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**Legal Issues in Community Forest Management in  
Lushoto District:  
Case Studies and Recommendations**

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**This discussion paper is prepared by Center staff and collaborators. WRI takes responsibility for choosing the topic and guaranteeing authors and researchers freedom of inquiry. Unless otherwise stated, all the interpretations and findings are those of the authors.**

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## **BIBLIOGRAPHY**

## ACRONYMS

DED	District Executive Director
DFO	District Forestry Officer
DNRO	District Natural Resources Officer
DPO	District Planning Officer
GTZ	Gesellschaft fur Technische Zusammenarbeit (German Organisation for Technical Cooperation)
LAFR	Local Authority Forestry Reserve
SECAP	Soil Erosion Control and Agroforestry Project
TFR	Territorial Forestry Reserve
WRI	World Resources Institute
VEO	Village Executive Officer

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## 1.0 INTRODUCTION

In early 1995, the World Resources Institute (WRI) and the German Organization for Technical Cooperation (GTZ) contracted two environmental law specialists to prepare a technical legal analysis on options for sustainable forest management of natural high canopy forests with community involvement in Lushoto District (Hitchcock and Shauri, 1995). The findings and conclusions of that analysis demonstrated that the overall existing legal framework in Tanzania supports sustainable and community management of forests and that different management categories of forests in Lushoto District could use various legal arrangements to strengthen management of the forests. The purpose of this follow-on work is to make specific case studies of the different management categories of forests in Lushoto District to determine whether the various legal options are both practical and necessary. In addition to the case studies, sample language for by-laws and contractual agreements for strengthened joint forest management is included in Appendices II and III. This language is offered as a guiding framework for both the Soil Erosion Control and Agroforestry Project (SECAP) and relevant actors if these legal steps are to be taken. Finally, a set of recommendations is provided for how for further assistance to GTZ/SECAP and others in Tanzania in implementing frameworks for sustainable community forest management.

## 2.0 BACKGROUND

The GTZ/SECAP project has worked on soil conservation issues in Lushoto District for over ten years. In addition, forestry management activities at the community level took place in the District before SECAP's origin in 1984. Community involvement in the past has occurred with tree planting campaigns in the reserved forests, community education, establishment of village woodlots, etc. As a result of this work, the project staff and District officials can see a need for sustainable management of natural high canopy forests, and strongly advocate the need for community involvement to achieve this goal. Indeed, such involvement and requirements of sustainability are provided for in the existing Forestry and Agriculture Policies and supported by several laws of Tanzania, including the Constitution.

However, despite the District and project approaches to the problem, deforestation often has continued and community commitment to reforestation and afforestation has not been sufficient to achieve sustainable management of the natural high canopy forests in the District. One project officer felt that unless communities were directly involved in the management of the forests, all Local Authority Forestry Reserves (LAFRs) in the District would simply disappear. As part of the soil conservation and forest conservation work in the District, it was thought that perhaps stronger legal tools could and should be used to ensure better sustainability and community involvement. Further, as SECAP enters its final phase in Lushoto District in 1996, the District and the communities will more and more rely on their own initiatives, legal and otherwise, to protect the forests.

Community involvement in forestry management has been given many different labels. However, whatever the label, it has been noted that the most important components are the following.

People need:

- a) The ability to participate
- b) Knowledge of what to do and how
- c) Incentives to stimulate them
- d) Institutions to support and sustain their activities.

Government commitment is necessary through:

- a) Legislation or other legal mechanisms
- b) Technical and financial support

The case studies included in this analysis, then, focus on issues of sustainability and community involvement, and, based on the existing legal structures, examine the possibilities which exist in each case to legally strengthen those practices.

The three specific case studies involve areas with different management and legal issues. The first case study looks at two local authority forestry reserves (LAFRs) to see whether options for cooperation in management might exist between the District and the surrounding communities and how such cooperation could be legally strengthened. Both District and community input was solicited. The second case study looks at a public land forest which is protected by District by-laws and is proposed for gazettelement as a Local Authority Forestry Reserve to see what type of legal arrangements could

strengthen the current informal agreements between the District and the communities. In this case also, both District and community input was solicited. The third case study looks at a public land forest which is managed by the nearby village, without any current involvement of the District to see whether legal arrangements could strengthen the village's ownership of the forest while at the same time ensuring sustainable management. In some cases, additional legal issues are raised, such as what are the legal procedures or issues surrounding redesignation of forestry boundaries, etc.

### **3.0 CASE STUDIES**

#### **3.1 CASE STUDY #1: LOCAL AUTHORITY FORESTRY RESERVES**

There are at least seven recognized local authority forestry reserves in Lushoto District<sup>1</sup>, several of which contain natural high canopy forest. Two of the seven reserved areas<sup>2</sup> are almost completely encroached; the others are also facing encroachment.

##### **3.1.1 GENERAL VIEWS OF DISTRICT AUTHORITIES AND PROJECT STAFF ON MANAGEMENT OF LAFRs**

General discussions with District officials revealed that the primary problems in managing all of the LAFRs are lack of staff, transport and funds. Some District officials felt that the LAFRs were managed in a sustainable manner, due to the restrictions on use established by the District Soil Conservation By-Laws.<sup>3</sup> Others, however, expressed the view that much illegal harvesting was still going on although it was difficult to pinpoint from which areas.<sup>4</sup> They noted the heavy dependence on SECAP for financing afforestation efforts and expressed concern about the financial ability of the District to continue with its management responsibilities after the project leaves. They also noted that more

<sup>1</sup> Some disputes exist as to the actual number of gazetted LAFRs. For example, District officials say that there are seven while the list provided by the Forest Division indicates that there are ten.

<sup>2</sup> According to the District Natural Resources Officer, Pararu and Zinge are almost entirely encroached.

<sup>3</sup> See the earlier report for an analysis of these by-laws.

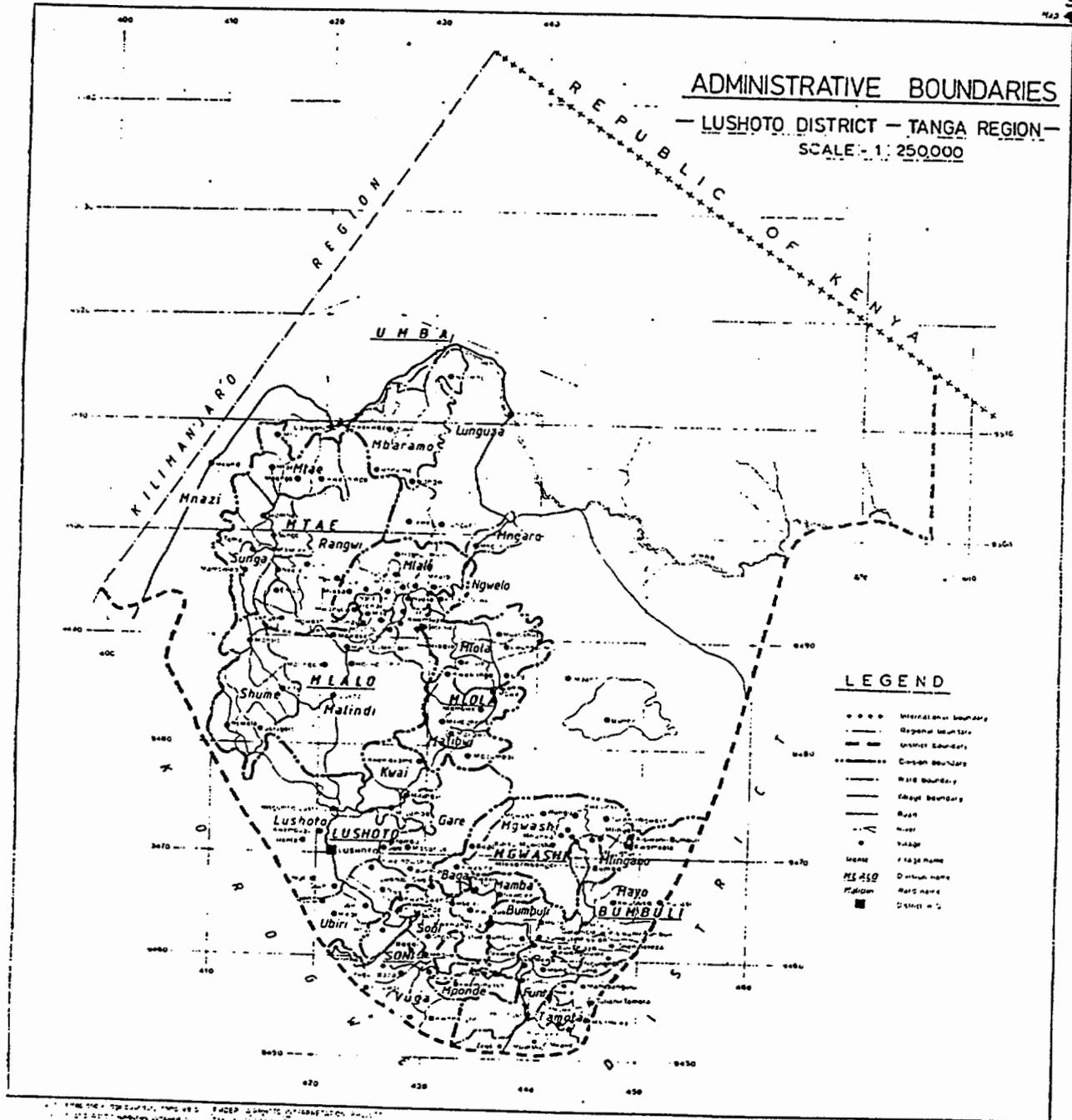
<sup>4</sup> One person suggested that as much as seven lorries with seven ton capacity leave the District each week. If this is true, it would be in spite of the District by-laws, the Forestry and Beekeeping Division's ban on commercial logging of hardwood, and that Division's directive to the District to cease from licensing any uses of the LAFRs.

community-based management might help to alleviate these problems.

Meetings with the District Executive Director (DED), District Forestry Officer (DFO), SECAP Forestry Officers and District Planning Officer (DPO) indicated that the District is very committed to and very serious about increased community involvement in forest management. Protection of the forest is an important goal for the District, both for the tangible and intangible benefits which the forests provide to the District as a whole, as well as to individual villages. District officials were also very supportive of the idea that community forest management be supported by legal structures. The District has already demonstrated its commitment to forest protection through law by passing the Lushoto District Soil Conservation By-Laws, which are the by-laws that reiterate the Forests Ordinance's prohibition on uses in LAFRs without a license or other lawful authority.

District officials, however, expressed several concerns about community management of forests. First, they felt that any agreement, contract or by-laws which promote more community involvement in the management process should be preceded by or accompanied with education regarding sound management of the forest. Otherwise, several people believed that many villagers were unaware of proper management techniques. Second, they noted that it would be important for the District to have some sort of "oversight authority" to make sure that communities were doing what they were supposed to. Again, they believed that communities did not have full capacity to manage effectively without District involvement. Third, they wondered about their legal capacity, as a District, to enter into such arrangements. Project staff also expressed the need to proceed slowly with the whole process, to ensure adequate time for both parties to understand the legal rights, obligations and issues for sustainable management of the forests. The following responsibilities and rights for both parties were outlined by District and project staff for possible community management schemes. These responsibilities and rights would be reflected in either legislation or contract language, or both.

TABLE A. MAP OF LUSHOTO DISTRICT



**TABLE B. POSSIBLE SCHEDULE OF BENEFITS AND RESPONSIBILITIES FOR JOINT MANAGEMENT OF AN LAFR AS OUTLINED BY DISTRICT AND PROJECT STAFF**

RESPONSIBILITIES	COMMUNITIES	DISTRICT
	<ul style="list-style-type: none"> <li>* providing forest guards, pay with cess collected?</li> <li>* making a management plan, in cooperation with the District (it would require identification of trees and areas for harvesting, areas for replanting, areas for specific uses, boundaries)</li> <li>* designate an existing committee, such as the Economic Affairs Committee, to oversee management planning, use, and compliance with the by-laws or agreement</li> <li>* collection of cess for some uses (not specified which)?</li> <li>* tree planting/afforestation as part of management plan</li> <li>* uphold terms of contract, by-laws</li> <li>* go to District for final approval of licenses???</li> </ul>	<ul style="list-style-type: none"> <li>* Extension advise on a regular basis</li> <li>* Obligation to uphold terms of the contract, including permitting communities to exercise their rights and perform duties under the contract</li> <li>* overseeing licensing?</li> </ul>

**BENEFITS**

- \* Protection of their water sources from outside encroachment/ conservation of the forest for future generations
- \* legal right to collect firewood and other sustainable uses (not defined) without having to obtain a license from District
- \* local guards/local control: guards earn money possibly
- \* cess from commercial licensing for fast growing planted trees
- \* Free afforestation efforts
- \* Free forest guards (District doesn't pay)
- \* Conservation of forest which is a legal duty of the District and which also gives tangible and intangible benefits to the whole District and nation

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### 3.1.2 KITARA RIDGE LAFR

Kitara Ridge Local Authority Forestry Reserve was gazetted in 1955 and was managed by the District. However, during the period 1972-84, the dissolution of local government structures meant that the forestry reserve went virtually unmanaged. (Pers. Comm. DED). The original forestry reserve had about 564 hectares, while current estimates are at about 300 hectares of natural high canopy forest. Thus, the LAFR has been heavily encroached. The LAFR is "managed" as a protective area, as are all LAFRs in the District. No licenses are granted by the District.<sup>5</sup> Four villages surround the area.

