaintiff sued for a rubber farm, but the defendant claimed that it had originally belonged to her father, who had died eleven years before. The plaintiff enlisted the defendant's former husband as his witness, but on cross-examination he admitted his testimony was motivated by their divorce. The defendant told the court that after the divorce, she had gone to Lagos. She had returned to visit seven years before the case, and found the plaintiff digging ridges for his yams. She "told [her] people," but her new husband would not let her return to Benin until she had borne him a child. When she came back four years before the case, she sued the plaintiff successfully in the ward council. On inspection, the plaintiff's witnesses were hostile to the inspector, while Chief Edohen "who [was] the landlord, denied knowing [the plaintiff] as the owner of the plantation in dispute." The court remarked that the plaintiff was obviously making

²⁶OPA, Egbede NC 1946 # 310: #10/47 Azalakian of Ebue v. Ehigiamusoe of Ebue.

²⁷OPA, Appeal Civil Record Book #244, Case A 223/44 Edegbe pf Benin v. Inomwan of Benin.

²⁸NAI, BD 430 285: Petition re: Oba's court civil case.

²⁹OPA, Court Cases 1944 #90: #1127/44 - Edegbe of Benin v. Imemwan of Benin.

his claim because the eldest child of the plantation owner was a woman, dismissing his case.

5.3.2. *Sale and mortgage.* Once planted, permanent crops could be alienated by sale, pledge or mortgage (Bradbury, 1957, p. 45). Rowling (1948, p. 6) reported that an Edo was “free to do what he likes with crops of all kinds,” and could sell, pledge or mortgage these, though there were restrictions on alienation to a non-Edo. The Ekiadolor Central Court in 1940 upheld that consent by Village Council or *Enogie* was not needed for sale to a “freeborn man of the village” (*ibid*). Should a stranger wish to leave the district, he was free to sell to a “native of the soil” (Egharevba, 1949, p. 79). By contrast, I have only found one example of a sale of land not planted to permanent crops.³⁰

Mortgages of rubber with foreclosure dates were practiced, as were pledges that gave the lender use rights until the principal was repaid Rowling (1948, p. 6). One petitioner claimed in 1941 that he had loaned his friend £15 to buy three farms, which was to be repaid via the sale of rubber sheets. It was agreed that, should the friend fail to repay, the farms were to become his. This happened, and he had successfully sued for the farms at the Benin Native Court.³¹ In Agbor, by contrast, pledging of rubber was rare (Rowling, 1948, p. 28).

Important reasons for sale were to raise money for payment of bride price, building of a house, or for the education of children (Blanckenburg, 1963, p. 15). Purchasers were mainly farmers short of land, and farms with high yielding trees were less frequently sold than low-yielding or young, untapped farms. The price paid depended on supply and demand as well as on the personal relationship between parties and characteristics of the plot (*ibid*). From primary and secondary sources, I have collected 19 examples of farms in which I know both the price paid and (roughly) the year of the sale (see Appendix A). While the sample size makes inference difficult, I have plotted these in Figure 3 along with the running mean of the price per farm. The results are consistent with the interpretation that, from the beginning of the Second World War on, the sale prices of farms were increasing in Benin alongside the the rising price of rubber. Rising consumer prices after the late 1930s, however, may have eroded much of the real benefit to farm owners.³²

Conflicts arose especially from sales; in Table 1, nearly a third of rubber disputes in my sample involved plots that had been sold. A little over 5% had been pledged. As in

³⁰Udo Native Court 1922 #227: #95/22 – Enbokwohesu v. Diajbonya.

³¹NAI, Ben Dist 1 BD 28 Vol 11 Oba’s Court Appeals; 22 Nov 1941: Petition by Guobadia.

³²I am not aware of a consumer price index for Nigeria that would allow adjustment for inflation. If these figures are deflated using the cost of living estimates from Frankema and Waijenburg (2012), there is a positive uptick in real farm prices during the early 1940s, though the series is truncated after the war. Deflating farm prices using the nominal wages for Lagos reported by Frankema and Waijenburg (2012) or the consumer price index for Ghana calculated by Bowden et al. (2008), the series is flat after the mid-1930s. If the export price of rubber reported in Figure 2 is similarly deflated, it also shows no positive trend.

other parts of Africa, many of these involved the family members of the original seller attempting to reclaim land that had been lost. One petitioner wrote in 1941 that he had purchased a farm of 412 trees in 1938 for £2/10, and had since added more and put identifying marks on these. When the seller died, another man claimed the property. The petitioner asked that he be made to take an oath to support his claim.³³ Another petitioner in 1937 complained that his father had bought a farm from Ije, and that he had completed the purchase price after his father's death. "The present boom in rubber prices," however, had "caused the family of Ije to make a try to wrest the rubber plantation from [him]." They sued for eviction in 1937, and the petitioner won, but then another relative sued him to cease tapping operations.³⁴ The defendant in a 1954 suit had bought her farm land from one Igbinovia in 1947, with another man Fakaukun present as witness. After she deserted her husband, Fakaukun sold the farm to M.C. Ishola Coker, who sold it to the plaintiff for £25 in 1954. The court found no evidence Fakaukun had ever owned the farm, and decided for the defendant.³⁵

Other disputes highlighted questions about who had the right to sell. Trees alone did not confer sale rights. Social status also mattered, as in Berry (1989) or Goldstein and Udry (2008), because claims had to be pursued in social venues. One petitioner in 1942 claimed that Chief Iyamu falsely pretended to have bought a farm from his father for £10 and then re-sold it for £30 while their dispute was in court. The petitioner argued that he, not his father, had planted the trees and that he had a document showing he had even rented out the farm before the dispute.³⁶ In a 1944 suit, the defendant claimed to have bought a farm the year before. The lower court, District Officer and Resident, however, all felt he needed the permission of the Oba and *odionwere* to make the sale.³⁷

Sale was not universally accepted, and farm owners' alienation rights were contested by others. I classified 23 of my respondents as "farmers," though most had worked as children on a parent's farm during the colonial period. When asked if they or their father could sell land, eight avoided the question and answered that their father would never sell land. Four more similarly responded that he had not sold any. Two responded yes, and four more made the distinction that trees could be sold, but not land. One told me that:

No we don't sell land in our culture, all a father will desire is to pass his land to his children as inheritance.³⁸

³³NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals: 23 Nov, 1941: Letter to District Officer.

³⁴NAI, Ben Prof 1 BD 65 Vol 13: Petitions Benin Native Court. 30 Jan, 1937: Chief Ezoumunoglu to District Officer.

³⁵OPA, Court Proceedings Record Book 1954-55 #52, #843/54 A Izenbokun of Benin City v. Igberiohene of Benin City.

³⁶NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals, 28 Aug, 1942: Idahosa of Benin to DO, Benin Division.

³⁷OPA, Benin Divisional Court 1944 #130, A235/44 Edeoghoman of Ogbeson v. Awotu of Ogbeson.

³⁸Interview #5.

29 of 78 rubber farmers in Ansel's (1965) sample said they may not sell without seeking permission of village elders. Blanckenburg (1963, p. 15) found it hard to find information about sales; only two general informants at Owe confirmed their existence, none of the nine farmers there said they knew anything about sales, and the topic was "not discussed openly." At Okuor, the subject was similarly taboo. Only one young farmer declared he had bought three rubber farms. After the first sales at Okuor, the elders' council prescribed that land should be sold only within the family, but this was not observed. At Ova, the "best located" of his three villages, the topic was more frankly discussed, with sales dating back to roughly 1944. In Esan, Rowling (1948, p. 19) reported that attempted sale or mortgage could result in eviction. None of the three villages Upton (1967, p. 15) studied had land sales. None of the farmers he interviewed believed it was "right" to sell land (p. 65), because it was not customary, because it belonged to the community, because it was inherited, and because there was not enough land.

5.4. **Chiefs.** Chiefs were both planters and participants in disputes. In Table 1, roughly 15% of disputes in my sample include chiefs as participants. In a 1938 petition, the complainant claimed that he had sued Chief Elema over a plantation and had won in court after being made to take an oath.³⁹ The Benin Civil Court decided in 1942 that several chiefs at Uteh, including the *Enogie*, had conspired to deprive the plaintiff of land on which the defendant had planted rubber.⁴⁰ The *Enogie* of Oghehghhe turned to the courts to settle his dispute with a fellow villager.⁴¹

Chiefly claims over land were recognized in British legislation. One third of timber royalties, for example, went to village heads (Rowling, 1948, p. 11). Similarly, local chiefs were able to collect revenues from the communal rubber plantations established before the end of the First World War, and could demand rents from strangers such as the Urhobo and Isoko who worked palm produce. The PCO, mentioned above, formalized the requirement that the *odionwere* consent to the planting of tree crops by "strangers." Further, chiefs attempted to use indirect rule to formalize their authority. The Etsako council in Kukuruku Division, for example, passed a resolution in 1942 stating that land was held on behalf of the village by the council, that the council were the proper lessors of any land, and that the leading members of the council should sign any lease to show the council's consent.

Chiefs presided over Native Courts. A 1941 petitioner seeking to foreclose on three plantations offered as surety for debt complained that the debtor was "very friendly" with one of the court members, and had thus been able to forestall a bench warrant by appealing to the Oba's court.⁴² Similarly, one Idahosa of Benin in 1942 wrote to the

³⁹NAI, Ben Dist I BD 65 Vol 20 Petition Benin Native Court, 12 Jan 1938: Obaduyi of Benin to Reviewing Officer.

⁴⁰OPA, Benin Civil Court 1942 #290: #1705/42 - JE Obaseki of Benin v. Erhabor of Benin.

⁴¹OPA, Obajere NC 1936 #282: #204/26: Chief Iduseri of Oghehghhe v. Ebose of Oghehghhe.

⁴²NAI, Ben Dist I BD 28 Vol 11 Oba's Court Appeals; 22 Nov 1941: Petition by Guobadia.

District Officer that he was involved in a dispute with Chief J.O. Iyamu of Benin over his father's rubber plantation. While Iyamu claimed to have bought the plantation for £10, Idahosa did not believe that his father would have sold it for so little. He charged that Iyamu "at one time a court clerk, knows how to make case, and knows also now to twist matters to suit his whims and caprices."⁴³

Chiefs used these courts to defend their rights. In 1940, the Oba advised the Village Council of Uhen to sue several non-natives accused of planting cocoa and farming without their consent in court, which they did successfully.⁴⁴ This was not always their first course of action – the elders of Eferufe had initially attempted to stop the defendant in a 1940 suit from farming without their permission by placing a *juju* in his farm. Only after he persisted did they sue.⁴⁵

Courts were only one venue in which these cases were resolved. One respondent described a dispute that involved his father:

When my father brush the forest he too also brush the forest by my father side and they both planted rubber on their farm after many year the man said the boundary is not where it was before, claiming that part of my father's farm was his own... We have *odionwere* in this community the matter got to the *odionwere* and the community make peace between both of them.⁴⁶

Individuals, then, had to navigate local politics to press their claims. Samson Odia petitioned the District Officer in 1937, writing that he had sued two persons for damages to his rubber farm on land they claimed. When his first case was dismissed, he appealed to the Oba, who sent inspectors he considered unsuitable. When he asked that chiefs be sent instead, he was upbraided. He found the two defendants discussing the inspection with Chief Oliha at his house; though the Iyashere had awarded him £10, Chief Oliha "being already prejudiced" upset this.⁴⁷ The other parties, for their part, claimed that they objected to the Iyashere "alone" agreeing to award £10 to the plaintiff on his swearing an oath, against the objections of other chiefs.⁴⁸

Chiefs often remained responsible for land grants and frequently asserted the right to approve of alienation. The plaintiff in a 1940 suit told the court that he had brought 2 bottles of schnapps and 20 kola nuts with him when he received land from the elders.⁴⁹ In a 1938 suit, one witness told the court that the land was "sold with consent of families. I am head of family and nobody could sell land without my consent."⁵⁰

⁴³NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals, 28 Aug, 1942: Idahosa of Benin to DO, Benin Division.

⁴⁴OPA, Usen NC 1939-41 No 306, #274, 275, 277 and 282 of 1940: VC Uhen v. Ehaga and ors of Uhen.

⁴⁵OPA, Usen NC 1939-41 No 306, #201/40: BNA v. Eferufe.

⁴⁶Interview #17.

⁴⁷NAI, Ben Prof 1 BD 28 Vol 6: Oba's Court Appeals: Petition of Samson Odia, 25 March 1937.

⁴⁸NAI, Ben Prof 1 BD 28 Vol 6: Oba's Court Appeals: 25 March 1937: Igiebor and Iyigue to DO Benin City.

⁴⁹OPA, Benin Civil Court 1940 #137: #3586/40, Okungbowa of Benin v. Umeoghisen (?) of Benin.

⁵⁰NAI, Ben Prof 8 1 9 Civil Record Book 1936-1938: Obaze of Benin v. Osague of Benin (1938) 58/38.

Benin chiefs also retained a role in settling disputes outside the courts. The plaintiff in a 1940 suit told the court that he first went to the elders when the defendant damaged his kola trees.⁵¹ Similarly, the plaintiff in a 1953 suit went first to the senior in his camp when the defendant unlawfully tapped his rubber.⁵² The plaintiff in another 1942 case told the court that he had originally gone to the ward council when the defendant tapped his rubber. The council had been unable to render judgment when the defendant was not satisfied that the plaintiff's witness only swore one *juju*. They reported this to the Oba, who advised the plaintiff to sue, which he did successfully. Many other examples exist in which claimants went to the local chiefs for dispute resolution, to show them their boundaries, or lodge their complaints before coming to court.⁵³ Elders' testimony was also used by others to defend uphold their claims in court. The defendant in a 1942 suit used the fact that the elders had approved his ownership of a rubber farm to convince the court that the plaintiff had created a false claim against him.⁵⁴

In particular, the people of Benin often sought the assistance of the Oba to defend their interests. His intervention in the cases in my sample is relatively rare (Table 1), and was particularly likely in cases involving strangers (Table 2). In 1926, the people of Aduwawa complained to him that one Obasohan, an Ehor cocoa and rubber planter, had extended his farms and uprooted their yams.⁵⁵ In 1935, similarly, one Aghaedo wrote to the Oba and to the District Officer that, after his father died, a group of "troublesome people" had gathered together to bar him from farming. He wrote that these men had also bothered his father in the Native Court, until he received the assistance of several chiefs, including the Oba Eweka II. This time, he only wished to alert the Oba that "some of the villagers or Benin may trouble me because my father died. So I draw your attention before such quarrel in case it appears in future."⁵⁶

5.5. Strangers.

5.5.1. *Tappers*. Non-Edo migrants were typically tappers, not planters. They were mostly Ibo, with some Urhobo. Rubber farms were often rented or sharecropped out to these tappers, since smallholders frequently had more acres under rubber than their family labor would allow them to exploit. Examples from court records include a farm rented since about 1937 on which the rent since 1943 had been £15 pounds per year,⁵⁷ a 1,000

⁵¹OPA, Egbede NC 1940-41, #204: #315/40 Ihasuyi of Ebhor v. Akorobo.

⁵²OPA, Egbede, Ohuan NC Criminal record 1953-54, #117: #182/53 Parties illegible.

⁵³e.g. OPA, Benin NC 1939 #221: #2051/39: S.O. Bazuaye v. Argbe both of Benin, or; Benin NC #315/1945-56: #480/46, Ojo of Benin v. Evbobome of Benin, or; Benin Civil Court Record book 1941 #15: #727/51 (1951 case inserted between pages 94 and 95 of 1941 book).

⁵⁴OPA, Benin Civil Court 1942 #138, #425/42 J.C. Edebiri of Benin v. Okhasuyi of Benin.

⁵⁵NAI, BP 111/1925 Appeal Against the Oba's Judicial Council, 8 Feb, 1929: Obasohan to Resident and 26 March 1929: Oba to Resident.

⁵⁶NAI, Ben Prof 1 BD 65 Vol 7: Petition Benin Native Court, 17 Oct 1935: Aghaedo to DO Benin City and 16 Oct 1935: Aghaedo to Oba.

