

Chapter 2

Transactions

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Selling Land to Foreigners for a Wind Turbine

It was an afternoon in August 2015, and just outside the village, which overlooks a green valley in the mountains in Ik County, Kaabong district, Komol and two other Ik elders were waiting on their small wooden stools in the shade of a tree. Lemu, his adult daughter Elizabeth and granddaughter Martha arrived on a motorbike. Lemu, a local farmer, wore a large suit jacket over his T-shirt, and the two women were also dressed up for the occasion. Komol got up and introduced Lotte, who was doing fieldwork in the area with Daniel, a local farmer and research assistant. Komol asked if we could all walk to the site in question. As we walked up the hill, Komol told us about the ongoing issue of selling land for building a wind turbine near the village.

In July 2014 representatives from an Asian company had come to survey a piece of land together with a local broker called James from the Ik community. They said they were going to buy a plot of land and build a pilot wind turbine to test if this would be a feasible site for producing electricity. James, a member of the local educated elite, had acted as a middleman (see Chapter 8) between the investors and Komol, who was asked to identify 'the owners of the land'. Komol was approached as an elder and a clan leader and because he was considered a custodian of the land, *Amazeya jumui*, which in the Ik language means 'leader of the soil'. Komol was one of the local traditional authorities who would show people what land they could use if they had moved from another area due to conflict or other issues. Identifying 'the owners of the land' was a tricky task, according to Komol, since many families had been using the land in the past due

to the semi-nomadic settlement patterns and recurrent conflict in the area. There were no 'official owners' of the land in terms of land titles or documents but long lines of intimate entanglements of families who had been using the land and who made claims to it. The elders, represented by Komol, had decided that the families of Chilla, Lochol and Lemu were those who were going to be presented to the buyers as the owners. They were from three different clans, and not from the poorest families in those clans.

Lemu explained that a representative from the Asian company had come for a meeting with the sub-county chief, the local broker James, Komol and the three family heads. At the meeting in the sub-county office, Komol and the family heads thought they were going to discuss the terms of the land transaction and negotiate the price, but in Lemu's words they were simply 'presented with money and asked to sign papers'. This was a land sale, not a lease or rental agreement, but none of the local families had been involved in a land sale previously, so they did not know what to expect or what they could possibly ask or demand.

They were told by the company representative that the price, which the company called compensation, had been set at 7.8 million UGX (around 2,200 USD at the time) for the plot of land measuring 150 x 150 meters. In this local context where the cash economy is limited, this appeared to be a significant amount of money. They were told that the division of money was going to be even among the three so-called 'original owners': each family head would get 2 million UGX. A land sale fee to the sub-county was set at 350,000 UGX, and Komol, the elder, was given only 20,000 UGX as a transport refund. On our way up the hill, we did not figure out how the balance of the money, 1,430,000 UGX, was divided or spent. Later Lotte asked others about this again, but they did not know about the balance and did not expect to be able to find out.

When news about the money being paid to the three families reached other members of the community – probably through hearsay and families' suspicious monitoring of others' spending – there was dissatisfaction with the process and the creation of 'original owners'. Other families claimed that they too used to farm in that particular area and lamented: Why were those families given money and not us?

Lemu was upset about the reactions from other community members, and the reason he had travelled with his daughter and granddaughter was to have a discussion with those who were dissatisfied. The families who had claimed they also used to farm on the land were not present, but Lemu spoke as if they were listening. As we reached the sold plot of land on the hilltop, Lemu and his daughter eagerly pointed out trees in the landscape and talked about the crops they had grown over the years. Lemu said: 'My father Aperit was instructed by his grandfather Isiokalem and by his great grandfather Longok to use this land.' Lemu recognized that there had been other users too but claimed 'we were the original owners of this land'. Komol, the elder, backed him up and confirmed his

authority by saying: ‘I remember who used this land, and I contacted the right people – others should respect that and not claim they were all here.’