SECAP recently assisted the villagers to plant a boundary around the remaining natural forest inside the LAFR and had discussions with the local villages regarding the forest's status as a protected area. The villagers agreed to stay outside of the border and those who were living inside agreed to move out of the natural forest area.<sup>6</sup>

Mdando Village, Baga Ward Community Views. One village and one ward official were interviewed. These two community leaders noted that people are aware that entry into and use of the remaining natural forest is prohibited but that they have no other source of firewood because few trees are growing on the farms and the village has no woodlot. They were candid in saying that people were continuing to utilize the forest for a variety of purposes, including firewood collection.

The two leaders thought that the community could sustainably manage the forest if given the opportunity, including guarding entry into and monitoring uses of the forest. Currently there is neither a forest committee nor any forest guards because, in the views of the two leaders, the forest is the responsibility of the District. They suggested that if they were to manage the area, assistance from the District would be necessary in the form of seedlings for planting additional trees in the area, as well as on their farms in their

<sup>5</sup> Due to political pressures, the Ministry issued a "stop order" on all licensing in the LAFRs in Lushoto District.

<sup>6</sup> Due to the heavy level of encroachment up until this point, the boundaries of the reserved area are no longer valid. Thus, the following specific issues for Kitara Ridge need to be resolved. 1) Should the forest be degazetted and regazetted with new boundaries? 2) Should the forest boundaries simply be redrawn without degazettement? 3) What is the legal process for each of these? (See the technical legal analysis for an assessment of the legality of re-drawing borders.)

woodlot. They also thought that in an agreement with the District, the District officials could specify how many times during a fixed period each village would be allowed to use the forestry reserve, so as to sustain its use.

Furthermore, they wanted to form a forest management committee and decided that they would discuss the issue of better managing the forest at the next Ward meeting, which was to be held in the next few days. They were enthusiastic about guarding the forest from unwanted encroachers and either punishing them at the village level or sending them to the DFO for prosecution in court.

Several additional points were raised. First, it was noted that because many of the men are out of the area for work, the issue of firewood not only directly concerns women, but they also make the decisions. Therefore, it was suggested by the two leaders that SECAP work with women to encourage them to plant trees on their shambas. Second, the leaders noted that people were also gathering firewood and using the neighboring territorial forestry reserves (TFRs), BAGA I and BAGA II. They suggested that a cooperative arrangement might be able to be worked out at that level as well. Third, the leaders noted the need to work together with the surrounding villages to ensure that the overall status of the forest is maintained.

The enthusiasm and candor of these two community leaders as well as the proximity of the community to three forestry reserves and their strong apparent need to use the forest makes the Ward a strong candidate for a trial agreement on management of the LAFR.

### 3.1.3 MTUMBI LAFR

Mtumbi LAFR comprises approximately 304 hectares and has not decreased much in size since gazettelement, perhaps due to its steep slope. Mtumbi is located approximately 25 kilometres northeast of Lushoto Town. It is surrounded by five villages. As with Kitara Ridge LAFR, the area is managed by the District as a "protective" forest, and due to the stop order, no permission is granted by District authorities for any use of the forest.

Mnadani Village/Zinga Hamlet Community Views. An elder from one hamlet, and two other community members were interviewed. They noted that people in the community are aware

that the area is a protected area for purposes of bringing rain and supplying water and that those who were farming inside have stopped farming and moved outside after discussions with the SECAP staff. Further discussions revealed that there are some traditional uses which are allowed by the hamlet. For example, people go inside to hunt, gather leaves and fallen wood. Those interviewed believed that they did not need any permission to go ahead with these uses. They also believed that the forest was "their" forest and that they had the absolute right to control entry into the area and that the government cannot issue licenses without their permission. No formal guarding exists on the part of the community although one person who lives near to the forest border does some watching. They rely on the District's forest guard who comes from Malindi (a few kilometres away) from time to time to watch the forest.

When discussing the future of the reserved area with the community members, they expressed a desire for complete control over the forest. They believed that they had the capacity to manage the area well and felt that because it was "their" forest (despite the designation as a forestry reserve), they should be able to take care of it. They felt that assistance from the District should come in the form of guards and extension advice.

#### **3.1.4 STRENGTHENING DISTRICT/COMMUNITY MANAGEMENT ARRANGEMENTS FOR LAFRS: LEGAL ISSUES AND FINDINGS**

It is clear that both District and village officials see the practicality and necessity of involving the communities more formally in some type of cooperative arrangement for management of the Local Authority Forestry Reserves. While certain concerns remain about how an arrangement could be structured to ensure proper management, recognition is present that the current management process is less than successful. The following analysis demonstrates that the current legal structures can support a new arrangement for sustainable management.

Government duties for sustainable management with community involvement. As explained in the earlier legal report, several laws of Tanzania contain language to suggest that the government has a duty to manage *all land for the indirect or direct*

*benefit of all Tanzanians*<sup>7</sup> and to manage the national resources and heritage so that they are harnessed, preserved and applied towards the common good.<sup>8</sup> The Constitution also guarantees all Tanzanians a right to life, which has been interpreted by at least one court to mean that the environment must be preserved.<sup>9</sup> In addition, the District government has the duty to improve rural life, including promotion of the social welfare and economic well-being of all persons in the District.<sup>10</sup> More directly, the 1953 Forest Policy stipulates that forests are to be managed in perpetuity for future generations.

Each of these laws and the forest policy shows that the District *must* act to properly manage all the District's forests, within its governmental authority. The next question, then, is what is the extent of the District's authority and what type of legal arrangements can be made to jointly manage the forest.

What types of legal arrangements are possible? First, the Forests Ordinance permits the District to manage LAFRs by issuing rules or regulations, and by prohibiting or restricting entry into the LAFR. Rules and regulations can be about the management of all LAFRs or one particular LAFR. Authority to make rules and regulations can also include authority to make by-laws. Restrictions on entry can either be achieved by not allowing entry without a license to use the forest *or* through some other form of "lawful authority". "Lawful authority" is not defined by the Ordinance, but, given the flexibility of the Districts to manage their LAFRs by issuing rules or regulations, it appears that entering into an *agreement with a community* would be permitted by the Ordinance as a form of lawful authority for restricting entry.

Second, Districts are given the authority to designate "forest managers" for management of LAFRs. The term forest manager is defined by the Forests Ordinance to mean "a *person* appointed in that capacity", but could probably include appointment of a community or a forest protection committee.<sup>11</sup> A forest manager has the duty to

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<sup>7</sup> Land Ordinance, section 13.

<sup>8</sup> Constitution, section 9 (i) (c).

<sup>9</sup> Constitution, section 14.

<sup>10</sup> Local Government District Authorities Act, No. 7, 1982.

<sup>11</sup> "Person" is assumed to mean something with "legal personality" and therefore includes communities.

"manage the LAFR as an agent for and under the direction of the local authority."<sup>12</sup>

Third, Districts are allowed to issue exclusive licenses for use of an LAFR. An exclusive license could be issued through a contract to one community or a group of communities. Conditions can be included in the license for proper use.

Fourth, while the Minister responsible for Forests has authority to issue guidance to the District with respect to managing the forest, LAFRs will remain in District control unless the LAFR is "mismanaged" and it is in the "public's interest" for the Minister to re-centralize authority regarding management. Under the structures of decentralization, practical management activities for LAFRs fall under the District's authority, while policy and guidance comes from the Ministry. (The Minister also has the authority to degazette a local authority forestry reserve and to issue instructions to the District authorities, pursuant to the Forests Ordinance. However, these sections must be read in light of the policy of decentralization.)<sup>13</sup>

Fifth, through provisions of the Local Government (District Authorities) Act, Districts are established as corporate entities. As a corporate entity, the District may enter into contracts, and sue or be sued. Registered villages also have corporate status and may do the same.

Can the District pass by-laws for a community management agreement and to regulate forest use? The Local Government Act also gives the District authority to establish, preserve, maintain, improve and regulate the use of forests and forest produce, subject to the provisions of any other law. The Act also gives the Districts general authority to enact by-laws or to take other actions to implement its provisions. It should be noted that while new by-laws may not be necessary if the District enters into an agreement with the communities, they may be a good idea in order to strengthen the

<sup>12</sup> While it may seem to communities that this language gives too much District control, the language of a contract/agreement could lessen this weight. Furthermore, utilising the terms of the Forest Ordinance helps to give credibility to the structure of community management.

<sup>13</sup> It should be noted that the Minister's issuance of a "stop order" on all licensing for the Lushoto District LAFRs was intended to protect the areas for the purposes of their designation: Conservation of the catchments. Thus, any future agreement with communities which has the effect of successfully conserving the areas should not be against the spirit of the order and should be within the District's authority given the policy of decentralization. However, this point may need further clarification from the relevant parties.

possibility of new agreements in the future. The District could pass by-laws which automatically establish the structures of management for all voluntarily participating communities<sup>14</sup> or could simply hand over all management of every LAFR to the communities, with conditions in the by-laws.

How do the District Soil Conservation By-Laws Fit In? The District's Soil Conservation By-Laws restrict uses of LAFRs in the District by requiring a license from the District Natural Resources Officer (DNRO) in order to cultivate, graze cattle, or take timber. These by-laws seem to reinforce the Forests Ordinance's provisions, although they do not mention heavier uses. Depending upon which uses the District decides to permit in an agreement for a particular LAFR, the by-laws may not create any stumbling block. However, if any uses will be permitted in the agreement which, in the by-laws, are not permitted without a license, the DNRO must either issue a license for the respective use, or the by-laws will need to be amended to state that no license is required for those uses which are permitted under a community agreement with the District. Alternatively, new community forestry by-laws could simply repeal those provisions which are inconsistent with the new laws.

### **3.2 CASE STUDY #2: CHAMBOGO FOREST (PUBLIC NON-RESERVED LAND, PROPOSED AS AN LAFR AND PROTECTED BY DISTRICT BY-LAWS)**

Chambogo Forest is located approximately 20 kilometres north of Lushoto town and borders seven communities, in which three different tribes are represented (Wasambaa, Wapare and Wambugu). The boundaries incorporate an area of 605 hectares, of which approximately 80 hectares represent natural high canopy forest.

Chambogo Forest is an interesting case. On community initiative, the District attempted to gazette the area as an LAFR but has not yet gone through the legal procedures as specified by the forests Ordinance. The District has followed the normal practices as specified by the Forest Division, which include the process of discussion and agreement with the villagers. (See the earlier legal report). The proposal to gazette the area as an LAFR is currently before the Minister responsible for forests.

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<sup>14</sup> This is the approach selected in the Model B9-Laws, included as Appendix II.

In the meantime, the area came under the legal protection of the Lushoto District Soil Conservation By-laws. The by-laws, as analyzed in the technical legal report, prohibit certain uses in the area without permission from the DNRO. Also, the SECAP project entered into informal agreements with the villages in 1987 for village management of the forests. The purpose of the informal agreement was to engage the villages in regeneration of the major part of the forest area which had been depleted (a future productive zone), as well as to protect the remaining natural forest for their benefit.<sup>15</sup> As part of that agreement, the communities were to establish forest committees, guard the area, and refrain from non-sustainable uses of the area. Users were to get special licenses from the forest committee. The forest was divided into protective and productive zones.

