

FACTOR ENDOWMENTS AND INSTITUTIONAL DEVELOPMENT: EGBA LAND AND SLAVERY, 1830-1914

JAMES FENSKE[†]

ABSTRACT. Recent economic studies have shown that geography is a good empirical predictor of present-day economic institutions. Historians of Africa have explained several features of the continent as outcomes of its land abundance and labor scarcity. This study evaluates the validity of this “factor endowments” perspective by analyzing a pre-colonial case study. Using a sample of court records from the early twentieth century, I show that the economic institutions governing land, labor and capital among the Egba of southwestern Nigeria can be explained as arising from the scarcity of labor and capital as well as the abundance of land. Further, these institutions adapted to changes in the relative abundance of these factors in the period before 1914.

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1. INTRODUCTION

The idea that institutions are key determinants of long-run economic outcomes is an important one in economic history.¹ Recent cross-country empirical work has confirmed this quantitatively.² Understanding what leads some societies to have “better” institutions than others, then, is essential in explaining the persistence of underdevelopment in the poorest countries. A number of studies have advanced the hypothesis that geographic endowments play a crucial role in shaping differences in institutional quality across countries. This is not a new concept; Marx (1853) ascribed “Asiatic despotism” to that region’s dependence on state-built irrigation works. More recently, Diamond (1997) has influentially argued that Eurasian conquest of the rest of the world was facilitated by its endowments of crops and domesticable animals as well as the landmass’ East-West orientation. Engerman and Sokoloff (2002), similarly, have accounted for the differential long-run performance of new world economies according to whether their geographic endowments favored small farms or large plantations. The statistical correlation of geographical features with contemporary institutional characteristics has been confirmed by Acemoglu et al. (2001) and Easterly (2007).

[†]DEPARTMENT OF ECONOMICS, YALE UNIVERSITY, BOX 208268, NEW HAVEN, CT 06520-8268

E-mail address: james.fenske@yale.edu.

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¹Greif (2006), North (1991)

²Acemoglu et al. (2001), Nunn (2008)

Geographic factors have been particularly important in perpetuating African underdevelopment; Bloom et al. (1998) argue that geography, demography, and health explain almost four-fifths of the gap in growth rates between Africa and the rest of the world, while economic policy and governance (including institutional quality) can account for less than one quarter of this difference. In addition to their direct impacts, geography and factor endowments have shaped institutional development in Africa. Empirical support for this link is provided by Nunn and Puga (2007), who show that countries with more “rugged” geography were enabled to escape the worst effects of the slave trades, and have since benefitted from better institutions. Austin (2008) has recently reintroduced the notion that Africa’s general land-abundance and labor-scarcity, coupled with its particular barriers to extensive land exploitation, explain the general features of the continent’s development. The present study assesses the relevance of this “factor endowments” view in the context of a particular historical case. Specifically, a sample of court records from the early twentieth century is used in order to show the extent to which the development of economic institutions among the Egba of southwestern Nigeria between 1830 and 1914 can be explained by their relative endowments of land, labor, and capital.

The remainder of this paper proceeds as follows. Section 2 outlines three separate literatures which have linked the nature of institutions to geographic features. First, historians of Africa have explained many aspects of economic and social life on the continent as consequences of its widespread abundance of land and scarcity of labor. Second, development economists have accounted for particular agrarian institutions as the result of exogenous factors, including climate and geography. Third, economic historians have followed Domar (1970) in accounting for compulsory labor as a strategy for overcoming a paucity of manpower. Section 3 provides historical background on the Egba and describes the sample of court records which are the principal sources of data for this study, as well as the supplementary primary materials which are cited.

The remainder of the paper argues that institutions governing rights over factors of production among the Egba to 1914 were primarily the result of the abundance of land and scarcity of both labor and capital (that is, embodied labor) which characterized the region, while noting that these institutions were responsive to changes in the relative endowments of these factors. Section 4 describes property rights in land, providing an empirical elaboration of the hypothesis advanced by Mabogunje (1961). Section 5 turns to labor, noting the absence of a market for free labor and the prevalence of compulsory work both within and outside the household. Section 6 looks at capital, and accounts for the difficulty of borrowing in Egba society using the scarcity of liquid capital coupled with the abundance of land. This was eased considerably after 1890 by the advent of two foreign tree crops which took on the characteristics of fixed capital or embodied labor – cocoa and kola. Section 7 examines contracts which interlinked these factors. Section 8 concludes.

2. LITERATURE REVIEW AND SOURCES

2.1. Literature: Factor Endowments, Agrarian Institutions, and Forced Labor. Austin (2008) has recently reintroduced the idea that African institutions can be explained by the region’s “land-abundance,” by which he means that labor, rather than land, was the constraining factor on expansion of output. He attributes the first systematic use of this analysis to Hopkins (1973), who

argued the ratio of land to labor determined technological choices, the nature of factor markets, whether property rights existed, and the form of economic growth. Later writers have derived alternative conclusions from African land abundance. For Iliffe (1995, p. 2), African underpopulation has led to societies “specialized to maximize numbers and colonize land,” agricultural systems that adapted “to the environment rather than transforming it,” ideologies and social organizations bent on maximizing fertility, and social differentiation achieved “through control over people, possession of precious metals, and ownership of livestock.” Sparse population, he argues, hindered transport, limited the surplus the powerful could extract, prevented the emergence of literate elites and formal institutions, left the cultivator much freedom, and obstructed state formation, despite the many devices which leaders invented to bind men to them.³

Herbst (2000) has taken the broadcasting of power over sparsely populated territories to be the central problem facing African states past and present. Though Austin (2008) notes that the factor endowments approach to African history often ignores capital and the seasonality of labor demand, he argues that the scarcity of labor explains three related strategies adopted throughout Africa – improving the productivity of labor in agriculture, raising labor productivity in the dry season, and turning to forced labor in order to lower its cost. These themes are borne out in colonial case studies. While rising population density within the “iron ring” of alienated land pervades Spear’s (1997) description of agricultural intensification on Tanzania’s Mount Meru, officials in Zambia feared that the practice of slash-and-burn *citimene* agriculture would not be sustainable if the sparsely populated Bemba increased in number.⁴

Factor endowments have been used by development economists to account for the nature of agrarian institutions. Binswanger and McIntire (1987) have explained the production relations found in land-abundant tropical agriculture as the result of a list of behavioral and technological assumptions, while Binswanger and Rosenzweig (1986) have done the same for land-scarce environments. The contrast between their results is instructive. Binswanger and Rosenzweig (1986) argue that credit markets in land-scarce environments will act as insurance substitutes. The ability to use land as collateral will raise its market price above its productive value. Binswanger and McIntire (1987) believe, conversely, that credit markets under land abundance will be constrained by both supply and demand. Binswanger and Rosenzweig (1986) contend that the prevalent operational size with land scarcity will be that of the family farm. Both short-term and long-term “rental” will exist for labor. Binswanger and McIntire (1987), by contrast, propose that land-abundant tropical agriculture will be characterized by the absence of a locally resident non-cultivating labor class, almost no hiring of labor during the peak season, an absence of regular output markets (and consequently low marginal benefits of effort above that needed to provide subsistence), and vertically extended households with wealthy heads. Binswanger and Rosenzweig (1986) argue that with land scarcity land will be rented for at least annual periods, and that long-term rental of trees will be present but still subject to incentive problems. Because of the collateral premium, land sales will be few and limited to distress sales. Binswanger and McIntire

³Iliffe (1995), p. 3

⁴Moore and Vaughan (1994)

(1987), alternatively, suggest that land per farmer will be independent of household size or wealth, and that common property will exist as an insurance substitute. Following Boserup (1979), they argue that the transition to specific land rights will occur when population pressure creates the incentive to invest in individual plots – i.e. when land becomes scarce. The Egba, for whom output markets were regular, land markets existed but the legitimacy of sale was contested, and credit transactions were interlinked with rights over people, are not easily categorized into either of these ideal types.

A key feature of Egba production relations is that claims and agreements over resources were “interlinked”; loans, for example, were often made without collateral but in return for the immediate use of some object or person. Models of interlinked contracts generally characterize them as responses to information asymmetries. Braverman and Stiglitz (1982), Braverman and Stiglitz (1986), and Braverman and Guasch (1984) have presented models of this sort to explain sharecropping contracts that are tied to credit, input, and output markets. The present paper, however, argues that the types of interlinkages found in Egba credit arrangements reflected the underlying abundance of land. Where land had essentially no value as collateral but coercion of labor was possible, rights over people were the preferred means of securing debt. Once labor came to be embodied in planted tree crops with the same characteristics as fixed capital, these too could be used in lending contracts. The parallels with the use of indentured servants in the West Indies and North America are obvious. The exchange of bonded labor for passage costs provided a solution to labor-scarcity in the New World and to the credit constraints of potential migrants. Galenson (1984) attributes the contrast of free European and bonded Asian migrants during the nineteenth century to the relative capacity of each group to finance their own costs of passage. Grubb (1994) argues that the final collapse of indentured servitude during the nineteenth century was supply-driven, as migrants became increasingly able to borrow their cost of passage from their countrymen already living in America. This additional source of capital, then, lessened the need to connect credit contracts with claims over unfree labor.

While Binswanger and McIntire (1987) and Binswanger and Rosenzweig (1986) assume away the problem of slavery, understanding the existence of forced labor is of particular relevance to Africa, especially given the large-scale export of human beings from an underpopulated region – a trade which had the effect of keeping the continent’s population stagnant over the course of several centuries.⁵ Fenoaltea (1999) has attempted to resolve this paradox by contending that, while the marginal physical product of labor may have been greater in Africa than elsewhere, lower price levels in Africa meant that its marginal “value product” was lower; Africa exported men, in his model, to pay for expensive luxuries demanded by elites.

Factor endowments have been used to explain the existence of serfdom and slavery. Domar (1970) ties the the existence of serfdom in Eastern Europe to labor scarcity; free land, free peasants, and non-working landowners cannot, he argues, coexist. Conning (2004) has formalized this reasoning using a general equilibrium model in which landlords may (at a cost) enslave a portion of the peasantry. In support of Domar (1970), he finds that the return to enslavement rises with the land-labor ratio, but also notes that where inequality in landownership is greatest,

⁵Manning (1990)

larger landowners may have less costly means of exploiting their tenants. This helps explain the prevalence of slavery in African societies, where the land-holdings of even the wealthiest individuals did not approach the size of a *demesne* or *latifundium*, and landowners could not manipulate the price of land by withholding it from the market. In a complementary paper, Lagerlof (2006) presents a growth model in which population growth drives an endogenous transition from an egalitarian society, first to a slave society in which both land and labor are owned by the elite, and later to a free labor society in which the elite owns the land but people are free.

North and Thomas (1971) have used transactions costs to account for the demise of the manorial system in Western Europe. *Contra* Domar (1970), they argue that during the fourteenth century plagues drastically increased the land-labor ratio, intensifying competition between landlords for tenants and resulting ultimately in relaxation of servile obligations.⁶ This contribution has not gone unchallenged. Jones (1972) has criticized them for understating the importance of the manorial system even after 1500. Fenoaltea (1975) has similarly added that, contrary to their assertions, rents declined and leases shortened in the wake of the Black Death.

The impact of factor endowments on the nature of slavery does not stem solely from the relative abundance of land and labor; Fenoaltea (1984) has pointed out that slaves used in activities where only their brute force matters will be motivated mostly by “pain incentives,” while those from whom greater care is required will have more opportunities to earn material rewards and achieve manumission. Geographic features affecting the suitability of various crops will, then, influence the condition of agricultural slavery.

