
Borrowing of Land, Security of Tenure and Sustainable Land Use in Burkina Faso

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ABSTRACT

Lack of formal security of land tenure is often cited as a constraint for participatory land management programmes which try to motivate African farmers to grow trees and to realize other improvements in their fields in order to control soil erosion. According to this approach, the borrowing of land would represent an insecure form of land tenure hindering sustainable land use. However, on the basis of a case study in Burkina Faso, this article demonstrates that this is not necessarily so: borrowing arrangements may play a part in avoiding local overload of the carrying capacity and in an efficient distribution of village lands among the farming units. Furthermore, borrowing does not hinder some major intensification techniques of land use which are currently being applied in Burkina Faso. Legal interventions which aim to increase security of tenure and to create favourable conditions for sustainable land use may in fact have the opposite effect.

INTRODUCTION

In the past, colonial administrators in Africa were keen to introduce private land titles to replace the so-called traditional or indigenous systems of land tenure. It was thought that only private, freehold arrangements could offer the security necessary to motivate African peasants into making investments to improve the efficiency and productivity of their agricultural production (Bassett, 1993: 4). In Burkina Faso, however, this policy of encouraged individualization did not have any dramatic effects on existing land tenure patterns (Şaul, 1993: 76). Although a growing number of studies now demonstrate the benefits that farmers may derive from the indigenous tenure systems in Africa (e.g. Bruce, 1993), there is still a widespread belief that

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sustainable agricultural production in Africa requires an increase in security of land tenure (Kessler and Breman, 1995: 60) based on solid individual land titles (Harrison, 1990: 58, 59, 313). Lack of formal security is often cited as a constraint for participatory land management programmes which try to motivate farmers to grow trees and to make other improvements in their fields in order to control soil erosion (Timberlake, 1985: 120). It is argued that the borrowing of land, a practice which is relatively widespread in many parts of Burkina Faso,¹ is a serious threat to sustainable land use: those who borrow the land are not motivated to invest in improvements because of a lack of long-term security, while those who lend it do not allow investments for fear of appropriation of the land by the user.

In this article, the assumption that the borrowing of land represents an insecure form of tenure, resulting in less sustainable types of land use, will be challenged on the basis of a case study. After a brief description of the agricultural production and the forms of access to agricultural lands in the study village of Koin, Burkina Faso, it will be argued that borrowing may not harm the security of tenure as perceived by the producers of Koin. It will subsequently be shown that borrowing arrangements may play a part in avoiding local overload of the carrying capacity, and in the efficient distribution of village lands among the farming units and, furthermore, that borrowing does not impede some major land-use intensification techniques which are currently being applied in Burkina Faso. Finally, the hazardous character of possible legal interventions in the local land tenure system will be demonstrated.

AGRICULTURAL PRODUCTION IN KOIN

The village of Koin is situated in the western part of Burkina Faso (Sourou Province). Practically all of its inhabitants belong to the ethnic group of the *Samo*. The village economy is mainly based on the agricultural production of millet and sorghum (subsistence crops), groundnuts and cotton (cash crops). Agricultural production is carried out largely by shifting cultivation of the 'bush fields' or *wourou* outside the village settlement: 'village fields' or *gorro*, which are located within the village settlement between the compounds, are relatively scarce. In contrast to the 'bush fields', the 'village fields' do not require fallow periods but allow permanent cultivation because they are intensively manured by domestic waste and the excrement of small livestock.