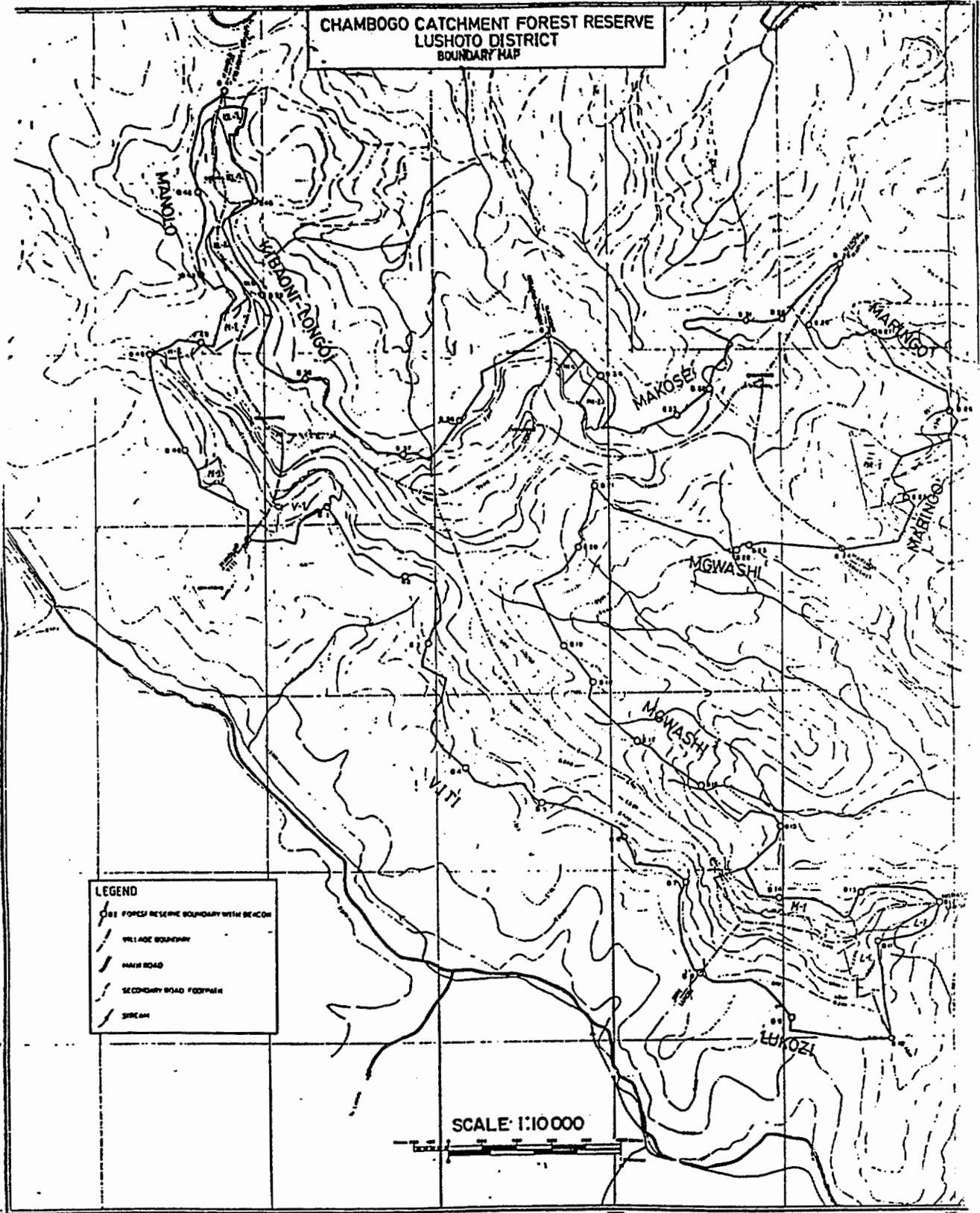
According to the Project Foresters, the SECAP project is preparing a management plan for the Chambogo Forest which it intends to read out to the villages at the time of "handing over" of the forest to the villages.<sup>16</sup> Up until now, some community input has been solicited in preparation of the management plan.

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<sup>15</sup> Samples of the informal agreements are included as Appendix IV.

<sup>16</sup> In fact, this view is incorrect. Because the villages probably "own" the forests under customary tenure, they are in fact handing it over to the District ~~for~~ oversight by participating in the joint process.

TABLE C. MAP OF CHAMBOGO FOREST



### **3.2.1 GENERAL VIEWS OF DISTRICT AUTHORITIES AND PROJECT STAFF ON MANAGEMENT OF CHAMBOGO FOREST**

The District representatives and project staff have worked together to co-operate with communities in management of the Chambogo Forest up until the present. A series of meetings were held in 1987 to encourage the communities to respect the re-planted boundary of the natural forest and to minimize the impacts of their uses of the forest (See Appendix 4 ). Both the District and the project would like to go forward with a formalized legal community agreement for management of the forest area, either now or after it is gazetted as an LAFR, should that option be the best choice.

The types of specific provisions which would be reflected in District by-laws and/or a contract agreement are the same as those outlined by the District in Case Study #1.

### **3.2.2 VIEWS OF REPRESENTATIVES OF VILLAGE GOVERNMENTS**

Two villages were visited which border the area. Both villages have received assistance from and cooperated with SECAP in the past and were actively involved in the process of protecting the area. Each village was in a different position with respect to uses of the forest due to maturity of the trees nearest their village and other factors.

Lukozi Village Community Views. In this village, a forest committee (*Kamati wa Chambogo*) has been created. The chair of the committee is also the Village Executive Officer (VEO). He explained that no uses are allowed in the forest. When questioned further, he noted that some uses are actually allowed, including cutting trees, as long as permission is granted by the forest committee. Users must acquire a permit and pay 300/= per tree. The village also has two forest guards. He also noted that the guards must decide whether someone is allowed into the forest. According to the customs of the village, only men are allowed to plant trees, while only women are allowed to cut them. Permission for harvesting, when granted, must be given to the husband, although the wife will do the actual harvesting. It was not entirely clear from this description exactly what the specific process is for permission of uses. No specific customary laws existed on care and use of the

Chambogo area. No written village by-laws exist either. Lukozi is a registered, demarcated and surveyed village.

The VEO believed that the current system was working well and that people were following the restrictions placed by the District by-laws. When questioned whether the area should remain under village control or be under District authority, he thought that the area should remain with the villages. He also supported the idea that additional legal protection could benefit the existing structures. The VEO suggested that any agreement with the District or additional by-laws should include District duty to: 1) provide seedlings, and 2) provide extension advise.

Viti Village. The SECAP project committee chair (this committee is the equivalent of the *Kamati wa Chambogo* of Lukozi Village) was interviewed. Viti Village, unlike Lukozi, is not using anything from the forest at this time. No one is allowed to enter the forest, except the committee chair, because of the immaturity of the newly planted zone. Two forest guards from the village are permanently assigned. If there is any other communal village work to be done, the guards are excused in order that they may do the forest work. If the village guards catch anyone inside, or seize cattle, the offenders are brought to the forest committee for punishment, which consists of a fine. He noted that illegal entry has not been much of a problem, because the village also has a productive woodlot. Until now, no plans have been made for the process of allowing sustainable uses of the area after the trees mature. The SECAP project officer noted that most of the trees will not be mature for another ten years.

Viti Village is a registered village which has not yet been surveyed, demarcated or titled. No village customary by-laws govern the use of the forest, nor is there a council of elders.

The Committee Chair was adamant that the forested area should remain in the hands of the villages. He also expressed a strong opinion that the villages could and would manage the area sustainably. He noted that assistance from the District in the form of seedlings and extension assistance was important and could be included in an agreement. He also noted that they might need assistance in law enforcement from time to time. The Chairman mentioned that one of the neighboring villages was not managing the

forest very well and that this was affecting the overall forest quality.

### **3.2.3 STRENGTHENING DISTRICT/COMMUNITY MANAGEMENT ARRANGEMENTS FOR CHAMBOGO FOREST: LEGAL ISSUES AND FINDINGS**

Again, the support of the communities and the Districts is present for a joint management regime. The District's intent to conserve the Chambogo Forest is indicated in its inclusion of the area in the Soil Conservation By-Laws. The District has also demonstrated its intent to further protect the area by approving its gazettelement as a Local Authority Forestry Reserve (as mentioned, currently a proposal before the Minister for Forests). In addition, the informal agreements between the communities and the District and project staff demonstrate District commitment to such a framework. The following legal issues arise.

Government duties for sustainable management with community involvement. As discussed above in Case Study #1, very clear duties exist for sustainable management of forests with community involvement. While Chambogo is not yet a gazetted forestry reserve, and is not an LAFR under control of the District, the other laws mentioned above give this duty to the District in any case.

What is the legal status of the area? The Chambogo Forest, as public non-reserved land, can be held under customary or granted rights of occupancy. From discussions with the communities, it appears that the forest is held in common by all seven communities under customary law. This means that they are the proper owners of the land, as permitted by the Land Ordinance. While there may have been customary rules to govern land use of the area at one time, it is difficult to tell whether they are really still in place after the informal agreement with the District for establishment of productive and protective zones. The legal status of the area will change when and if the forest is gazetted as an LAFR.

Are the existing Soil Conservation By-Laws valid? First, as discussed more extensively in the earlier report, Districts are not given the authority to take any land under lawful title (including customary title) unless given permission by the President. Therefore, if the communities hold the land under customary law, the by-laws are valid if they do not "take" that land. (However, if

all seven villages would they have to be party to the contract for it to cover their shared common property.

Second, the Cooperative Societies Act permits groups and individuals to join together to form a cooperative society, in line with the process spelled out in the Act. Cooperative Societies are given legal personality and are allowed to own land in common. Thus, the villages could join together to form a cooperative society, get a right of occupancy over the land to be held by the society, and enter into an agreement with the District for how the land should be managed. Covenants (rules which are legally binding against all parties to a contract) could also entered into between members of the society.

Third, pursuant to the Land Ordinance and the Land Policy, the villages could each get legal "ownership" of their land and over the part of the forest used by them. Legally, each village would have to show its customary ownership over the part of the forest that it would claim for a granted right of occupancy.

Fourth, the area could be gazetted as an LAFR: This has already been proposed. The Forests Ordinance does not permit Districts to declare LAFRs, but Districts may request the Minister to announce his intent to gazette the area. Then, the DFO and other relevant officials must follow the provisions of the Ordinance with respect to notifying the public, beaconing the area, and permitting those with customary claims to the forest or the land to record their rights with the District Commissioner.

Fifth, the existing District Soil Conservation by-laws could be amended where necessary, or new by-laws could be developed which establish the framework for community management. Community management arrangements for private property owners or village titled areas could also be included.

### 3.3 CASE STUDY #3: PUBLIC LAND (VILLAGE) FORESTS

Very little high canopy forest remains on village public land. However, several examples were cited by the SECAP and District staff.<sup>18</sup> If the areas are deemed valuable and important to the District, it may be necessary to assist those communities with management of their forests (like the Chambogo case). No District views were solicited for this case study; it seems apparent from the Chambogo case that where an area is highly valued, the District would probably support community management arrangements.

#### 3.3.1 MALIBWI VILLAGE COMMUNITY VIEWS

Malibwi Village is located approximately 30 kilometres northeast of Lushoto Town. The village is registered and the elders thought that it had been demarcated and surveyed and that it was recorded at the District level. (The village was not, however, on our list of surveyed/demarcated villages in the Ward). The village has its own stand of natural high canopy forest which is protected under communal customary law. The VEO as well natural as several elders of the traditional village council were interviewed. The Malibwi Village Forest comprises approximately ten hectares. Formerly, it was owned by one man but has now reverted to communal village ownership.

The forest has particular value to the community in bringing rain for their crops, and no one is allowed to enter the area, even to take firewood, to allow chickens to feed, or to cultivate (although cultivated fields exist right up to the treeline). While no specific person is assigned to guard the area, it is guarded by the whole village and all villagers know that these are their customary laws. The laws are in written form, according to those interviewed. (These laws could be village by-laws if the village followed the proper procedures of approval. Then they are not customary laws and would not be treated as such by a court of law). If anyone is caught destroying the forest or entering inside, they will be arrested and either brought before the village council or taken to the primary court in Mlola. Apparently, several people have been at least

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<sup>18</sup> In addition to Malibwi Village Forest, public land natural high canopy forest exists in Makole Village, for example.

brought before the village council. No specific committee exists to deal with these matters.

The community members thought that the forest was adequately guarded and that no encroachment was occurring. They had also demarcated the boundary. However, when it was suggested that planting a boundary might help to ensure that no encroachment occur, they thought that it was a good idea and requested assistance from the project and the District to do this. The project forester noted that the natural boundary has, in fact, been encroached by cultivators.

In addition, the village has a village woodlot. However, the community members said that they had not been taking such good care of it as they did not know whether they could thin the trees or not. Also, they thought that some trees had been disappearing. They requested additional expertise/assistance from the District and SECAP.

The community members were not aware that because the land was public land it could be subject to commercial licensing, nor that it was subject to gazettelement or plot allocation. They clearly viewed their community customary laws as supreme and thought that it was impossible that anyone from outside could get permission to enter or use their forest without their permission.

### 3.3.2 STRENGTHENING DISTRICT/COMMUNITY MANAGEMENT ARRANGEMENTS FOR PUBLIC LAND (VILLAGE) HIGH CANOPY FOREST: LEGAL ISSUES AND FINDINGS

Currently, the only District control over these lands comes in the form of District by-laws. For example, in the District's Soil Conservation By-Laws, in addition to restricting access to LAFRs, certain water sources are protected by designating them as restricted and reserved areas. The following legal issues are of interest in strengthening legal arrangements for sustainable use of these forests.

Government duties for sustainable management with community involvement. As discussed above in Case Study #1 and #2, very clear duties exist for sustainable management of forests, even on the public lands, and community involvement is a necessary component of this management.

