

**Struggle for Life and Land**

**Socfin's Rubber Plantations in**

**Liberia and the Responsibility**

**of Swiss Companies**



BREAD FOR ALL



This report was written in close collaboration with and based on the work and expertise of the Liberian organizations Alliance for Rural Democracy (ARD), Natural Resource Women's Platform and Green Advocates International, who have been in touch with the local communities for many years and have repeatedly brought their issues to the public.

### About Green Advocates International, Natural Resource Women's Platform and the Alliance for Rural Democracy



Green Advocates International is a Liberian-based non-profit, public interest law, environmental and human rights organization working to advance a wide range of issues through legal aid, consultation and support for the victims of environmental and human rights violations. It develops context-specific programs to empower poor rural, urban slum and squatter communities to participate in decision-making processes in the management of Liberia's natural resources and its economy. It supports the public's right to know, and assists in drafting and enacting appropriate policies and legislations on good governance. It also promotes transparency and accountability in governmental activities and provides assistance in the strengthening and enforcement of existing environmental and human rights standards.



The Natural Resource Women's Platform serves as a forum for amplifying the voices of historically under-represented women in Liberia. It is a place to share ideas and experiences of women about the struggle for their daily livelihoods. The Platform works with both rural and urban women in Liberia to highlight challenges they face and then design strategies to engage relevant stakeholders in addressing concerns about women's rights in the country.



The Alliance for Rural Democracy (ARD) is a network of Community Based Organizations (CBOs) as well as pro-poor enterprising informal sector organizations from across Liberia, working in solidarity actions to address the numerous problems confronting and affecting rural poor, urban slums and squatter communities, pro-poor informal sector institutions and newly emerging and independent labor unions in Liberia. The ARD has membership in all of Liberia's 15 political sub-divisions.



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## Struggle for Life and Land

# Socfin's Rubber Plantations in Liberia and the Responsibility of Swiss Companies



The rubber plantation of the Salala Rubber Corporation (SRC) covers an area of around 4500 hectares. © Bread for all

## Executive summary<sup>1</sup>

### I. Key findings

The two Liberian plantation companies Salala Rubber Corporation (SRC) and Liberian Agricultural Company (LAC) hold concessions of over 128,000 hectares in Central Liberia. They have been accused of repeatedly abusing international human rights-based standards. The Luxembourgish company Socfin owns SRC and LAC as well as several Swiss subsidiaries, including Sogescol and Socfinco. Activities of these companies have deprived affected communities in Liberia of the use of their customary land to a high degree. All of the subsidiary companies, including the Liberian plantation companies, have

the responsibility to prevent and address human rights abuses according to the United Nations Guiding Principles for Business and Human Rights.

On the basis of their research, the authors of this report conclude that the following rights violations and human rights violations have happened on the SRC and LAC plantation areas in Liberia:

- The plantation companies violated the customary and sometimes even private land rights of community members when they developed and expanded the plantations on

community customary land. Research related to this report found that at least 37 villages since 1959 are affected, including 24 villages that lost their customary land after Socfin bought the plantations.

- People in many of the communities covered by this report were insufficiently consulted about the plantation expansions, did not give their consent and were forcefully evicted from their customary lands. Compensation payments, where they were made, were in most cases insufficient to compensate for the losses.
- As a consequence of the plantations encroaching their customary lands, customary land rights holders can no longer access their land. Food security has deteriorated and access to water has become difficult for many of the interviewed people.
- Families in affected communities face increasing difficulties in sending their children to school because of the loss of farmland combined with meager employment opportunities provided by the plantations.
- Plantation life is ridden with violence and threats, particularly against women and human rights defenders.

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### BOX | The plantations

#### Salala Rubber Corporation (SRC)

- History: concession granted in 1959, bought by Socfin in 2007
- Concession size: 8,000 ha
- Planted area: 4,577 ha
- Affected villages considered in this report: at least 23 villages (at least 10 from 2009–2010)
- Number of workers: 1,381 (2017, about 75 % not permanently employed)
- Rubber production: 2,034 metric tons per year (2017)

#### Liberian Agricultural Company (LAC)

- History: concession granted in 1959, bought by Socfin in 1998
  - Concession size: over 120,000 ha
  - Planted area: 13,192 ha
  - Affected villages considered in this report: at least 14 villages by 2005
  - Number of workers: 4,456 (2017, about 50 % not permanently employed)
  - Production: 18,793 metric tons per year (2017)
- 



Rubber production at the Liberian Agricultural Company (LAC) plantation. © Bread for all



## II. Socfin's connections to Switzerland

The LAC and SRC plantations belong to Socfin, a rubber and palm oil company registered in Luxembourg. A considerable part of Socfin's subsidiaries and branch offices are located in the Swiss town of Fribourg (section 2.2).<sup>2</sup>

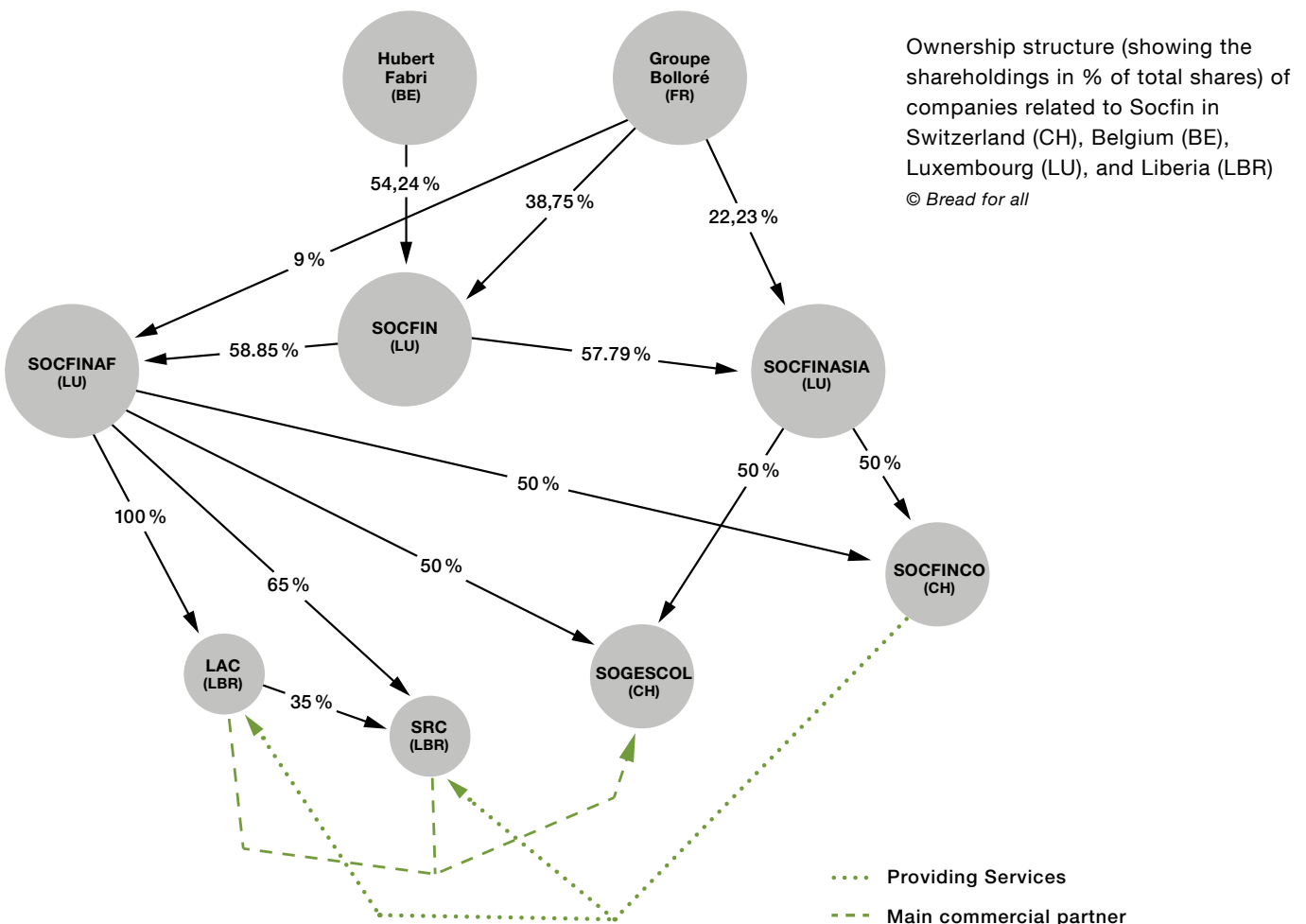
The corporate structure of Socfin is complex and convoluted. But it is clear that one building in Fribourg, Switzerland, manages virtually all the rubber coming from Liberia. The Swiss company Sogescol is responsible for all of the rubber trading, and the Swiss company Socfinco administers the management and sustainability advisory services for these two plantations. Swiss branch offices of the companies owning the plantations (Socfinaf and Socfin) are located less than 2 km from Sogescol's and Socfinco's headquarters. Based on the author's analysis, the two Swiss companies therefore exert crucial influence and, in the case of Sogescol, even de facto economic control over the two companies LAC and SRC in Liberia.

The Swiss companies have close business relationships with the Liberian plantations. According to the United Nations

Guiding Principles for Business and Human Rights, they therefore have the responsibility to avoid adverse human rights impacts linked to the business operations of LAC and SRC in Liberia. Based on their research, the authors assume that the human rights protection measures taken by the companies in Switzerland are not sufficient to prevent human rights abuses in the places where these companies are operating. Rather than implementing due diligence procedures required by international standards, in some cases, human rights abuses have been covered up.

Additionally, both SRC and LAC have received loans (SRC: 10 million USD in 2008 and LAC: 3.5 million USD in 1999) from the International Finance Corporation of the World Bank (IFC) for the development of their plantations (the LAC loan has been repaid). Both the Swiss government and the Swiss banks are important IFC partners (section 2.3).

Companies are expected to conduct themselves according to international standards to ensure that the rights of the people affected by their activities are respected, and that open and transparent consultation processes with affected communities





Latex flowing into a cup on a smallholder rubber farm.

© Bread for all

are implemented. Namely, the relevant standards are the Universal Declaration of Human Rights, the International Covenant of Economic, Social and Cultural Rights, the United Nations Guiding Principles on Business and Human Rights (“UN Guiding Principles” or UNGP), the OECD Guidelines for Multinational Enterprises (“OECD Guidelines”), and the International Finance Corporation Performance Standards (“IFC Standards” or IFC PS). The latter are widely accepted as the minimum standard of doing business and are closely connected to the UN Guiding Principles.

### Rubber – a controversial commodity (section 2.1)

Natural rubber is harvested predominantly from the rubber tree *hevea brasiliensis*. Most of this natural rubber is produced from rubber trees grown on monoculture plantations confined to tropical areas. The global land area devoted to rubber doubled between 2000 and 2016 to 12.9 million hectares – more than three times the area of Switzerland.

The increase in land area for rubber production worldwide has led to forest destruction, land grabbing, and severe social and environmental problems. Although most of the land used for rubber production is in Asia, about 1.6 million ha of large-scale land acquisitions designated for rubber production since 2009

are located in Africa. Among the most targeted countries is Liberia.

Natural rubber is needed for industrial use in tires, belts and adhesives; outdoor use in clothing, boots and shoe soles; health use in medical equipment, condoms and pacifiers; household use in rubber bands, tubes, balloons and mattresses; and recreational use in balls and other sport articles. Globally, the production of natural rubber increased from 5.8 million metric tons in 1994 to 13 million metric tons in 2016 and 2017, and it is expected to increase further.

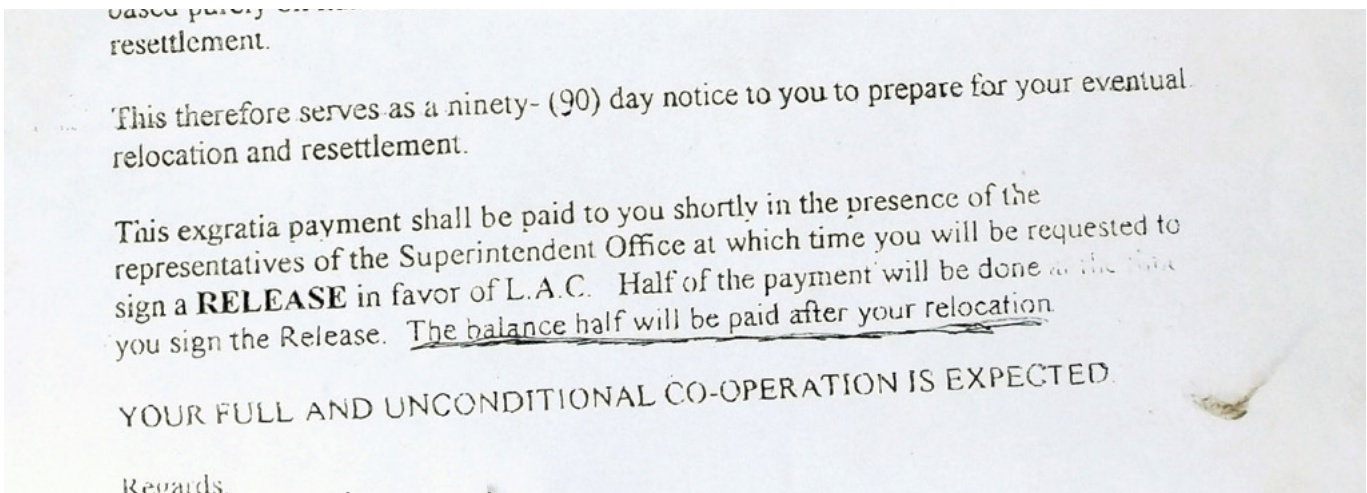
In 2017, Switzerland imported roughly 100,000 metric tons of natural rubber. Consumers in Switzerland buy about 9 million tires each year (around 7 million for private cars). Apart from the imported rubber, Switzerland is a trading hub for agricultural commodities that include rubber. Sogescol alone trades roughly 1% of global rubber.

### III. Violated land rights in Liberia

Based on the authors’ analysis, the operations of the SRC and LAC plantations in Liberia have violated international standards relating to land, resettlement, consultation and consent in several ways. Sections 3.3 and 3.4 of this study detail evictions of communities from the SRC and LAC plantations.<sup>3</sup> Communities in rural Liberia often hold customary land rights to their ancestral lands (see analysis in sections 3.1 and 3.2), but these land rights have a history of being violated by the government. The SRC and LAC concession agreements seem to be a continuation of this history.

“When the company came in, we were told that it was going to improve our lives and so we accepted it. We took the company to be our mother company because we were thinking that it was a blessing for us. We did not know it was not a blessing, but a hell.”  
Farmer in Gbanfein<sup>4</sup>

The concession agreements were signed by the government and the previous owners of SRC and LAC in 1959 without the participation or even knowledge of the people already using that land. The rent is still paid to the government, and the people with customary land rights receive none of it. Owing to the contract from 1959, Socfin pays over 350,000 USD yearly less than it would with a more recent contract – at expense of the public purse in one of the poorest countries in the world (see sections 3.1 and 3.2).



LAC Eviction notice to Saw Mill from 2004 © Bread for all

Based on an analysis of the legal framework, people affected by the SRC and LAC plantations have longstanding and recognized customary rights to the land that is now under the plantations' concessions. According to the authors, Socfin's due diligence should have included an investigation of the concession agreements and the land comprised therein with regards to customary land rights by the time that Socfin acquired these two concessions. Socfin should have been cautious that government authorities could have illegitimately, and possibly illegally, used its force to take that land. Local communities have voiced their views on these matters ever since they became aware of the concessions infringing on their customary lands.

*"We have been here a long time, we are not squatters. Our people were living in this place before Liberia even existed as a country."*

**Elder in Zondo**

Since the concession agreements were signed, areas have been selected and "developed," meaning they were cleared of forest and planted with rubber trees. The concession agreements should not have included encumbered areas (including areas held under customary rights) without acquiring consent from the rightsholders. To the knowledge of the authors, this consent was not given. This encroachment on customary land has led to long-lasting hardships and conflicts. The current concession owners, SRC and LAC, must address these land legacy issues.

Recent plantation expansions have occurred under Socfin ownership: the latest expansions began in 2009 in the SRC

concession areas, and in 2004 in LAC's concession areas. During these expansions, the plantation companies violated customary land rights and in certain instances also their formally titled, private land rights, for example in the villages of Kuwah, Gorbor and Daokai affected by the SRC concession area. People lost land they depended on for farming. In at least eight communities, sacred forest or gravesites were destroyed.<sup>5</sup> The sites where the towns and gravesites used to stand are now plantation areas.

People from the two communities of Garjay and Lanco in the SRC concession area were forced to abandon their villages in the face of bulldozers destroying their crops and intimidation from company workers overseeing the destruction. The population of the villages was typically a few families.

#### **No meaningful consultation**

People affected by a company project have the right to be meaningfully consulted – and in certain instances, their consent is required – based on Liberian Law as well as on the above-mentioned international standards and frameworks (see chapter 1 and sections 3.1 and 3.2). The IFC Performance Standards clearly state that a company cannot offload its duties of stakeholder engagement to the government. Rather, the company must conduct a complementary process if the government's process is not sufficient.

*"People left one by one. How could we stay?  
When the yellow machine [bulldozer]  
is coming, you cannot stay in the village. ...  
When they start digging, you are afraid to stay."*

**Elder from Lanco**

The community members interviewed for this report, on whose customary lands the plantation companies encroached, revealed that they were not meaningfully consulted, let alone asked for their consent. Rather, they recounted how evictions from their lands and villages took them by surprise and in several instances were accompanied by threats and violence.<sup>6</sup> Several plantation expansions happened just after or throughout Liberia's Civil Wars (before Socfin was the full owner). Customary land was taken while people had temporarily fled their homes. In this light, consultation should have been conducted with much caution and care (section 3.2.2 and 3.1.2).

The IFC Performance Standards clearly require consultation of affected people in an inclusive and culturally appropriate manner (IFC PS 1, Art. 21), including ensuring their free, prior and informed consultation and informed participation (Art. 22). Lack of meaningful consultation is a violation of these standards. For stakeholder engagement to be meaningful or effective, affected people must understand the scope of the project ahead of its implementation and impacts. This report strongly suggests that meaningful consultation did not occur and that the procedures of SRC and LAC do not live up to the IFC Performance Standards and other international frameworks' requirements of free, prior and informed consultation and meaningful participation.

### Being worse off despite compensation

The international frameworks mentioned above also require that if companies have caused or contributed to adverse impacts, affected people must be adequately compensated. The IFC standards clearly state that the goal of such compensation is "to improve or at least restore the livelihoods and standards of living of displaced persons" (IFC PS 5, objectives).

Chapter 4 of this report shows that the compensation for the affected or relocated people by no means improves or even restores their livelihoods, particularly with respect to access to land, food security and education. The authors conclude that both the process and amount of compensation have been insufficient. In some cases, people who had their crops or houses destroyed did not receive any compensation whatsoever (section 3.1.2 and 3.2.3).

"To that we said absolutely NO, NO ...  
If they evict us from here, where  
do we go? If I go to another county,  
I will remain a stranger until I die."  
Elder in Zondo



Preserved remains of Garjay's sacred forest, now desecrated because it is surrounded by the plantation © Bread for all

#### IV. Poor access to food and water

##### Abused right to food (section 4.1)

The cases from the SRC and LAC plantations reveal many ways in which company operations have negatively affected people's access to food. People who have lost access to their customary land are forced to farm on marginal lands, swamps, or other people's lands. Plantations partly enclose at least three towns (Jorkporlorsue, Gorbora and Ansa), leaving hardly any land for the community members.

As a consequence of losing access to their customary land, food security has deteriorated for the majority of people interviewed who are not employed by the plantations. There is no longer enough land to grow the crops that people used to sell. Women in particular suffer from the loss of access to forest and farmland. They are responsible for feeding their families but face challenges in finding enough food or enough land to cultivate food crops.

“If they [LAC] would at least give us a chance to work so we can eat, or some place to farm like before so we can grow our food, we would be better. How do we eat? The next town, they also have many children and no land. The land is too little to feed us.”

Farmer in Gbanfein

The reduced food security resulting from land loss because of plantations abuses the right to food as defined in the International Covenant on Economic, Social and Cultural Rights. In addition, it violates the IFC standards that clearly state that economically displaced persons “whose livelihoods or income levels are adversely affected will also be provided opportunities to improve, or at least restore, their means of income-earning capacity, production levels, and standards of living,” particularly in case of land-based livelihoods (IFC PS 5, Art. 28).

##### Community rubber (section 4.1.4)

Some farmers next to the plantations, particularly in Zondo, Gbanfein or Wonwudu, engage in a smallholder program and cultivate rubber on community plantations. The plantation companies are their sole buyers. Interviewed farmers in LAC concession areas complain that company subcontractors abuse their positions by holding a de-facto monopoly on transport and trading. This smallholder rubber scheme is comparable to a contract farming scheme and shares similar problems of contract farming schemes globally. While contract farming has the potential to benefit the farmers under certain circumstances, in many cases contract farming is captured by elites,

leaves particularly vulnerable groups worse off than before and shifts price risks to farmers.

##### Water (section 4.2)

In several cases,<sup>7</sup> community water sources were destroyed when SRC encroached on customary land. Now, people in many villages<sup>8</sup> report that their water is contaminated by pesticides used on the plantations. People report that diarrhea and rashes occur in the days after the spraying.

“When they spray, it makes your skin itchy, the whole body. You feel it in the eyes. The children get really bad rashes from the chemicals.”

Farmer in Jorkporlorsue

Loss of land is usually combined with a change in access to water. The IFC Standards clearly demand that water pollution must be avoided or minimized, and that additional impacts on water availability and quality must be compensated or offset. The current situation for communities affected by the plantations abuses their right to water, stated as a human right in the International Covenant on Economic, Social and Cultural Rights.



Creek for drinking water next to the rubber plantation (visible in the background) in Jorkporlorsue © Bread for all



Houses of Gorbor. The rubber plantation visible in the background starts just behind the houses. © Bread for all



This satellite image shows how close the plantation's rows of rubber trees are to the houses in Gorbor village. © Google Earth

## V. Violence on plantations

Life and work on the plantations is marked by violence. Violence is increased by the power positions of contractor heads and security guards who abuse their power. Human rights defenders report about threats and arbitrary arrests.

### Violence against women (section 5.1)

During *Bread for all's* visits to the LAC and SRC plantations, women shared their experiences about sexual violence. Women there reported sexual harassment and sexual violence on the plantations from security guards and particularly from the contractor heads. This supports a growing number of reports documenting the reality of violence – especially abuse and rape, as well as promises of work in exchange for sex – that women who live or work on large-scale plantations face world-

wide. The shame that such sexual abuse can bring to a woman and her family adds insult to injury for the women who have been assaulted. As a result, few cases of rape and sexual assault on plantations are reported.

*“If you're unlucky you only get paid if you let the guy 'do his thing'. It happens all the time.”*  
**Woman on the plantations**

IFC PS 4 requires companies to “consider women's unique experiences and perspectives” in the realm of security. Sexual violence is mentioned explicitly. In response to the allegations of violence against women on the LAC and SRC plantations, the companies responded that they support women's rights by encouraging them to work in their plantations. This

response does not take threats to women's security as IFC PS 4 requires into account. The authors therefore assume that, until the time of the interviews, sufficient measures had not been taken to protect women.

### Security forces (sections 5.2 and 5.3)

The statements from many people who live on or near the plantations suggest a climate of fear. In one particularly severe incident in Daokai in 2013, company security and police violently raided a village inside the SRC concession area, reportedly ransacked houses, smashed holes in the walls of two houses, destroyed the zinc roofing, stole several pieces of electronic equipment and beat up one villager.

“The security from the company came to us with axes, cutlasses, spears with knives. Fear grabbed us and we thought there was another war coming again into Liberia. The person who brought the group had a false face [mask] on his face.”

#### Woman in Daokai

These testimonies about violence show the tension between the companies and local communities. IFC PS 4 specifies that there must be a constant dialogue between the company and communities in terms of security, and the communities must know where to go with their complaints. The testimonies in this report suggest that Socfin does not live up to these requirements and does not investigate reports of threats from its security personnel thoroughly. Socfin's claims of good relations with villages neighboring the plantations are questionable. Such events as recounted in this report cast a spotlight on the relationship between Socfin and its neighbors and on the role of the company's security personnel. They also suggest that Socfin and its subsidiaries do not take necessary due diligence measures to ensure that its plantation security forces do not contribute to violence. Such events suggest that Socfin and its subsidiaries had not taken the necessary measures to prevent its security guards from participating in violence by the time of the investigation.

### Human right defenders (section 5.4)

Human rights defenders are at the forefront of the resistance against the operations of SRC and LAC. Two human rights defenders who spoke up against the SRC plantation faced arrests in 2015 to 2016 and reported being threatened by company security guards. People from Zondo who peacefully resisted the LAC plantation expansion in 2015 were also arrested. On the basis of such cases, the authors assume that plantation operations can impede freedom of expression and

association, particularly for people who voice their concern with the companies.

The IFC states that companies must ensure that affected people and activists can engage with the company, freely express themselves, and associate with others without fear of reprisal. The testimonies in this report show that they do not enjoy these freedoms and that company practices fail to minimize threats against these activists.

## VI. Limited employment opportunities and school access

### Few and dangerous jobs (section 6.1)

The promise to provide jobs and education are often the most convincing reasons for communities to welcome plantations. Some people can obtain employment and enjoy the opportunity to benefit from companies' school systems. For many whose land was taken, however, these promises never materialize. Jobs are limited and dangerous, and many are temporary or seasonal and characterized by power imbalance vis a vis the contractor heads. The IFC Standards state clearly that all workers must be protected, including workers engaged by contractor heads.

“Since the destruction of our town in 2010, we can't send our children to school. We are farmers without land to farm. ... Our children are not in schools because there is no money for us to send them to school. Our sources of funding, our farms, were destroyed by the company.” **Farmer from Garjay**

### Education (section 6.2)

Access to education is highly unequal between children of company employees and other children. Affected people who have lost their farmland have difficulties earning enough money to send their children to public or company schools. Usually, they can only send their children to the company school by arranging enrollment through employees. As a result, many children do not go to school at all.

The lack of access to school abuses the right to education guaranteed in the International Covenant on Economic, Social and Cultural Rights. Additionally, IFC Standards require that standards of living – which include education – must be improved or at least restored in cases of resettlement. The testimonies of villagers suggest that SRC and LAC did not respect this requirement.

## VII. Demands

This report shows strong evidence that both the Liberian and the Swiss companies involved in these plantations violate international standards pertaining to human rights, including workers' rights, the right to food, and customary rights to land. Further, the report shows corporate practices that have failed to take appropriate due diligence measures to avoid rights violations and that have even hidden these violations.

**Demands to the companies:** In reference to the aforementioned international standards, the authors demand that all the companies involved establish fair, credible and effective conflict resolution processes to deal with the issues of local communities reported here. Sogescol and Socfinco must implement a full due diligence procedure to ensure that the rights of communities affected by the plantations in Liberia are respected and their demands heard. They must initiate a process for discussing these issues with the local communities in an open and transparent manner, as described in the UN Guiding Principles on Business and Human Rights and the IFC Standards.

**Demands to the Liberian Government:** With the new Land Rights Act in place in Liberia and Liberia's commitments to the Voluntary Guidelines on the Responsible Governance of Tenure of the Food and Agriculture Organisation of the UN (VGGT), the government of Liberia must ensure that at least the renegotiations of the concession agreements before 2029 will include people with customary land rights and all other people affected.

**Demands to the Swiss Government:** The Swiss Government must take responsibility to protect human rights seriously, including in the case of business operations of Swiss companies abroad. This responsibility to protect includes the responsibility to ensure that human rights are not violated by third parties, including Swiss companies.

In Switzerland, citizens will soon vote on the Responsible Business Initiative. This report clearly shows that voluntary standards are not strong enough to ensure that community rights are respected on the ground. The Responsible Business Initiative would legally oblige companies to adopt a human rights due diligence procedure and to incorporate respect for human rights and the environment in all their business activities, including activities abroad. In order to ensure that all companies carry out their due diligence obligations, Swiss-based firms would be liable for human rights abuses and environmental violations abroad committed by companies under their control.

*Bread for all* and its partners Alliance for Rural Democracy, the Natural Resource Women's Platform, and Green Advocates will be closely following the development on the SRC and LAC plantations. They will remain in contact with the local communities and continue to support them and their demands. In particular, the organizations involved in this report will continue to insist that the Swiss companies live up to their responsibilities.