The main basic farming unit is called the *somo* which is composed of a group of agnates. The exact composition of a *somo* may vary but most often

1. In the village used in this case study, Koin, 40 per cent of exploited fields can be classified as borrowed and 60 per cent as owned. Renting does not occur in Koin. The significance of borrowing elsewhere in Burkina Faso is confirmed by other studies (Kintz, 1990; Şaul, 1993).

includes brothers, their children and grandchildren, plus spouses, living in the same compound. The senior male member of this group, the *somodièna*, is responsible for the organization of the production process and the allocation of yields among the members of the *somo*. Although the *somo* is the main farming unit, some agricultural activities within the *somo* are executed in association with other farming units by organized farming parties. Male and female members of the *somo* may also cultivate individual fields (*bala*) and women especially may maintain kitchen gardens (*garça*). All agricultural lands in Koin are claimed by two agnatic lineages, the descendants of the two founders of Koin: each one is represented by a *tandièna* which means land chief or land priest. The *tandiènas* hold mainly sacral functions and may intervene in case of conflicts over lineage lands; however, the lands are actually controlled by the *somodiènas* of the founding lineages. The land controlled by a *somo* in its capacity as part of one of the founding lineages is called *madinatan*, or the 'own lineage land'.

A *somo* may become subdivided into two or more smaller farming units. Traditionally, the fission of the *somo* is caused by a natural process of growth by which, at a given moment, the *somo* becomes too extensive to manage.² Today however, the fission of the *somo* is also encouraged by an ongoing process of individualization.³ Members of a *somo* who aspire to extend their economic freedom will evade the authority of the family elders and abandon the *somo* to begin a new farming unit. This process of individualization does not imply that the lineage land controlled by the *somodièna* is immediately divided among the smaller farming units. Initially, there will only be a tacit division of the land based on the fact that the new farming units cultivate different parts of the zone. In the course of time this division will be perpetuated, resulting after one or two generations in clearer border definitions.

BORROWING OF LAND IN KOIN

Any relatively recent arrivals in the village, i.e. those who are not akin to one of the two founding lineages in the village, cannot claim rights to the *madinatan* lands. For these people, borrowing is the only possible way to gain access to agricultural lands. On the other hand, those who hold rights to *madinatan* land may also decide to borrow land. In order to borrow land, permission must be obtained from a *somodièna* who hold rights to *madinatan* lands. Borrowing may take three forms: nowadays, temporary borrowing or *njanko* is the most common. In case of *njanko*, the lending period coincides in

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2. Goody (1962) employs the term 'cyclical fission' to refer to the process of group replacement within the cycle of growth and decay.
 3. The significance of processes of individualization leading to the existence of smaller farming units has been described earlier by Broekhuysse (1976) and is clearly recognized by villagers in Koin.

principle with the duration of exploitation by the borrower. Normally, *njanko* concerns 'bush fields' which are exploited for five to twenty years before they are left in fallow; in practice, however, the lending period may exceed twenty years if the borrowed plot is larger than one field. In the case of *njanko*, borrowing rights are not hereditary and therefore not passed to the descendants of the borrower. A more permanent form of land transfer is *mokwala doudou*: in fact, the people of Koin do not associate *mokwala doudou* with borrowing, but claim that *madinatan* and *mokwala doudou* are broadly similar. *Mokwala doudou* applies to plots in the bush which are given to a settler and his offspring for an indefinite period (i.e. not determined by the actual duration of exploitation). Although *mokwala doudou* was granted to some new settlers in Koin in the past, there have been no recent cases. A special form of borrowing is *diantan*, which means asking land from one's mother's brother (*dian*). Such a request cannot easily be refused by the uncle. *Diantan* can be temporary, i.e. comparable with *njanko*, or quasi-permanent, i.e. comparable with *mokwala doudou*. *Diantan* is the only form of borrowing which might involve lenders and borrowers living in different villages.

Although the borrowers of land are normally men, women may also borrow, especially for horticultural production. Individual women who want to establish a kitchen garden (*garça*) usually borrow the land from their in-laws. However, collective gardens⁴ are becoming increasingly popular as their establishment is encouraged by development programmes through the financing or subsidizing of fences and/or wells. Land for a collective garden is not necessarily borrowed from the family-in-law of the participating women. Horticultural production is practised on 'village fields' and does not require fallow periods, so the lending lasts as long as the women continue to exploit the garden.