What is the legal status of these forests? Legally, any forests which are not gazetted as reserved areas pursuant to the Forests Ordinance or other conservation legislation (such as the National Parks Act or the Wildlife Conservation Act), are public land, unless they are "owned" by an individual or a group. As detailed in the earlier legal analysis, ownership can be either customary or granted as a right of occupancy.<sup>19</sup> For the most part, the non-reserved land in Lushoto District is "owned" customarily. However, the law has evolved since independence such that this ownership is perhaps less secure than rights of occupancy ownership. Before approval of the Government's land policy, when villages got a title deed to their land, it could be recognized as a granted right of occupancy. The earlier legal report also argued that a "certificate of village lands" would have the same status. In any case, certain rights exist for both customary and titled land owners, and they are respected by law. In this case study, the forest land is "owned" in common, customarily, by the village of Malibwi.

How strong is the ownership right over the forests? As detailed in the earlier legal report, the answer to this question depends on whether the village has a title deed or a village certificate or not and whether customary land rights can be

<sup>19</sup> In Lushoto District, some land is owned in leasehold, a situation resulting from colonial times. Churches and a tea company, for example, hold land in leasehold which contain natural high canopy forests. (Pers. comm. DNRO).

substantiated. Malibwi Village does not have a title deed, for example, and is not surveyed or demarcated. Only one village in Lushoto District has a title deed. Examples of actions which may affect the strength of ownership rights include gazettement of the area as a reserve, allocation of plots, and use of the forest by outsiders. The law on these issues is as follows: According to the Forests Ordinance, forestry reserves can only be gazetted over public lands, which do not include those under right of occupancy. Additionally, where a plot is allocated to someone else over customarily held lands, certain legal requirements exist to protect the customary rights holders (Bill of Rights of the Constitution, the Land Ordinance and the Land Policy). Third, even if customary laws exist to protect the area, an outsider can come and use the area and it may be difficult for the community to enforce the laws against that person. Finally, commercial licenses may be granted in these forests by the Minister responsible for forests (although a current stop order on all hardwood commercial harvesting has been issued). As discussed in the earlier report, the 1995 Land Policy addresses some of these issues but is not enforceable as law. For example, the Policy indicates that only village assemblies shall have authority to allocate plots and that certain communal areas shall be protected and no plots allowed to be granted within them. In addition, in the future the status of land ownership is supposed to be taken into consideration before commercial forestry licenses are issued.

Malibwi Village was not facing any of these issues, but also was not aware of the current legal framework and not worrying about future problems.

What types of legal arrangements are possible to strengthen community ownership and establish cooperation with the District?

Legally, a variety of options are possible for strengthening ownership of these areas and trying to ensure community sustainable management.

First, a village can, with the assistance of the District, seek a village certificate pursuant to the provisions of the Agricultural Policy, the Land Policy and the Land Ordinance. However, it seems that village certificates (and title over commonly held lands) will give the village stronger rights in the management of the forest area and better ensure community ownership.

Second, with the general authority given to them in the Local Government (District Authorities) Act, registered villages can make written by-laws for management of the forest. In fact, that Act gives a duty of the village council to "plan and coordinate activities of and render assistance and advice to residents of a village engaged in . . . forestry . . . activity . . . of any kind." These by-laws will have stronger authority over an outsider. It is important to remember that village by-laws may not repeal any customary laws, because only an Act or Ordinance of Tanzania can do this. Also, the village may not re-allocate any of the forest land which is held under a granted or a customary right of occupancy without permission of the President, such that the land "owner" has certain rights. The village by-laws cannot make illegal something which is permitted in another law. For example, the village would not be able to prohibit commercial felling on the "public" lands because the Forests Ordinance permits this. However, if the village gets a certificate of village lands or a title deed over village communal forestry lands, land will no longer be public and the village could prohibit commercial felling.

Third, the Local Government (District Authorities) Act permits a registered village, as a corporate entity, to enter into a contract. Therefore, the village could enter into a contract or an agreement with the District for proper management of the forest. A village could probably also enter into a contract with commercial users if its land is outside the authority of the Ministry. It is important to note that there will be no incentive for the village to enter into an agreement with the District unless it benefits in a tangible way, in the short term, from the agreement. Otherwise, the land is technically within the communal ownership of the village and not under much control of the District, especially where the village already has customary laws to manage the forest.

Fourth, the village, under the Cooperative Societies Act, can form a co-operative society, either on its own or with other villages and then try to get a granted right of occupancy over the forest reserve (See the discussion in Case Study #2).

Fifth, according to the Forests Ordinance, a village which "owns" land could enter into covenants with the Ministry responsible for Forests for proper management of the forest. Again, the village must benefit in some way from this arrangement in order for it to be worthwhile.

Sixth, District by-laws could be written to cover community management arrangements for these areas or such provisions could be included in an over-all community forestry by-law. This type of framework would be created under the District's authority to "establish and reserve" forests through the provisions of the Local Government Act. Restrictions on what the District by-laws can do and the specific language of this provision are detailed in other places in this analysis.

Seventh, the area could be gazetted as an LAFR, pursuant to the Forests Ordinance and managed as suggested in Case Study #2.

#### **4.0 CONCLUSIONS AND RECOMMENDATIONS: THE NEXT STEPS**

It is clear that the District and some of the communities which were visited would like to achieve better protection of their forests, while simultaneously reaping sustainable benefits from the areas. It is also clear that some of the communities are not aware of their legal rights or of the current legal structures for forest management. It is also evident from the earlier technical legal assessment, from which the conclusions are reiterated in this analysis, that the District has both a duty to properly manage the forests and enough flexibility within the current legal structures to go forward.

The discussions with both the communities and the District staff also revealed that despite good intentions, some mutual suspicions exist. It is clear that for many years very traditional models of forestry management have been practiced, and that any new arrangements would be quite a departure from the old system of reservation and licensing.

It is certain that attitudes and knowledge will not change overnight, and that any efforts towards increased community involvement be accompanied by education, planning, oversight and careful follow-up. Any agreements could be entered into for a trial period, after which a careful evaluation should be made as to the state of the forest, any problems encountered in management, etc.

Perhaps the most important conclusion is that the process, should it be adopted, proceed slowly enough for all involved to

understand and make a real commitment to its success. For that reason, no time frame is placed on the following steps. However, steps are provided for each of the particular management categories of forest in order to guide the District and the project should community management efforts go forward in Lushoto District. It should be noted that some of these steps may over-lap from one management category to another: For example, because Chambogo Forest is not yet a gazetted LAFR, some of the steps presented for public land (village) forests steps could be taken. These steps should also be read together with the recommendations presented in the technical legal report; some of the steps are a combination of recommendations from that report.

#### **4.1 STEPS FORWARD**

##### **Steps for Local Authority Forestry Reserves**

1. Decide whether to create a community-based management structure in new District by-laws or whether to amend the existing Soil Conservation By-laws. By-laws could also include the contract/agreement mechanism for communities to manage the LAFRs. This is the option selected in the model by-law language presented in Appendix II.
2. Decide whether to enter into a contract with the communities. This could be in addition to the by-laws or standing on its own. See Appendices II and III.

##### **Steps for Chambogo Forest Area**

**Option 1.** Decide whether gazettelement of the area of a LAFR is really the best option. Disadvantages of gazettelement include the possibility of the District later terminating any agreement for village management or revoking by-laws for village management and turning the area over to District management. Also, the central government could opt to degazette the area, or offer "advice" contrary to the village management idea, or, try to convert the LAFR into a TFR. The latter it can only do if it is in the public interest. Advantages to gazettelement mean that the land is specifically under the terms of the Forests Ordinance and the District should have authority over the area to enter into agreements with the communities. As long as the land remains "public" land, the government will always have the right to gazette a forestry reserve

over the area, to grant rights of occupancy (plots of land) and issue commercial licenses (even though no hardwood licenses are currently being granted).

If an LAFR is the best choice, the following steps could be taken.

a) Hold a series of meetings with the communities to explain the legal option.

b) Enter into a contractual agreement with the communities, pursuant to the existing District by-laws. This contract should be intended to continue after the LAFR is gazetted or may be renewed at that point. Note: The contract cannot do anything which is illegal or it will be null and void as a matter of law. Therefore, it probably cannot extinguish customary rights or customary laws unless communities agree to waive their rights after proper notice and opportunity for compensation or agree to "repeal" their customary laws.

c) Follow up with the gazettement process. Because the Forests Ordinance requires a series of steps, such as beaconing, notice, recording and possibility of giving up recognized rights for compensation, the whole process of gazettement must be followed correctly.

d) Once the LAFR is gazetted, enact by-laws for protection of the area, including the opportunity for forest committees to enter into contracts for management of the forest. By-laws are necessary because even if the contract is terminated by either party, some framework for management will still exist.

e) The community should also be designated as the forest manager, pursuant to the Forests Ordinance, to strengthen the legitimacy of the contract in light of the Forests Ordinance.

**Option 2.** Decide whether to assist the villages to have boundaries surveyed/demarcated and get certificates of village land and possibly title to communally held lands. If the village boundaries all extent into the forest, the forest would be divided up like a pie. However, safeguards would have to be established to ensure overall Cooperation with each other and the District. The group of villages could form a co-operative association for protection of the whole forest and then would be responsible to each other. District by-laws could also govern uses of the forest even though it would be "private" property. However, it would not seem as likely that the communities would then enter into an agreement with the District as to how to manage <sup>34</sup>their" property, although the Forests

Ordinance does give the Minister for Forests the authority to advise private owners on how to manage their forests.

If private ownership by villages is the best choice, the following steps could be taken:

a) Hold meetings with the communities together to try to reach some sort of consensus on how the boundaries of each village would be drawn within the forest area.

b) Assist the villages in setting up a structure for jointly managing the forest. For example, a soil conservation and watershed protection committee could be set up.

c) Assist the villages in drafting rules for management of the soil conservation and watershed protection area. These could also be reflected in village by-laws and District by-laws.

**Option 3.** Decide whether to leave things as they are, with the District by-laws protecting the forest, village forest protection committees in place and enter into a contractual agreement with the villages for continued management. The problem with this option is that the land still remains public and is subject to allocation of plots, designation of the forest as an LAFR or TFR later on, and commercial licenses. Thus, the community does not really have safeguarded rights to manage. However, in the meantime the contract would be valid and could be enforced by both parties.

If the best option is to continue the same arrangement as is currently in place with a contract mechanism to back up the agreement, the following steps could be taken:

a) Meet with all seven villages together to discuss the management plan. The villages should be involved in preparing and endorsing the plan.

b) The District could then enter into a contract with the villages to continue with their existing protection and use arrangements, in accordance with the management plan. The contract should be mutually enforceable.

c) If the agreement permits anything which the District Soil Conservation By-laws prohibit without a license, the by-laws may need to be changed before the contract is entered into or it will be

illegal. Alternatively, the DNRO could grant a permit to the individual villages for any uses which are permitted by the contract.

**Option 4.** Decide whether to encourage the villages to form a co-operative society, under the Co-operative Societies Ordinance. If the villages go through the steps of forming a co-operative society, they have the right to own property as a society. The forest could then be demarcated and a communal granted right of occupancy sought. The advantage of taking this step would be that the land would be held as private property, communally, and would not be subjected to gazettelement, others acquiring a right of occupancy, or commercial licensing. With a certificate of village lands, the effect may be the same, but, as noted, the status of these certificates is not entirely clear. Members of the society could then establish some sort of covenants (agreements) for how the land is to be managed, duties of members, etc. In addition to this, it would make sense for the individual villages to get their own title, to reduce any pressures on the forest if land in the villages is lost to outsiders. Another advantage is that the forest does not need to be divided into seven parts. A disadvantage is that the only government oversight would be in the form of by-laws, not in the form of an agreement between the District and villages. However, District environmental by-laws could require management planning for any forest privately held in the District.

If the best option is to form a Co-operative Society, the following steps could be taken:

- a) Additional research should be performed about the exact steps for forming a co-operative society.
- b) Once the co-operative society is formed and registered, it will be necessary for the area to be surveyed, demarcated and a right of occupancy to be requested through the appropriate channels. These steps will probably take some time-consuming follow-up.
- c) After the title deed is granted (or during the process), the villages should meet together to prepare a management plan for the area, and the rules/covenants to govern use of the property in accordance with that management plan.
- d) Depending upon the outcome of these discussions, the District by-law may need to be changed to reflect the uses agreed

upon in the area. Alternatively, perhaps Chambogo could be dropped from the Schedule, which would take it out of the by-laws' coverage.

### Steps for Public Land (Village) Forests

Further discussions should be held about the District's and the project's interest in this area. If there are only a few stands of high canopy natural forest left in the public lands, it may only require minimal effort to assist the relevant villages in acquiring the relevant ownership documents and strengthening their management practices. It should be noted that the main problems facing the village forest profiled in the case study was encroachment by its own community. Further, the village elders and VEO were not aware of the legal structures or possible future legal problems which their forest might face.