⁵⁷OPA, Benin Native Court #315, 1945-46: #252/46 Ayi Belo of Benin v. Amadasun of Benin.

tree farm rented around 1936 for £7 per year,⁵⁸ or prices per year per tree – 2d in 1939,⁵⁹ 3d in 1937,⁶⁰ or 2d during the late 1940s.⁶¹ The Benin Native Authority rented out rubber. In 1929 it reduced the rent on a farm let out to £2/10 for two years.⁶² The Obi of Agbor coordinated the lease of eighteen farms totalling 17,407 trees to the Bata Shoe Company at 4d per tree in 1946.⁶³ Osagie (1988, p. 55) cites one example of 172 trees let out in Esan at 6d per tree for one year, with a promise that the rent would double if the rubber were “roughly tapped.”

Many smallholders let out their farms on a one half share system. Colonial officials worried that these short-term arrangements did not give tappers adequate incentives to maintain the health of their trees. The Production Officer in 1945 complained that “a lot of time [had] been wasted training men, who leave within a few weeks generally because of some dispute between the Tappers and the Owner regarding remuneration.”⁶⁴ A 1959 report by the Ministry of Agriculture claimed that:

The main concern of these itinerant tappers is the maximum of profit in the short term for the minimum of expenditure of time and effort. The trees have been dreadfully mutilated, maintenance is neglected and the farms are consequently liable to have fires through them during the dry season...The majority of farms have been almost completely ruined by bad tapping.⁶⁵

Blanckenburg (1963, p. 17-18) echoed these concerns, claiming that many Ibo only stayed for a few months and that farmers found supervision to be useless, since a tapper who was too harshly criticized would leave. Only 8 of 14 farmers he asked were satisfied with their tappers’ methods (p. 23). The contract cited above in which rents would rise if the trees were harmed suggests, however, that farmers were aware of this problem and gave tappers incentives to behave properly. Further, former tappers told me that they would tap for the same farmer for many years, and so this repeated interaction could produce better outcomes than in a one-shot game.⁶⁶ Similarly, farmers could supervise the work of tappers by checking whether the trees they tapped were healing correctly.⁶⁷

The disputes that arose from rentals, as in other parts of Africa, centered more on conditions and on non-payment than on their legitimacy. In Table 1, a little over 15% of the

⁵⁸OPA, Benin Native Court 1938-39 #212, 178/39, Ikehen of Benin v. Ihabowa (?) of Ologbo.

⁵⁹OPA, Benin Civil Court Record Book 1941 #15, #179/1940, Amadasun of Benin v. A.B. Suberu of Benin.

⁶⁰OPA, Benin Native Court 1938-39 #212, 521/39: Joseph Obazie of Benin v. A Wilkey of Benin.

⁶¹OPA, Benin Native Court 1949 #206, 841/49, Ojo Osagie of Benin v. Avibayor Oniawe of Benin.

⁶²NAI, Ben Dist 1 14 24 29 Oba’s Judicial Council: Minutes of Council Meeting 10/12/1929.

⁶³NAI, BP 1273: Rubber Industry Benin Province: 30 Aug, 1946: DO Asaba to Resident Benin.

⁶⁴NAI, WP 149 rubber production. 23/4/1945: Production officer to residents Warri and Benin.

⁶⁵NAI, AR8 A1b: Annual Report of the Ministry of Agriculture and Natural Resources (Extension Services Division). April-March 1958-59.

⁶⁶Interview #25.

⁶⁷Interview #1.

rubber disputes in my sample involved land that had been rented at some point, and roughly one tenth involve strangers. Similarly, disputes involving land that had been pledged were particularly likely to concern non-payment of a debt (Table 2). In a 1949 suit, for example, the plaintiff claimed the defendant had tapped an additional 200 trees not included in their agreement.⁶⁸ These conflicts were bound up with other transactions and social considerations. In one 1940 case, the defendant owed a little over £5/3 for a 620 tree farm, but the plaintiff claimed he had only paid £2.⁶⁹ The defendant hired laborers to tap the farm. In April, the plaintiff demanded an advance that he could use on bride-price in taking a wife. The defendant claimed he had no money, and so the plaintiff took away his tools. The defendant then loaned money to the plaintiff through his eldest son. The defendant's workers, however, began to desert because of the lack of work. The court was sympathetic to this, awarding the plaintiff only £1/8.

Disputes with these strangers focused less on land and more on their failure to assimilate and their supposed evasion of taxes and rents. Udo (1975, p. 34) claimed that Edo migration after 1960 was "essentially internal, being concerned with the expansion of rubber which foreigners are not normally permitted to cultivate, although many migrant farmers operate rubber farms as share-croppers while many others have had rubber estates pledged to them by bankrupt indigenous farmers." Tappers lived in small camps by the farms. In Ogwashi-Uku of Asaba Division, where migrants were Ibos and Isokos, locals felt that they

"live out in the bush, adopt wasteful farming methods, create trouble, evade tax and are not amenable to control...they lead an unassimilated life of their own, buy, sell and lease house property, take up farms in the nearby bush, ignore the chiefs and are still not amenable to control" (Rowling, 1948, p. 35).

The people of Akuku-Atuma village demanded that all migrants leave in 1946, while Okpanam village accepted a limited number on the condition that they lived in the community and not in the bush Udo (1975, p. 131).

5.5.2. *Planters*. Many wealthier planters were chiefs, traders, and colonial employees resident in Benin City (Usuanlele, 2003), and later Lagos, Ibadan and Kano (Udo, 1975, p. 79). This is a contrast with other African experiences with tree crops, in which migrants from outside ethnic groups formed a significant portion of the planting class. In some parts of the Benin Province, strangers were barred altogether from planting. One respondent told me that:

In our village a non-native or foreigner are forbid[den] from planting rubber or oil palm... No it's not the Oba that made the rule but the community that made the rule to protect and guide the future generation. That if you

⁶⁸OPA, Benin Native Court 1949 #206, 841/49, Ojo Osagie of Benin v. Avibayor Oniawe of Benin.

⁶⁹OPA, Benin Civil Court Record Book 1941 #15, #179/1940, Amadasun of Benin v. A.B. Suberu of Benin.

allow the non-native to permanent crops by the time they had gone those people will start claiming ownership of the land. The only way to prevent dispute in the future is to prevent them from planting permanent crops.⁷⁰

For strangers that did plant, their rights were not the same as those of locals. For example, when a stranger grantee died, the Oba would insist on primogeniture and not the stranger's custom of inheritance (Rowling, 1948, p. 10). By the late 1930s, the Oba and Council were wary of applications by strangers to plant permanent crops, because they could not be sure of strangers' willingness to recognize their authority, and were concerned about keeping enough land available for future generations (Ward-Price, 1939, p. 117). Rowling (1948, p. 10) found that opinion was "rigid" that non-Edo must not have unqualified rights in land and must hold their land from the Oba. The defendant in a 1942 case, who was accused of attempting to sell his rubber farm to a non-Edo, pleaded guilty on the grounds "because I am hungry." The court reminded him that it had been prohibited to sell to foreigners "so as to avoid land disputes and confusion."⁷¹

Disputes exist where these strangers were opportunistically threatened with eviction. Two 1941 cases⁷² concerned the position of strangers in Ekhor. Some five years before, strangers had planted rubber there, paying initial fees of either 2s or 4s/6d to the *odionwere*. When the Oba and District Officer ordered that strangers could not plant permanent crops without permission from the *odionwere* (see section 5), some of the local Ekhor complained, threatening these strangers. They responded by grouping together to pay 10s each additionally to the *odionwere*. In a separate case from 1936, one petitioner complained to the District Officer that he was being evicted from Obajere after eleven years.⁷³ He claimed that the scribe of the Oba's court had already convinced the Obajere people to divide his rubber farm in two, taking half. "Not content with that," the petitioner wrote, "he started worrying me to leave Obajere saying I was not born there and could therefore have no land interest there. By his instigation the Obajere people rooted some of my rubber trees and he himself planted some rubber trees at the entrance of my plantation." The Obajere people demanded presents of 6s and 10s, but the clerk ordered them to return the petitioner's money "as he did not wish them to soften" towards him.

As land scarcity became more apparent throughout the colonial period, these demands became more insistent. In a 1957 suit, the complainant claimed that he had lived in Ugbeka for ten years when the first of the accused returned from Benin, asking one of the plaintiff's witnesses to quit his farming plot, since it had belonged to his father. He then recruited five others to help him destroy the plaintiff's rubber and cassava crops.

⁷⁰Interview #4.

⁷¹OPA, Ehor Umagbae Court of Appeal 1941-42 #176, #37/42 Gbinoba Odionwere of Okemuen v. Alue of Erhunmwusee Camp.

⁷²OPA, Egbede NC and Civil Record Book 1941 No. 174A: #229/41 Oke of Ekhor v. Okuoghae of Ekhor and No. 174A: #228/41 Oke of Ekhor v. Osakhuawonmwun of Ekhor.

⁷³NAI, BD 153 Petitions Obajere NC: 27 Oct 1936: Osaze to DO Benin.

The plaintiff's witness took out a civil action, but "to avoid trouble," the plaintiff told the court "he kept quiet and repented to the police." He suggested that the *odionwere* had sent the accused to destroy the crops.⁷⁴ While I have found only limited evidence of conflict precipitated by return migration in colonial Benin, it was not altogether absent. The above case is an example. Rowling (1948, p. 4) wrote that a claim over fallow could be upset in favor of a Bini man.

The ethnic component of land conflict was not prevalent in Benin, but it existed when the disputants felt they could profit by highlighting it. The plaintiff of a suit from the 1930s wrote to the District Officer that he did not want his case to be heard in the local Native Court, on the grounds that he was "an ISHAN and the Defendant a Benin and under all circumstances, there will not be justice in the Native Court."⁷⁵ One complainant from 1944 wrote to the Resident that he was a native of Evbronogbon-Jesse, whose father had been one of the settlement's founders. Evbronogbon had recently been transferred from the jurisdiction of Benin City to Jesse in Warri Province. Chief Umayan, a council member at Jesse, then led a campaign to stop him from tapping his rubber unless he paid £10 in yearly rent.⁷⁶ The Jesse Council denied that his father had founded the settlement, and directed the District Officer to a Native Court case in which he had admitted their claim.⁷⁷

5.6. Identification. These changes were mostly limited to plots planted with rubber. Rowling (1948) found that few disputes existed over land planted to food (p. 5), that rights secured by tree crops were the only ones with permanence (p. 6), that land was only a marketable asset when "scarcity value" was created by the planting of trees (p. 18), that no claims to land not under permanent crops were established in Agbor by having worked it (p. 25), and that cultivation of food crops in Ogwashi-Uku was a "fairly elastic business" (p. 33). Occasionally in the court records, a claimant will state that land not planted to permanent crops has been "sold," but it is later revealed that only the rights over a standing crop such as cassava were exchanged.⁷⁸ This contrast was enabled by the rhetorical distinction between land and crops; while the rights and disputes that existed over rubber were effectively the over land itself, it was possible to claim that rubber was no different than any other standing crop (e.g. Rowling (1948, p. 6)).

Colonial reports frequently state that most land disputes in Benin revolved around tree crops. Rowling (1948, p. 5) wrote that food cultivation led to "remarkably little friction ... what litigation there is concerns permanent crops." All recorded instances of trespass involved permanent crops (p. 6). Courts recognized that tree crops were different; while they would not order uprooting of food crops in a trespass case, they would

⁷⁴OPA, Native Court of Appeal, Benin City 1958-59, A 255/57 L.G. Police (?) v. Osagie and Others of Obagie Village in Ugbeka.

⁷⁵NAI, Ben Prof 1 BD 65 Vol 11: Petition Benin Native Court: 24 Oct, 1936: Sado to DO.

⁷⁶NAI, WP 149 rubber production: 4 Dec, 1944: Chief Ireto Olutse to Resident Warri.

⁷⁷NAI, WP 149 rubber production: 19 June, 1944: Jesse Chain Council to DO Jekri-Sobo.

⁷⁸e.g. NAI, Ben Prof 8/1/2 Civil Judgment Book 1909-1911, Unoghenen v. Ebale (1910) #16.

do so for rubber, though aggrieved owners could not take the law into their own hands (p. 7).

How did Benin compare to neighboring regions? In Afenmai, Rowling (1948, p. 14) reported that, excepting lease to aliens under statute and a single group purchase by refugees during the Nupe Wars, sale, pledge and lease of land were “unknown in the division.” Permanent crops, however, could be pledged, mortgaged, or sold. The same was true in many districts of Ondo (Rowling, 1952). In Owo in 1952, there was no sale of land, but permanent crops could be sold to another Owo without permission (p. 14). In Ekiti, where population density was close to 100 per square mile, sale of land was “generally alleged to be an inconceivable squandering of the [lineage] trust-property” (p. 23). In Akoko, which at nearly 150 persons per square mile was the the densest part of Ondo Province, the Federal Council only reluctantly admitted the existence of clandestine land sales when faced with examples in the court records. That sale and pledge of permanent crops existed, however, went “barely without saying” (p. 31).

Land disputes in Afenmai were said to be rare. Where they existed, they were attributed to tree crops. Bradbury (1957, p. 96), for example, wrote of Ivbiosakon that “[l]and litigation is very rare, but disputes over the ownership of permanent crops, especially cocoa, are becoming more frequent.” At Etsako, similarly, he noted that boundary disputes had been rare in the past, though the introduction of permanent crops and the rising value of the palm oil industry had created pressures to define boundaries between villages (p. 106).

The types of disputes concerning land not planted to rubber that were heard before the Native Courts tended to concern damages to standing crops, and not more fundamental rights. Typical claims include larceny of cassava⁷⁹ or damages for a farm destroyed by cows.⁸⁰ Disputes over tree crops other than rubber were very similar to those concerning *Para*. In a 1941 case, for example, the plaintiff tried unsuccessfully to claim rents from “Sobos” who were reaping the fruits of palm trees his father had planted.⁸¹ They were paying a group rents of 8s to the defendant’s brother, but the plaintiff wanted each of them to pay 1s. The case was dismissed on the grounds that they had paid for what they reaped.

6. CONCLUSIONS

The introduction of *Para* rubber as a tree crop in colonial Benin increased the permanence of land rights and weakened communal control over land. Within communities, disputes over rubber focused on expropriation of communal land, boundaries, and inheritance. These disputes were socially embedded, and courts were only one venue in which they were pursued. Rubber spurred both temporary and permanent market

⁷⁹Benin Native Court 1931-32 #129: #583/32 – Akpakuma of Urokuosa v. Enoruwa of Ahue Camp.

⁸⁰Egbede Native Court 1939-40 #6/39: #58/39: Igabari of Igbogile v. Ekhaton of Uobe.

⁸¹Benin Civil Court Record Book 1941 #15: #482 and 483/41 J.N. Aimufua of Benin v. Agbonfo and Osuya.

transfers of land. Disputes came as the consequence of rentals, pledges and sales. The former focused more on terms and conditions, while the latter often involved attempts by sellers' families to reclaim land that had been lost, or to contest who had the right to make a sale. Social acceptance of sales was not immediate or widespread, and the more profound change in land tenure was a shift from acquisition by clearing to acquisition by inheritance. These patterns are similar to those experienced by other parts of West Africa that adopted tree crops, and so Benin provides further evidence that these responses to the commercialization of tree crops are generalizable (Berry, 1988).

There are, however, differences between Benin and other cases that highlight the role of local context in determining how property rights respond to the commercialization of tree crops. In particular, pre-colonial rules governing land tenure and the power of chiefs, the late spread of rubber, and the relative absence of stranger planters made Benin different from other cases.

Rubber increased the size of farms, driven in part by competition between chiefs and peasants who were both permitted to appropriate communal land. Primogeniture limited the reversal of individualization over time. Stranger planters held fewer rights than Edo-speakers, and were opportunistically evicted, but were relatively unimportant. Rental and sharecropping of rubber farms to Ibo tappers did lead to tensions, and colonial officials worried that these contracts did not create incentives to preserve the health of the trees. The multi-generational and ethnic tensions seen in Ghana and Côte d'Ivoire were, however, largely absent. Edo planters and itinerant tappers were less vulnerable to re-interpretation of custom and expropriation than migrant planters elsewhere. The impact of tree crop cultivation on land tenure in Benin, then, operated through processes similar to other cases, but was mediated by the specifics of local context.