After the debate had cooled down, the parties agreed that the process of selling the land had not been good. Komol explained: ‘They [the company and the LC3] convinced us to sell the land by saying that the whole place will be bright [i.e. receive electricity]. That is why we accepted to sell.’ Elizabeth, Lemu’s daughter, was annoyed about the way the sale was done and regretted that they had not proposed the option of rent or lease of the land:

This was not proper selling. We were just told ‘this is your money’. We were not given a chance to negotiate or to understand what was involved . . . They [The company] should have called for a community meeting . . . They did not explain how they divided the money, and they did not tell about the size of the land or the plan for the wind turbine.

The sub-county chairman, who had hosted the meeting, was less critical of the process and thought that the families should be grateful because they had received compensation. The chairman’s perspective was that: ‘This area needs development, and electricity will help that.’ The chairman had not been informed about the detailed plans to provide power, and it was unclear whether the power would be joining the main grid hundreds of kilometres away or provided locally to villages, and whether families would be expected to pay for it. The chairman was satisfied because at least the company had gone through the official channels to buy the land. They had first contacted the district chairman, then the sub-county chairman and they had the meeting and the land transaction in his office, the sub-county office. The chairman’s point of reference was that other outsiders, such as the missionaries who had arrived recently, as well as a foreign couple, had just bought or acquired land locally without involving district or sub-county officials.

The land was located very near the border to Kenya and also near the Timu Forest Reserve. The chairman explained that he had had many questions about the size of the land but there had been no time to answer these questions in the meeting with the company. It turned out that the land that had been sold was actually inside the Timu Forest Reserve, in breach of regulations. It is not unthinkable that Komol and perhaps the families knew this all along. Ik families had been farming, gathering and hunting in the area for generations and had never entirely agreed with the forest authorities about the boundaries of the reserve or which activities were allowed to take place in the forest (see Chapter 9).

The district forest officer, Patrick Nyeko, from the Department of Environment, had not been informed about the wind turbine project and was not aware that the plot that had been sold was located inside the forest reserve. It would obviously not be possible to build a wind turbine inside the forest reserve, since

this would be against the law, and it would affect the trees, biodiversity and wildlife. Patrick said that the forest authorities were trying to develop good relations with the local communities and explained how they were trying to bring projects that were compatible with the forest and the people living in the area. The forest officer was obviously less than impressed with how the private company had worked its way through official institutions and procedures because it had not gone through the Department of Environment.

At the beginning of 2016, a new site – also with plenty of wind for building the test turbine – was identified near Lokinene village, close to the main road. The company did not bother to ask the families to pay back the money for the first site in the forest reserve. The company simply wanted to get started on building a fence around the new plot as soon as possible. There were seven other pilot sites for testing the feasibility of producing wind turbine electricity in Kaabong district, and at these sites the test equipment had already been set up. At the new site near Lokinene village, it was agreed between the local broker, the sub-county chief and the local leaders that it would create too many problems if the money was only paid to a select number of families. Thus, the local leaders in the nearby villages, the sub-county chief, the local elders and the same local broker agreed that the compensation money should be paid to the community at large because, as the broker put it, ‘land in this area is not really owned by individuals, and the new site is definitely on communal land’. They had to come up with a way of giving the money to the ‘community at large’. It was agreed that the money be spent on repairing the community road. Thus 200 inhabitants from the nearby villages who were willing and able to work on the community road were paid 5,000 shillings per day for five days and the road was repaired.

Again, the compensation for the land was set by the company at 7.8 million shillings. This time, the sub-county took a fee of three million. The reason for the change in fee was apparently that a new sub-county chairman had been elected, and furthermore the sub-county was short of funds. Still, the story about the total figure was perplexing. It said that five million was paid to those who worked on the road and three million remained at the sub-county, which makes eight million – so the calculation was 200,000 shillings short. There were disapproving voices saying that this time the money was simply taken by the sub-county, since the sub-county was responsible for repairing the road in the first place, and they were short of funds. Yet the general atmosphere around the second transaction of land was less critical than the first one in which money was given to only three individual families.