1. If it is decided to assist the villages with their forest areas, all of the relevant forest land should be identified by satellite imagery and maps (compared with the already designated reserved areas).

2. Formal discussions could be held with the relevant villages, including extensive discussions about their legal rights and possible future problems with (or threats to) those rights. Assistance could be predicated on the need for a legal agreement between the District and the communities for proper management of the forest such as through a contract/agreement (see the Chambogo case).

3. Villages could be assisted in acquiring ownership documents over their land, which would include survey and demarcation of the village, including the relevant forest area.

4. Where multiple villages have claim to the area, alternative arrangements could be used, such as formation of a co-operative society, titling of the land, and covenants with the Ministry for proper use of the area. A series of meetings would need to be held, and the legal procedures for formation of a co-operative society identified and followed. Then title to the land could be acquired.

## 4.2 Additional Needs and Issues

The viability of legalized community involvement in management of natural high canopy forests of all types will depend, in part, on community awareness and also on District commitment to follow up in implementation of the agreements or other arrangements. This commitment will require: Adequate staffing for implementation of the agreements, including adequately trained extension officers, time and some financial resources. It should be noted here that it is unlikely that any of these commitments would be more extensive than a full-fledged enforcement programme to keep people from using the forests.

In order to strengthen the viability of these agreements, SECAP and WRI could provide additional assistance in the forms of: a) Training extension officers in the implementation of the agreements, including community outreach, mediation, and participatory forest management planning; b) Training of extension officers and project staff in "sustainable" management of natural high canopy forests; c) Training of trainers for community leaders in community mobilization and sustainable forestry issues, d) Financing some of the initial follow-up activities.

In addition, assistance could be provided to the District to identify additional areas of village public land forests for potential joint management. Leasehold and freehold land areas containing natural high canopy forest should also be identified, and the legal implications for their joint management explored.

Several outstanding issues remain which are quite relevant to community-based natural resources management. The first is the status of land tenure, and specifically of village ownership. Despite the attempts to clarify land ownership in the new Land Policy, questions still remain (see the earlier technical legal report) . Until this debate is resolved, it is difficult to know what the full impact of village certificates will be on village ownership. be on village forest lands. Second, it is impossible to prescribe a panacea for all different types of communities which rely on forests for their needs. Some are traditionally conservation oriented, while others are not.<sup>20</sup> Thus, flexibility in any arrangement is critical, as is the proper

<sup>20</sup> For example, the Wambugu are traditionally forest dwellers, while the Wapare and Wasambaa do not have the same cultural traditions (at least at the present time) of conservation of the forests. (Pers. comms. Mbwana, Mboye).

identification of the cultural parameters of the community involved. Third, this analysis has focused entirely on Lushoto District, District authority to enter into these arrangements, and specific cases. However, given the discussions in the Forest and Beekeeping Division about including "village forestry reserve" language in future forestry legislation, it will be important to follow those discussions to understand any impact that they might have on District initiatives in this area.

### 4.3 Final Words

The reality that these case studies bring to light is that despite the existing legal arrangements on paper (reserved areas, by-laws restricting uses, etc.), communities are continuing to use the forests for their basic needs, which can result in gradual encroachments over the boundaries of protected areas and depletion of public land forests. In addition, if it is true that timber is leaving the District at an amazingly high rate, coupled with the fact that the District faces financial, personnel and transport problems, it becomes clear that "prohibiting" or "controlling" uses of the forests will be simply impossible without community support and involvement.

In most countries, the law is usually quite alien from ordinary people and even the officials who implement it. Also, people usually view the law as a way to "punish bad people" rather than a way to establish constructive arrangements towards achieving positive goals. Thus, changing attitudes about the law and its uses are necessary in this case. In fact, using effectively the types of positive legal arrangements spelled out in the earlier legal technical report and detailed here could prove to be the only way forward for sustainable management of natural high canopy forests in Lushoto District. These changed attitudes will also have to reflect the spirit of community management, which is that the law evolves from the bottom-up, rather than from the top-down.

Given the value of the forest areas in Lushoto District, both in terms of human benefits and biodiversity, the time is at hand for the District to meet its statutory duties through sustainable management of the forest resource. As the case studies demonstrate, only with proper community involvement will this be possible. However, commitment on the part of the SECAP project, the District officials and the communities can clear a path for cooperation and better management of natural high canopy forests in the District, and

provide a model for other like-minded Districts. Institutionalizing these efforts through law will ensure their true viability and provide a formula for success.

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## APPENDIX 1. LIST OF PEOPLE INTERVIEWED

### LUSHOTO DISTRICT OFFICIALS

1. Mr. Sayile, District Executive Director
2. Mr. Sabuni, District Planning Officer
3. Mr. R. Hassan, District Forestry Officer
4. Mr. J.E. Titu, District Natural Resource Officer

### SECAP STAFF

4. Mr. J.S. Nandrie, Forester, Project Forest Support Unit
5. Mr. F.J. Mboye, Forester, Project Forest Support Unit

### VILLAGE OFFICIALS AND OTHERS

6. Chambogo Forest Area

#### Lukosi Village

Mr. Bakari S. Tendwa, Katibu Mtendaji wa Kijiji (Village Executive Officer)

#### Viti Village

Mr. Shabani Halmisi, Chair, Forest Protection Committee.

7. Malibwi Village Forestry Reserve

#### Malibwi Village

Mrs. Halima Mwanyelo (Village Executive Officer)  
Several members of the council of village elders (*Wabaloza*)

8. Kitara Ridge Local Authority Forest Reserve

#### Mdando Village, Baga Ward

Athmain Ali Dunchi, Councilor, Baga Ward  
Tullo Jacob Kingazi, Acting VEO, Mdando Village

**APPENDIX II. MODEL LEGAL LANGUAGE FOR DISTRICT  
BY-LAW**

**LUSHOTO DISTRICT BY-LAWS FOR SUSTAINABLE FOREST  
MANAGEMENT WITH COMMUNITY INVOLVEMENT**

1. These by-laws may be cited as the Lushoto District Council (Sustainable Forest Management with Community Involvement) By-Laws, 199\_\_ and shall come into operation on \_\_\_\_\_ of 199 \_\_\_\_.

2. These by-laws are passed in accordance with the following policies and laws:

The Forest Policy of 1953, which states as some of its primary objectives that forests:

a) Shall be demarcated and reserved in perpetuity for the benefit of the present and future inhabitants of the country, [providing] sufficient forested land and land capable of afforestation and that practice of forestry by local government bodies,

b) Shall be managed provide sustained yield of forest produce of all kinds

c) Shall preserve and improve local climates and water supplies, and stabilise land liable to deterioration.

Section 30(3) of the Forests Ordinance, which authorizes the District to make rules or grant other lawful authority applicable to any local authority forestry reserve to:

a) regulate the felling, working and removal of forest produce,

b) regulate the manner and circumstances in which licenses or permits may be applied for, granted, varied, refused or canceled, et seq.,

c) regulate any act liable to cause damage to forests or forest produce;

d) control the entry of persons, animals or vehicles into any local authority forestry reserve, et seq.

Section 118(2)(n) of the Local Government (District Authorities) Act, No. 7, 1982, which authorizes the District, subject to the

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provisions of any other law, to: Establish, maintain, improve and regulate the use of forests and forest produce.

Section 6 of the Land Ordinance and its accompanying regulations, which provides that land, including forested land, may be held under customary communal title, the Agricultural Policy, which provides for village title and the Land Policy, which stipulates that villages may reserve certificates of village ownership, that communal village lands may be titled and that special measures be taken to protect sensitive areas;

3. In these by-laws, unless the context requires otherwise-

"Agreement" means an agreement entered into between the District and a community;

"Council" means the Lushoto District Council;

"Community" means a registered village or group of registered villages with an individual or jointly established Forest Protection Committee(s), in accordance with the guidelines of the First Schedule to these by-laws;<sup>21</sup>

"District" means the District Council or any of its appointees, unless otherwise specified;

"District Forestry Officer" means any officer of the forest department assigned at the District level;

"Forest Manager" means the whole of a community designated as a forest manager, pursuant to the terms of these by-laws and the requirements of the Forests Ordinance;

"Forest Protection Committee" means a committee established pursuant to the first schedule of these by-laws, and may be elected from one or several registered villages;

"Local Authority Forestry Reserve" means a local authority forestry reserve which is gazetted pursuant to the provisions of the Forests Ordinance;

"Management Plan" means a written plan for sustainable management, which may include a map of the forest for which it is prepared and which specifies the allowable uses of the forest, either as a whole, or as sub-divided into particular use-zones, based on the best available scientific information and local knowledge;

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<sup>21</sup> The purpose of this definition is to permit an ecosystem-based approach, where possible. Thus, a community may be defined as all of the villages surrounding a forestry reserve, provided that they have each formed forest protection committees. Then, the District would have the choice of entering into individual village agreements, or a joint agreement with all of the villages.

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"Public Land Village Forest" means any forest which is not gazetted as a territorial or local authority forestry reserve or which is held under a granted right of occupancy, village title or other freehold or leasehold interest;

"Subsistence needs" includes, but is not limited to: gathering fuel, fodder, and medicinal plants and taking water<sup>22</sup>;

"Sustainable forest management" means ensuring that the forest is managed for a variety of uses, but especially emphasizing watershed protection and community sustenance, and that uses of the forest today do not impact the forest such that the same uses will not be sustained for future generations;

"Titled or certified Village Forest" means any forested land which occurs within the demarcated/surveyed area of a titled or certified village;

"Village" includes all villages, whether registered, surveyed, titled or simply existing, unless otherwise specified.

4. These by-laws are made in recognition of the following:

a) Many villages in Lushoto District are dependent upon forests for their sustenance, including for water supplies and other uses such as gathering of fodder, fuelwood and medicinal plants. The forests are also important in conserving the soil for productive farming. Therefore, the District as a whole also benefits from these forests, as they sustain the villages and better the lives of the District residents;

b) These forests also form a unique habitat for many species and are world renowned for their biological diversity;

c) Despite these qualities, both forest areas which are under the authority of the District and those which are on the public lands are rapidly decreasing in size and quality, thereby directly impacting both the benefits to the villages and the District as a whole;

d) These problems are related to improper management and use of the forest areas and must be rectified in order to establish a sustainable management framework;

d) Past legal arrangements have failed to solve these problems.

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<sup>22</sup> As noted below, this term will have to be defined specifically by the District foresters before the by-laws are enacted.

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e) People living near the forests have the best opportunity to solve these problems, along with assistance and guidance from the District and a new legal arrangement should be established to ensure their involvement in sustainable management of the forests.

5. The purpose of these by-laws, therefore, is to:

a) Establish a legal framework for District /community cooperation in management of Local Authority Forestry Reserves, and;

b) Establish a legal framework for District/community cooperation in management of public land village forests.

### Local Authority Forestry Reserves

6. Communities which exist near<sup>23</sup> to local authority forestry reserves and which are dependent upon the reserved area for subsistence needs,<sup>24</sup> may,<sup>25</sup> upon application to the District Forestry Officer, and, subject to the terms and requirements of these by-laws, be designated forest managers for the local authority forestry reserve.

7. Forest managers shall, through their forest protection committees and in accordance with the terms and conditions of a management plan and an agreement, to be prepared in cooperation with relevant District officials, manage the said forest area in a sustainable fashion.

8. Forest managers shall implement the management plan and the agreement through enactment of village by-laws.

9. Forest protection committees shall be established in accordance with the guidelines set forth in the First Schedule to these by-laws.

10. Agreements shall be entered into based on the model provided in the Second Schedule to these by-laws. The specific steps for sustainable forest management of LAFRs with community involvement are spelled out in the Third Schedule to these by-laws.

11. The forest manager and the District shall be bound by the terms of the agreement and the management plan. Failure to abide by the terms and conditions of each may result in cancellation of the agreement and withdrawal of the community's status as forest manager.

12. Any conflicts or disputes arising out of the management process shall be resolved in accordance with the terms of the agreement.

### Public Land Village Forests

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<sup>23</sup> This term will have to be defined by the District when it enacts the by-laws, or decided administratively by the DFO and other relevant authorities, based on the status and impacts on the particular forest.

<sup>24</sup> This definition could be expanded to economic needs as well.

<sup>25</sup> If all communities which apply shall be designated as forest managers, the word "may" should be replaced with "shall".

13. Communities which hold public, non-reserved forest land, either under village title, certificate or customarily, shall<sup>26</sup>, if all communities which apply shall be designated as forest managers, upon application to the District Forestry Officer, and, subject to the terms and requirements of these by-laws, enter into an agreement with the District for management of the forest area. Communities which do not have village title or a village certificate have the right to request District assistance in securing title as part of the terms of the agreement.