3. HISTORICAL BACKGROUND AND DATA SOURCES

3.1. The Egba: An Introduction. The Egba are a Yoruba group, presently located in the central portions of Ogun State in south-western Nigeria. The Egba settled as refugees at the site of Abeokuta in 1830, and remained formally independent from British rule until 1914. The Egba are divided into the provinces of Ake, Gbagura, Oke-Ona, and Owu.⁷ The *obas* (kings) of each province were known respectively as the Alake, Agura, Osile, and Olowu. Political power, however, lay at the more decentralized level of the township,⁸ and was divided among the the *olorogun* (war chiefs), *ogboni* (civil chiefs), *ode* (hunters), and *parakoyi* (trade chiefs). Within each *ogboni* (civil chiefs) society, the *iwarefa* (cabinet) comprised a select committee of the most senior members.

Egba agriculture was typical of the West-African forest zone. In the mid-nineteenth century, the Egba cultivated principally Indian-corn, cotton, yams, and beans, supplementing these with sugarcane, ginger, bird-pepper, arrowroot, groundnuts, onions and sweet potatoes.⁹ These were intercropped, and planted in heaps.¹⁰ Unfree labor in the form of slaves and pawns was widespread. Palm oil and palm kernels were the principal nineteenth-century exports of the Egba, and they

⁶North and Thomas (1971), p. 798

⁷Owu was not traditionally an Egba kingdom, but became assimilated into Egba society at Abeokuta.

⁸The Egba townships correspond roughly to the villages occupied by the Egba before their removal to Abeokuta. Estimates of the number of these townships vary; Burton (1863, p. 170) gives 150; Ajisafe (1964, p. 18) writes “not less than three hundred”; Johnson (1966, p. 93) states 153; Fadipe (1970, p. 48) gives 145, and Ward-Price (1939, p. 87) states 70.

⁹Barber (1857), p. 100

¹⁰Burton (1863), p. 62

were among the first Yoruba groups to become involved in this trade.¹¹ From the 1890s onward, cocoa and kola gained favor as planted tree crops. Initially, cocoa spread from Lagos due to the efforts of merchants and demobilized soldiers seeking new economic opportunities.¹² Many of the early planters were Christians, supported by evangelists, Lagos businesses, and Agege planters such as J.K. Coker, who had a 2,000 acre farm and employed more than 200 laborers.¹³

Historians have remarked on the Egba as an exceptional example of “aborted modernization” in West Africa.¹⁴ Situated close to Lagos, the Egba figured largely in the minds of British consuls and merchants, and were an early focus of missionary activity in the interior of West Africa. Tucker (1853) proclaimed Abeokuta the “sunrise within the tropics.” The representatives of the Egba United Government (EUG)¹⁵ highlighted the peculiar institutional development of the Egba in their testimony to the West African Lands Committee (WALC) in 1913 by giving answers starkly different from those of the other Yoruba representatives.¹⁶ Of particular interest was the claim that outright sale of land was a long-standing custom.¹⁷ The greater prevalence of land sales in Egba territory relative to the other Yoruba provinces, both of urban plots and farmland, was noted by later colonial officials.¹⁸ Mabogunje (1961) ascribes these differences to the peculiar settlement pattern of the Egba, who began as a densely populated group refugees and expanded slowly outwards from Abeokuta over the next hundred years. The Egba at Abeokuta thus present an almost ideal opportunity to assess the impact of factor endowments on institutional development, since from 1830 to 1914, Egba society underwent both dramatic transformations in the relative abundance of land and labor and in the social norms governing property.

3.2. Data Sources. Court records have been used for qualitative and quantitative data by scholars in both economic history and African studies; the merits of these sources have been explored elsewhere (see, for example, Chanock (1985), Dickerman (1984), Dickerman et al. (1990), Mann and Roberts (1991), Moore (1986), Roberts (2005) or Ogilvie (2003)). Importantly, they provide a ground-level window into disputes between individuals which is absent from other sources. They allow the actual operation of property rights to be observed in practice, as distinct from the idealized sets of rules presented in texts on customary law. Two sets of Native Court records are used for this study. The first is taken from the Egba Council Records (ECR) deposited in the National Archives, Abeokuta (NAA), and contains Civil and Criminal Record Books mostly from the period 1899-1905. The second is housed in the Hezekiah Oluwasanmi Library at Obafemi Awolowo University, Ile-Ife. From this collection, I have used Civil Judgment Books from the Ake “A” and “B” Grade Courts, the Ake Central Court, the Abeokuta Mixed Court, and the Abeokuta Native Court of Appeal. Histories of the Native Courts have been provided by Adewoye (1977) for Southern Nigeria as a whole and Pallinder-Law (1974) for Egbaland.

¹¹Lynn (1997), p. 40

¹²Berry (1975), p. 51

¹³Agiri (1972), p. 164

¹⁴Pallinder-Law (1974)

¹⁵The central government of the independent Egba from 1893 to 1914; the name “Egba United Government” was not adopted until 1898.

¹⁶Mabogunje (1961), p. 258

¹⁷WALC (1916b), p. 452

¹⁸Ward-Price (1939), Lloyd (1962)

A typical record begins by noting the names of the litigants and either their home villages or township affiliations, as well as the number of the case. A complete record has been included in Appendix A. The plaintiff's cause of action and claim for damages are also given in the header, alongside the farm's location (e.g. "at Kori Ogude"); the majority of claims are for either recovery or damages for trespassing and reaping crops on the land. The parties and their supporting witnesses are in some cases sworn in on a cutlass,¹⁹ Bible, or Koran. The testimony is recorded in English longhand, though it is likely the participants spoke mostly in Yoruba.

Often cases were not decided in a single day, but rather adjourned so that parties could call further witness or so that the land could be "inspected." Available records are frequently incomplete, since a case may be resumed in another judgment book which no longer survives, or may be continued from a similarly non-extant book. Inspection of the land in dispute was a common procedure which enters the court records only as the verbal report of the officer who conducted it. These were public meetings at which "villagers," elders and chiefs would be called to give evidence and identify boundaries. The court invariably took the reports of these examinations as declarations of fact. The judgments delivered usually range from a sentence to a short paragraph, stating how the land is to be allocated or divided, and whatever damages are to be paid.

I have collected data on 497 cases involving farmland from 1902 to 1918. Summary statistics for these are presented in Table 1. Only two thirds of the cases are complete, and so the recorded frequencies of events (such the existence of cocoa planted on the plot) will be biased downwards not only by the disputants' selective presentation of facts but also by the incompleteness of the records. In trespass cases, the amount claimed is for the damage done, while in recovery cases the plaintiff's estimate of the entire value of the land in dispute is given. Cocoa had been planted on roughly a quarter of the plots, and kola was planted on little over a tenth. Nearly a quarter of the plots had been pawned at some point in their history, and more than a tenth had been sold. This latter measure must be presented with caution, since the word "sale" is used loosely in the records, as both an accusation of wrongdoing and as another word for pawning of land; the actual type of transaction which occurred is often difficult to identify and occasionally a matter of dispute.

A number of strategies for defending claims are also evident in Table 1; boundaries were either made by the participants, the township chiefs, or the "villagers" in more than an eighth of cases, and a quarter of the disputes were taken to the chiefs prior to coming to court. Jujus such as *aya*, *egan*, or *mariwo* were often placed in a farm to prevent other parties from entering; these provided a visible signal that a piece of land was under dispute, and a fear of supernatural punishment if their injunction was violated. If all else failed, a recalcitrant opponent could simply be driven from the land. These figures cannot be taken as representative of all Egba farms during the period – transactions such as sale or pawning caused claims over land to proliferate, increasing the probability that the parcel would be fought over in court. Similarly, crops such as kola and cocoa raised the value of the land, making a dispute in court worth pursuing. Even still, these figures indicate that by 1918, the cocoa boom was well underway in Egbaland, that pawning of land was

¹⁹Ogun, the Yoruba god of iron (*inter alia*), is presumed to be able to do harm to those who break their oath to speak truthfully.

common, that sale was by no means anomalous, and that Egba farmers implemented a variety of strategies to defend their claims over productive resources.

TABLE 1. Summary Statistics

Variable	Mean	Std. Dev.	Min.	Max.	N
Case is Complete	0.668	0.471	0	1	497
Recovery	0.654	0.476	0	1	497
Trespassing	0.225	0.418	0	1	497
Location Given	0.867	0.34	0	1	497
Location Matched	0.491	0.5	0	1	497
Inspected by Court	0.316	0.465	0	1	497
Water	0.056	0.231	0	1	497
Damages or Value Claimed	14.694	30.93	0.5	300	323
Cocoa	0.262	0.44	0	1	497
Kola	0.123	0.328	0	1	497
Cocoa or Kola	0.298	0.458	0	1	497
Palm Trees	0.368	0.483	0	1	497
Land Pawned	0.249	0.433	0	1	497
Land Sold	0.119	0.324	0	1	497
Boundary Made	0.137	0.344	0	1	497
Destruction of Crops or Boundaries	0.095	0.293	0	1	497
Juju Placed	0.058	0.235	0	1	497
Participant Driven Out	0.095	0.293	0	1	497
Previously Taken to Chiefs	0.256	0.437	0	1	497
Caretaker Placed	0.105	0.306	0	1	497

"Water" indicates a stream, river, marsh or swamp.

"Cocoa," "Kola" and "Palm Trees" indicate that these are stated to exist on the land in dispute.

Events such as "Land Pawned" or "Juju Placed" indicate that these occurred at any point in the land's history.

"Previously Taken to Chiefs" indicates the dispute was previously taken to the township chiefs.

Mindful that the details of these cases cannot be interpreted without placing them in context, recourse has been made to several supplementary sources of information. Missionaries and other travelers who visited Abeokuta after 1842 left behind both published memoirs and unpublished correspondence. The latter has been deposited with the Church Missionary Society (CMS) Archive. Private correspondence of colonial officials and private persons are available in the Rhodes' House Library (RHL) at Oxford. Official colonial correspondence, ranging from the minutes of the WALC to letters between the Alake and the Resident of Abeokuta Province are available in the National Archives of the UK in Kew (NAUK), and the National Archives of Nigeria in Ibadan (NAI) and Abeokuta (NAA). Finally, I arranged interviews with ten elderly Egba men and women while in Nigeria.²⁰ Because the time period of this study predates living memory, these capture oral tradition, and are more useful for uncovering normative rules than as sources of historical fact.

²⁰These interviews were conducted, recorded and translated from Yoruba by Joseph Ayodukun. Transcripts of these interviews are available upon request. Although grammatical incorrectness in these likely reflect the multiple layers of translation rather than any error on the part of the speaker, I have left these as is when quoting them.

4. LAND

The present section discusses the evidence that Egba land use and the property rights governing land were driven largely by the abundance of land relative to labor. It establishes that land was cheap and – at least initially – the market for land was thin. In economic theory, thin markets are often explained by the presence of informational asymmetries.²¹ Once a market is thin, price volatility may push out risk-averse buyers in the presence of transactions costs, perpetuating the lack of market liquidity.²² In the Egba case, however, the limited number of participants in the land market stemmed from a more basic cause. The widespread availability of land put strong limitations on the willingness to pay for any particular plot. Agriculture was “extensive” in that it economized on labor and few plot-specific investments were made. Property rights over land were ambiguously defined. Land was not, however, wholly free. Mabogunje (1958, 1959, 1961) has argued that over the course of the nineteenth century property institutions governing land were altered by the Egba settlement pattern; his argument is reinterpreted here as a response to changes in the land-labor ratio. Further, as Austin (2008) has pointed out, specific pieces of land may, by virtue of their individual characteristics, have particular value. This too was true in the Egba case.