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## Endnotes

- 1 This document is a summary of a larger report available here: [www.breadforall.ch/report-socfin](http://www.breadforall.ch/report-socfin)
- 2 These and all other references refer to the chapters of the complete report ([www.breadforall.ch/report-socfin](http://www.breadforall.ch/report-socfin))
- 3 This report covers the following towns affected by the SRC plantation: Ansa, Deedee, Fahn Whalee, Garjay, Gleegbar, Gorbtor, Kolleh, Kuwah, Lanco, Martin Gbar and Siaffa Molley (affected under Socfin ownership); and Blomu, Bonodolon, Depelee, Daokai, Golonkalla, Jorkporlorsue, Massaquoi, Monkeytail,

- Penneh, Saye, Tartee, and Varmue (already affected before Socfin ownership). See table in 3.3.
- This report covers the following towns affected by the LAC plantation, all under the ownership of Socfin: Ceezon, Come Back Hill, Flo Joe, Gbanfein, Gboeclean, Isaac Gaye, Jaynakpah, Moncray, Nahn, Saw Mill, Trodi, Wonwudu, Zoewee, and Zoeworlor. See table in 3.4.
- 4 For security purposes, most names are anonymized in this report.
- 5 Ceezon, Gbanfein affected by LAC and Deedee, Garjay, Gorbtor, Lanco, Kuwah,

- Fahn Whalee, Kolleh affected by SRC
- 6 Particularly in Gbanfein, Jaynakpah, Gorbtor and the evicted villages on the SRC plantation
- 7 Daokai, Deedee, Garjay, Gorbtor, Lanco
- 8 Blomu, Daokai, Deedee, Gorbtor, Jorkporlorsue, Kuwah, Massaquoi, Monkeytail, and Siaffa Molley affected by SRC's plantations as well as in Ceezon, Gbanfein, Jaynakpah, Tehteh, and Wonwudu affected by the LAC concession



# 1. Rights violations in Liberia – Responsibility in Switzerland

Rubber is used in everyday items – from tires to rubber boots and outdoor clothing or pacifiers – that affect the lives of people around the globe. Rubber is mostly produced on large monocultural plantations and its cultivation often goes hand in hand with grabbing people's customary lands, destroying forests and biodiversity and abusing human rights.

This report focuses on two rubber plantations in Liberia: the plantations of the Liberian Agricultural Company (LAC) and the Salala Rubber Corporation (SRC) in Central Liberia, both owned by the Luxembourgish company Socfin. This report will show how the plantations, since they were begun in 1959, took over customary lands community members lived on, farmed or used for spiritual purposes. Plantations took land again after Socfin acquired the plantations in 1998 and 2007, respectively. For decades, local communities have protested to no avail against the violation of their customary land rights.

This report aims to give a voice to affected people and to understand their conflicts and issues with the plantations. It shows that the plantation owners have repeatedly disregarded human rights, and other national law and international standards.

Socfin is a large corporation in the rubber and palm oil business with operations in ten countries in Africa and Asia and administrative and trading operations in Europe, including Switzerland. Switzerland is an important hub for traders of agricultural products – and of course also a rubber consumer.

The corporate structure of Socfin is complex and convoluted. What is clear, however, is that in one building in the small, Swiss town of Fribourg, virtually all of the rubber coming from Socfin's subsidiaries in Liberia is traded by the Swiss company Sogescol. Moreover, management and sustainability consultancy are administered for these two plantations by the Swiss company Socfinco, and agricultural inputs like pesticides used on these plantations are bought by Swiss Sodimex. Thus, people working in these buildings and these companies operating in Switzerland exert an important influence on the plantations in Liberia. By virtue of its con-

tractual right to buy and trade all of the rubber from the Liberian plantation companies, Sogescol can direct the policies and procedures of LAC and SRC and therefore has de facto economic control.

According to the United Nations Guiding Principles on Business and Human Rights, both Sogescol and Socfinco have the responsibility to avoid adverse human rights impacts linked to their business partners LAC and SRC. Indeed, today there is a wide international consensus that companies must take human rights due diligence measures to ensure that the rights of people are respected. This consensus is based on a six-year process, led within the United Nations, that ended in 2011 with the unanimous adoption of the United Nations Guiding Principles on Business and Human Rights (UNGPs).<sup>1</sup> The core international standards that are referred to in the UNGPs and that companies should respect are the Universal Declaration of Human Rights,<sup>2</sup> the two main International Covenants,<sup>3</sup> as well as the core ILO Conventions. Beside the UNGPs, the OECD Guidelines for Multinational Enterprises (OECD GL)<sup>4</sup> and the International Finance Corporation Performance Standards (IFC PS) also constitute key guidance documents for companies in the area of business and human rights.<sup>5</sup> They are widely accepted as the gold standards of doing business and are closely connected to the UN Guiding Principles.<sup>6</sup> In the case at hand, the plantation companies have received loans from the IFC. Additionally, the Voluntary Guidelines on Governance of Tenure (VGGT) by the Food and Agriculture Organization of the United Nations serve as guidance.<sup>7</sup>

In Switzerland, citizens will vote on the Responsible Business Initiative by 2020.<sup>8</sup> Under the Responsible Business Initiative, companies would be legally obliged to incorporate respect for human rights and the environment in all their business activities. This mandatory due diligence would also be applied to Swiss-based companies' activities abroad. The mandatory due diligence instrument is based on the United Nations Guiding Principles on Business and Human Rights. According to these principles, companies must first review all their business relationships and activities to identify potential risks to people and the environment. They must then take effective measures to address the potentially negative impacts identified and transparently report the risks



**The rubber plantation of the Salala Rubber Corporation (SRC) covers an area of around 4500 hectares.**

identified and the measures taken. In order to ensure that all companies carry out their due diligence obligations, Swiss-based firms would be liable for human rights abuses and environmental violations caused abroad by companies under their control. This report shows that such rules are necessary because of the continued human rights abuses that communities face on and around the plantations despite international standards.

This report was written in close collaboration and based on the work and expertise of the Liberian organizations Alliance for Rural Democracy (ARD), Natural Resource Women's Platform and Green Advocates International, who have been in touch with the local communities for many years and have repeatedly brought their issues to the public.

### 1.1 Methodology and scope

**Field visits:** This report is predominantly based on fieldwork of the Alliance for Rural Democracy, the Natural Resource Women's Platform, Green Advocates International and *Bread for all*. The following table gives an overview of the fieldwork conducted for this study. These field visits were conducted in addition to general and regular visits of the Alliance for Rural Democracy, Natural Resource Women's Platform and Green Advocates International to villages on both plantations. The focus of the field visits was on communities affected by the plantations and not on worker camps.

Interviewers	Timeframe
Alliance for Rural Democracy, Natural Resource Women's Platform, Green Advocates (different teams)	March/April 2017, 2 weeks
Alliance for Rural Democracy, Natural Resource Women's Platform, Green Advocates and <i>Bread for all</i> (one team)	May 2017, 3 weeks
Alliance for Rural Democracy, Natural Resource Women's Platform, Green Advocates and <i>Bread for all</i> (one team)	January 2018, 2 weeks
Alliance for Rural Democracy, Natural Resource Women's Platform, Green Advocates (one team)	June 2018, 2 weeks
Natural Resource Women's Platform (one team)	October 2018, 1 week

### Overview of field visits conducted for this report.

**Interviewees:** In total, the research team interviewed over 100 people from approximately 39 villages. This report is largely based on data from selected villages that were visited repeatedly and where in-depth assessments and interviews were carried out. The interviews were conducted in groups where different people representing women and men, youth and the elderly were present and raised their concerns. Many of the interviews were recorded. The human rights situation is still very volatile in Liberia, particularly for human rights defenders.<sup>9</sup> Many of the respondents themselves requested anonymity, so *Bread for all* anonymized most informants.

**Mapping: Maps** of the SRC concession area were created by the Green Advocates GIS team with the support of Advocates for Community Alternatives based on available documents and testimonies from community members. The maps included in the report are only schematic and illustrative in nature.

**Companies:** The authors met with the general managers of LAC and SRC and the respective human resource manager in 2017. Another meeting was held with the LAC general manager and the community liaison officer in January 2018. (The authors also attempted a meeting with the SRC general manager at that time, but the meeting did not take place.) LAC, SRC and the Swiss companies also received a questionnaire addressing specific aspects and concerns raised in this report and were invited to provide complementary information and to share their own analysis of the situation. Before publication, there was a meeting with the general manager of LAC, representatives of Socfin and Socfinco to further discuss the findings of this report. The information they have provided has been incorporated in this report to the extent that the authors considered it relevant.

**Government institutions and other information sources:** The researchers also approached representatives of several government institutions (the Environmental Protection Agency, Ministry of Agriculture, Liberia Land Authority, National Bureau of Concessions, Ministry of Labor, Liberia Extractive Industries Transparency Initiative) as well as representatives of the companies. Additionally, the research draws data from public documents, internet research, media reports and interviews with experts.

## 2. Rubber and Socfin in Switzerland

**Socfin:** Socfin (short for *Société Financière des Caoutchoucs*) is a large corporation in the rubber and palm oil industry. It conducts its industrial operations in many countries in the global South and its administrative and trading operations in the global North. It is incorporated in Luxembourg and is listed on the Luxembourg Stock Exchange. The company manages its nearly 200,000 hectares (ha) of plantations in ten countries from Fribourg, Switzerland.<sup>10</sup> The activities of Socfin date back to the time of French and Belgian colonization in Africa. Over the years, Socfin has settled or bought concession contracts for plantation areas and constructed “a very complex web of cross investments and shareholdings.”<sup>11</sup> Between 2008 and 2016, Socfin increased the size of its plantations around the world by nearly 50%<sup>12</sup> and has become one of the largest plantation owners in Africa.<sup>13</sup> Socfin has an integrated value chain in which it holds land, operates plantations and transforms latex into rubber or processes palm oil to sell on the international market.

**Sogescol, Socfinco and Sodimex:** The Swiss companies Sogescol, Socfinco and Sodimex are all located within one building in Fribourg, Switzerland. Sogescol is the single buyer of the rubber produced at the two plantations in Liberia. Socfinco advises the plantation management on its sustainability policies and reporting. Sodimex buys the agro-chemical products used on the plantations. As this report details in section 2.2, these three Swiss companies exert considerable influence over the plantations in Liberia that are the focus of this report. These three Swiss companies, as well as the two Liberian plantations, are subsidiaries of Socfin.

**Fabri and Bolloré:** Two individuals hold considerable shares of Socfin and hold multiple functions in the Socfin web of companies<sup>14</sup>: Belgian national Hubert Fabri and French national Vincent Bolloré. Bolloré is Chairman and Chief Executive Officer of the Bolloré Group – one of the 500 richest people in the world<sup>15</sup> and a major shareholder of Socfin.<sup>16</sup> At the time of writing, Groupe Bolloré is subject to an ongoing court investigation about corruption in Togo and Guinea.<sup>17</sup> Fabri, called the “rubber king,”<sup>18</sup> was convicted at first instance in June 2018 for active corruption in Guinea.<sup>19</sup>

He lives in Switzerland and is the other major shareholder of Socfin.<sup>20</sup>

### 2.1 Trade and consumption of rubber

Natural rubber<sup>21</sup> is the solid form of latex, a milky fluid. The term ‘natural’ distinguishes rubber made out of latex harvested from plants from synthetic latex. Although harvested from different plants, latex from the rubber tree (*hevea brasiliensis*) dominates the market today. Most natural rubber on the market is produced from rubber trees grown in monoculture plantations. Slitting the bark of the rubber trees allows the milky latex to be collected and harvested. The latex is then dried and processed into rubber.

#### 2.1.1 Rubber as a commodity<sup>22</sup>

**Production regions:** Rubber tree plantations are confined to tropical areas, the so-called ‘rubber belt’, where growing conditions are suitable – much like oil palm plantations. Globally, rubber grows on about 12.9 million ha of land,<sup>23</sup> more than three times the area of Switzerland. *Hevea brasiliensis* trees are native only to Latin America, where natural rubber is still produced from both latex collected from trees naturally growing in the forest and from rubber tree plantations. But today, the majority of rubber comes from Asian countries, mainly Thailand, Malaysia, Indonesia and India, which produce about 90% of global rubber. Other producers are Central and South American countries and countries in West and Central Africa. The production in African countries is about 7% of the global production. The major producing countries on the African continent are Nigeria, Ivory Coast and Liberia. Liberia produces about 73,000 metric tons, or 10% of African rubber.<sup>24</sup> Half of this production is produced by smallholders rather than by company plantations. In total, Socfin plantations produce roughly 1% of global rubber.

**Products:** Natural rubber is used for a variety of goods: tires for cars, bicycles, trucks or planes; waterproof clothing and outdoor clothing and equipment; shoe soles and boots; balls and sport articles; household, garden and medical gloves; balloons; condoms; pacifiers; mattresses; hot-water bottles; belts, seals and vibration-damping elements in cars and other industrial uses; adhesives; medical equipment; and



**Rubber production at the Liberian Agricultural Company (LAC) plantation**

rubber bands and tubes. Natural rubber has certain properties that are better than in synthetic rubber, and therefore, about 45% of the globally used rubber is still natural rubber.<sup>25</sup> Socfin trades most of its rubber to big European tire producers, for example Michelin.<sup>26</sup>

**Growing demand for rubber and falling prices:** 70% of natural rubber is used to produce tires. The automobile industry boom has demanded increased production of natural rubber. Globally, the production of natural rubber increased from 5.8 million metric tons in 1994 to about 13 million tons in both 2016 and 2017 and is expected to increase further.<sup>27</sup> The prices of globally traded goods tend to fluctuate, and many have collapsed in recent years – including the price for natural rubber. This has had severe consequences for smallholders growing rubber, including those smallholders who directly produce for large companies like Socfin.<sup>28</sup> But the underlying factors that led to the rubber boom in 2008 and 2011 are still in place and an increase of rubber production and prices can be expected.<sup>29</sup>

**Rubber consumption in Switzerland:** Most rubber enters Switzerland in already-fabricated products made from a mixture of synthetic and natural rubber. In 2017, Switzerland imported 216,632 metric tons of mixed synthetic/natural rubber.<sup>30</sup> Much of that mixed rubber is used for tires: consumers in Switzerland buy about 9 million tires within a year, and of those, around 7 million are used for private cars.<sup>31</sup> Assuming that the proportion between synthetic and natural rubber in Switzerland is the same as globally, Switzerland imports about 100,000 metric tons of natural rubber per year. Switzerland is also a trading hub for agricultural commodities including rubber. Socfin's Swiss subsidiary, Sogescol, handles all trading for rubber from Socfin's plantations worldwide.

**Conditions of production<sup>32</sup>:** Natural rubber plantations have been criticized for precarious working conditions, child labor, exploitation of migrant labor and for exposing workers to toxic chemicals. Large-scale rubber production creates additional environmental problems because rubber trees use

more water than the forest and cropland they replace, which decreases groundwater recharge and river runoff. Rubber production in monocultures can lead to accelerated soil erosion and declining water quality from the use of agrochemicals. In Liberia, rubber production accounts for 29% of the total precipitation (“green water”) used in agriculture.<sup>33</sup>

**Land demands<sup>34</sup>:** The global land area devoted to rubber doubled between 2000 and 2016 to 12.9 million hectares.<sup>35</sup> Because of the increase in production in the last two decades, the land used for rubber production increased worldwide. Studies suggest that this has led to large-scale forest destruction, deforestation of protected areas, habitat destruction, biodiversity loss and land grabbing. By cutting off or severely restricting local communities’ access to land, rubber plantations increase water and food insecurity, particularly when prices fall.<sup>36</sup> While most of the land used for rubber production is in Asia, about 1.6 million ha of large-scale land acquisitions have been designated for rubber production in Africa since 2009. Liberia is among the most targeted countries.<sup>37</sup>

**Certification:** Currently, there are no dominant, independently-controlled labeling systems in place for rubber. At the time of writing, neither Liberia nor Socfin are members of the Tire Industry Project<sup>38</sup> or the voluntary Sustainable Natural Rubber Initiative.<sup>39</sup> The Forest Stewardship Council (FSC) criteria for sustainable forestry (to which Socfin is committed according to its own account), however, can also be used for rubber production.<sup>40</sup> Additionally, the Rainforest Alliance has established initiatives with single companies (namely from the outdoor industry) for certified natural rubber.<sup>41</sup> However, most global rubber is not certified<sup>42</sup> and the success of existing voluntary certification initiatives has been limited to date.

### 2.1.2 History of rubber and Socfin

**Congo rubber:** Rubber, as many other primary commodities, was a part of the colonial history of European powers in Africa. The colonial history of rubber is therefore helpful in understanding the context in which Socfin was founded. So-called “Congo rubber” got its name because of the intense production of Belgian colonizers cultivating it what is now the Democratic Republic of the Congo (DRC). Rubber exports from the Congo began in 1890 and peaked in the first years of the 20<sup>th</sup> century. The colonial exploitation of the Congo through the Belgian King Leopold II and later the Belgian state was closely interlinked with the production of rub-

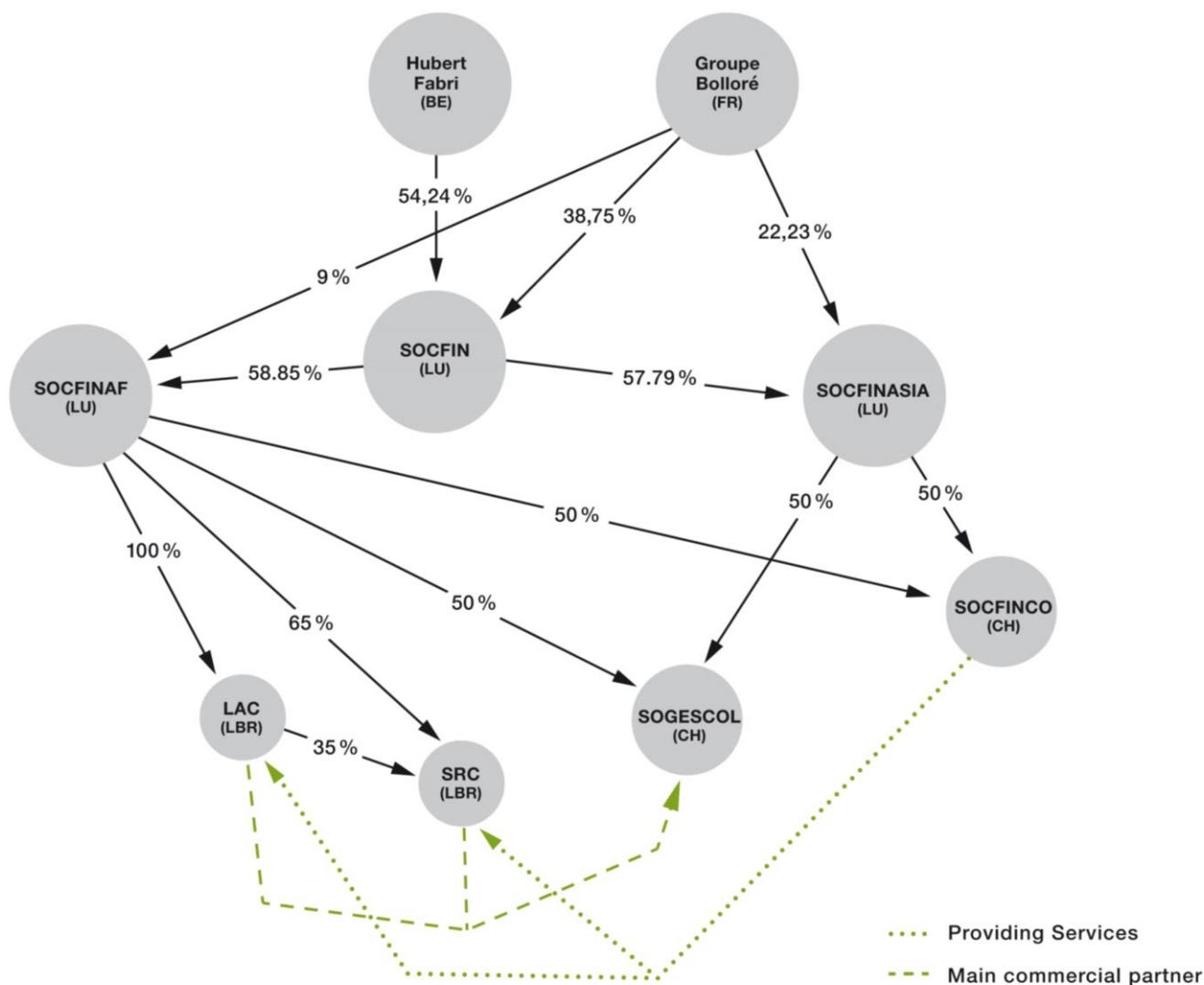
ber. Rubber production in the Congo was marked by widespread forced labor involving extremely violent practices such as mutilations, punishments and mass killings.<sup>43</sup>



**Latex flowing into a cup on a smallholder rubber farm**

**Origin of Socfin:** According to the Socfin website,<sup>44</sup> Adrien Hallet, the founder of the Socfin Group, started developing rubber and palm oil plantations in the Congo in 1890. During this time, he was still deputy director of a company belonging to the Thys Group, a number of companies founded and directed by Albert Thys, the ordinance officer of the Belgian King Leopold II and officer of the Congo Free State. In 1909, Hallet founded the *Société Financière des Caoutchoucs*, or Socfin.<sup>45</sup>

**Dealing with a violent past:** The information of the last paragraph is easily available on the Socfin website, presented under the caption “Expertise built up over time.” To our knowledge, Socfin has not made efforts to reconcile its past rooted in this dark chapter of colonial history. Many of today’s large companies in the production of agricultural commodities in Africa have colonial roots. These roots make it all the more important to look at the basis of their land rights and contracts (see section 3.1 and 3.2) and to analyze the convoluted corporate structures that resulted from this history.



**Ownership structure (showing the shareholdings in % of total shares) of companies related to Socfin in Switzerland (CH), Belgium (BE), Luxembourg (LU), and Liberia (LBR)**

**2.2 Socfin’s Swiss connections**

**Socfin in Switzerland:** The operational management of all of Socfin’s plantations is coordinated from Fribourg, Switzerland. In 2017, an executive of Socfinco said that “we provide administrative, financial and technical support for our 15 production sites and 33 plants. All commercial transactions are carried out in Fribourg.”<sup>46</sup> There were 35 employees working for Socfin in Fribourg in 2010, but Socfin expected 40-45 employees in Fribourg in 2018. The general secretary of Socfin states the reason for the shift from Belgium to Switzerland to be because of “tax pressure”, as the profit tax was only 10% in Switzerland as opposed to 34% in Belgium. Also, it states further, the employees’ social security contributions are lower in Switzerland than in Belgium.<sup>47</sup>

**Subsidiaries in Switzerland:** In total, six subsidiary companies of Socfin have their headquarters in Switzerland, which means these independent companies are owned by parent companies of the Socfin empire: Sogescol, Socfinco, Sodimex, Socfin Green Energy, Socfin Research and Industries. These subsidiary companies located in Switzerland are companies with operational purposes. Vincent Bolloré, a main shareholder of the Socfin empire, said in an interview with the newspaper *Le Quotidien* that the essential administration of the Socfin Group is housed in Fribourg, Switzerland.<sup>48</sup> Dividends of several million euro flow every year from the two subsidiaries Socfinco and Sogescol to their parent companies Socfinaf and Socfinasia – also direct subsidiaries of Socfin.<sup>49</sup>

**Sogescol:** Sogescol is an operational subsidiary of Socfin, registered in Switzerland since 2010. Sogescol is virtually the only buyer of the latex produced on the Socfin plantations (including the LAC and SRC companies that were researched in Liberia for this report),<sup>50</sup> and is in charge of exporting it and selling it on international markets.<sup>51</sup> This means that Sogescol exerts an immense influence – and even de facto economic control – over the management of these plantations. A Sogescol employee affirms that Sogescol would have the right and even the obligation to refuse to trade rubber coming from a plantation that does not meet Socfin’s environmental and social standards. 50% of Sogescol shares are held by Socfinaf and 50% by Socfinasia,<sup>52</sup> which means that both of Sogescol’s parent companies are holding companies majority-owned by Socfin. Vincent Bollore is also a member of Sogescol’s Board of Directors, together with the CEO of Socfin, Luc Boedt.<sup>53</sup> Sogescol currently employs nine people (traders and administrative staff). Its turnover in 2017 was 332.2 million USD and net profit was 8.6 million USD.<sup>54</sup>

**Socfinco:** Socfinco provides management and technical assistance to the companies that directly manage the plantations, in this case SRC and LAC. This assistance covers various areas of activity of the agro-industrial complex: agronomy, industry, administration and finance. Socfinco is “responsible for initiating and coordinating the various policies of sustainable development”<sup>55</sup> of the Socfin Group and is in contact with the plantation managers about these matters.<sup>56</sup> This is also the case in Liberia: Socfinco has established the environmental and social policies that should be implemented at LAC and SRC. This means that the Swiss Socfinco company is closely involved in the Liberian companies’ policies and management. Socfinco is an operational subsidiary of Socfin, registered in Fribourg since 2010. Socfinaf and Socfinasia both hold 50% of the shares.<sup>57</sup>

**Sodimex and other subsidiaries:** Sodimex buys and sells inputs and materials for the plantations, such as tractors, fertilizers or agrochemical products. It is a subsidiary of Socfin, registered in Switzerland since 2015. Socfin Research is in charge of agronomical research, including field trials for rubber and propagation and multiplication of the rubber trees. Socfin Green Energy is investing in renewable energy projects in both Africa and Asia. Induservices, another subsidiary of Socfin, deals with administrative and IT issues.<sup>58</sup> Aside from Sodimex, these subsidiaries are less relevant for this report, though they show that a considerable part of Socfin Group is located in Fribourg.<sup>59</sup>

**Branch offices:** Additionally, branch offices of three companies owned by Socfin are located in Switzerland: Socfin, Socfinasia and Socfinaf.<sup>60</sup> They all are holding companies, i.e. they have only financial (not operational) functions. Socfinaf’s main activity is managing a portfolio of shares for plantations that comprise 136,884 ha of land in Africa. Socfinasia performs the same activities as Socfinaf but for Southeast Asia. They are branch offices of Socfin companies with headquarters elsewhere that have all been shifted to Switzerland during the last few years. It remains unclear what the activities of these branches are compared to their main offices in Luxembourg. Socfinaf and Socfinasia are held by Socfin at 59% and 58%, respectively. They both hold 50% each of Sogescol.<sup>61</sup>

**Plantations in Liberia:** The Liberian Agricultural Company (LAC) and Salala Rubber Corporation (SRC) plantations are rubber tree plantation companies located in Liberia. They are held directly by Socfinaf at 100% and 65%, respectively. LAC holds the other 35% of SRC.<sup>62</sup> They are registered in Liberia and fall under Liberian laws and regulations. The two rubber plantations in Liberia produce roughly 20,000 metric tons of rubber per year (in 2017), about 15% of Socfin’s total global production.<sup>63</sup>

**Responsibility in Switzerland:** To conclude, the corporate structure of Socfin is complex and convoluted. What is clear, however, is that in one building in Fribourg, Switzerland, virtually all of the rubber coming from Liberia is traded (Sogescol), management and sustainability consultancy is administered for these two plantations (Socfinco) and agricultural inputs like pesticides used on these plantations are bought (Sodimex). Swiss branch offices of the companies owning the plantations (Socfinaf and Socfin) are located less than 2 km away. There is therefore enough evidence to conclude that the situation on the plantations in Liberia can be controlled and influenced by people working in these companies operating in Switzerland.

**Human rights responsibilities:** Sogescol in particular buys all the rubber produced, and thus has enormous economic influence over the plantations –one might even claim economic control. Sogescol also conducts periodical visits to the LAC plantation and factory.<sup>64</sup> The UN Guiding Principles (UNGPs) on Business and Human Rights note that business relationships include relationships with “entities in its [a company’s] value chain, and any other ... entity directly linked to its business operations, products or services.”<sup>65</sup> In this sense, Sogescol, Socfinco and Sodimex are business partners with LAC and SRC. The UNGPs are very clear about the



implications of such a relationship on human rights responsibilities: “The responsibility to respect human rights requires that business enterprises seek to prevent or mitigate adverse human rights impacts that are directly linked to their operations, products or services by their business relationships, even if they have not contributed to those impacts” (UNGP, Art. 13b). The two Swiss companies therefore have the responsibility to avoid adverse human rights impacts linked to the business operation of their partners LAC and SRC.

### 2.3 Public money in Liberia

There is also public money involved in financing the two plantations in Liberia. SRC and LAC both received loans from the International Finance Corporation (IFC). The IFC is the private-sector arm of the World Bank Group. It gives loans to companies for for-profit, commercial investments. The shareholders of the IFC are the member governments, including Switzerland, that provide capital.