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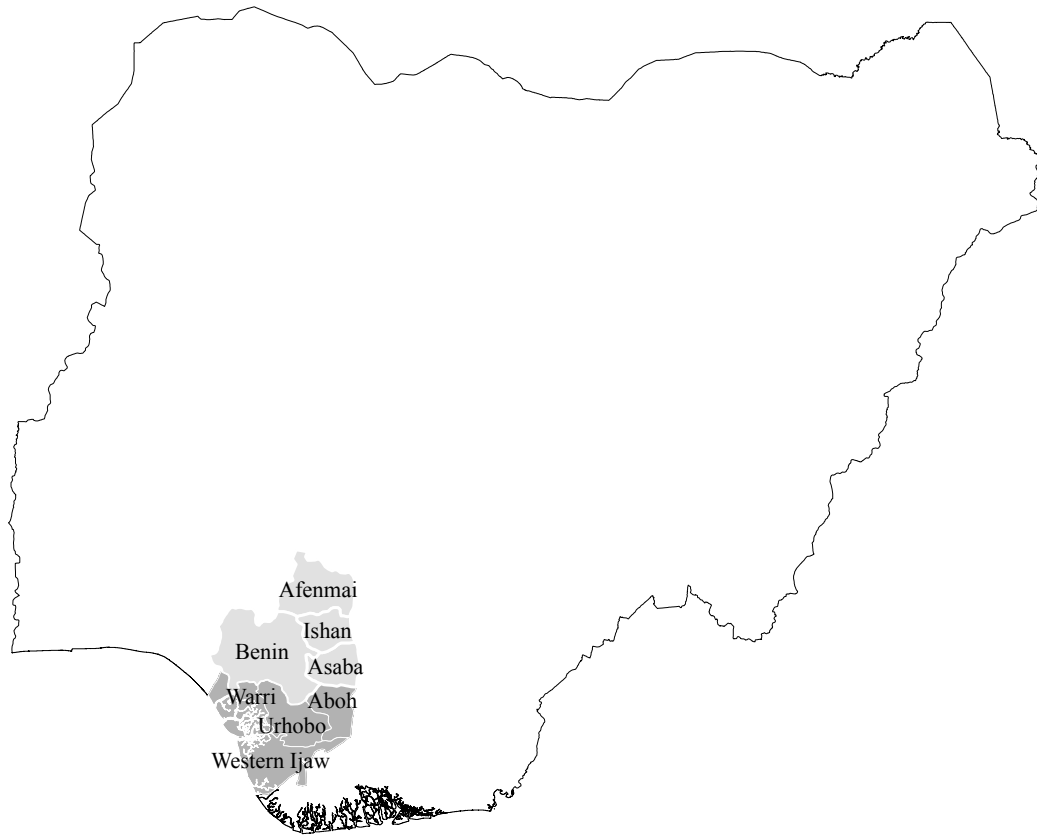
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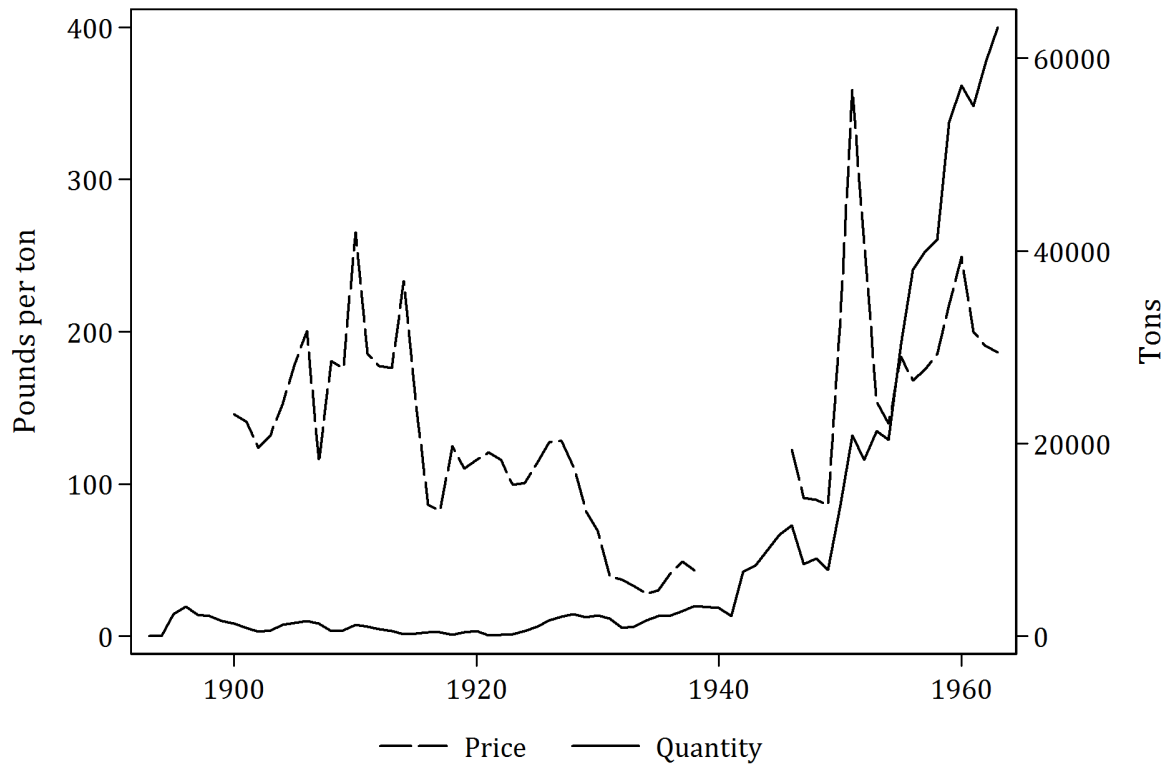
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FIGURE 1. Divisions of the Benin and Warri Provinces



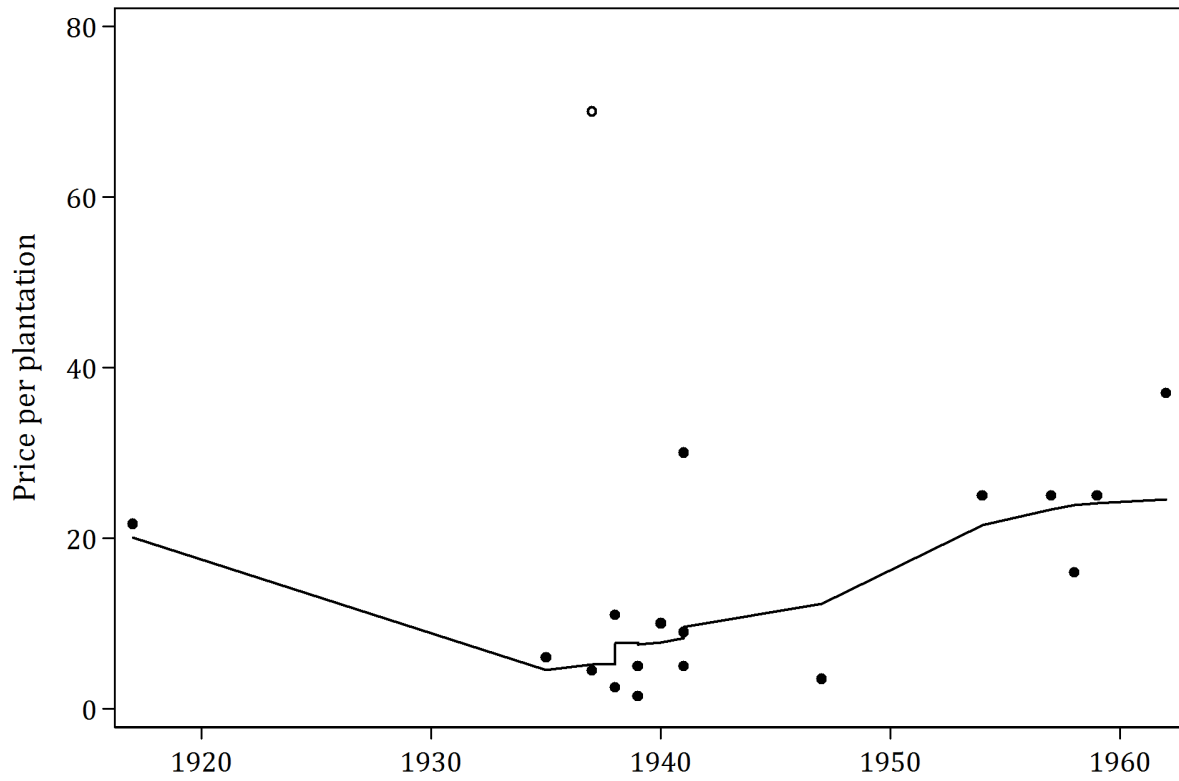
Source: Division boundaries are from the Willink Minorities Commission. Nigerian boundaries are from www.diva-gis.org.

FIGURE 2. Nigerian rubber exports and prices over time



Source: Ansel (1965).

FIGURE 3. Farm prices over time



Notes: The solid line is the result of a locally weighted running mean smoother with a bandwidth of 1 of the nominal sale price against the year of sale, omitting one outlier of £70.

Table 1. Summary statistics

	(1)	(2)	(3)	(4)	(5)
	Mean	s.d.	Min	Max	N
Embedded	0.12	0.33	0	1	83
Sale	0.30	0.46	0	1	83
Rental	0.17	0.38	0	1	83
Pledge	0.060	0.24	0	1	83
Destruction	0.29	0.46	0	1	83
Chief	0.16	0.37	0	1	83
Oba	0.012	0.11	0	1	83
Boundaries	0.14	0.35	0	1	83
Non-payment	0.072	0.26	0	1	83
Inheritance	0.060	0.24	0	1	83
Strangers	0.096	0.30	0	1	83

Source: See Appendix B.

Table 2. Correlation coefficients of case characteristics

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Embedded	Sale	Rental	Pledge	Destruction	Chief	Oba	Boundaries	Non-payment	Inheritance
Sale	-0.1623									
Rental	0.1298	-0.0853								
Pledge	-0.0937	-0.1662	-0.114							
Destruction	-0.1544	-0.187	-0.1454	0.0619						
Chief	0.0442	0.0061	-0.1056	-0.1091	0.0907					
Oba	-0.0409	-0.0725	-0.0497	-0.028	-0.0704	-0.0476				
Boundaries	0.0583	0.0288	-0.0937	0.0399	0.1156	0.0114	-0.0454			
Non-payment	0.1825	0.0195	0.1227	0.3204*	-0.178	0.0077	-0.0308	-0.1148		
Inheritance	0.5285*	-0.0559	0.1564	-0.0641	-0.1615	-0.1091	-0.028	0.0399	0.1249	
Strangers	-0.1209	-0.1254	-0.1471	-0.0827	-0.1183	0.0839	0.3381*	-0.1343	0.0665	-0.0827

Source: See Appendix B. * Significant at 5%.

APPENDIX A. LIST OF SALES (NOT FOR PUBLICATION)

Table 3. List of sales

	Year	Amount per Plantation	Source
c.	1917	21.67	NAI, Ben Prof 8/1/3 Civil Judgment Book 1911-1921: Erumuse v. Obaseki (1921) #4/21
c.	1935	6.00	OPA, Appeal Civil Record Book #244, No number and parties, from 13/1/44
c.	1937	70.00	NAI, Benin Native Court #315, 1945-46: #252/46 Ayi Belo of Benin v. Amadasun of Benin
	1937	4.50	NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals: 31 May, 1944: Edebiri to DO, Benin
	1938	2.50	NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals: 23 Nov, 1941: ? to DO, Benin
c.	1938	11.00	NAI, Ben Prof 8 1 9 Civil Record Book 1936-1938: Obaze of Benin v. Osague of Benin (1938) 58/38
	1939	1.50	OPA, Benin Civil Court 1942 No. 138: 425/42 J.C. Edebiri of Benin v. Okhuasuyi of Benin
c.	1939	5.00	OPA, Appeal Civil Record Book #244, No number and parties, from 13/1/44
	1939	1.50	NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals: 31 May, 1944: Edebiri to DO, Benin City
c.	1940	10.00	NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals: 28 Aug, 1942: Idahosa of Benin to DO, Benin
c.	1941	5.00	NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals: 22 Nov 1941: Petition by Guobadia
c.	1941	30.00	NAI, Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals: 28 Aug, 1942: Idahosa of Benin to DO, Benin
	1941	9.00	OPA, Benin Criminal Court 1941, #4/41 B , #1667/41 - Omorodion Ekegbian of Benin v. Osazuwa of Benin
c.	1947	3.50	OPA, Benin Civil Court Record Book 1941 #15, Eubakhaubokun of Benin v. G.O. Ugboenbon of Benin
	1954	25.00	OPA, Court Proceedings Record Book 1954-55 #52, #843/54 A Izenbokun of Benin City v. Igberioghene of Benin City
c.	1957	25.00	OPA ,File A201/57 Hamilton v. Ayevbomwan Okundaye
	1958	16.00	Osagie (1988), p. 55
	1959	25.00	Blanckenburg (1965)
c.	1962	37.00	OPA,Civil A 74/62 - Anthony Eweka v. Omoruyi Amayo

APPENDIX B. DETAILS OF THE LAND CASES (NOT FOR PUBLICATION)

Case or petition: 2 Nov 1936: Asemota to DO Benin

Tags: None

Source: NAI, BD 153 Petitions Obajere NC

Overview: In this letter, Asemota makes the following claim:

His father, also named Asemota, had a rubber plantation in the Obajere area. The trees numbered 202. He is a “lawful son of this late man” with authority over his kin and property. In 1935, Osayande of Obajere attempted to tap the trees without Asemota’s notice. Asemota sued in January 1936 and won a judgment of £6 in monthly instalments of £1. Osayande had paid £1 of this, but had then taken an appeal in the Oba’s court. Asemota, “not satisfied” that the Osayande had taken an appeal, writes to the District Officer for his “best assistance.”

Case or petition: 27 Oct 1936: Osaze to DO Benin

Tags: Strangers, Destruction, Chief

Source: NAI, BD 153 Petitions Obajere NC

Overview: In this letter, Osaze makes the following claim:

He forwards a summons from Chief Erhumuse, the Village Head of Obajere, on behalf of the villages, praying for an order to evict Osaze from Obajere. Osaze had lived there for 11 years and paid tax to the administration. Osaze is a native of Benin. Guobadia, scribe of the Oba’s Court, is behind the movement to evict him. He is connected with the late Odionwere of Obajere on his mother’s side. He is also a cousin of the scribe at Obajere court. Some years ago, Guobadia began a rubber plantation at Obajere. He convinced the Obajere people to divide Osaze’s plantation in half, keeping half for himself. He then attempted to convince Osaze to leave Obajere on the grounds that, since he was not born there, he could have no land interest there. The Obajere people rooted some of Osaze’s rubber trees at his instigation.

The Obajere people ordered the members of Osaze’s camp present a bottle of gin to them in order to live peaceably among them. The camp residents first gave them 6s for the gin and later 10s. Guobadia ordered the Obajere people to return this. He then applied pressure on the elders to oust the camp residents from the village.

Osaze asks for an inquiry, and for the case to be postponed, because the villagers are “under the thumb” of the two court scribes. The plaintiff claims Osaze planted rubber in defiance of a Village Council order from 2 years prior.

Case or petition: 8 Feb, 1929: Obasohan to Resident

Tags: Strangers, Oba

Source: NAI, BP 111/1925 Appeal Against the Oba’s JC

Overview: In this letter, Obasohan makes the following claim:

He is a native of Benin and has been involved in rubber cultivation at Oregbeni for the past four years. This is 2.5 miles from Benin Township. In 1925, the villagers at Oregbeni complained to the Oba about his farming interests, but had no justifiable grounds for complaint. In 1929, they renewed their complaint, claiming he would like to acquire

more land in order to cover a large area with rubber and cocoa. He would only like an extension of the farm for yams and cereal crops. The people of Oregbeni would not agree, and had the Oba's support. Chief Obamedo is leading the cause of the villagers, despite himself having a large cultivated area.

