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Patterns of Tenure Insecurity in Guyana

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PATTERNS OF TENURE INSECURITY IN GUYANA

by

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ABSTRACT

As of 1998, the land tenure situation along Guyana's coast was marked by disarray and insecurity. Renewed interest in land following the economic and political liberalization of the early 1990s spawned land conflicts and exacerbated their severity. This paper, based on fieldwork conducted in 1997-8, explores aspects of this situation, drawing extensively on case-study material. Attention is drawn to the impact on land tenure dynamics of several unique aspects of Guyana's development history, particularly, the country's phased development inward from the coast. Three major tenure sectors are identified, with issues unique to each and common across all of them explored. These include challenges posed by undivided ownership, widespread violations of the law, and vagueness in terms of how rights to land are documented and physically defined through surveys. While an ambitious, wide-ranging set of initiatives embarked upon in 2000 seeks to address many of these problems, it is doubtful that they will dramatically or quickly alter the prevailing state of affairs.

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INTRODUCTION AND BACKGROUND

This article explores the land tenure scene along Guyana's coastlands, with a focus on those aspects contributing to or associated with tenure insecurity. The area under discussion is highlighted in the map shown in Figure 1. It extends about 150 miles east to west from the Correntyne River on Guyana's border with Surinam in Region 6 to the Pomeroon River in Region 2 (Essequibo). Over eighty percent or more of Guyana's approximately 750,000 people and much of country's best agricultural land falls within this area.¹ Although also beset by serious tenure challenges and controversies, the vast Amerindian lands located further inland and issues pertaining to forest and mining rights, are not covered here.²

Until quite recently, what little had been published about Guyana's agrarian land tenure situation tended to be historically oriented or very general. References to land tenure were for the most part confined to its role as a constraint in the production of Guyana's main crops, rice and sugar cane. Except for a broad recognition that tenure insecurity and chaos prevailed, no comprehensive or in-depth view of current land tenure reality existed until perhaps the mid-90s when several consultants' reports and the draft National Development Strategy³ were issued. The latter was particularly useful in providing an overview of key tenure issues, their potential bearing on agricultural development, and several proposals to ameliorate the situation.

Here, it is hoped to provide a more grounded and nuanced sense of the situation and identify some of the key tenure challenges today. This is done with the aid of several case studies which were derived from about 12 months of research conducted during 1998 in connection with a project seeking to develop ways to sort out land claims and modernize Guyana's landholding and record-keeping system. The focus was largely although not exclusively on public lands, which account for most of Guyana's land and are subject to a leasehold system administered by the Lands and Surveys Department (LSD). National, regional and local government officials in the five coastal regions (i.e., 2, 3, 4, 5, 6) covered by the research were interviewed and asked to

¹ According to Darnel (1993), about 395,000 acres in this area were in production, including pasture. He estimated the upper limit of coastal zone area cultivable without major improvements at about 700,000 acres.

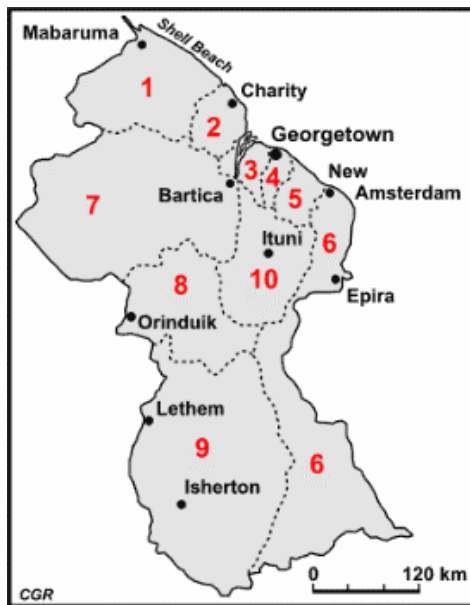
² Work on demarcating Amerindian lands was in full-swing during 1998. Already, some very serious controversies had arisen about it.

³ Government of Guyana (1997).

provide relevant data as were several lawyers, judges, surveyors, heads of land co-operatives and other professionals familiar with the land tenure situation. In addition, over 200 farmers were interviewed individually and in groups.

Figure 1. Guyana

Administrative regions of Guyana



Coastal areas covered in the study

OVERVIEW OF THE CURRENT SITUATION

As of 1998, the following could be said about the land tenure situation along Guyana's coast: tenure security was being undermined by the absence or inaccuracy of ownership and lease documents and by widespread conflicts over land rights. The majority of leases for State land were expired; thousands of land applications for State land had been pending for years and, in the interim, land used by applicants was sometimes being assigned to others. A lively market for State and private land had taken shape, yet few of the transfers were being documented. Squatting was widespread. Inheritance was a nexus for disputes and other ills such as extreme fragmentation, especially on freehold land. Lengthy, costly procedures encouraged most people to reach their own, non-formal arrangements, even if these rarely conformed either with the spirit or letter of the law. Trust in the fairness of the system was sorely lacking. The courts were being deluged by land-related cases and the backlog had become years-long. Indeterminacy about property rights had rendered collection of rates and taxes by local authorities (Neighborhood Democratic Councils or NDCs), largely impossible.⁴

While administrative and resource deficiencies have obviously contributed to this mess, they alone do not fully account for it. A more general reality needs to be recognized, namely that in Guyana, politics, economics, ethnicity and access to land are all entangled to form a complex and often volatile mix. The last four decades have witnessed major political shifts affecting guiding ideological orientations and overall approaches toward development.⁵ After only a brief interlude of ethnic unity and harmony in the 1950s, Guyana's politics fractured along the major ethnic divide of Indo-Guyanese, the largest single group (about 45-50%), arrayed against Afro-Guyanese, the second largest group (about 35-40%), with both competing for the loyalties of the remaining 15-20% who are Amerindians, Chinese and Portuguese. Soon after Guyana's independence from Britain in 1966, an autarchic brand of socialism was embraced as the guiding development philosophy. Rhetorically at least, this orientation changed abruptly in the late 1980s when free-market capitalism was touted by former socialists and non-socialists alike as the only road to Guyana's salvation. These wide swings in orientation were not only ideological. They also entailed a strong ethnic dimension; the People's National Congress (PNC) years under Burnham (1964-1985)/ Desmond Hoyt (1985-1992) are widely regarded as a period of Afro-Guyanese ascendancy when, among other things, the regime sought to encourage Afro-Guyanese to become agriculturists, preferably organized on a co-operative basis. The post-Burnham/Hoyt years under the People's Progressive Party (PPP) and the Jagans since 1992 are broadly regarded as a period of Indo-Guyanese ascendancy. Although this characterization exaggerates the actual degree of ethnic-party overlap, it does capture prevailing voting patterns and popular perceptions of the situation. Land and the struggle for land have remained at the heart of these cleavages;

⁴ For a good review of the situation including summaries of other reports on land tenure issues, see Steven Hendrix (1993). Also, see Philip Digges (1992).

⁵ For discussion of this see, Eric Hanley (1987, pp. 172-193).

with so much of it under State-control, the land selection process whereby people are assigned long-term leases has been a vortex of political and ethnic tension.

Renewed interest in land for agriculture and housing since the advent of economic liberalization in 1989 has intensified conflicts over land, be they inheritance squabbles within families or struggles across ethnic and racial lines. Between the 1950s to late 1980s, people's attitude to land they had leased, purchased or inherited was generally one of indifference. Many were using the land only intermittently, partially or had abandoned the land altogether. Occasionally, that void was filled by squatters or other land applicants. Advent of political and economic liberalization⁶ radically altered this picture. With heightened prospects for making money in agriculture or from housing development, people, including many returnees from abroad, sought to stake their claims, however tenuous, on whatever land they could. Many discovered to their chagrin that, in the interim years, land they were interested in had been reassigned, was occupied or was being claimed by others.

One unique aspect of Guyana's land tenure heritage strongly shapes current reality, namely, the country's phased development inward from the coast. This process, which began with the Dutch and British in the so-called "first-depth" lands or "front-lands," has extended progressively to "second-" "third-" and "extra-" depth lands. This process continues to this day.⁷ In large part, this pattern of development was dictated by the simple fact that most of the coastal plains land suitable for sugar and other crops of interest to the Europeans are subject to flooding from the sea at high tide. Development of these lands for agriculture and settlement required the construction and maintenance of a massive sea wall and an elaborate system of drainage and irrigation (D+I) canals and control structures.

This phased pattern of agricultural land development accounts for many of the details of the current situation. For example, due to early grants of front-land property rights, half or more of the first-developed lands closest to the sea coast and along the banks of major rivers dissecting the coastal plain are now under private/freehold ownership.⁸ Issuance of Crown grants, including grants of land to freed slaves and formerly indentured Indian workers along the coast, gave rise to a class of proprietors whose descendants now populate the virtually unbroken chain of villages and towns along the main coastal road. State lands assume greater preponderance the deeper in one goes from the coast and river banks. Also deriving from this phased development is another crucial aspect of land tenure rights, namely that front-land proprietors are generally accorded rights to a share of second-or extra-depth State lands proportionate to the amount of land owned in the front lands or first-depth. Indeed, to a great extent, the details of current land tenure reality reflect variations mostly in how the second- and third-depth lands were developed, assigned or

⁶Under the umbrella Economic Recovery Program (ERP) which incorporated liberalization, privatization and divestiture.

⁷ For details about this development, see Comacho (1994). (His 1960 *General Review of Drainage and Irrigation* provides fascinating details about the course of drainage and irrigation development along the coastal plain.) Beyond the coastal plain, Amerindians remain the dominant presence. Toward the end of 1998, survey work to demarcate Amerindian lands was nearing completion.

⁸ Cox (1994, Appendix B, p.2) estimates that about 40% of agricultural lands on the coast are privately owned.

occupied, something often but not always linked to changes in the identity of those in control of first-depth lands.