**IFC grants:** SRC was granted a loan for 10 million US Dollars (USD) from IFC in 2008. The IFC financing covers 40% of estimated costs to “rehabilitate and expand the plantation.” Among other activities, this included planting new rubber trees on the existing concession, i.e. the expansion of the plantation in 2010, which forms the focus of this report.<sup>66</sup> IFC expects the loan to be repaid in 2020.<sup>67</sup> LAC also was granted a 3.5 million USD loan from IFC in 1999, corresponding to half of the estimated project, including the 2500 ha expansion of rubber on the plantation.<sup>68</sup> It was repaid in full in 2000.<sup>69</sup>

**Performance standards:** Because the companies receive public money from the IFC, they are bound to the IFC Performance Standards (IFC PS). IFC analyzed the SRC project in 2008 and clearly identified several Performance Standards to which SRC should adhere, including: Social and Environmental Assessment and Management System (IFC PS 1), Pollution Prevention and Abatement (IFC PS 3), Land Acquisition and Involuntary Resettlement (IFC PS 5) and Cultural Heritage (IFC PS 8). Additionally, IFC defined several other conditions, most notably that SRC must establish a grievance mechanism for host communities.<sup>70</sup>

**Switzerland and the IFC:** As IFC itself writes, “the Swiss government, financial institutions, and corporations are among IFC’s most important global partners.”<sup>71</sup> This includes both public money and private money from banks. As of



**Socfin’s headquarters in Fribourg, Switzerland**

2017, Swiss financial institutions held almost 434 million USD in IFC loans – a massive increase compared to 56 million USD in 2012. Concretely, this means that IFC activities are partly financed by Swiss taxpayers’ money.<sup>72</sup> It is not possible to know the exact amount of Swiss public money in the loan granted by IFC to these Liberian plantations. However, the Swiss government’s contribution to the IFC is a general contribution that to our knowledge does not exclude financing private-sector investments by the IFC in Liberia or in the rubber plantation sector. It can be assumed that some Swiss public money has been used to finance the plantations through the intermediary of IFC.

### 2.4 Socfin Group’s sustainability policies made in Switzerland

**Swiss policies:** The Swiss company Socfinco initiates and coordinates the Socfin Group’s policies of sustainable development.<sup>73</sup> Socfinco visits the plantations regularly to provide guidance on data collection and consolidation on social and environmental issues.<sup>74</sup> Arguably, this makes the company responsible for verifying the implementation of these

policies before writing its sustainability reports. It is therefore worth taking a closer look at the sustainability policies of the Socfin Group. The policies and standards also hold for Sogescol, LAC and SRC. As argued in section 2.2, the two Swiss companies Sogescol and Socfinco are obliged by the UNGP to ensure that their business partners avoid adverse human rights impacts.

**Corporate social responsibility:** Socfin communicates its corporate sustainability policies widely and emphasizes the developmental nature of its investments in Africa. Socfin claims to contribute to local rural development by creating local markets and facilitating the distribution of local production through better road infrastructure<sup>75</sup> or by creating local jobs. Socfin argues that the company's investment in Liberia generally, plus the employment of workers and the services made available to workers by SRC and LAC, contribute to local development. In addition, the company cites benefits to local communities through its corporate social responsibility activities. Socfin claims to provide more to local community development than the state<sup>76</sup> and the NGOs who criticize its activities abroad.<sup>77</sup> Even if "these broad social actions in favor of our workers, their families and our neighboring communities are expensive," Socfin states in its sustainability report, they are at the "core of our long-term harmonious settlement within large rural areas, they are a proud part of our history."<sup>78</sup>

**Responsible management policy:** In order to demonstrate its corporate sustainability efforts, Socfin formulated sustainable development commitments in 2012 and replaced them in 2017 with a "responsible management policy."<sup>79</sup> Every year, it publishes a sustainability report.<sup>80</sup> Socfin is very clear that its responsible management policy applies to "all operations of the Socfin Group, and those of its subsidiaries, including all the factories, palm oil mills and plantations that the Group owns, manages or in which it invests, regardless to the level of its share."<sup>81</sup> This makes it very clear that both the Swiss as well as the Liberian subsidiaries are party to this responsible management policy.

**External regulations:** In its responsible management policy, Socfin makes a point that it respects human rights and complies with "the local and international laws and regulations applicable to its operations."<sup>82</sup> For example, Socfin commits to the IFC Performance Standards and to free, prior and informed consent.<sup>83</sup> Socfin Group also underlines that many of its plantations (in the Liberian case SRC but not LAC<sup>84</sup>) are certified adhering to the ISO 14001 standard. This

standard certifies the environmental sustainability of a company's management.<sup>85</sup> ISO is a system-based and not a performance-based certification, which means that the standard is limited to processes of management or reporting within a company and does not assess performance. For these reasons, ISO has often been criticized as being too soft and not able to change actual performance.<sup>86</sup> To summarize, Socfin commits to many frameworks, but none that would imply regular, strict and independent controls of performance.

**OECD complaint:** In 2010, four NGOs filed a complaint at the French, Belgian and Luxembourgish National Contact Points (NCPs). They reported many negative influences of Socapalm (a Socfin subsidiary in Cameroon) on local communities as well as on the environment. In 2013, the NCPs and the company adopted an action plan for Socapalm.<sup>87</sup> Eventually in June 2017, after a long process of negotiations, the Belgian NCP published a final statement that "Socfin was not willing to adhere to the NCP's requests and will only partially implement the agreement that had been made in 2013."<sup>88</sup> The Belgian NCP closed the case thereafter.

**Lawsuits:** Socfin makes regular headlines about human rights abuses. Several critical reports on their activities worldwide have been published in recent years.<sup>89</sup> Socfin and Bolloré respond to those criticisms by exerting pressure on NGOs and journalists and by bringing cases of slander or defamation in courts. Many journalists, media and NGOs have been accused.<sup>90</sup> In 2018, Socfin lost a court case against three media outlets and two NGOs about reports from Cameroon. In 2018, Bolloré also lost two cases concerning Cameroon against the TV station France 2, but Socfin appealed and a case in Cameroon is still unresolved.<sup>91</sup> Due to the large number of judicial proceedings launched against its critics, Socfin has been accused of using "SLAPP" (Strategic Lawsuit against Public Participation) lawsuits,<sup>92</sup> a strategy to silence resistance or even participation.

**Unilateral corporate culture:** Socfin portrays itself as a development driver, yet uses insensitive language when describing its operations abroad. Luc Boedt claimed that Socfin had "brought wealth to a place where there was nothing," referring to plantations in Cambodia.<sup>93</sup> Socfin claims that it "allow[s] the Phning people to integrate in a modern, multicultural society."<sup>94</sup> Philip Tonks, manager of the plantations in Sierra Leone, explains that life is better after the arrival of Socfin than the "very primitive" living conditions in the area before.<sup>95</sup> Such arguments reveal colonial language and ideas that Socfin still relies upon. Luc Boedt argued that "the

traditional African agriculture does not feed the cities” in order to justify the activities of the big rubber and palm oil plantations.<sup>96</sup> This argument – that only capitalist industrial agriculture made possible by European capital can contribute to African countries’ food security – is strongly contested by many who argue that large-scale agricultural plantations are, rather, a threat to local food security.<sup>97</sup> Further, in the many examples of the plantations in Liberia in this report, the reports about Socfin plantations in other countries (see the following section 2.5) and the way Socfin deals with its critics show a wide gap between the policies and commitments of Socfin and the experiences of NGOs and affected people.

## 2.5 Critical reports about Socfin’s activities around the world

**Socfin in the world:** There has been a lot of resistance against Socfin plantations all over the world.<sup>98</sup> Socfin’s current rubber and oil palm plantations in Africa and Asia add up to a total of 189,795 ha, although the corresponding amount of land allotted to it through various concession agreements area is much larger. Socfin therefore belongs to the modern-day landowners taking over more and more land.<sup>99</sup> According to many reports, the issues described in this report not only appear on plantations in Liberia, but on Socfin plantations in other countries too.<sup>100</sup>

	<b>Company (area planted [ha])</b>	<b>Crop</b>	<b>Reports (selection)</b>
<b>Cameroon</b>	Safa (9,609) Socapalm (34,491)	Rubber, palm oil	OECD complaint <i>Centre pour l’Environnement et le Développement – CED</i> (Cameroun), <i>Fondation Camerounaise d’Action Rationalisées et de Formation sur l’Environnement – FOCARFE</i> (Cameroon), <i>Association Sherpa</i> (France) and <i>Misereor</i> (Germany) against Socapalm <sup>101</sup> The Cameroonian Organization <i>Synergie Nationale des Paysans et Riverains du Cameroun</i> (Synaparcam) regularly publishes a magazine ( <i>Magazine Trait d’Union</i> ), where the affected people talk about their experiences with Socapalm <sup>102</sup>
<b>Nigeria</b>	Okomu (24,580)	Rubber, palm oil	Reports by Community Forest Watch and Environmental Rights Action ERA (member of Friends of the Earth International) that support mobilization of affected families <sup>103</sup> Article by World Rainforest Movement <sup>104</sup>
<b>Sierra Leone</b>	Socfin Agricultural Company (12,349)	Palm oil	Testimonies of Malen Land Owners and Users Association MALOA <sup>105</sup> Extensive documentation of FIAN Belgium <sup>106</sup> Report by the Sierra Leonean NGO Green Scenery together with the German Welthungerhilfe <sup>107</sup> Report by the Action for Large-Scale Land Investments in Sierra Leone ALLAT <sup>108</sup> Report by the Oakland Institute <sup>109</sup>
<b>Ivory Coast</b>	Société des Caoutchoucs du Grand Bé-réby (23,282)	Rubber, palm oil	No extensive reports/articles found
<b>Ghana</b>	Plantations Socfinaf (6,535)	Rubber, palm oil	No extensive reports/articles found
<b>DR Congo</b>	Brabanta (6,170)	Palm oil	Report by Greenpeace <sup>110</sup>
<b>Sao Tomé</b>	Agripalma (2,100)	Palm oil	Report by Greenpeace <sup>111</sup>
<b>Liberia</b>	SRC (4,577) LAC (13,192)	Rubber	See this report for more references
<b>Indonesia</b>	Socfindo (47,991)	Rubber, palm oil	No extensive reports/articles found
<b>Cambodia</b>	KCD (3,897) Coviphama (3,300)	Rubber	Report by International Federation for Human Rights FIDH <sup>112</sup> Newspaper reports <sup>113</sup>

**Overview of the Socfin plantations worldwide and a selection of relevant publications.**

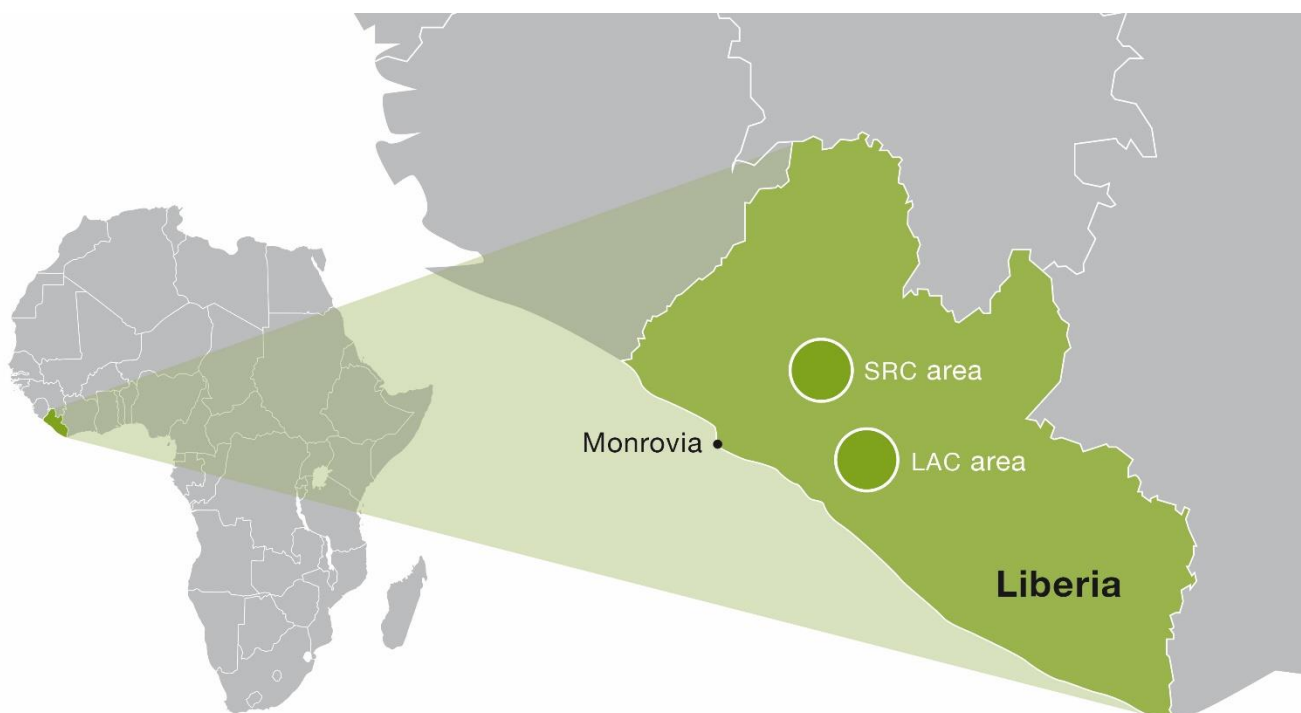
### 3. Evictions for plantation expansions

**Evictions:** Since the concession agreements were signed in 1959, both plantations SRC and LAC developed land within the concession areas. People living in at least 37 villages lost their lands, sacred forests and graveyards or access to their water sources. The populations of the villages vary from a few families to a few hundred inhabitants. Sections 3.3 and 3.4 describe these evictions, the loss of land and the experiences of the people living on that land. Chapters 4 and 6 describe the long-term consequences of the loss of land regarding access to food, water and education.

**Legal framework:** It is important to understand who owns the land that is now in the concession areas of SRC and LAC. It is also crucial to uncover who had the right to decide the development of the lands and compensation for adverse livelihood impacts. For these questions, the authors analyzed the legal situation in Liberian law as well as in the relevant international frameworks. This analysis is presented in section 3.2 in detail and with references, while section 3.1 gives a summary of the conclusions.

**Land of concessions:** It is crucial to embed the questions of land rights and concessions in the Liberian political context. Concessionary agreements cover a large area of Liberia's land. Estimations range from 21 to 75%.<sup>114</sup> Concessions played an important part in Liberia's history. Recent governments have continued to give a key role to foreign direct investments, particularly granting concessions to foreign agribusiness and mining companies. In terms of agricultural concessions, rubber and palm oil are the major exported agricultural commodities. About 100,000 ha of land in Liberia is used for rubber production. LAC and SRC plantations represent 19% of the rubber concessions and together produced about 25% of Liberia's rubber production in 2016.<sup>115</sup>

**Unequal development:** These concessions are typically granted in the name of development and job creation. But regarding jobs, only 5% of employed Liberians work for concession companies.<sup>116</sup> This low number of jobs provided hints at the unequal consequences of such concession-based development – without even considering the precarity of many of these jobs. Additionally, this inequality is



Map of Liberia showing the approximate locations of the LAC and SRC plantations

increased when customary land rights of people affected by such concessions are violated.<sup>117</sup> This inequality conflicts with the Liberian Constitution Article 7, which states that the natural resources of Liberia must be managed in “such manner as shall ensure the maximum feasible participation of Liberian citizens under conditions of equality.”

**Post-war context and conflict:** In 2003, two Liberian civil wars that had raged for nearly 12 years finally ended. The Liberian Truth and Reconciliation Commission concluded that natural resource exploitation and inequality had a direct and profoundly negative impact on the conflict of the civil wars. Despite the war’s end, poverty and inequality remain high. Post-conflict policies promoted foreign direct investments that often led to increasing inequality, tensions and conflicts. Therefore, the risk is real that this kind of development contributes to conflict rather than peace.<sup>118</sup>

### 3.1 Land rights and concession agreements<sup>119</sup>

**History of SRC and LAC:** The SRC and LAC concession agreements were signed in 1959 by representatives of the Government of Liberia, which receives the land surface rent. The people living on the land were not part of the concession agreement negotiations. Since then, SRC and LAC expanded their plantation areas in several waves, encroaching on the customary land of the local communities. The last waves on both plantations occurred under Socfin ownership: in 2004 in LAC’s and in 2010 in SRC’s concession areas. These concessions agreements raise a variety of questions about the ownership of land, consultation, consent and compensation.

**Land legacy:** Socfin has a certain responsibility for the evictions that happened before it took over the plantations and for human rights violations related to the concession agreements signed by its predecessors. Socfin took over the existing concession agreements from 1959 when it bought the concessions: LAC in 1998 and SRC in 2007. Socfin states that neither the government nor the company had ever received a complaint about land legacy issues since Socfin ownership, and that if complaints arose, it would be the government’s responsibility to address them.<sup>120</sup> Recently, however, several organizations have argued that the current concession holders should acknowledge past events such as evictions and act to redress and remedy them (for references, see section 3.2). Given the contested land right situation in Liberia, by the time of purchasing the concessions, Socfin would have had reason to suspect that the people

living on the land were never part of the negotiations and that they have customary rights to the concession land. To our knowledge, the company neither investigated nor improved the situation.

**Customary land rights:** Importantly and repeatedly, the authors of this report argue that people have lived on, cultivated or otherwise used these lands, for example as reserve land for future generations, for community needs, or for spiritual uses. Liz Alden Wiley, a renowned expert on land rights in the region, states that Liberia was not empty of owners before concessions were created. She says that “Liberia was not understood [by the settlers from the United States in the 19<sup>th</sup> century] as just ‘used and occupied’ by natives – as European colonizers preferred to regard it – but was owned under recognizable indigenous property norms.”<sup>121</sup> There is no reason to assume that the concession areas of SRC and LAC were an exception. The reports the authors collected indicate that the LAC and SRC concession areas were no exception. It is beyond the scope of this study to prove how many people lived on the land in the past or how they relate to those living there now. Socfin claims that the population density was very low.<sup>122</sup> This does, however, not contradict the testimonies in this report underlining how people repeatedly refer to these lands as their ancestors’ lands and remember how they were evicted in the 1950s and 1960s (see section 3.3 and, e.g., 5.4.3). As an example, people from Deedee and Bonodolon in the SRC plantation refer to official surveys on their land before 1959.<sup>123</sup> One woman argues that “I know the land is really for us, because we opened our eyes and saw our parents on this land.”<sup>124</sup> A number of tribal certificates and formal land title deeds were also issued (see section 3.2.1. and 3.3) for land that is in or very close to the concession area. These certificates recognize the tribal authorities over these lands.

#### 3.1.1 Land rights in Liberia

**History of land:** To understand these expansions, the loss of land and people’s outrage over it (see section 3.3 and 3.4), it is crucial to understand who owns the land that is now under concession. This, in turn, cannot be understood without looking at Liberia’s particular history. Ex-slaves from the United States went to Africa and founded the state of Liberia in 1821. The settlers established a system of land and property ownership based on statutory practices – mostly in coastal areas – while the indigenous people continued their system of customary practices – mostly in inland parts of Liberia such as the SRC and (partly) LAC concession areas.

**Parallel legal system:** As a consequence of its history of settlers and indigenous people, Liberia has two parallel legal systems: statutory and customary. In rural areas, land rights are mostly based on customary law. Most rural Liberians do not hold formal land titles, and the status of their customary land rights remains ambiguous. In recent times, however, Liberia has made clear its intentions to respect and protect customary rights to land. As an example, a new land rights act that passed in 2018 more explicitly recognizes customary land rights.

**Public land and customary land rights:** The government granted the concessions to SRC and LAC because it considered the land to be public land. Some land in Liberia became public land when the settler government appropriated the land directly from indigenous people. A large part of the public land, however, came into being through a new law in 1956-58.<sup>125</sup> With this law, the settler government redesignated the indigenous communities' customary land and downgraded indigenous people from owners to lawful occupants and users on land owned by the government. This land was called "public land". Shortly thereafter, the government signed the concession agreement of SRC and LAC, giving this "public land" to foreign investors.

**Tribal certificates:** Even to the extent that the concession agreements granted rights to SRC and LAC on so-called public land, Liberian law protects the customary rights of communities and tribal authorities over such land in several ways. Most importantly, if a person wants to purchase a parcel of public land, s/he needs to get a tribal land certificate, wherein the tribal authorities state that the land concerned is free to be sold. The tribal certificates are still the most common document people have for customary lands. Although not land titles, they show that the tribal collective has certified the land as tribal land and approved for the land to be purchased.

**Private land deeds:** Apart from their customary land rights, some people in rural areas also hold land deeds, individually or as a group. These documents have been registered in a court of official records under the statutory system. However, land records in land registers are incomplete because many records were destroyed during the wars. Land governance in rural Liberia was disrupted in many ways by civil wars and a very high rate of forced migration.

**Land rights, SRC and LAC:** People affected by SRC and LAC plantations have customary rights to the land that is now under concession. People were occupants and users of

the land prior to the time when the government gave the land concession to SRC and LAC. On top of that, some people who are affected by the SRC plantations even have land deeds for land that has been taken by SRC (for details see 3.3 and 3.4).

### 3.1.2 Consultation, consent and compensation

Irrespective of their land rights, people who are affected by a project, i.e. an investment by a company, have the right to be consulted. In certain instances, their consent is required and they may have a right to be compensated. These rights are based on Liberian law as well as on international standards and frameworks that are discussed shortly in this section and in detail in section 3.2.

**Consent of tribal authority:** The Public Lands Law, adopted in 1972, defines the conditions under which the President of Liberia is authorized to lease any portion of the public lands to a foreign company. The president has this right only if the land is "not appropriated for other purposes." Long held historical, ancestral and communal existence on land earmarked for concession implies that the land was in fact appropriated for other uses, i.e. for communal and customary activities (for detailed argumentation and reference see 3.2). Therefore, public land with such long-standing historical, ancestral and communal existence cannot be leased from the government without consent of the tribal authority.

**Meaningful consultation of affected people:** All international guidelines this report refers to make clear that meaningful consultation of affected people is required, namely the UN Guiding Principles, OECD Guidelines, and the IFC Performance Standards (for references and articles, see section 3.2). Beyond that, the IFC Performance Standards clearly state that a company cannot shirk off its duties of stakeholder engagement to the government but must conduct a complementary process if so necessary.

**Free, prior and informed consent of affected people:** Free, prior and informed consent (FPIC) is a much stronger requirement than consultation and explicitly includes people's right to say no to an investment that affects them. The Liberian Community Rights Law, established in 2009 (i.e. before the newest plantation expansion of SRC but after LAC's most recent expansion), requires that communities be consulted and their free, prior and informed consent obtained for any decision concerning their community forest lands. FPIC is, most importantly, required in the case of indigenous communities by the Indigenous and Tribal Peoples Convention (an International Labor Organization Convention, also

known as ILO-convention 169), a binding international convention that Liberia did not ratify.

**Compensation:** VGGT, the UN Guiding Principles, and the OECD Guidelines hold that if companies have caused or contributed to adverse human rights impacts, they should provide remediation, including adequate financial compensation to communities that are adversely affected. The IFC Performance Standards on Involuntary Resettlement (IFC PS 5) for land acquisition and involuntary resettlement is very specific. First, it clearly defines involuntary resettlement as referring both to physical displacement and to economic displacement. The latter is caused by “loss of assets or access to assets that leads to loss of income sources or other means of livelihood.” Second, it states that the company must help the displaced people to improve or restore their standards of living or livelihoods.

### 3.1.3 Concession agreements of LAC and SRC

Last but not least, the concession agreements for SRC limit concessions to public land (i.e. not privately owned) – that is, the land must be unencumbered. The LAC concession agreement implies the same. The term “unencumbered” means that the land must be neither privately owned, nor be subject to any customary use rights or other legal use rights or obligations. Further, the concession agreements define under which circumstances people can be resettled. Further, they define the rights and duties of the companies and the government respectively (see section 3.2).

**Details on concession agreements:** The SRC and LAC concession agreements began in 1959 and run for 70 years, until 2029. The concession agreement of SRC comprises an area of over 40,000 ha. According to Socfin, the area planted at the moment is 4,577 ha. Socfin became the full owner of SRC in 2007. The concession agreement of LAC comprises an area of over 240,000 ha, of which 13,192 ha is planted (according to Socfin). Socfin bought the concession in 1998.

**Encumbered lands:** The SRC concession agreement states that the concession should comprise “unencumbered public lands.” The LAC contract, though in a different and less straightforward formulation, implies the same (see section 3.2). Whenever the companies select new development areas to plant, the companies have to notify the government for approval of the selected areas. Both companies confirm that they have always notified the government. However, de-

spite several attempts, the authors could not obtain documents from the Ministry of Agriculture or the companies that reflect these notifications.

**Resettlement:** The SRC contract states that people who moved to the plantation area after the concession was granted (whom it calls “squatters”) may be resettled. However, when SRC and LAC started their operations in the early 1960s, people already inhabited and cultivated the area and considered it their ancestral land according to customary tenure arrangements.

**Surface rent:** SRC and LAC save significant amounts of money due to the favorable contract conditions they obtained in 1959. In 2015, SRC paid 1,200 USD annual surface rent and LAC 3,351 USD. At current rates according to the Liberia Extractive Industries Transparency Initiative, SRC would have to pay more than 30,000 USD and LAC more than 330,000 USD.<sup>126</sup> To our knowledge, the leasing fee for the land was never adjusted over these 60 years. Therefore, owing to the contract from 1959, Socfin pays 350,000 USD less yearly than it would with a more recent contract – at the expense of the public purse in one of the poorest countries in the world.

**Socfin’s responsibility:** At the time Socfin acquired the SRC concession, information was available that documented community opposition to the companies’ occupation of customary land. When Socfin acquired the two concessions, it should have practiced due diligence by investigating the concession agreement and the land comprised therein with regards to (customary) land rights. Socfin should have engaged with the seller and the communities to settle legacy issues in an open and transparent manner and should have held a dialogue with affected stakeholders. Indeed, local communities have voiced their views on these matters ever since they became aware of the concession infringing on their customary land (see in particular section 5.4). This would have established more peaceful and sustainable relations with local communities.

## 3.2 Detailed analysis: Liberian laws and international standards

This excursus serves to substantiate the arguments made in section 3.1 and to provide the necessary detailed references and argumentation. Conclusions specifically applicable to SRC and LAC are in section 3.1.

**Legacy land issues:** Both SRC and LAC plantations are based on concession agreements from 1959. Socfin took over pre-existing concession agreements. Several organizations have questioned such legacy conflicts and the responsibilities of the companies currently using the land.<sup>127</sup> Based on the OECD Guidance for the Extractive Sector on Stakeholder Engagement, the multistakeholder Interlaken Group argues in its guidelines that past injustices need to be acknowledged by the current owner, and actions need to be taken “to develop a redress and remedial plan and/ or agreement.”<sup>128</sup> Socfin states, “no greenfield development can be carried out until ... any ongoing dispute for the areas in question has been resolved, or an acceptable process for dispute settlement is being implemented and freely consented by the parties concerned.”<sup>129</sup> This implies that Socfin accepts the necessity to tackle legacy land issues.

### 3.2.1 Who owns the land in Liberia?<sup>130</sup>

In order to understand how the parallel legal system in Liberia came about and what its consequences today are, it is necessary to look at Liberia’s history.