Whereas *mokwala doudou* has practically vanished during the last decades, temporary borrowing of land (*njanko* and *diantan*) has intensified.⁵ In fact, it is not hard to understand this increasing demand for land to borrow: for settlers who came into the village relatively recently, borrowing is the only possible form of access to land, while the subdivision of larger farming units into smaller ones also gives rise to a certain demand for land to borrow. On the other hand, the families who hold rights to own lineage land are still ready to lend. In order to understand the motivation for lending, one

4. The 'collective' character of horticultural production in Koin is limited to the borrowing arrangement and the investments made to secure water supply and protection against domestic animals. Normally, a collective garden is subdivided into several plots which are individually exploited by the participating women.
5. In 1975, Broekhuysse (1976) classified 74 per cent of the fields in Koin as *madinatan*; 22 per cent as *njanko* and 5 per cent as *diantan*, based on a sample of all fields under exploitation by 45 farming units. In 1993, I found the following percentages: 60 per cent for *madinatan*; 28 per cent for *njanko* and 12 per cent for *diantan*, based on a sample of all fields being used by 46 farming units.

needs to consider the system of land tenure in the wider social and political context.

In Koin, the obligation of the borrower towards the family who has allowed him access to land is not so much of a material character (although the borrower is expected to offer the lender some millet beer in the local bar from time to time),⁶ but rather of a social-political one. The borrower is expected to observe loyalty to the family of the lender. Since the lender has, in a sense, given the borrower the possibility to live by granting him the right to cultivate land, the borrower should in return balance this 'gift of life' with his loyalty. One of the village elders in Koin illustrated this point. He explained that in ancient times, when wars between villages occurred regularly, alliances based on lending and borrowing relations between different villages could reduce the risks of hostilities and provide reliable informants in hostile villages. For the people in Koin, the most reliable informants were nephews (sisters' sons) living in neighbouring villages but cultivating their uncles' land in Koin on the basis of *diantan*. A nephew would be ready to betray his fellow villagers in order to guarantee the security of his uncle. Of course, conflicts between villages do not end in open hostilities any more, but the relationship between the borrower of land and those who grant access to it still seems to coincide with an alliance based on the loyalty of the borrower towards the family of the lender.⁷ I will return later to the significance of the alliance between borrower and lender. For the moment, it is important to recognize the reciprocal nature of the borrowing arrangement in order to understand the motivation for lending.

BORROWING AND SECURITY OF TENURE IN KOIN

In the village of Koin, it was very hard to find a translation for 'security of tenure' in the local language. Finally we agreed to use the notion of *lanyantorro yé tanne* which means something like 'being at peace with regard to the land'. The notion refers to the material aspects of security of tenure and does not include the relations with the spirits of the bush (*donnoni*).

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6. Borrowing involves very little material obligation of the borrower towards the lender: no money or presents are given and no labour contributions are expected in exchange. However, all borrowers mentioned offering millet beer to the lender, and a few borrowers said that they had occasionally given millet to the lender in cases of illness in the family.
 7. Based on research in the Tapoa Province of Burkina Faso, Kintz (1990: 35–7) has suggested that there might be a similarity between the exchange of lands by borrowing transactions and the exchange of women through exogamous marriages as described by Lévi-Strauss (1967). The similarity would be that in both cases the exchange functions as a means to create alliances between different kinship groups and thus contributes to a certain stability and cohesion. Without getting involved in the debate, I would warn for functionalist causalities by the premature recognition of alliances and stability as leading principles in borrowing transactions.

There are two major components within *lanyantorro yé tanne*: having access to fertile fields and having peaceful and stable social relationships in the village.

For the men in Koin, who are responsible for the management of the land exploited by the farming unit, the need for fertile fields is mainly determined by the principles of shifting cultivation. This implies that they are not primarily interested in long-term access to the same field but rather in assured temporary access to fertile fields whenever they need them.⁸ The borrowing and lending of land assures widespread temporary access to farming land, independent of agnatic kinship. The borrowing of land thus contributes to a situation of *lanyantorro yé tanne*. For women wanting fertile land for horticultural production, borrowing is the only way to gain access. The inherent temporary character of the borrowing arrangement might constitute a factor of insecurity, since horticultural production allows permanent use of the land. Furthermore, in contrast to fields used for shifting cultivation, their gardens need considerable investments such as wells and fences — investments which the women may lose if the lender reclaims the land.