Three major variants emerging from such development are explored below:

- Tenant/proprietors' estates
- Land co-ops
- Land development schemes (LDSs)

These account for most of the high quality, developed agricultural land along the coast. Two other tenure categories are not covered separately or in detail here. One of these is the State-owned Guyana Sugar Company (GUYSUCO) which owns and leases from the government about 165,000 acres⁹. Since these lands are under unified management and their status is less legally tenuous or clouded by insecurity than the other categories, they are less pertinent to this article. As for the individual ownership and lease sector, tenure issues are either subsumed under or are parallel to those encountered in the three major sectors now to be discussed.

⁹ Freehold - 53,267 acres and State land - 111,192 acres.

TENURE SECTORS

TENANT AND PROPRIETOR ESTATES

In tenant estates, private ownership or leasehold rights of front-lands tend to be unified in a single family, a few families or in an entity such as a co-op or private company. Although tenant-proprietor relations may be restricted to only one of the depths, it is far more typical for the interaction to extend all the way back to second- or third-depth lands, where these exist.¹⁰ Documents of private, deeded ownership in Guyana are called “transports.”¹¹ These or lease documents issued for first-depth lands often explicitly define rights to back lands, with some transports specifying the fraction of second-depth or third-depth land accorded to proprietors as undivided shares. In one variant of tenant estate, leases to second- or third- depth lands are issued to local authorities or NDCs, which, in turn, sublet the land to tenants who tend to be proprietors or heirs of original proprietors living in adjacent front-lands.

Over the years, tenant estates may have changed hands from one private owner to another or from a private owner to the State and then perhaps back again to a private party. Even though the core estate usually consists of privately-owned land, second- and extra-depth State land also tends to be controlled through a lease or some other arrangement by the proprietor in front. This could be either an individual, a co-op (as detailed below in the case of Sparta Co-op, Region 2) or, as explained below, a local authority.

Such estates are most conspicuous in Regions 2, 3 and 6 where they account for at least 2,000 acres in each region.¹² There are also a few cases in Region 4 (e.g., Hope Estate and Covent John Estate) and at least three cases, encompassing about 4,000-5,000 acres reported in Region 6. The variant of the tenant estate in which the local authority or NDC (Neighborhood Democratic Council) is the “proprietor” accounts for approximately 10,000 acres of State land in Region 6 between New Amsterdam and up the Correntyne to village 74.¹³

¹⁰ In some areas (e.g., The area just west of Good Hope in Essequibo), the strip of land available for cultivation between the water conservancies just behind cultivable areas and the sea is very narrow.

¹¹ Transports are registered in the Deeds Registry as are another, more recent form of document for registered private land, Certificates of Title. The latter are stipulated under the 1959 Land Registry Act, (Ch.5:02, 1973 Revision) which provides for a system of land registration and title to land in Guyana.

¹² These are best estimates based on incomplete data.

¹³ Although I was unable to confirm this myself, this form of tenure reportedly also characterizes a sizeable tract of land near Parika in Region 3.

ESTATES WITH PRIVATE PROPRIETORS

Today, many if not most private proprietors seem to be intent on ejecting even very long-term tenants from their lands. In part, this is due to the current non-functioning of rent assessment committees specified in the Rice Farmer's Security of Tenure Act (CAP 69:02, Section 8) as a key rent-setting and dispute-resolution body between landlord and tenant. Due to this, rents landlords are authorized to charge have remained frozen at a very low, nominal level (e.g., G\$28/acre¹⁴). Yet tenants charged such low rents, often proceed to seek high market rates in the thousands of Guyana dollars per acre when they themselves sublet their plots out to others, something that tends to infuriate proprietors. Incentives to eject tenants are particularly strong for lands adjacent to roads or settlements. The economic temptation to sub-divide such land into house lots is virtually irresistible since land selling for G\$200,000 per acre as agricultural land might fetch as much as G\$8 million per acre if subdivided into eight 0.12-acre house lots.¹⁵

One wedge landlords have recently been attempting to use to rid themselves of tenants has been to illegally and precipitously raise rents. Most tenants have responded by simply ceasing payment. In addition to objecting to the high levels charged, tenants often justify non-payment on landlords' failure to properly maintain infrastructure which they, the tenants, end up having to repair at their own expense. In turn, landlords occasionally refuse tenants' rental payments as a tactic to undermine the legitimacy of tenants' claims. At best, this leaves tenants with nothing more to support their claims to a plot of land than some outdated rental receipt or citation in the tenants' assessment payment rolls. Unauthorized transfers of land by tenants, particularly those going abroad have produced a cadre of tenants without any documents in their own names. Such transfers are also occasionally used by landowners as a pretext to eject tenants and reclaim land for themselves.

In addition to possible fears of ejection from the land, formal credit access is problematic for tenants. Tenants may apply for short-term loans if they can obtain a letter from the proprietor or from estate management attesting to the fact that the tenant is farming a given plot or set of plots and is a tenant in good-standing. Prevailing tensions between tenants and landlords render receipt of such a letter highly unlikely.

The case of Blankenburg estate in Region 3 entails many of the elements just described. The estate covers almost two thousand acres with about 800 acres in the first-depth, 500 acres in the second-depth and another 500 acres in the third-depth. There are 83 long-term tenants farming both in the freehold and State land sectors. Many legitimize their rights to stay on the land by claiming that it was their parents and grandparents, not the proprietors, who originally "broke the land" and developed it.

¹⁴ At the 1997-8 exchange rate of G\$142 to US\$1, this works out to US\$ 0.20/ acre.

¹⁵ This is a conservative figure. For house-lots along the main public road in prime areas, prices quoted per 0.12 acre lot ranged from G\$4 million to G\$8 million (near New Amsterdam) or between G\$32 million to \$64 million per acre.

The trouble between the tenants and the proprietor started soon after the estate was purchased by the current owner and her husband in 1988. Matters were said to have worsened markedly after the death of the husband. As alleged by some of the tenants and others familiar with the situation, the surviving widow is actively seeking to expel the tenants through a combination of neglect and whatever legal devices seem applicable. She holds a transport for the first-depth and a license of occupancy,¹⁶ never transferred into her name, for the second-depth. She claims rights to that land plus the third-depth land bounded by the water conservancy, based on the custom that proprietors' rights extend to second- and extra-depths. In addition to her evident frustration with the low rents she is supposed to charge, the proprietor also wishes to extend her control over what are prime rice-lands.

Currently she has brought suit against 12 tenants whom she accuses of illegally using land they acquired through unauthorized transfers. She is also refusing to process inheritance transfers among tenants. One of the tenants interviewed was being challenged over his rights to 28.5 acres in four pieces, which he had bought or was renting from tenants who had left the country or from the heirs of deceased tenants. Tenants have stopped paying rents since 1992-3, accusing the proprietor of not providing any services.

There is a political dimension to this case, as seems to be true in many others. In this instance, the proprietor is strongly connected to the opposition PNC party, something that may at least partially explain the PPP government's apparently pro-tenant stance.

A strong political angle also exists in another case, the long-running dispute in Region 2 (Essequibo) between Sparta co-op (the proprietor in this case) and tenants farming areas of State land that the co-op claims rights to. Sparta, was one of three estates sold by a former proprietor in 1960. One of the purchasers was a subset of tenants who had organized themselves into a co-op. At the time of sale, additional tenants were introduced onto the Sparta estate lands from the two other neighboring estates (i.e., Coffee Grove and Fear Not) which were sold at the same time. The land originally was in two depths: a freehold area in the first-depth abutting the public road and an only partially-developed and partially-occupied State land area in the second-depth. The total acreage of the estate is 525 acres. As with other tenants estates in the area, this entire block of private and State land was sold together.

Until perhaps a decade earlier, the State land area was mainly used as pasture. Since 1952, tenants from the first-depth started moving onto the second-depth land and began planting crops. Tenants paid rent to the co-op for this land. In 1969 the entire State land area was surveyed and divided up into 3-acre plots, which were all to be assigned to the co-op members. Tenants occupying portions assigned to a given member became virtual private tenants of that member, paying rent not to the co-op but instead to the individual member whose shares they were "occupying." This arrangement lasted only for a few years because co-op members were not transferring money collected from tenants to the co-op so that it, in turn, could, pay rates, taxes,

¹⁶ As defined by a Regional Lands and Surveys official, licenses of occupancy are annual arrangements according to which, as long as the person is occupying the land, they are deemed to continue having a right.

and other expenses. As elsewhere in the country during the 1970s and 1980s, interest in land was weak and many co-op members pressed for cash or discouraged from farming, sold their allotments to tenants. This process reached the point where today, virtually the entire State land area is occupied by tenants claiming to have purchased the land. As proof of such purchases, tenants claim to hold agreements of sale or sale receipts, sometimes notarized and signed by a witness. These sales were not authorized by the co-op and are, therefore, strictly speaking, invalid.

Tensions between the co-op and the tenants have been escalating since expiry of the co-op's lease for the State land in 1989. Higher land values since 1990 also may have stiffened the co-op's resolve to reclaim the land. Renewal of the lease had been approved by the former Minister of Agriculture. However, when the Government changed, this decision was set aside on the grounds that the co-op had allegedly concealed the actual extent to which tenants were in occupation of the land. The application has been in-process since then. By 1993, tenants stopped paying the co-op D+I and rental fees and instead started (in 1994) paying directly to the local authorities, claiming that they had been getting nothing in return for money they had been paying the co-op.

In 1994, the co-op brought the matter before Cabinet. Two key elements were considered: the collection of claimed arrears from the tenants and the idea of having tenants buy out their interest from the co-op as a form of compensation. The co-op originally asked for G\$12,000 per acre. The tenant group countered with an offer of G\$10,000. The Minister ultimately proposed a compromise figure of G\$11,000 per acre. It is unclear if it was either more of the tenants or co-op members who balked at this arrangement. However, it fell through. The co-op then took the matter to the High Court. But while the case was still being deliberated, leases were issued to the tenants. At least on the matter of arrears, the Court decided in favor of the co-op.