In 2017, a team of workers from a Ugandan contractor built cement pillars and put up a barbed wire fence around the new site where the test wind turbine was going to be placed. The team was made up of about fifteen young men, assembled from all over Uganda, who were camping inside the fence during the months when they did the building. The foreman was a young Ankole man,

who had been working for the company for eight years. He explained that the wind turbine, together with seven others in Karamoja, was projected to produce around 60 megawatts. After eighteen months of testing the wind turbine, electricity would be available for selling – even to Kenya, the foreman explained. The locals would get free access to power in the beginning and later on they would have to pay for it, but not much, according to the foreman: ‘Electricity is now paid like airtime on the phone. You get a card and load your power on it.’

The foreman related how a number of local Ik and Dodoth men had been approaching him to ask for work, but he was not responsible for employing people. This was done centrally by the company. He wished he could hire some of the local people because he could see that they had very few options to earn money. Some of the local older men from Lokinene were complaining too: ‘We did not know they were going to put up a big fence like this inside our land – they said they were going to build a wind turbine and provide power to all.’ Given their expulsion from the area that was made into Kidepo National Park in 1959 (see



Map 2.1. Ik County, bordering Turkana territory in Kenya, Dodoth Territory, Kidepo National Park and Timu Forest Reserve in Uganda. Map prepared by Nick Leffler.

Chapter 9) and continuous threats of being expelled again from the Timu Forest Reserve, it was no wonder that people became worried when massive cement pillars and a barbed wire fence were put up on their land.

After the fence had been finished and the test mast had been put up to measure the wind, nothing much happened, according to the local broker. A soldier was hired by the company to guard the fence and the test mast. In January 2020, the community had still not heard any news about the prospect of building a wind turbine for producing electricity. But the land had been sold, and the fence and the soldier were clear markers of the land transaction.

Of What Is This a Case?

The sale of land in Ik County was a complicated affair, not least in its consequences. It spurred new creations: of owners, of fences, of arguments for or against land sales, of regulations for transactions, and of ideas about how money gained from a land sale should be spent. It did not end with a signature on a paper and handing over money. Rather, those acts were a starting point for ongoing negotiations and arguments. On the face of it, this is a specific case of the more general pattern of selling communally held land and transforming it from customary to freehold tenure (Wily 2011). It is also a concrete example of dispossession of indigenous land (Laltaika and Askew 2021) and divergent understandings about what a land transaction entails (Colin and Woodhouse 2010; Lund and Boone 2013).

Transactions of land include selling and buying but also lending and borrowing, renting, inheriting and being shown where to use land. These different kinds of transactions and transfers of use rights are not always experienced as clearly demarcated, and what is understood to be their duration and degree of finality may vary among the actors involved.

In the remaining part of this chapter, we first consider some fundamental assumptions about what is transferred in land transactions, building on the discussion in the previous chapter about forms of tenure and modes of acquisition. We then proceed to examine three aspects of transactions as social actions in relation to trust. First, we look at their embedded and embodied nature: the difference between transferring access while physically standing on the land together with other knowledgeable people and transferring a representation of land in the form of papers, data, maps and surveys. Second, we consider the actors involved: individuals, groups or institutions, who can claim that they have the right or power or authority to make the transaction. Who can represent whom, and how much say should others have? Third, we discuss the temporal aspects of land transactions as processes, attending to the ways in which people may disagree on the time perspective of a transaction.

What Is Transferred in a Land Transaction?

As we saw in Chapter 1 on Multiplicity, land tenure may be understood as bundles of entitlements vis-à-vis other persons. Freehold tenure entails the most comprehensive bundle, while customary tenure may involve different kinds and extents of entitlements to use the land. So when land access is transferred, the question is: what entitlements does the recipient gain and what if anything does the giver receive? As Colin and Woodhouse (2010: 8) point out, we must attend to the content of land transactions, especially the rights and obligations exchanged. There is a great variety of arrangements: land transfers entailing particular obligations and rights for the buyer, temporary transfers, and transfers entailing rights to use but not to sell the land in question, and so on (Colin and Woodhouse 2010: 3–4).