14. Communities which enter into an agreement with the District for management of the forest area, shall follow the requirements for forest managers detailed in sections 7 - 13 of these by-laws

15. Nothing in these by-laws shall be deemed to invalidate an existing contractual agreement for community management of an LAFR, provided that all of the relevant conditions of these by-laws are complied with.

16. Any provisions of the District Soil Conservation By-laws which are inconsistent with these by-laws shall be hereby repealed.

Passed by the Lushoto District Council, \_\_\_\_\_ of \_\_\_\_\_, 199\_.

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<sup>26</sup> Ibid, at note 25.

## First Schedule.

### Guidelines for Formation of Forest Protection Committees

The basic guidelines for formation of the Forest Protection Committees (FPCs) are as follows. However, formation should be flexible enough to ensure that differing cultural and other circumstances allow the appropriate structure of organization.

First, FPCs should be democratically elected in order to avoid the possibility of individual or political interests getting in the way of sustainable management. The FPC should then be elected by the Village Assembly(ies) and should represent the whole village's or community's interests in carrying out its duties.

Second, the FPC should have regular meetings to discuss issues related to the forest and implementation of the agreement and the by-laws. A regular number of public meetings should also be held, especially during the initial negotiation of the agreement and the management plan, to ensure that the process is public and fair.

Third, the FPC should take an active rather than passive role in safeguarding the forest for present and future generations and should take whatever steps necessary to carry forward the management plan.

Fourth, the FPC should have regular, ongoing contact with a member of the Forest Division staff.

Fifth, whenever a member of the FPC resigns, new elections should take place to replace that member.

Sixth, specific duties of the FPC as well as terms of service, etc., should be decided at the village or community level, and reiterated in village by-laws.

Seventh, the FPC should, where culturally possible, include at least one woman. Women's role in using and managing the forest cannot be underestimated.

Eighth, where a customary village structure also exists (*Wazee or Wabalozza*), it would make sense to include at least one of these elders in the FPC.

Ninth, it is critical to include one of the forest guards in the FPC to ensure that proper accountability exists.

## Second Schedule

To include: Model Legal Language for Contractual Agreement/Contract Between the Communities and the District (See Appendix III to this analysis).

The contract language which is prepared for Chambogo could be modified slightly and included here.

### **Third Schedule**

#### **Steps to be followed for sustainable forest management of LAFRs and village public land forests with community involvement**

1. Registered villages may form a forest protection committee either independently or as a group of villages. Any individual village or group of villages with a forest protection committee, shall be defined as a community. The forest protection committee(s) should be formed in accordance with the guidelines in the First Schedule.
2. The community may then request the District to designate the community as the forest manager for the relevant LAFR. (Practically speaking, the District will probably need to ensure a fair distribution of the management and use responsibilities between different communities where more than one village is dependent upon the forest resource and may encourage the villages to apply jointly as a "community").
3. The District and the community then prepare a management plan and enter into an agreement for sustainable management of the forest, based on the model provided in the Second Schedule. The agreement also includes the designation of the community as a forest manager. The forest protection committee is named as the implementor of the agreement.
4. The Community enacts by-laws to strengthen management of the forest at the community level.
5. The community, via the forest protection committee, manages the forest in a sustainable fashion in accordance with the management plan and the agreement.
6. Where disputes or conflicts arise, they should be sorted out within the appropriate framework provided by the agreement, the management plan and the by-laws.
7. Failure to abide by the terms of the agreement or the management plan and failure to resolve the resulting conflicts can result in cancellation of the agreement by either party, and withdrawal of the community as a forest manager.

**APPENDIX III. MODEL LEGAL LANGUAGE  
FOR CONTRACTUAL AGREEMENT**

**MODEL AGREEMENT/CONTRACT BETWEEN THE  
VILLAGES AND LUSHOTO DISTRICT  
FOR MANAGEMENT OF CHAMBOGO PUBLIC LAND  
VILLAGE FOREST AREA\***

(\*with translation in Swahili to be attached)

(This text is drafted assuming it would be used prior to gazettelement of the area as a local authority forest reserve, and without changes to the existing District by-laws, which prohibit certain uses. Where the text would change in the event of gazettelement or if the by-laws are to be modified, a notation is included.)

**A. PURPOSE**

The purpose of this agreement is to enable the village of \_\_\_\_\_, in cooperation with the appropriate authorities of Lushoto District, to properly manage the Chambogo Forest Area. The object of the agreement is to bind legally the District and the village government(s) to conserve the forest through the performance of certain responsibilities and by meeting the villagers' requirements of fodder, medicinal plants, fuelwood, etc. This agreement is made:

1) With recognition of the value of the Chambogo Forest Area as a water source and potential provider of materials for basic needs, as well as its biodiversity value;

2) In view of the District's responsibilities, as noted in the Local Government District Authorities Act, to better the social and economic welfare of the District inhabitants and its authority to preserve and protect forest areas, as well as the mandates of the 1953 Forest Policy to manage forests for conservation of water supplies and the Land Ordinance, Land Policy and the Constitution, for sustainable management of natural resources.

3) In light of the District's Soil Conservation By-Laws, which protect the Chambogo area from unsustainable uses, such as cultivation, tree cutting and grazing;

4) With recognition of the community's customary communal tenure ownership of the Chambogo Forest, as permitted by the Land Ordinance and reiterated by the Land Policy;

5) With recognition of the need for the communities surrounding the Chambogo Forest to be involved in and responsible for the management of the Forest, with assistance from the District.

[ post gazettement: "This agreement is made in light of the authority granted to the District in the Forests Ordinance to manage its Local Authority Forestry Reserves by regulating entry into the reserves either through the issuance of licenses OR by giving any other lawful authority and the District's authority to designate a forest manager. It is also made in light of the Forest Policy, which calls for sustainable management of forests with the involvement of individuals and communities. This agreement shall serve as lawful authority for regulating access to the Chambogo Local Authority Forestry Reserve, as authorized by the Forests Ordinance."]

[if the Soil Conservation by-laws are changed to permit communities to exercise uses contained in the contract or new by-laws are enacted: "This agreement is also made pursuant to the District's Soil Conservation By-Laws/the Lushoto District Sustainable Forest Management of LAFRs with Community Involvement, which permit communities to enter into agreements for management of forest areas for uses which are sustainable with conservation of the overall forest"].

## B. PARTIES<sup>27</sup>

This Agreement is made between:

1) The village/community(s) of \_\_\_\_\_, as represented by the village council(s), registration number(s) \_\_\_\_\_ . The term village means all residents of the village.<sup>28</sup>

<sup>27</sup> The agreement could be made between the District and each village or the villages as a group.

<sup>28</sup> Because the villages surrounding Chambogo are not surveyed and demarcated, it will be difficult to establish a geographical line to determine who lives in the village and who lives outside. It is suggested that the villages be surveyed and demarcated and acquire title, in any case.

2) The District of Lushoto, as represented by the District Executive Director.

### C. TERMS OF AGREEMENT

The Agreement shall apply to the area known as Chambogo Forest which covers an area of \_\_\_\_\_ hectares, as defined and mapped in the management plan for the area.

We, the undersigned, do hereby agree to the following:

#### I. Responsibilities and Rights of the Village.

The village/community of \_\_\_\_\_ shall:

1) Care for the Chambogo Forest in such a way that the forest will remain intact for future generations of \_\_\_\_\_ village/community and other villages/communities, for their use and benefit.

2) Follow all of the terms and conditions of this agreement and the management plan attached hereto, including prohibitions on any uses within the protected and productive zones. [This section could include a list of uses which are permitted and prohibited in each of the zones. For example:

Uses which are permitted in the productive zone are:

- \_\_\_\_\_ Collection of fodder
- \_\_\_\_\_ Collection of fuelwood
- \_\_\_\_\_ Gathering of medicinal plants

Uses which are prohibited in the productive zone are:

- \_\_\_\_\_ Cultivation
- \_\_\_\_\_ Burning
- \_\_\_\_\_ Timber harvesting for commercial use.

Mark each with an "x". ]

3) Create and/or maintain a Village/Community Forest Protection Committee, which shall meet at least \_\_\_\_\_ times per

month, and which shall be responsible for overseeing the operation of this agreement and implementation of the management plan, and District and any village by-laws on Chambogo Forest. The Forest Protection Committee shall also be responsible to report to the District Forestry Officer at least \_\_\_\_\_ times per month. The Forest Protection Committee shall be comprised of:

- a) The Village Executive Officer, Chair
- b) Two hamlet residents who live near the forest boundary
- c) Village Forester (any person who has worked with the District or SECAP in the past on afforestation projects).
- d) The village nursery/woodlot attendant, if there is one (or substitute with another hamlet resident).<sup>29</sup>

At least one of these members shall be a woman.<sup>30</sup>

4) Guard the forest to ensure that it is used according to the terms and conditions of the management plan. A minimum of \_\_\_\_\_ guards shall be available to watch the forest at all times. Guarding duties shall include:

a) Ensuring that no one from outside our village or the other six villages listed in the management plan, shall enter into or use the forest.<sup>31</sup>

b) Apprehending and reporting any violators to the Forest Protection Committee and/or relevant forestry officer for appropriate warning or punishment. Seeking assistance from the District or relevant police officials where necessary.

c) Ensuring that anyone from \_\_\_\_\_ community/village who is allowed to enter into the forest records his/her name and specific use in the Forest Protection Logbook, or

<sup>29</sup> This structure is based on the structure which SECAP proposed to the villages in 1987 when they first began to work with Chambogo. The two villages visited had this structure in place; it is logical not to change the already-existing structures. For other areas, however, more there could be more flexibility.

<sup>30</sup> The requirement that one member be a woman was suggested to the villages by the SECAP staff. Based on the findings of the case studies which point to the strong need to include women in the management of the forests, it is strongly recommended that this be a requirement.

<sup>31</sup> Legally, this contract cannot extinguish customary rights to the land of those who are not parties to the contract. This would be contrary to the Constitution's Bill of Rights provisions which require adequate notice and opportunity for compensation. The agreement would operate as a waiver of those rights, and in any case serves as notification, for those who are party to the contract. Therefore, it is valid for the villages who are party to the contract, but not against others who may be able to show customary rights to use or occupy the area. The important definition the is who "lives" in the village.

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for Lushoto District Council

Witnesses

- 1.
- 2.
- 3.
- 4.

Approved:

[Additional points to discuss with the villages and consider including in the agreement would include:

\* A dispute resolution mechanism so that conflicts could be resolved without going to court

\* Financial incentives for the agreement to work, such as the right of the villages to take some timber from the productive zone, based on certain conditions, for commercial sale. A certain percentage of revenues raised could be required to go into a village development fund.

\* A trial period after which the agreement could be extended, or canceled, depending upon its success.]

**APPENDIX IV. SECAP/VILLAGE AGREEMENTS FOR  
MANAGEMENT OF CHAMBOGO FORESTRY RESERVE**

MUHIMBI WA KIKAO CHA SERIKALI ZA

KISI CHA VIJI.

KULICHOFANYIKA TAR 9/4/88.



Waliohuchuisa

- |                           |                       |
|---------------------------|-----------------------|
| 1. Ayube Mupazizi Mwakiti | 8. Rameelani Msaji    |
| 2. Athumani Mgayo K/muda  | 9. Alby Amisi         |
| 3. Issa Hamisi Mjumba     | 10. Hussein Kasimu    |
| 4. Saidi Mbebe "          | 11. Awadhi Musa.      |
| 5. Amisi Sambo "          | 12. Moses Magona      |
| 6. Alby Hussein "         | 13. Rameelani Shabani |
| 7. Shabani Hamisi "       |                       |

Waliohuchuisa.

1. Hussein Sabuni kwa Jacija
2. Bakari Kimo " "
3. Habibu Hussein bila Jacija
4. Mubudi Kasimu " "
5. Amisi Salehe " "
6. Zippora Mwaige K/Magona.

Kupungua Mkutano

Kupungua Mkutano.

Mwenyekiti alipungua Mkutano Mhoro majira yasa 4:30 ambuki, kwa kuwasa wajumbe kwamba hawe watulivu na wankivu vigusi na kutor melimpo wao wamawazo yaodenu.

Agenda 7/88 Utungaji wa Mstari wa Chimbogo.

Baada ya majumbe Mmoja kuoona kitini cha Seap kuhusu utungaji wa mipaishi ya Mstari wa Chimbogo, wajumbe wabanza kuchambua kiperpele laeli kiperpele laeli kufika Ajimio.