Obasohan then asked permission of the Oba to go a further 5 miles for farming. After clearing for 15 days at the new site, and was then opposed by the villagers. He hired labor for this clearing, and has a large quantity of yam seedlings available. He has not received any good word from the Oba.

Land at Benin is communal and apportioned by the Oba. He would like the government to apportion him a plot of land.

In a letter dated 26 March 1929, the Oba claims:

He told the people at Oregbeni to cease planting rubber and cocoa on their farms. They agreed and told the Oba that Obasohan had been planting rubber and cocoa in the area. The Oba claims he told Obasohan to cease planting cocoa and rubber, and to not make any further extension. He advised Obasohan to look for another area, and Obasohan went to Aduwawa. The people there refused on the grounds that he had farmed there 5 years previously and rooted their yams, planting his yams in their place. This cost the people there expenses in making juju. Obasohan is of Jewudu "Ehor District" and should seek land there. He shall have no further permission to farm in Benin unless he pays rent.

In a letter dated 9 August 1929, Obasohan counters the Oba's claim that he is not indeed a native of Benin.

Case or petition: Erumuse v. Obaseki (1921) #4/21

Tags: Sale, Chief

Source: NAI, Ben Prof 8/1/3 Civil Judgment Book 1911-1921

Overview: This is a claim for a para rubber plantation between Eketete and Ekai villages, 3.5 miles on the Benin-Sapele road.

The plaintiff, Erumuse claims that he sold two para plantations and another of funtumia to the defendant's father four years previously, for a combined sum of £65. The agreement was put in writing, and the father of the defendant paid half this. A year later, the brother of the defendant stated that he lost his copy of the agreement and wished to borrow the defendant's copy in order to make his own copy. He now refuses to return it.

The brother of the defendant later discovered the plantation in question. He asked the plaintiff to sell it, but the plaintiff refused on the grounds that it was too old. When pestered, the plaintiff claimed he would sell for £200. The defendant wanted to exchange it for the funtumia plantation, and the plaintiff refused.

In 1919, he found people tapping the rubber on the plantation in dispute, and was told that the defendant's father had sent them. So, the plaintiff complained to the defendant's father.

After the defendant's father's death, the plaintiff asked for the agreement and complained at a church meeting that the defendant would not return it.

The plaintiff's witness Ewili confirms his story, referring to the purchaser of the plaintiff as "Iyasheri". His witness Made (?) makes a similar statement.

The defendant claims that the plantation in dispute was purchased by his father from the plaintiff in 1918 for £60, and contained 721 trees. No paper agreement was made for it.

G.I. Obaseki testifies for the defendant and makes a similar claim, that the plantation in dispute was sold for £60. Because this sale is disputed, I have not included it in the list of sales.

The case is decided for the defendant. No reason is stated.

Case or petition: U.C. of Illah v. Agebae and ors (1940) Illah NC #54/40

Tags: Destruction

Source: NAI, Ben Prof 8/1/5 Civil Record Book 1934-1935

Overview: The claim is for malicious damages to property by destroying rubber trees, palm trees, yams and cassava 2 weeks prior to the case (22/11/1940). There are no details given. The accused are found not guilty and discharged, as the parties never took any process against each other. There is a note that the plaintiff applied for a review, and there are two cases in the High Court concerning the land in dispute. Suit #54/60 lists the same parties and claims, and notes that a 10s fine was quashed because the rubber owner did not take any action, in which case the court could proceed on his behalf.

Case or petition: Medoim of Illah v. Ezediumo of Illah (1941) Illah NC 2/41

Tags: Destruction

Source: NAI, Ben Prof 8/1/5 Civil Record Book 1934-1935

Overview: The claim is utilization of "our" quarter land by planting rubber in the land. There are no details given, but there is a judgment recorded for the defendant on the grounds that it is against customary rules to destroy growing plants. An application for review is denied because of a pending court case concerning the land.

Case or petition: Ezediumo Omyemoh of Illeh v. Medo of Illah (1940) Illah NC case #70/40

Tags: Destruction

Source: NAI, Ben Prof 8/1/5 Civil Record Book 1934-1935

Overview: The claim is £50 damages for 498 rubber trees cut down on 25 Oct, 1940. The plaintiff is awarded for £30 with costs because it is a crime to destroy growing property. The defendant is fined £1 and to pay £5 to plaintiff. The court decides that Ezediumo is also owner of the land.

Case #76/40 has the parties reversed. The claim is for £150 for damages done by cutting down palm and other trees. The case dismissed because it is against customary law to destroy growing plants. No details are given for either case.

Case or petition: EHK Obosi of Illah v. Ageture of Illah (1940) 69/40

Tags: Destruction**Source:** Ben Prof 8/1/5 Civil Record Book 1934-1935

Overview: The claim is for £100 for damages to 1000 rubber plants, 52 “trained and pegged palms”, 9 yams and 14 cassava plants. The court decides that the defendant is the owner of the land in dispute, but he is ordered to pay £40 plus costs “because it is against customary rule to destroy growing plants.” Suit #72/40 reverses the parties. The claim is now £150 for cutting down palm trees and “other fruitful trees”. The court notes the land belongs to the plaintiff and orders the land belongs to the plaintiff. The defendant is ordered to refund costs to the plaintiff or go “beg him to live off matters.” The court dismisses the plaintiff’s claim because he destroyed growing plants.

Case or petition: #229/41: Oke of Ekhhor v. Okunoghoe of Ekhhor**Tags:** Strangers, Non-payment**Source:** OPA, Egbede NC and Civil Record Book 1941 #174A

Overview: The claim is for £2 debt owed since 9 months. The Oba and district officer ordered that strangers cannot plant permanent crops without permission of the Odionwere. The strangers collected £2 through the defendant to give to the Enogie, but the defendant spent it. The plaintiff’s witness claims that 5 years previously, he had planted rubbers in Ekhhor and given 2s to the plaintiff. When the Ekhhor people complained, he joined with the others to pay 10s through the defendant to the owner of the land. Also, 1s was given to the defendant to be shared with Osakhuwoswuan. Another plaintiff’s witness corroborates, and two witnesses testify the 10s from each planter was received, though no extra was received. Judgment is given to the plaintiff for £2.

Case or petition: #228/41 Oke (m) of Ekhhor v. Osakhuawonmwun of Ekho**Tags:** Strangers**Source:** OPA, Egbede NC and Civil Record Book 1941 #174A

Overview: The claim is for £3 indebted from last year. The defendant was to collect money from the town men, but kept £3 in his possession. A witness for the plaintiff states that he paid 4s 6d to the Odionwere, Oke. He began to plant, but was threatened, and so paid 10s through the defendant “to beg for” him. He also collected 10s with his brother and paid 2s to the defendant “for his cigarettes.” Another witness for the plaintiff states that 3 persons got together five years earlier to pay 4s 6d. Either three years ago or one year ago “they” demanded a further £3. The witness approached the defendant to beg on his behalf and paid him 2s for this. The money was collected and given to the Odionwere, not the landlord. Initial judgment is given for the plaintiff, but the case is reopened for additional witnesses. They state that four strangers made payment through the defendant. The Odion testifies that the whole amount was received. A witness offers to swear juju to this effect. The judgment is then changed and the case dismissed.

Case or petition: #10/47: Azalakiun of Ebue v. Ehigiamusoe (?)**Tags:** Inheritance, Embedded**Source:** OPA, Egbede, Ohyan NC Criminal Record Book 1953-54 #117

Overview: The claim is “to explain how property exceeded his.” The plaintiff claims that his father had 3 rubber plantations. These, a goat and £4 were given as dowry to the defendant. His father also ruled that he should share part of the cocoa farm to Akunose because of his expenses on maintaining the farm. Since the plaintiff’s father’s death, the (female) defendant had been troubling the plaintiff with juju. The defendant claims to have planted the farms herself and to have registered her name as the owner 4 years ago. She states that 7 years prior her late father shared yam seeds with the defendant. She planted rubber around the farm that year. The court finds that the property has not been shared (presumably this means that the plaintiff has not received his inheritance) and so rules for the plaintiff.

Case or petition: #129/42: SA Obaseki (m) of Isibor (both of Benin)

Tags: Sale, Destruction, Boundaries

Source: OPA, Benin Civil Court 1942 #138

Overview: The claim is to quit the plaintiff’s purchased rubber and cocoa plantation. The plaintiff claims to have bought from Evbuiurwon and four others 9 years previously. It was a large farm. Knowing he might plant permanent crops, he gave them 5s and some tobacco. The trees are now tappable; he planted rubber, coffee and cocoa. He used these to shade other crops. He gave 1s to each of the 6 people who weeded it. The defendant, his relative, destroyed some crops to make his farm. The plaintiff’s witness is Evbuiurwon, who corroborates his story. The defendant claims he did not know the land belonged to the plaintiff. Evbuiurwon has rubber in the bush that he is tapping. The farm is inspected, and no trees are found damaged. Indeed, the farm is thick bush. The court finds that the plaintiff has no rubber in this bush, and the case is dismissed.

Case or petition: #38/42: Chief Usiobaifo v. Umukaeo (?) both of Benin

Tags: Destruction, Chief, Boundaries

Source: OPA, Benin Civil Court 1942 #138

Overview: The claim is for £20 for damages to rubber plantation. The plaintiff claims that he planted the rubber 5 years ago. He has been farming there for 12 years, but that particular farm only for 5. The defendant cut his trees. The plaintiff complained to the District Officer, who empowered him to take action in court. A witness asks who owns the land. He answers that Chief Eson and the witness’ father Gbadaben Ogunseri own it. They are not the Enogies or Odionweres. They simply go there to farm; the Oba did not cede the land to them. He claims that his father began farming there 24 years ago. The defendant claims that he planted rubber 4 years ago but did not care for it. He went to extend it this year and found the trees cut down. He states that the land is under the control of Okpoba, the defendant’s village. Egbadahen had a common boundary 4 years ago and his son is claiming the land for the plaintiff. The defendant is willing to swear juju that he planted rubber 4 years ago. Salami Ewe, his witness, took clearing control from the defendant four years before. The court finds the plantation belongs to the defendant, not the plaintiff. The case is dismissed.

Case or petition: #425/42:JC Edebiri (m) of Benin v. Okhuasuyi of Benin (m)

Tags: Sale

Source: OPA, Benin Civil Court 1942 #138

Overview: The claim is to hand over rubber planted, bought in Oct 1939. The defendant claims to have bought it. The plaintiff claims the defendant tapped it using the plaintiff's equipment. He located the seller and brought the defendant along. The seller maintained that he sold to the plaintiff. The plaintiff in 1940 told the defendant to relinquish the land. The plaintiff took action then and won. The defendant claims that Ove Abalu sold a rubber farm to him 4 years ago. Once Ove complained to the defendant that the plaintiff had not paid the balance of £2 on another rubber farm. The plaintiff's farm is at Okohoghobi, while the defendant's is at Adobagie. He has a copy of the agreement, and the elders approved his ownership. The court remarks that the plaintiff created the false claim to cheat the defendant and dismisses his claim.

Case or petition: #721/42: BA Sulaiman (?) of Benin v. Igbinoba Abile (M) of Oba

Tags: None

Source: OPA, Benin Civil Court 1942 #138

Overview: The claim is £10 for trespass with violence at Edaiken Moslem Mission School. The plaintiff claims to have obtained the land from the British Native Authority. The defendant came into the yard to reap his rubber. He cursed the plaintiff that he did not bring land from his country. The case went to the Oba and to the current court. The defendant won compensation for damage to his rubber. The mission acquired the land 7 years ago. The plaintiff allowed someone to hire and tap the trees. The manager pays yearly rents on the land. The rubber trees were in a thick bush, and some were left standing for shade. He did not pay for them because they are not within the township. He ordered them uprooted. Someone tapped them last year and paid rent to the defendant's brother of 15s. The defendant claims his father planted the trees 25 years ago. When the plaintiff's witness found the defendant's men tapping rubber, the defendant complained to the British Native Authority charge office. One p/c (?) thought this was beneath him and went to the ASSP. The ASSP told the plaintiff he had no ground to sue. The case was also reviewed by the Oba, District Officer, and Assistant District Officer. The ADO finally empowered the plaintiff to sue the defendant. The magistrate transferred the case to the present court. The land is inspected. The court rules the plaintiff spent money for work on the farm, and dismisses the case. It adds that, because the plaintiff did not buy the land and met the trees there, he cannot claim trespass.

Case or petition: #837/42: JE Ogbeade (m) of Benin v. Ebizugbe (m) of Benin

Tags: Inheritance, Embedded, Boundaries

Source: OPA, Benin Civil Court 1942 #138

Overview: The claim is to stop tapping the plaintiff's rubber. The plaintiff claims that the defendant introduced his father and senior brother to the farm in Ikpokpau. The plaintiff was not in Benin, and when his father died, he could not know they had

farms. Victor, his witness, came to him and asked if the plaintiff had left the farm in the defendant's care. There are about 80 rubber trees, and the defendant had been tapping them for 5 years. The plaintiff reported him to the elders and sued in the Ward Council. The Ward Elders could not give a final decision and so reported the case to the Oba, who advised the plaintiff to sue. The elders did not give a decision because the defendant was not satisfied with Victor only swearing one juju. Victor states that the defendant gave the farm to someone on hire 5 years ago. The defendant also began clearing for an extension. The ward told him to swear on 23 jujus. After 13 days, they made no decision, so the plaintiff took the present action. The plaintiff's second witness also claims that Victor swore many juju. The defendant claims that he planted the rubber 3 years before "this." The land is adjacent to the plaintiff's father's plot. The elders disagreed about who would receive the farm on default of swearing. The defendant objected to how the juju was sworn. The defendant's witness claims that Victor told him he would quarrel with the defendant on the ground he jointly founded a rubber plantation with him and has been hiring it without sharing the rent. The court rules that the plantation clearly belonged to the plaintiff's late father.

Case or petition: #252/46: Ayi Belo (f) of Benin v. Amadasun of Benin (m)

Tags: Rental, Non-payment, Sale, Inheritance

Source: OPA, Benin NC 1945-6: #315

Overview: The claim is for restoration of the plaintiff's late father's plantation. The plaintiff claims that the defendant rented the plantation from his father 9 years ago. 4 years ago, he withdrew it, giving a portion to Johnson. The defendant begged him, and was given half. The defendant begged Johnson to change the agreement in his favor after the plaintiff's father died. The defendant has failed to pay any rent for 3 years. The rent is £15 per year. The defendant has both copies of the agreement. The plaintiff took no action because the defendant told him that the plaintiff's father had asked him to care for the property. The Plaintiff's brother entered the plantation to reap kola. This went to court. The defendant was the executor of Belo Asho Fatoigube's estate by will. Belo requested a lawyer make the will for him. The dispute is over a rubber and kola plantation. The rubber plantation was bought for £70. No money was given when the agreement was signed. The plantation is at the Ikpoba road. The sale was made to cover £60 debt for medical expenses. The court finds that it does not appear the disputed portion is the plantation bought by the defendant, because it was rented out by the plaintiff's father to Johnson afterwards. The defendant has taken "undue advantage" of the role of sole executor. The court gives judgment for the plaintiff.

Case or petition: #480/46: Ojo (m) of Benin v, Evbobome (f) of Benin

Tags: Boundaries

Source: OPA, Benin NC 1945-6: #315

Overview: The claim is to cease tapping a rubber plantation. The plaintiff claims that, for 20 years, he has been planting on Evbogoede's (?) land. He planted the rubber 10

years ago, and it is fenced around. He had a dispute 8 years ago. His witness Evbosaru claims that 7 months ago, he showed the boundary to the village elders during the dispute. The defendant claims that the plaintiff was her husband's house servant. She told Ogorida that the plaintiff is a relation to her bother. The plaintiff was accused of planting rubber in an area not allotted to him. For this, the plaintiff was evicted by the defendant's husband and given a job by him. The defendant was told to uproot the rubber, but "after much beggings" the defendant's husband relented. The plantation in dispute was given to the defendant as a present. The previous dispute was brought to the elders and the defendant won. It was Ogorida who gave the plaintiff the order to quit. It was not the defendant or defendant's husband who gave the plaintiff land to farm. The plot in dispute was originally cleared by the defendant's husband, who planted corn. The defendant's witness claims that the plaintiff planted rubber on his allotted portion and refused to give it up. He feigned a boundary that was not recognized by the owners. The land is inspected and the boundary is found to be marked with pineapple. The court finds that the defendant has played a trick, giving 5s to the plaintiff in order to be in possession. Judgment is for the plaintiff.