In the case of the wind turbine sale, we saw how a large bundle of land access rights were exchanged for money – a common global measure of value. Interestingly, there was no discussion or disagreement about the monetary price of the land – no negotiations, haggling and bargaining about the amount. This is unusual but was probably due to the fact it was the first instance of selling land in the county, and thus there were no points of reference for comparison. Furthermore, the price seemed extraordinarily high to the local sellers, so they had no quarrel to make. The price was presented as ‘compensation’, a term governments use when expropriating land for a public works project. People being compensated do not have a say about the amount of compensation. It seems that those who transferred the land to the company did not understand the extent of the access entitlements they were providing. Elders complained that they did not know that a big fence would be erected on their land so that they could no longer access it. Moreover, social relations between the parties to the transaction, minimal in any case, ceased once the compensation was paid. There were no jobs for local people at the wind turbine site.

Such a land transaction contrasts with the more common type of transfer, where entitlements are socially embedded and subject to adjustment. These are based in values of cooperation, reciprocity, harmony, sympathy and entrustment for the future. Money can be exchanged for a given entitlement (for example to dig clay for bricks or grow crops for a season), but the presence of money in a transaction does not necessarily excise land access from social relations. Of course, there may be disagreement about the entitlements transferred. As we saw in the case of Stephen’s multiple landholdings (Chapter 1), his intimate others did not always accept his definition of the transaction.

Land that is sold in a manner that alienates the entire bundle of rights may later be subject to a reassertion of social embeddedness if family members attempt to reverse the sale. As was the case in Côte d’Ivoire, a sale may be disputed on the grounds that ‘my father should not have sold the land’ (Chauveau and

Colin 2010: 98). If it is not possible to cancel the sale, the proceeds can at least be shared, thus recognizing the embeddedness that has been denied, as happened in the second sale of land to the wind turbine company.

(Dis)embedded and (Dis)embodied Transactions

Deterritorialization – that is, a process whereby distance and place become irrelevant – is part of global modernity (Eriksen 2007: 16). When it does not matter where something was made or takes place, it has been physically disembedded (*ibid.*). Disembedding also has a more comprehensive social meaning, according to Giddens, who defines disembedding as the lifting out of social relations from local contexts of interaction and their restructuring across indefinite spans of time-space (1990: 22). This gradual movement from concrete and tangible to the abstract and virtual is also highly relevant in land transactions.

Unlike most other kinds of physical property, land is fixed in space. In a land transaction, land is not moved. Rather, it is people who willingly move or are compelled to move, or their entitlements change. In that sense, land is not property (Lund, this volume). We may refer to land as if it was a ‘thing’ that is transacted, but in reality it is the bundle of rights to use and settle on the land that is transferred through recognition. The fixity and materiality of land does not mean that its social characteristics are obvious. Its units and borders are often not visible to the unknowing eye because very little land is fenced or demarcated with clearly visible signs. When land is transacted, as we saw in the case from Ik County, the embodied knowledge of people is brought into play. They are aware of the extent of the land being transferred, its history and the kinds of rights to use the land. That is why when a piece of land is entrusted from father to son in the Ik tradition other family members and neighbours ideally have to be present to witness the process, and they often physically walk around the plot and mark or touch trees and stones to show and witness that this is the unit for which rights are being transferred. In this way, a transaction is both physically embedded (happens *in situ*), socially embedded (takes place with the involved parties present) and it is embodied (with footsteps, touch and sight). Land transactions in northern Uganda almost always involve some action on the ground, some of the involved parties, and some form of embodiment.

Yet in some cases (and for some of the parties) a land transaction is also, or even only, an abstracted process where actors make use of representations of the land: a map representing the landscape, cadastral measurements and numbers, a land title document. When land is represented by papers and measurements, it is not necessary to engage the land physically. The transaction may take place in an office where a limited amount of information is registered and key potential stakeholders are not present. An extreme example is given in Chapter 7 on Aspirations. The sub-county authorities sold plots of land in the Town Board to

buyers who had not yet seen the plots they were purchasing. The general location and the measurements of the plots were known, but it was not until later in the process that the buyers were shown the specific plots that they were acquiring.