**History of land rights and parallel legal systems:** The concession agreements between the government and LAC/SRC were signed in 1959, when struggles for independence in the neighboring countries were being waged or had just been won. Liberia’s story was different: it had never been a colony, but rather was formed after freed former African-American slaves and their descendants from the United States and the Caribbean returned to Africa as settlers in 1821. The settlers started to purchase or take land from the indigenous peoples living in Liberia. The Declaration of Independence nevertheless referred to the indigenous peoples as the “*lords of the land*.”<sup>131</sup> While the settlers introduced a formal, statutory system of land and property ownership based on statutory practices, the indigenous peoples continued with a system of customary practices based on user rights to land. As a consequence, Liberia has two parallel legal systems. The Liberian Constitution says that the Supreme Court shall apply both customary and statutory law.<sup>132</sup>

**Public and customary land:** In contrast to most European colonies, there was no talk about “empty” land in Liberia that the colonizers could simply help themselves to. When the settlers came, the government bought land cheaply from the indigenous peoples for settlements or took the land as compensation for taxes that it had imposed, particularly in the coastal areas. In the 1930s, the government allowed native communities in the hinterlands to formalize their collective

customary territorial ownership. Several million hectares were titled by the chiefs and also families who had enough awareness and resources to afford the process. However, community members were assured that a failure to register would not jeopardize their right and title to lands that they held as a community.<sup>133</sup>

**Deprived of customary land:** The status of the communities’ customary land changed when the Liberian Code of Law was published in 1956-58. A seemingly small change in language had huge consequences. Communities’ “right and title to land” became “right of use and possession of the land.” After having been consistently recognized as owners of their land (“right and title”) since 1821, the term “possession” downgraded the communities’ status to lawful occupants and users on land owned by the government. After 1958, communities that had not formalized their titles in the 1930s lost their opportunity to do so. These lands all became public land of Liberia. Shortly afterwards, the latter signed the concession agreement of SRC and LAC, giving away the concession area to foreign investors. Wily, a specialist in land rights of the regions, comments that these changes “represented silent land theft of a considerable scale.”<sup>134</sup>

**Right to own property:** Arguably, this change in land law was unconstitutional because it took people’s property – the right and title to land – without due process requirements or compensation. Both the current Liberian constitution and the constitution of 1847 (which was in place during the relevant period) uphold the right to own property individually or in association with others and guarantees the right to a just compensation (Art. 11a and 24a in the current constitution, Art. 1 section 13 in the constitution of 1847).<sup>135</sup> The government has exercised its power of ownership to lease out any portions of this public land to foreign investors and companies and receives the full amount of any surface rent paid. But if one considers this change in land law as unconstitutional, the community members could still be considered owners of their land. Even if they are not owners, their use and ownership rights were never abrogated, nor were they compensated for the loss of such rights.

**Tribal certificates:** Tribal certificates show the government’s continued acknowledgement of tribal authority over land. Despite legal changes, customary tribal authorities are still given certificates that show their right to make decisions over these public lands. The tribal certificates are still the most common document people have for customary lands.



Although they are not titles, they show that the tribal collective has certified the tribal land in question. If an individual person wants to purchase such public land, s/he needs to get a tribal land certificate. Tribal certificates demonstrate tribal authorities' consent that the parcel is no longer part of tribal land and is free to be sold or used. Individual community members often obtain tribal certificates in order to use land (mostly for farming purpose) or apply for a private land deed. These tribal certificates, however, have limitations. Wily states that they have been "manipulative in the extreme"<sup>136</sup> when being issued to land buyers. Many local chiefs issued tribal certificates in the belief that they would guarantee tenure security. In fact, the certificates became a tool to enable customary land sales because they indicated consent to sell.<sup>137</sup> This practice undermines the principle of communal ownership – a hallmark of the Liberian customary system.

**Traditional customary system:** Under the traditional customary land tenure system, chiefs had great power to make decisions about the usage of communal land, although that power was constrained by the advice and involvement of elders. In practice, youths and women were often excluded from decision-making. But, as Wily has argued, although young people often brought forward that they wanted more participation and a change in the decision-making system, they are still largely in favor of collective customary-based tenure. Wily argues that customary tenure must be understood as "a system operated by a living community to regulate their living land relations, not forever a repository of elderly traditions dictated by elderly men."<sup>138</sup> Even if customary tenure systems might have shortcomings – especially in respect to the participation of marginalized groups – those shortcomings cannot be an excuse for companies to ignore and disrespect traditional structures.

**Recent situation:** It is still unclear which one of a series of three land laws established between 1949 and 1956 is valid. The Liberian government began to clear up this confusion in 2006 with the enactment of the National Forestry Reform Law and with the 2009 Community Rights Law. A new land policy issued in 2013 also aimed at clarifying this situation and gives much more importance to customary land rights. It states that the concessions that were already issued remain valid, but if the land is customary land, it remains as such. This means that any renewal of a concession agreement would require free, prior and informed consent from the communities who hold customary land rights. In 2018, the current version of the Land Rights Act (based on the land policy of 2013) was passed by the Liberian legislature and signed by the Liberian president.<sup>139</sup> Additionally, Liberia

makes efforts to implement the FAO's Voluntary Guidelines of Tenure.<sup>140</sup> These guidelines clearly state that "legitimate tenure rights including legitimate customary tenure rights that are not currently protected by law" must be recognized and respected.<sup>141</sup> All this shows that customary land rights are increasingly being recognized and claimed.

### 3.2.2 Consultation and consent of affected people

The concession agreements were signed by representatives of the Government of Liberia. The people living on the land were not part of the concession agreement negotiations.

**Consent of tribal authorities for public land:** The Public Lands Law of 1972 states in Article 30 that if a citizen wants to purchase a parcel of land, s/he needs to obtain the consent of the tribal authority.<sup>142</sup> This implicitly recognizes the right of the tribal authority over these lands. Article 70 of the Public Lands Law addresses leasing of public lands. It states that "the President is ... authorized to lease any portion of the public lands not appropriated for other purposes ... to any foreign individual, corporation, or company." The historical, ancestral and communal occupation, use and/or ownership of land amounts to an appropriation "for other purposes" – in this case, communal or customary activities. Thus, according to Articles 30 and 70, tribal land can neither be leased nor sold without consent of the tribal authority. A public land sale deed lacks any legal basis if it is not accompanied by a tribal certificate testifying that the tribes have consented to permitting the holder to use land in their communities. So, when a company identifies the land within its concession area that it wants to include in its development areas and fails to either limit such land to public unencumbered lands or to get tribal permission for a lease on tribal lands, the lease lacks one of its legal bases.<sup>143</sup>

### Consultation in international law and frameworks<sup>144:</sup>

The international guidelines referred to in this report clearly state the necessity of transparent consultation of affected people. The VGGT clearly requires "active, free, effective, meaningful and informed participation of individuals and groups in associated decision-making processes" (see Article 12.7). Principle 18b of the UN GP requires consultation processes of affected groups, as does General Policy A.14 of the OECD Guidelines. IFC PS 5 relies on IFC PS 1 for defining Assessment and Management of Environmental and Social Risks and Impacts and explains that meaningful consultation is a process that allows project-affected people "to express their views on project risks, impacts and mitigation measures, and allows the client to consider and respond to them" (IFC PS 1, Art. 30). This process should "be based on

the prior disclosure and dissemination of relevant, transparent, objective, meaningful and easily accessible information which is in a culturally appropriate local language(s) and format and is understandable to Affected Communities; ... [and] be free of external manipulation, interference, coercion, or intimidation" (IFC PS 1, Art. 30). The company then should incorporate the views of affected communities in its decisions on matters that affect communities directly. IFC Performance Standard 1 clearly states that a company cannot shirk its duties of stakeholder engagement to the government but must conduct a complementary process if so necessary (see also IFC PS 5, Art. 30).

**Free, prior and informed consent:** The Community Rights Law was established in 2009 before the newest plantation expansion of SRC but after the one of LAC. The Community Rights Law requires that communities be consulted and their free, prior and informed consent (FPIC) obtained for any decision concerning their community forest lands – and includes the communities' right to stop a project.<sup>145</sup> Among the international frameworks considered here, FPIC is required by the IFC standards when the project affects the land of indigenous people (IFC PS 1, Art. 32 and IFC PS 7, Art. 13).<sup>146</sup> ILO 169<sup>147</sup> requires FPIC for indigenous people, although Liberia has not ratified ILO 169. The VGGT also recommend FPIC. Socfin claims that "the Socfin Group has always respected the rights of indigenous populations or local communities to give or withhold their FPIC to all operations affecting the land or resources they are legally, communally or customary entitled to"<sup>148</sup> and claims to follow the "FAO Manual on Free, Prior and Informed Consent." Moreover, Socfin claims in its 2015 policy for responsible management that it "respect[s] the right of indigenous populations and local communities to give or withhold their FPIC to all operations affecting the land or resources on which they have legal, community or customary rights,"<sup>149</sup> therefore expanding FPIC to local communities irrespective of their status.

**Right not to be forcefully evicted:** An additional applicable right is part of the right not to be forcefully evicted. This right is a component of the right to adequate housing, a part of the International Covenant on Economic, Social, and Cultural Rights, which Liberia has ratified.<sup>150</sup> Forced eviction is defined as "the permanent or temporary removal against their will of individuals, families and/or communities from the homes and/or land which they occupy, without the provision of, and access to, appropriate forms of legal or other protection." The Liberian State may only seize property in Liberia through the use of eminent domain, i.e. if it is for an over-

riding national interest.<sup>151</sup> Plantations, however, generate private profits. Even in case of eminent domain, the Liberian law guarantees due and fair process to its citizens if they are evicted.<sup>152</sup>

### 3.2.3 Compensation for affected people

**International frameworks require compensation:** The VGGT clearly states that just compensation is required where tenure rights are affected (Art. 16.3). The UN GP state that if companies "have caused or contributed to adverse impacts, they should provide for or cooperate in their remediation through legitimate processes" (Art. 22). Articles 30 and 31 then state the requirement of a grievance mechanism and that adversely affected people have a right to remedy (Art. 25). The OECD GL have similar requirements (Chapter II, Art. A.10) that include providing adequate financial compensation to communities that are adversely affected.<sup>153</sup>

**(Economic) displacement and compensation in IFC Performance Standards:** IFC PS 5 on land acquisition and involuntary resettlement is most specific about what compensations must entail. IFC PS 5 clearly defines involuntary resettlement as "referring both to physical displacement (relocation or loss of shelter) and to economic displacement (loss of assets or access to assets that leads to loss of income sources or other means of livelihood) as a result of project-related land acquisition and/or restrictions on land use." This is a very important clarification, as it includes people who have not necessarily moved geographically but whose livelihoods have been 'displaced'. The objective of IFC PS 5 is that the companies should "improve, or restore, the livelihoods and standards of living of displaced persons" and to "improve living conditions among physically displaced persons through the provision of adequate housing with security of tenure at resettlement sites."

**Improvement or restoration of standards of living:** In several articles, IFC PS 5 specifies restoration and improvement. Article 9 states that the company must help displaced people "improve or restore their standards of living or livelihoods" and "where livelihoods of displaced persons are land-based, or where land is collectively owned, the client will, where feasible, offer the displaced land-based compensation." Article 28 specifies that economically displaced persons "whose livelihoods or income levels are adversely affected will also be provided opportunities to improve, or at least restore, their means of income-earning capacity, production levels, and standards of living." This is particularly urgent for land-based livelihoods.<sup>154</sup>

### 3.2.4 Concession agreements of LAC and SRC<sup>155</sup>

**SRC concession agreement:** The concession agreement of SRC comprises an area of 100,000 acres (> 40,000 ha) from which land was selected for the plantation. The contract was signed in 1959 between the Government of Liberia and two Dutch companies (Rubber Cultuur Maatschappij Amsterdam and Nordmann Rasmann & Co.). In 1997, Socfin started to invest. In 1999, it bought 70% of shares of the rubber processing factory of the Weala Rubber Company. In 2007, the Weala Rubber Company and the Salala plantations merged and Socfin became the sole owner.<sup>156</sup> According to maps of Socfin, the SRC concession area is now only 8,000 ha, though the authors could find no independent documentation of this reduction in concession size.

**LAC concession agreement:** For LAC, a contract was signed in 1959 between the Government of Liberia and the Liberian Agricultural Corporation (LAC).<sup>157</sup> The concession comprised “(a) the land lying between the St. Johns River and the Cestos River ..., Grand Bassa County, and including approximately 300,000 [acres (121,405 ha)]; and (b) a section of the land situation along the Tappeta-Webo Road and including approximately 300,000 [acres].” In 1998, Socfin bought the concession. Apparently, the LAC concession area is now only 300,000 acres [over 120,000 ha],<sup>158</sup> though the authors could find no independent documentation of this reduction in concession size.

**SRC and encumbered lands:** The land contract says that “the Concession area shall comprise a total area of 100,000 acres [> 40,000 ha], to be selected from unencumbered public lands within the Central Province ... [and in the] Western Province of the Liberian Hinterland.” ‘Public lands’ means that the land may not be privately owned. ‘Unencumbered lands’ means that the land is not subject to any use rights that would amount to an easement or servitude on the land. When SRC started its operations in the early 1960s, the plantation area was already inhabited, cultivated and considered to be ancestral land of people who had lived in the area for generations. Certain areas of the land that is now the SRC plantation area were deeded to individuals or groups of people. Another large area of the land is subject to tribal certificates or customary tenure according to customary tenure arrangements that had been, in effect, uninterrupted for generations. SRC should not have been allowed to choose land that was privately owned – either according to title deed or customary ownership – because such land was not public. It also should not have appropriated any land for development that was encumbered with

customary use rights without the consent of the rightsholders. In particular, the company has a duty to exclude land of deeded property owners, as those parcels cannot be part of the concession because they are not public land.

**LAC and prior uses:** The concession agreement clearly implies that the areas comprising the concession areas for LAC must be unencumbered. The concession agreement of LAC states that “the Government warrants that within the above-mentioned Concession Areas no other concession or right of any kind will be granted to any third party and that it will defend and protect the Concession Areas for the sole and exclusive use of Corporation.” Logically, the state’s commitment to reserve the concession areas for the exclusive use of the company could not have referred to lands that LAC selected to be part of the concession (and later the plantation). This is because the people living on and using these lands had customary rights to use the land that were protected by law and could not be stripped (except via the due process protections on expropriation established in the Liberian Constitution). Moreover, the state could not have leased out lands acquired after 1972 without permission from tribal authorities under the terms of Article 70 of the Public Lands Law. Thus by implication, the LAC concession agreement could not have granted leaseholds over customarily owned and occupied lands without the consent of the occupants (see section 3.2.2).

**SRC and LAC requests to the government:** Neither of the concession agreements specify which exact parcels of land were to be converted into plantations; it was left to the concessionaires to conduct a survey within 24 months of signing the agreement and to submit plans to the Liberian Government declaring the areas they wanted to develop initially. The concession agreements require the concessionaires to provide specific identifying information on an ongoing basis about any further areas that they wish to develop. The agreements also require the concessionaires to obtain government approval in advance. Both companies confirm that they have always notified the government of their intentions to develop new areas within their concessions. However, despite several attempts, the authors could not obtain any documents proving this from the Ministry of Agriculture, and SRC and LAC were not willing to deliver them.<sup>159</sup> Such documentation is important to show that the company first ascertained whether the land is encumbered, and if so, developed a plan for lifting such encumbrances (presumably, through consultation and compensation to the rightsholders) as part of the process of granting approval.



Land cleared by bulldozers in the SRC concession area in 2015

© David Alloycious

**SRC, LAC and “squatters”:** The areas for planting must be unencumbered (without prior uses or use rights), selected by the companies and approved by the government. The concession agreement puts the responsibility on the government to keep these areas unencumbered. The SRC agreement states that “the Government, upon request of the Concessionaire, will take such measure as may be required to prevent the settling of squatters on or near the development areas.” The LAC agreement states that for all government-approved land within the development area, for which the government accepted the rental, the government “agrees to defend and protect such title and possession for the sole and exclusive use of the corporation.” The agreement further says that “the government, upon request of the corporation, will take such measures as may be required to prevent the settling of squatters on the development areas which impedes the operation of the corporation under the concession.” The term “squatter” here can only apply to people who moved onto the land after SRC chose it. (If the land had prior occupants, it would have been encumbered and could not have been chosen at all without the consent of such occupants.) This implies that if at all, the government only took on a responsibility to provide for the resettlement of people who moved to the land after the concession agreement had

been concluded. As for the SRC agreement, “the concessionaire will not request that the government evacuates villages existing within the development areas unless such villages or their inhabitants impede the operations of the concessionaire under concession.” Regarding private deeds on land that SRC wishes to develop, SRC must reach an agreement with the owner of the deed. If such an agreement cannot be reached, the government should mediate for a “just and reasonable compensation.”

### 3.3 Salala Rubber Corporation (SRC): Expansions and evictions

SRC lies in Margibi County and, according to Socfin, 12 villages existed within the plantation area in 2018. Local activists estimate that considerably more villages are being affected, counting those which were evicted as a result of the concession established in 1959 as well as those on the concession borders (see table in section 3.3). Since its beginnings in 1959, SRC conducted several expansions on customary land. The expansion on new development areas that happened before 1997, when Socfin started taking over SRC, is not due to Socfin’s policies or decisions. But importantly, according to the land legacy issues (see section

3.2), grievances and land contestations are still relevant to Socfin's business. This report will give a voice to affected people recalling the evictions from the land they have lived on and farmed. These stories illustrate the violent history of the SRC plantation and put the recent expansions in 2002 and 2010 under (partial) Socfin ownership into context.

**Waves of expansion:** Expansions of the plantation area have taken place in several stages. Between 1959 and 1970, expansion was continuous. Significant expansions also occurred in 1978/79, from 2002 to 2007, and most recently starting around 2010 and including clearings until 2015. Representatives of about 20 villages reported to have been affected by such expansions. The focus of this report is on the expansions in 2002, 2007 and 2009 to 2010. According to the communities, these expansions affected the land of the following towns (not an exhaustive list) since 1959:

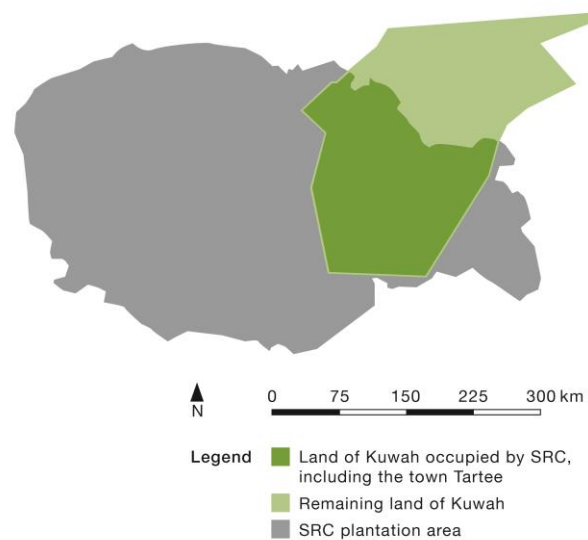
- Depelee, Varmue, Golonkalla, Jorkporlorsue and Monkeytail from 1961-1969
- Depelee, Varmue, Golonkalla and Monkeytail (again), plus Saye, Deedee and Penneh in 1978/9, Tartee in 1989.
- Penneh and Jorkporlorsue (again), plus Massaquoi and Daokai from 1997-2002
- Blomu and Bonodolon in 2003 and the following years
- parts of Gleeqbar (i.e. Lanco), Garjay and Gorbor, parts of Kuwah (i.e. Deedee<sup>160</sup> (again) and Ansa), Kolleh, Martin Gbar Village, Siaffa Molley and Fahn Whalee in 2010

**Proximity to Civil War:** Several plantation expansions happened just after the end of Liberia's First Civil War that waged from 1989 to 1997, as well as throughout the Second Civil War from 1999 to 2003 (before Socfin was the full owner). Customary land was taken while people had temporarily fled their homes. Socfin states that the IFC approached it after the war and asked for help.<sup>161</sup> Based on the authors' analysis, the company would have needed to take great care in consultations. Obtaining free and prior informed consent would have needed to be done with much caution and care under such circumstances.

**Encumbered lands:** The land that was mapped and chosen by SRC was encumbered, meaning it was held under community customary land rights or even deeded. Some communities (i.e. Fahn Whalee, Garjay, Gleeqbar, Martin Gbar (incomplete), Siaffa Molley) have tribal certificates. SRC claims that "there has been no proof that the company encroached on land belonging to the local residents ... SRC has operated within its concession boundaries in those areas."<sup>162</sup> While the latter may be true, the tribal certificates

together with people's testimonies in this report clearly show that the company encroached on people's customary land. People in these communities have long-standing and recognized rights of cultivation and occupancy on these lands.

**Private deeds:** Parts of the land connected to Daokai and Gorbor (belonging to Garjay), as well as the villages belonging to Kuwah land (Kuwah itself and Deedee) are covered by private deeds.<sup>163</sup> SRC has stated that it is "not interested in acquiring private land and therefore it has always tried to operate within its concession boundaries."<sup>164</sup> The participatory mapping, however, showed that SRC had planted on land covered by private land deeds inside the concession area. The land with private deeds should not have been considered public land and should not have been eligible to be included in the concession area.



**Schematic map illustrating the land situation of Kuwah Town (based on testimonies)** © Karin Hutter

**Deeds as resistance:** The date on the deeds was later than the concession agreement but before the plantation began operations on that land.<sup>165</sup> Before the concession was granted in their area, people did not need to have private land deeds because they could own and use the land according to customary law. When people learned about the concession after 1959, communities started to register customary land, and families began to obtain private land deeds to legalize the land they had long held under customary law. Getting such deeds was therefore a form of resistance against the encroachment of their customary land.



### Rows of rubber trees at SRC

**The case of Kuwah:** Three families of Kuwah obtained a private land deed that established collective community ownership over 4500 acres (1821 ha) in 1979. One of the families, in charge of dealing with the paperwork, also obtained an individual deed of 400 acres (162 ha) within the collective land deed. This land covers the area of Tarte at the border of Kuwah and the plantation land. In 2010, SRC took a portion of the collectively deeded land. A woman who is member of the family that obtained the land deed confirmed that the family bought the land and set their settlement boundaries. In 2010, people of SRC informed them that SRC had bought the land. “But our people bought it,” she said.<sup>166</sup> The company did not revoke its decision, and SRC cleared the land of Kuwah and planted rubber trees where people grew their crops.

**Planting on encumbered lands:** SRC argues that when the concession agreement was granted in 1959, “there were no villages or communities existing” on the concession area. Given the history of the area covered by the concession contracts, this seems improbable – and is contradicted by oral histories of the region. In addition, the concession agreement required that before planting in new areas, SRC should have notified the government to make sure the areas were unencumbered. SRC says that in the few instances of competing claims over rights to the land, surveys were conducted including the claimant, the relevant government representatives, and the company, and “all matters were resolved.”<sup>167</sup> During the research, the authors did not hear recollections of any such surveys or discussions. Neither the companies nor interviewees mentioned or provided any written documentation attesting that “all matters were resolved.”

In this situation where there are so many different kinds of land claims – including customary and statutory rights, use and ownership rights – the undocumented steps taken by SRC and LAC in no way can be considered sufficient for the companies to claim informed consent from the communities (see section 3.3.4).

The complex legal land situation (see section 3.1 and 3.2) is most detrimental to rural communities holding customary land rights. Land to which communities held customary rights at the time the concession agreements were signed should have been considered encumbered, even if it was not deeded. According to the concession agreement, it was and is the company’s responsibility to use only unencumbered land. The testimonies in this report show that at the time the land was ‘developed’: the forest was bulldozed and rubber seedlings were planted, and people already had customary rights claims and private deeds for these lands.

**Protection from being forcefully evicted:** Last but not least, the right not to be forcefully evicted is included in the International Covenant on Economic, Social and Cultural Rights that Liberia ratified in 2004 (see section 3.2.2). People are protected against “the permanent or temporary removal against their will of individuals, families and/or communities from the homes and/or land which they occupy, without the provision of, and access to, appropriate forms of legal or other protection.”<sup>168</sup> Many interviewees gave comprehensive testimonies about evictions that violated this right (see sections 3.3.1 to 3.3.4).



Plantation sign demarcating a rubber planting area in the SRC plantation

Village	Loss of land (year)	Destruction of town	Deeds or tribal certificates for which <i>Bread for all</i> possesses copies*	Date of issue
Ansa (Kuwah land)	2010		Customary land	
Deedee (Kuwah land)	2010		Deed	1979
Daokai	2000-2003	Half of the town	Deed	1960, 1966
Fahn Whalee	2010		Tribal certificate	1969
Garjay	2010	2010	Tribal certificate, deed	1961, 1979
Gleegbar	2010		Tribal reserved land	
Gorbor (Garjay land)	2010		Customary land	
Jorkporlorsue	1961, 1997-2002	1961	Customary land	
Kolleh	2010		Customary land	
Kuwah	2009		Deed	1979
Lanco (Gleegbar land)	2010	2010	Customary land, partly under Kuwah deed	
Martin Gbar Village	2010		Incomplete tribal certificate, deed	1961, 2002
Massaquoi	1998-2003		Deed (copy not held by authors)	
Siaffa Molley	2010		Tribal certificate	1973
Tartee (Kuwah land)	2009	1989	Deed	1979

\*This list includes only deeds and tribal certificates for which *Bread for all* possesses copies, with the exception of two deeds that we did not receive but that interviewees claim to have. Other deeds and certificates likely exist.

**List of villages affected by the SRC plantation. This list is based on people's testimonies during interviews and is neither exhaustive nor complete. It includes villages affected by SRC under the ownership of Socfin (as well as two affected earlier, but relevant for this report).**



**Kuwah Town, close to the SRC plantation**

### 3.3.1 Evicted villages and cleared lands

According to the interviewed villagers, residents of Lanco and Garjay were evicted due to plantation expansion around 2010. People were forced to abandon the villages in the face of bulldozers destroying their crops and the intimidation from company workers overseeing the destruction of community fields. The sites where the towns used to stand are now plantation areas. Small hills indicate where houses used to stand. A large mango tree that used to stand in the middle of Lanco (common in many villages) still stands between the plantation and the road. SRC claims people left these villages on their own and that SRC never evicted any community or destroyed any structure.<sup>169</sup>

**Lanco:** A man in his sixties from Lanco described evictions of families and the demolition of several houses. He recalled how during the rainy season of 2010, people of Lanco saw bulldozers crossing the river, coming towards Lanco. The villagers asked the workers why they had come and were told that the workers were preparing to turn the land into plantations. According to the interviewee, about 50 workers started clearing the land, scaring the villagers. The man said that “people left one by one. How could we stay? When the yellow machine [bulldozer] is coming, you cannot stay in the village. ... When they start digging, you are afraid to stay.”<sup>170</sup> Another man from Lanco adds that “in 2010, we saw a group of able-bodied men from SRC; they had cutlasses and were slashing our tree crops and vegetable farms. I threatened them with court action, but they challenged me to sue them. They asked if I had money to sue a corporate group like SRC.”<sup>171</sup>

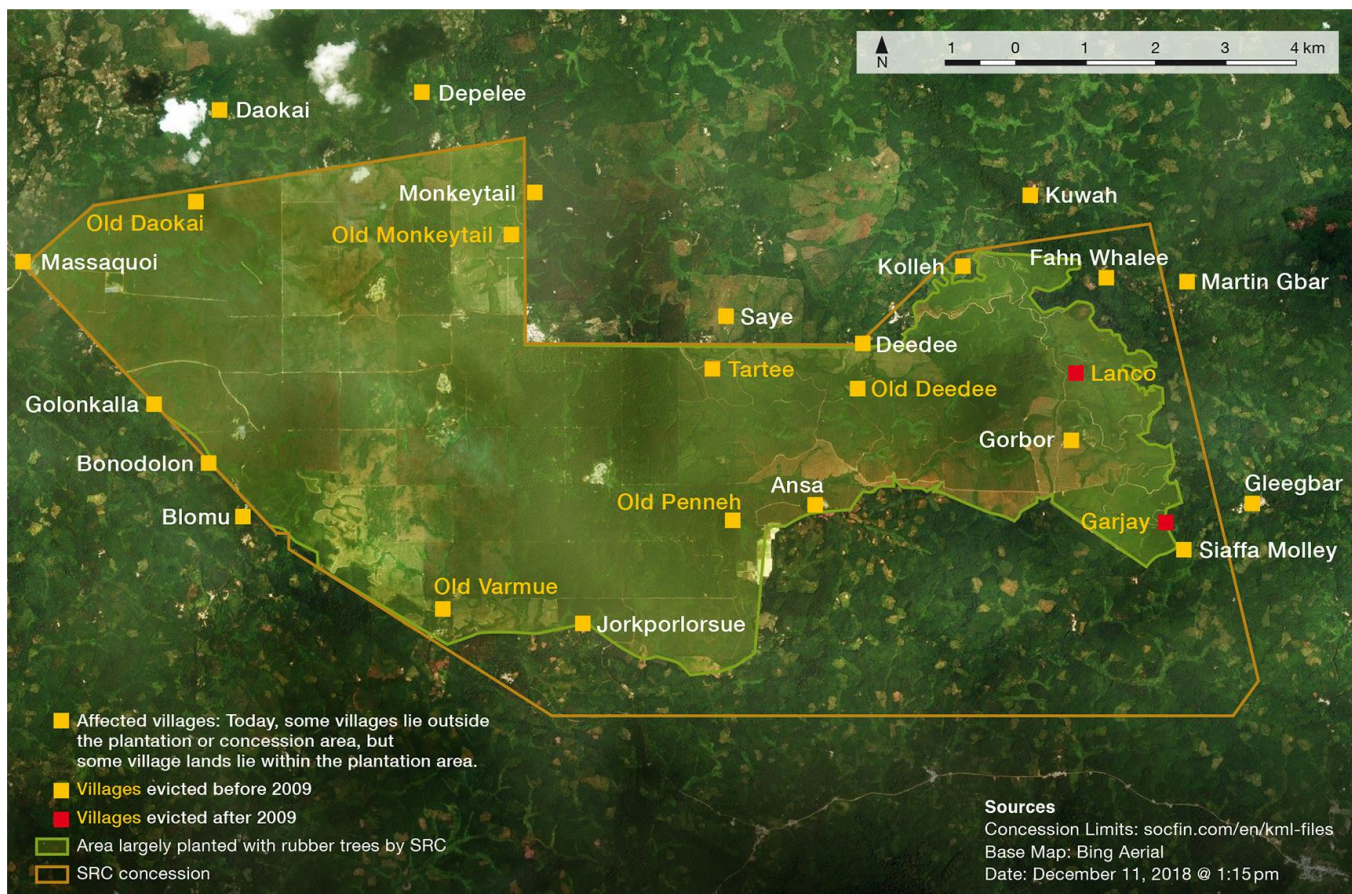
“People left one by one. How could we stay? When the yellow machine [bulldozer] is coming, you cannot stay in the village. ... When they start digging, you are afraid to stay.”