Ajimio: Wajumbe kwa pamoja waliku-

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2.1.4. Mikopo ya Pembejeo

19...../19.....			1978./1979.			1979./1980.		
Jumla ya mikopo Sh.	Iliyorudishwa		Jumla ya mikopo Sh.	Iliyorudishwa		Jumla ya mikopo Sh.	Iliyorudishwa	
	Sh.	%		Sh.	%		Sh.	%

2.1.5. Matatizo yohusyo ununuzi wa hazao:

1. HAUUNA CHALA LA KUHFADHA MAZAO
2. HAUUNA MHASIBU

2.2. Yalizo cha Kijama

2.2.1. Shamba la Vijiji

Zao	Ekari zilizolizwa		Kipato (Kilo)		H a u z o			
	Msimu huu	Msimu uliopita	Msimu huu	Msimu uliopita	Kilo		Sh.	
					Msimu huu	Msimu uliopita	Msimu huu	Msimu uliopita
Jumla								

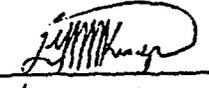
Udumu. Kwa hivyo ukiwa ni msta huu unweze kuwa imara  
ni lazima kuwe na walini kwa kila kitongoji  
ambacho msta huo unapakana. Walini wakisiku-  
kubaliwa na Sekeli ya Kiji ni hawa wafuatao  
hefu elini.

	JINA LA MLIUZI	KITONGOJI
1	Bukari Kasibu	Mbughuni
2	Kasimu Waziri	Mbughuni
3	Salimu Kisa	Mbughuni
4	Ally Mushi	Mahokoi

Pamoja na walini hawa waliochapuliwa  
wataelelewa na kamati ya Secap pamoja na  
hawa vijana ambao wafanya Kazi. Katika botu  
hii. Pamoja na hayo yote zilizo<sup>lazima</sup> hawa kuwe na  
alhabu za kuwatoza wakosofi ambao watahifumi  
Sharia za hizi. Kwa pamoja wajimbe walikubali-  
ana kwamba yote ambaye atavunja Sharia  
ataozwa alhabu ya Sh 1000/- au kupelakwa  
Mhahakamani.

1. Kupanga kikao.

Mwenyekiti alipanga kikao Majlis  
ya Sec 9.15 Alasiri akiwasiliana nasibu  
kwa Wamulimu wao kwa kuchukua msta  
huda waifu sana.

  
Katiibu

\_\_\_\_\_  
Mwenyekiti.

Duka No.	Wastani wa nauzo kwa mwezi	Zinda Ghafla %	Zinda Haliisi %	Uchukuzi (% ya nauzo)	Idadi ya maduka nengine.
I					
II					
III					

2.3.1. Matatizo yaliyopo:

.....  
 .....  
 .....

2.4. Shughuli za Akiba na Mikopo

Tarehe ya kuanzishwa	A n a n a		M i k o p o		
	Idadi ya waweza Akiba	Jumla ya Akiba Sh.	Walio- kopoa	Kiasi kimo- chodhiwa Sh.	Jumla ya mikopo Sh.

2.4.1. Matatizo yaliyopo kuhusu shughuli za Akiba na Mikopo:

.....  
 .....  
 .....

**APPENDIX VI. LIST OF DEMARCATED/SURVEYED AND  
TITLED VILLAGES IN LUSHOTO DISTRICT\***

137 villages total.<sup>32</sup> 37 are demarcated and surveyed. (Of the 37 demarcated and surveyed, one is titled).

**DEMARCATED/SURVEYED VILLAGES (by Ward) (missing several wards)\***

<u>Mlalo Ward.</u>	<u>Lushoto Ward</u>	<u>Soni W</u>
1. Lukozi	1. Gare	1. Sha
2. Mnadami	2. Kwemashai	2. Mag
3. Maringo	3. Lamba	3. Soni
4. Mgaslu	4. Dochi	4. Lw:
5. Malindi chini	5. Toghoi	5. Mbu
6. Handei	6. Ireule	6. Kw
7. Zaizo	7. Boheloi	
8. Wakose	8. Msange	
9. Mlesa	9. Kwemashai	
10. Viwangoi	10. Ngulu	
11. Dule	11. Miego	
12. Ngazi	12. Ubiri	
13. Nyasa	13. Ngului	
14. Hemtoye		
15. Mlalo		
16. Bungoi		
17. Bagai		
18. Mbelo		

\* Provided by the District Land Office. Note that several wards were not included in the list.

<sup>32</sup> All of the villages in the District are registered, according to project staff.

TARIFA YA KIKAO CHA SERIKALI YA KISIWA CHA LUKUZI KILICHOKA  
 MWA T... NE 25/5/33 KWA AJILI YA KUJADILI SUALA KUPOKEA MPANGU  
 WA HIFADHI YA MISTI WA CHAMBUU.

- WALIOHUKUWA:
1. NDO JUMA M. Nduya mlkiti
  2. --- Athumani S. Panda ukisiji
  3. --- YOSIA Sebatua Mjumbe
  4. --- Saleha Jambia ---
  5. --- Sephe Sabuni ---
  6. --- Athumani Samiji ---
  7. --- Aliyek Shelimoh ---
  8. --- YOSIA nekusigu ---
  9. --- ELLY Mndeme ---
  10. --- Saidi Huseini ---
  11. --- M. J. P. A ---
  12. --- YUNUS Abisala ---
  13. --- Ahamadi Bakari ---
  14. --- Ledmani Shuslu ---
  15. --- Majidi Mangata. ---
  16. --- Ramadhani Doty ---
  17. --- Leonaldi Izindwa ---

WASIOHUKUWA:

1. NDO Wilfred Yonazi Bila taarifa
2. --- Hamisi Kagonji - do -
3. --- Rajabu Mgonja - do -
4. --- Leonaldi Mijisu - do -
5. --- MUSSA Ally - do -

- MWA ---
1. KUJUNJUA MKUTANO
  2. KUPOKEA MPANGU WA HIFADHI YA MISTI WA CHAMBUU
  3. KUCHAGUA KAMATI YA USIMAMIZI
  4. KUFUNGA MKUTANO

KUJITIA NA 1/33 KUFUNGA MKUTANO

Mkiti alifunua mkutano mnamo majira ya saa 4.25  
 aubuhi, aliwaomba wajumbe kuwa imetubidi tuwai  
 teni ili kupokea na kupanga Utaratibu wa Utungaji

wa kifadhi ya MStu mlinia Chamboze pia ita tulaziwa  
tume na karuti na tuta tunga Sheria ambaye zita Saidia  
katika hali ya kutifadhi mitikinyo.

AGENDA NAZ/98 KUPOKEA MPANGO WA HIFADHI YA MOSTU WA CHAMBOZE  
Wajumbe walifika miShuma Ulatatibu Uliyo na hata ku  
wajumbe na kuwa mkusugenzi pamoja na viengozi wa  
Shirika la SECAP walifika hapa kijijini na wali tufa  
hamisha sana kumuSu kifadhi hingo na ilifika nika  
kuwa Shirikata SECAP linge penda kusuedi sha hifa  
dhi hingo kama hali maShauri ya Wilaya lakini kama na  
ona mitaka kutoka wazo hili katika vijiji ili vijiji viki  
wigo baasi siku kuo jukumu hilo.

Prada 2. Males: hango kijadala Uliowelekea Wajumbe  
wajumbe hata kutiwa Maswali ili hali kuele wazi  
ili ulasatibu huo na mishi wali afiki wazo hili na  
kutamika kama pamoja kuwa tunafika kifadhi hingo  
Fin wajumbe walifika miShuma zaidi vipengeli kadh  
a ambaye vime mitaji kutunguwa Shusia ili kulinde  
kifadhi hingo naye ni kama ifuataro

1. Mui: Kuchuma moto orge katika mlinia huo unachwa  
mbog wajumbe waliona adhabu iwe sh. 2500/=

2. Kuzima Mui: kama kua barati mbaya moto Ukitoka  
tuo: fagitokume na watu wakagoma moli  
huo kama wamua nakisi. Aki faharika  
kua anayetarifa na kufika adhabu 2000

3. Kuchunguwa Wachungaji wapo baadhi mbili na  
Wachungaji ngombe na wambuzi kondoo  
Hivyo mchungaji una ngombe adhabu yake ni sh 600  
kila - ngombe mmoja na mbuzi na kondoo mli 300  
kila mmoja ama kushitakiwa Mahakanani.

4. KUKATA MUI: Mtu ambaye ataonekana amekata mti  
ama kuta futa ku ni adhabu sh. 2000/= ama kishi  
takiwa Mahakanani

5. KUKATA FITO Mkataji fito ambaye atapatikana na  
hava k: bali kutoka kijiji adhabu kila ufito sh. 500

AGENDA NA 3/83 KUCHAGUA KAMATI YA USIMAMIZI

Baada ya miadala wa kutunga Sheria ambazo zote  
sandi kutinda hifadhi hiyo ndipo ilipo undua kama  
ti ambayo ita Simaria hifadhi hiyo na rikama ifua

1. NOG ELISA Tardiko mkiti
2. --- YUSUF Hemedi katibu
3. --- YUSUF nkigo nyumba
4. --- Ramadhani MUSSA -do-
5. --- Athumani Samiji -do-
6. --- MSaki F.A -do-

AGENDA NA 4/88 KUFUNGA MKUTANO

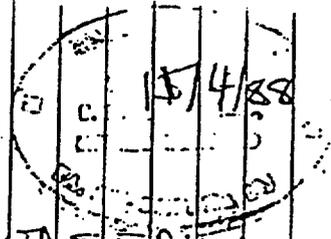
... ilikuwa kiti alifunga mkutano kwa mwanamaji  
... 9 55 Alasifi, alikuwa amekuta wajumbe kwa  
... maumara ambayo yame Saidia kufi  
... na maumara nzuri na ma busara katika sukla  
... la kupika hifadhi hiyo.



KITIBU  
TARIEHE

MWENYE KITI

TARIEHE



MKUTANO WA DHARURA WA SERIKALI -IA  
 KIJISI CHA MANDLO LILIDFANYIKA  
 TAREHE 5/4/1988

WALIOHUNDIRA

1.	Nd. Ademmu	R. Sekondo	Mkiti
2.	"	Binuri S. Hote	Katibu
3.	"	Ali Rashidi	mimbe
4.	"	Hamezi Salimu	"
5.	"	Godson Kitau	"
6.	"	Hassani Ahasi	"
7.	"	Famiel Kitau	"
8.	"	Abdhamani S. Msuya	"
9.	"	Shabani Mshahara	"
10.	"	Twaha Alhamadi	"
11.	"	Ali Juma	"
12.	"	Omar Abdalali	"
14.	"	Ademmu Hamezi	"
15.	"	Rubani Misa	"
16.	"	Amara	"

WASIOHUNDIRA

1.	Nd. Raphael	Baruti	Kwa-antio
2.	"	Emonue Nyaki	" "
3.	"	Elidi Baruti	" "
4.	"	Asii A. Mhera	" "
5.	"	Twahiru S. Shekinyo	" "
6.	"	Missa Selemani	" "
7.	"	Hamza H. Nyorido	kila taarifa

P. T. O. T. A. (2)

(2)

### KUTUNGUWA MUKITANO.-

Mkhitano umetunguliwa na mikiiti mnamo  
Saa 5:00 za asubuhi kwa kuwasilisha  
wajumbe wote waliokudhuria

AGENDA NA ISS KUTAJILI MPANETO WALITUNZA

### JIFAZHI YA CHAMBOGO.

Kabla wajumbe hawajachambuka mbutas  
ri huo kipegele kimoja kimoja walisom  
wa na kuelewa yote yaliyodandikwa ndao  
ya mbutasari huo.

### UCHAMBUZI I. UTANGULIZI:-

Wajumbe walikubaliana kuwa hakun  
la uchambuzi.

### KWENYE RAMANI:-

Wajumbe walikubaliana kuwa baadhi  
ya mawe yamewekwa msali na mpal  
wa miti chini au juu.

### MGAWANJO WA KANDA.-

Wajumbe walikubaliana kuwa haku  
miongeza ya kuongeza wao.

### LIKANDA WA SITA:-

Wajumbe wamekubaliana kuwa mas  
mba yote ya watu binasi yanayozung  
ka au kupakana na msitu huo yawe  
kwame mpakgo wa Mazinga maji P.T.O

Katibu Mkuu

Wizara ya Maendeleo ya Uthunishi na Kazi  
JSM.

Mh. Mkuuzaji Mwendaji (M)

Jushoto

Warako 2/88.

KUKU SAHI KUJIUNGA NA SERIKALI

KUU. AU. SERIKALI ZA MITAA.

---

Kwa hiani yako mwenyewe andika  
bona ya kulubali au kutokubali.

Mimi mjumishi

Ches -

Nakala.

Katibu Mkuu

Wizara ya Fedha Mipango na Uchumi.  
JSM.

Mkaguzi Mkuu wa Mahesabu na Uthibiti  
JSM.

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Mwisho:

Wajumbe walisisitiza ushirikiano  
kati ya mradi na Serikali ya Kijiji.  
Kwa sababu kuna marembo yanay  
kukwa na wataabuu wa mradi  
bila kikitahamisha kijiji.  
Mfano uliojotokeza ni wa mpaka  
umeleta mgogoro chanzo ni wataab  
ni kushirikiano na K/ya Vilele.  
Halafu wataabuu kubadilisha  
mpaka huo bila K/ya Vilele ya  
Kijiji kutotahamishi.