Case or petition: Number and parties not given: case dated 13/1/44

Tags: Sale

Source: OPA, Appeal Civil Record Book #244

Overview: Iyekelyolo claims to have sold a rubber plantation at the River Oroghobi for £6. The buyer paid £4, then £1/10 3 years later. He sold the plantation on the hill to Okhuasuyi (the defendant) for £5. The receipt for the latter was stolen. He was sued by the plaintiff 3 years ago to explain who he sold it to. In that case, he said the defendant hired the plantation, but now says the defendant bought it. He states that the parties tried to decide the case in Ogbede's house in the presence of a "native doctor." He did not inform the Ebose of the sale. The plantation was sold 9 years ago to the plaintiff. Sale to the defendant was 6 years ago, and paid in full last year. The delay was because he first offered a bicycle, which Iyekelyolo refused. The farms are a mile apart. He quitted the plaintiff's laborers from the plantation on the hill. The court finds that Iyekelyolo has two farms: he sold one to the plaintiff and one to the defendant. The lower court confirms this finding, awarding the defendant the plantation on the hill.

Case or petition: Case A 159/44: Ekiomado (f) of Ipuzerbarin v. Uhumwangho (m) of Ipuzerbarin

Tags: Rental

Source: OPA, Appeal Civil Record Book #244

Overview: The claim is for £10 for the plaintiff's late father's rubber plantation tapped illegally since 3 years ago. The plaintiff claims that the Urhokuosa court gave a judgment of £5 to the plaintiff plus costs. The defendant appealed; he wants the plaintiff to swear juju that the plaintiff's late father planted the rubber. Only one tree has been tapped. There are 7 others. Coffee trees were planted as a boundary. 15 trees were tapped for

the £10 claim; this is all the trees. The one tree tapped was tapped for 3 years. The plaintiff refuses to swear juju. The court orders the defendant to pay 2s 6d (1 year's rent). Because the plaintiff's case has no substance, it dismisses his case with costs to be paid to the defendant.

Case or petition: #A 95/44: Akele (m) of Benin v. Omorose (m) of Urhokuosa

Tags: Destruction, Pledge

Source: OPA, Appeal Civil Record Book #244

Overview: The claim is £15 for tapping the plaintiff's rubber plantation since 3 years ago. The Urhokuosa court awarded £10 to the plaintiff. The defendant appeals. The defendant claims the he burned the plaintiff's cocoa trees and repaid him with cocoa. He states that the plaintiff is attempting to use the force to get his rubber trees. When the plantation was pledged in return for the burned one, the defendant was young. There are 11 rubber trees in the pledged farm; there were 16 in the burned one. This exchange was made 7 years ago. The court finds that there is no way for the defendant to have a hand in the farm even though non-cocoa trees are not mentioned in the agreement. The defendant is ordered to surrender everything.

Case or petition: #A 193/44: Ehiorobo (m) of Benin v. Aimienoho (f) of Idokpa

Tags: Embedded

Source: OPA, Appeal Civil Record Book #244

Overview: The claim is for £2 13s 6d, being expenses to retain the defendant's father's rubber plantation 5 years ago. The Eyaen court gave a decision for the plaintiff. The defendant appeals this. She claims that after the defendant divorced the plaintiff he sued her for this debt that she did not know existed. She will swear juju that no such loan was made. The plaintiff claims that the £2 13s 6d was spent after the death of the defendant's father in order to propiate the juju that killed him. The court confirms the lower court's decision. The defendant applies for review, and the plaintiff does not appear. The review finds that the claim should have been made at the time of the dowry refund, and annuls its judgment.

Case or petition: #76/36: Ebose (m) of Ogheghe Camp v. Oseyande (m) of Ogheghe Camp

Tags: Destruction

Source: OPA, Obajere NC 1936 #282

Overview: The claim is for £25 for damages to a para rubber plantation. The defendant admits to £4. No other information is recorded

Case or petition: #175/36: Omorose (m) of Ohoghobi v. Wilson (m) of Ogheghe Camp

Tags: None

Source: OPA, Obajere NC 1936 #282

Overview: The claim is to explain why he planted rubbers in the plaintiff's land. The chiefs state that the court has no jurisdiction and action should be taken in the Oba's court. The case is annulled.

Case or petition: #204/36: Chief Iduseri (m) of Ogheghe v. Ebose (m) of Ogheghe

Tags: Boundaries, Embedded, Destruction, Chief

Source: OPA, Obajere NC 1936 #282

Overview: The claim is an order to off-root the rubber trees planted on the plaintiff's land. The defendant claims to be a "real son of the soil of Ogheghe village." The plaintiff claims that 8 years ago, he prepared to make a farm, but was driven out by the defendant. Last year, he found bush cleared by his plantation. He dug an "ogun medicinal vice", cursing that the person doing the clearing would not remain. He was then begged by the defendant's father to remove the juju. He explained that the land is for his rubber plantation and that no-one should be allowed to plant farm there. The plaintiff planted rubber and the defendant planted yams. This year, the defendant cleared an adjoining plot and destroyed some trees by fire. The plaintiff is the Enogie. He is asked why, if he was driven away 8 years ago, he let the defendant plant last year. His answer is that he was begged by the defendants' father. The defendant planted rubber 23 days ago. The defendant claims that he objected when the plaintiff told him to stop clearing because he had done two weeks work and is a son of the soil. This year, after having begun clearing, the plaintiff added a "big space" for his plantation to protect it from fire. He claims the cause of the present trouble is his refusal to sell his farm. He claims that pineapple and kola trees form the boundary. The court decides it has no jurisdiction, and so the case is reserved to the District Officer's opinion. **Case or petition:** #223/44: Edegbe (m) of Benin v. Inomwan (f) of Benin

Tags: Destruction,

Source: OPA, Appeal Civil Record Book #244

Overview: The claim is for return of the plaintiff's father's rubber plantation. The Benin Civil Court dismissed the case, and this is the plaintiff's appeal. The plaintiff claims to have planted the rubber and wants the defendant to swear juju. The plaintiff believes Chief Aghahan should show the whole farm area to the court. He is not satisfied with the lower court delegates. He planted 11 years ago. The defendant states that it was his own father who planted the farm. The defendant's witness claims to have helped the defendant's father plant 16 years ago. Chiefs Olaye and Obanarhiaye are sent to inspect the land. They find that the lower court is justified; there is an old farm planted with rubber on which the plaintiff has added more. Some were thinned and stumps remain. The defendant's father is "no doubt" the apparent owner. The court finds the plaintiff has no right of ownership.

Case or petition: #A265/44: Uhumwangho (m) of Benin . I. Uhumwuwa (m) of Benin and II. Edobor Oshodin (m) of Benin

Tags: Sale

Source: OPA, Appeal Civil Record Book #244

Overview: The claim is for recovery of a rubber plantation, valued at £7, in possession of the defendant since 7 months ago and £5 for trespass. The Benin Civil Court

gave a decision against first defendant and dismissed the claim against the second. The second defendant was awarded possession. The plaintiff appeals. This was upheld by the Oba's appeal court. The plaintiff continues to claim the plantation. He denies selling it and claims the first defendant sold it "stealthily" to the second defendant. The first defendant has disappeared. The court refuses his appeal.

Case or petition: #37/42: Gbinoba (m) Odionwere of Okemuen v. Alu (m) of Erhunmwusee Camp Oshodin (m) of Benin

Tags: Strangers, Sale, Right to sell

Source: OPA, Ehor Umagbar Court of Appeal 1941-42 #176

Overview: The claim is for attempting to cede or sell Benin (Okemuen) land to foreigners by means of sale of the accused's rubber plantation. The accused pleads guilty "because I am hungry," he is told that it has been prohibited in the area to sell to foreigners "so as to avoid land disputes and confusion."

Case or petition: #A32/44: Odionwere (Edogiawere) per Ojo (m) of Idunmodo v. Ehabor (m) of Usonmele

Tags: None.

Source: OPA, Benin Division Court 1944 #130

Overview: The claim is for planting rubber in Idunmogo community farm land. The case was heard in the lower court and the accused was found guilty. He was fined £3 or 3 months imprisonment. He appeals, but is absent, and so the court upholds the former judgment.

Case or petition: #A235/44: Edeoghomwan (f) of Ogbesan v. Awotu (m) of Ogbesan

Tags: Right to sell, Sale

Source: OPA, Benin Division Court 1944 #130

Overview: The claim is for unlawfully tapping the complainant's rubber. The lower court fined him £5 or 3 months imprisonment. The accused appeals on the grounds that the court did not give him time to call witnesses. He has a document for purchase. The plaintiff is the daughter of the deceased and the deceased's only issue. The accused calls a witness, who claims that the defendant bought the land from the plaintiff's father for £2 and 10s last year. The court finds that there were no good witnesses to the purchase. The only daughter of the supposed seller and the chief were not informed, and so no good agreement was made. The lower court judgment is confirmed. An attachment notes that this was appealed to the District Officer in December 1944. The case started in Eyaen Native Court and was confirmed by the Oba's appeal court. The signature on the document of sale does not match that of the person who wrote it. The accused could not produce permission of the Oba or Odionwere to purchase the land. Resident Pender does not believe it is a genuine agreement of sale.

Case or petition: #721/51: Eubakhaubokun (f) of Benin v. GO Ugbouenbon (m) of Benin

Tags: Sale, Destruction

Source: OPA, Benin Civil Court Record Book 1941 #15 (Case inserted between pages 94 and 95)

Overview: The claim is £50 for 40 rubber trees destroyed a year ago. The plaintiff claims to have had a rubber plantation, and gave a 100 X 100 portion to the defendant for £3 and 10s. He cut down some trees and lent these for building purposes. When the plaintiff went to Iyekouian (?) he went into her portion and cut 40 trees. The sale was 4 years ago. The portions had a palm tree boundary. The plaintiff's stepson states that in 1949 he begged a plot from her. She had sold it. The trespass was in 1950. The plaintiff reported this to the ward council, which decided that "he should beg her." Since then, he failed to pay costs. The defendant bought it for building sites for his brothers. He denies cutting in her portion. The site is inspected. There is no evidence of trespass and there are no stumps. The case is dismissed.

Case or petition: Agbontain Agho v. Chief Obazuaye (both of Benin) (1938) 121/1938

Tags: Destruction, Chief

Source: Ben Prof 8 1 9 Civil Record Book 1936-1938

Overview: The claim is for £25 damages for trespass committed by the defendant and his servants on the plaintiff's farmland situated at Okhovo Road Benin on or about 27 March 1938. Initially both parties ask for adjournment. Wright, the defendant's witness, states that the plaintiff alleges wilful damage by burning rubber trees. Proceedings should be stayed pending prosecution for felony. The record states that it does not appear the plaintiff yet says that the damage is wilful. The case will go on until it appears from the evidence that a felony has been committed. Wright submits that an issue to land is in question: so the case should go to the native court. Doherty states he is not interested in the issue to land. A typed memo attached to the record states that the particular damages claimed are: 40 rubber trees burnt at 5s per tree, totalling £10, and general damages of £15. The court orders that the suit be transferred to the Benin Native Court.

Case or petition: Obaze of Benin v. Osague of Benin (1938) 58/38

Tags: Chief, Embedded, Sale, Non-payment

Source: Ben Prof 8 1 9 Civil Record Book 1936-1938

Overview: The claim is for £11 and 10s being the debt owed to the plaintiff by the defendant since about 7 months ago. The defendant is initially absent. The debt is said to be payment for a rubber plantation. A written agreement is shown. The court decides this is a prima facie case and awards judgment to the plaintiff for £11 and 10s plus 16s costs. The defendant then appears and states that he is a teacher for the Benin Native Authority and was prevented by the headmaster from attending in time. The judgment is modified so that the case is reopened later on. When the case is reopened, the plaintiff submits an IOU for the claimed amount. He claims to have purchased the plantation on 28 July, gone to Ondo, and returned on August 28. He found one Chief Ugbagba in the estate. The chief's son informed him the defendant had sold his father the estate. The

defendant stated that it was owing to his debts and that he would refund the money. He gave the plaintiff the IOU that is entered in evidence. The plaintiff is asked if he would show the plantation to the court and the plaintiff agrees. The plaintiff's second witness states that he is living in a camp at Sapele Road. The plaintiff asked him to come to Benin to be present at a transaction with the defendant. The defendant came to this meeting. The plaintiff counted out £11 and 10s to the defendant and told the witness that it was for a rubber plantation he bought. Later the plaintiff said the defendant had sold the estate to a chief. He is cross-examined by the accused but answers no questions. The third witness for the prosecution states that he a farmer living in Benin. He states that he was also present at this transaction. The fourth witness for the plaintiff claims to have seen the IOU and claims to be literate. He is cross-examined by the accused, who points out that he came from Lagos more than 3 years ago.

The defendant in his testimony claims to be a native of Benin and a teacher. In September of the previous year, he was told that the plaintiff was looking for a husband for his daughter. The defendant went with an acquaintance to the plaintiff's house. He agreed to marry the girl, and paid £12 and 10s bride price. The plaintiff said there was no need for a receipt as many people were present. The defendant claims to have later given him an IOU for 30s (£1 and 10s). He claims that the IOU submitted in court has been altered to read £11 and 10s. He claims to have never sold any rubber estate. The defendant has sued the plaintiff for recovery of the bride price, because he did not give his daughter to the defendant. He told the Native Court that he asked for the IOU to be returned, but that it was never returned. He also claims to have complained to the police. The court inspects the IOU and notices that it is a duplicate that is not identical to the other copy. The defendant admits to writing it, except for the figures, stamp, and signature. The land is inspected, and the defendant has sued the plaintiff for divorced and has claimed a promissory note of £1 and 10s.

There are several adjournments and discussions on whether a police investigation into fraud should take place first.

The defendant's first witness is the child of Chief Oghogo. He states that he knows the defendant. On April 24, 1937, his father had a transaction with the defendant. He produces a document of the sale of the plantation. The defendant's second witness claims to be a relative of the plaintiff. He was present when the promissory note was made for £1 and 10s. He knows of no rubber estate transaction between the parties. The plantation was sold to Ugbogbo in April 1937. There was an agreement made. He is cross-examined on which agreements he saw made. Another witness for the defendant states that the defendant is his nephew, and that he knows his father's plantations. He states that the plantation was sold to Oghogo. He states that he does not know the plaintiff, or whether the defendant sold the plantation a second time. He states that the land "was sold with consent of families. I am head of family and nobody could sell land without my consent."

The court notes that the fact the plantation was sold to Oghogo does not rule out the possibility it was also sold to the plaintiff. Because the defendant has accused the plaintiff of a felony, the case must be stayed pending criminal prosecution. The court dismisses the claim and makes no order of costs. All papers are forwarded to the police.

Case or petition: Okunbowa v. Oyobahan (1937)

Tags: Rental, Destruction

Source: Ben Prof 8 1 9 Civil Record Book 1936-1938

Overview: The claim is for £2 and 10s and 9d for rent due on 648 rubber trees at 1.5 d per tree for 9 months having regard to an advance of 10s received, and for defendant to be ordered to surrender the said 648 para rubber trees in the tract, due to bad tapping, thereby ruining the said trees. The plaintiff is present and the defendant is not. The plaintiff states that an agreement was reached out of court, and withdraws his case. The case is struck off.

Case or petition: 24 Oct, 1936: Sado to DO.

Tags: Strangers

Source: NAI, Ben Prof 1 BD 65 Vol 11: Petition Benin Native Court

Overview: In this petition, the writer claims that he has taken an action against one Ogbemudia, the owner of a rubber plantation, claiming the sum of £3 and 2s. The case was fixed for a hearing, but when the petitioner arrived at the Magistrate's Court, Limited Power, the magistrate transferred the case to the Benin Native Court. The writer does not want to go to the Native Court "because, I am an ISHAN and the Defendant a Benin and under all circumstances, there will not be justice in the native court." He asks the case be re-transferred to the Magistrate's Court.