When the plot of land in Ik County that was sold to the Asian company turned out to be located inside a forest reserve, this made some of these basic issues about land transactions clear. Even though some protocol followed – money was transferred, signatures were put on paper, meetings were held – the transaction was not successful because in the end it turned out that another authority claimed rights to the land – The National Forest Authority; and this trumped other authorities. Because of the fixed nature of land, the company could not simply take what they had paid for and leave but had to give up the first transaction and embark on buying a new plot, because land, even when turned into a commodity, is physically embedded, grounded – it is the ground. Land transactions make power relations and institutions manifest (Lund 2008), and they point to the role of the state and the different actors as citizens (Lund 2016), foreign investors and clan elders and the authority they hold (Lund and Boone 2013).

The knowledge about the land in the Ik case was embedded in memories and relationships between people, as well as in maps and documents. The middleman and the clan elders had given their perspective on the land, which they had used for many generations. They had stories about the land, and they could tell on the ground how the land had been used and say who had used it. This was in line with indigenous Ik ideas about land as an embedded and embodied resource to be used and entrusted to others. The middleman and the elders embodied the history of the land and may not have walked around the plot together with the buyer but were physically present and could point to trees and stones that marked boundaries. This embodied practice of being present on the ground in question was considered appropriate by the local actors, and it was accepted by the foreign buyers, who on these terms could proceed with a meeting in the sub-county office. The meeting in the office, however, was somewhat foreign to the local elders and families. It was characteristic of modern land transactions as disembodied, mediated and disembodied. The transaction took place far away from the land in question, by means of representation: a map represented the land, the three heads of households represented families and clans, a piece of paper represented the agreement between people, signatures represented individuals, and money represented the value of the land. The role of the middleman was largely to assure the parties that they could trust each other's ideas about the transaction and the forms of representation. The foreigners too had to trust the embedded and embodied practices of transaction.

It was only when the abstract, mediated elements of the process proceeded that the company discovered other information about the land. Not until the company wanted to have the purchase registered with the official authorities in

the capital did they discover the coordinates were located inside a government-owned forest reserve. When they did the second purchase of a plot of land, they made sure to check the official maps ahead of the transaction.

Embodied knowledge and a physical meeting on the land are considered important for transparency and trust in transactions in northern Uganda. Land transactions should not be hidden. As one man selling portions of family land in Awach remarked: ‘Land is not sold at night.’ When transactions are questioned in a forum for conflict resolution, a new transaction may be made if the parties accept mediation and the decision of the forum. Here too disputants and witnesses often walk the boundaries of a plot and remark on evidence of use. In the case of ‘The Land Conflict at Ogul’ reported in Chapter 6 on Belonging, people stood on the boundaries of their farmland while a knowledgeable elder, who was unable to walk, was rolled past them on a bicycle. The chairman of the Sub-county Court Committee in Awach explained that land disputes were always first heard *in situ* so the Committee members could walk the land and listen to the explanations of immediate actors.

In the entrustment practice (Shipton 2009), land transactions are embodied and ideally witnessed during ‘daylight’ through the physical presence of all parties involved (social embodiment) at the site in question (physical embeddedness). The trust invoked is of a very tangible and personalized kind. Transactions in the cadastral, mediated and disembodied system take place far from the land – they are physically disembedded – through the means of papers, measurements, signatures and stamps. The transaction is based on a more abstract form of trust in institutions and an acceptance that land can be disembedded from immediate social relations to familiar others. When people hold different ideas about a land transaction, as the company and parties in the case from Ik County did, this often creates confusion and potential conflict.

Actors in Land Transactions

Land transactions involve, at a minimum, a giver or seller, a receiver or buyer, and an authority who can approve the transaction. The person transferring rights to access the land must be recognized as having the right to do so. Power and authority are more or less explicitly at play. Doubt about a party’s competence to make a transfer throws the transaction into uncertainty. A woman living on the land of her father’s clan may allocate the right to build a house to her grown son. But this transaction could be challenged by clan members, who may question her authority. In contrast, successfully conveying or overseeing land transfers enhances authority (Lund 2007).