As long-standing neighbors, many on both sides of the dispute desire a mutually agreeable solution. The co-op has gone so far as to appeal to the Carter Center represented by an office in Georgetown, for help. However, neither this nor any other forum has been trusted enough by all to successfully arbitrate the matter. As of late 1998, the co-op's legal counsel was seeking to have the leases that had been issued to the tenants rescinded. The co-op's offer to the tenants is for one of the following:

- Compensation to the co-op for one-third of market value, estimated to be G\$100,000 per acre on the basis of a G\$300,000 per acre value.
- Purchasers of co-op lands could become "leasehold members" of the co-op.
- The co-op would buy land back from tenants at two-thirds of its market value (i.e., G\$200,000). Tenants would then only have to pay claimed arrears and continue in the status of tenants.

To these offers the tenants retort that they have already paid for the land both through their own efforts in opening it up and through purchases from co-op members. On the issue of arrears, they assert that since they had paid for D+I and land rent directly to the local authorities, that they therefore should owe nothing to the co-op. The co-op members insist that since they paid

for the entire block of land that tenants should be paying them for it either in the form of rent or in the form of compensation.

Other matters have inserted themselves into this conflict such as maintenance and development costs for drainage and irrigation and access rights through dams or farm access roads. Tenants, who occupy most of the State land area in back, complain that the co-op occasionally closes gates controlling access to the public road in front.

In this, as in many cases of private tenant estates, landlord and tenant remain in a tense stalemate. Indeed, by late 1998 a few other situations appeared headed toward violence. One example is Ruimzuigt estate in Region 3 where some proprietors had gone so far as to bulldoze tenant's fields and destroy their crops with herbicide before they could be harvested. Those proprietors are trying to get the tenants out and had already ejected some tenants in an area near the main road being subdivided for house lots. Proprietors complained that "rents couldn't cover rates and taxes and many [tenants] weren't paying." They were also angry because tenants who were unwilling to pay even the low rents being charged (G\$1,000 per acre per year, including D+I) were themselves subletting land for thousands of dollars per crop.

Clearly these situations greatly undermine tenants' security. However, the implications of what is observed on tenant estates go well beyond the issue of tenant rights alone. The ability and willingness of proprietors to rent out land as circumstances dictate enhances land market flexibility and increases the supply of land available to those who need it, leading to its fuller use. Given widespread difficulties in enforcing rental agreements and the near-impossibility of ejecting tenants at the end of a tenancy term, proprietors are understandably reluctant to rent out their land. This leads to a host of ills including non-use of land, absenteeism and squatting. Rapid turnover produces additional problems: to avoid difficulties with tenants, proprietors contemplating renting out their land often limit rental terms extended to any renter to a single crop (6 months for rice). However, this takes a toll on the land since, as one farmer put it, "because of the high turn-over, no-one has an interest in caring about and preserving land quality." The gravity of these issues prompted authors of The National Development Strategy to propose establishing a special commission on land rental and tenancy.

TENANT/PROPRIETOR ESTATES UNDER NDCs

Tenanted State land leased out in the name of NDCs tends to be less conflict-ridden and subject to less severe insecurity than privately held tenants estates. For the most part those using the land are proprietors whose share of second- or third-depth land is proportionate to the amount of first-depth of land they or their ascendants owned.

Most problematic is the lack of specificity over where rights can legitimately be exercised, since the land is essentially held in undivided shares and usually no plot survey has been done. This vagueness over rights occasionally results in boundary disputes. Confusion increases with each passing generation as rights held by an original proprietor become increasingly fragmented through inheritance. Thus, it is not very surprising that when a person with claims to such lands

sells what he or she deems to be a portion or all of his or her rights and interests in the land, that other co-heirs are liable to surface objecting to the sale on the grounds that they claim the same land. Indeed, this is a common occurrence.

Like their counterparts on private tenant estates, those subletting from NDCs generally lack any documents connecting them to the land they are using. At most they may have a rental receipt which does not indicate a plot number.

Consider the following example: the lease for 800 acres of second-depth land in 47 and 48 villages in Region 6 is in the name of “51 village to Good Hope” NDC. There are about 175 people using this land, mostly proprietors or heirs of proprietors from the first-depth. These people or other tenants have been using the land for up to 60 years. There is only a survey plan for the entire block of land; no plot survey was ever done. Plots are demarcated only by field embankments. Tenants lack any documentary proof about their rights, not even a receipt, since a special arrangement exempts them from rental or D+I fees.¹⁷ Tax or fee payments made for privately owned property of tenants in the first-depth tend to be in the names of original and perhaps now deceased proprietors, not the current occupants. The substantial numbers of transfers and subdivisions over the years have greatly magnified the scope of this problem. In addition to undermining tenant security, inaccuracy of records also precludes NDCs from taking delinquent rent and ratepayers to court, since there is no document associating current occupants with the land they are using. This is a major concern for local governments and they are understandably very eager to have rights sorted out and documented.

LAND CO-OPS

Land co-ops were introduced since the late 1950s to facilitate access to land for people without sufficient individual means to develop it themselves. They were also favored as being compatible with prevailing ideological views of the Burnham regime in power at that time.

For the co-ops and their constituent members, rights to land derive from a co-op’s registration under Co-operative Societies Act (CAP. 88:01). This entails being assigned a registration number and being issued a document outlining the terms of the agreement with the government and describing or specifying in varying levels of detail which land was being assigned to the co-op. While many co-ops began by farming their lands collectively and some cane co-ops¹⁸ continue doing so, the norm today is for land to be distributed among members in plots generally ranging in size between 2-20 acres. A person retains his or her right to a given plot as long as it is being used; it reverts to the co-op if it is not.

To maintain its legal claim to land as a registered co-op, a co-op must adhere to certain organizational rules and practices laid out in the Co-operative Societies Act. However, in reality,

¹⁷ Because development of the Black Bush Polder (BBP) land development scheme resulted in the loss of land to proprietors from these two villages, D+I is provided to them without charge by BBP as a form of compensation.

¹⁸ See Thomas (1984, p.135).

a high percentage of co-ops either are organizationally weak now or have experienced years of such weakness in their history. This has left large swathes of co-op land either abandoned or used by squatters or subletters,¹⁹ rather than the co-op members themselves. Once a co-op's organization collapses, even co-op members' identities can become unclear, as membership rosters may not have been maintained or updated.

Table 1. Land Co-op Land by Region

Region	Acres
2	8,740
3	12,676
4	3,160
5	3,838
6	34,602
Total	63,016

Source: Data compiled from Regional and Central Co-op office(r)s, 1997-8.

Exacerbating the situation has been erosion of the supporting administrative framework for co-ops. This has largely been due to severe budget constraints reflecting co-ops' fall from official grace. Only three people staff the central Co-op division office²⁰ in Georgetown which is charged with overseeing co-ops of all types, not only land co-ops. Also as of mid-1998, only two of the coastal Regions had Regional co-op officers, Regions 3 and 5.

Mirroring the general national pattern, renewed interest in co-op land since the early 1990s has precipitated occasionally serious disputes between those reclaiming rights to the land through a sometimes dormant co-op membership, on the one hand, and current occupants of the same land, on the other. The latter may either be outright squatters or people assigned the land by the authorities as was done in a couple cases in the extensive Mahaica-Mahaicony-Abary (MMA) scheme in Region 5. There, during the period when co-ops were essentially defunct and co-op lands abandoned, MMA assigned some of these lands under annual license. Many of these assignees ended up staying on the lands. Currently, people claiming a connection with the original co-op are insisting that the land be "returned" to them.

¹⁹ In the view of the co-op officer for Region 5, these were the major problems besetting co-ops in the Region. Co-ops identified as most seriously affected by these problems were Lichfield, Hopetown and Number 9 Co-op.

²⁰ Administratively, the Co-op division falls under the Ministry of Human Services and Social Security.

Further aggravating the situation as far as co-op lands are concerned is the fact that most co-op leases are usually expired and only “provisional” (because plots remain unsurveyed). A major concern is that, conceivably, land issued in the past to co-ops could be reallocated to other people through the land application and land selection committee process, which is lengthy, cumbersome, and widely mistrusted as being open to political or personal favoritism and manipulation.

During the many years of low interest in or outright abandonment of co-op land, other people moved into the vacuum as squatters, new lessees or subletters. A disproportionate share of co-op land is now being sublet out to non-co-op members. These subletters are often exceedingly difficult to remove once they have started farming. Indeed, they sometimes even turn around and themselves submit claims for the land, asserting that as the de facto farmers, the land had become rightfully theirs and that co-ops had forfeited their rights through non-utilization and the very act of subletting, since this flagrantly violates the terms of leases for State land. The following case describes the prolonged struggle between a co-op in the MMA area of Region 5 and descendants (son and nephew) of a person with whom a sublet arrangement was made for as much as 250 acres of a total of 886²¹ acres of co-op land. Since 1991, the co-op has been seeking to get the subletters off the land.

There is a strongly ethnic aspect to this dispute; the co-op consists of Afro-Guyanese while the subletters are Indo-Guyanese living in an adjacent community. Reasonable or not, the subletters consider themselves to have accrued an open-ended right to use the land, arguing that they would not have gotten themselves into debt to finance agricultural machinery and other investments without the expectation of additional income from the sublet land. Like many others in the area, these Indo-Guyanese have substantial capital tied up in agricultural machinery but have access only to that amount of land they manage to sublet at very high market rates²² or flagrantly squat upon. The highly polarized land distribution situation in Region 5 leaves very little land available for allocation to people like the subletters in this case who aspire to medium-scale farmer status. This leaves them feeling extremely frustrated and desperate for any land they can get their hands on. In Region 5, the lion’s share of land is controlled by GUYSUICO, and a handful of rice farmers each allotted thousands of acres at the extremely low rents (G\$7.50 per acre per year) charged for State land.²³ Then there are several co-ops, like the one being

²¹ The Hopetown land co-op has some 673 members. Most are in the co-op for obtaining house plots, not because they are interested in farming. The original membership was only about 100 members.

²² Subletters in that area were generally paying between G\$6-10,000 per acre per year for rice-land over the two crops grown during a 12-month period. Those holding leases, including the co-op only had to pay only G\$7.50 per acre per year. Much more of a burden were the high drainage and irrigation fees charged by MMA—G\$3,500 per acre per year. However, adopting a pragmatic stance, the MMA has sought to collect these fees from actual users of the land, not necessarily the official lessees. This often means that MMA pursues squatters or subletters in trying to collect D+I fees .