4.1. Egba Land Abundance. The Egba were a land-abundant society. Lugard in 1911 estimated that the whole of the Egba Division had an area of 1869 square miles and a population of 265,000 - a density of 142 per square mile.²³ By 1952, this had risen only to 148.²⁴ The latter figure is comparable to present-day Ireland, Kenya, or Mexico.²⁵ The “price” of land, then, was very low. Individuals could acquire land for farming freely, or in return for token payments. Grants were traditionally either *tito* (Partridge (1911, p. 429) uses the term *egan*) or *fifun*. If the gift was of *tito*, the owner of a piece of “virgin” forest received presents proportional to the size of the land granted. When the recipient cleared the forest, he became its absolute owner.²⁶ *Fifun* grants, conversely, were of already cleared land known as *igboro*. The recipient of such a grant operated under the rules of the *mawoke* (“don’t look up”) system; he was not permitted to plant permanent crops, to reap the fruit of trees on the land, or to alienate it.²⁷ The payments given for such plots were typically small, and the descriptions given by Folarin (1939), Partridge (1911), or Lloyd (1962) overstate the regularity of the conditions attached to them. Statements in the court records frequently omit these entirely; the grant from Durojaiye to Lukosi mentioned in Appendix A is an illustrative example. Even where the grant was for planting cocoa or kola, land could be acquired virtually without cost. Many early planters obtained their land for free, before the owners were

²¹Glaeser and Kallal (1997)

²²Pagano (1989)

²³WALC (1916a), p. 24

²⁴Bascom (1962), p. 700

²⁵Although this does not appear on its face to indicate sparse population, the typical Egba farmer only cultivated a few acres per year. Even allowing for land to be left fallow, the small amounts of land taken by each farmer meant that rivalry for land was usually not intense.

²⁶Folarin (1939), p. 74

²⁷Folarin (1939), p. 74-75

aware of its value. After 1885, many Lagos Egba obtained free grants from the landowning families near Agege and Ilu.²⁸ While Ward-Price (1939, p. 90-93) reported that land for planting cocoa sold at roughly £3 and two bottles of gin per acre during the 1930s, he also noted that much of the land under the control of chiefs had already been given away and that they could no longer obtain any revenues from it. Many migrants chose to plant at Otta because of its relaxed tenurial system. An individual could farm a piece of land while serving a master, and obtain ownership of a plot if he settled permanently.²⁹ One interviewee reported that when his grandfather obtained land at Ilogbo, near Otta, all that had been asked for was prayer wine.³⁰

Because land was cheaply available, markets for it were thin. Burton (1863, p. 96), after visiting Abeokuta in 1860, wrote that there were two ideas “incomprehensible to Europeans, but part and parcel of the African mind. The first, which requires only enunciation, is that a slave-born man is a slave for ever. The second is the non-alienation of land.” In an 1878 schedule of property for the CMS Yoruba Mission,³¹ none of the land held in Egba territory was declared to have any value apart from the buildings situated on it. At Osiele, it was noted that “land property cannot be estimated here as to the value, because the practice of selling land is not customary in this village.” Even while officials of the EUG were testifying to the British that land sales were a long-standing custom, significant elements of Egba public opinion questioned their legitimacy; the inspecting officer in Abeokuta Civil Suit 403/1915 told the court, for example, that “Itoko people have objection to their lands being sold.” The terms on which land was leased to the British also reflected its low market value; in 1914, the colonial government held ten plots of land on lease from the Egba Native Authority (the successor to the EUG) totalling a little over 26,000 acres and on which annual rents were below £600 – less than a shilling an acre.³²

Because labor was much scarcer than land, Egba agriculture was “extensive,” in that the techniques used economized on labor but not on land. Farms were cleared by fire.³³ Land was generally cultivated for five or six years, followed by five to six years of fallow, and then two or three more years of cultivation before a long fallow of up to twenty years.³⁴ Prior to the introduction of cocoa and kola, there were no fixed investments made in improving the land and no fertilizers used. The prevalent crop rotations, in which maize and yams gave way to water-yams during the end of the cultivation cycle, reflected adaptation to the deterioration of a plot’s productivity rather than an effort to manage it.³⁵

When a plot was exhausted, individuals often moved several miles away to farm; Lloyd (1962) and Mabogunje (1959) have both noted that individual plots are more distantly scattered in Egba territory than elsewhere in Yorubaland, often twenty or thirty miles apart. This was a consequence

²⁸NAI, Fowler “A Report on the Lands of the Colony Districts,” p. 30

²⁹Agiri (1972), p. 176

³⁰Chief M. O. Adeyinka, Odofin of Africa General Totoro, 26 July, 2007. No 1 Totoro Street, Owu Abeokuta

³¹CMS, CA2/O14 Buildings and Property

³²NAUK, CO 583/10, January 15, 1914: Alake to Lugard

³³Clarke (1972), p. 15

³⁴NAUK, CO 147/162, enc in 20 Oct, 1902: Acting Governor to Chamberlain

³⁵Dennett (1910), p. 141

of the initial scramble for land, discussed below, in which individuals would pursue both patrilineal and matrilineal claims (as well as engaging in outright squatting) to take land wherever it was available. As a result, it was common for farmers to relinquish their claims entirely when a plot's fertility had become exhausted, and to rely on the memories of those left behind in order to reassert them several years later. In Ake "A" Civil Suit 235/1917, the defendant Oyedele had been a small child when compelled to leave the farm during the Abo war. He returned around 1909, and came with case of gin asking to be shown his father's land. On finding it occupied, he, according to the plaintiff, "began to any farm he met in the way, all which he called his father's when he was corrected by an old pawn of his father." A common strategy – used in approximately a tenth of the sample cases – was to grant usufruct rights (such as reaping of palm nuts) to a "caretaker" until the owner returned. With time, however, the plot could fall into the hands of the caretaker or his children. In Abeokuta Civil Suit 578/1915, the plaintiff Lawani had left land with the defendant's father, who had planted kola trees prior to 1895. Though he had stated he was "prepared to give pltf [plaintiff] out of it," his daughter (the defendant) refused to honor the promise.

With land freely available and extensive cultivation techniques, property rights over land were poorly defined and rarely permanent. This was striking to European observers. Clarke (1972, p. 259) wrote that land was "held by possession and only so long as cultivated unless it is vacated with a reserved right." Campbell (1861, p. 35) recorded his impressions in greater detail:

The tenure of property is as it is among civilized people, except as to land, which is deemed common property; every individual enjoys the right of taking unoccupied land, *as much as he can use*, wherever and whenever he pleases. It is deemed his property as long as he keeps it in use; after that, it is again common property.

As is evident from Table 1, farms did often have boundaries. These were not always apparent to Europeans. Clarke (1972, p. 260) described Yoruba farms as having the "unbroken appearance of a single field," as no fences were used and only a "small path" might exist to show where one farm ended and another began. In actual fact, natural features such as streams and roads were often taken as boundaries, and *porogun* trees were planted as markers. These were not generally placed, however, until a dispute had already arisen; unless the necessity of demarcation had been shown, investment in boundaries was not worthwhile. Not only were boundaries ambiguous, but the law itself was not fully defined. Egba land tenure was not recapitulated as a coherent set of rules until it became important to do so in negotiations with British officials about colonial land policy. Johnson (1966, p. 95-96), in his nationalist history, wrote that the "land laws of the Yoruba country are simple and effective, there being no need of any complicated or elaborate laws," while admitting that these were "to be observed rather in the spirit than in the letter."

The process by which land disputes were resolved was itself informal and often indeterminate. Generally, the *bale* (village head) was responsible for disputes arising within his compound.³⁶ His authority, however, depended on his personality and was exercised in consultation with other household members.³⁷ Indeed, any person as old as the eldest of the parties to a dispute was

³⁶Campbell (1861), p. 43

³⁷Blair (1980), p. 16

qualified to help settle it.³⁸ Interviewees suggested that the importance of the *bale* (village head) derived from his knowledge of the land in question and his personal authority. For example,

For household head it is usually the oldest which is believe to know the history of the settlement and what belong to who in the settlement than anybody therefore his statement about land is held as final.³⁹

If the parties were not satisfied with the *bale's* (village head's) intervention, they could go to the township chiefs, relegating the *bale's* (village head's) role to that of arbitrator.⁴⁰ The specific chiefs are not usually given in the sample of cases, though where this does occur the Apena is often named. In nearly a quarter of the sample cases, a previous attempt at settlement had been made before the local chiefs prior to the case reaching court. Disputes over rights in land, then, were not settled decisively, but rather were subject to ongoing renegotiation.

4.2. Egba Responses to the Changing Factor Ratio. The greater prevalence of land sales in Egba territory relative to the other Yoruba areas is one of the most striking features of the evidence presented at the WALC. Mabogunje (1958, 1959, 1961) ascribes this to the conditions under which Abeokuta was settled in 1830 and the area around it reoccupied over the next century. He argues that during the initial scramble for land, townships were asked to waive their rights so that newcomers could settle, disrupting *ogboni* (civil chiefs') claims over land in favor of family control.⁴¹ Households located their dwellings in the middle of their farms, rather than in Abeokuta, in order to lay claim to them.⁴² During the initial period of settlement, the only land safe for farming was located in a small region bounded on the northeast by Osiele, on the Southeast by Oba (twelve miles southeast, established 1837), and on the North by Aiyetoro (ten miles north, established in 1879).⁴³ These are shown in Figure 1.

"Behind the movements of the Egba armies," he argues "followed their farmers".⁴⁴ The Egba expanded west after 1864, and by 1878 they had stretched out towards Otta and occupied the territory between Owode and Mokoloki.⁴⁵ Much land in the South was still uncultivated in 1877, and expansion to the Northeast was impossible before 1893.⁴⁶ After this date, many of the *oriles* (the ruined sites of the original townships) were reoccupied. The first re-settlers were hunters and the land-poor, who reported to the township chiefs of the land they reoccupied, and were made responsible for dividing land among later settlers.⁴⁷ Expansion into areas that were not originally Egba proceeded differently. In the north-western Egbado territories, the Egba expropriated land during the nineteenth century, but further west were given land as strangers, "more or less as

³⁸Fadipe (1970), p. 107

³⁹Interview: J. A. Adediran, 9 Aug, 2007.

⁴⁰Blair (1980), p. 32

⁴¹Mabogunje (1961), p. 260

⁴²Mabogunje (1958), p. 24

⁴³Mabogunje (1961), p. 260

⁴⁴Mabogunje (1959), p. 72

⁴⁵Agiri (1972), p. 469

⁴⁶Mabogunje (1959), p. 74

⁴⁷Mabogunje (1958), p. 48-49

establishing 60,000-150,000 as the most plausible range.⁵¹ The area of initial settlement described by Mabogunje (1961) is effectively an oval roughly ten miles by twenty, approximately 160 square miles in area. Using mid-century population estimates, this gives a range of reasonable density estimates ranging from 375 to 938 per square mile. Even accounting for the upward bias which results from using the population after twenty years of growth and in-migration, it can be safely asserted that the ratio of men to land in the 1830s was no less than double what it would fall to by 1911.