Establishing the rightful inheritor, owner or representative of a group can make the transfer a conflictual issue and a question of trust. Who has the qualifications to be a buyer, who can veto a sale? Who will be accepted to act as a

middleman? Who, or which institution, can approve and confirm a transaction? Who has the position to cancel a transaction retrospectively? These questions all relate to matters of power and trust, in terms of actors' ability to position themselves as authoritative when it comes to land matters among locals as well as in connection to outsiders.

The case of the wind turbine land sale is unusual, but it raises these questions very explicitly. The company buying the land needed owners whom they could buy it from, and they needed a recognized authority in order to make it a formal and rightful sale. The Oxford English Dictionary defines 'owner' as: 'A person who holds something as his or her own; a possessor or proprietor; a person who has the rightful claim or title to a thing.' Following from this definition, to be an 'owner' is tightly connected to an individual's possession of a thing. The term 'rightful' indicates a relationship between an individual and the thing that is formally recognized by law. As such, it indicates a straightforward relationship between an individual person and his or her rights to a thing. In relation to land ownership, it leaves the impression of a person possessing full rights to a clearly defined physical area.

In northern Uganda, indeed in many parts of Africa (Lund 2008: 15), people rarely use a word that would translate as 'owner' when describing their relationship to land they use or have authority over. As further discussed in Chapter 6 on Belonging, words such as 'custodian' or 'caretaker' of land are used (*Amazeya jumui* in Icetot – the Ik language – means 'leader of the soil' and *won ngom* in Acholi could be translated as 'father of the soil'). According to the OED, 'custodian' is defined as follows: 'A person or organization which has custody or guardianship of something or someone; a guardian.' A caretaker is defined as 'one who takes care of a thing, place, or person; one put in charge of anything.' It is obvious that there is a significant difference between being a custodian, caretaker of land or leader and father of the soil and being a landowner. Two different understandings of the relationship between people and land are at play here, which are expressed in the vocabulary used. The wind turbine company holds a conventional, capitalistic approach to land, viewing it as property owned if not by any single individual then by a few individuals; thus the company depended on identifying the owners in order to purchase land.

In Ik County, 'landowners' as such do not exist; rather, long entangled lines of users, custodians and caretakers have engaged actively with the land in the area over time. To be a custodian or caretaker of land does not imply exclusive rights; rather both terms indicate a degree of responsibility for the land. Likewise, in parts of the Acholi sub-region, people say that traditional land (*nyom kwaro*) belongs to the ancestors; it is borrowed by people who use it and keep it in trust for future generations. Being custodians or caretakers of land in northern Uganda does not only entail responsibility for the land per se but also for the complex relations – current, past and future – that are connected to the land.

It is of little surprise that it requires some inventiveness and work when investors request owners in order to buy up land. The complexity of indigenous entrustment systems creates a problem for buyers in a conventional capitalistic transaction system. However, in the Ik case the sub-county chief responded pragmatically to the company's request for owners by asking a respected elder to identify the 'original owners'. He was probably well aware of the illusion it involved but eager enough to witness 'good development' in the area to go through with it. At the same time, the sale also confirmed the authority of the sub-county chief and in this way helped to create the need for this institution. As Christian Lund (2007, 2008) has shown, the competition for authority over land matters is often great between local actors in African and other contexts, where institutional multiplicity is in place, and where jurisdiction over land matters is different depending on the situation. When, for example, a land sale is conducted for the first time, as was the case with the wind turbine in Ik County, it offers an apt opportunity for actors to cement their jurisdiction within the realm of land.