²³ In the year 2000, per acre rates of G\$1,000 (still well-below market rates in most areas) were set for newly issued State land leases.

discussed here, in various stages of dysfunction, allotted hundreds of acres each. Finally there are a mass of people with small 5-30 acre allotments many of whom turn around and sublet the same land at high market rates. The subletters in this case voiced great frustration at this state of affairs and echoed a sentiment widely held in the area by land-starved, over-mechanized Indo-Guyanese residents²⁴: too much of the land—thousands of acres—is given out to wealthy or well-connected “outsiders” with little or nothing being allocated to local people like themselves interested in farming.

Until quite recently the co-op seemed mainly preoccupied with preparing and allocating its land for housing development. This stance abruptly changed when high prices for rice since 1991/2 aroused co-op members’ interest in farming the land themselves. This in fact is what the subletters assert to be the root of the problem. They maintain that just before the 1992 national election, the co-op got its lease and that, when the paddy price rose sharply at about the same time, some Afro-Guyanese sought to get the Indians off the land. The subletters resisted, claiming that they had incurred large debts to purchase a tractor with the expectation that payments could be covered by income earned from growing rice on the sublet land. Making matters worse, due to sharp subsequent declines in the paddy price, the subletters couldn’t pay back their loans. By 1998, after four successive low-price cropping seasons, the bank was threatening court action to collect money loaned out to them for inputs.

Tension has been mounting. Subletters accuse co-op members of vandalizing their equipment, of intimidation, and in general of making it too unsafe for them to farm the land. The co-op chairman retorts that the co-op has every right to retrieve its land, an objective which had been pursued lawfully through several properly drawn up quit notices. He goes on to say that this dispute was merely another episode of Indo-Guyanese trying to push Afro-Guyanese around. Indeed, the very fact that the co-op had entered into a sublet arrangement in the first place is explained as a conspiracy of Indian tractor owners intent on getting de facto control over the land. They contend that originally, the Afro-Guyanese in the co-op had sought to retain managerial control over its land and merely hire the mechanical services of the Indo-Guyanese, who enjoy a virtual monopoly of tractor and combine ownership in the area. However, they accuse the Indians of intentionally having delayed or denied such services, leading to a string of crop failures. This, they say, finally forced the co-op (and other Afro-Guyanese leaseholders in the area) to accept subletting terms proposed by the tractor and combine-owning Indians. This is a story heard elsewhere in Guyana, making one wonder if it was indeed based on fact or was something that merely reflected a general, deep-seated racial animosity and mistrust. Such high levels of ethnic tension, while not unique to this case, are by no means universal in conflicts between co-ops and subletters.

Also a recurring phenomenon pertaining to co-ops are recent lease applications for State land by people who claim either to have been former co-op members or heirs of former members

²⁴ The main highway through the subletters’ village gives the impression of being an enormous parking lot for combine harvesters, tractors and other farm machinery.

and who try to use revival of an essentially defunct co-op as a way to get access to land. The following are a few examples.

The lands of *East Bank Berbice Co-op, Region 6* are vast, extending over some 3,000 acres. The lease for the land expired 17 years ago. Although the co-op remained registered, it was largely dormant until resuscitated in 1993 by a few of the original members and their heirs. They proceeded to claim and apply for the land which since the co-op's demise and expiry of its lease had been leased out to a number of other people. To round out the picture there were about 9 families who have been squatting on some of the land for about 15 years. Basically, the solution to this quandary favored by the Lands and Surveys Department was to accept the status quo, leaving the squatters to continue farming their plots and give most of the remaining land "back to" the co-op. A lease was ultimately issued to the co-op in 1999.

In *Maple Leaf Co-op, Region 6*, a person claiming to be the only surviving member came into the Regional Lands and Surveys office asking how he could "retrieve" the land. He was informed that the co-op lease was still in force and advised to apply. All the person had to support his claim was an affidavit that he had been a member of the co-op but had not been using the land. His claim was countered by someone occupying the land who also had applied for it and who possessed what he claimed to be sales receipts from former co-op members. Such sales of rights by co-op members, although not legal, are widespread and cause serious conflicts and complications as already illustrated by the case of Sparta co-op detailed above.

Yet another case involves *Cuffy Co-op, Region 6*: With expiry of Cuffy Co-op's lease, an individual not from the co-op applied for 150 acres of formerly co-op land. He was issued a provisional lease. Now people claiming to be co-op members have surfaced claiming that they want to resuscitate the co-op and "want their land back."

In 1995, *Albouystown Co-op, Region 4* began shaking off a seven-year period of dormancy when they realized that the co-op lease was about to expire. Fearing that they were about to lose the land forever, members mobilized and arrived on the scene to dig up the land to demonstrate that it was being actively used. There are currently 40 members, most with 10-acre allotments, a couple with 20 and one with 30. While they may ultimately opt for individual leases, they first want the assurance of having their renewed co-op lease in-hand. Individual leases would afford protection in the future if the co-op were again to fall dormant placing rights to the entire piece of land at risk.

During periods when many co-ops appeared to have collapsed, lands originally assigned to them were sometimes reassigned to other people. Quite often, these land recipients are now being challenged by people claiming to be co-op members. A situation of this kind was discovered in Lichfield Co-op in the MMA area of Region 5. The land in question covers about 300 acres. Most of the original members had left and much of the land was abandoned during the 1970s and 1980s. In 1992, people reappeared, announcing their intention to resuscitate the co-op by first setting up a co-op committee. A major problem in trying to reclaim the lands was that in the interim years MMA had assigned the land to others. So far, the co-op has only been able to

recoup 45 acres, which is entirely sublet to one person. Proceeds of that arrangement are being divided up among 20-30 co-op members.

There is mounting support today to dissolve co-ops and have individual leases issued to members for land they now occupy. This view is widespread both among co-op members and government officials. One common reason given by farmers is that this would enhance access to bank credit. As co-op members, loan applications must be approved by the co-op committee and must be accompanied by the recommendation of the co-op secretary. People are generally loathe to have to go through this process and may also be concerned that bad relations with the secretary or co-op committee could eliminate any prospect of obtaining credit.

Where co-ops opt for individual leases the procedure typically followed is for the Lands and Surveys Department to conduct an occupation survey to record who is using which plots of land. Where leases are still in force, individual titles are usually issued without requiring members to go through a lengthy re-application process. In the much more usual circumstances where the lease has already expired or where one was never issued, members may be asked to reapply individually. This can place co-op members in a legally vulnerable position. Firstly, with expiry of the lease, authority over the land reverts to the State which, at least in theory, may then entertain applications from non-co-op members as well as co-op members. Second, dissolution of the co-op effectively annuls members' rights to the land which are based solely on their co-op membership. In effect, all that members have left is a claim based on possession, placing them in a status not much better than that of squatters. This exposes them to possible displacement with vulnerability increasing the longer this status persists and the more politically out of favor the co-op is compared to others possibly interested in the same land. Although such outcomes are unlikely, they are possible. Members of Boerserie co-op (Region 3) who had gone through this experience recalled their great anxiety during a prolonged period of legal limbo in their transition from being co-op members to becoming individual leaseholders.

Events befalling *Three Sisters Co-op in Cane Grove, Region 4* vividly illustrate how insecure co-op tenure can be. Originally, the co-op encompassed about 240 acres and 22 members, the majority of whom were women. Early on in the co-op's history the 9 male members decided to split up the land and farm it individually. They managed to displace the female members of the co-op from lands (some 95 acres) that they had helped develop, forcing them to move to a less productive 150-acre block of land in back.

The co-op is registered, but although a lease had been applied for, none was ever issued. In the fall of 1997, officials from the Lands and Surveys Department arrived on the scene and called a meeting of Three Sisters co-op members plus members of two other co-ops located in the same Cane Grove LDS area. It was announced that the land would be divided up among members plus outside applicants. Those selected would receive individual leases. This was a legally questionable move since by statute co-ops can only be dissolved through their own decision, operational collapse or if their membership falls below a minimum of 7.

The people who had been farming the same plots of land, usually about 10 acres each in size, for over 20 years were instructed to refrain from planting during the upcoming crop to

permit subdivision and demarcation of the land. They were told that they would ultimately get about 4 acres each probably located elsewhere than their original plots. They were asked to reapply for the land, not as a co-op but as individuals, going through the full-blown land selection committee process. No option was offered to have the reduced allotments assigned to former co-op members in a contiguous block, something that would have facilitated future operation as a co-op or informal co-operation among former members. Members of another co-op (Crown Dam) affected by this decision were reportedly set to lose investments of permanent tree crops on land they formerly had been using.

Despite the generally dismal situation of co-ops, several well-functioning ones continue to exist, intent on maintaining their current form. Notably, some of the best-functioning ones are cane co-ops. For many, belonging to a co-op has become a way of life and a source of local identity. There are of course other more concrete advantages. One is that co-ops can coordinate drainage and irrigation in much the same way as water users associations do. Given the current drive to form such associations, co-ops might serve as good organizational starting points. Co-ops may also enhance members' bargaining power in demanding government services and provide legally enforceable arbitration services through the central Co-op branch. Finally, there are certain financial benefits, namely, exemption from certain taxes and stamp duties.

LAND DEVELOPMENT SCHEMES

Land Development Schemes (LDS) are State-initiated and financed projects involving the preparation of land and infrastructure for distribution as house and farm lots assigned under 20- or 25-year leases. LDSs account for over 200,000 acres of some of Guyana's best rice-land along the coast.