**Elder from Lanco**

Green Advocates reported in 2013 that residents complained that SRC had demolished Lanco and forced the residents to leave.<sup>172</sup> In a response, SRC claimed that the people of Lanco had deserted the village in 1990 due to the civil war.<sup>173</sup> This statement was met with laughter and disbelief by the people of Lanco in the interviews for this report. Instead, the man in his sixties who had recalled the eviction confirmed that he and his family had lived in Lanco throughout the war years: “I never left the place. I lived there until 2010 and before that, I never left to live in other places.” After the destruction of Lanco, people scattered to different places. “People live all over now,” the man said.<sup>174</sup>

**Garjay:** SRC claims that Garjay was deserted in 1978.<sup>175</sup> But people from Garjay tell a different story similar to Lanco’s. One man from Garjay recalls that one day in 2010, men came to their town with cutlasses and told the villagers that SRC had given them a contract to clear the land in the area.<sup>176</sup> In the face of this, people left the town.





This is a map created in a participative manner based on the testimonies of the community members. It shows towns affected by SRC, including those allegedly destroyed during its expansions. The concession area is marked according to the map of Socfin and comprises 8,000 ha and not the 40,000 ha of the concession agreement.

**Kuwah (Tartee):** Tartee was a village on Kuwah land. People report that in 1989, SRC cleared the land around the village and the villagers were evicted from Tartee. But because of the start of the civil war, the planting never happened and many people fled. Since the Tartee land is a part of the Kuwah land, the inhabitants from Tartee sought refuge in Kuwah with their families after the war, while they continued their customary and traditional activities including farming, hunting, fishing, gathering, visiting the graves of their ancestors and sacred sites on the Tartee land. Tartee is then a so-called production village, linked to a bigger town. It would typically have farms, farm huts, graves, sacred sites, so-called traditional schools and farmers would stay there temporarily. During farming seasons especially when there are rice farms and there is a need to drive away the birds, inhabitants will live in the old town.

In 2010, as two people from Kuwah explained, people of SRC entered their land again, including where Tartee once was, and informed them that “this land belongs to SRC. ... The company has bought this place, so you move.” The people interviewed did not seem to have understood that the

land was only being leased, not bought by the company – another indication of a lack of proper consultation. The people of Kuwah countered that they themselves had also bought the land and had a deed for it. People told the company that they were not ready to leave their land. Another day, the next group of company representatives came with several policemen and told the people that the company had bought the land. Reportedly, the police told the villagers that they would be jailed if they resisted. Out of fear, villagers gave up their land.<sup>177</sup>

In the case of the other villages, people were not physically forced to leave their villages, but SRC took their customary land, destroyed the crops and turned the land into a rubber plantation. The size of the land taken compared to the total customary land of each town varies. SRC took, for example, approximately half of the land for Kuwah (including Tartee). In other cases, like Gorbos or Jorkporlorsue, SRC took a large part of the land people had to cultivate crops. SRC cleared at least parts of the land of all the villages listed in table 2 (section 3.3), but this list is not exhaustive. We provide three detailed examples below.



**Large mango tree formerly located in the middle of Lanco**

**Gorbor:** In Gorbor, people still live in the village, but the rubber plantation starts right outside the village. An elder of Gorbor tells that he tried to get a tribal certificate for the land in 1987, but he could not complete the certification because of the First Civil War. People report that in 2010, SRC came and confiscated the land. The SRC workers came with bulldozers. The elder told us that people tried to stop the workers: “We stopped the bulldozer driver. He went back to get the company people and they came back the next day.” The next day, the workers came with more security guards and cutlasses. SRC told the villagers that the land belonged to the company. After about two months, most of the land of Gorbor was cleared.<sup>178</sup>

**Deedee:** Before Socfin took over, SRC plantation expansion entailed the eviction of old Deedee town around 1979. Then, the residents established a new Deedee on their remaining customary land at the border of the concession. A person from Deedee reported that around 2010, an SRC manager told them that SRC would now take the land to plant rubber. Deedee villagers reported that the workers then used their machines to clear the land, leaving the villagers with little means to protest.<sup>179</sup>

**Daokai and insufficient conflict resolution mechanism:**

In addition to clearing customary land used by communities, SRC allegedly tried to destroy traditional land marks used as boundary markings by communities. In Daokai, SRC wanted to build a road right through the town. The town chief said he sent a letter to SRC to tell them that this is their land. SRC responded in 2003 (before Socfin fully took over) that to the contrary, they were “not prepared to hold discussion with any group or individual on land matter that was concluded since 1959 between the Government of Liberia and the concessionaire.”<sup>180</sup> In 2014, the conflict around the land started again and SRC assigned a surveyor to investigate the claim of Daokai’s insistence that SRC had encroached on their deeded land. The surveyor came to the conclusion

that this was not the case.<sup>181</sup> But the residents of Daokai have rejected these findings in written form to SRC. In 2014, they wrote SRC again to complain that SRC workers were trying to destroy the soap tree,<sup>182</sup> often used for boundary markings for customary land or in villages because soap trees are very long-lived. Interviewed people report that SRC workers cut the tree and when it kept re-growing, used chemicals. The expansion area now reportedly covers land where the people of Daokai had planted their own rubber plantations and SRC started to tap the villagers’ old rubber trees.<sup>183</sup> With respect to the soap tree, SRC argues that “with the intent to make false allegations against the company, the local residents maliciously proceeded to plant traditional land markers within the SRC planted area bordering the village” and that SRC was forced to “chop down the invasive foreign seedlings.”<sup>184</sup> SRC claims that the soap trees were much smaller than the rubber trees and that as a consequence, they could not be traditional land markers.<sup>185</sup> When the authors visited the spot, however, not only were the stumps of the Daokai soap tree massive, but also the remains of community pineapple fields and a former creek platform (where the community used to fetch water) indicate that this indeed was customary land that villagers had used for agriculture. Furthermore, the case indicates the insufficient nature of SRC conflict resolution measures.



**Remains of the soap tree of Daokai in the rubber plantation**

**Position of SRC:** In regard to the evictions from these villages, SRC says that it has “not evicted any village or community as a result of its operations and neither it has demolished any architecture or structure.”<sup>186</sup> It has, so the company says, only planted trees around the villages in compliance with its ‘no eviction’ policy. SRC further argues that because no records of these events registered with the local or national government can be found, there is no evidence that they took place.<sup>187</sup> The company has consistently dismissed the coherent and comprehensive testimony of residents from the different locations about how these evictions took place. Furthermore, and despite company efforts to remove signs of traditional use (such as soap trees), the remains of old settlements can still be seen within the plantations. A team of Green Advocates and a journalist took videos showing the villagers’ consternation right after the areas had been bulldozed in 2010.<sup>188</sup>

### 3.3.2 Sacred forest and graveyards<sup>189</sup>

During its expansions, SRC also desecrated graves and sacred places in the forest used for traditional ceremonies and healings. One example was a snake bush, a sacred site where people bitten by snakes were treated; another was a site used for rituals. These places were either destroyed for rubber plantations or they were desecrated because people from the surrounding plantation entered these sacred forest without permission.

**IFC Standards:** The IFC standards confirm the close ties that indigenous peoples often have to their customary land and explicitly mention cultural, ceremonial, or spiritual connections (IFC PS 7, Art. 12). If land use has adverse impacts on such uses of the land, a company must make efforts to minimize the area of land used, enter into “good faith negotiations with the affected communities,” and document their informed participation (Art. 12, 14). The company’s aim must be to respect and preserve the culture, knowledge and practices of these peoples (IFC PS 7, objectives).<sup>190</sup>

**Sacred forest and graves destroyed:** Reportedly since 2007 when Socfin took over, sacred forest was destroyed in Lanco, Deedee, Garjay, Gorbtor, Fahn Whalee and Kolleh. A man from Lanco reported that a traditional herbalist of the village used to manage their snake bush to cure snake bites. SRC damaged and therefore desecrated the sacred snake bush.<sup>191</sup> The same man from Lanco explained that “the graves they pushed over are invisible for us now.”<sup>192</sup> People still know the general area where the graves were, but in this case, not the exact spots, because they were identifiable to people when they lived there but not marked with tomb stones.<sup>193</sup> In Lanco, Kuwah, Gorbtor, Garjay and Fahn Whalee, people report that their graveyards have been taken by the plantation. A man from Garjay explains that now, people cannot go to honor their ancestors anymore.<sup>194</sup> A man from Gorbtor adds, “the old graves, we cannot recognize [them] anymore because the land was changed by the bulldozer.”<sup>195</sup>

**SRC position and Garjay’s sacred forest:** SRC claims that it had never planted rubber trees on graveyards or sacred sites and always followed the governmental guidelines,



**Preserved remains of Garjay’s sacred forest, now desecrated because it is surrounded by the plantation**



**Land cleared for SRC replanting (plantation visible in the background)**

mapping and preserving all structures that “affected the sentiments of communities”.<sup>196</sup> A map provided by Socfin<sup>197</sup> shows several graveyards close to workers’ camps. The map also shows several protected forests within the new expansion areas. (The maps do not make it clear why the forests are protected, though according to the IFC, one is the Deedee sacred forest).<sup>198</sup> Apart from Deedee, the map does not show any such preserved graveyards or sacred forest at the places the interviewed community members were referring to (see above). There is, though, an area marked as a graveyard close to the old location of Garjay town on Socfin’s SRC map. The authors therefore assume that this is the patch of forest preserved near Garjay labeled as “sacred forest” (see photograph of the remains of the sacred forest above). A woman from Garjay says that it is a place reserved for members of the traditional secret societies.<sup>199</sup> This patch of land has indeed been preserved. But sacred forest tends to lose the sacredness when it is no longer a part of the forest, especially in cases when the sites are partly encircled by the plantation and other people have entered them (as it is the case for Garjay’s sacred forest).<sup>200</sup>

**IFC on graveyards:** On its project information portal, the IFC asserts that SRC has “preserved a 12-acre [4.9 ha] ancestral burial ground within the plantation. An additional 26-

acre [10.5 ha] parcel of land has also been preserved, on request, for the Massaquoi Town to preserve a relocated shrine and for expansion of the town (village).”<sup>201</sup> IFC provided GPS data for the preserved locations, though no such area can be detected close to Massaquoi on the map provided by SRC.<sup>202</sup> On the ground, the authors could not find any evidence of these preserved areas. Instead, people reported that they had not heard about such preservation of an ancestral burial ground at all. In Massaquoi, the inquiry drew laughter among residents. They report to never have heard of such.<sup>203</sup>

**Compensation for desecration:** SRC reports that where it was accused of desecrating existing sites, it had negotiated with the respective representatives of the communities and the Ministry of Internal Affairs. It states that in cases where communities had complained, SRC assisted them by buying items to perform rituals and sacrifices, particularly in the cases of Kuwah, Koleh, Deedee and Garjay.<sup>204</sup> For example, a Memorandum of Understanding was signed by representatives of Koleh and SRC in 2012, whereby Koleh would waive all allegations after having received the payment for the items. These negotiations, however, happened after the destruction or desecration of the sites, leaving compensation as the only option available to the community. Such an

approach by SRC is difficult to reconcile with the IFC standards' requirement for "good faith negotiations with the affected communities" and "informed participation."

### 3.3.3 No meaningful consultation

**Insufficient information:** In most cases mentioned in this section (3.3), SRC had some contact with the affected communities before the bulldozers came and cleared their customary lands. This contact was often in the form of surveys of the land earmarked for expansion.<sup>205</sup> These surveys happened in many cases a year or more before the bulldozers came to clear the area. Additionally, there were some meetings where SRC informed people of plantation expansion onto their customary land and of its plan to compensate for cash crops. But SRC did not sufficiently explain to the affected people why these surveys were being done and for what purpose. The information given neither conformed to the principles of free, prior and informed consent, nor was based on a thorough human rights due diligence process, as people were not provided the information that would have enabled them to understand and judge the full consequences of any signatures or consent given. Therefore, there was no meaningful consultation – at most, the information that their crops would be cleared and they would receive a set amount in compensation was announced to the communities.

**Liberian law and international standards:** In terms of national law, both public land law and community land rights law require consent from tribal authorities or affected people, respectively (see section 3.2). The IFC standards clearly require consultation of affected communities in an inclusive and culturally appropriate manner (IFC PS 1, Art. 21), including ensuring their free, prior and informed consultation and informed participation (Art. 22). Article 21 states that effective consultation "(i) should be based on the prior disclosure of relevant and adequate information, including draft documents and plans; (ii) should begin early in the Social and Environmental Assessment process; (iii) will focus on the social and environmental risks and adverse impacts, and the proposed measures and actions to address these." The iterative process must lead to the company integrating the views of the communities into its decision-making process, such as sharing development benefits (Art. 22).<sup>206</sup>

**Surveys and meetings:** Interviewed people often expressed that they had not received prior information about the company taking their land. A man from Fahn Whalee, a man from Gorbor and a woman from Kolleh reported that company employees came to make surveys a year or more

prior to the clearing.<sup>207</sup> One resident of Golonkalla explained there was a survey and that "the destruction of the company started with the survey that was done to show demarcation between the lands owned by the company and the communities' land. After the demarcation, the company told us that the land we have lived on for so many years is within the company land area so we should leave."<sup>208</sup> The man from Gorbor additionally mentioned meetings, affirming SRC's claims that such meetings had been held in 36 villages to discuss these issues.<sup>209</sup> The testimonies in this section show that for the interviewed people, these meetings were not sufficient for a meaningful consultation.

**Clearing under trees:** In several towns, people reported that they had been informed to clear under their trees so that the trees could be counted and compensated. This happened at different points in time and in several cases, people did not have enough time to clear under all their trees. The uncleared trees then were not counted for compensation. In Gorbor, the instruction to clear around their trees reportedly came at the same time that the company started to bulldoze the land. There was no time for farmers to clear under all their trees. In Lanco, a man said that SRC did not give them notice or consult with them.<sup>210</sup>

**Convincing people:** In at least one town, people reported that the company used local middlemen to convince the community members to agree to the company request for their customary land. For example, people in Jorkporlorsue explained in detail why they agreed to the company taking their land. They said that in 2006, "the company sent somebody ahead of them. He is a 'son of the soil' [a local man]. We trusted him." He gave promises of free schools and crop compensation, but the promises are undocumented. People said repeatedly that "he is a son of the soil, he is from this place. He told us there would be employment." That is why they agreed to the expansion.<sup>211</sup> A woman from Deedee expressed how she feels about the expansion that affected her village. When she saw the bulldozers coming, she did not do anything because "we cannot stop development."<sup>212</sup> SRC claims that no verbal promises had been made. The problem with verbal promises is that they cannot be proven. In customary law, an oral promise is worth more than a piece of paper, so communities are often unaware of the crucial importance of insisting on written documentation of any promises made. Even if they insist, companies often refuse to put such agreements in writing or do not leave a copy of an agreement with the community. As a result, communities are often left without any written documentation of commitments made by company representatives.

**Position of SRC:** SRC claims that it had notified not only the government, but also local residents, when it intended to clear new areas. SRC claims that “representative[s] from SRC Extension Team had meetings with locals regarding planned expansion” and crop compensation. A committee headed by a community representative went to 36 villages in and around the plantation to discuss and decide on crop compensation and other issues.<sup>213</sup> SRC claims that the communication was in writing – in the form of letters in local dialects to the communities – well in advance of the expansions. According to SRC, copies of the letter were sent to the relevant government officials and all due processes were followed according to the applicable laws. The authors asked SRC to share copies of these letters, but SRC did not do so.<sup>214</sup> Such a letter was never mentioned by any interviewee. Additionally, SRC argues that it has a community engagement platform that meets on a monthly basis with company and local government officials as well as community people. All land claims, SRC says, were communicated to the land commissioner, and a survey was “usually” conducted to establish whether the company operated outside of its concession boundaries.<sup>215</sup>

**Rights in the concession area:** SRC repeatedly emphasized that all of its plantations’ expansion was within the concession area. This may well be true. The land conflicts reported here concern land within the concession area. The company argues that it received the concession area in 1959 and after that, the right to use the land in the concession area was an issue between the company and the government.<sup>216</sup> But according to the analysis in section 3.2, SRC must ensure that any land it uses to establish plantations is not encumbered by customary rights or private deeds even for areas within the concession area. This obligation is clearly spelled out in the concession agreement, and the company must meaningfully consult with the affected people – if not ask for their consent.

**No consent or meaningful consultation:** Socfin claims that it had always sought the consent of people affected by the plantations.<sup>217</sup> On its website, Socfin specifies that it always “offer[s] villagers a choice of several different forms of compensation ... or [offers] the villagers staying [to stay] on their land and maintaining [maintain] a living space”.<sup>218</sup> First, this shows a very limited understanding of consent that does not include consent to whether or not people want to keep their land (for these “living spaces”, see section 4.1.3). The Public Lands Law of 1972 requires the consent of tribal authorities when public land is being leased out (see 3.2.2), but

there is no evidence to corroborate that SRC or the government sought this consent. Even more importantly, the Community Rights Law of 2009 requires that communities must be consulted and their free, prior and informed consent must be obtained for any decision concerning their community forest lands. Even if these forests are inside a concession area, SRC is not freed from such responsibilities (see section 3.2.2). The testimonies comprehensively showed that the stakeholder engagement and consultation by SRC is limited to sparse information, if at all. Second, the assessment in this report reveals that community members consider SRC’s procedures to be insufficient. For stakeholder engagement to be meaningful or effective, people must understand the scope of the project ahead of its implementation, its impacts, and the procedure they must follow to get compensation. The interviews strongly suggest that this did not happen and that furthermore, the procedures of SRC do not live up to the IFC Performance Standards and other international frameworks’ requirements of free, prior and informed consultation and participation, nor their recommendations of consent. Socfin’s claim that “the Socfin Group has always respected the rights of indigenous populations or local communities to give or withhold their FPIC to all operations affecting the land or resources they are legally, communally or customary entitled to”<sup>219</sup> cannot be reconciled with the evidence found in this report.

### 3.3.4 Insufficient compensation<sup>220</sup>

The IFC standards clearly state that people who face involuntary resettlement – physical or economic – shall be provided compensation for assets at replacement costs (objectives of IFC PS 5, Art. 8). The goal of such compensation is “to improve or at least restore the livelihoods and standards of living of displaced persons” (IFC PS 5, objectives).<sup>221</sup> The UN Guiding Principles and OECD guidelines also require compensation for adverse impacts (see 3.2.2).

**Insufficient compensation for trees:** In the case of SRC, only some people were compensated, and often not adequately, for their entire losses. As described in section 3.3.4, the process of counting trees was problematic. The information that people had to clear the vegetation below their trees so that they could be counted for compensation came too late in the case of many land owners. This led to claims that SRC did not pay for those trees under which vegetation was not properly cleared, e.g. because the owner of the trees did not have time to do so. Sometimes the trees were counted in a non-participatory manner, without sufficient inclusion of the affected crop owners. Often, trees were counted only after the destruction of the crops. This led to



**Cassava uprooted near Deedee during the last clearing (picture from 2015)**

© David Alloycious

inadequate estimates. Sometimes, the trees were not counted at all. Crop owners report that the process of compensation payments was unfair. They report that they did not get a copy of the document they signed. Everything happened in a rush: crop owners claim that they were made to sign or thumbprint a document, their pictures were taken and then they were pushed out of the office where the payment took place.<sup>222</sup>

A man from Lanco recalls that “they damaged about 6,000 rubber trees and only compensated me for 300 trees, claiming that the remaining 5,700 trees were not brushed [the land around them was not cleared] so they won’t be compensated.”<sup>223</sup> In Gorbora, a man reported that he had had 5,000-6,000 immature rubber trees, almost ready to be tapped, that were not counted. SRC gave just 3 USD per tree for a total number of trees that it estimated without his participation. SRC did pay, but he received only about 3,200 USD in total. “They did not pay the right price,” he added. His brother told interviewers that SRC did not pay him at all because his trees were not counted before they were destroyed. Now, nobody knows how many trees he had. He even took a complaint to SRC concerning crop compensation but got no redress.<sup>224</sup>

**SRC payments:** SRC claims that the entire crop survey and enumeration process had been “communicated to all relevant parties” well in advance. It claims that this survey was conducted in a transparent and participatory manner, jointly

with crop owners and relevant government agencies. SRC admitted in 2013 that some of the concerned government agencies were not present when some payments were made.<sup>225</sup> Documents provided by SRC show that three people confirmed having received compensation. One particular person hired a lawyer to get his compensation from SRC and received a compensation that is markedly higher than the other compensation payments that the authors know of.<sup>226</sup> The authors acknowledge that compensation was paid to some people, but many others were not or not sufficiently compensated. The testimonies have shown clearly that the procedure was neither transparent nor participatory for the communities at stake, leaving them with a feeling of being cheated.

**Compensation limited to perennial crops:** SRC does not compensate farmers for their customary land, nor does it pay rent to the occupants. If at all, compensation has only been paid for perennial crops like rubber, kola or palm trees. Interviewed people reported that their annual crops like cassava or pineapple were destroyed without compensation. SRC claims that it has paid for all crops, including annual crops.<sup>227</sup> This intention can also be seen on some “Analysis of Cash Crop” sheets of SRC.<sup>228</sup> But interviewees stated that they had never been paid these amounts. For other assets lost (e.g. houses), people did not get any compensation according to our information. The company views its obligation for compensation to be limited, arguing that the concession agreement of 1959 awarded the company the right to use

the land. Thus, SRC feels that it has no obligation to compensate people for the land, but only for the costs of labor they have already invested in certain trees.

**Compensation amounts not based on long-term value:**

People report that the company initially orally promised to pay 20 USD per tree, but SRC denies this.<sup>229</sup> It claims that the price was 6 USD, of which the government would pay half. The government never paid the 3 USD, claiming that there was no legal basis for this. SRC claims that it paid according to the rates approved by the government at the time. But as a general principle of law, the value of property damaged should be paid to the aggrieved party. In the case of perennial crops, this can be the replacement of the tree including the time it needs to grow it to productive age based on the annual yields.<sup>230</sup>

In the cases of the people interviewed, the compensation paid does not reflect the replacement cost of a productive tree, let alone the long-term value a tree carries for people. For many people, the trees are their sources of livelihood and even a sign of their right to this land.<sup>231</sup> The Ministry of Agriculture's document "Economic Crops Damaged during Development Projects"<sup>232</sup> gives guidelines for replacement values. In this document, the ministry defined the price for trees destroyed only two years after the latest expansion of SRC. The ministry set the compensation for each rubber tree in production (100%) at 97.92 USD; for each immature rubber tree (50% of crop in production) at 48.96 USD; and for each rubber tree out of production at 24.48 USD (25% of crop in production).<sup>233</sup> These numbers are far from the 3 USD that SRC has paid. This comparison of actual compensation paid with the government's own guidance on compensation for rubber and other trees clearly demonstrates the insufficiency of a compensation payment of 3 USD for a mature rubber tree.

When asked, a man from Lanco said that he would not know what price to put on a tree, but that if he had to put a price, he would put it at 750 USD per tree. When people around him said that this is an impossibly high price, he countered that these trees were his livelihood and that a tree can live for 35 years. "I would not sell my trees," he concluded.<sup>234</sup> A man from Fahn Whalee also explained that "they did pay us some money as compensation, but it is not the equivalent of what they took from us. And compensation is not payment for our things we had."<sup>235</sup>

**Gender bias:** All the crop owners interviewed are male members of the communities. They told about counting and about being insufficiently compensated. The women who are affected most strongly by the plantations and by the loss of access to the forest, to the trees and the land to farm, do not get any compensation. The Natural Resource Women's Platform shows that most of the compensations are channeled through the women's male counterparts: their husbands, sons, brothers or fathers.<sup>236</sup>

**No resettlement offers:** According to the information collected from people in the villages, no resettlement option was offered to them. The company denies having physically relocated people, so it did not offer resettlement options.<sup>237</sup> According to the information provided to the IFC, no people would need to be resettled, as the current land users had all come to the concession areas during the war.<sup>238</sup> The testimonies in this chapter, however, strongly suggest otherwise (see 3.3.1).

**IFC Performance Standard 5:** The IFC Performance Standard 5 of 2006 clearly states that compensation must be fair (Art. 3) and must compensate "for loss of assets at replacement cost" (objectives, Art. 8, Art. 20). IFC PS 5 (Art. 8) further says that "where livelihoods of displaced persons are land-based, or where land is collectively owned, the client will, where feasible, offer the displaced land-based compensation."<sup>239</sup> Compensation must "be transparent and consistent within the project" (Art. 8). The testimonies and arguments in this section show that the compensation process and payments of SRC did not meet replacement costs and were inconsistent within the project.

A basic principle of the IFC Performance Standards is that the physically and economically displaced or affected persons should be at least as well off after their displacement or being affected by a project as before.<sup>240</sup> The UN Guiding Principles also underline that a company's activity should not negatively affect people's rights to food, water, education or housing. In case of relocation, companies should take measures in order to provide an equal access to these necessities. Chapter 4 of this report shows that the outcome for the affected or displaced people does not "improve or at least restore" their livelihood (IFC PS 5, objectives), particularly with respect to access to land, food security and education.





**Village adjacent to the LAC plantation**

### **3.4 Liberian Agricultural Company (LAC): Expansions and evictions**

LAC's concession is located in Grand Bassa County and its area covers over 80 villages (including workers' villages) according to Socfin's own reference. The history of LAC started when the Government of Liberia constructed a road from Monrovia to Buchanan in the late 1950s. The government ran out of money and therefore started looking for investors, offering a concession – LAC – in order to get the required money. A Belgian company was interested, and with the concession fees, the government could finish the road. In 1998, Socfin bought the plantation.<sup>241</sup>

**Position of LAC:** LAC assures that since Socfin took over the plantation in 1998, it has always followed the guidelines laid down by the Government of Liberia. LAC states that contested claims to the land were resolved through discussions and there were no pending issues. Concerning allegations of lack of consultation and consent, eviction, destruction of graveyards or sacred sites or threats, the company states that "none of the above allegations are true."<sup>242</sup> The testimonies that the authors heard from the people interviewed for this report, however, tell a different story. Please

note that Socfin denied these allegations for both plantations.<sup>243</sup> Socfin's position is discussed in more detail in section 3.3.

#### **3.4.1 Evictions after war**

LAC's history of expansion is a little different from that of SRC, but the issues raised by affected people show similarities. The latest wave of evictions was in 2004 and the following years, but evictions had already started before Liberia's First Civil War. According to a local activist, nearly 500 families and 11 towns were affected. These towns comprise the so-called "Four Burned Spots" (an unofficial nickname for the four towns) of Gboeclean, Flo Joe, Moncray and Zoewee, the so-called "Seven Towns" Ceezon, Gbanfein, Wonwudu, Isaac Gaye, Nahn, Zoeworlor and Jaynakpah. Zondo would have been the 12<sup>th</sup> affected town, but it resisted eviction successfully. Additional towns in the same were also affected (see table in this section below).