KUFUNGA MKUTANO:

Mkutano ulifungwa na Mkiti  
ninamo saa 10.00 za jioni kwake w  
shukuru wajumbe wote waliohudh  
Aliwahamisha kuwa wataabuu hawa  
wametupa msaada wa bure, kilichoka  
kia ni juu yetu kuitumia.  
Mwisho alionga K/ya Vilele uwe  
macho na wakorofi.

Sahibu ya Katibu

Sahibu ya Mkiti

Beshtete K/kiiji  
M...  
M...

kama ifuatavyo -

1. moto

Kuchoma moto ovyo katika mlime wa Chambogo faini sh. 2500/= asiye kuhali ashiyakiwe Mahakamani

2. ku zima moto

Mara tu moto ukitokea taarifa zite- lewe mara moja kwa wanao husika ukazimwe, na ambaye hatahiriki ahambuliwe kifaa chenye dhamani ya sh. 200/=

3. KUCHUNGA

Aterkaye chunga ovyo faini sh. 1000/= au ashitakiwe Mahakamani.

4. KUKATA miti ovyo

Faini sh. 1500/= au ashitakiwe mahakamani

5. KUUNDA KAMATI ZA HIFADH

Baada ya majadala wa majadiliano wakizingatia umuhimu wa msitu wajumbe walichagua kamati kama ifuatavyo

1. John Kenyema
2. Stanley Kineliko.
3. Daniel Ngwatu
4. Rashidi Mkwizi
5. Jossie Tendiko

m/kiti wa Kamati ni John Kenyema.

CHIAMU CHEM NA MANZO WA MATA

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wanao lima sehemu dizi za na kumanda  
kumashauri kwacha sehemu lizo matokeo  
tutayatumia. Kwa sasa kikao kimependeke-  
za kupata miti ifuatayo: - Mishiwi Mwereti  
n.k.

KWINDA MKUJANO

M/Kiti alivaa wazumbi ya kuwa  
majukumu haya niyeti na iziwe maneno  
kubwa ni vitendo akafunguza saa 9.30 jaa.

#- al.  
S FUNDI  
K/ Kijip

IVI/M/11/4/88

KIKAO CHA MPANGO WA UINZAJI - HIFADHI YA CHAMBOGO

TAREHE 19/4/88

MAHODHORO	1	ELIJAH KARANI	Mumbe
	2	SAMUEL TENDEWA	KITAWI
	3	ELIJAH MNGUMI	Mumbe
	4	AITHUMANI JHEMNGOMA	"
	5	JHABANI KARATA	"
	6	MUSA MESHILI	"
	7	MANASA MAGIRI	"

DONDO I/88

Kuipokea mpango wa Uinzaji wa Hifadhi ya Chambogo

II/88

Kuchagua kawala ya Usimamizi wa Chambogo

KUFUNGA MKUJIANO

Khof. Kiti alifurua Mbutani mwanu sasa 4.30 akiwashukuru wapumbe kwa mahudhuro yao. Alieendelea kurofahamisha wapumbe kuhusu Mapikumu mbali-mbali ambayo walitakuwa wayaswani, alieendelea kusema hi pamoja wa haya ambayo yako mbale yetu kwa sasa.

Baada ya kufunga mbutani wapumbe walisomea wa utaratibu wote ambao ulitayarishwa na Secap wapumbe walipokea kwa furaha.

Wapumbe walieendelea kujadiliana na kutoa mapendekezo yao kama ifuatavyo:

- (1) Ambaye atachoma moto oyo afainiwa sh. 200/= au mahakamani
- (2) Ambaye atasoma moto kisha hakutoa karife au kila wakwenda kuzima chupatiba wa atakuwa faini sh. 100/=

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II/88 Kiwanda Kawati ya Kisiwani HIFADH ya Chumbago

Barada ya kusomwa chondoo hii wajumbe walipehota wafahamishwe, kuhusini wa kawati jenyewe  
Wajumbe walielimishwa kuwa Kawati hii itataliwa kuwa wa Mofkiti wale na katibu wale kisha ita kuwa ndiya inayungalia HIFADH kwa jumla

- Kwa kifalaa ndio waliochaguliwa
- |             |           |          |
|-------------|-----------|----------|
| Mofkiti     | Shabani   | Karata   |
| Katibu      | (2) Ayubu | Tendwa   |
| (3) Ajumbe  | (3) Saidi | Sehurubi |
| (4) John    |           | Mzungu   |
| (5) Shabani |           | Majidi   |
| (6) Joel    |           | Pindi    |

Kawati hii imejaribu kuwagalia Sehemu ya Ukanda wa Saba, hasa Sehemu zilizo ni Chemchem na vyango vya Maji walipewelekezwa miti itamwe au ya

Mishai, Mlungu, na mwebeti,

Wajumbe waliendelea kuisema kama miti hii ita kuwa mara tu barada ya kupewelekezwa itakuwa vizuri kwa ajili ya kuendelea kutunza Sehemu hizi

Kuhusu Sehemu zenyewe mivati za wata binafsi

Wajumbe walipendelea kuanza sasa wafahamishwe kwa barua kuwa kuanza sasa wawone mivati jao na mpaka mwaka 1980 wawe wameondoa kabisa na kuacha maeneo hayo miaka (2) zaidi kuanza sasa

Mofkiti alifurija mlutano mwanu cas  
8.30 Mchana aliwashukuru wajumbe kwa uamini wa wao wa siku vizima kila kachoko

Ki Somo

OHAMA

CHA MAPINDUZI

Ki Taw

*[Signature]*  
OHAMA CHA MAPINDUZI

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KIISI CHA K/LONGOT

15/8/1988

JAH. KIKAO CHA SERIKALI YA KIISI CHA  
KUPITISHA MUHTASARI WA MPANGO WA UTUNZI-  
AJI WA MSITU WA HIFABH YA CHAMBOGO  
KIKICHOFANYIKA LED TAREHE 15/8/1988

WANIHUJURI:

1. FILIMONI D. MNAVU - MWENYEKITI KIISI
2. SILIVANO. MVUNGI - KATIBU
3. AJUBU H. MANINGO - MSUMBE
4. SUFURIANI HUSENI
5. RAMADHANI NJARI
6. KAHEMA J.S. KAHEMA -
7. MUSA. S. MWETA
8. MUSA ABASI
9. HEMEBI KOLOKOLO
10. JOSUFO HAMISI
11. IDDI S. MNAVU
12. ALI KAHEMA
13. SELEMANI KINGAZI

AGENDA:

- (1) KUFUNGUWA KIKAO (2) UCHAMBUZI WA MUHTASARI
3. UCHAGUZI WA KAMATI YA MSITU
4. KUFUNGA KIKAO

KUFUNGUWA KIKAO: Mwenyekiti alifung.  
Kikao liki mmamwa wa saa 5.30 mchana

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Kwa kuwaomba wajumbe wote kuwa

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watuliwa na wasikivu. wakati watakapo-  
Somewa Muhtasari wa mpango wa utun-  
zaji wa Chambogoli kama kuna mare-  
kebicho au marago ya aina yoyote  
waweze kuyaeleza na kuyajadili na  
kuyasandika. Mwenyekiti alipokuwa aki-  
zungumza na wajumbe alitoa pongezi kwa  
Mradi wa Utunzaji Ardhi, Mkurugenzi Mfundaji  
chama cha Mafundaji Wilayani kwa kazi  
kubwa waliyofanya ya Kurudisha hadhi  
ya msitu huu ambao uliathiriwa vibaya  
na pamoja na Kurudisha hadhi kwetu wa  
ne. Vijiji. Alisema ingawa kutunga si jumbo rali-  
si lakini Vijiji kama Serikali vitaonyesha moyo  
na unyago wao kabo.

~~UCHAGUZI WA KAMATI YA MSHIRI~~  
UCHAMBUSI WA MUHTASARI WA UPUNZATI  
CHAMBOGO.

20

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Katibu aliwasaonea wajumbe wote Muhtasari  
huu kipengele kimoja hadi kinyume na wajumbe  
walisikiliza kwa makini mahali ambapo huan-  
!kielewa walieleweshwa hadi murisho.

MAONI! Wajumbe wote kwa pamoja wali li-  
wafiki Muhtasari huu na kusema una-  
faa ili kipengele kilichogusa mipaka  
ya Vijiji - walionba kwa ngogoro wa  
mipaka kati K/Longoi usuluhishwe makama  
na K/Longoi warudishiwe Sehemu yao.

Katika Sehemu iliyotaja chemchemi  
walisema kwa kura K/Longoi tulichatanga  
Eneo la Chemchemi ambalo lilipimwa na  
Kuitwa (LONGOI SUBCATCHMENT) ingawa lipo  
chi nje ya mipaka wa hifachi wachanba  
kazi yake iendele kama lilivyopimwa na  
miti ipelekwet hapo ipandwe watailinda na  
mtu anayefishi upande wa juu wa Chem-  
chemi hiyo wiliyo. Isaidie kumhamisha  
maana Eneo hilo maji yake yana unuki-  
nu kwa Kijiji Kizima - wajumbe watio-  
nba hivyo.

UCHAGUZI WA KAMATI JA MSITU YA KISISI

Baada ya wajumbe Kupitisha Muhtasari huo, walichagua Kamati ya Kuangalia Shughuli zote za msitu pamoja na uligi na uwetaji kumbukumbu za maaulio mbali mbali Kamati hii inaendesha Shughuli hii chini ya Serikali ya Kiji. Kamati hii ina jumla ya wajumbe 8 hivi:

Kamati hii itatambua kina macho na kihalikisho hakuu uherikifu wa aina yoyote ute ndani ya hifadhi.

KUFUNGA KIKAO.

Mwenyekiti alifunga kikao muamano wa saa 11:30 jioni akiwashukuru wajumbe wote kwa uhusiano wa Katika Kupitisha Muhtasari huo, pia aliwamasa wajumbe kina macho katika kubunza Eneo hilo. Ambalo manufa yaake ni kwa wenzekiji wa hapa na vijazi vijavyo. Aliwataka warudi makwa Salama.

Mwisho

SAAHIHI YA MWENYEKITI # 01/11/2011

15.5.11

MKUU SECAP LUSHOTO  
SLP 72  
LUSHOTO  
KKK MBURGE WA Jimbo  
La mlalo

RECEIVED	Kiipishi Mbalu
19 JAN 1995	SLP 117 mlalo 16/1/95
FILE:.....	

UHARIBIFU WA IPATHI YA MSITU MTUMBI NA MAKOLE  
Lakusikitisha ni iribifu wa miti iliyo pandwa na  
SECAP kwenye hifathi hiyo imesababishwa na  
mifugo kuchwang'aa kwenye hifathi kukatwa  
miti kuchomwa moto na katalika. wanao  
lisha mifugo yao ni ndugu anaye ishi  
ya mtumbi na ndugu kuchungia hifathi  
kuchungia Bombo makole kwenye hifathi  
WOTE kwapamoja wamepewa itini na  
Viongozi wa Kijiji na kigogo  
aliye hania mlalo vigogo hawo wamepewa  
mfuko na wafugaji hawo anaye lina  
hifathi hiyo hutishwa na vigogo hawo  
tuna aliwahi kushita w. nahakama mlalo  
kwa uzushi tu na vigogo hawo utaji  
wa vizazi vijavyo unaharibiwa na vachache  
fika uone mwenyewe

wako

→ Mr. Nandire pls. discuss

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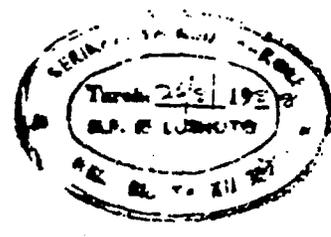
**APPENDIX V. COMPLAINT LETTER ON FOREST  
ENCROACHMENT WRITTEN BY VILLAGER**

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THE DISTRICT

- 1. TOMASI MOBI
- 2. SHARIFA ABU
- 3. KIKATI MOBU
- 4. AROHI EKIMAGZE
- 5. ELIMUJI JOSUPH
- 6. SALIMU AJUBU
- 7. STEFANI MUNGU
- 8. ELIISON SALIMU
- 9. ELIISI PONGU
- 10. ELIISI HINGU
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- 14. ELIISI MATIA
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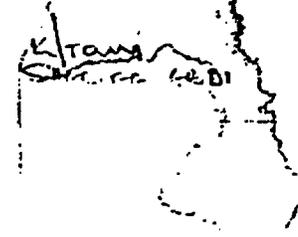
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AGENCI

- 1. KUNDA KIVU
- 2. KUNDA UMARI YA ULINZI HIFADHI MALINA CHITWOTO
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