There was something intrinsically curious about the creation of 'original owners' in the case. It worked to the extent that the land was actually sold and money paid to the 'original owners' as well as the local authorities. But as soon as the news seeped out into the community, most people viewed the move to create owners and individualize what is usually considered a common resource potentially available to more people as unjust and short-sighted. It spurred tensions and debates. Thus, in the second land purchase, the creation of original owners followed a different tack and resulted in a collective payment to the community, through the repair of the common road. In this instance, 'the community' was created as the original owners of the land, which is more in line with indigenous Ik ideas about land. But still the conception of 'owners' rather than caretakers is different.

Furthermore, the process of selling the land created a set of relationships and hierarchies that the families involved did not necessarily agree with, such as the higher status of the middleman and the authority of the sub-county chief. They were dissatisfied with the fact that there was no public community meeting where those who felt they should be included could be present to hear with their own ears and ask questions about the sale, if they wished so.

When one person takes on the authority to sell or transact land without consulting others with whom the rights to the land are also embedded, it is taken as a betrayal of trust. This was abundantly clear in 'A Disputed Land Sale', which opened Part I of the book. Elisabeth felt that her daughter Grace had arrogated to herself the position of landowner by selling the land. The Local Councillor apparently believed that Grace was the owner and thus lent the authority of the political structure to the sale. But a higher level of authority, the assistant to the Resident District Commissioner, recognized the rights of Elisabeth, who claimed that she was holding the land in trust for her grandsons. Here, as elsewhere, the

failure of communication went hand in hand with a failure of trust. Elisabeth felt that the sale had been done ‘by night’, as it were, thus keeping her in the dark by excluding her from involvement. The transaction was re-opened with the agreement that a portion of the money realized in the sale should be given to Elisabeth. It was completed when the buyer (not Grace the seller) paid Elisabeth. But trust was never re-established between mother and daughter and communication came to an end. Elisabeth remained bitter even after she received the money because the land was out of her hands for good. There was no possibility of reversing the transaction.

As we saw in the Introduction of this book, the mysterious ‘Not for Sale’ signs posted on buildings and land indicate this same mistrust. People holding property collectively are suspicious that one among them may claim the right of ‘owner’ by selling the property behind their backs.

Land Transactions as Temporal Processes

In the case of Stephen’s attempt to gain freehold on his land in Gulu (Chapter 1 on Multiplicity), we saw how land transactions that are registered often take a long time due to the process of acquiring cadastral measurements, documents and land titles. Yet, the process is meant to have an end point; a finality is built into the trade relationship. When it is over, the involved parties are supposed to be equal and done with each other; the former landholders are no longer embedded in relations around the land. The importance of time minimization for closing transactions is testified in the World Bank project on land tenure in Uganda, where success is measured in the number of days it takes to access land records and make transactions. The project states that in 2006 it took 435 days to access records, but in 2018 it was instant, due to digitization. Registering a land sale took 52 days in 2013, and in 2018 it took only 30 days (World Bank 2018). The idea that speed and acceleration in transactions are positive features may be characteristic of late modernity; the price for acceleration is alienation (Rosa 2021). Acceleration in land transactions was a common feature in the global land rush that followed the financial and food price crises in 2007 and 2008 (Gabbert 2021: 4). Yet among the agro-pastoral Arbore in Ethiopia it is said that ‘land cannot be rushed’ – cultivation cycles and movement of cattle have to be timed and tuned, and decisions about land transactions should likewise not be made in a haste (Gabbert 2021: 5).

In the case with the wind turbine, the first transaction was made in haste, from the point of view of the local stakeholders. The transaction was supposed to have ended with the transfer of money, the signatures on the contract and the registration of the sale. But as is often the case, this became the starting point of a conflict and further negotiations that eventually led to a new transaction. In the end, after the second plot was bought, the transaction was concluded, and a

fence was put up around the plot to confirm this. Yet the permanence of the land transaction was perceived as a provocation by some of the inhabitants, who did not approve of this way of governing land. Lemu's daughter Elizabeth expressed her disagreement with the tempo and terms of permanence in the sale. She said that 'this was not proper selling' because the landholders did not get a chance in the rushed sale to understand that the land was gone for good. As mentioned, Elizabeth wished they had suggested that the company rent or lease the land, so that eventually it could be returned to the community.