**Evictions and war:** LAC started expanding the plantation around 1992, during the First Civil War. The management sent an evacuation notice to 12 towns: those in the "Four Burned Spots" and the "Seven Towns" mentioned in the

Liberian Agricultural Company	Comment	Year of land loss
<b>“Four Burned Spots” (Dist. 3.3)</b>		
Flo Joe	The deserted towns burned in 2007 in a fire in the LAC plantation and were from then on called the “Four Burned Spots”	2004-2007
Gboeclean		
Moncray		
Zoewee		
<b>“Seven Towns” plus Zondo (Dist. 3.3)</b>		
Ceezon	Moved from old towns (now in the plantation) and built a new town outside the plantation	2004-2007
Jaynakpah		
Zoeworlor		
Wonwudu		
Gbanfein	Moved from an old town (now in the plantation) and built a new town at the border of the plantation	Not affected yet
Isaac Gaye	Moved from an old town (now in the plantation)	
Nahn	Moved from an old town (now a camp)	
Zondo	Resisted evictions	
<b>Other towns (Dist. 4.3)</b>		
Saw Mill	Part of land taken	2005
Trodi		
Come Back Hill	Moved from an old town (now a camp) and built a new town outside the plantation	2005
Tehteh	Many people from Come Back Hill now live in Tehteh	Not affected yet

**List of villages affected by the LAC concession. This list is based on interview testimonies and is neither exhaustive nor complete.**

above paragraph, as well as Zondo – a town that successfully resisted evacuation. The civil war intensified. Many people were forced to flee the area and LAC stopped its expansion. After the war, many villagers came back to continue using the land belonging to their towns, clearing the land around ancestral graves, harvesting trees and collecting food in the forest. In 2004 and the years after, LAC cleared (parts of) the customary land of the 11 towns after a new eviction notice had been issued. The “Seven Towns” were evicted and either became plantation land or were turned into camps for workers.<sup>244</sup> Villagers decided to build new villages elsewhere. Four of the deserted towns (Zoewee, Moncray, Flo Joe, Gboeclean) burned in 2007 in a fire in the LAC plantation and were from then on called the “Four Burned Spots”.

Of particular importance was the proximity of the eviction areas to the civil war. Between the prior evacuation notice around 1992 and the evacuation notice in 2004 lay years of civil war, death and trauma. The whole process of informing

and consulting people should have been started anew and handled with special care and consideration for the massive changes that had taken place.

**Position of IFC:** When approving the loan, IFC stated when giving the loan that “site acquisition, land tenure and existing land uses” were issues of potential concern. IFC assures that LAC confirmed that “local people will not be physically or economically displaced.” IFC writes further that “there is no settlement within the areas identified for new rubber plantations, but there are small numbers (<100 individuals) of shifting cultivators,” assuring that “there will be no physical resettlement or economic displacement.” It states that the company had met with smallholders who settled in the area to discuss the plan and there “has been no objection to these plans.”<sup>245</sup> This contradicts statements of people interviewed in the context of research for this report: there were settlements inside the expansion area, including for example the town of Zondo, which is a local center.



**Remains of concrete graves near Old Gbanfein, now within the rubber plantation**

### 3.4.2 Sacred forest and grave yards

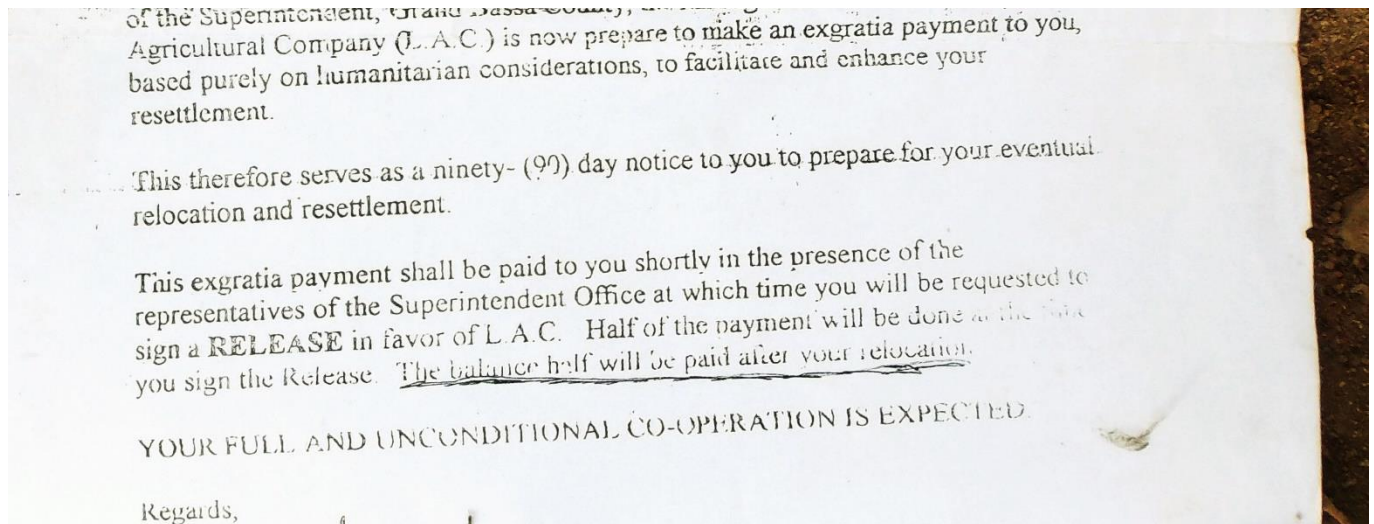
People affected by the LAC concession report that the expansion of the plantation destroyed sacred forest and graves. In Ceezon, a traditional priest says that LAC destroyed their sacred forest, where they used to conduct traditional activities. She noted that villagers had even erected a fence around this sacred area to make it easily recognizable. Now, there is no place to perform these traditional activities.<sup>246</sup> In Gbanfein, a woman tells that she “was the head of the traditional institution for initiating girls. But there is no bush now to take the girls in order to carry on the traditional training of our young girls.”<sup>247</sup> Near the spot where Old Gbanfein was, cement graves inside the plantation are now overgrown, as the pictures show. This conflicts with the IFC’s stated objective to preserve cultural property and sites.<sup>248</sup>

### 3.4.3 No meaningful consultation

In terms of national law, public land law requires the consent of the tribal authorities in order to purchase public land. Based on the Public Lands Law of 1972 (Articles 30 and 70, see 3.2.2 for detailed argumentation), the authors argue that in case of long-term leases of public land, consent of tribal authorities is required. Community consent is also required before land encumbered by customary use can be converted into concession plantations, as land that was in use should not have been leased out. The IFC Guidance Notes already

in place before 2006 state that consultation of affected people is necessary in such projects, particularly for indigenous peoples and projects that involve involuntary resettlement. This consultation must be “sound and culturally appropriate,” the information provided must be “adequate and timely” and the communities must be “given sufficient opportunity to voice their opinions and concerns.” Further, the company must have “clear mechanisms to respond to people’s concerns, suggestions and grievances”<sup>249</sup> (Guidance Note F, Art. 3). Socfin claims that it had always sought the consent of the concerned persons.<sup>250</sup> But the examples in this section and section 3.4.1 show that land was cleared and towns were burned without meaningful consultations with rightsholders living on or using these lands, and without their consent to give away their customary land (see also 3.3.4).

**No meaningful consultation:** Villagers were not part of the negotiations about the concession agreements. In Gbanfein, a villager said “we did not know that LAC owned the land until when they told us.”<sup>251</sup> A fellow villager added that “the company came and took us from our town and planted their rubber on our land.”<sup>252</sup> Many people remember a difficult eviction process. They report that LAC did not inform them in a meaningful way – moreover, information often involved threats. Often, there was not enough time for people to prepare for the resettlement. A man from Gbanfein told us that



### LAC eviction notice to Saw Mill from 2004

“LAC did not inform us about the expansion but just demolished our crops. ... One day, we just saw the LAC people brushing [clearing] the land and destroying the crops. They said that we are squatters on the land because government gave the land to LAC.”<sup>253</sup> Another man explains that there was not enough time to prepare for the resettlement. All they could do was grab whatever they could. According to him, LAC threatened to take their things if they did not leave.<sup>254</sup> A man from Jaynakpah tells a similar story: “I refused to move. Then LAC threatened me that they will plant their rubber trees in my kitchen and if my children broke one of them, then they will put me in jail. So, after five days, people came to me to beg me to leave. ... I moved finally because the company threatened me and I was afraid of going to jail.”<sup>255</sup>

“I refused to move. Then LAC threatened me that they will plant their rubber trees in my kitchen and if my children broke one of them, then they will put me in jail. So, after five days, people came to me to beg me to leave. ... I moved finally because the company threatened me and I was afraid of going to jail.”

#### Man from Jaynakpah

**Eviction notice:** An eviction notice sent to Saw Mill<sup>256</sup> shows what information was presented to affected villagers. It says that “this therefore serves as a ninety- (90) day notice to you to prepare for your eventual relocation and resettlement. This exgratia payment [for assessed crops and structures]

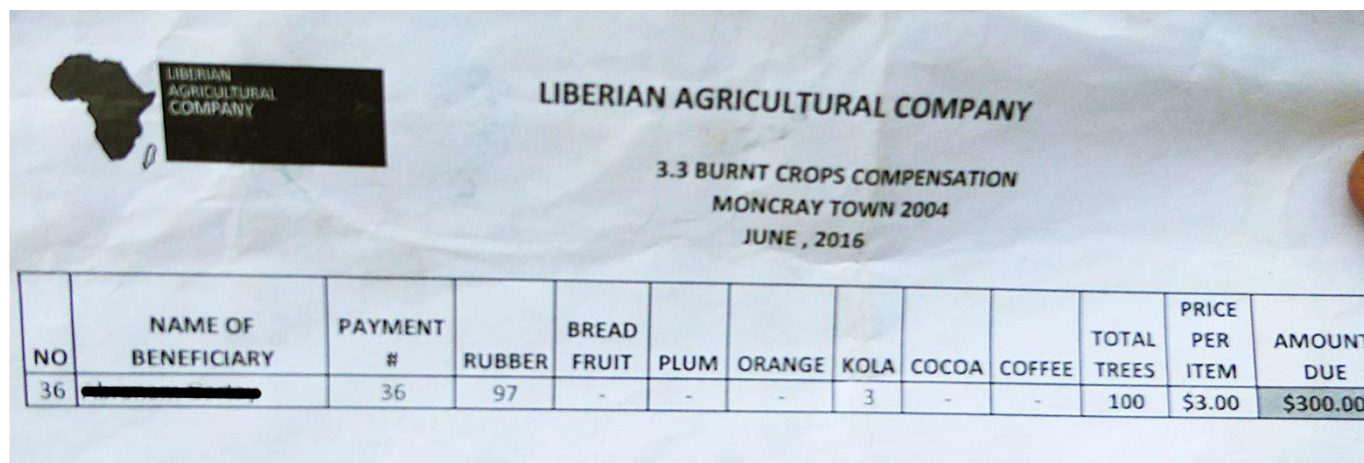
shall be paid to you shortly ... at which time you will be requested to sign a RELEASE in favor of L.A.C. Half of the payment will be done [at the time] you sign the Release. The balance half will be paid after your relocation. YOUR FULL AND UNCONDITIONAL CO-OPERATION IS EXPECTED.” This shows that rather than a consultation, people were presented with an eviction notice.

There is no evidence to corroborate that LAC would have obtained the consent of tribal authorities as required by the Public Land Law (see 3.2.2). The consultation of people – particularly in an immediately post-war context – does not meet the requirements of IFC Guidelines to consult people meaningfully and in a participative manner.

#### 3.4.4 Compensations<sup>257</sup>

The conflicts related to compensations are very similar to those in the case of SRC case presented in section 3.3.5. The points of contention include initially low and incomplete compensation, no compensation for many crops and no compensation for resettlement. This is in violation of the earlier version of the IFC Guidelines that LAC was required to follow, which state that “compensation for property acquired should be economically and socially just.”<sup>258</sup> LAC, by contrast, considers the compensation as “ex gratia payment to you [the crop owners], based purely on humanitarian considerations, to facilitate and enhance your resettlement.”<sup>259</sup> LAC does not explain further why they would consider these compensation payments only as ex gratia payments.

**Struggles for just compensation:** LAC states that a Liberian government team in cooperation with community representatives and LAC conducted a census of houses, perennial and annual crops of affected owners, after which all



NO	NAME OF BENEFICIARY	PAYMENT #	RUBBER	BREAD FRUIT	PLUM	ORANGE	KOLA	COCOA	COFFEE	TOTAL TREES	PRICE PER ITEM	AMOUNT DUE
36	[REDACTED]	36	97	-	-	-	3	-	-	100	\$3.00	\$300.00

### LAC sheet stating 3 USD compensation per tree for a village in the “Four Burned Spots”

owners were compensated as per government-approved rates.<sup>260</sup> This contradicts the testimonies of people interviewed that – if at all – they got their compensation only after they fought for it. Already the “Action Plan” in 2005 (see below in this section) attests to difficult negotiations. Remaining compensation payments were again made in 2016,<sup>261</sup> more than ten years after the evictions and only after enduring mobilizations and struggles of the affected land owners.

**The “Four Burned Spots”:** In the case of the “Four Burned Spots”, the LAC management reportedly counted people’s crops around 1991, but the compensation payment had not yet been distributed at that time. A man from Flo Joe remembers that “it was in 1991, LAC came and informed us that they were coming to take over the area. They said they were going to send someone to check all crops that people had in the town and yes, they came in and did what they said. At that time the war was on. ... They gave papers at that time that after the war they needed to come in and pay for those crops. After the war they did not fulfill their promise but instead they came and continued with their work and planted their rubber.”<sup>262</sup>

**Government intervention:** Around the time of burning the towns, discussions about compensation began again between the affected communities affected and the company about the compensations. There was a legal conflict between the crop owners of the “Four Burned Spots” and LAC about these compensation payments. A committee of several government officials then came up with an action plan, signed by elders of the respective communities, though it is not clear to what extent individual tree owners were involved. This plan concluded that the initially offered 1.50 USD per tree was too low compared to the Ministry of Agriculture’s recommendation of 6 USD (at that time). With what was

thought to be a compromise, the committee instructed LAC to pay 3 USD. LAC paid the requested amount for the trees that they assessed, and apparently said that the government would pay the balance of 3 USD, although there is no written evidence of the government having promised that. The crop owners are still waiting for the balance that LAC claims the government will pay. A man from Flo Joe told us, “the government has not paid the balance money. We asked them how [the] government will pay this amount and the company told us that we can find any means but they do not know because they have paid their part.”<sup>263</sup>

**“Seven Towns”:** For the “Seven Towns”, landowners report that LAC did not comprehensively count the trees and also had not paid the compensation. Around the time of the destruction of the “Seven Towns”, people started to negotiate the conditions and details of compensation with LAC. These discussions ended in the Memorandum of Understanding (see section 3.4.5). The “Four Burned Spots” came into this negotiation later.

**Insufficient compensation:** Similar to the situation at the SRC plantations, villagers feel that they were cheated and that the compensation is unjust, especially when compared to IFC requirements. In Gbanfein, someone said that “they [LAC] did not pay for crops except rubber. They just paid you whatever they wanted to. What LAC gave us is peanuts. ... For example, somebody had 1,000 trees on the paper but they gave the person 200 USD or 125 USD. The company and the government connived.”<sup>264</sup> A man from Ceezon specified a big part of the problem: “Also, we did not get paid the whole amount of the money on the pay slip. Because the payment went through a middleman.”<sup>265</sup> A man from Come Back Hill explained that the people agreed “because LAC

said ‘if [you] don’t agree, then the company will just destroy the crops’.<sup>266</sup>

**Resettlement:** In contrast to the situation at the SRC plantations, LAC acknowledges that its plantation expansion required resettlements that LAC discussed with the affected people. People recalled that their houses were also assessed for later compensation. Reportedly, LAC measured the houses in terms of number of rooms per house or structure of the roofs. LAC told people that they were not paying for houses because they were going to build houses for them at the relocation site.<sup>267</sup> To our knowledge, LAC neither paid house compensation nor built new houses apart from the workers’ camps that it erected for its own workforce.

LAC said ‘if [you] don’t agree, then the company will just destroy the crops’.

**Man from Come Back Hill**

### 3.4.5 Memorandum of Understanding<sup>268</sup>

**Context:** During and after the evictions of 2004 and the following years, there was considerable and loud resistance against LAC’s operations. At the same time, LAC applied for a 22 million USD loan from the *Agence Française de Développement* (AFD), the French development bank, to plant rubber trees “in continuation of the 2004 expansion” and to support smallholder rubber plantations. The struggles against the expansion of LAC plantations gained so much political visibility that even then-President Ellen Johnson Sirleaf visited the area for inspection. She clearly stated that any land occupation by LAC must be done in negotiation with the people of Grand Bassa County.<sup>269</sup> LAC therefore established a Memorandum of Understanding (MoU) with the affected communities in this area (District 3.3).

In the end, the AFD loan did not materialize. Nevertheless, the MoU was signed in 2007 and contains many LAC commitments to the communities such as schools, resettlement areas or jobs. LAC has not fulfilled most of them, and people are still waiting. A man from Moncray recalls that “when the company came in 2004, they took away ‘Seven Towns’. At that time, we entered into an MoU. ... They are supposed to build community schools, a community clinic and a children’s playground, but up to now nothing has been done. Everyone knew about this agreement or MoU.”<sup>270</sup> A woman from Gbanfein complains that “nothing they have done for us. All their promises have not been met for 13 years now

and we are still waiting.”<sup>271</sup> Nearly identical reports come from New Ceezon.

**Commitments in the MoU:** The commitments in the MoU range from economic empowerment, improved housing, improved water and sanitation, and new educational and health facilities, to promising 750 jobs (including 500 permanent ones). The government allocated 100 acres (40.5 ha) outside the plantation for the company to resettle people and build all the infrastructure. Arguably, these promises were intended to convince people to give up their struggle against the expansion. A local activist from Gbanfein explains how effective these promises were: “When the company came in, we were told that it was going to improve our lives and so we accepted it. We took the company to be our mother company because we were thinking that it was a blessing for us. We did not know it was not a blessing, but a hell.”<sup>272</sup> An old woman from Wonwudu recalls what LAC was invoking when they came: “When they [LAC] came ... to old Wonwudu where we stayed, management said we should leave the place. They said that they are going to build houses for us, that they are going to build a school for the children. That they are going to transform our life from the old life to the modern life. But we are still waiting for these things to happen. ... They told us while they are in the process of preparing a new place for us, they will even take care of feeding us. They have not done anything like that. The children are not in school. We have not gotten anything.”<sup>273</sup>

When the company came in, we were told that it was going to improve our lives and so we accepted it. We took the company to be our mother company because we were thinking that it was a blessing for us. We did not know it was not a blessing, but a hell

**Farmer in Gbanfein**

**Who is included:** People understand that the MoU is for the 12 towns (the “Seven Towns”, “Four Burned Spots” and Zondo) affected by the expansion in the years leading up to 2007. LAC, however, argues that the MoU applies only to people who gave up their land after the MoU was signed in 2007 – meaning no one.<sup>274</sup> The MoU also mentions 12 villages, but no village names are specified: only that they are in District 3.3. 12 villages were indeed affected by the 2004–2007 expansion, and people there resisted the expansion in District 3.3. Despite our request, LAC does not clarify exactly which 12 villages the MoU refers to. This means that the

MoU is open to interpretation and misinterpretation. It is not surprising then, that people in the villages understand that they are entitled to get what, in their understanding, has been promised.

**Signatories:** The MoU is signed by the LAC general manager, representatives from the government and by some people “for the people of Grand Bassa County.” Several elders refused to sign the MoU, as they found it deceitful. Particularly, the “Resilience Council of Elders” and the village of Zondo resisted (see section 5.4.3). The chairman of this council, who was also the Chairman of Elders of District 3 at that time, did not sign the document because people wanted to keep the land rather than accept petty compensation. He told us that LAC tried to convince him to sign, but he refused. Instead of finding a unanimous and fair resolution to the outstanding land legacy issues, the company found other individuals willing to sign the original version of the MoU. Among the signatories were allegedly two women from one of the villages with no particular representative function, and certain paramount chiefs and youth leaders.<sup>275</sup> Community members are clear that these signatories had neither the mandate nor legitimacy to sign in the name of the 12 towns, revealing how this MoU divided the affected communities.

To conclude, the MoU is formulated in a misleading manner that leaves a lot open for interpretation, e.g. which specific villages are subject to this MoU. There is no evidence to show that LAC assessed whether the people who signed the MoU had the mandate to do so in the name of the affected communities. LAC’s approach does not adhere to international standards such as the IFC standards concerning stakeholder consultation.

### 3.4.6 New expansion

LAC has been announcing plans for new expansion of the plantation since 2015.<sup>276</sup> It is unclear what the state of the expansion is at the moment. The general manager of LAC stated that any future expansion would not involve clearing existing forests and that LAC has no plans to evacuate Zondo as part of its 2018-2030 expansion plan. He further confirmed that LAC will not expand into any inhabited areas.<sup>277</sup>

**Meetings in 2015:** Meetings were held in December 2015 with the Land Commission of Liberia and assisted by LAC to inform the affected population on expansion plans and to obtain their consent. According to an article in a daily newspaper published on the LAC homepage, the expansion could affect nearly 30 villages and the meetings were “consistent

with the free, prior, and informed consent process,” to present people a new MoU.<sup>278</sup> The company confirms that it has no intention for further expansion “unless and until the people are ready and willing” and the “land is made available.”<sup>279</sup> In contrast, accounts of community members below suggest that the process to date cannot be considered to be in line with the company commitment to FPIC.<sup>280</sup>

“To that we said absolutely NO, NO. If they evict us from here, where do we go? If I go to another county, I will remain a stranger until I die.” Another elder said that “we have been here [in Zondo] a long time, we are not squatters. Our people were living in this place before Liberia even existed as a country.”

### Elders in Zondo

**Uninhabited:** Affected people whom the authors met have a different view of these meetings. A local activist says that many villagers boycotted the meeting because they had lost trust in the company’s promises. One of the meetings was in Zondo. People in Zondo report that already in 2009, LAC representatives came to look for suitable land on which they could expand. Then, the villagers together with LAC formed a commission to find land in neighboring counties for LAC to develop. For the community people, it was clear that suitable land meant uninhabited land. An elder from Zondo remembers that “we went all over, all the way to the neighboring countries, to find uninhabited land. We went back to their office with our report. The report said that they [LAC] can find uninhabited land if they build a road towards Riverside and Nimba. But LAC just said ‘we have no plantation over there. We want the land here.’” The elders of Zondo made it clear that they would only sign the MoU if LAC committed to choose uninhabited (instead of suitable) land. When LAC accepted this change, the elders did sign the MoU, but no copy was left with them. “Now we are in 2018 and we do not know what LAC is planning for us again,” the elder then said. “We do not want to move from here. This is our ancestral land in Liberia.”<sup>281</sup> (See also section 5.4.3.)

**Resistance:** In many towns, people expressed very clear opinions against the expansion. A man in Wonwudu said that the LAC superintendent came and told them that LAC wants to expand and people should move. But villagers said that “we have no place to go except [unless] they force us like they did before.”<sup>282</sup> A man in Tehteh said that “LAC wants to

take the small piece of land here. But we say no today and no tomorrow. We are doing this for our future and for our children, because LAC has not done anything for us.”<sup>283</sup> It became clear in all the meetings and interviews during our investigation that villagers refuse the new expansion under the conditions of LAC. They know that they have customary land rights and have experienced the pitfalls of corporate promises and MoUs.

“LAC wants to take the small piece of land here. But we say no today and no tomorrow. We are doing this for our future and for our children, because LAC has not done anything for us.”

**Man in Tehteh**

### **Zondo: The power of resistance**

Zondo was supposed to be affected by expansion together with the 12 villages in 2004-2007. But residents resisted the company’s endeavors and were in the end successful: Zondo still exists and villagers have secured access to their customary land. Zondo is and has historically been a local center. It has significant public infrastructure such as a school and a clinic. The LAC plantations are about 50 minutes walking distance away from the town.

**Resistance to planned expansion:** People report that in 2004, they were taken by surprise when LAC attempted to take their customary land.<sup>284</sup> An organization called PROSPER (Peoples’ Rights Organization Supporting Protected Ecosystem Resources) that was apparently connected to LAC identified the land of Zondo as plantation land, even though people of Zondo did not know about any plans for building a plantation there. One of the elders tells the story of how the resistance started. The elders and the paramount chief were traveling back from the coastal town of Buchanan when they met villagers from other affected communities who had just received eviction notices. They consulted the concession agreement to find out if their town and customary land had also been given to the company. “To our utmost surprise, the agreement says that we are squatters,” the elder remembers. So, people wrote to the company to state their opposition to their customary land being turned into a rubber plantation and to propose negotiations to reach an agreement that would spare their customary land.

**Arrests:** While traveling from Zondo in January 2005, the elders met heavily armed national police and plant protection division security personnel of LAC on the highway. The superintendent identified them as the troublemakers, and shortly after, 94 people were arrested. The elders remember that the police kept them for 72 hours without charge in an overcrowded room. The conditions and the treatment were disgraceful. “These arrests were done by Liberian police; the late Superintendent went to the Justice Minister, who sent soldiers straight to LAC to arrest us. The Government is LAC and LAC is the Government,” an elder said. After their release, Zondo residents continued their resistance and even engaged government officials and elected representatives in the national parliament in their struggle to keep their land.<sup>285</sup>

**NO to new expansion:** LAC has announced further expansions of its plantation area and Zondo is again threatened by these new expansion plans. An elder leaves no doubt that the community response to the company plans is clear: “We will not move from here because before the forming of Liberia, we were already here.” Regarding the new expansion, he adds, “to that we said absolutely NO, NO. If they evict us from here, where do we go? If I go to another county, I will remain a stranger until I die.” One elder said that “we have been here [in Zondo] a long time, we are not squatters. Our people were living in this place before Liberia even existed as a country.”

**No dialogue:** People concluded that LAC is not willing to address their requests and find a solution that works for both sides. An elder explained that “we are thriving, even though the government said that LAC owns this place. ... If LAC says they are helping this community, this is false, completely false. The only assistance there has been is this road. The government and company agreed to bring in this road ‘in the spirit of confidence building’. There has been no assistance ever after this road. If there is any support, it is to individuals, not to the village.” And the elder stated that “with LAC, the problem is, if we talk, they play deaf ear.”



## 4. Access to food and water

Increasing food insecurity and difficulties in accessing safe drinking water are important issues at both SRC and LAC plantation sites. In its statements, SRC emphasizes that the company will contribute to the “developmental needs and wants of residents that are within proximity of its concession areas,”<sup>286</sup> that it has improved the life and food security of the citizens in the communities, and that household incomes have risen.<sup>287</sup> Testimonies of people, however, show a very comprehensive picture of how access to food – and at times also to safe water – has become more difficult after having lost their lands. This affects women in particular, as they are responsible to feed the family. After losing land, they face challenges in finding enough food for their families and enough land to cultivate food crops.

### 4.1 Food security and farming at the margins

One of Socfin’s main arguments in support of its activities is that it contributes to the modernization of agricultural technologies and to development in the countries where it operates (see section 2.4). But when it comes to large-scale concessions, research shows that in Liberia, communities affected by such concessions often have limited access to food and are less food-secure than other communities.<sup>288</sup> The principal cause for this increase in food insecurity for communities affected by the SRC and LAC concession areas is the lack of access to their customary land – land on which communities were able to cultivate staple foods as well as cash crops before they were deprived of using this land now occupied by rubber plantations. The case of SRC and LAC shows the many ways in which the operations of the companies affect people’s access to food and abuse their right to food as defined in Article 11 (plus General Comments 3 and 12) of the International Covenant on Economic, Social and Cultural Rights.

#### 4.1.1 Food security

**Situation before plantations:** Food may have been scarce at times before the arrival of the plantations, for example when crops were destroyed by drought, floods or insect outbreaks. However, villagers throughout the concession areas of both companies confirm that despite such extraordinary periods of hardship, they were able to feed their families.

Peoples’ perception throughout the plantation area was that they have been facing increased food insecurity through the loss of large parts of land that was previously available to them for food production. Before the companies deprived villagers of access to their customary land, they were predominantly living off the land. People recall that they could grow food for their families and cash crops to provide for basic cash needs. Their wide variety of crops included bananas, rice, cassava, cacao, kola, oranges, pineapple, coconut, sugarcane, breadfruit, mango, cucumber, tomato, peas, corn and pepper. One woman remembers, “when I was a child, our parents fed us three times [per day] because they had plenty land which was used for farming, growing enough food to feed the family and selling some to solve other family problems. The forest was used for hunting and medicine, and rivers for catching fish. Now, I can only feed my two children one time a day.”<sup>289</sup>

“If they [LAC] would at least give us a chance to work so we can eat, or some place to farm like before so we can grow our food, we would be better.

How do we eat? The next town, they also have many children and no land. The land is too little to feed us.”