The maintenance of peaceful and stable social relationships in the village is extremely important, especially between lenders and borrowers. The borrowing of land is not a simple, impersonal agreement but rather a multi-stranded relationship between the family of the lender and the borrower. This implies that any type of conflict might cause damage to the basis of the borrowing arrangement. In a conflict situation, the lender might consider the behaviour of the borrower to be an act of disloyalty and might take back the land. The following case from the village of Laré, near Koin, is highly illustrative.

In Laré, a group of women exploited borrowed land as a collective garden. The women, organized in the Village Association, had made several investments in their garden using credit and subsidy from a project: a well, a fence and the plantation of a hedge to replace the fence in the course of time. The lender of the land, a *somodièna*, was also a member of the Village Association. He was responsible for letting out a donkey and a cart bought on credit by the Village Association; the hire profits were to pay off the credit and to finance other activities of the association. As a result of rumours of the embezzling of hire profits by the land lender, however, the assembly of the Village Association decided to release the lender from his function and to entrust another member with the letting of the donkey and the cart. In reply to this decision, the lender took back the land borrowed by the group of women. The reaction of this lender can be interpreted in two ways. First, there is the act of disloyalty on the part of the Village Association, including the borrowing women, towards the lender: according to the rules of the

8. Bohannan, in an article criticizing the use of ethnocentric concepts by Westerners in studying land tenure in Africa, indicated the relevance of farm-tenure as distinct from land-tenure for people who practise shifting cultivation (Bohannan, 1963: 106).

game, a public accusation of embezzlement by the borrowing party cannot be tolerated by the lender. Second, the withdrawal of the land could be a means by which the lender could pressurize the Village Association into rehabilitating his position. In this case, the efforts of the village notables to restore the borrowing arrangement did not succeed. At this point, the group of women might have asked the project management or the district office to intervene: the latter would probably have put strong pressure on the lender to give the garden back to the women and there would have been a real chance of the lender succumbing to this pressure. However, the women decided not to ask for external intervention but to search instead for another lender to start up a new garden. Apparently the women wanted to avoid an escalation of the conflict and a further degradation of the social relations in the village. In order to secure access to borrowed land in the long term, it was deemed more appropriate to avoid the stigma of 'quarrelsome persons' or 'those who involved strangers in our affairs' than to aim for short-term victories.

For several reasons, women are more vulnerable in case of conflict than men. In the first place, women have usually made more permanent investments in their gardens: these investments might be lost as a result of conflicts. Second, the lands used for horticultural production are the 'village fields'; these 'village fields' are more scarce than the 'bush fields' used for shifting cultivation, and therefore less easy to replace through an alternative lender. This implies that, for women even more than for men, the control of conflicts is vital in contributing to a situation of *lanyantorro yé tanne*.

BORROWING AND SUSTAINABLE LAND USE IN KOIN

If a situation of *lanyantorro yé tanne* is determined by access to fertile land, sustainable land use plays a part by securing the availability of fertile land in the long term. In soudano-sahelian countries in Africa, like Burkina Faso, the ecological dimension of sustainable land use is mainly based on preventing land degradation (Kessler and Breman, 1995: 2). The process of degradation is thought to reduce the availability of natural resources; it is caused by natural factors (lowering of the rainfall) as well as human factors (uncontrolled and overly-intensive exploitation of natural resources). In this section, I will examine the role of borrowing arrangements in some of the most obvious techniques currently being applied in Koin to prevent degradation and, therefore, contribute to sustainable land use.