Evidence from the sample cases can be used to give empirical depth to Mabogunje's argument. If land use and tenure were altered by the settlement pattern, and there was moderate hysteresis afterwards, we should expect institutional outcomes to vary systematically by location. 244 cases from the sample have been matched with present-day villages in Ogun State for which latitude and longitude data are available.⁵² Table 2 presents regression analyses which investigate whether seven outcomes of interest vary according to how the land was settled, by including indicators for the region of initial settlement (defined here as all land within ten miles of Abeokuta), for settlement to the Northwest (into Egbado territory) and to the South (into areas conquered before 1893, which became centers of cocoa production). Controls are also included for recovery claims, completeness of the case record, and a quadratic time trend. No clear impacts of the settlement of Egbaland are immediately apparent from the table; in fact, land is insignificantly less valuable and less likely to be sold in the region of initial settlement. Taking into account the near-significance of the coefficient on "South" in column (3) and its marginal significance in Column (5), it appears that what patterns exist are due to the spread of cocoa and kola in the south, which raised the value of land, facilitated alienability, and occasionally necessitated destruction of a rival claimant's trees. This suggests, then, that while the processes described by Mabogunje altered the nature of landownership in Egba society, the changes brought about by the spread of cocoa and kola were much more dramatic.

Austin (2008) makes a further point about the variability of factor endowments. While land may be abundant in general, specific plots are valuable for their particular characteristics. Any plot of land gains value by virtue of its location; Bowen (1857, p. 282) noted that Egba farms were often ten to twenty miles distant from the towns, implying considerable effort was expended simply in commuting. Many of the cases in the sample thus unsurprisingly involve encroachment by one party into a neighboring farm. This did not necessarily result from poorly-defined boundaries; in Abeokuta Civil Suit 906/1915, the defendant planted cocoa underneath that of the plaintiff while

⁵¹Barber (1857, p. 19), 80,000 c. 1845; Freeman (1844, p. 226), 50,000 in 1842; Bowen (1857, p. 226), 60,000 in 1850; Beecroft estimated the population at 300,000 in 1850 and Hockin estimated the population at 70,000 in 1866, according to Townsend (1887, p. 106); Townsend (1887, p. 153), 50,000 in 1850; Campbell (1861, p. 33), more than 100,000 in 1860; Burton (1863, p. 170), 150,000 in 1861 when the soldiers return.

⁵²There are three difficulties faced in matching the locations stated in the court records with present-day villages. First, villages names are often repeated – there are eight villages named Kajola within 50 miles of Abeokuta. Second, many villages have alternate spellings for their names; Osiele is sometimes rendered Oshielle, and Papalanto is sometimes given as Papa Alanto. Third, the handwriting in the cases is not always clear, and so I have doubtlessly made errors in data collection. The procedure used for choosing locations is as follows; my best reading of the location given in the case record is matched against a list of villages within 50 miles of Abeokuta by SOUNDEX code, with ties broken by Levenshtein distance and further ties broken by distance from Abeokuta. Only matches with an edit distance of zero or one are retained. 165 exact matches were found, and 79 matches required the change of a single letter.

TABLE 2. Location Regressions

	Value	Pawned	Sold	Boundaries	Destruction	Chiefs	Caretaker
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Initial Settlement	-8.657 (9.664)	.149 (.247)	-.206 (.300)	.024 (.288)	-.098 (.336)	.109 (.247)	.351 (.308)
Northwest	3.344 (12.792)	-.362 (.351)	.755 (.406)*	-.423 (.444)	-.011 (.588)	.103 (.336)	.063 (.430)
South	16.571 (9.141)*	-.149 (.224)	.442 (.312)	-.023 (.257)	.739 (.384)*	-.197 (.228)	-.091 (.308)
Recovery	8.501 (6.911)	-.267 (.203)	-.068 (.234)	-.099 (.231)	-.761 (.252)***	.120 (.208)	.017 (.272)
Case is Complete	-9.030 (6.887)	.189 (.195)	-.235 (.215)	-.042 (.220)	-.096 (.245)	-.012 (.194)	.132 (.257)
Year (1902=1)	-10.527 (7.032)	.179 (.136)	-.025 (.154)	-.197 (.138)	.290 (.191)	-.318 (.125)**	.409 (.274)
Year Squared	.547 (.298)*	-.007 (.006)	.003 (.007)	.010 (.006)	-.012 (.009)	.016 (.006)***	-.016 (.011)
Const.	35.916 (44.086)	-1.497 (.710)**	-1.494 (.784)*	-.307 (.687)	-2.690 (1.032)***	.418 (.621)	-3.921 (1.592)**
Obs.	165	244	244	244	244	244	244
R ²	.07						

*Significant at 10%, **Significant at 5%, ***Significant at 1%

Notes: Column (1) is OLS, while remaining columns are probit. Standard errors are in parentheses. "Initial Settlement" indicates the land in dispute is within ten miles of Abeokuta. "South" and "Northwest" are indicators that the land is south and northwest of Abeokuta, respectively. The omitted category is "Northeast." "Recovery" indicates the claim made is for recovery of farmland. "Value" is the value of damages claimed or, in recovery cases, the stated value of the land. "Pawned" and "Sold" are indicators that the land was pawned or sold at some point in its history. "Boundaries" indicate that boundaries were made. "Destruction" indicates destruction of crops or boundaries. "Chiefs" indicates the dispute was taken to the chiefs prior to the case reaching court. "Caretaker" indicates a caretaker was put in the land.

the latter was ill. Similarly, some sites were desirable not for their productive value but for the protection that could be offered by the *olorogun* (war chiefs) against kidnapping raids. In Ake "A" Civil Suit 725/17, the plaintiff Odekunle, son of the late Balogun of Ijemo, stated that during a "conflagration," the Igbein people had run away from the Oju Ogun of Igbein and came to his father at Esi Elebo, who granted them land for building.

Certain plots, however, did have particular economic value and their users sought greater security for their claims over these. Table 3 demonstrates this empirically by investigating the impact of the crops affixed to the land – cocoa, kola, and palm trees.⁵³ Plots endowed with palm trees were more likely to be pawned, and more likely to have been defended through the use of a caretaker. Plots with any type of tree crop were more likely to have previously been subject to a dispute taken to the chiefs. This measure cannot, however, disentangle whether this results from a greater prevalence of disputes on these plots, or from disputants pursuing more avenues through which to exercise their claims. Plots on which cocoa or kola stood were, on average, more than £9 more

⁵³These regressions are redone for the sub-sample of complete cases in Table 4 in Appendix B.

TABLE 3. Crop Regressions

	Value	Pawned	Sold	Boundaries	Destruction	Chiefs	Caretaker
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Cocoa or Kola	9.082 (3.561)**	.030 (.143)	.309 (.168)*	.072 (.164)	.455 (.185)**	.392 (.142)***	-.066 (.173)
Palm Trees	-6.025 (3.594)*	.319 (.137)**	.035 (.164)	.041 (.156)	-.044 (.178)	.401 (.136)***	.504 (.174)***
Water	-9.186 (6.355)	-.454 (.307)	.093 (.303)	.331 (.281)	.443 (.304)	-.301 (.288)	-.338 (.376)
Recovery	4.822 (3.717)	-.059 (.140)	.012 (.167)	-.134 (.161)	-.795 (.180)***	.144 (.141)	.141 (.180)
Case is Complete	-5.353 (3.557)	.196 (.136)	-.229 (.159)	-.029 (.156)	.024 (.182)	.134 (.138)	-.082 (.168)
Year (1902=1)	-6.946 (3.502)**	.102 (.081)	-.216 (.099)**	-.230 (.090)**	-.024 (.104)	-.233 (.080)***	.179 (.132)
Year Squared	.331 (.153)**	-.004 (.004)	.011 (.005)**	.011 (.004)***	.0005 (.005)	.011 (.004)***	-.005 (.006)
Const.	41.542 (18.342)**	-1.368 (.367)***	-.396 (.416)	-.265 (.383)	-.884 (.444)**	-.142 (.347)	-2.843 (.678)***
Obs.	323	497	497	497	497	497	497
R^2	.059						

*Significant at 10%, **Significant at 5%, ***Significant at 1%

Notes: Column (1) is OLS, while remaining columns are probit. Standard errors are in parentheses. "Water" indicates a river, stream, swamp or marsh. "Recovery" indicates the claim made is for recovery of farmland. "Value" is the value of damages claimed or, in recovery cases, the stated value of the land. "Pawned" and "Sold" are indicators that the land was pawned or sold at some point in its history. "Boundaries" indicate that boundaries were made. "Destruction" indicates destruction of crops or boundaries. "Chiefs" indicates the dispute was taken to the chiefs prior to the case reaching court. "Caretaker" indicates a caretaker was put in the land.

valuable than other plots. Since cocoa and kola were more suited to marshy, well watered forest soils, and noting that the estimated direct impact of "water" on value is negative, it is likely that the endogeneity bias in this regression leads the impact of cocoa and kola to be understated, rather than the reverse. Water is itself a good predictor of planted tree crops (regressing an indicator for cocoa or kola on the indicator for water and a constant yields a coefficient of 0.214 with a standard error of 0.085). Once marshy land acquired value, stale claims were reasserted. In Abeokuta Civil Suit 91/1909, the plaintiff had planted kola on the defendant's land in 1872 without dispute, but the defendant attempted decades later to reclaim it from her. The inspector reported that "it is now that people are using marshy soil for cocoa plantations that ddfd [defendant] came to claim." Though the plaintiff was evicted, the defendant was ordered to pay compensation for the kola.

5. LABOR

In contrast to land, labor was scarce in Egba territory. The result was that it was uncommon (though not unheard of) for men to exchange their labor for cash; for the freeborn, it was regarded

as “opprobrious”.⁵⁴ This was not due to an unwillingness to work, failure to perceive profit opportunities, nor to the absence of a cash economy. Campbell (1861, p. 48) described the Egba as “industrious,” while Barber (1857, p. x) praised them as “diligent and successful farmers, often passing weeks and months together at their farms.” Egba farmers keenly sought chances to earn a return on their labor. The plaintiff in Abeokuta Civil Suit 830/1915 told the court that he had left his farm to work as a canoe-puller in Lagos. Similarly, the defendant in Ake “A” Civil Suit 540/1917 told the court that he was “always away fishing but this year seeing there was a scarcity of fishes I went into this farm and reaped nuts therein.” Clarke (1972, p. 265) wrote that “in trading the natives are keen and shrewd and understand how to make large profits even at the expense of truth.” Several visitors remarked on how almost all transactions were carried out in cowries, rather than by barter.⁵⁵ They also found it remarkable that the majority of produce was sold rather than consumed by the farmer.⁵⁶

The explanation for the lack of a complete labor market is that, as land was virtually free, individuals could earn more working for themselves most of the year than as hired laborers. Even during the slack season, farmers could gather palm fruits or forest produce on their own accounts.⁵⁷ Here, the situation was analogous to that of the northern United States during the nineteenth century, where the “abundance of public land and the speculative urge that it first incited” made it difficult for landowners to attract the labor force necessary to achieve an operational scale greater than that of the family farm.⁵⁸ Further, the considerable distances between Egba farms raised the costs of supervising hired labor where it existed, and so informal caretaking arrangements were resorted to on remote plots. Where worthwhile opportunities for wage-labor existed, the Egba pursued them, but these were usually provided by foreign visitors with deep pockets and limited claims over the labor of others. The workers employed in printing *Iwe Irohin* (the missionary newsletter) were paid four to five dollars per month.⁵⁹ Even the missionaries had trouble acquiring labor. In 1854, Townsend wrote that, “to keep down the salaries of the native agents of the society is very difficult more especially so as some of them have had a taste of European life in a style far above their means.”⁶⁰ The remainder of this section deals in turn with three of the mechanisms used by the Egba to cope with this labor scarcity – slavery, cooperative work groups, and claims over the labor power of kin. Pawnship will be dealt with in Section 7.