Case or petition: A 255/57 L.G. Police (?) v. Osagie and Others of Obagie Village in Ugbeka

Tags: Destruction, Chief

Source: OPA, Native Court of Appeal, Benin City 1958-59

Overview: The claim is for damaging £25 worth of rubbers and cassava, property of Obater Igueue (?). All accused were acquitted by the lower court. This is a case of malicious damage. The complainant states that he lived in the village for more than 10 years when the first accused from Benin, asking the plaintiff's first witness to quit his farming plot because it was the accused's father's own. The accused got 5 others to help him destroy the crops. The first plaintiff's witness has taken a civil action, but "to avoid trouble hence he kept quiet and repented to the police." The Odionwere is accused of sending the accused to destroy the crops, but is too old to go to court. The first accused claims it was his own farm. He is then asked why he would destroy his own crops and he answers that the court ordered their removal. His witness claims the farm was divided. The court finds that this was already settled as a civil case and both parties were satisfied, so there is no reason to make this a criminal case.

Case or petition: Civil A 74/62 - Anthony Eweka v. Omoruyi Amayo.

Tags: Sale

Source: OPA, Civil A 74/62 - Anthony Eweka v. Omoruyi Amayo.

Overview: This is a civil appeal. The plaintiff is claiming £100 for trespass; the defendant went into his urban plot and built a mud house. He wants an injunction. He claims to have received the plot on application to the Oba through the Ward. The defendant claims to have bought the land for £100 5 years before. He received the receipt but does not have it. He does have documents of transfer. He also has a receipt for 58 rubber trees for £37. The case is centered on questions on whether the Benin City Council alone can carry out decisions on urban layout. The court's judgment is that "The Benin land is communal and the Oba of Benin is the trustee invested with the power to assign building plots." Laying out plots does not confer rights of ownership. An application for a plot without the Oba's signature is invalid. The judgment is for the defendant; the plaintiff appeals. At the time of the applications, there was a struggle between the Oba's Plot Allocation Committee and the Benin City Council. The original decision is upheld on appeal.

Case or petition: #182/53 Parties illegible.

Tags: Embedded, Rental

Source: OPA, Egbede, Ohuan NC Criminal record 1953-54, #117

Overview: The claim is that the defendant unlawfully tapped rubber trees 6 months ago. The accused claims that his father hired it from Edowaye (f). He submits an agreement as evidence. Edowaye refused to go with the accused's father to see the plaintiff, the alleged owner. The accused went to the "senior in our camp," who advised going to the complainant. Edowaye is a former wife of the complainant. The accused hired 98 trees from her. The land is inspected, and the accused is found not guilty.

Case or petition: #431/41: E. Ogiemweuse of Benin v. RO Aigbekaen

Tags: Pledge, Non-payment

Source: OPA, Benin Civil Court Record Book 1941 #15

Overview: The claim is to hand over 500 rubber trees. The plaintiff claims to have given the defendant a loan of £4 with the trees as security. The defendant does not show, and the plantation is awarded to the plaintiff.

Case or petition: #179/1940: Amadasun (m) of Benin v. AB Suberu (m) of Benin

Tags: Embedded, Rental, Non-payment

Source: OPA, Benin Civil Court Record Book 1941 #15

Overview: The claim is for £3 and 8s and 1d owed. The plaintiff claims the defendant rented the plantation for 2d per tree, totalling £5 and 3s and 1.5d. He only paid £2. First, the defendant said some trees were not due for tapping, but the plaintiff found him tapping them. The defendant claims that he was told to weed the grass, which the cost £1. The defendant only tapped for 6 months. There are 620 trees. The defendant was shown the plantation by the plaintiff's son and was told to clear weeds before tapping. The defendant used laborers to tap the plantation. The agreement was made in

February 1939. In April the plaintiff demanded an advance for use on dowry. The defendant said that he had no money, so the plaintiff removed his tools. He loaned £26 to the plaintiff through his eldest son. The laborers had stated deserting because they had no work. The plaintiff again removed his tools, claiming the defendant had added more trees to those hired. The plaintiff wasted 6 months at this. Because he only tapped for 6 months, the defendant refused to pay the balance owed. It is not usual for the renter to weed; the owner usually does this. Deducting the cost of weeding was not in the agreement paper. Witnesses contradict each other on who agreed to pay. Because the defendant tapped only 6 months, the court only awards the plaintiff £1 and 8s.

Case or petition: Osionwanwri to DO, Benin c. 1936

Tags: None

Source: NAI, Ben Prof 1 BD 65 Vol 11: Petition Benin Native Court

Overview: In this petition, Osionwanwri claims that one Eguaemwense of Benin has taken a claim on his late father's property. This includes cocoa trees, pear trees, thatches and rubber trees. The writer's uncle Erhabor revealed this fact to him, and is prepared to take an oath to confirm it. At first Eguaemwense denied that the writer's father owed the property, and so the writer had to sue. The writer obtained judgment, and was awarded the cocoa trees, pear trees and thatches "leaving the most valuable one - the rubber trees." The writer claims that he had to surrender his 5s summons fee, and was not allowed to question the defendant or his witnesses. The chiefs told him that it was forbidden to ask questions. The defendant says he is a man of money "who is ever ready to overcome me in the Native Court." The writer, by contrast is a "school boy" without "even a farthing to buy justice from the Court members, as the defendant says is the custom." He would like the matter referred to the reviewing officer.

Case or petition: 30 Jan, 1937: Chief Ezoumunoglu to District Officer

Tags: Chief, Sale

Source: NAI, Ben Prof 1 BD 65 Vol 13: Petitions Benin Native Court

Overview: In his petition, the writer claims that Ije, the father of Edomoyi, sold his rubber plantation to the writer's late father, the Oshodi. He states that the purchase price was completed by himself after his father's death. The present boom in rubber prices has caused the family of Ije to attempt to west the plantation from him. First, Irorere sued for his eviction, and the writer won. Now Edomoyi and another relative of Ije have sued him to cease tapping. He is entering a plea of Res Judicata, and would like the District Officer to cancel the summons.

Case or petition: Oba's Court civil case #197/46: Ogunoze (F) v. Felix O. Okungbowa (M)

Tags: Embedded, Inheritance, Rental

Source: NAI, BD 430 285: Petition re: Oba's court civil case.

Overview: In this petition Okungbowa (m) of Benin writes about a claim in which he sought recovery of his father's 3 rubber plantations, valued at £20, plus £54 in rents and

two matchets, valued at 2s, an axe valued at 10s, a razor valued at 3s, all parted with 9 years ago.

Grounds of review are submitted on 29 June 1946. The Oba's court's judgment was upheld by the Assistant District Officer. The petitioner disagrees on four grounds. First there was no consideration given for the cost of maintenance by himself of the three rubber farms over 9 years. This cost £1 per year and involved clearing the plantations and replanting young rubber trees. Second, the cost of painting the trees above 9 years with coal tar to protect them from insects cost 7s per year. Third, he paid filial duties over 12 years to the late Okungbowa without being paid. The cause of separation from the deceased's family was not his fault, but due to his mother. Fourth, the lower court ignored grounds one and three. The clearing and tending of the plantations was done by hired labor and the writer does not have receipts for this or equipment. He believes that an award of £25 and a plantation to the plaintiff is inequitable and would like the sum reduced.

The court case is enclosed. The plaintiff claims that the defendant and herself have the same father, who died 9 years ago. The defendant inherited. The plaintiff summonsed him at a family meeting seven months ago, and he refused "and thereby told me that he was no longer a son to my father." She learned that he was not born to her father, but to another man, and so the plaintiff has sued for return of her father's property. Since he inherited the rubber, he has put them on hire. She tenders an agreement for £6 per calendar year. She is asked questions on the details of the parties' parentage.

Her witness, Ogchi, states that he was appointed to divide the properties. Out of 5 rubber farms, 3 were bequeathed to the defendant. Last year, the defendant sued his mother to produce the rightful father. The case was heard and the defendant was awarded as a son to one Osuhon (?).

The defendant states that "he was my father before he died." He states that the three farms contain 498 trees. His father owed £7 in debt. The defendant was instructed to pay £4 and the plaintiff £3. The defendant paid his own share. He did not tap the trees during 1939. In 1940, he hired the farms out at £1 and 10s. In 1941 he hired them out to a different person at £1 (?). In 1942, they were not hired out. In 1943, he hired them out to Alida for £3 and 3s and 10d (?). In 1944, he hired them out to another person at £2 and 2s and 7.5d. In 1945 he hired them out at £6. Last year, he fell ill and was taken to his real father Asabon, lest he should die. The total rent was £14, 11s and 6d. He cannot produce a witness that he paid his father's debt. If it were ordered to pay the defendant all the rents and turn over the plantation, he would agree.

The defendant's witness states that 6 months ago he hired the rubber plantations from the defendant for £1 and 10s, and tapped them for a year. Another witness for the defence states that he knows nothing about the case, and tenders the Ward Council record book. He is asked by the court why he hired the trees out at £3 to one person and £6

to another; he states this is because the trees were smaller when he rented them out for £3.

The verdict is that it is clear the defendant is in possession. There is no evidence that it was hired for £6 for 9 years, and that the defendant must have realized a sum closer to £20. He cannot produce a witness for the £4 debt. Judgment is for the plaintiff for £25 and £2 costs.

An appeal to the District Officer's court is enclosed. The verdict is upheld. A review is enclosed in which damages are reduced to £14 and 11s and 6d, since the plaintiff cannot prove the defendant collected more than this. In a letter on 3 Aug 1946, the defendant asks for a delay, since his mother is sick, his father is dead, and he is still attending school.

Case or petition: Petition of Samson Odia, 25 March 1937 and 25 March 1937: Igiebor and Iyigie to DO Benin City.

Tags: Destruction

Source: NAI, Ben Prof 1 BD 28 Vol 6: Oba's Court Appeals

Overview: In this case, Odia writes for the review of a case which went from the Magistrate's Court to the Native Court, Benin, then on appeal to the Oba's court. He claims that he sued two persons, Igiebor and Iyigie, both of Benin at the Court of the Magistrate, claiming £25 damages for unlawfully removing 200 rubber trees he planted on his farm 3 miles from Benin on the Siluko road. They claimed the farm was theirs. The Native Court dismissed the claim on the grounds that the trees were too young. On appeal to the Oba's court the land was inspected by two individuals Odia felt were unsuitable. Odia requested 2 responsible chiefs be sent instead, and was instead upbraided and asked whether the Iyashere (one of the leading chiefs in Benin) should be sent. Odia was ordered to pay 2s for the inspection. On the way back from the inspection, it was suggested that they discuss the case at Chief Oliha's. Igiebor objected, and Odia believed the idea was abandoned. Yet, he found them in discussion with Chief Oliha. A week later, the inspectors reported in court that the farm belongs to Odia. The court decided that the first person to plant rubber on the farm is the owner. Because a witness accused Odia of uprooting rubber planted prior to his planting, he was made to take an oath. Odia agreed, but this was never carried out. Though the Iyashere gave a judgment for Odia of £10, he believes he would have been awarded more if it were not for the case going to the Native Court and the intervention of Chief Oliha.

Case or petition: # ? From Folio 193/1/41A

Tags: Rental

Source: OPA, Benin Civil Court Record Book 1941 #15

Overview: This case begins in the middle. An agreement was made per tree, totalling perhaps £6 and 10s. The plaintiff did not show the agreement to others, because he believed the defendant was the plaintiff's householder, and so trusted him. £1 and 10s was paid. Then, the defendant tapped additional plantations without the instruction of the

plaintiff. The plaintiff sued the defendant at Ikhuen. The plaintiff's witness claims the plantation was 800 trees. The defendant took the other plantation of 140 trees. These cost £3 and 12s. He told the defendant to pay £6 and the defendant was dissatisfied. "We told them to take their case away. We told them to settle the case of the next plantation at home." The defendant claims there were less than 800 trees. He claims that 3 years ago he bought a plantation at 2d per tree (later clarifying that it was hired, not sold). There were only 180 trees. He hired 2 small boys as laborers. The court dismisses the case, stating the plaintiff is responsible for any mistake because he did not quote the number of trees in the agreement.

Case or petition: #2421/40: MO Ogiawwen (m) of Benin v. Ch. Ugbegbo (m) of Benin

Tags: Destruction, Pledge, Boundaries

Source: OPA, Benin Native Court 1940 #74

Overview: The claim is £50 for damaging the plaintiff's rubber plantation since 1938. The plaintiff states that the plantation is at Ogbesun. The defendant claimed to him that the plantation was given by Idahor. The defendant hewed all the trees marking the boundary between Idahor and the plaintiff's plantations. The defendant said he wished to settle this amicably and would pay £50. The Vice President of the court accompanied both parties and Idahor to the plantation. He ordered Idahor to swear an oath. Because he did not, the plaintiff has taken this action. The defendant has no plantation near here. He hired the one he has. There are 120 trees in the plantation, planted by the plaintiff. Ogiegbaen (an elder) knew of it. The trees have been due for tapping since 1939. They were planted in 1931 or 1932. Chief Ehondor speaks for the plaintiff. He claims that in May 1940 he presided over the dispute where Orobator was made to prove if he gave the plantation to the defendant. They inspected the farm and found they were separate. The elders ordered the plantation be awarded to the defendant, but the witness refused on the grounds that a path had been hewn for the defendant's boys to tap the plaintiff's plantation. He claims to have been sent alone. The defendant in his testimony states that he received the plantation on a £120 loan to Joseph, who used the money to buy a lorry. He claims Joseph did not specify the number of trees, and that there is no boundary between Idahor and the plaintiff. The plantation is on the Benin-Agbor road. The plantation is inspected. The plaintiff did not know the way there. There is no boundary between the plaintiff and Orobator, who farmed there 4 years before planting. The girth does differ on their trees. No damage has been done. The case is dismissed, as there was no boundary and no damage.

Case or petition: #? From Folio 371/2/40A

Tags: Boundaries

Source: OPA, Benin Native Court 1940 #74

Overview: This case begins in the middle. Ahoudor (?) testifies that in 1928, the District Officer sent for Obadiaru and Ahoudor (?) to see the land in dispute. They were given a plan and told to trace out the boundary between 3 farms. The plaintiff had no

land within the boundary. Blocks were placed to mark the boundary; the plaintiff claims these were in his farm. Izeobigie, the defendant's witness, states that 4 years ago there was a dispute between the plaintiff and the defendant concerning rubber. The District Officer inspected the land, and sent chiefs and a surveyor to vie the path hewed around it before the survey. The survey fee was £5. After two years, the defendant placed blocks according to the survey. The land is inspected. The defendant purposefully placed blocks to add some of the plaintiff's rubbers to his. The blocks are to be removed and the usual boundary is to remain valid. There is a judgment crossed out that the plaintiff is to remove the blocks.

Case or petition: #A184/57 Omosumwen of Oka v. Asaseben (f) of Oka

Tags: Right to sell, Sale

Source: OPA, Native Court of Appeal Benin City 1958-59

Overview: The claim is for unlawfully selling the complainant's rubber farm at Oka 3 years ago. The accused has appealed. He has been fined £1 and 10s costs. He must release the plantation. The case is referred back to the lower court with no details given.

Case or petition: #A235/57: Erimweingboro of Okha v. Lakeje (m) of Okha and Alokpo (m) of Okha

Tags: Sale, Rental

Source: OPA, Native Court of Appeal Benin City 1958-59

Overview: The claim is for stealing latex. The lower court found that the first accused had no claim to answer. The plaintiff as appellant claims that he bought the farm from Omoregie 11 years ago, but did not report it to the Odionwere. There was no bill of slave. The lower court made no inspection. He sued the second accused for subletting rubber trees from the first accused. The second accused says he had a common boundary with Omoregie. Both planted rubber. The rubber was planted 11 years ago and tapped 7 years ago. Omoregie left when it was 4 years old. His son has rented some rubber 3 years ago and the second accused rented to the first accused last month. He is asked why his son hired another man's farm, and answers that "My son could do any thing he likes." The court finds the second accused gave the first accused the complainant's plantation for hire. Also, his attitude is uncomplimentary. Appeal is allowed and the second accused is fined £3.