One of the pre-conditions for sustainable land use is that the ratio of population to land should not exceed the 'carrying capacity' of the production system (which, in Koin, is dominated by shifting cultivation). If, in a shifting cultivation system, the population pressure becomes too high with respect to the availability of arable land, fallow periods are likely to be shortened, eventually leading to degradation. It is important to control the entry of migrants into the village as its territory is limited. As we have shown,

settlers arriving in Koin depend for their access to land on borrowing. In Koin, practically all settlers are *Samo* coming from neighbouring communities: there is only one *Mossi* family found in the village, which is remarkable as most settlers in this region of Burkina Faso are *Mossi*. Usually, a certain pattern can be distinguished in the settlements of the *Mossi* (see Benoit, 1982: 48–50). It begins with the settlement of a young family chief in a village where a host grants him access to land. The pioneer maintains relations with the *Mossi* community and invites his relatives to join him as soon as he is well installed in the host village. This invitation constitutes the beginning of a process typical of many *Mossi* settlements, in which the pioneer settler increasingly takes on the role of host for the new settlers, and chief of a new *Mossi* community with its own social and political structures. The villagers of Koin have so far succeeded in controlling the entry of migrants and avoiding large-scale settlements in their territory, mainly by being very reserved in the granting of permanent borrowing rights.⁹ Surpassing the carrying capacity of the land has been avoided and, according to statements of the villagers, the length of the fallow periods is still sufficient to restore soil fertility.

Although the borrowing arrangements make it difficult for settlers to gain permanent access to land, they none the less offer a high degree of flexibility for villagers to gain temporary access. As I will explain below, this flexibility contributes to an efficient distribution of lands among the farming units and may prevent degradation of specific fields within the village territory. In shifting cultivation as it is practised in Koin, it is difficult to forecast the exact moment when one field must be left in fallow and another fertile field must become available. The fact that the labour force in the farming unit changes constantly (through migration, illness, developmental cycle of the family) further complicates this forecast, as the extent of the labour force influences the possible duration of exploitation of a field. In other words: if there is plenty of labour available to combat the weeds, the beginning of the fallow period for the field can be temporarily postponed. Thus, the need for land in a farming unit is neither steady nor predictable. In this context, borrowing and lending serve as flexible instruments for the farmers in Koin to secure temporary access to fertile land at the necessary time. The availability of fields for borrowing extends beyond the level of the lineage and includes all village land, so a farmer will never be obliged to over-exploit the own lineage land at a crucial moment or to restart prematurely the cultivation of the lineage fields in fallow. In this way, the borrowing and lending of land contributes positively to sustainable land use.

This aspect of land borrowing thus contributes to the sustainability of a relatively extensive form of land use — shifting cultivation. However, as the

9. Şaul (1993) came to a similar conclusion on the basis of a case study in a Bobo village in Burkina Faso.

population grows and land becomes increasingly scarce, an intensification of the agricultural production system is inevitable in order to guarantee sustainable land use (Kessler and Breman, 1995: 44). Agricultural intensification is associated with an increase in agricultural returns and yields by a more intensive and effective use of natural resources and external inputs. From this perspective, it is useful to examine the role of land borrowing in some agricultural investments aimed at the intensification of land use. In Koin, the construction in the fields of small walls or dams of boulders (*diguettes filtrantes*) to prevent erosion is one of the more common practices. The construction of these *diguettes* in borrowed fields does not cause any problem: both borrowers and lenders consider anti-erosion works quite normal, whatever the form of access of the land involved.¹⁰ In fact, the only practice in Koin which demonstrates any significant difference in the intensity of the land use between borrowed land and own lineage land is tree planting activity.¹¹ Most often, the planting of trees will not be allowed by the lending family by fear of permanent appropriation of the land by the borrower.¹² Women, however, are allowed to plant trees and shrubs to serve as a fence around their borrowed gardens to protect them against domestic animals. This type of planting is not considered an act of appropriation by the