**Farmer in Gbanfein**

**Increasing food insecurity:** In many interviews, the people who lost access to their land and still live within or adjacent to the plantation areas of LAC and SRC reported that their food security situation has deteriorated. They no longer have access to sufficient land for farming. In Deedee, one woman reported that “the company came in to destroy our fields. Now we have to buy cassava. We have no place to plant cassava anymore.”<sup>290</sup> The situation is extreme for certain towns affected by the SRC plantations. While some have no land to cultivate at all, others have enough for some farming, but not enough for shifting cultivation, growing cassava and cash crops (i.e. Ceezon, Come Back Hill (now in Tehteh), Gbanfein or Wonwudu). In Gbanfein, somebody said, “if they [LAC] would at least give us a chance to work so we can eat,

or some place to farm like before so we can grow our food, we would be better. How do we eat? The next town, they also have many children and no land. The land is too little to feed us.”<sup>291</sup>

**Loss of income:** Additionally, people suffer from loss of income as a consequence of being deprived of using their customary land. Their losses are often larger than the company wages they could earn, particularly for contract workers. One woman from Jorkporlorsue, who sometimes clears grass as a contract worker in the plantations, says the money she earns is just enough to buy rice but not enough to buy soap or green vegetables.<sup>292</sup> SRC does provide some bags of rice to the communities at special occasions, such as Christmas or Independence Day. People often mentioned this act in order to show appreciation for SRC’s efforts. Additionally, contract workers have the option to receive a 50 kg bag of rice at a reduced price from SRC, with the price for the bag of rice deducted from their wages.<sup>293</sup> According to the testimonies, however, contributions from the companies do not make up for the increase in food insecurity the companies’ rubber plantations are causing.

**Severe food insecurity:** Many people, particularly women, said that food insecurity is a serious issue for them and they do not know how to feed their children. “The land we can use is only small, so it’s not enough to plant to feed a family. So, people sell small things, palm oil, at the market and buy rice by the cup,” a woman from Daokai reported.<sup>294</sup> A man from Lanco added that “I have to buy rice to feed my family. What we can get from the swamp is not enough.<sup>295</sup> We can sell some cassava to get the money, so we can buy [a] small cup of rice.”<sup>296</sup> A woman from Ceezon specified that “before [LAC came], it was three times [we ate per day] – usually rice first. But now, it is sometimes just one time in a day. We had big farms before, but now we can only make small farms.”<sup>297</sup> A woman from Gbanfein said that because she does not have enough land, “my children dropped weight because of no food. We used to dig our cassava three times. But now, we can’t.”<sup>298</sup>

**Dependence on money:** As a consequence of the loss of access to land and forest, people’s dependence on money has increased. People need to buy staple food and other material now, which was earlier provided by the forest and the use of their customary land. Few people can access the limited work opportunities provided by the plantations to obtain the money they now need. A woman in Wonwudu says that “we don’t have land to farm. We can’t set baskets to catch fish. We can’t hunt in the forest because the place

[forest area] is small.”<sup>299</sup> Another critical issue is the lack of access to medicinal plants. A woman in Daokai explained that they can still find some medicinal plants in the forest, but the plants have become scarce.<sup>300</sup> As a result, more people use western medicine that they have to pay for in cash because the company hospitals are free of charge only for employees.

“Before [LAC came], it was three times [we ate per day] – usually rice first. But now, it is sometimes just one time in a day. We had big farms before, but now we can only make small farms.”

**Woman from Ceezon**

**Effects on women:** Women in particular suffer from the loss of access to forest and farmland.<sup>301</sup> They are responsible for feeding their families but face challenges in finding enough food and enough land to cultivate food crops. The Natural Resource Women’s Platform has examined the conditions of women living on or near a large-scale plantation<sup>302</sup> and found that the loss of access to forest affects women in particular. While both women and men now lack access to the forest and its products, women especially depend on the forest for their livelihood. The forest provides them with meat, fish and other food, medication from herbs and plants gathered from the forest, fuelwood, materials for building, furniture and cooking utensils. A women activist said that “the forest is like a free mall for the women.”



**Woman pounding cassava, a staple food in the region, in a village within the SRC plantation**

#### 4.1.2 Farming at the margins

Because access to land has been so greatly reduced, people are forced to find other ways to access land to support their livelihoods. If reserve land is available to the communities, they can still use it – but the reserve land is also under threat and limited. Another way to acquire land is to lease land from other people and communities, often outside the concession area. This, however, is difficult because it requires permission from the land owners, leasing fees and yearly renewals. People also attempt to grow rice on the swampy areas within the plantations – often the only areas that remain unplanted with the companies' rubber trees – but the companies ban this practice in the dry season. A woman from Garjay summarized that “we are farmers without land to farm. Whenever we find lowland near the plantation to grow rice, they [SRC] can stop us from planting rice there. We are suffering and so we have to travel far away to another community to ask them for land to set up a garden just so we can find some food to eat.”<sup>303</sup>

**Reserve lands:** In some bigger towns like Kuwah or Glegbar, people still have reserve land that they can access for farming. But with the increasing expansion of SRC and

LAC (together with other agricultural, logging or mining companies in the area), pressure is growing on these reserve lands. People from satellite towns (towns belonging to a bigger town) can sometimes resort to their original town to find land to farm there. Even in these cases, however, land is becoming scarcer in the original town.

“We are farmers without land to farm. Whenever we find lowland near the plantation to grow rice, they [SRC] can stop us from planting rice there. We are suffering and so we have to travel far away to another community to ask them for land to set up a garden just so we can find some food to eat.”

**Woman from Garjay**

**Competition for land:** The land still available to use or lease is not sufficient for farming and traditional livelihood practice. In many cases, people mentioned that there is not enough land for them to lease or that available land is so far away from the towns that they have to walk long distances to farm,



**Woman cultivating rice close to SRC (swamp visible in the background)**

such as in Jorkporlorsue or Daokai. A woman from Monkeytail told us, “we are really suffering, we lost all our land. We usually beg other people for land to grow crops, but we have to pay them back for using their land. This year it is difficult to even farm because people whose land we usually used are telling us that their children need to farm as well.”<sup>304</sup> SRC evicted Monkeytail long before it came under the ownership of Socfin, but this quote shows the long-term effects of the loss of land. In Ceezon, somebody also reported that they were not always welcome: “We can’t make big farms because the neighboring communities can say to us like ‘we are not LAC that took your land so stop there or here.’”<sup>305</sup>

**Leasing land and low tenure security:** In many cases, people do not have access to (enough) reserve land – be it because the plantations took all, or a large portion, of the land, or because people could not go back to their original towns. People from Gorbor, Jorkporlorsue or Daokai reported that they are forced to lease land. They have to ask for permission and pay yearly rent for the land. The rents are usually made in kind for portions of the yield: bags of rice or barrels of palm oil. In the case of rice, the rent is about one-fourth of the yield.<sup>306</sup> Such rent agreements are not long-term and in principle need to be renegotiated every year. This implies a very low tenure security for the tenants. Importantly, this also means that they can only grow annual crops and not perennial crops like rubber or oranges to get additional income. A man from Lanco explains, “We ask people to give us a place to farm. But we can only plant cassava there, no trees.”<sup>307</sup>

**Ban on farming in the swamps:** A last option for people is rice farming in the swamps within the plantation. Government regulation does not allow planting rubber trees in the swamps. But SRC and LAC restrict swamp farming for non-employees during each dry season from October to April. They provide two reasons. The first reason (that they also tell the communities for farming in general) is that the fires traditionally used to clear the land could spread and burn the company plantations. The second reason is that the Environmental Protection Agency (EPA) of Liberia obliges the companies to protect the wetlands. This issue, however, is not so clear. In personal conversation, the EPA said that this protection would only concern wetlands that are still considered intact. If people were already using them, they are allowed to continue.<sup>308</sup> Moreover, in a recent policy, the EPA specifies that it wants to develop swamp rice so that people can produce their food.<sup>309</sup>

As previously mentioned, SRC prevents people from using the swamps for charcoal burning and growing crops during the dry season in and close to SRC plantations in order to prevent fires. But it does so in a rather threatening way, declaring that SRC would “not hesitate to use legal action to remove all such illegal operations from its concession, and in nearby areas.”<sup>312</sup> People reported that if they were caught using fires, they would end up in jail and have to pay to be released. This restricted access to swamp land hampers traditional rice production and therefore food security. “We force ourselves into the swamp because we have to eat,”<sup>313</sup> a man from Gorbor said.

**Shifting cultivation:** Traditional ways of farming are often subsumed under the term “shifting cultivation” or “slash-and-burn” agriculture and blamed for deforestation and other environmental problems. New research indicates that this blanket blaming of shifting cultivation as environmentally harmful is untenable.<sup>310</sup> In contrast, such practices have allowed communities to maintain food production on fragile soils over long periods of time. Shifting cultivation does in fact lead to soil or forest degradation in places where rotations cycles needed to be shortened because less land was available to communities – typically because of industrial plantations or logging concessions that deprived villagers access to their customary land. An elderly woman in Gbanfein confirms that by saying, “If you go back next year, the crop will be lower. But we do not have enough land anymore to let the farms rest.”<sup>311</sup> Thus, at closer inspection, in a context like this, the practice of shifting cultivation is not the problem; rather, the loss of community land for large-scale rubber plantations has deprived communities of access to sufficient land needed to continue growing food.

**Soil degeneration:** Even if people find land to cultivate or still have some of their land left, it is by no means enough to cultivate in the manner of shifting agriculture, which requires fields to be left to rest. The consequence of not having sufficient land to rotate crop production under traditional shifting cultivation schemes is that after a few years, the soils are depleted and the yields decrease. In Jaynakpah, a young man explains that “where we live here, we live on privilege [based on the landowner’s tolerance]. The soil cannot keep the nutrients. If you farm one place this year, the next year the same place will not yield well and so you will have to find another place.”<sup>314</sup>



**This satellite image shows how close the plantation's rows of rubber trees are to the houses in Gorbor village.**

**Position of SRC and LAC:** SRC and LAC explain that because a large number of people from the affected communities worked for them<sup>315</sup> and because the companies additionally gave the workers a “food ration” of subsidized rice every month, their operations ensure food security. Both salaries and food rations, however, are only provided to people with jobs on the plantations, which is only a small portion in the communities visited. Further, SRC also explained that it has earmarked enough land for the communities to do subsistence farming. SRC says that “the crux of the matter is that the local residents do not want to work their available land to feed themselves. This is a national situation.”<sup>316</sup>

#### **4.1.3 Towns nearly enclosed by the SRC concession**

**No buffer zones:** SRC claims that it leaves a minimum of a 200x200 meter buffer area around each village<sup>317</sup> for subsistence farming. The IFC guidance note on IFC PS 5 also calls for “project-related buffer zones.” It is not clear how Socfin defines the size of these buffer zones. In Sierra Leone, Socfin promised 500 m.<sup>318</sup> 200 m might be enough to protect people from the most immediate effects of the plantations, but it is not enough land to feed a town sustainably. In addition, at least in Gorbor, Ansa and Jorkporlorsue, there is no buffer zone around the village. The plantation nearly encloses the

villages. SRC plants its rubber plantations up to the very borders of the villages, leaving only a few meters of distance between the houses of the village and the plantation. An elder of Gorbor said, “I went to talk to them [SRC] and said, ‘Where are the 200 meters?’ They should be North, South, East and West. We only got a small piece to the Southwest. That is all we have now to farm.”<sup>319</sup>

**Story of Jorkporlorsue:** In Jorkporlorsue, SRC forced people to abandon their original village in 1961 when the company started to expand the plantation on the town's land. Consequently, residents moved to reserve land, i.e. land not used by the community at that time but kept for future generations. Since then, they have lived on this reserve land. The former village (which they left in 1961) was registered – “the government knew we were there, we paid taxes.”<sup>320</sup> People say that they had a tribal certificate for the old village.<sup>321</sup> People never registered the new village they created in 1961 (and where they still live), as they still regard the old village to be their hometown. Although they still have their new village, they lost their reserve land for farming when SRC expanded again in 2002 (all before Socfin took ownership). Now, the plantation nearly encloses the village. One woman remembers that “before they [SRC] dropped us here, the



**Houses of Gorbtor. The rubber plantation visible in the background starts just behind the houses.**



**A view from Gorbtor shows rubber trees as far as one can see.**

land was enough but now we have nothing left.” One of the village elders remembers her second eviction. She was in the field when company people started clearing. One of them said to her “O, Ma, don’t cry. I will get you a bag of rice.”<sup>322</sup>

**Impacts of being encircled:** When a plantation encircles a village, this severely impacts the residents. Not only do they lack farmland, they must additionally lease land. They hardly have any forest left to use as sacred places or to bury their dead. The new graveyards are typically very close to the town in a small patch of forest adjacent to the town. Their old graves are within the plantation, inaccessible for villagers. Further, people no longer have access to other material such as medicinal plants, building material, and material for handicrafts. They often must travel long distances to get

such materials or must buy them. The plantation is nearly all around the town, and few toilets are available in the town. Yet, people cannot enter the plantations to relieve themselves. If women do so, especially at night, security guards reportedly harass and humiliate them, pointing flashlights at them.<sup>323</sup> Such humiliation suggests problems in the corporate culture at the two plantations and is a further indication for the wide gap between the claims of adherence to international human rights standards and the realities on the plantations.

**Position of SRC:** SRC points out that the encirclement of Jorkporlorsue happened before Socfin took over the plantations. Since then, however, SRC has not done much to change the situation. It claims that it provided hand pumps

to the community and maintained them. When the team visited the area, however, the water pump did not work. SRC further holds that the security forces did not harass anyone. In Jorkporlorsue and two other places where people use the plantations to relieve themselves, SRC had constructed toilets. In Jorkporlorsue, people report that they themselves had built a toilet, but that these problems persist. Illustrating the situation of Jorkporlorsue, one man commented that in Liberia, people often bind goats with a rope to a stick so the animal has only a very narrow radius to move and graze. People in towns like Jorkporlorsue, he went on, were just like these goats.<sup>324</sup>

Last but not least, the plantation expansion that enclosed Gorbobor happened when Socfin was already in control.

#### 4.1.4 Smallholder rubber farming

In those communities surrounded by or adjacent to both the LAC and SRC plantations that still have farmland, people grow their own rubber to sell. Particularly in parts of the LAC concession areas, where some communities still have considerable areas of land left, growing rubber is an important means of earning cash income. The companies have offered smallholders to become producers for Socfin, stating this would offer them more stability and security and be a win-win partnership.<sup>325</sup> Reports from people about the process of selling the latex and defining a price, however, cast doubts on this win-win partnership.



**Only a footpath from Jorkporlorsue to the water creek separates the village from the plantation.**



**Smallholder rubber tapping close to the LAC plantation**



**The entrance into Jorkporlorsue, decorated with flowers, marks the edge of the plantations.**

**Contractors:** According to accounts from all four places visited affected by the LAC concession area, people can only sell their latex through company-appointed contractors. This causes several problems because these contractors have a key position that they can use to their advantage. "LAC has self-employed agents. They are chosen by LAC and imposed on us," says a farmer from Zondo.<sup>326</sup> An example of how these agents deceive smallholders is that LAC gives an extra bag of rice as a reward to a farmer for an extra ton of dry latex. Often, the farmers (particularly in Zondo) report that the contractors regularly keep this rice for themselves rather than pass it on to the smallholder.

**Transport and waiting time:** Contractors often also hold a monopoly on rubber transport. Farmers must pay between 25 and 100 USD for the transportation, depending on the distance. Community members report that close to the LAC concession, the man who organizes this transport is reportedly a high-ranking employee of LAC. He owns a private car and rents this car to the agent who collects the rubber.

Farmers in Zondo and Wonwudu reported that rubber growers were not allowed to use their own or somebody else's pickup for transport, making them very dependent on the collection by the company-appointed middle-man. This system of rubber collection leads to long waiting periods, a critical issue for rubber farmers. Often, they have to wait for days (one person even said weeks) for the rubber to be collected.<sup>327</sup> This entails that a villager must wait at the collection point, guarding the village rubber until it is collected.

**Accused theft:** Alleged rubber theft is a recurrent issue. In interviews from several villages, people report that SRC and LAC security staff accuse people of stealing the companies' rubber (and equipment) – passing it off as community rubber. Even if people do tap their own rubber trees, they are afraid of being accused of theft, despite the company rubber being trademarked with color. In Zondo, farmers report that security guards of LAC “come to our plantations to put color into our latex to blame us and say it is LAC latex.”<sup>328</sup> LAC denies that such incidents have taken place.<sup>329</sup> On similar allegations, SRC stated that “as a rubber concession company, it is not prudent for SRC to allow small rubber farms to exist within its concession on grounds that it creates the potential to take/steal rubber from SRC Plantation, to increase the rubber production from those small rubber farms.”<sup>330</sup> This indicates the position the company on the ground takes towards smallholder rubber growers.

**Inputs and trainings:** Farmers buy materials used for rubber farming such as cups, wire or grafted stumps (rubber seedlings) from LAC.<sup>331</sup> It is not clear if the prices for these materials are subsidized as LAC claims, but farmers report that they have difficulties buying these materials. A farmer in Gbanfein said that “you have to go through somebody big in the company to get the stumps. Somebody who lives in the village will not easily get a stump at a good price.”<sup>332</sup> In Zondo, farmers reported that once they had started planting grafted stumps of rubber trees from the company, the prices per stump increased. Some people could still afford them, but others went back to growing trees from seeds. Such testimonies show the limitations of the LAC support for smallholder rubber farming.

**Position of LAC:** LAC denies all these allegations. It assures that several smallholder farmers deliver rubber in private vehicles to LAC. The company has a fleet of pickup trucks available to transport rubber from smallholder farms. According to LAC, there is no obligation for villagers to sell rubber only to LAC and people are free to sell their smallholder rubber to others or to buy their inputs through

agents.<sup>333</sup> Also, Socfin advertises that smallholder programs include trainings as contribution to local development.<sup>334</sup> Yet, in reality, such training remained of limited use to smallholders who were unable to afford the grafted stumps needed for this way of cultivation.

**Contract farming:** This smallholder rubber scheme is comparable to a contract farming scheme. Globally, contract farming is becoming an increasingly dominant way for agribusiness to organize large-scale commercial production in agriculture. Increasingly, companies do not own or lease the land but have contracts with smallholder producers about product and price. Contract farming has the potential to benefit the farmers under certain circumstances, e.g. when farmers are well-organized in cooperatives and have control over the conditions included in the contract farming contracts. In many cases, however, elites control contract farming and villagers become trapped in a vicious spiral of debt. Thus contract farming tends to leave particularly vulnerable groups worse off than before. The agricultural inputs are often dictated by the company and are expensive. Price risk are shifted to farmers, resulting in a high likelihood of becoming indebted.<sup>335</sup>

## 4.2 Water and agrochemicals

The right to water is a human right stated in General Comment 15 of the International Covenant on Economic, Social and Cultural Rights.<sup>336</sup> The availability of clean drinking water is often a problem and a point of conflict in large plantations, be it because plantation operations pollute the water or because the plantations are using excessive water. This report suggests that the plantations of SRC and LAC are no exception.

**No testing of community water sources:** Companies in Liberia must obtain an environmental permit from the Environmental Protection Agency (EPA). Companies that existed before the establishment of the EPA in 2003 can be granted this permit after submitting an environmental management plan.<sup>337</sup> The permits of SRC and LAC contain conditions and obligations for monitoring activities. In particular, the current EPA permits (2017-2020 for SRC and 2016-2019 for LAC) say that the companies must “provide an alternative source



of drinking water to communities whose water source is polluted or may be polluted by your activities.” An assessment of the water quality for communities at risk is thus necessary. LAC and SRC provided letters of the results of water analysis as well as letters on EPA audits of SRC.<sup>338</sup> These documents show that LAC and SRC periodically test the waste water from the factory as well as the water wells in the workers’ camps on the plantations (with one exception testing in the Weah river). These water quality tests produce values permissible in Liberia. The documents do not, however, bring any evidence that the water sources of the affected communities affected by the concession area outside the workers’ camps are being tested, despite an audit letter from the EPA mentioning the risk of creek contamination with chemicals through erosion.<sup>339</sup> Additionally, the water testing documents provided did not include testing of pesticides in the water. The authors tried to obtain complementary documentation from SRC as well as from the EPA on community wells, pesticide handling, storage and disposal, but were unsuccessful despite repeated written requests.<sup>340</sup> Therefore, the authors could not find any evidence of water quality of the affected communities’ water wells.

**Community doubts of water quality:** Community members have no way of knowing if the water is safe for them to drink. They believe that there is water contamination throughout the year, and especially after spraying in the plantations, but they have no open and transparent information on this from the companies. The communities have no way of knowing if the water is monitored and with what results. The IFC Performance Standards require companies to monitor their impact on water. Where appropriate, they should also conduct participatory water monitoring. The IFC standards clearly state that pollution of water must be avoided or at least minimized and that residual impacts should be compensated or offset.<sup>341</sup> The UN Guiding Principles also specify that companies should communicate with affected communities about the measures they take to mitigate negative impacts. In order to improve relations with communities and build trust and in order to respect international standards, the company should communicate in an open and transparent way with communities about the quality of water.



**Creek in Jorkporlorsue used for bathing. (The rubber plantation is directly behind it.)**



**Unused SRC hand pump in Gorbor**

#### 4.2.1 Destroyed creeks

When expanding their plantation into community land, the places where people fetch water for drinking and/or bathing were sometimes also affected. This is particularly serious, as many villagers report that they have not gotten a hand pump or it is no longer functional.

**SRC's position:** SRC claims that it has “never touched any structure natural or man-made during the execution of its projects,”<sup>342</sup> as the company has no interest in destroying these natural features that help to maintain an optimum water table (which also serve as a natural fire break and protect parcels from fire). Socfin claims that water is of high concern and that the company provides “drinking water for the estate villages through boreholes, wells.”<sup>343</sup> People's testimonies, however, show numerous grievances from lack of access to their previous sources of drinking water.

**Creeks in the plantation:** Women from Deedee reported that their creek was destroyed during the expansion of the plantation and therefore people are forced to use a different creek now. They report that they use water from the creek in the swamp within the plantation now even though in their experience, the water is not suitable to drink.<sup>344</sup> In Lanco, people used to take water from a stream. This stream is now covered by plantation, just like the town itself, and the water not clean anymore. People in Garjay have very similar experiences. In Daokai too, people are using a new creek for

drinking purpose and use the old one only to bathe. But they are unsure if the water is good to drink anymore.<sup>345</sup>

**Gorbor's well:** In Gorbor, people explained that company bulldozers pushed brush and debris into the well they were using for drinking water. One man tells that “they destroyed our drinking well when they pushed the brush into the well. There used to be lots of trees over it, the water was cool and clear.” People were forced to use water from a different, nearby well. Because of this situation, SRC has built a well for Gorbor. But, the residents of Gorbor report, the well runs dry in dry season and in rainy season it has a different color, so the well remains unused because they doubt it is of good quality. In a meeting in 2013, people of Gorbor discussed this issue with representatives of SRC, but nothing had happened by the time of our interviews to solve the water problem.<sup>346</sup>

**Dry hand pumps:** In some cases, namely in Jorkporlorsue, Kuwah and Gorbor (see previous paragraph), SRC has constructed hand pumps for the villages. But in these three villages, the pumps have run dry or the water has become unsafe for drinking. In Kuwah, people report that there is a borehole from SRC but the water is not good, so people are not using it. The hand pump they are using is from an NGO. That is the only safe drinking water there and must provide for several hundred people. To our knowledge, however, many villages (like Gbanfein), do not have a hand pump at

all.<sup>347</sup> LAC and SRC claim to have built more than 200 hand pumps in the communities. SRC says it has constructed hand pumps in 31 villages and maintained these pumps, and that the company is not aware of any complaints about their functioning.<sup>348</sup> Six of these villages were covered by this report: Jorkporlorsue, Gorbtor, Kuwah, Ansa, Massaquoi and Monkeytail. In three villages visited during this research (Jorkporlorsue, Gorbtor and Kuwah), people showed the authors a hand pump provided by SRC but none were in use. It is not the goal of this report to document or assess these measures by SRC. More information on this can be found in the Socfin sustainability reports.

#### 4.2.2 Contaminated water

**Pesticides in rubber:** Many agrochemicals, including fungicides, herbicides and fertilizers – e.g. 2,4-D, Paraquat and Glyphosate – are used in considerable quantity in rubber plantations.<sup>349</sup> NGO reports have shown the effects of such pesticides on people.<sup>350</sup> SRC prepared an Environmental and Social Impact Assessment in 2008 for the IFC and elaborated on the risk of water pollution through pesticides.<sup>351</sup> SRC argues that the contamination of drinking water is possible and “of high significance” through the transfer of pesticides in runoff as well as directly through the use of agrochemicals.<sup>352</sup> Particularly, SRC writes, three of its main agrochemicals (including Glyphosate) are considered water pollutants. It concludes that “excessive use of these chemicals combined with soil erosion, will lead to a relatively significant contamination of the water bodies close to the plantation.”<sup>353</sup> To avoid such pollution, SRC and LAC both assure that they follow guidelines in the storage, handling and disposal of agrochemical products,<sup>354</sup> that areas close to the community lands are not being sprayed, and that in the rainy season they do not spray at all.<sup>355</sup> The EPA confirms that in rainy season, the companies are not allowed to spray.<sup>356</sup> Further, specialized nozzles on the sprayers have significantly reduced the quantities of herbicides and fungicides used. But communities report with a very high consistency that they notice a change in their water for a few days after spraying.

**Pesticides used in the SRC and LAC plantations:** The SRC Environmental and Social Impact Assessment prepared in 2008 for the IFC revealed that the plantation used a number of fungicides, insecticides and herbicides in 2008. The herbicide Glyphosate and the fungicide Mancozeb are classified as highly hazardous pesticides.<sup>357</sup> The herbicide 2,4-D is still used widely as herbicide. 2,4-D is not patented any longer and exists in many formulations. The level of toxicity depends on the additional chemicals included in the specific 2,4-D product. According to interviews with a man who used

to work as a pesticide sprayer, both Glyphosate and 2,4-D are still used as well as Paraquat (Gramoxone).<sup>358</sup> Glyphosate (Kalach) and 2,4-D can both cause symptoms like eye or skin irritation and coughing. Paraquat can cause skin irritation (and much more serious symptoms).<sup>359</sup> These symptoms match the symptoms that people reported with a very high consistency across both plantations (see section 4.2.3).

**Water contamination:** People reported that their water changed after the SRC and LAC plantations had come closer to their villages. They reported that after the spraying happens in the plantations, the water changes to a reddish color and has a particular scent. Some people also mentioned a mold-like layer on the water and the appearance of dead fish. Villagers explained that it is particularly bad in the rainy season when the water gets washed from the plantation into the creeks – even though spraying is prohibited for this reason. Additionally, the grass becomes yellow and dies.<sup>360</sup>

**Water in nearly enclosed towns:** In the enclosed towns of Gorbtor and Jorkporlorsue, people report<sup>361</sup> that the plantation staff does not inform people about spraying, but villagers see it or notice it from the scent. People in Gorbtor reported that the workers on the plantation spray with hand pumps and villagers had written to SRC to complain about it, but “nothing came of it,” a man said. He explained that “when it rains, the water [from the plantations] runs into the creek. We can smell when they put the medicine in the plantations.” People report that the workers spray about once or twice a month and people can feel the effects for about two to three days. Also from Gbanfein, Ceezon or Tehteh people report similar issues. In Wonwudu, people confronted LAC, but LAC reportedly said that it would do nothing because the creek did not belong to the community.<sup>361</sup>

**Containers in creeks:** People in many communities report that they had witnessed workers washing their spraying equipment in the water. In Jorkporlorsue, people observed workers who clean the canisters used for spraying in the water upstream from the village. A man explained that “they [the workers] also wipe the chemical tank from the nursery in the big creek and it comes down to our creek here. We see dead fish in the water.” Jorkporlorsue’s creek is downstream from the main nursery of SRC. Also, an elder from Lanco explains that “people see workers washing cans and canisters in the water. That is how we know they are spraying.”<sup>362</sup> The same observations come from Ceezon, Wonwudu and Gbanfein. A resident of Gbanfein says that “where we are washing and bathing that is where they wash their buckets. Because children go into the water to bath

and play, they get the rashes on their head.”<sup>363</sup> A woman in Wonwudu explained that about “one chemical we use on the plantation, they tell you ‘you can’t eat it’, but then they wash the containers in the creek. ... When they wash the bucket, the body will itch and you have diarrhea for a whole week.”<sup>364</sup>

#### 4.2.3 Health impacts from spraying

People in Jorkporlorsue, Kuwah, Siaffa Molley, Daokai, Gorb, Deedee, Massaquoi, Monkeytail and Blomu (affected by SRC’s plantations) as well as in Gbanfein, Wonwudu, Ceezon, Tehteh and Jaynakpah (affected by the LAC plantation) consistently reported a number of symptoms that affect them after spraying. People from the different locations made a connection between these symptoms and the polluted water or the spraying.