Case or petition: #251/57: Imade Osagie (m) of Okhuahe v. Obantin of Benin City

Tags: None

Source: OPA, Native Court of Appeal Benin City 1958-59

Overview: The claim is for tapping the complainant's rubber at Okhuahe Village. The lower court found the accused guilty and fined him £5. The accused appeals. This is struck out because the appellant does not appear.

Case or petition: #A258/57: Michael Ebegbe (m) of Ugbogun v. Ewrigi Nwolo of Iboe Ugbogun

Tags: Embedded

Source: OPA, Native Court of Appeal Benin City 1958-59

Overview: The claim is for collecting rubber from the complainant's trees. The lower court found the accused guilty and levied a £10 fine. The accused appeals. He claims he is not the one who tapped the trees. He was in his master's plantation and collected 7 sheets of rubber that day. He believes the case is because the respondent accuses him of chasing his wife. He was made to take an oath on this. The court finds the action is a malicious one and so allows the appeal. The accused is acquitted.

Case or petition: #A59/57: Ogbonmwankan Osagie of Matilikua v. Damond of Matilikua

Tags: None

Source: OPA, Native Court of Appeal Benin City 1958-59

Overview: The claim is for trespass and planting cocoyam. The accused was found guilty in the Okha Native Court and fined £5. His statement of appeal is that trespass is not criminal. The Enogie was not mentioned as the owner, where the elders are caretakers. The court did not let him produce the person who gave him the land. He was given land by Obabueki; he paid £2 and 10s for the job in advance (it is not clear what type of contract this is). The complainant claims also to have sued Obabueki. The court finds that the accused broke no by-law, because he is only a job-maker. The appeal is allowed.

Case or petition: #1127/44: Edegbe (m) of Benin v. Imemwan (f) of Benin

Tags: Embedded, Inheritance

Source: OPA, Court Cases 1944 #90

Overview: The claim is for return of a rubber plantation. The plaintiff states that the farm is 11 years old. Four farms were planted on different dates. The defendant claims it is the defendant's father's. The plaintiff admits the defendant's father was the first to have a plantation at the spot. The defendant's father died 11 years ago and his brother was not aware that the plaintiff tapped the trees. The ward council heard the case and decided for the defendant. Izedoumwen (m), the plaintiff's witness, states that he is the defendant's father's son in law. 10 years ago, the defendant's father asked him to farm at the spot. Soon after the plaintiff asked the witness to farm at the same spot and the witness refused, telling him to ask the defendant's father. The plaintiff was give land and planted rubber. When he planted, the defendant was the witness's wife. The plaintiff is the witness's father. The witness admits that his testimony has been motivated by the divorce. The defendant testifies that soon after the divorce, she went to Lagos. When she returned 7 years ago for a visit, she found the plaintiff digging ridges for yams. She objected and "told my people." Her husband in Lagos would not let her return until she had a child by him. She returned four years ago. She sued him in the Ward Council and won. The stumps that are 1 foot 10 inches in girth had been planted to replace those cut away, which were 4 feet 10 inches. The land is inspected. The plaintiff's witnesses were hostile to him. The Ward Council found the plantation belonged to the defendant's

father. Chief Edohen “who is the landlord, denied knowing plttf as the owner of the plantation in dispute,” The plaintiff is obviously claiming because the eldest child of the original owner is a woman. The case is dismissed.

Case or petition: #3586/40: Okungbowa (m) of Benin v. Umeoghisen (?) (m) of Benin

Tags: Destruction

Source: OPA, Benin Civil Court 1940 #137

Overview: The claim is for damaging rubber and gari. The plaintiff testifies that the defendant made a wide road, admitted the mistake, and then told the District Officer the crops were his. The plaintiff made the farm 8 years consecutively. The defendant claims his farm was burnt by another man and that the plaintiff bore witness to this and that the District Officer evicted the plaintiff. Imazehazan, the plaintiff’s witness, testifies that the boundary is a tree. The plaintiff planted rubber 3 years ago. The defendant testifies that 6 years ago, he told Aboruo (?) that he would make a farm. He was told that he was not the only one with rights to it. Aboruo (?) brought the plaintiff to the elders, and he brought 2 bottles of schnapps and 20 kola nuts. At first, they refused, but “after much begging” they sent a boy to show him the boundaries. He planted yams and rubber after clearing the bush. One day, he found the farm burnt by Omoregbe, a teacher, who admitted to it. The plaintiff then planted rubber in the spot. The defendant rooted it and sued him. The district Officer gave judgment in the defendant’s favor. He has been planting rubber for 5 years. Ogbomo, his first witness, testifies that he is one of the elders who gave the land to the defendant. He refused to be the plaintiff’s witness because “we do not know him.” Ogiemoyi, the defendant’s second witness, is another elder who states that “we used to work for him in the farm.” The defendant claims he got the land from Egbon, the head of Ukumidiunin (?). The court decides that the land clearly belongs to the defendant and that there is no proof of malicious destruction. The case is dismissed.

Case or petition: #3459/40: Edosomah (m) of Benin v. Jebase of (m) Benin

Tags: Boundaries

Source: OPA, Benin Civil Court 1940 #137

Overview: The claim is to restore a rubber plantation detained 4 years ago. The plaintiff testifies that he has a common boundary with the defendant, who gave a portion to another person for tapping. That person marked the boundary with pineapples and took part of the plantation this way. The plaintiff sued him at the Ward Council, which sent delegates. The tapper refused to swear juju, but was willing to swear on a Bible, to which the plaintiff objected. The plaintiff claims the palm tree was the boundary. The pineapple was planted 6 years ago. The plaintiff claims to have marked the boundary with numbers on the trees. The defendant testifies that he has been farming there 18 years. The land is inspected and it is found that the palm tree is the boundary. The defendant has a common boundary with the land, contrary to his statements. The court finds for the plaintiff for his plantation.

Case or petition: Hamilton v. Ayevbomwan Okundaye.

Tags: Sale, Destruction, Right to sell

Source: OPA, File A201/57 Hamilton v. Ayevbomwan Okundaye.

Overview: This is an urban case from Benin City. The plaintiff received a building plot from the Ward Council in 1955. Mr Okunbor owned rubber there and paid no heed to the plaintiff, who had the rubber assessed and paid £8 and 7s and 5d into the treasury. The defendant claimed to have bought the land from Okunbor and sued for £250 (?) for destroying the rubber. The defendant sued and won £10 and costs at the magistrate's court, but title was not entered in to. The Ward Council had warned all farm owners not to sell permanent crops without authority of the ward. The defendant paid £25 for the rubber. His application was approved by the Oba through the Ward Council and Plot Allocation Committee. The Lands Office refused to endorse this, so he withdrew. The Ward authorized him to continue building. The court finds for the plaintiff. The defendant appeals on the grounds that the lower court failed to consider that the owner of the corps could also be a bona fide owner of the land. No record of the appeal is contained in the folder.

Case or petition: #1705/42: JE Obaseki of Benin v. Erhabor of Benin

Tags: Sale, Destruction, Boundaries

Source: OPA, Benin Civil Court 1942: #290 (Cont.)

Overview: The claim is to remove rubber trees from the plaintiff's plantation from 5 years ago. The plaintiff testifies that he was given power of administration over the estate of N.O. Dosomah until Dosomah's son is grown. He had farms at Ute, marked with roads. The defendant planted rubber on one. The plaintiff told his master to uproot them. The deceased made the paths 16 years ago. The Enogie who gave the land to the deceased had died. Wilkie, for the plaintiff, testifies that 16 years ago the authorities gave the plot to his father and N.O. Edosomah. He is the employer of the defendant, who worked for him at £1 per month for 3 years and for 15s later on. J.E. Imafidon, for the plaintiff, testifies that he is a caretaker of the farms. He could not inspect them because they are too large. Some are a mile square. Ikhimwin was planted to mark the plots. The defendant testifies that the elders of Uteh gave him power to farm there 14 years ago and that he planted rubber 8 years ago. The farm does not belong to the elders of Uteh. He made farm there before the roads were made. The defendant's first witness is the Enogie of Uteh. He testifies that he became Enogie a year ago. Edosomwan made his plot into 5 farms. He was told not to claim the land on which the road stood. The defendant's trees are not on the deceased's farm. At the time of the events, he was 3rd to the Enogie. The dispute went to the Oba's court. The witness did not testify. Okuonroho (m) testifies that he is responsible for giving land to people. He gave the deceased land. The road is not on the deceased's plot, and so he used to let others farm there. Ikhimwin was uprooted by the plaintiff. This was not planted by the first Enogie to mark the plot. The other Uteh people are not farming near the defendant, because it is far from Uteh.

The farm is inspected. The elders claimed the land to be theirs. They said they made no mark to show the land given to the deceased. The did not object when the deceased made a plot, because there was no dispute then and he didn't want his house in the midst of crops. The deceased seems to be the rightful owner. Another man with land in the vicinity sold his plot to the plaintiff. There are no boundary marks. The elders said they were not responsible for the boundary. The court believes the defendant and his witnesses bargained to deprive the plaintiff of his land. The judgment is for the plaintiff with costs. The defendant may sell his trees to the plaintiff or uproot them.

Case or petition: #293/42: Ereyimwen (m) of Benin v. Tiger Asahon of Benin

Tags: Destruction

Source: OPA, Benin Civil Court 1942: #290 (Cont.)

Overview: The claim is £30 damage to rubber trees. The trees were burnt; fire crept from the defendant's farm. The rubber was planted 8 years ago. The defendant claims that hunters started the fire. Inspection reveals that the defendant set the fires, but only 1 tree was burnt. Delegates state that damage was due to bad tapping, and so the claim is dismissed.

Case or petition: #2562/38: Ikunde Erebor (m) of Benin v. Eregbowa (m) of Benin

Tags: Pledge

Source: OPA, Benin NC 1938-39 #212

Overview: The claim is for a £3 debt. The plaintiff testifies that the defendant asked for a £3 loan and that he received a rubber plantation of roughly 60 trees to tap. He did not get a receipt because he was looking for his stolen bicycle. When he went to tap the rubber, he found another man there claiming the defendant had given it to him. He will only swear on a Bible, and has brought his baptism certificate. He has three witnesses who support his story. The defendant testifies that the plantation is by Ekai village road. He claims to have caught the plaintiff's boy tapping his plantation and changed him £10, of which only £3 was paid. There are 64 trees. He has a witness; the case is adjourned for the police's evidence. The defendant complained to police and then withdrew the case. The defendant did not give a receipt for the £3 paid. The plaintiff believes the plantation was hired on pledge. The court believes the plaintiff and his witnesses are lying, because 60 rubber trees cannot be let out for £3.

Case or petition: #178/39: Ikehen (m) of Benin v. (?)habowa (m) of Ologo

Tags: Rental

Source: OPA, Benin NC 1938-39 #212

Overview: The claim is for £10, the cost of rubber tapped. The plaintiff testifies that 3 years ago, Osagiede hired his 1000 tree plantation for 5 years. When he died, his next of kin Ovbiebo and his son made another agreement. Three months ago the defendant started tapping it. The defendant claims the rent is £7 yearly, but the plaintiff refused to pay for a year. The plaintiff only tapped for 2 years before Osagiele died. Judgment is for the plaintiff for £5 plus cost. He is ordered to complete the outstanding 3 years of

payment. The case is reopened. The landlord is Uhie village. The judgment is altered. The case is dismissed and the defendant is to allow the plaintiff one more year. No reason is given for this. The plaintiff applies for review and is declined.

Case or petition: #521/39: Joseph Obazie of Benin v. A. Wilkey (m) of Benin

Tags: Rental, Destruction

Source: OPA, Benin NC 1938-39 #212

Overview: The claim is for £50 for damage to a rubber plantation. The plantation is at Ughiku (?). In 1937, the defendant wanted to hire it. He agreed at 3d per tree, totalling £12 and 6s and 3d per year, but paid in instalments. The defendant only paid £10. He wanted to renew in 1938, but the plaintiff refused. The plain then hired the land to Chief Ughogbo. The defendant heard this and became annoyed, sending his own laborers. They tapped the trees in 4 or 5 places and in some cases dug up the roots. The plaintiff tried to sue in the magistrate's court but because it was a land case, he was told to go to the native court. 6 laborers were arrested by the Benin Native Authority. The magistrate's court told the plaintiff to act for himself, but he is here represented by his brother. So, the case is dismissed and he is told to take a fresh summons.

Case or petition: #841/49: Ojo Osagie of Benin v. Avibayor Oniawe of Benin

Tags: Rental

Source: OPA, Benin NC 1949: #206

Overview: The claim is for £25, the value of 568 rubber trees tapped. The defendant is not present. The plaintiff claims that 7 months ago the defendant hired 368 trees at 2d per tree, for a total of £3 and 1s and 4d. He tapped 200 more of his own accord. The plaintiff is awarded £25 plus costs.

Case or petition: #1667/41: Omorodion Ekegbian of Benin v. Osazuwa (m) of Benin

Tags: Sale, Boundaries

Source: OPA, Benin Criminal Court 1941 No 4/41B

Overview: The charge is having damaged 9 rubber trees. The complainant testifies that he found the defendant cutting a tree near the path. The defendant claimed this was not illegal since it was in the road. Ehigie, who has a boundary with the farm, sold some rubber to the accused, but claimed this was not it. A path was made as a boundary, with Oniwo and Okhilihan trees planted to mark it. The accused appears to have been cutting a boundary. The complainant claims he encroached 12 yards into his plot. The defendant testifies that he bought the farm from Ehigie for £9 and informed his sister. He believes the complainant conspired against him because Ehigie is "now vexed with for selling the farm to me at such a price." He submits the agreement dated 16 September 1941. Okhikhuan trees are admitted to be planted as the boundary. He did not call Ehigie as a witness because he is a friend of the complainant. £5 was paid as ready cash with the balance to be paid in instalments. Ehigie testifies that he showed the defendant the boundary path. He showed the 5 (trees?) he would sell and two others. He cut

around the 5 and two trees fixed a boundary on one end. He prepared a stamped agreement which the defendant rejected as not valid enough. On a new paper he lists the names of all those with a common boundary. He claims the defendant farmed beyond his portion and the defendant told the plaintiff the agreement relinquished all seven farms. The plaintiff saw this was true and so refused the £5. The defendant refused to accept this, and so Ehigie went to the Oba who sent inspectors that met the plaintiff making the current complaint. The court inspects the land and finds no real boundary, only an inadequate Oniwo stump. 5 trees in the disputed portion were cut. Ehigie gave no definite boundary; the court blames him for the confusion. The accused is guilty but is discharged with a warning.

Case or petition: #1722/44: Jacob (m) of Benin v. Ruben (m) of Benin

Tags: Boundaries, Sale, Rental

Source: OPA, Benin Criminal Court 1941 No 4/41B

Overview: The claim is that the defendant unlawfully tapped 3 rubber. The complainant testifies that he bought the plantation from one Omorere 2 years ago. He blames the person with a common boundary. The accused and one Chazor came and begged him. Now the accused claims to be the owner. Omorere testifies that Okpagma and Oporipu were planted as a boundary. When the dispute arose, these were “traced out” and the boundary was marked. This gave the 3 disputed trees to the plaintiff and 2 to the defendant. The complainant “began to speak of how he would suffer accused because of the trespass,” but Omorere warned him not to because it was a mistake and the boundary was unclear. The accused testifies that Omorere has been claiming some of his trees for 4 years now. 3 years ago, the accused planted pineapples along the boundary. Recently, he hired it out. He did not go with his father and Omorere when they had the boundary well cut. The pineapples were planted before the plaintiff bought the land. His father advised him to drop the claim to the 3 trees because he is a brother-in-law to Omorere. The land is inspected. Both the boundary trees and pineapples are seen. The 3 rubbers are clearly in the plaintiff’s farm. The judgment is that the accused is guilty because there is no decisive boundary. He is fined 2s 6d, and the complainant should take no further action.

Case or petition: #71/50: Osagie (m) of Obajese v. Nivierorushu of Obajese

Tags: Rental

Source: OPA, Court Proceeding Record Book 1949 #86A

Overview: The claim is for tapping his rubber trees and thus stealing. The complainant hired the plantation from a “Mr. Lagos.” The defendant pleads guilty. He is fined £5 or 3 months imprisonment.