Table 2. Area, number of plots, documentation, and number of landholders in land development schemes

Region	Land Development Scheme	Acres	Percentage of plots with leases and status of leases				
			Valid	Invalid	Provisional	% plots under lease of some kind	Number of plots
2	Anna Regina	18,280	23%		7%	30%	2,320
3	Vergenoegen	3,398	17%	No info	46%	17%	562
4	Garden of Eden	1,019	71%		0%	71%	86
4	Cane Grove	7,015	13%	2 %	No info	15%	1,963
4	Soesdyke-Linden						
	<i>Kuru Kururu</i>	75,098 ²⁵	29%	31 %	No info	60%	1,384
	<i>Yarawkabra</i>	20,309	14%	7.5%		22%	2,325
	<i>Laluni</i>	690	19%			23%	96
	<i>Baderima</i>	1,780		4 %			
	<i>Moblissa</i>	14,792					
	<i>Long Creek</i>	4,140					
5	MMA²⁶	35,147	6%		46%	52%	2,230
6	BBP	28,309	52%	26%	No info	78%	3,529
Total		209,977					14,495

Source: Data provided by LDS offices and Regional and Central Lands and Surveys offices, 1997-8.

Although the larger LDSs promoted rice production on a small-farm basis²⁷, some of the smaller ones provided for other crops and emphasized the provision of inexpensive house-lots, rather than farming per se as their primary goals. The larger LDSs normally encompass several adjacent villages. Along with individual leaseholders, a few co-operatives may also lie within LDS boundaries. Table 2 displays some basic data on the size of the various LDSs broken down by region as well as information about how well rights are documented.

While tenure insecurity is less severe in LDSs than in either co-operatives or tenant estates, insecurity remains serious. A very high percentage of leases are provisional (i.e., without benefit of survey) or expired; many have nothing more to support their rights than annual licenses or “allocations.”

²⁵ Most of this land (69,563 acres) was held under leases to three co-ops until February, 1998 when the leases for the two largest ones were cancelled.

²⁶ These figures are derived from my analysis of MMA’s computerized database.

²⁷ Thomas (1984, p. 121).

Annual licenses of occupancy are a particularly insecure form of tenure encountered in LDSs. In theory, as long as a person occupies the land, he/she continues to have a right. However, in reality, retention of rights depends largely on the goodwill of officials. Such licenses are especially prevalent in MMA and Anna Regina LDSs. Initially, MMA issued licenses as a stop-gap measure to get people onto the land before completion of physical infrastructure and before decisions on appropriate land uses for different sectors had been finalized. Although these are annual agreements, many have persisted for 12 or more years.

In “allocations,” the only evidence linking people to their land is a plot number and name entry, usually in the LDS assessment book. This is the dominant form of tenure in Anna Regina (Region 2), Vergenoegen (Region 3) and Cane Grove (Region 4) LDSs. In areas 1-5 of MMA, full leases account for only about 20% of occupied plots. Of the rest, about 20% consist of annual licenses, about 50% provisional leases and about 5% are squatted.²⁸

A major source of tenure insecurity in LDSs is the high frequency of unauthorized, undocumented or poorly documented transfers. This applies both to sales of rights and interests as well as inheritance transfers and subdivisions. Half or more of plots in some of the major LDSs have been informally transferred, often several times. In some of the LDSs, these exchanges or transfers are recorded only by a pencil entry in LDS assessment books, written above possibly several already crossed out names. People worry that it would be all too easy to simply erase or alter entries in the book. Payment and receipts for rent and other fees are generally in the name of the original allocatee, something that obviously compromises the security of current occupants and users. Only an agreement of sale or sale receipt attest to the most recent occupants’ claims. In BBP, it was recounted that turnover could be so rapid that a transfer might occur while the seller’s lease application was still in-process. A few cases were also reported of people pressing for urgent processing of a lease application purportedly so that they could apply for a bank loan, whereas, in fact, the real intention was to sell out their rights as soon as the lease was granted. Most lease sales in BBP reportedly involved expired leases. Years after such sales, heirs of one of the purchasers may discover a purchase receipt and then use it as a basis for advancing a claim against the current occupant who might have by then purchased the same land from someone else. It is virtually impossible to unravel and reconstruct chains of transfers in such cases.

While transfers are very common in BBP, records are much more up-to-date than in the other LDSs. BBP also has the highest percentage of valid, full leases. Such leases account for only a small minority of plots in most of the other LDSs. Furthermore, of existing valid leases, a rather high percentage are set to expire soon, particularly in Cane Grove and Kuru Kururu. In all LDSs, an unknown percentage of plots have been subject to informal, unrecorded inheritance subdivision.

²⁸These figures are estimates provided by the MMA chief land officer and differ somewhat from what MMA computerized rate assessment data indicate.

Relatives occupying land officially assigned to people now living abroad tend to be very insecure about their rights and vocal about what they regard as the injustice of emigrants tying up land needed by others remaining in the country. In BBP an estimated 15% of plots were in the names of people living abroad, with about 10% occupied by relatives and about 5% entirely abandoned. In MMA 376 acres could be identified as having been allocated to such people (based on their having USA addresses).

A look at Cane Grove LDS in Region 4, illustrates the situation in what is a relatively typical LDS. The total LDS area is 7,230 acres. When it was inaugurated, allotments of land varied between 5-15 acres based on family size. In addition to the farm plot, families each got 1 acre of cash crop land and one house lot. A common area was also set aside for grazing. One sector of the LDS known as the “logee area” had originally been given out to freed slaves. It remains unsurveyed and has become a hub of unregularized, uncontrolled home construction.

The majority in Cane Grove have no leases and much of the land has been informally subdivided. This contributes to encroachment and boundary problems. About 6 people have succeeded in accumulating 50 or more acres each mainly through the purchase of other people’s rights and interests. Cane Grove LDS also contains a few non-functioning co-ops in which land is split up among users, but documents for the entire block of land remain in the name of the co-ops. While the co-ops were registered, none held leases. Some work has begun on getting titles issued, but progress has been very slow.

Inheritance represents the source of many conflicts which must be cleared up before new lease applications can be considered. There is also much pent-up demand by sons living on their father’s house plots for the subdivision and the issuance of titles.²⁹

People tend to conduct their land-related business informally. If at all, people usually come to the on-site LDS office only after transactions have been finalized. Sales are noted in the LDS lease/assessment book in pencil with the new name(s) penciled in above the name of the original. An estimated 25% of LDS plots have been subject to subdivision. Also the majority of plots—65-75%—are now being used by people other than the original allocatees, whose names are still the ones that appear in the assessment books.

The next couple of sections are meant to tie together some of the fragments of reality presented thus far. Firstly, some of the issues that transcend the three tenure sectors discussed above are highlighted and expanded upon. Two matters in particular come in for special attention: squatting and inheritance. Then, another aspect of reality is driven home, namely that in any given area many of the issues and tenure forms discussed coexist alongside or in combination with each other.

²⁹This was also a major concern in Mibikuri, BBP affecting up to 15% of the people.

CROSSCUTTING LAND TENURE PATTERNS AND ISSUES

Some of the tenure issues alluded to above are common across all tenure sectors. They include:

1. undivided ownership,
2. widespread violations of the law, including non-payment of rent, rates, and taxes, squatting, subletting, and unauthorized/undocumented transfers,
3. inheritance-related issues,
4. presumptive rights of proprietors over second- and third- depth lands,
5. issues of physical access and easement rights

LAND HELD IN UNDIVIDED OWNERSHIP

Land held in undivided shares comes in various guises. One consists of State lands claimed or cited in old transports (e.g., Good Hope in Region 2/Essequibo) or assigned to proprietors in the first-depth as a fraction of the State lands in the second- or third-depths. The Good Hope land registration area in Essequibo exemplifies the sorts of complications that this can give rise to.³⁰ Over time, a few individuals there managed to occupy large portions of the backlands. Now, this same handful of people are in the process of claiming prescriptive rights³¹ to those areas to the dismay of others among the 21 original proprietors who each claim 1/21 shares based on an 1866 transport.³²

Another broad category of undivided lands consists of “family land.”³³ Here, instead of several unrelated families claiming a share of rights to an undivided block of State land, land is claimed by possibly several generations of heirs tracing their rights to a common ascendant. The major cause for the emergence of family land is intestacy. Complications arising from this form of tenure include indeterminacy as to who can decide over the disposition of the land, over which specific areas individuals may exercise which rights and the very matter of reliably determining who should be considered bona fide heirs.

³⁰ These are freehold areas declared as “land registration areas” based on procedures laid out in the Land Registration Act. The idea in doing so is to determine, regularize and ultimately register the land in the Deeds Registry.

³¹ Guyana’s laws stipulate that undisturbed or unchallenged occupation of land for a certain number of years provides the occupier with a basis for claiming rights over the land. The period is 12 years for private land.

³³ “Family land” is encountered across the Caribbean. Some regard it as problematic; since rights to specific plots of land are not well-defined, incentives to make permanent or long-term investments may be dampened. Also such land tends to be excluded from the land market, because obtaining permission from all heirs to sell the land is so difficult. Among those holding such land, family land is typically regarded as an heirloom to pass on to successive generations. Those in need can use the land when the need arises, whether to grow food crops or build a house.

While family land situations mostly emerge on freehold lands, State lands are not exempt, particularly lands held under 99-year leases, which are liable to have gone through several cycles of inheritance. With the passage of a few generations, a large block of State land over which several unrelated families claim their own portions may transform itself into sets of multiple, overlapping family land claims. Since the locations of ascendants' shares in the unsurveyed block remain vague, exercise of rights by co-heirs usually results in friction. The situation of about 5,000 acres of second-depth State lands in Joppa/Macedonia NDC (Region 6) provide an extreme but by no means unique example. According to an NDC official, the root of the problem is that due to the undivided nature of the land, proprietors do not know the locations of land they have rights to, only what their fractional shares within the entire block of land are. Particularly troublesome have been the numerous sales of rights by heirs of the original proprietors, sales that are often subsequently challenged by co-heirs. Absence of up-to-date documents on who is using what land makes it impossible for NDCs to collect rates and taxes since, according to the law, the NDC is empowered to pursue only those whose names appear on a property document (transport or lease). Other deleterious effects of this situation include widespread disputes affecting an estimated one-half of the area, and a reluctance to invest and develop the land because of tenure insecurity.³⁴

A third major class of land held in undivided shares is co-op land. Even where such land may have been divided up into plots to its members, the land still collectively belongs to the co-op. It may not be transferred or reassigned except through the co-op and, theoretically, land no longer used by a given member reverts to the co-op for reallocation to others. Another point is that, although individual members may be using a certain area, they have no specific rights over it from a strictly legal point of view.