The use of slaves was widespread among the Egba. Where a spot market for labor was absent, unfree labor filled two economic functions. First, it permitted slave-owners to effectively purchase futures contracts on the later labor services of their slaves, reducing their uncertainty about future access to manpower. Second, as durable productive assets, slaves were capital investments. Bowen (1857, p. 320) estimated in mid-century that four fifths of the population were “free.” James Davies told the 1898 Commission on Trade that, fifteen years previously, men in Abeokuta had up

⁵⁴Agiri (1974), p. 467

⁵⁵Burton (1863), p. 318

⁵⁶Barber (1857), p. 107

⁵⁷Clarke (1972), p. 261

⁵⁸Peffer (1958), p. 342

⁵⁹Burton (1863), p. 76

⁶⁰CMS CA2/O85 #23: Aug 5, 1854: Townsend to Straith

to 400 slaves and treated them better than their own children.⁶¹ He estimated that a third of the original inhabitants were slaves. Slaves were generally strangers,⁶² and became slaves as a result of famine, capture, debt, or as punishment for crime.⁶³ That there were many gradations of slave status was apparent to European visitors.⁶⁴ Slaves were used as soldiers, and even commanded armies.⁶⁵ They were used for sacrificial purposes.⁶⁶

Most slaves, however, were employed as laborers. In 1872, the Alake wrote to the Governor of Lagos that slaves were, in effect, productive capital, used “in the same way as children of the body begotten, they help us in working our farms to obtain the produce needed in the European market, this is the only investment we have here.”⁶⁷ Bowen (1857, p. 320) put the price of a slave at thirty to sixty dollars, depending on age and quality. In an 1852 letter, Townsend described the plight of a slave communicant, whose redemption price of sixty dollars was “very far beyond a poor man’s means.”⁶⁸ Europeans believed that, without the institution of slavery, there would be an acute shortage of labor. Even the missionaries were not immune; Townsend wrote in 1856 that “we are ourselves not in a position to refuse slave labor. A case in point, a servant hired by Mr Clegg is a slave and a part of the hire goes to his master.”⁶⁹

When British intervention in the Yoruba interior became more direct after 1893, expatriate merchants feared that widespread slave desertions had hurt trade. Rufus Alexander Wright told the Commission on Trade that in Abeokuta and Ijebu “the slaves have felt safe in running away. I don’t think there will ever be a return to the old system.”⁷⁰ One observer wrote in 1893 that “the money value of slaves [was] decreasing, and they [were] showing increased freedom in word and act.”⁷¹ The issue of labor scarcity was not ephemeral; in 1904 MacGregor noted the “dearth of labor” which had resulted from the exodus of slaves.⁷²

Because of these fears of labor scarcity, both the British from Lagos and the EUG adopted a policy of tacitly endorsing slavery while refusing to give it overt encouragement. The principles of British policy regarding slaves were set out by McCallum in an 1897 dispatch: slaves escaping to Lagos were to be considered free, those claiming cruel treatment could be freed following an inquiry, masters would be required to accept redemption payments offered, and generally disputes were to be settled according to ‘native custom.’ He was, however, prepared to write to the ‘native states’ that “as regards domestic slaves the status quo must be maintained and runaways must in all cases be given up by the governing powers unless funds are forthcoming to pay for

⁶¹NAUK, CO 147/133, enc in 4 June, 1898: Denton to Chamberlain

⁶²Interview: Chief F. Anidugbe, 27 July, 2007

⁶³Burton (1863), p. 301

⁶⁴Burton (1863), p. 299

⁶⁵Losi (1924), p. 71

⁶⁶Barber (1857), p. 129

⁶⁷NAUK, CO 147/23 enc in June 15, 1872: Pope Hennessey to Kimberly

⁶⁸CMS CA2/O85 #13: July 29, 1852: Townsend to Venn

⁶⁹CMS CA2/O85 #32: Dec 1, 1856: Townsend to Venn

⁷⁰NAUK, CO 147/133, enc in 4 June, 1898: Denton to Chamberlain

⁷¹NAI, CMS/Y/2/2/2, Papers on Abeokuta District, Jan 1893 letter from Oluminde (name not clearly legible)

⁷²NAUK, CO 147/169 30 Jan, 1904: MacGregor to Lyttelton

the necessary compensation."⁷³ On Aug 2, 1901, the Railway Commissioner reported that "the Egba Council passed a Resolution forbidding slavery in Egba territories viz Government Gazette of the 10th August," but later clarified that the order prohibited slave-dealing, not slave-holding, providing that no person should be "dealt or traded in, purchased, sold, bartered, transferred or become a slave."⁷⁴ Several examples of requests for manumission are in evidence in the Mixed Court Civil Record Book (1907-09), in which payments of £5/10 or £10/10 are made. Certificates of freedom were issued by the court as late as 1922.⁷⁵

Austin (2008) has argued that the relative scarcity of labor in Africa is tempered generally by the seasonality of labor demand along the agricultural cycle. Bowen (1857, p. 285) noted that during the dry season the lack of farm work made it easier to hire laborers. A variety of industries existed to raise the productivity of labor in the off-season, including what Burton (1863, p. 160) called the "five great crafts" – blacksmith, carpenter, weaver, dyer and potter. For the typical Egba farmer, however, seasonality meant that his peak period demand for labor occurred at precisely the same moment that labor was least available. In addition to slaves and pawns, cooperative work groups could be used to resolve these bottlenecks. Two – the *owe* and *aro* – were most prevalent.

The *owe* was an informal arrangement, whereby a man's sons-in-law, other relatives or neighbors could be commissioned to aid in clearing a land or forest, or in building a house.⁷⁶ The *aro*, by contrast, was a contract between members of the same age-grade to take turns in assisting each other in clearing, sowing, and harvesting.⁷⁷ In both cases, the beneficiary "feasted his benefactors very lavishly" and became obligated to offer his own labor in return.⁷⁸ That these tasks were carried out in groups and sustained through repeated interaction suggests that they were needed to overcome the supervision costs which would have been required in a wage-labor arrangement. These reciprocal obligations further contracted the supply of hireable labor. Despite these difficulties, a market for free labor was not altogether absent. In Ake "A" Civil Suit 691/1917, the plaintiff sued for unpaid wages alleging that he had been hired by the defendant and his father to clear land at the rate of 7/6 per *egba ile* (roughly an acre); the court found this fee to be "a bit heavy," implying that generally understood norms existed on the money value of farm labor.

Though Falola (2003, p. 116) argues that it was not "economical to make use of the labor of the lineage for the simple reason that lineages did not tolerate exploitation," it is also clear that Egba farmers coped with the shortage of labor by asserting claims on the labor of other members of their households and by attracting dependants and taking wives.⁷⁹ Fadipe (1970, p. 147) writes that each man "had the help of the dependent male members of his family in tilling the field, planting crops, as well as reaping." A farmer's son was put to work carrying, scaring birds and weeding at the age of six, began hoeing at ten, and by fourteen "may be said to have become a

⁷³NAUK, CO 147/119, 20 June, 1897: McCallum to Chamberlain

⁷⁴NAI, Abe Prof 8/3, Report Book on Egba Affairs

⁷⁵NAI, CSO 26 11799, Question of Slavery in British West Africa, 30 Sept 1924: District Officer, Egba to Resident, Abeokuta. In this dispatch, the District Officer provides a list of fourteen cases from the years 1918-1922.

⁷⁶Fadipe (1970), p. 150

⁷⁷Agiri (1974), p. 467

⁷⁸Agiri (1974), p. 467

⁷⁹Marriage is discussed further in Section 7, below.

journeyman”.⁸⁰ Women did not traditionally take part in clearing, planting, or sowing, but did prepare food on the farm for men and assisted in the harvest.⁸¹ They also carried produce back from the fields.⁸² Processing crops was women’s work. Campbell (1861, p. 51-52) described the process of turning palm fruits into oil and kernels. Groups of six women or fewer would work to separate fruit from its “integuments,” and a second group of women would boil these in large earthen pots. Yet another group would crush the fibre in mortars and then place the resulting mass in clay vats filled with water. Two or three women would then tread out the oil, which rose to the surface to be skimmed and boiled. This was, he argued “straightforward, albeit time consuming.” In return for their labor, women would retain the proceeds of the sale of palm kernels, while the revenue they earned selling oil was the property of their husbands.⁸³ Partridge (1911, p. 427) estimated that, in the past a “man in good position” would have as many as 200 wives, though when he wrote 30 was the most that a “wealthy young man who is a merchant or farmer” might have.

Dependants were desirable for both their labor services and the security they provided. The EUG Secretary testified to the WALC that “you would almost beg people to come live with you”.⁸⁴ Immigrants, he argued, were needed to protect settlements from outside raids.⁸⁵ This motivation did not end with the Yoruba wars. In Abeokuta Civil Suit 905/1915, the defendant Abogurin had been brought to the plaintiff Akide around 1904 by a mutual acquaintance, and asked for land. Akide told the court that “I agreed as I want good people about me,” and made similar grants to nine other individuals. A “stranger” of this sort lived under the protection of the family head and was considered as a member of the family; “it [was] his duty to rejoice with them in their happiness and sympathize with them in their sorrow”.⁸⁶ He was expected to offer “voluntary” service in the form of two or three days of labour annually.⁸⁷ He was also to give presents at annual festivals and make contributions towards family funeral expenses.⁸⁸ The *olorogun* (war chiefs) had an advantage in attracting dependents of this sort, which explains why Townsend noted that it was the chiefs who were “turning to agriculture” and experimenting with crops such as cotton; one, he noted, “farms a large piece of ground and is reputed to be sufficiently well off.”⁸⁹ Burton (1863, p. 144) described Okukenu as “rich in land and slaves.” In Ake “A” Civil Suit 163/17, the defendant Alaji of Ikeredu claimed that his father was a slave who redeemed himself but chose to remain with his master until his master attempted to sell him to pay off his debts; he approached the Balogun of Ikeredu for assistance, and the Balogun consulted with the Ikeredu chiefs, granting him a site on which to build a house.

⁸⁰Fadipe (1970), p. 155

⁸¹Hopkins (1969), p. 82

⁸²McIntosh (2009), p. 196

⁸³Fadipe (1970), p. 151

⁸⁴WALC (1916b), p. 452

⁸⁵WALC (1916a), p. 187

⁸⁶Folarin (1939), p. 69

⁸⁷Hopkins (1969), p. 85

⁸⁸WALC (1916a), p. 187

⁸⁹CMS, CA2/O85 #11

A variety of institutions existed, then, enabling the Egba to cope with chronic labor scarcity, and the result – as on a European manor – was that the supply and demand for labor were resolved through competition for rights over persons. Access to these rights depended on a farmer's wealth, political position, and his status within his family. While those with only their labor power to offer were compelled to rely on reciprocal work arrangements, individuals with economic and social capital could access the labor power of slaves, pawns, wives, sons, kin, and dependents.

6. CAPITAL

Austin (2008) rightly points out that capital as a factor of production has been neglected by writers who explain African institutions as the result of relative endowments of land and labor. The remainder of this section argues that, like labor, capital was scarce in the Egba economy before 1914, and that this shaped economic institutions, particularly those relating to credit. There were two reasons for this scarcity. First, as embodied labor, the availability of capital tracked that of labor. Second, technological constraints limited the profitable uses to which it could be put.