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10. In our sample of 46 farming units in Koin, we found *diguettes* in 18 fields: 14 of these fields were in *madinatan*, 2 in *njanko* and 2 in *diantan*. The ratio between *diguettes* on own fields and on borrowed fields (8:2) deviates from the ratio of own fields to borrowed fields in exploitation (6:4). This might be caused by the fact that the sample on *diguette* construction was relatively small. However, the figures prove that there is no absolute disincentive for the construction of *diguettes* on borrowed fields. In discussions, both borrowers and lenders made it clear that borrowing does not constitute a constraint to constructing anti-erosion works. As a rule, *diguettes* serve the investor during one cultivation period between two fallows, which corresponds with the usual borrowing term; during the fallow period, the *diguettes* collapse. The fact that the utility of the investment does not exceed the borrowing term implies that the lender will not consider the investment as an act of appropriation by the borrower while, under normal circumstances, the borrower will be assured that he, and not the lender, will profit from the investment.
 11. This observation is confirmed by findings elsewhere. For example, in a Bobo village in Burkina Faso, Saul (1993) found that large farm units, especially, adopt technologies to intensify the land use, although 55 per cent of these large farms had borrowed (practically) all their land. On the Adja Plateau in Bénin, it was found that there is no relation between the intensity of the labour input and the expenses for other inputs on the one hand, and the form of access to land (share-cropping, rent, borrowing or ownership) on the other (Biaou, 1991).
 12. Tree planting on borrowed land requires the permission of the lender. In the past, lenders were less reluctant to grant such permission. For example, in a sample of 34 orchards, we registered 14 planted on land in *madinatan*, 15 on land in *njanko* and 5 on land in *diantan*; on the land in *njanko* and *diantan* we found mainly ancient orchards. For 'bush fields', the permission for tree planting on borrowed land involves the transformation of *njanko* and *diantan* into *mokwala doudou* by which the borrower acquires hereditary access rights to the land. As stated earlier, the people in Koin have become very reserved about granting *mokwala doudou*.

borrower, but an activity which belongs to the mode of exploitation (horticultural production).

The limitations regarding tree planting on borrowed land may seem to constrain the borrowers in practising sustainable agricultural production because the presence of trees in or around the fields is a condition for the maintenance of the stability of the production system (Kessler and Breman, 1995: 57). However, this constraint can easily be overcome as techniques of natural regeneration of tree species in the fields can be freely practised on borrowed land. Indeed, as a basis for incorporating trees in agricultural production processes, natural regeneration of tree species is increasingly considered by forestry experts to be a cheaper and better-adapted technique than tree planting involving artificial regeneration in nurseries (DRET/BdM, 1991 [annex]: 13/14).

LEGAL INTERVENTIONS AND THEIR CONSTRAINTS

In Burkina Faso, the current legal policies on land and natural resources are determined by two main factors: the present legislation (mainly expressed in the texts of the *Réorganisation Agraire et Foncière* of 1991) and the recently adopted policy of decentralization. In the village of Koin, the influence of national policies on the land tenure situation is limited, and is exercised especially in the field of natural resource management; here, local officials apply their interpretations of national policies (de Zeeuw, 1995). A legal intervention in the vein of national legal policies, with the aim of increasing the security of tenure for the borrower, might be the introduction of 'formal borrowing contracts' between the borrower and the lender.¹³

The desired outcome of such a contract would of course be for the increased security of tenure perceived by the borrower to express itself in a greater motivation to invest in sustainable agricultural land use on the borrowed fields, since the borrower will be assured that he alone will profit from his investments during the entire contract period. In case of premature withdrawal of the land by the lender, the borrower could force the lender to respect the contractual borrowing period by calling upon legal state institutions. Such contracts would be in line with the present legislation (promoting the introduction of private land titles) as well as with the policy of decentralization (aiming to restrict the role of the government and to stimulate and

13. In this context, the notion of a 'formal borrowing contract' refers to a written agreement defining unambiguously the term of the borrowing arrangement, its subject, the parties involved and their commitments. It is extremely improbable that such a formal contract would include the implicit expectations of the lender regarding the loyalty of the borrower. Such aspects as the loyal attitude and behaviour of the borrower towards the lender cannot be described unambiguously, and the inclusion of ambiguous conditions would make the borrowing contract useless as a tool for increasing security of tenure.