Undivided land is chronically subject to land grabs by those presenting themselves as the sole, rightful claimants. In the case of land that had been leased out to individuals, one heir or set of heirs may either fail to mention other heirs in submitting claims or may try to establish exclusive claims through the payment of taxes and other fees for the land in his or her name. This is very common. At least one NDC (Good Hope in Region 2) has attempted to prevent such abuses by insisting that rate and tax payments be made "for x, y, z (i.e., the heirs)." Similarly, in the case of co-ops, leases are sometimes recorded as being in the name of co-op secretary "for the co-op," something which could also result in abuses in an adjudication context.

³⁴ A Lands and Surveys official familiar with this situation paints a somewhat different picture. He refers to a survey conducted about thirty years ago in the 1960s to subdivide the land into plots. Locals and outsiders then applied for the land. Rather than attributing the problems in the area to undivided family ownership, he blames it on the assignment of so much land to co-ops and that this land is now in large part occupied by people to whom co-op shares were illegally sold. These two versions may be reconcilable in that proprietors in first- -depth areas may have formed the co-ops (as elsewhere in West Berbice). Also in the thirty years or so since the plot surveys were done, much of the land might have been informally sub-divided or transferred without any record or documentation.

INSECURITY DUE TO VIOLATIONS OF THE LAW

An inescapable reality in Guyana today is that violations of lease terms and other legal provisions have become the norm rather than the exception. This is true of all major tenure categories discussed above. This would place many people in legal jeopardy in any future adjudication effort seeking to sort out and document rights. Some of the major sorts of violations are noted and discussed below.

UNAUTHORIZED/UNDOCUMENTED LAND TRANSFERS

Unauthorized, unrecorded transfers, including inheritance carried out without prior notice and permission of the proprietor (whether the State or a private person) are widespread. Where a transfer involves undivided land, co-owners of the seller are prone to confront the buyer, claiming that the land was theirs and not the co-owner's to sell. Complications increase as the chains of lease sales become longer and as more of the previous "owners" (particularly the immediately preceding seller) either emigrate or die. This leaves a current landholder with only an agreement of sale and no way to support the document with witnesses.

SUBLETTING

Unauthorized, undocumented, informal subletting arrangements have become an established part of the rural landscape affecting all tenure forms. However, according to section 29(h) of the Rice Farmers Security of Tenure Act (Cap 69:02), when applying to State lands, if "the tenant sublets or assigns the holding without the consent of the landlord previously obtained in writing," this is grounds for ejecting the tenant. Subletting also violates the essential spirit of leases issued on the condition of "beneficial occupation" on the part of the lessee. This restriction has been lifted for a new form of lease that was approved and began to be issued in 2000.

As with unauthorized transfers, subletting has gone on for many years without any strenuous objection by proprietors, be they private or the State. It is only now that interest in land has intensified that proprietors are seizing on this as well as other violations of the rules as grounds to oust tenants.

As noted in the case of the Hopetown Co-op dispute, subletters sometimes try to use the illegality of subletting as a basis for claiming rights to the very land they themselves are subletting. To protect themselves against subletter claims, people in BBP have increasingly resorted to documenting and witnessing sublet arrangements before the local Justice of the Peace.

ARREARS

Despite the usually low rents charged,³⁵ particularly for State land, payment by tenants is rare. Co-operatives are especially notorious for their delinquency, partly because it is easier for individuals to hide behind the collectivity and partly because so many co-ops are in such organizational disarray. In the case of tenant estates, payments, which used to be more regular than in the other sectors, have also generally dwindled for reasons already given above.³⁶ If the law were strictly applied, non-payment would be grounds for ejecting masses of people from land they are now using.

SQUATTING

Squatting is encountered in all tenure sectors. However, defining it and therefore estimating its scope in Guyana is less than straightforward. One major reason for this is the large number of “technical squatters,” namely those whose unauthorized or undocumented occupation of land can be blamed on administrative or legal defect. Examples include the host of people who properly applied for a piece of land only to be kept waiting, sometimes for a decade or more, with no document other than perhaps an application receipt. There are also the many who saw no sense in even starting the formal application process because of its length, its high costs and its perceived unfairness. Other “squatters” include people whose leases had expired, those who obtained land through unauthorized transfers or those who applied for land years ago but find themselves labeled “squatters” when other people assigned leases to the same land by the Lands and Surveys Department suddenly appear on the scene. Also lending some ambivalence to judgments about squatting in Guyana is the fact that at certain junctures the Government exhorted people to occupy and develop abandoned unused lands as a patriotic duty.

Squatting in the more conventional, blatant sense tends to occur in pockets, especially on unused or abandoned State lands.³⁷ The lands of formerly or currently defunct co-ops act as particularly strong magnets in attracting squatters.³⁸ Squatting on Government reserves and along railway lines is also common, often consisting of incremental encroachment by people extending

³⁵Except for MMA, where G\$ 3,550 per acre is charged for rent and D+I and other service.

³⁶Some lawyers have advised tenants to submit their rental payments via registered mail so that they can at least show that they attempted to pay.

³⁷For example, in the Soesdyke-Linden area of Region 4, people generally squat on any land that appears to be unoccupied. This pattern of occupation-followed-by-application for abandoned, under-developed and remote land is evidently widespread, occurring in the Canje Creek area of Region 6, the Komuni-Potussi area in Region 3 and in second and third-depth areas along the Pomeroon River in Region 2.

³⁸In a typical case, when the original members of 43 Bengal Co-op had abandoned the land the vacuum was filled by other farmers who went in as squatters and developed the area. Now some heirs of the original occupants are asserting claims. Other examples include East Bank Berbice Co-op in Region 6, Dartmouth co-op in the Cozier canal area of Region 2, Lichfield co-op in Region 5.

their use or occupation from legitimately occupied areas.³⁹ Moves to contain the problem and to enforce the law have tended to be sporadic, weak, and usually belated as demonstrated by the case of a 1,300-acre expanse of MMA land along the Abary river that squatters have occupied since 1992. Squatters have so far spurned MMA authorities' offer of 90 acres and a full lease if they would free up the remaining area for allotment in 10-acre plots to some of the many land applicants in the area. The stalemate continues.

Large-scale squatting by tractor owners is also common. A blatant example involves a family in the MMA area that has been occupying a 200-acre plot in full public view just off the main road and close to the MMA headquarters. In the same general vicinity, there has been a recent land grab by several tractor-owning squatters in the "Libyan area" which is known as such because it had been leased out until 1995 to the Libyan government.

Occasionally, squatting has gone on for so long that there are now successive generations or waves of squatters, each—possibly even including heirs—advancing claims for the same land. Some squatters may even base their claims on purchases from a previous squatter or a set of squatters. These elements are all present in the Cozier Canal zone of Region 2 where an organized group of 24 people claiming to be the "original" squatters who cleared the land in the 1970s are pitted against "new" squatters and the government, which is planning to reallocate the land.

The "old squatters" now control plots of up to 18 acres each. As proof of their claims, the leader of the "old squatter" group is able to produce a notice to quit issued by GUYSSUCO in 1983. This is approximately when people in this "old squatter" group applied to Lands and Surveys for a lease to the land. These farmers ultimately reached an arrangement whereby they were to grow cassava for GUYSSUCO. However, this venture collapsed, after which another wave of squatters arrived from the Pomeroon river area. They were in turn followed by another large contingent of "new" squatters from Dartmouth and Bounty villages. There are also about 35 families squatting on the backdam area of Cozier just behind the Pomeroon river area along a stretch of about 2 miles or so. They occupy about 5 acres each. This location provides good access while at the same time being remote enough to shield activities from the authorities. One person who controls about 150 acres acquired by purchasing plots from other squatters from Pomeroon has purportedly been issued a lease for his land.

In an effort to regain control over the situation and accommodate at least some of the many land applicants in the area, the government recently publicized the availability of land in small 5-10 acre plots in a 600 acre block which squatters currently occupy. Applicants have already been screened and selected by a land selection committee. This plan is being vehemently opposed by the squatters some of whom have disrupted the government reallocation program by digging up boundary stakes demarcating the newly defined plots. The situation has gotten so tense that new allocatees are asking for police escort or protection before being willing to occupy plots assigned to them. Those supporting this new effort explain it as being intended to return land to earlier

³⁹A 66 foot-wide reserve is supposed to be maintained along canals and railways in rural areas.

“small squatters” and away from the “kingpin” big squatters growing rice. This is one reason why Lands and Surveys has insisted that newly allocated land be restricted only to crops other than rice. To accommodate more applicants, allotments which were originally set to be 5 acres have been reduced to only 2- or 2.5-acre plots. In an effort to appease existing occupants or “squatters,” they have been offered larger allotments of 5-7 acres each. However, the squatters continue to hold out claiming that they it would be unjust for them to lose rights to land which they claim to have cleared at their own expense, particularly without compensation.

Lands and Surveys asserts that squatters describing themselves as “old squatters” had not actually been in occupation of the land for as long as they were claiming. Instead, an LSD official speculated that they may have tried occupying the area in the late 1970s or early 1980s, but gave up only after a few years. They then reappeared on the scene a decade or so later, around 1993. This version of the story would certainly conform with the national pattern of a recent upsurge in interest in land. The squatter group is now taking Lands and Surveys to court to challenge their displacement.

INHERITANCE

Failure to document subdivisions and the chronic and occasionally bitter disputes among heirs greatly erode tenure security. Intestacy whereby land is left to heirs without a will is very widespread mainly because formal, legal procedures tend to be discouragingly lengthy and costly. State land/leases require letters of administration, notarized document by heirs who renounce their rights in favor of other heirs. Documentary proof must also be submitted that all taxes and duties have been paid on the land.⁴⁰ Should heirs fail to agree on how to divide up the property, the matter either remains unresolved or goes to the High Court. Litigation usually takes several years, during which time the land is excluded from possible assignment or reassignment. Restrictions, although by no means uniform, on minimum allowable sizes of subdivisions, may also deter people from operating within the system. For example, in Region 2 and at MMA, a 5-acre minimum seems to have been informally adopted; in Black Bush Polder, splitting 30 acre agricultural plots and 2.5 acre house plots into a maximum of two pieces is accepted.