Agriculture was not capital-intensive, the typical implements being the hoe and cutlass. The absence of the plough south of the Sahara (outside of Ethiopia) prior to European colonialism is an important theme in African history. Goody (1971, p. 26) has noted that the failure to adopt the wheel and the prevalence of livestock diseases inhibited its diffusion, while indigenous iron-making technology was not a constraint. Similarly, Richards (1985, p. 60-61) has noted that West African techniques of land preparation, by leaving trees *in situ*, intercropping, and "barely scratching the soil," aid in preserving the physical properties of silty soils and sandy loams which are at high risk of erosion in regions of heavy tropical rainfall. Ehret (2002, p. 136) adds that, in rainforest and the wetter woodland savannah areas,

an even more potent factor militates against plowing. There lateritic soils widely occur. These soils ... turn to a hard stone-like surface if beaten by direct tropical rainfall. Only generations of regrowth of rainforest can break up this tough surface and turn it back into soil. A full clearing of the ground in the forest even without digging it up, let alone plowing it, can endanger the future fertility of the land.

The physical environment of Egba agriculture, then, was inimical to the investment of labor in productive capital. It was not possible to substitute capital for men as with the reaper in the United States and thereby raise operational scale.

The scarcity of capital made borrowing difficult, and this section describes the credit institutions which did exist and the methods used by creditors to secure debts in the absence of collateral assets. Because land was abundant, it made poor collateral; not only were property rights over it poorly defined, but it also had little market value for a creditor who did not wish to take over the farm himself in the event of default. Although slaves could, in theory, serve as collateral, I have found no examples of this, nor of slaves being pawned. Next, this section outlines the forms of capital used in craftwork, and discusses the impact of the introduction of kola and cocoa – planted tree crops which acted as fixed capital – on borrowing.

First, however, it should be noted that "capital" can also refer to liquid cash. Imported cowrie shells were used for most transactions. They were not particularly useful for large purchases;

Bowen (1857, p. 341) noted that 2000 cowries, worth a dollar, weighed five to seven pounds. Freeman (1844, p. 232), similarly, commented that ten dollars in cowries would be a fair load for one man. Their value fluctuated according to familiar patterns of supply and demand. Clarke (1972, p. 268) wrote during the 1850s that, four to five years earlier, it had been hard to get a good rate for silver at Ijaye, but that it had since come into demand there and at Abeokuta because of its portability. During periods of war, however, cowries could become unavailable. In early 1861, during the Ijaye War, *Iwe Irohin* noted that “the rapid rise in the price of provisions causes great trouble and anxiety, the entire failure of the last crop of corn, together with the great drain that Ijaye proves upon the resources of Abbeokuta, causes this.” Dollars had fallen in value due to the scarceness of cowries.⁹⁰ In extreme circumstances, this could lead people to pawn themselves; while food was available, they did not have the money to buy it.⁹¹ Pawnship first appears in Egba oral histories in the settlement of Abeokuta, during which Egba pawned themselves to Itoko and Ibara farmers to escape famine.⁹²

A variety of institutions for borrowing existed other than human pawning, though generally these were so unpleasant that the missionary Samuel Crowther in comparison called pawning “a custom of relief”.⁹³ Items might be loaned freely or for a consideration.⁹⁴ Barber (1857, p. 109) believed that farmers’ rotating credit societies prevented idleness, facilitated saving, and served as a form of insurance, but did not suggest that they assisted the Egba to raise capital. Cash might be borrowed as *ele*, in which interest was charged recurrently until the loan was repaid, as *eda*, in which interest accrued monthly, or as *sisi*, on which no interest was charged.⁹⁵ What interest rates were actually charged on these is difficult to know, but anecdotal evidence suggests they were very high. Folarin (1939, p. 58) describes an hypothetical *ele* loan of 20,000 cowries, on which 200 cowries would be charged as interest every market day, totalling 40,000 over the course of a year. A colonial official during the 1920s noted that the rich at Owode had invested in receiving farms on pawn, and received 30-60% interest, with 100% paid in the case of palms.⁹⁶ In 1924, a colonial official elsewhere in Yoruba territory wrote that,

“personal service is given as interest, because cash is very scarce and the interest on a cash loan is calculated at 30 to 60%. When it is realized that the average gross income of a Yoruba farmer is of the value of £12 a year and that a farmer personally cultivates only an average of 2.5 acres per annum, it must be understood that he cannot afford to pay cash interest on a loan of £7/10/0 at current rates.”⁹⁷

In addition to the high interest rates charged, the methods of collecting debt made these loans particularly unattractive. Folarin (1939, p. 60-61) lists four – *ogo*, *edan*, *emu*, and sale into slavery.⁹⁸

⁹⁰NAI, *Iwe Irohin*, Jan 7, 1861

⁹¹Oroge (2003), p. 329

⁹²Ajisafe (1964), p. 64

⁹³Oroge (2003), p. 337

⁹⁴Hopkins (1969), p. 90

⁹⁵Folarin (1939), p. 57

⁹⁶NAI, CSO 26 24873 Assessment Report Owode District

⁹⁷NAI, CSO 26 06827 Vol II “Pawning of Children,” 17 Oct, 1924: Resident Oyo to Secretary, Southern Provinces

⁹⁸These are also discussed in Hopkins (1969, p. 92-92)

If *ogo* was used, a messenger, possibly a leper, was sent to the debtor's house. He could eat his food, wear his clothes, and "do all in his power to worry or irritate him." If the *edan*, a ceremonial staff was sent by the township authorities to the house of the borrower and payment was not immediately forthcoming, the goods or persons in the house could be sold. Occupants would flee at the rumor that the *edan* was coming. *Emu* enabled a creditor of long standing to recover his debts by seizing persons or property of the debtor, who was fined for causing the township authorities to become involved. The debtor himself could be sold into slavery on application by the creditor to the *ogboni* (civil chiefs).

Egba contact with European merchants did little to ameliorate these conditions. Europeans were reticent to lend, because of the risks involved. As early as 1863, Europeans in Lagos complained that Africans could escape to Abeokuta, becoming "refugees for debt."⁹⁹ In 1912, John Deemin wrote to Ayles, another merchant, that he had advanced £3475 at Abeokuta, and after accusing his correspondent of giving loans to risky borrowers, stated that it was "easy enough to give out credit, but a very difficult matter to get it paid."¹⁰⁰

Together with Egba commercial interests, the European firms in Abeokuta and Lagos led an unsuccessful campaign to make land attachable for trading debts. Here, however, the obstacle was the combined policy of the colonial government and the EUG that foreigners were not to acquire any permanent interests in land.¹⁰¹ In 1903, a circular published in the EUG Notice stipulated that lands and houses in Abeokuta could not be sold or mortgaged to anyone not a native of Egba-land.¹⁰² There is some indication that this prohibition was in force earlier. In a 1902 suit¹⁰³ G.B. Ollivant & Co. Attempted to attach Isaac Coker's houses and lands at Itesi for a debt; the court disallowed this, permitting them to send tappers to work Coker's rubber, but noting that "lands and houses are forbidden to be sold in all the Egba United Government territories." The outcome of this inability to provide collateral on loans was perverse; by the early 1920s, demolition of houses for sale as scrap had become widespread. Folarin (1931, p. 81) wrote in 1930 that "several houses in the town have been demolished and the town bore every appearance of warlike devastation and desolation." In 1922, a petition signed by *ogboni* (civil chiefs), *olorogun* (war chiefs), *parakoyi* (trade chiefs), Christians, and Muslims was sent to the Alake and Council asking for the ability to attach land for debt.¹⁰⁴ The document carried 800 signatures.¹⁰⁵ The council was aware that the destruction of houses was "not good" and that restrictions on attachment had the effect of raising interest rates, but still chose to take no action.¹⁰⁶

The Egba engaged in blacksmithing, carpentry, weaving, dyeing and pottery all required tools to ply their trades, but their implements did not represent large investments which could act as reservoirs of capital. Burton (1863, p. 161-165) describes each in turn. The blacksmith's bellows

⁹⁹NAUK, CO 147/4, 6 Nov, 1863: Glover to Newcastle

¹⁰⁰RHL, Mss Afr s 1657 John Deemin Papers, Deemin to Ayles, 17 Jan 1908

¹⁰¹For an analysis of the reasons for this policy, which appeared in various forms throughout West Africa, see Phillips (1989).

¹⁰²NAUK, CO 147/166, enc in 9 June, 1903: MacGregor to Chamberlain

¹⁰³NAA, ECR 2/1/3 Civil and Criminal Record Book No. III 1902-03, Suit 337: G.B. Ollivant & Co. v. Isaac O. Coker

¹⁰⁴Folarin (1931), p. 115-118

¹⁰⁵NAA, ECR 1/1/19 Egba Council Records Vol 1

¹⁰⁶NAA, ECR 1/1/19 Egba Council Records Vol 1

were made of goatskin, and his forge was made of dried clay. The anvil was formed by a stone and a lump of iron. Perhaps the costliest of his implements were his drilling spindles and imported European files. The carpenter, similarly, had adze and splitting wedges, but worked without hooks or saws. Cotton was cleaned for sale to weavers using an iron cylinder and a block of wood. The weavers themselves used perpendicular looms which made six-inch strips of cloth. Women dyers required only a pot,¹⁰⁷ while potters worked with their bare hands. Industry, then, was also capital-scarce. EUG policy did not help; the same order prohibiting the sale and mortgage of land to non-Egba prohibited the attachment of tradesmen's tools for debt.¹⁰⁸

Because land was abundant, it made poor collateral. The trees standing on it, however, could be used to raise capital (though this is not evident for cocoa and kola from Table 3). When palms, cocoa, or kola were pawned, no interest was charged, but rather the use of the trees was turned over to the creditor until the loan was repaid. In the sample of court records it is difficult to identify the specific terms on which palms were pawned; generally a farm would be pawned along with them, the capital which exchanged hands left unstated, and in some cases other valuable crops would be included as well. The number of trees given over is only reported once – in Ake "A" Civil Suit 590/1917, the plaintiff claimed she had pawned twelve trees for one shilling each. Still, sixteen clear examples of pawning of land with palm trees, without any other tree crops, and in which the amount received is stated¹⁰⁹ yield an average loan of a little over £6/15.

Pawning palms to raise capital was, however, problematic. The estimate cited above that the interest on palm trees at Owode was much higher than that on other loans suggests a substantial risk premium. Further, the estimated profit of 26s on 24 bearing trees was very similar to the prevailing rate of 1s per tree in a pawning contract, which encouraged borrowers to redeem their loans as quickly as possible.¹¹⁰ One source of risk came from creditors who were unsatisfied with what they had been able to extract; in Ake Central Suit 209/1905, the defendant had refused to receive the redemption money on palms which had been pawned, and the Balogun had been unable to offer any remedy to the plaintiff. The fundamental difficulty, however, was that palms were – like land – everywhere.