When land is transferred as part of the entrustment system, there are other temporalities at play. If a father shows a son or wife where to plant their gardens, there is an aspect of duration that depends on need and actual use as well as the social relationship between the involved parties; but the transaction is not permanent as it is when the entire bundle of entitlements is transferred upon sale. When a clan leader like Komol shows people from other clans a piece of land 'they can use for now', it is meant to be temporary, and it is meant to create an ongoing relationship of reciprocity and sharing. It is like the temporality of gifts; they are not expected or supposed to be returned immediately, nor with the exact same value (Mauss 1990 [1923]; Bourdieu 1977, 1997).

First and foremost, gifts cement a relationship of reciprocity between giver and receiver that stretches out over time. In this sense, entrustment transactions of land resemble some aspects of the payment of bridewealth, a process that takes place over many years, and rather than ending a relationship is supposed to open and continue it over time through the continued exchange of gifts. Lentz (2010: 63) found an explicit analogy between marriage with bridewealth and transfers of land among Sisala and Dagara people in northern Ghana and Burkina Faso (and notes a similar parallel among Kikuyu in Kenya). Land, like a daughter or sister, is never totally alienated; transferring rights while retaining a connection is the basis for an ongoing relationship with the other party. Yet as Lentz also shows, the temporal aspects of marriage and affinal relations, like those between land givers and receivers, are liable to different interpretations as years pass. When clan leaders or families show a guest or nephew where to farm in the understanding that this is temporary and with a flexible time horizon, the guest and host may in time come to disagree on how temporary and flexible it is. The guest may refuse to leave, and the transaction thus gains a temporal quality of finality, from the guest's perspective, that may not have been the intention of the clan leader. As Woodhouse and Colin emphasize, referring to studies from Côte d'Ivoire (2010: 3), land transactions sometimes go awry partly because people do not agree on the temporal aspect. Is a transaction a permanent deal or a temporary agreement? Is a transaction a loan with some compensation or is it buying?

The wind turbine company probably wanted a transaction that was final because they had no interest in a longer exchange relation with the local population. From their perspective, this could make their investment seem insecure.

Conclusion

The wind turbine case may be seen as marking the beginning of a (partial) transition from entrustment systems of land transactions, where land rights are embedded in social relations, to market-based transactions, where the whole bundle of land rights is alienated for good. The values involved seem to have shifted from ideals based on trust and reinforcement of social relations to the worth of cash and contracts and a move from collective ownership and transactions to the privatization of resources. But as we have shown in this chapter, such contrasts do not exhaust the issues at play. Chauveau and Colin (2010) point out that we often assume a unilineal evolution from embedded to disembedded land transfers, but in reality both kinds of characteristics exist at the same time, as in the Ik case. Here the transaction was partly embedded, as people could stand on the land and talk about its history and marks of use, and partly disembedded, as information was mediated on paper and even sometimes registered in a government office.

The involvement of potentially interested actors is key to studying transactions. The nature of communication and perceptions of exclusion and secrecy generate mistrust in a transaction and can lead to re-negotiations. Here and in the chapters to follow, we see how power, authority and legitimacy are invoked and sometimes changed in the course of a transaction. The temporal aspects of transactions are particularly important because of the socially embedded and bundled nature of land rights. Insofar as land transfers are part of continuing social relations, their temporal horizons are not fixed, and possibilities for continuing negotiations about specific entitlements remain open. However, in the wind turbine case, the local sellers permanently lost access to the second plot that they transacted to the international company. The transaction of the first plot, inside the forest reserve, was undone by the authorities, but the company had the financial power to simply purchase another plot and close the deal. This points to the issue of inequality in transactions. When parties in a deal are more or less equal, they may be more open to bargaining and keeping the transaction open-ended. When a financially powerful company enters the scene, the rules of the game change, and potentially, if resources are found and something turns out to be profitable, companies can in principle buy the land and make locals landless.

In this situation of multiplicity and potential, the general question remains: what kind of values and moral economy will guide land transfers and to the benefits of whom?

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