For co-op lands, a special procedure laid out in Cap. 88:01, Section 9, stipulates that members are to nominate only one of their heirs to take over their entire share. If a member fails to do so, it is the co-op committee which then decides who is eligible. Co-ops appear to vary in the details of how this nominee system actually works. As described in a co-op in Region 6, since the member’s share can only go to one heir and cannot be subdivided, nominated heirs occasionally pay off the remaining heirs. In another co-op in Region 3 (Hubu), it was the eldest

⁴⁰ As described in Region 6, the process goes as follows: If the lease is still in force, there is no will and there is only one heir, that person is asked to apply for the land. If there is more than one heir, a letter of administration is required. If a conflict surfaces, the heirs are invited into the office and effort is made to reach accommodation. Otherwise people might be asked to apply jointly, leaving solution of any differences that might exist among heirs for a later time. Informal arrangements are also sometimes suggested such as heirs taking turns using the land.

son who was said to be automatically nominated for the parents' full share. As described in Supply/Bonne Mere Co-op, if a member dies without having identified a nominee, heirs have six months to apply to the society. It would then be up to the society to determine which of the heirs should be assigned the land. If this decision is rejected by any of the parties, the matter may be passed on to the central co-op office in Georgetown for arbitration. This happened in the case of a woman who had not been officially married to a deceased co-op member but had been living with him and his two children for many years. When the member died, she applied and was awarded a share. The society felt that she was deserving because she had been the children's guardian and had contributed for so long to the member's family. The deceased member's brother and his original wife objected to this decision, and the matter is now in arbitration with the co-op union head in Georgetown. This case also illustrates how customary, extra-legal marriage practices often complicate the issue of identifying who among a member's children or multiple wives, is a bona fide heir.

Complications arising from the lack of orderly and documented inheritance include cases such as the following encountered in West Berbice (Region 5). The land, about 60 acres, was divided informally among three brothers. Because it is considered "family land," none would ever consider selling it. Documents remain in the grandmother's name. Recently a problem arose when an uncle, an elderly man who had been living for many years in the USA, arrived on the scene claiming the now valuable land as being rightfully his, not theirs.

The desire for clear, separate titles for house-lots is a particularly strong among young couples. In a what was described by those interviewed as a typical case in the Windsor Forest (Region 3) area, four sons had all built houses on their father's undivided lot which was documented in a transport solely under the father's name. The sons wished to obtain their own separate transports for their respective portions of the parcel. However, this has not been done so far, allegedly "because the father has no interest." One of the daughters-in-law openly worried that some day a disagreement with the father might lead him to simply kick her and her husband off the land.

One notable effort to clear up the backlog of inheritance cases in an LDS comes from Black Bush Polder. During 1997, a concerted drive was launched to clear up as many unprocessed inheritance cases as possible. This involved establishing a committee composed of representatives from each of BBP's major areas, a land development officer from BBP, and the Regional Vice Chairman. They heard between 8-12 cases every fortnight and resolved an estimated 80% of the cases. This sort of local, concentrated effort may be a good model to follow by other LDSs.

PRESUMPTIVE RIGHTS TO SECOND- AND EXTRA-DEPTH LAND BY THOSE OCCUPYING FIRST-DEPTH LANDS

As already noted, one unique aspect of Guyana's land tenure situation is that proprietors with land in the first-depth are generally accorded rights to a share of second- or extra-depth lands. One can see the basic logic of this since control over irrigation and drainage depends on control over or assured access to the back lands. Also, canals servicing a given cultivated area usually extend well beyond the boundaries of the land actually being cultivated by a proprietor or set of proprietors at the front. However, even where this is not the case, and even though these rights are not codified by law,⁴¹ this customary belief remains pervasive. One place where this has been strongly manifested is the large-scale MMA (Mahaica-Mahaicony-Abary) scheme in Region 5 which was established during the late 1970s and early 1980s and covers some 35,000 acres.⁴² The MMA is semi-autonomous, with its own complex of offices in the project area. Subsumed under its authority are land administration and D+I functions normally carried out by central national authorities.

MMA land officers attributed 70%-80% of disputes to proprietors located in first-depth lands along the road persisting in their claims to second- and third-depth lands based on possession of transports to the front-lands. One farmer I interviewed described the MMA experience as one in which traditional occupants of the land were simply "bulldozed off" when MMA began full-scale operation in the early 1980s. Anti-MMA project sentiment is particularly strong when it comes to the assignment of second-/third-depth lands to "outsiders" not from the same village, including the handful of outsiders who managed to obtain leases to hundreds and even thousands of acres in the area. MMA officials retort that they had tried to assign land to people from adjacent villages. They recount that after the D+I works had been completed, bell criers were employed to call the people together and offer first right of refusal to proprietors. They claim that those who applied for land at the time received it. However, very few took up the offer, perhaps because rice was not so profitable in those days. In any event, interested or not, few of the original occupants formerly with only small acreages of 5 acres or so, could have been accommodated in the new scheme due to the 30-acre allotment size ultimately set for MMA-developed land.

An added layer of complication exists for MMA lands previously allotted in the 1950s or 1960s under co-op leases. These lands generally consist of State lands located immediately behind first-depth freehold lands with co-op members having been drawn largely from among proprietors living along the main public road. In one such co-op, Lichfield, co-op members/proprietors or their heirs have stubbornly persisted in their efforts to retrieve lands

⁴¹ The closest thing to a legal stipulation of such rights is contained in State Land Regulations, Regulation # 32, which accords grantees of State land 5 years in which their precedent rights to develop backlands are recognized.

⁴² This refers to "MMA-proper," the fully developed "Phase-1" area of the scheme which also encompasses Phase-2 and Phase-3 areas.

reassigned to “outsiders.” The demands have surfaced with renewed vigor since 1992 by which time the co-op lease had expired and many if not most of the original members were either dead or had emigrated. The lease originally had been issued to the local authority, “for and on behalf of proprietors,” i.e., people with freehold in front. Around 1978, co-op members were unable to utilize co-op lands because of MMA-related construction. MMA ultimately assigned about 600 acres of what had become largely abandoned lands to “outsiders.” Now, finally acceding to the persistent demands of the proprietors, MMA has forced people they assigned leases to “to give back” 45 acres to Lichfield; still dissatisfied, the Lichfield co-op members are pressing to retrieve the rest occupied by “foreigners” from Correntyne.⁴³

ISSUES OF PHYSICAL ACCESS AND EASEMENT RIGHTS

People’s ability to use or profit from the land they own or lease out is sometimes severely curtailed by access difficulties or by uncontrolled traffic through their fields which damage crops, canals or other infrastructure.

The cattle-rice conflict

Traditionally, grazing and rice growing have been inter-cyclical (Darnel 1993), with varying portions of a family’s holding or its labor energies devoted to either rice cultivation or cattle raising based on the relative profitability of either activity. Since the 1990s and the dramatic extension of rice and cane cultivation, virtually all coastal land is now continuously devoted to one or the other of these crops. Very little land is left for grazing animals and the amount still available is diminishing as D+I development extends rice cultivation into areas now designated or zoned for grazing.

Of course, the other side of the story is that people without land and only livestock have no place to drive and graze their livestock . This is not only due to extension and intensification of crop cultivation, but also due to encroachment onto public reserves. Rules governing the preservation of reserves along field roads and canals have broken down due to encroachment of crops or housing into these areas. A woman in La Retraite Region 3 grazing her cows complained how difficult it was to move her cattle these days. To paraphrase:

Before, there used to be an unobstructed dam (i.e., a farm access road) every 100 rods.⁴⁴
Today, all of these are either planted up in cane or used for housing. Now we can’t pass

⁴³ Again in the MMA area there is a somewhat parallel situation affecting about 4-5,000 acres of State land behind Bath settlement. This land was not assigned to a co-op, but instead to an “outsider,” a nationally prominent rice grower. Local proprietors kept up their pressure to “regain” their lands. This was ultimately agreed to according to an arrangement whereby the large lessee was compensated with about 6,000 acres in another area, which he had to develop as rice land. The large block of land behind Bath was divided up into over 800 plots assigned to Bath proprietors.

⁴⁴ 1 rod = 16.5 feet.

with our cattle. We have to walk on the road which is dangerous both for us and our livestock.

Livestock damage to people's crops is a major source of conflict. This was discovered to be a particularly serious and chronic problem in the MMA area. Many rice growers are particularly upset at people who sublet out their leased rice land, pocket the high rents charged, and now without any land of their own, proceed to purchase livestock which they graze freely on other people's land. Farmers who can afford it are forced to protect their fields by building fences around them, a major expense. Uncontrolled movements of livestock also sometimes devastate farm access roads, especially during rainy periods.

Access to leased State land areas

Many farmers find their access to leased State lands obstructed because it lies behind GUYSUCO-controlled or privately-owned areas. Such problems appear to be most pronounced, although by no means confined to Region 6. There, thousands of acres are affected including the back-lands of East Bank Berbice (EBB) and lands behind Skelton estate in the Correntyne. Such access difficulties at least partially explain the low level of land use in EBB which is wedged between GUYSUCO lands on one side and private lands on the other. Access to the back is only possible through GUYSUCO's dams. However, GUYSUCO sometimes limits access due to a legitimate concern for possible damage, especially by tractors or other vehicles under wet conditions.

In the Sparta co-op case cited earlier, tenants occupying State lands in back occasionally find their way blocked by the co-op. Since it occupies the lands in front along the main public road, the co-op controls the gate which leads in from that road to the farm access road. Both co-op members and tenants live along the main road and need to pass through the gate to get to their fields. When the co-op shuts this gate, tenants have no choice but to request passage through the farm roads of neighboring villages.