¹⁰⁷While sewing machines were introduced from the 1880s, machine-sewn designs were still uncommon in the 1930s (Byfield (2002, p. 90))

¹⁰⁸NAUK, CO 147/166, enc in 9 June, 1903: MacGregor to Chamberlain

¹⁰⁹Abeokuta Civil Suit 693/1908, pawned for 40 bags of cowries or £10 to pay medical expenses; Abeokuta Civil Suit 551/1915, pawned at Ilawo for £2/10 some time between 1875 and 1890 while the owner was away; Abeokuta Civil Suit 556/1915 pawned more than seven years prior to the case for £2/10; Abeokuta Civil Suit 561/1915, pawned at Igbo-Oya in 1897 for £10; Abeokuta Civil Suit 631/1915, pawned for £12/10 c. 1914 at Oluwo; Ake Central Suit 548/1905, pawned for £5, Abeokuta Civil Suit 70/1911, pawned less than ten years ago for £2/10 by a man with no right to pawn it, Ake "A" Civil Suit 299/1917, pawned ten years prior for £5; Ake "A" Civil Suit 352/1917, pawned six years earlier for £6 for after plaintiff's mother died; Ake "A" Civil Suit 590/1917, pawned 12 years earlier for £7/10; Ake "A" Civil Suit 124/1918, pawned for £3/10 a year before at Asaya; Ake "A" Civil Suit 792/1917, pawned for £1/5 17 years and six months before at Olope; Ake "A" Civil Suit 225/1918, pawned at Awowo four years earlier for £7/10; Ake "A" Civil Suit 31/1918, pawned at Agbadu in 1918 for £2/15 to pay damages in a trespass suit; Ake "A" Civil Suit 402/1918, pawned at Ibu four years previously for £3/15; Ake "A" Civil Suit 875/1918, the palm trees alone pawned for £20 at Afojupa 10 years before; Ake "A" Civil Suit 583/18, pawned for £5 at Igboro 18 years earlier. In Ake "A" Civil Suit 130/1918, the defendant claimed the farm at Etepo had been pawned to him for £22/10 a year before, but court was skeptical of the size of the loan and his failure to use the plot for over seven months. This has not been included in the average.

¹¹⁰NAI, CSO 26 24873 Assessment Report Owode District

Cocoa and kola presented fewer difficulties. Ward-Price (1939, p. 92) argued that the pawning of cocoa farms was common, driven by demand from young men looking for work. In neighbouring Ibadan, Captain Ross reported in 1926 that a loan of £7 could be raised on 100 good cocoa trees – 1.4s per tree.¹¹¹ At Owode during the 1920s, trees were typically pawned for 2/6 apiece.¹¹² Seven cases in the records exist in which land with cocoa and without palms was pawned and the amount stated in court; the average sum in these transactions is a little over £5/15.¹¹³ Each interviewee agreed that individuals could use their cocoa farms as a source of credit. The reasons for this are apparent. The investment of one's own labor in the creation of a cocoa farm established "Lockean" claims to ownership.¹¹⁴ This reduced some of the uncertainties involved in pawning palms. Second, as a scarce asset with a higher annual yield, cocoa was simply more valuable than palm trees. Finally, during the first decades of the cocoa boom, less time had passed for other claims to have been established on cocoa farms through inheritance and the investment of labor over a period of years.¹¹⁵ This relative concentration of rights reduced transaction costs between borrowers and lenders. Finally, cocoa farms need not be pawned to be used as sources of liquid capital; as is evident from Table 3 they could also be sold.

7. INTERLINKING

A notable feature of Egba contracts was that they were often interlinked. The labor obligations that came with a grant of land to a "stranger" have been mentioned in Section 5. This section describes two types of transaction in which these interlinkages were most obvious: marriage and pawnship, both of which were exchanges in which rights over persons were exchanged for cash.

Marriage in Egba society was a transaction in which current payments of cash and labor were exchanged for future claims on the productive and reproductive labor of the wife. Marriages were usually arranged between the families of the children, and the wife's family was owed a variety of obligations including work, regular contributions of harvest crops, and assistance with expenses such as funerals and losses by fire until the girl reached puberty.¹¹⁶ A second cash payment, which Partridge (1911, p. 425) put between £2/10 and £10 depending on the wealth of the bride's parents, was then due. Payment of bride-price (which in the court records, as in West Africa generally, is referred to as "dowry") established claims on the children, and the repayment of bride-price due on divorce lessened with the birth of children.¹¹⁷ Gollmer (1889, p. 119) described bride-price (which he guessed at £2 to £5) as a sort of pledge used to chastise a wife – "have I not paid so much on your head?" or "if you pay the 40 or 50 heads of cowries I paid on your head, you can

¹¹¹NAI, CSO 26 06827 Vol II "Pawning of Children" 30 Aug, 1926: Resident Oyo to Secretary, Southern Provinces

¹¹²NAI, CSO 26 24873 Assessment Report Owode District

¹¹³Abeokuta Civil Suit 740/1908, £2; Abeokuta Civil Suit 790/1908, two farms for £13/15 total (mean used in calculation); Abeokuta Civil Suit 810/1915, £5; Abeokuta Civil Suit 942/1910, £3/15 for 400 trees; Ake "A" Civil Suit 318/1917: disputed whether pawned for £10/15s or £5 (mean used in calculation); Ake "A" Civil Suit 593/1917, £3/15; Ake "A" Civil Suit 1229/1917, pawned for £12/10, approximately ten years earlier.

¹¹⁴Besley (1995)

¹¹⁵Berry (1988)

¹¹⁶Hopkins (1969), p. 80

¹¹⁷Lloyd (1968), p. 70

go home again.” Byfield (2002, p. 65) argues that the cocoa boom increased the demand for labor, creating a “rush to get wives,” which raised both their prices and their bargaining power.

While the link between bride-price and claims over labor was direct, the rights conveyed by payment of bride-price over other properties were not clearly defined nor commonly understood; the defendant in Ake “A” Civil Suit 148/1917 told the court that the plaintiff’s farm had been handed to him by the Alake when the plaintiff’s uncle took his wife. The court, hearing that he had accepted repayment of the £7/10 dowry, turned him out of the plot.

The nature of these bride-price payments reflected the scarcity of labor and abundance of land in Egba society. Parents did not pay for their daughters to become members of landowning lineages; rather, these lineages paid compensated the parents for the labor power lost. Polygyny itself is more generally a characteristic of land-abundant societies, where allocating land to additional wives and their children is less costly.¹¹⁸ Tambiah and Goody (1973, p. 23) explain the prevalence of bride-price in Africa (as contrasted with the use of dowry in Eurasia) by the continent’s land-abundance; since men are not distinguished by their holdings of land, the price of a husband is low. Similarly, Guinnane (1997, p. 211) notes that the use of dowries in Ireland to compensate those children who do not inherit the family land was predicated on its scarcity. Holdings were small enough to make subdivision undesirable, while the price of admission into a landowning family was great enough to be redistributed among its members.

The marriages of slave wives, pawned girls, and kinless women were different than those between free persons.¹¹⁹ A 1910 report argued that, while it had been common to purchase slaves as wives during the Yoruba wars, this practice had become uncommon and was only resorted to by men (such as those of known cruelty, unknown background, or with a family history of mental illness) who could not induce a family to give their daughter willingly in marriage.¹²⁰ In Ake “A” Civil Suit 419/1918, the defendant claimed rights over the portion of land in dispute through his grandmother, who had been a “bought wife” of the plaintiff’s family patriarch Afonja. Because she had been redeemed by her family while pregnant, the plaintiff Sumonu argued that the defendant had no rights in the land. Her productive and reproductive efforts, then, were valuable not only to her husband and his lineage, but also to her own kin. Taking wives was a strategy by which men could cope with both scarce labor and scarce capital, and invested in installments in the labor and reproductive capacities of their wives.

Iwofa (pawns) were those whose labor had been pledged for a debt. Regular labor service by the pawn was taken in lieu of interest until the principal was repaid. In 1936, the Egba District Officer estimated that there were five thousand *iwofa* in the division.¹²¹ Some pawns would not intend to repay the loan, but chose instead to live under the protection of a creditor who acted much like a feudal lord.¹²² Richer men could of course acquire more pawns; one informant claimed that his father had 60 pawns working in his farms.¹²³ Describing *iwofa* amongst the Yoruba in general,

¹¹⁸Goody (1976), p. 17

¹¹⁹McIntosh (2009), p. 139

¹²⁰Hopkins (1969), p. 82

¹²¹NAI, Abe Prof 2 EDC 30 Iwofa: 12 Nov, 1936: District Officer Egba to Resident

¹²²Johnson (1966), p. 126

¹²³Interview: Chief J. Adeleye, 2 Sept, 2007

the Senior Resident at Oyo wrote in 1924 that there were four types of pawn – *kosinko* or *kolojo*, *agbadako*, *alagbada* or *daeka*, and *ijagba* – whose status differed by the amount borrowed and the tasks performed. Of these, the most common was the *ijagba*, contracted for a debt of £2/10 to £7/10. Critically, he noted that “no one will lend money to a man under the above system unless the borrower is vouched for and can find a surety who is responsible for the repayment of the loan. The guarantor is called *onigbowo*.”¹²⁴ Discussion of *iwofa* with a Yoruba informant frequently leads to invocation of the proverb that “the *iwofa* suffers no inconvenience, it is the guarantor who is inconvenienced”.¹²⁵ The *onigbowo* was paid a fee of 6d, but became responsible for repayment of the debt if the pawn died or absconded.¹²⁶

Although colonial officials viewed *iwofa* as an institution affecting adult men, the Egba saw it primarily as one involving children and youth. The Alake volunteered the example of a son who pawned himself to save the family head from the disgrace of being a debtor.¹²⁷ One of my informants suggested that:

since am polygamist I was then free to take two of my children one from each wives and then go to the money lender that I needed money and so take these children of mine let them be with you to assist you with your work while you borrow me money I will come for them in two or three season time since I did not sell the children to him and by the that time I will also bring the money.¹²⁸

There were no specific rules about the tasks performed by pawned for the creditor or *olowo* – an *iwofa* would serve the creditor “in any capacity agreed upon”.¹²⁹ It is clear, however, that they had more bargaining power than slaves. A pawn’s family could negotiate with the creditor about how their relative was treated.¹³⁰ Pawns were given a daily assignment to complete, while slaves were used “to any extent.”¹³¹ They could successfully refuse to perform transport work.¹³² Various accounts suggest that an *iwofa* might work half-days, from 9AM until noon for the *olowo* (creditor),¹³³ nine days out of every eighteen,¹³⁴ one hundred heaps in a four day week,¹³⁵ or one week in three (since three hundred heaps was considered a day’s work).¹³⁶ Commissioner

¹²⁴NAI, CSO 26 06827 Vol II "Pawning of Children" 17 Oct, 1924: Resident Oyo to SSP

¹²⁵Fadipe (1970), p. 191

¹²⁶Fadipe (1970), p. 191

¹²⁷NAI, CSO 26/1 03063: Enactment of the Slavery Ordinance (1916); Nov 5, 1915: Secretary Egba Native Authority to Commissioner

¹²⁸Interview: Chief T. Ojewumi

¹²⁹Folarin (1939), p. 8

¹³⁰Interview: R. A. Popoola, Sept 2, 2007

¹³¹Interview: I. A. Amosu, 27 July, 2007

¹³²NAUK, CO 147/162: 20 Oct, 1902: Acting Governor to Chamberlain

¹³³NAI, CSO 26/1 03063: Enactment of the Slavery Ordinance (1916): Short Memorandum on the Egba Native Custom of Ofa (by A. Edun Oct 14, 1915)

¹³⁴Folarin (1939), p. 9

¹³⁵Byfield (2003), p. 360

¹³⁶Johnson (1966), p. 126

Young wrote that, during his service of 1907-1914, he had seen no examples of abuse of the *iwofa* institution.¹³⁷

The institution of *iwofa*, then, provided a resolution to both labor and capital scarcity where alternative forms of collateral were unavailable. Like slaves, *iwofa* were futures contracts for labor, though the social constraints on transferability of *iwofa* made them less effective as capital. Ologe (2003) argues that the most common reasons that individuals were pawned in Yoruba society were sieges during war, for the welfare of poor children (as the *olowo* was obligated to care for a child pawn), and the heavy expenses incurred in religious obligations, funerals, marriages and court fines. Creditors preferred to receive the labor services of pawns over the benefits of holding other assets on pawn. There are a handful of cases in the court records in which palms were made part of a debt contract only after an *iwofa* arrangement had broken down.¹³⁸ In Abeokuta Civil Suit 538/1915, the plaintiff's brother had pawned himself to the defendant for £5. The defendant claimed that, as no *onigbowo* could be found, he took over the farm and palms as surety when the *iwofa* became "impertinent." Although he received repayment of the principal, he told the court that "the nuts I reaped I took as my interest." While palms were abundant, labor was scarce. Even though a pawn could abscond, damages could be sought from the *onigbowo* who, often being a senior relative, had authority beyond that of the *olowo* to compel the pawn to work.