support local initiatives). Indeed, in many cases, the contractual approach might be a promising tool to improve local management of land and natural resources.¹⁴

However, in terms of the current situation in Koin, the introduction of formal borrowing contracts might not lead to the desired outcome. In the first place, interventions in borrowing arrangements may not result in a noticeably greater motivation to invest in sustainable land use by borrowers, since the existing arrangements do not appear to be a significant constraint. In the second place, given the social–political context of the current borrowing arrangements, the introduction of formal borrowing contracts might actually undermine the security of access to land for borrowers. As we have seen, the borrower is expected to show loyalty to the family of the lender in exchange for access to the land. The lender can enforce this loyalty through his power to take back the land. By formalizing the borrowing arrangement, the lender would lose his power to enforce loyalty, and thereby his motivation to lend. It would thus become more difficult for women, and a considerable number of village farmers, to borrow, endangering their future access to sufficient land, and eventually resulting in the overexploitation of available fields. In the long run, a limitation of the flexible character of borrowing might thus result in a less efficient distribution of the village land among the farming units and therefore in less sustainable forms of land use. It is also highly questionable whether formal contracts would really contribute to an increase in security of tenure as perceived by the borrowers: the possibility of calling upon legal state institutions in case of the premature withdrawal of land by a lender might not be a satisfactory option for people aiming for a situation of *lanyantorro yé tanne*.

CONCLUSIONS

It thus appears that borrowing is not necessarily an insecure form of land tenure which leads to less sustainable land use. Borrowing arrangements in Koin play a part both in avoiding an overburdening of the local carrying

14. Scholars of the 'legal pluralist' approach have convincingly argued that legislation should not be thought of as an instrument which determines the behaviour and the perceptions of individuals. Instead, new elements of state legislation will be interpreted by intermediaries and reinterpreted by villagers, will subsequently be partly integrated into the existing system of rules and regulations of the village, and may finally have unexpected or undesirable effects (Benda-Beckmann, 1989; Griffiths, 1990; see also de Zeeuw, 1995, for an application of the legal pluralist approach in the region of the *Boucle du Mouhoun* in Burkina Faso). Proponents of legal pluralism plead for a contractual approach to land and natural resource management at the local level as an alternative to centralist legislation (Hesseling, 1994). Local contracts for land and natural resource management are seen as highly flexible tools allowing arrangements which are adapted to local conditions and the desires of the parties involved (ibid: 38–9).

capacity, and in promoting an efficient distribution of village lands among farming units. Nor does borrowing seem to hinder some major intensification techniques of land use which are currently applied in Burkina Faso. Although the community of Koin has certain specific characteristics (it is relatively homogeneous ethnically; there is a predominance of shifting cultivation) it is certainly not an exceptional village for Burkina Faso.

In more general terms, it can be concluded that land tenure issues are part of wider social and political relationships and that the concept of 'security of tenure' as used in discourses on sustainable land use may be perceived differently by local producers. If land tenure issues are considered in isolation of the wider social-political context and if the specific nature of security of tenure is neglected, even those legal interventions which obviously aim to increase security of tenure and to create favourable conditions for sustainable land use may have the opposite effects.

Given the inaccuracy of many ethnocentric generalizations relating land tenure to issues of security and land use, and given the hazardous nature of interventions in valid land tenure systems, caution should be exercised in attempting to introduce 'improvements' in tenure patterns. It may be argued that interventions in tenure issues should only be contemplated if there are serious problems which are beyond the control or the legislative competence of the community in question. In these very specific cases, the contractual approach, with the objective of establishing local management contracts for land and natural resources, might be the most appropriate tool for interventions.¹⁵

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15. Other studies advance the same argument. For example, Migot-Adholla et al. (1991: 170–1) argue that governments in Africa should be reluctant to intervene in land transactions. If many disputes over land arise, an 'enabling' legal and institutional environment, entailing voluntary records of land transactions, would be more appropriate than large-scale interventions.

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