COMBINATIONS OF TENURE SITUATIONS

We have seen references throughout the article to MMA, the large-scale development scheme in Region 5 where a multiplicity of tenure issues co-mingle: squatting is relatively widespread, as is unauthorized subletting; problems associated with co-op lands are present; there is widespread delinquency in rental and D+I payments; and only an estimated 25% of plots are held by people with full leases. The project area is beset by serious friction between cattle raising and rice growing, and tenure dynamics in the area are profoundly shaped by original proprietors' persistent claims to lands, developed, subdivided and allotted by the MMA authority. Two additional cases are now presented to further demonstrate the reality that in most areas the various tenure issues and phenomena discussed so far tend not to occur in isolation.

WHIM NDC

First to the situation in the four villages of Whim NDC (Region 6) represented in Figure 2. There, all of the following elements surface: assertion of proprietors' rights to second- and third-depth lands, issues of NDC-run tenant estates, squatting, illegal transfers, non-payment of rents, rates and taxes, and complications arising from the undivided, unsurveyed nature of the land.

Figure 2. Land situation of four villages in Whim NDC, Region 6

	Bloomfield village	Letterkenny village	Church village	Whim village
first- depth	Transported/ freehold lands	Transported/ freehold lands	Transported/ freehold lands; owned by Presbytery of Guyana Tenants—rent from Presbytery	Transport Proprietors of Whim
second- depth	State land Because D+I inadequate, no rice grown, just cash crops. Leases are expired; most had sold lease rights, so no documents. Some of the land has been sold multiple times in unrecorded transfers. Plots are not surveyed.	State land Because D+I inadequate, no rice grown, just cash crops. Leases are expired; most had sold lease rights, so no documents. Some of the land has been sold multiple times in unrecorded transfers. Plots are not surveyed.	Transport; owned by Presbytery of Guyana Tenants—rent from Presbytery	Transport Proprietors of Whim
third- depth	State land Area planted in cane; lease issued to co-op. Lease is in force	State land Area planted in cane; lease issued to co-op. Lease is in force	State land Presbytery has lease for land, but occupied by a large squatter who is not paying rates and taxes	State Land Held by NDC as “Permission”; sublet out to “outsiders.” This is opposed by proprietors of Whim.

Land in these four villages totals about 4-5,000 acres. Moving from east to west, the situations in the villages are as follows:

- In **Bloomfield** and **Letterkenny** villages, the second-depth State lands are mostly used by proprietors owning land in the first-depths. Virtually all leases are expired and most lessees or their heirs had illegally sold their lease rights. Many plots had undergone several sales. Particularly troublesome were sales by co-heirs of what they deemed to be their own shares. Since the land had not been physically subdivided and surveyed, location of plots remains vague and subject to dispute. This confusion also greatly curtails the NDC’s ability to collect rates and taxes; only about 10% of people pay. Receipts are made out in the names of

original owners or lessees whose names still appear in the assessment book; a notation, “paid by X,” is pencilled in beside the original person’s name. Leases to the third- depth lands are issued to two cane co-operatives, which seem to be doing reasonably well. The co-ops’ members are drawn mainly from proprietors living in the two villages.


- Transports to the **Church** village first- and second-depth lands are held by the Presbyterian Church (the “Presbytery”) of Guyana, based in Georgetown. In essence, they operate a tenant estate, leasing out their land, mostly to local residents. The Presbytery also holds a lease to the third-depth State lands but has been unable to fend off squatters from outside the area.
- The first two depths of **Whim** village are used by the proprietors of Whim and their heirs. To their chagrin, since about 1950 the third-depth lands were assigned by the government to the NDC⁴⁵ and the NDC has since 1993 been subletting out this land to a string of large farmers from other areas, who the NDC hoped had sufficient resources to develop the land. This turned out not to be the case: one after another, these farmers all ultimately refused to pay D+I fees, complaining that D+I remained non-functional. Whim proprietors have protested the NDC’s bringing in of outsiders, insisting on having their rights to that land restored. Indeed a small area of 40 acres remains in their hands. Originally the area had been divided up into 519 unsurveyed shares (1 share=5/6 acres). The NDC itself has no record of its own about these lands in its assessment book and the NDC pays no rent to the government for the land, because it is simply impossible to verify what the NDC owes.

61-63 VILLAGES IN THE CORRENTYNE, REGION 6

The next case, involves three adjacent villages (61-63 villages), in the Correntyne area of Region 6. These villages belong to what is reputed to be Guyana’s largest NDC (i.e., 52/74 village NDC) and one of the Region’s three major rice growing areas, encompassing some 21,000 cultivable acres. Most of the same issues surface here as in Whim, with the additional angle that here these issues play out in a set of private tenant estates.

⁴⁵ Under the status of “In Her Majesty’s Pleasure” lands, essentially an open-ended right to use the land.

Figure 3. Land situation of three private tenant estate villages in the Correntyne, Region 6

	61 village	62 village	63 village
			
first- depth	Transported/ freehold lands	Transported/ freehold lands	Transported/ freehold lands
second- depth	State land	State land	State land
third- depth	State land	State land	State land

In all three villages, the front-lands are transported/freehold lands, while second- and third-depths are State land with leases issued to each of the three sets of private proprietors. Leases to the State land areas are all expired. Nevertheless, the proprietors still seem to be exercising control there.⁴⁶ The total amount of State land involved is about 2,500-3,000 acres operated essentially as tenants estates.

In the case of 61 village, the lease was issued in the name of the original proprietor who had allowed tenants onto the land. Now some of the heirs of that proprietor are trying to remove the tenants and retrieve the land for themselves. Some of the tenants had been on the land for as long as 30 years.

In all three villages, only minor portions of the land are being used by the proprietors themselves or their heirs.⁴⁷ Instead, much of the land has either been sublet or the goodwill “sold” to tenants using the land. This has been done without authorization from Lands and

⁴⁶ It may be that the transports assign rights over the State Land areas, but definite information on this is not available for these cases.

⁴⁷ Up to half the land is used by proprietors in 61 and 62 villages; none of the State land in 63 village are used by proprietors.

Surveys. The proportion of land sold in 63 village was said by one long-term tenant to be about 20-30%.

Given the undivided nature of the second- and third-depth lands, such sales and subletting arrangements create great uncertainty and conflict, even among heirs of the proprietors who quarrel among themselves accusing other heirs of “occupying their piece” or of having sold rights to “their piece.” Such strife is only to be expected given the fact that heirs selling what they regard or claim to be their shares do so without any clear idea about where those shares actually are.

Buyers get nothing to record their purchase except for a bill of sale only vague approximations of location (e.g., “second depth of ‘X’ village”) and acreage. One reason some have opted to purchase rights, despite the legal tenuousness of such transactions, is the belief that the proprietors collecting D+I from tenants, may have been overcharging. One buyer who was interviewed reported that he now makes D+I payments directly to the NDC in his own name. Some others continue to make payments in the name of the proprietor who holds the lease for the land.

CONCLUDING THOUGHTS

Land tenure dynamics along Guyana's coast clearly pose a tremendous set of challenges and difficulties. Yet one is struck by the fact that despite all the problems, much of the land appears to be in productive use. People complaining about conflicts and problems say that within an improved, less conflict-ridden environment, they could do more; they could farm more land and invest in more improvements. Maintenance of infrastructure, which farming on the coast depends so much on, would surely benefit from less tension and conflict about land rights. Prospects for collecting D+I rates by local D+I authorities, local governments and newly set-up water users associations, might also improve. This, in turn, would bring in and keep more acres under productive use. For many, however, insecurity is something they have learned to live with. Often of equal or greater concern is the paucity of affordable land along the coast and disgruntlement that such a premium has to be paid in the form of exorbitant market rents to add even only a few more acres to their operations.

A major benefit of greater tenure security and order would be to reduce social tension and conflicts among neighbors, something that poisons the atmosphere of daily existence for so many people. And particularly when, as is so often the case, the ethnic or racial dimension creeps into the situation, reinserting a greater sense of justice would be of benefit to the stability of the country as a whole.

It should be obvious that any effort to sort out and document rights through an adjudication and titling process will be long, difficult and likely to arouse a multitude of conflicts and disputes. Substantial preliminary legal and institutional groundwork would be required, first in organizing and updating property records and maps, and just as importantly in revising, simplifying and enhancing the perceived fairness of procedures so that people would be more prone to operate according to the rules. Excluding these basic improvements and key supportive elements such as the increased capacity and availability of land surveying services, straightening out the current mess will require particular attention to the following issues:

- Establishing a set of criteria for weighing what are inevitably going to be competing claims for the same land. Perhaps the most basic matter in this regard is the need to establish guidelines for assessing the relative weight to be assigned to current possession versus rights others presume to have on the basis of a document, former co-op membership, inheritance and so on.
- Adopting a pragmatic, reasonable stance when it comes to rampant violations of the law. Sudden, strict imposition of the law would inevitably result in unjust outcomes and mean ejecting a large percentage of people from land they now occupy and use. How does one proffer leniency without it being perceived as a license for disrespect for and endless violations of the law in the future?
- Coming up with approaches to undivided ownership and the vast areas formerly under co-op leases that now are generally in state of chaos or legal limbo.

The new millennium has ushered in some progress in several of the above areas. However, both in scope and content, the promise for quick, extensive and long-lasting benefit remains highly questionable. While some streamlining of procedures has been introduced this only applies to new applications for large leases (1,000+ acres) or for lease renewals and transfers for the distinct minority of people with valid leases. Most ambitious and far-reaching has been the sweeping land tenure regularization effort now in its pilot phases which seeks to update and issue valid leases and convert some leases to freehold. However, this effort has up to now been focussed rather narrowly on land development schemes and conversion to freehold is only restricted to plots up to 15 acres in size (this would disqualify MMA leases) where claimants can prove at least 25 years of legitimate leasehold possession. Introduction of new State land leases with longer 50-year terms and relaxed rules on subletting does represent a clear advance, though some are reluctant to seek such leases given the fact that they come with a very steep increase in rents. Unfortunately, many of the underlying issues contributing to tenure disarray, insecurity and conflict identified above, remain unaddressed or only partially addressed. For most people, procedures remain inordinately complex and time-consuming. No clear, pragmatic direction has been forged to deal with rampant violations of the law. Finally, administrative capacity of Regional Lands offices remains dismal, with most lacking even a single vehicle to conduct the requisite initial lease application and monitoring inspections.

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