Case or petition: #843/54: A. Izenbokun (?) of Benin City v. Igberiohene (?) of Benin City

Tags: Sale

Source: OPA, Court Proceeding Record Book 1949 #86A

Overview: The claim is to release a rubber plantation bought from MC Ishola Coker since July 1954. The plaintiff testifies he bought it for £25. He paid £18 in advance. It is on Sakpoba Road near Ugbekun. The defendant prevented the plaintiff's laborer from tapping it. The defendant sued the plaintiff for stealing by tapping her trees. Coker showed the agreement by which she bought the rubber from the defendant's husband and the one between Coker and the plaintiff. The purchase agreement is stamped. Coker bought the plantation in 1952 from Mr. Fakaukun. Coker is Yoruba. The defendant's wife (husband?) was not present. The defendant testifies that she bought the plantation in 1947. Fakaukun was present, but it was not bought in his name. She bought from Mr. Igbinovia, who made it. He submits agreement papers. He was sick and "went on tour," and returned to find the plaintiff's laborer there. The defendant produced the 1947 agreement at the criminal court and the court found he had no case to answer. It is only now he is being hit with a civil suit. She deserted her husband 2 years ago. Igbinovia is her witness. He was introduced by his sister. He sold the plantation for £25. The court finds no evidence that Mr. Fakaukun ever owned the farm. The defendant is the rightful owner, and the case is dismissed.

Case or petition: #843/54: A. Izenbokun (?) of Benin City v. Igberiohene (?) of Benin City

Tags: Destruction

Source: OPA, File 35/58: JJ Idehen v. JE Edokpolor

Overview: The claim is for £3990 damages to a rubber plantation at Oregbemi in Benin Division. The claim is 389 rubber at £10 each and 20 coffee at £5 each. The statement of claim is that the defendant is a rubber dealer and has a rubber creping factory. Oregbene is 3 miles from Benin. By custom, Oregbeni natives "have a right to cultivate catch crops on any vacant lands." No stranger may cultivate without permission of the Oregbene people. Natives only have exclusive possession of land allocated with express permission of the elders. In 1925, the plaintiff applied to the elders of Oregbeni and gave them "kola nuts and drinks." He planted rubber and coffee. The defendant cut down 198 trees in 1956 to make a road. He stopped when threatened with a lawsuit, and then started again. The statement of defence denies that the plantation is as marked in the map. Some of the land claimed is swamp. The plaintiff is a rival rubber dealer. An additional document notes that Guobadia has a small plantation to the south, separated by a moat. When the defendant first cut trees, the plaintiff complained to the elders and the defendant's relatives, but they were unable to make him settle. The defendant alleges that the plaintiff influenced the elders against giving him a site for a creping factory. The defendant is claiming 3s per tree because that is what the Benin Division Council is charging. The court awards him £10 per tree.

Case or petition: #A337/52 and A338/52 Resumed From ?

Tags: Destruction

Source: OPA, Court Proceedings 1953-55 #3

Overview: The first accused bought rubber trees from Orobaton, not Iguodala. The plot was surveyed. The second accused felled rubber on the plot. There was a dispute between wards 6 and 7 over the land, but the defendant did not “take the trouble of asking of the land before levelling it.” He was asked to pay 3s per tree to Mme Iguodala and these were deposited in the treasury. The judgment is that the appeal is disallowed. Both parties are guilty and fined 10s.

Case or petition: #A 325/53: Chief Ero v. Isibor

Tags: Chief, Sale, Right to sell

Source: OPA, Court Proceedings 1953-55 #3

Overview: The claim is that the defendant caused dissent by allocating a plot to Paul. The defendant’s grounds of appeal are that the plot is one with rubber trees and the defendant claims it is not occupied by the complainant’s house. The trees were sold by the owner to Paul. The land was communal before the rubber was planted. It belonged to the plantation owner because the complainant could on no ground appropriate the trees. The defendant is the chairman of the ward. The complainant prosecuted Ogbeide for selling it. The defendant claims this is no proof of ownership. He “has only taken advantage of the ignorance of Ogbeide to awe him into silence.” “It is indisputable that a piece of communal land is the property of a native as soon as he occupies the land with his labor or property provided that the piece of communal land before then was vacant.” The court proceedings state that the accused’s father owns the trees and the accused charged Ogbeide for selling them. He was fined £5. It is not clear if the sale was annulled. The court remarks that the respondent has explained that he can give his land for building to any relative. The £5 fine is upheld. An appeal is enclosed between Chief Ero and Omoregie. The case has been heard by the Benin Civil Court, the Benin Divisional Appeal Court, the District Officer’s appeal court, and now the Resident. The defendant paid £9 to the owner of the rubber trees, chief Ero’s brother, and made other expenses. The resident believe that Chief Ero changed his mind about a plot he allocated and so tried to evict the defendant through litigation.

Case or petition: Petition by Mr. Jonathan Elakety G. Macrae

Tags: Strangers

Source: NAI, BD 207 154: Petition re: rubber estate.

Overview: The petitioner is from Freetown, Sierra Leone. The estate is at Benin City, and belonged to the late Mr. C.C. Leacock. His petition dates from 13 April 1943. A letter from the Native Authority treasurer, dated 26 March 1943 asks if the rubber farm was originally owned by Leacock, formerly an employee of the Public Works Department. In roughly 1928 (?), it was discovered that Leacock planted in this area near the Uzebu quarter and the Ogba Water Works. He did so without permission and as a foreigner without a lease. The matter was reported to the Native Authority, which took action against him in the Provincial Court. The Native Authority won judgment for the rubber farm, which has since been its property. In about 1929, the farm was leased to

Chief Erston (Iheze) on application for 20s rent per year. After he died, it was leased to D.O. Obaseki (Chief Obaruyiedo) at the same rent and this was paid regularly to Native Authority. Leacock never appealed. Macrae is a maternal brother of Leacock.

Case or petition: 4 Dec, 1944: Chief Ireto Olutse to Resident Warri and 19 June, 1944: Jesse Chain Council to DO Jekri-Sobo

Tags: Strangers, Chief

Source: NAI, WP 149 rubber production

Overview: The petition by Chief Ireto gives a subject heading of “Obstruction against tapping rubber plantation at Evbronogbon-Jesse.” In it, Olutse claims that he is a native of Evbronogbon. His father Olutse was one of the first founders of the settlement and a native of Benin. Evbronogbon was formerly under the jurisdiction of Benin City, and had a boundary as a separate division from Jesse. When Jesse was transferred to Warri Province, Evbronogbon was included in the transfer. Before this, he planted rubber. He started during the reign of Eweka II. The trees now tappable and “cover an area of telegraph pole distance.” “As an act of ownership of the settlement Evbronogbon, the palm produce are collected by me offering no tribute to any party.” He is a court member at Onyoburu with Jesse members. Chief Umayan, a council member at Jesse, has led a campaign to obstruct him from tapping the rubber unless he pays £10 a year to the Jesse natives. He feels this is unjustified, since Jesse cannot honestly claim any portion of land in Evbronogbon. He has only his tax to pay and collect those of taxable males in Evbronogbon, and has no other obligation to the Jesse people He would like Resident to demand explanation from Umayan. Another letter from the Jesse Chain Council dated 19 June 1944 claims that the petitioner Ireto is not a native of Jesse, and his father is not the founder of Avbronogbon-Jesse. The contents of his petition are false. An action has been taken against him for £10 yearly rend, and he complained to the District Officer, who told him to pay rent on the grounds that he is a stranger. The D.O. ordered that the case (81/43) be read at the open council of Jesse. The letter attaches a copy of the case. He did not apply for review because he admitted the case. They have ordered him to tap the trees a year and six months ago; since then they demanded the yearly rent.

Case or petition: 19 Aug, 1938: Petition from Mofata

Tags: None

Source: Ben Dist 1 BD 28 Vol 9 Oba’s Court Appeals

Overview: The petition is about a case between Oriakhi (m) of Benin and Mofata (f) of Benin. This is numbered 118/23 at the Oba’s court. She asks for a review, based on submissions that were enclosed in a latter from July 1928. She would like the District Officer to go through them. If not, she would like to be granted a concession that the case be transferred to the Court of the Magistrate, seeing as she has already retained council. She would like the case to be taken as “res judicata”, since the case was decided in her favor 15 years ago.

Case or petition: 22 Nov 1941: Petition by Guobadia

Tags: Pledge, Non-payment

Source: Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals

Overview: In this petition, Guobadia states that he "pledged" his maternal brother's house for £30. It would be forfeited if he failed to pay by 23/12/41. He loaned £15 of this to a friend to buy three rubber plantations. The friend would repay with the rubber sheets in June 1941, or lose the plantations. When the friend failed to repay, Guobadia sued him in the Benin Native Court claiming either his money or the plantations. He received judgement for the plantations and costs. Because the friend was "very friendly" with a court member, he was able to forestall a bench warrant by appealing to the Oba's court. He complains that "if C/M No. 1 had not unduly interfered in my matter by telling tales out of school the man Idusaye Okunzuwa would not have had such opportunity of playing a hide-and-seek game with me."

Case or petition: 23 Nov, 1941: ? to District Officer, Benin Division

Tags: Sale

Source: Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals

Overview: This petition relates to a case between Oni and Ommwenkhiuwu. The petitioner claims to have bought a plantation of 412 trees at Ohobi on the Benin/Sapele road from Omonomose for £2 and 10s in 1938, and has since planted more rubber and put identification marks on the new trees he has planted. However, Omonomose was not the original owner; they were planted by a son of his. When the son died, Ommwenkhiuwu claimed the property. The Oba's court did not inspect the portion in dispute. The petitioner wants Ommwenkhiuwu to be made to swear juju, at which point he will have to surrender the plantation, but otherwise the defendant's claim has "fallen flat."

Case or petition: 28 Aug, 1942: Idahosa of Benin to District Officer, Benin

Tags: Sale

Source: Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals

Overview: The petitioner claims that Chief J.O. Iyamu of Benin sued him for £8 and 8s for unlawful tapping of his rubber, and had judgment in his absence. He appealed, but alleges that Iyamu bought off a witness (Omoregie) by negotiating with him for the plantation in dispute. Iyamu produced a document dated 24/1/1940 for a sale for £10, witnessed by his own son. Idahosa finds this suspicious and does not believe his father would sell 1000 trees for this little amount. Iyamu sold it for £30 to another man. He also claims that he paid the balance in instalments to Idahosa's junior brother. He claims that he, not his father, planted it. He has documentation showing that he rented it out during his father's life time, even after the supposed document of sale. He writes that "Chief J.O. Iyamu, at one time a court clerk, knows how to make case, and knows also now to twist matters to suit his whims and caprices."

Case or petition: 1 Oct, 1942: Omoregbe to DO, Benin

Tags: Boundaries

Source: Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals

Overview: The petition is about a rubber plantation dealt with in Ologbo Court and the Oba's Court, numbered A/166/42. He would like his case reviewed on the grounds that he started to cultivate the land long before the plaintiff came there, that the rubber trees taken by the plaintiff are about 135, that the 135 trees are over the 20s awarded to Omoregbe by the Oba's Court, that there was no trespass as the plaintiff had made no enclosure and had not demarcated trees, and that the portion allotted to the plaintiff was not pegged by either the Ologbo chiefs or elders. They would not have included Omoregbe's portion with the plaintiff's.

Case or petition: 31 May, 1944: Edebiri to DO, Benin City

Tags: Sale

Source: Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals

Overview: This petition relates to a rubber plantation considered in Oba's Court Case A69/1944. The petitioner claims to have purchased a plantation in 1939 for 30s and another in 1937 for 90s. Okhuasuyi trespassed in one of them, and claimed he bought the trees from Iyekepolor. In court Iyekepolor stated that Edebiri bought it. He claims the court record has been tampered with since it was written.

Case or petition: 29 August 1944: Letter from Edeghomwaa

Tags: None

Source: Ben Dist 1 BD 28 Vol 11 Oba's Court Appeals

Overview: This petition relates to case A362/44. The claim is for £10 for latex collected from the plaintiff's rubber trees. No details of the case are given.

Case or petition: 12 Jan 1938: Obaduyi of Benin to Reviewing Officer

Tags: Chief, Rental

Source: Ben Dist I BD 65 Vol 20 Petition Benin Native Court

Overview: The petitioner writes that he sued Chief Elema claiming a rubber plantation, and requested he be made to take an oath. The court granted this and judged against the chief. The chief's tenant continued to tap it, and so the petitioner sued the chief again for £15. The chief offered £8 for the plantation + costs out of court to settle, which the petitioner refused. He was not allowed to mention the settlement in court.

Case or petition: 22 April 1938, Obonokokomor to Reviewing Officer

Tags: Chief

Source: Ben Dist I BD 65 Vol 21 Petition Benin Native Court

Overview: The petitioner writes that he met Igbinedion, the eldest son of Chief Eghobamien, tapping his rubber at Evbotubu. Igbinedion claimed that he was tapping on the insistence of Idehen, whose sister is a wife of the chief. Idehen at first denied this, but later recanted. Igbinedion advised Obonokokomor not to take action in a Native Court, because Idehen's father is a "great personality in the Benin Native Court." The Assistant District Officer, however, instructed him to go to the Native Court. He complains that his case was dismissed without him being able to explain himself.

Case or petition: April 15, 1953: Petition from Dibia Afam

Tags: Chief

Source: NAI, Ben Prof 1 BP 203/706, "Dibia Afam, petition from."

Overview: In this petition, Afam asks for an appeal against a decision of the District Officer. In 1939, he began a plantation of palm and rubber trees on land he had acquired without payment. He extended this each of the next three years. He made another extension in 1949, and his relatives then asked him to pay £ 1 annually for the use of the land. Afam objected that he already paid tax and was "a free born of that family."

Ochaloa sued Afam on behalf of the Obgeowele people. He testifies that the land is owned by the community, and is to be used by all for gathering firewood, palm nuts, and other produce. His witness, Michael Oshu, states that Afam has a farm four times as large as that of a typical person. If the other Ogbeowele people claimed similar shares of bush, there would not be enough land. The District Officer instructed Afam to uproot the trees he planted in 1949, because permanent crops could not be planted without the consent of the community.

The Resident decided that Afam should not pay for land he used for fifteen years, but he should pay for any recent extensions. He set aside the District Officer's judgment and referred the case back to the Native Court. Afam objected, but officials noted that Afam had already been ordered to reach an out-of-court settlement with his family.

Case or petition: #1649/53: Chief Esamegho (m) of Benin v. Ambale of Benin

Tags: Sale

Source: OPA, Court Proceeding Record Book Benin City 1953/54 #51

Overview: The charge is selling the complainant's rubber plantation to Oboh and usurping ownership. The complainant testifies that he bought the land 11 years ago. He tapped for 5 years. He had his laborers stop when the trees were shedding leaves. He then met laborers sent by Oboh (?) tapping. He sued the sellers in court and they confirmed his ownership. Judgment was in his favor. The plantation is about a mile from the Sapele main road. He has a written agreement from 1942 of purchase for £3 and 5s from Omorodion and another from 1945 for £3 and 15s from Obaze. The agreements do not specify locations. The defendant testifies that it is odd the plaintiff sued the sellers and not the accused. He claims that his father bought the farm from Akengbowa for £3 and 15s in 1943. It was 3 or 4 years old when it was bought. He submits a receipt and agreement - both parties are dead. He did not know about the plantation or the dispute while his father was alive. The court finds that the plaintiff's agreements are much more vague than the accused's. The plaintiff's suit is malicious. The complainant should first take a civil suit for ownership.

Case or petition: #880/54: Esama Pgho of Benin City v. Goodluck (m) of Usobo now at Benin City

Tags: Sale

Source: OPA, Benin Criminal Case Record Book 1954-55 #216

Overview: The charge is stealing by tapping rubber. There was a previous case between the plaintiff and Abani, which the plaintiff won. The accused has failed to stop tapping. The accused was sent by Obo, who bought the farm from Abani. The complainant cannot say why he did not sue Obo. There is a pending appeal by Abani. The court says it is out of place for the complainant to sue while there is an appeal on, and finds the accused not guilty.