8. CONCLUSION

This study has used a sample of court records from the the early twentieth century to argue that the economic institutions adopted by the Egba at Abeokuta during their period of independence from 1830 to 1914 were shaped largely by their relative endowments of land, labor and capital. While land could be obtained virtually freely, strategies used to defend claims to land responded to changes in the factor ratio. While sale of land did not become widespread in practice or acceptance until after the cocoa boom took hold, the initial land scramble facilitated its emergence. Labor scarcity and land abundance together prevented the existence of wage-labor, and so the market for labor was cleared through the creation of rights over persons and reciprocal obligation, through the use of slaves, kin, and cooperative work groups. Capital too was scarce, as reflected by the very high interest rates charged on loans, and the punitive measures for recovering debt made simple loan transactions unattractive. Rather, the principal means of raising capital was through the institution of *iwofa*, which interlinked claims over labor and capital, resolving the scarcity of both.

The link between geography and institutional developments has been reinforced, and this paper has noted several important aspects this relationship. Relative factor endowments are not fixed, and they are altered by more than just population growth. Political circumstances affected the availability of land for the Egba, while the introduction of cocoa and kola shifted the supply of credit outwards. Austin (2008) has stressed that the "factor endowments" view of African history has neglected capital, the value of specific parcels of land, and seasonal fluctuations in the

¹³⁷CSO 26/1 03063: Enactment of the Slavery Ordinance (1916): 23 Feb 1916: Commissioner Abeokuta to Secretary, Southern Provinces

¹³⁸See Abeokuta Civil Suit 631/1915, Abeokuta Civil Suit 631/1915, and Abeokuta Civil Suit 854/1915 for additional examples.

scarcity of labor. All of these have been shown to have shaped Egba economic institutions. While Binswanger and McIntire (1987) and Binswanger and Rosenzweig (1986) assume away the problem of slavery, forced and unfree labor were important means of coping with labor scarcity for the Egba; compulsion and intra-household violence remain very real aspects of everyday life in agrarian societies, and should be understood as such. Finally, this study has proposed that contractual interlinking can be explained as a strategy for responding to scarcity of both labor and capital, and need not rely on exploitation of one party by another nor on the presence of informational asymmetries.

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APPENDIX A. ABEOKUTA CIVIL SUIT 137/1909

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In the Native Court of Abeokuta Thursday the 4th day of March 1909 Before A.B. Green and S.J. Peters, Judges.

137/09 Odunusi of Ake vs. Taiwo of Kemta

Recovery of farm land at Olugbo property of the plttf

Odunusi sworn on Bible states: I am of Ake am a Farmer - my father Durojaiye of Ake took this farm at Olugbo in dispute as farm forest – after the Abo war – I accompanied my late father there together, with my brother Fatoki and two pawn men of my father. Lukosi of Kemta father of Deft Taiwo came to this farm 3 years after us, my late father Durojaiye gave portion him Lukosi some portion of his own forest farm to work upon – One Daresu an elder brother of my father Durojaiye had some forest farm Darun in his life time worked some portion of this and died, this Darun's portion both Irapa + forest was taken now by Deft Taiwo as farm belonging to his late father Lukosi – Durojaiye and Darun were brothers of the same parents. Darun had children as my self + Fatoki are sons of Durojaiye. The farms of Durojaiye and Darun are now being claimed by Deft – which has no right to do.

Deft – Taiwo sworn on the Bible States: - I am of Kemta, am a farmer. One Ande of Kemta took my father Lukosi of Kemta to this farm at Olugbo about the Abo war. Durojaiye father of plttf first got to this farm, and first took his portion of forest, then my father took next then Lukosi's boys, about 13 boys then serving my late father in this farm. I never heard of the name of Darun in this farm during the Ibadan warfare against the Egbas bother my father + Durojaiye plttf's father left this farm and never returned to the place till about 12 years ago when my father's people and plttf returned to the farm – but I did not for plttf laid hold of his father's farm and my father's boys laid hold of my father's. There is the Porogun trees planted on the boundary of the farms of Durojaiye and Lukosi till today. It was the plaintiff who trespassed on my father's land. I never knew any farm belonging to Darun in this part.

For plttf Fatoki sworn on cutlass states: - I am of Ake, am an Ifa priest and son of Durojaiye. Ande of Kemta and my father Durojaiye started at the same time for this farm region the same day Ande took his portion and Durojaiye this portion side by side. My father Durojaiye first got to this farm, three years after Lukosi father of Deft came, my father there gave him the forest farm of one Sholoye which my father had taken for him and he never turned up. After the warfare Lukosi people and my father's people had to leave this farm. At the return Lukosi people laid claim on our father's farm . by trespassing over the boundary. I heard at a time the Kemta planted Porogun trees on the boundary. Darun an elder brother of Durojaiye my father had a farm, which is now being claimed by Deft in conjunction with Durojaiye's.

Aboni sworn on Cutlass States: I am of Kemta. One Faroubi of Kemta took us to this farm. We were there for good length of time before Durojaiye Father of plttf came. Durojaiye came of himself but Ande of Kemta gave him forest. Lukosi father of Deft came two years after Durojaiye, Lukosi took portion of farm Durojaiye had reserved for one of his people but it was forest. The farm in dispute is part of Lukosi's farm. Lukosi's farm is in the middle of Durojaiye's farm and Igbonla – on the other side of Durojaiye is Ogunbiyi's farm. At a time when there was a dispute

of boundary between Lukosi and Durojaiye's farm, the Kemta chiefs settled it then by planting porogun trees. These trees are there till today.

For Deft Sanyaolu sworn on cutlass states: I am Kemta am a carver and a hunter. Ande of Kemta was my grandfather who took Durojaiye father of plfff to this farm and allotted to him portion of forest farm land. This Ande took Lukosi father of Deft to this farm Olugbo and gave him forest farm. This was at the Ijaiye war. I was then present. I was as old as I am during the Abo war of 1857.

I say the court after cross examination that I am telling a lie.

Case adjourned till Monday Mar-8-09

A.B. Green Pres.

Saml J. Peters

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In the Native Court of Abeokuta Monday the 8th day of March 1909 Before A.B. Green and S.J. Peters Judges.

137/09 Oduwusi of Ake vs. Taiwo of Kemta

Recovery of farm land at Olugbo property of the plfff

Dagin sworn on cutlass states: I am of Kemta. I know the farm in dispute at Olugbo. The farm was originally taken Lukosi of Kemta during the Abo war. I know that the farm was originally taken by Lukosi because I accompanied them there 17 days after – Ande, Ogunbiyi and Durojaiye father of plfff each took portion of this farm alongside one another. Ogunbiyi was in the middle of these people. Durojaiye being on one side Likosi father of Deft is on the right hand of Durojaiye, Lukosi gave his left to Igbo Inta. The land mark between Durojaiye and Lukosi was made by planting Porogun trees by the Kemta people when there was difference on this land at a time Durojaiye father of plfff had a farm there and Lukosi father of Deft also had a farm.

Aruno sworn on cutlass states: I am of Kemta. I was slave of Lukosi father of Deft. This farm was taken during the Abo war. I did not go with them but afterwards I went there after two years Lukosi got there. Durojaiye was the first to get to this farm then Lukosi my master. When Lukosi came he took the forest next to Durojaiye. Durojaiye never ran away from this farm, but died.

Case adjourned till Wednesday when escort will be sent to this farm to see the porogun trees planted by the Kemta people.

A.B. Green Pres.

Saml J. Peters

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Oseni sworn on the Koran states: I am police no. 29 EUG. I was sent by the court to the farm in question at Olugbo. I summonsed the villagers. I found the two farms of plfff and deft side by side. The boundary was marked by Porogun trees from one end to another, these porogun trees were planted by Chiefs of Kemta, when there was a fight on this subject once. Plfff showed me two porogun trees which one was in the middle of Defts farm, and one in some part of a road which he said was boundary. I found it was no boundary and the villagers said the same that boundary is the straight demarcation in which porogun trees were planted straight from one end

to another. It was plttf who trespassed into Defts farm. The porogun trees in the boundary are about 24. The poroguns are about 5 years old. The two poroguns plttf showed me were trees of themselves of no object.

Judgment – Court decides that the boundary as marked by the 24 porogun trees planted by the authorities of Kenta should from now be taken as boundary between the land farms of late Durojaiye of Ake and Lukosi of Kenta. No notice should ever be taken of the two accidental porogun trees pointed out by plttf. Judgment for Deft.

A.B. Green Pres.

Saml J. Peters.

APPENDIX B. APPENDIX TABLES

TABLE 4. Crop Regressions: Complete Cases Only

	Value	Pawned	Sold	Boundaries	Destruction	Chiefs	Caretaker
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Cocoa or Kola	7.287 (3.628)**	-.022 (.176)	.108 (.222)	.274 (.202)	.389 (.230)*	.414 (.177)**	.003 (.217)
Palm Trees	-3.341 (3.645)	.291 (.165)*	.046 (.206)	-.049 (.192)	-.130 (.220)	.267 (.166)	.384 (.217)*
Water	-6.621 (6.342)	-.413 (.370)	.366 (.369)	.333 (.354)	.698 (.360)*	-.752 (.414)*	-.041 (.417)
Recovery	3.321 (3.681)	-.047 (.171)	-.048 (.209)	-.178 (.197)	-.788 (.223)***	.328 (.175)*	-.014 (.219)
Year (1902=1)	-4.930 (3.353)	.169 (.090)*	-.211 (.113)*	-.262 (.103)**	-.017 (.116)	-.315 (.091)***	.098 (.141)
Year Squared	.227 (.148)	-.008 (.004)*	.010 (.006)*	.013 (.005)**	-.0003 (.006)	.015 (.004)***	-.002 (.006)
Const.	30.520 (17.278)*	-1.359 (.368)***	-.511 (.402)	-.159 (.371)	-.765 (.418)*	.234 (.337)	-2.414 (.650)***
Obs.	204	332	332	332	332	332	332
R^2	.039						

*Significant at 10%, **Significant at 5%, ***Significant at 1%

Notes: Column (1) is OLS, while remaining columns are probit. Standard errors are in parentheses. "Water" indicates a river, stream, swamp or marsh. "Recovery" indicates the claim made is for recovery of farmland. "Value" is the value of damages claimed or, in recovery cases, the stated value of the land. "Pawned" and "Sold" are indicators that the land was pawned or sold at some point in its history. "Boundaries" indicate that boundaries were made.

"Destruction" indicates destruction of crops or boundaries. "Chiefs" indicates the dispute was taken to the chiefs prior to the case reaching court. "Caretaker" indicates a caretaker was put in the land.