“When they spray, it makes your skin itchy, the whole body. You feel it in the eyes. The children get really bad rashes from the chemicals.”

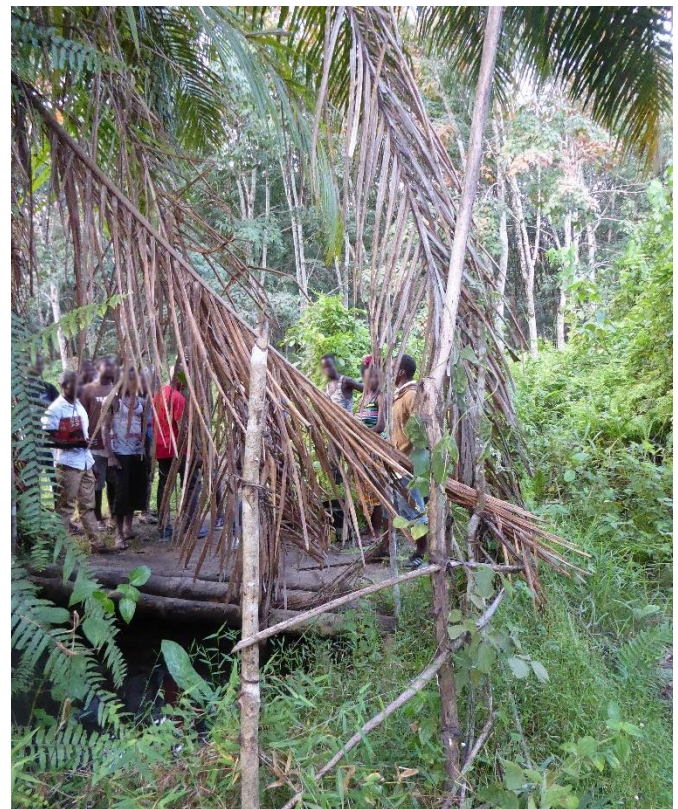
**Farmer in Jorkporlorsue**

**Symptoms:** In all studied villages, even those that are not adjacent to the plantation, people experience the same symptoms. If people drink or bath in the water, they often suffer from diarrhea together with itching or rashes. People in Jorkporlorsue, Kuwah, Siaffa Molley, Daokai report irritated skin with rashes, irritated nose and eyes and diarrhea, a “running stomach.” A woman in Jorkporlorsue explained that “when they spray, it makes your skin itchy, the whole body. You feel it in the eyes. The children get really bad rashes from the chemicals.” Additionally, the spraying affects people through the air. Particularly in Gorb, Daokai and Jorkporlorsue, which are very close to the plantations, people report that they can also smell the scent in the air and even within their houses. A woman in Jorkporlorsue tells that “there is a strong smell, it stinks. You smell it in the house. It makes you cough.”<sup>365</sup>

**Reactions from SRC and LAC:** The companies, instead of taking these observations seriously and entering an open dialogue, reportedly blamed people and said the problems were because of lack of hygiene.<sup>366</sup> Companies often claim that water is polluted with *Escherichia coli* (*E. coli*) because of the sanitary situation in the country and *E. coli* would cause the described symptoms. While this might sometimes be the case, it is unlikely to explain all the incidents. The

people from the communities all reported that these symptoms occur after spraying and diminish after two to three days. In such a situation, according to international standards, the company should engage in an open dialogue with the affected communities and give them precise information about the products used and their impact, or absence of impact, on health. In case of repeated symptoms, medical analyses should be provided to ensure that there is no link between the spraying and the health problems met by communities just after the spraying.

**International standards:** The consistency of the testimonies heard in many villages and in both of the plantations provide strong evidence for a link between the symptoms experienced by villagers and the use of chemicals on the plantations. The testimonies also suggest considerable shortcomings in SRC’s compliance with EPA demands for SRC to engage with communities, namely to provide alternative sources of drinking water for the affected communities. A loss of land is always combined with a change in access to water. The IFC standards clearly demand that pollution of water must be avoided or minimized and remaining impacts must be compensated or offset. Water is a human right and evidence suggests that LAC and SRC do not do enough to live up to the international standards.



**Creek for drinking water next to the rubber plantation (visible in the background) in Jorkporlorsue**

## 5. Violence on the plantations

People, particularly women and activists, report intimidations, threats and abuse from security personnel and contractor heads who hire contract workers from the communities (see 6.2.1). According to our knowledge, the companies have outsourced security services. This, however, does not mean that SRC and LAC can shirk off responsibility for harassment, threats and abuse perpetrated by security personnel operating on the companies' plantations. According to the UN Guiding Principles on Business and Human Rights, LAC and SRC are responsible for human rights impacts of these contractors and contractor heads. The principles clearly state that "the responsibility to respect human rights requires that business enterprises seek to prevent or mitigate adverse human rights impacts that are directly linked to their operations, ... even if they have not contributed to those impacts" (UNGP 13b).<sup>367</sup>

**International standards:** The IFC PS 4 clearly states its applicability "when the client retains direct or contracted workers to provide security to safeguard its personnel and property."<sup>368</sup> In a Good Practice Handbook, the IFC clarifies the content of the relevant articles in IFC PS 4 (Art. 12-14). The company is obliged to "assess the security risk their operations may have or could create for communities; develop ways to manage and mitigate these risks; manage private security responsibly; ... and consider and investigate allegations of unlawful acts by security personnel."<sup>369</sup> The following testimonies as well as the reactions of the companies denying any such incidents suggest that LAC and SRC do not do justice to these requirements.

### 5.1 Violence against women

Everybody knows about it but nobody talks about it: violence against women living and working inside the company plantations. A growing number of reports document the reality of violence – especially abuse and rape – that women face who live or work on large-scale plantations around the world. These include promises of work in exchange for sex.<sup>370</sup> In some regions, cultural norms and customs stigmatize women who have been assaulted, placing the blame on the assaulted women and bringing shame to the women and

their families. Often, this stigma deters women from reporting these crimes. As a result, few cases of rape and sexual assault on plantations are reported and sexual violence against women on the plantations remains invisible, but nevertheless a regular occurrence. During our visits in and close to the LAC and SRC plantations, the authors heard stories about cases of sexual violence against women. Testimonies gathered as part of an investigation by the Natural Resource Women's Platform corroborated these stories.<sup>371</sup>

**Abuse of women:** Women who had applied for jobs as contract workers described serious violations, sexual assault and harassment perpetrated by contractor heads (see section 6.2.1). Affected were women who were working for the companies as well as women who searched for jobs and sold food to workers at the plantations. The authors heard about incidents where a contractor head requested sex before giving a job to a woman, or demanded sex before paying the women the wages they had earned from work already carried out. Additionally, women reported that their superiors demanded sex to ensure that women would keep the jobs they already had (including selling food on the plantations). Women stated that those who refused were subsequently denied employment or opportunities to sell their products in the plantations. They were either threatened with dismissal or were fired.

"If you're unlucky you only get paid if you let the guy do his thing. It happens all the time."  
**Woman on plantations**

**Assault by contractor heads:** One woman reported that she had not been paid for the weeding work she had done as a contract worker because she refused the demand for sex from the contractor head who gave her the contract. He told her that she would only be paid if she "lets him do his thing." Women collecting the rubber cups shared similar experiences: "If you're unlucky you only get paid if you let the guy do his thing. It happens all the time." A woman reported that "even if you were already working and completed a

month's job but had refused to sleep with the headman [contractor head] or supervisor, you will not receive your pay, your name will be missing from the list or you will get a pay far less than what was initially promised or due to you." A woman from a neighboring town who worked as cup cleaner reported that the contractor head "asked her for love." When she refused, he did not pay her for the job she had done and then he dismissed her. A young woman reported: "I work two times in the week and during those two days, the headman [contractor head] will always touch all the women's breasts and butts all of the time, including me."

**One story:** One woman told us that in September 2017, she attempted to get a job at SRC. She remembered how she woke up at four in the morning for one month to seek a job from the SRC. She swam across the river because using the road was too far. After having asked several times, she was finally offered a job as a cup cleaner. Working with a tapper, she cleaned the cups and took the rubber to the nearby station. "After the first month," she remembers, "the tapper asked me to sleep with him so my pay could be added [full amount paid]. When I refused, he threatened me and said that 'you will agree soon'. When it was pay time and I requested my pay, he said to me, 'since you refused to give me the thing between your leg, I will not pay you. Agree to me in the bush, before I give you your money.' I continue the job because I said to myself I went through a lot to get this job so I don't want to lose it. After two months I still could not get my pay, I then took the complaint to the supervisor. He asks the tapper to pay me my money. He paid [a] portion of the money and refused to pay the rest up to date." She later left the job because she "was not ready to do two jobs."

**No choice:** Women reported that they were forced to accept these "requests of love" to get or maintain their jobs or even to sell their food because, as a woman explained, "the hardship in our communities is very unbearable, especially having your kids sleep for days without a proper meal." A woman noted that "if we still had our land, no woman would want to work for the company or give sex for food to live." Women activists also confirmed that sexual violence against women working on these large-scale plantations was a reality that everybody knows about but no-one talks about it because it is such a taboo in the public discourse.

**Security personnel:** Women report similar incidences when security guards see a woman alone in the plantations. "Let me do my thing now or I kill you" is a commonly uttered threat. Another woman told us that "as a woman it is not safe to travel at night. To pass through the plantation is a

problem especially when it is after six in the evening. If you decide to travel at night, expect to be raped."

**The context of Liberia:** Violence against women, including sexual violence, is a widespread problem in Liberia. This has been emphasized in several high-level international reports published in recent years. For example, the Universal Periodic Review of the UN on Liberia published in 2015 highlights this problem. It states that the "incidence of sexual and gender-based violence ... is alarmingly high."<sup>372</sup> A report from the US State Department states that "rape is illegal, but the government did not enforce the law effectively, and rape remained a serious and pervasive problem."<sup>373</sup> Both reports also underline the difficulties for women to officially bring cases related to sexual violence to court. Only a small fraction of the actual cases are reported due to stigmatization of the victims.<sup>374</sup> The report from the US State Department states that "the social stigma of rape, especially in rural areas, contributed to the pervasiveness of out-of-court settlements and discouraged formal prosecution of cases. ... Due to delays in prosecution, many victims chose to cease cooperating with prosecutors."<sup>375</sup>

**Position and obligations of SRC and LAC:** IFC PS 4 requires companies to "consider women's unique experiences and perspectives"<sup>376</sup> in terms of security and explicitly mentions sexual violence. SRC and LAC representatives, however, have denied these respective allegations and say they are hearing allegations about incidents of sexual assault for the first time. Socfin provided *Bread for all* two letters (one from the Magisterial Court and one from the solicitor in charge of SRC) confirming that there have been no official reports or complaints of such nature.<sup>377</sup> Given the sensitivity of the issue and stigmatization for women, this is not surprising. Nevertheless, given that sexual violence is a widespread problem in the country, the companies must carefully investigate when they hear allegations about sexual violence. They must also establish clear policies on sexual violence prevention, communicate those policies to all staff, organize trainings and establish a clear communication mechanism with communities to verify whether the situation on and around the concessions has improved. Special measures should be taken to guarantee the confidentiality of communication with communities about these issues. In particular, the involved companies must establish mechanisms that allow them to detect and prevent sexual violence on the plantations under their control in such circumstances where strong cultural and public obstacles exist to reporting of rape and abuse. Socfin's reaction of sending an official confirmation that the problem does not exist puts into question the

way that the involved companies in Liberia and their business partners in Switzerland tackle these allegation of sexual and gender-based violence.

## 5.2 Intimidation in Daokai

Security guards are omnipresent on the plantation and can be intimidating for people there. One particularly serious incident that reportedly involved security guards of SRC took place in Daokai in the year 2013. A local newspaper also reported the event,<sup>378</sup> and people living in the town have vivid memories about the events.

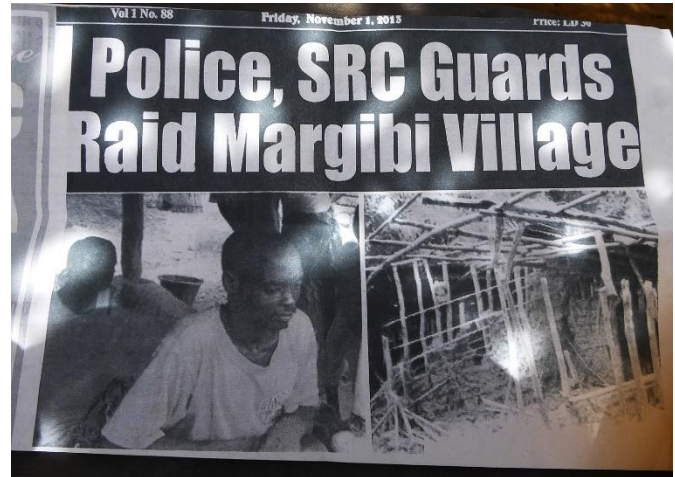
**Searching a village:** The residents of Daokai had a community rubber plantation, and the women saved money in a savings group. Prior to the incident, SRC had claimed repeatedly that community members had been stealing latex from the company plantations. At some point, SRC sought a search warrant for Daokai from the local Magistrate's Court in order to search for stolen rubber. The court issued the search warrant and asked SRC security guards to support the police to conduct the search. Villagers describe the arrival of a pickup truck with SRC security guards and police officers from the Liberia National Police as intimidating for those living in the town. A young man told us that villagers ran into the nearby forest out of fear.

"The security from the company came to us with axes, cutlasses, spears with knives. Fear grabbed us and we thought there was another war coming again into Liberia. The person who brought the group had a false face [mask] on his face."

### Woman in Daokai

**Fear and violence:** One person recalled that "The security from the company came to us with axes, cutlasses, spears with knives. Fear grabbed us and we thought there was another war coming again into Liberia. The person who brought the group had a false face [mask] on his face." Fighters had often worn masks during the war. After driving into the village, the police went to the town chief and showed him search warrant. The police read the letter to the town chief, one of the few people who had remained in the village. Police and security guards began searching the town chief's house, allegedly looking for stolen rubber. In this process, one villager was arrested because he allegedly possessed a

weapon in violation of the weapon law. In what followed, the security guards reportedly ransacked houses, smashed holes in the walls of two houses, destroyed the zinc roofing, stole several pieces of electronic equipment and beat up one villager.



Headlines from the Newspaper "The New Dawn" about the incident in Daokai

**Stolen rubber and money:** Allegedly, the search party also stole several thousand USD belonging to the women's savings club. All women in the village had made regular payments that the chairwoman kept and distributed to the women at regular intervals. Women used part of this money to send their children to school and pay the school fees. "They took all our saved money in 2013 and now, none of our children go to school because they took the savings from the women's club," one of the women said. Villagers also recounted that although no company rubber was found,<sup>379</sup> the security guards took one pickup truck full of rubber belonging to villagers. "They never checked if it was their rubber, they just took it. It was ours," one witness commented. People report that now, when they want to transport their rubber on the public road through the plantation to sell it, the company security personnel escort the rubber through the plantation to the gates.<sup>380</sup>

**Position of SRC:** SRC denies all the allegations and any company security involvement. It argues that no reported incidents were registered with authorities. Later, SRC provided a letter from the Magisterial Court confirming that SRC applied for a search warrant and the court issued it. The letter then states that the search was carried out by the police, but that no precepts were given to company security and nobody was hurt in the process.<sup>381</sup> First, this does not prove that company security guards and police did not take advantage of the warrant, which is a potential concern because

private security forces acting with impunity is common in Liberia.<sup>382</sup> Second, if the people in Daokai were tapping rubber illegally, as the Magisterial Court and SRC suggest, then it remains unclear why there is no record of the rubber seizure or any due trial.

**International standards:** In the case of the event in Daokai, several questions arise that have not been answered by the company. First, it appears that the private security forces cooperated with the police in a situation that was not preventative or defensive. The Voluntary Principles on Security and Human Rights, widely accepted and referred to as standards in this field,<sup>383</sup> state that private security “should not engage in activities exclusively the responsibility of state military or law enforcement authorities.”<sup>384</sup> The cooperation between security guards and the police in the case of Daokai violates these standards – not to mention the alleged violence and theft. Second, IFC PS 4 (Art. 12) says that the security response, apart from being defensive and preventive only, should be proportional to the “nature of the threat”.<sup>385</sup>

### 5.3 Restricted movement

People interviewed mentioned several incidences and examples to show the impact of the company’s security guards and security measures on their lives. They particularly mentioned measures that restrict their freedom of movement and the guards’ widespread use of intimidation.<sup>386</sup>

**Access restrictions:** Many villages around the plantations are accessible only via roads through the plantations. Technically these are public roads and the companies have no right to limit the movement to or from the villages. In reality, though, the companies control access to the roads. Anyone traveling on roads in the plantations must pass through main gates of the plantations, where a barrier and a guard control the passing. LAC and SRC deny any allegations that they restrict the movement of people. The gates and security guards, however, give the companies the de facto power, though not authority, to limit people’s movement.

**Restricted movement:** One example we can share followed our first visit investigatory visit in May 2017. The management issued a “restricted movement order,” valid for everyone. SRC started to control people’s movements. Villagers reported that if someone wanted to go via the main road to the market and came back after 6 pm, they were not allowed

to pass through the main gate. Even during the day, the security guards reportedly asked questions about the whereabouts of people. One woman told us that “the company sometimes stops us from moving from one place to the other around the plantation. They know the only road to your home is through the plantation.”<sup>387</sup> Additionally, the company tried to control the ability of villagers to meet with their legal representatives by insisting that any visitor coming through the gate should first register and get permission from the company.

**Security guards and intimidation:** People often report intimidation from security guards and other company personnel, even if LAC and SRC deny any such allegations. As mentioned in section 4.1.4, this involves accusations from the side of the companies that the people would steal rubber. In this context, SRC has reportedly started to issue oral curfews in the plantations and the roads through the plantations at night. SRC argues that anyone caught at night in the plantations is a potential rubber thief. As a consequence, people have difficulty traveling to the surrounding villages or towns in the evening. There are many small checkpoints on the roads within the plantation. A resident of Wonwudu complained that “it is embarrassing. If the LAC people see you with a cigarette, they say that you want to burn the farm.”<sup>388</sup> A woman living in Blomu said, “they don’t allow us to carry things from the forest across the plantation to our homes or to sell.”<sup>389</sup> A man in Jorkporlorsue said that “if they [security guards] catch you in the plantation, they take you to jail.” The guards hold the person on assumed theft until the police take him or her to jail. The person will only be released after a bail payment of reportedly around 100-200 USD.<sup>390</sup> The same complaints were raised in Gorbor, where people reported that such (arbitrary) arrests happen around twice a week.<sup>391</sup>

**International standards:** These events, together with the incidence in Daokai, show the tension between the companies and local communities. IFC PS 4 specifies that there must be a constant dialogue between the company and communities in terms of security, and the communities must know where to go with their complaints. Based on these specifications, the company must “consider and investigate allegations of unlawful acts by security personnel.”<sup>392</sup> These testimonies suggest that Socfin does not live up to these requirements fully and does not take allegations of threats from its security personnel seriously enough. What Socfin likes to describe as a “good neighborly relation”<sup>393</sup> is not al-



ways so. Such events cast a damning light on the relationship between Socfin and its neighbors and the role of the companies' security personnel.

#### 5.4 Activists and repression

In both plantations, people have organized and resisted the plantations. Socfin emphasizes "its commitment to respecting human rights, and to maintaining a transparent and open dialogue with all, especially local population groups."<sup>394</sup> People who resist the SRC and LAC plantations report negative experiences of how the companies talk to local groups. They report instances of being intimidated, jailed or ignored. These activists are human rights defenders according to the UN definition and enjoy special protection under the UN Declaration on Human Rights Defenders<sup>395</sup> and similar frameworks.

**Diverse resistance:** In section 5.4, the authors introduce organized forms of resistance against SRC and LAC and how this resistance is reportedly repressed. Despite a focus on organized resistance here, we do not downplay the manifold other forms and actions of resistance. An interviewed woman, for example, told that "I will never forget that day when I stood in front of the yellow machine in the old town. My women came behind me to stop the machine. My women know that the land is our life. So, fighting for our land is fighting for our lives."

##### 5.4.1 SRC and the Yeabamah National Congress for Human Rights

**Yeabamah National Congress:** The Yeabamah National Congress for Human Rights fights for the rights of communities affected by the SRC plantation area. Activists from the group go from village to village to hear and write down the people's stories, share them with Green Advocates and associated organizations, and initiate engagement – e.g. writing letters to the company or to officials. Two activists from the local communities have become the main faces of this resistance: Abraham Pennoh and Abraham Kamara.<sup>396</sup> They first became active regarding crop compensation in 2013.

**Sanctions:** Abraham Pennoh, the younger activist, lost his land in the expansion wave of SRC's plantation between 1997 and 2002. Now, he has to lease-in land to farm to earn money so that he can send his children to school. Pennoh reported sanctions against him: he cannot move freely in the plantations because he reports being threatened by security

guards pointing guns at him. Now, he is afraid of being arrested under a pretext. Even though he has finished his college education, he lost his job at the plantation. Abraham Kamara, the older activist in his fifties, is a farmer and teacher from the area. His family lost land to the plantation, but he mainly got involved in the resistance because of the experiences and suffering of his fellow farmers. He also gave accounts of incidents where he faced arbitrary arrests while inside the plantations.

"I will never forget that day when I stood in front of the yellow machine in the old town. My women came behind me to stop the machine. My women know that the land is our life. So, fighting for our land is fighting for our lives."

**Woman activist**

**Start of events in 2014:** The authors have a copy of a letter that the police received from SRC to inform the superintendent of Margibi County about the alleged activities of the activists.<sup>397</sup> In 2014, elders met inside the plantation about how to engage with SRC. The Liberia National Police came to that meeting to arrest Kamara. The elders in the meeting opposed the arrest and said that if the police wanted to arrest the activist, they should arrest everyone at the meeting as well. The police did not carry out the arrest. Kamara assures that there was no demonstration planned and the affected community members were only trying to get redress by engaging with SRC.

**Arrests in 2015:** In January 2015, the police commander reportedly called Kamara to come the police station. The activist called Green Advocates, who advised him not to go. Instead, the activist decided to meet the elders in Daokai. When Kamara passed the nursery on his way to Daokai, the police were waiting for him there and arrested him without telling him the exact reasons. The police used teargas to get hold of him and to subdue other elders trying to prevent the arrest. The police apparently applied the teargas from a close distance and Kamara still suffers from eye problems. On the same day, Pennoh was on his way from his farm to his house when he was arrested – together with three other young men on motorbikes on the road. Police arrested Pennoh, the three men, and one elderly man who was later released. Both activists were charged for "disorderly conduct and terroristic threats."<sup>398</sup> The county attorney amended the charges to charges open for bail, which was paid by Green

Advocates.<sup>399</sup> Later, SRC fired Pennoh's wife, who was an SRC employee, without benefits.<sup>400</sup> The case against both activists and the three boys is still pending.

**New arrests:** In September 2016, the police arrested Kamara again, saying that the criminal insurance bond of the case described in the last paragraph was not valid. After five days in prison, he was set free. When Pennoh learned that Kamara had been arrested, he fled into the forest.

Pennoh and Kamara have decided to continue their work and refuse to be intimidated. Kamara says "I am not afraid to go to jail. That is why I do not let them restrict my movements. ... I organize to talk to the company together." Together with their allies in Monrovia, the activists continue organizing resistance to stand up for their rights.

#### 5.4.2 'LAC District 3 and 4 Affected Communities'

**LAC-DISTFAC:** In 2014, people in District 3.3 at LAC started the local organization 'Aggrieved and Affected Communities in LAC Expansion'. They mobilized people in the district and also joined with people from District 4.3. In 2015, they became LAC-DISTFAC: 'LAC District 3 and 4 Affected Communities'. This organization encourages affected people to stand up for their rights.

**Peaceful action:** The human rights defenders of LAC-DISTFAC mobilize people, make placards and panels, and write letters to the company. Further, they organize demonstration at the headquarters, in front of the factory, or in front of the school. The organization is based on peaceful actions and such mobilizations are intended to induce the companies to negotiate and discuss about compensation or access to school. In 2015, the organization succeeded in securing outstanding compensation payments. School access has become the most important issue in the last two years. A newly elected senator started supporting the communities. He met with the management and urged the company to start engaging with the community.

**Position of SRC and LAC:** SRC claims that it has never threatened anyone for expressing an opinion and has never allowed anyone acting on its behalf to make an arrest. The letter cited in section 5.4, however, suggests that SRC did ask the police to act against the human rights defenders.<sup>401</sup> In the letter, SRC refers to plans by the activists "to kidnap and hold hostage any SRC expatriate employee who happens to be in the plantation" to ask for police's intervention.<sup>402</sup> Those allegations have led to the arrests of Kamara

and Pennoh, without any proof to support the company's allegations. When confronted with these findings, Socfin provided *Bread for all* two letters – one from the Magisterial Court and one from the solicitor in charge of SRC.<sup>403</sup> The letter from the Magisterial Court states that no human rights defenders have been arrested and there was no report of any threats against them. With this reply, the court does not necessarily deny the arrests documented in this report, but rather would disagree that Kamara and Pennoh are human rights defenders. The solicitor writes that arrests and prosecution followed due process of law and there were no threats against the human rights defenders.

Arbitrary arrest, assault and detention of citizens is common in Liberia.<sup>404</sup> In such a context, the statements of SRC and Socfin are not sufficient to respond to the situation with appropriate due diligence. When human rights defenders face risks of arrest and prosecution, companies should act carefully and make sure their actions do not contribute to an increase of violence against community representatives and human rights defenders.

**Obligations of SRC and LAC:** The examples in this chapter show that the free movement of people is restricted, tensions are pervasive and violence often occurs in and around the concessions. According to the UN Guiding Principles, LAC and SRC must prevent or mitigate adverse human rights impacts – including those from security personnel and contractor heads. The prevalence of reported incidents suggests strongly that LAC and SRC do not adhere to these requirements. The IFC states that companies must both "ensure proper hiring, training, conduct, and supervision of private security personnel" as well as "encourage public security personnel to use proper restraint when responding to situations related to the project."<sup>405</sup> This ensures that community members and activists can engage with the company, freely express themselves, and associate with others without fear of reprisal. The testimonies show that the activists do not enjoy these freedoms fully and that the corporate culture of the companies does not contribute to easing the situation.

## 6. Limited opportunities for jobs and schooling

Companies often promise employment opportunities and schools to convince people to give up their land. Many people interviewed for this report said that the companies convinced them to give up their resistance to giving up their land by means of promises for improved schools and hospital services. Many of these promises were made orally (as well as with the MoU of 2017, see 3.4.5). People often spoke of feeling deceived by the companies, as these promises largely remain unfulfilled. In the communities where the authors conducted research, namely those communities whose customary lands have been encroached by LAC and SRC, hardly any people are working for the plantations on a permanent basis (see section 6.2). The companies' engagements are not sufficient for compensating the loss of land and the degradation of living conditions.

### 6.1 Working for the plantation

SRC employs 1,381 workers (including 346 contract workers and 683 daily workers) and LAC 4,456 (including 2,187 contract workers and no daily workers).<sup>406</sup> In the villages visited, very few people who live or lived in the towns and who lost their land to SRC and LAC are now permanent employees of the companies. Some work as contract workers doing the bulk of the agricultural work like slashing, fire service and tapping. For people from the villages, permanent jobs on the plantation or alternative livelihood opportunities are scarce. The issues raised in section 6.2 pertain to the working conditions for laborers from the villages. This investigation does not address issues related to the working conditions for employees, who mostly live in the company camps and who have (at least for LAC) a collective bargaining agreement negotiated by the Liberian Agricultural Workers Union.

**Who gets a job:** For many locals, after their customary land is taken by the plantation, a job on the plantation becomes the only viable option to make a living. A frequent complaint, particularly from villagers affected by the LAC plantations, is that most people employed on the plantations come from other counties, not from the villages affected by the plantations. SRC claims they have a policy to recruit 100% of the workforce from the communities. LAC states that most families that were affected by the expansion who wished to work

had been offered a job, with no requests pending. The jobs include agricultural work and seasonal jobs, but are not limited to those. The authors do not know the total number of employed community members. But in the communities our team visited, people interviewed could not name a single person from the community with a permanent position at SRC or LAC; only contract workers in security, fire service and agricultural work. This is highly relevant because the plantation companies prominently argue that although they take the land, they bring jobs.

#### 6.1.1 Contract workers and contractor heads

The labor system of SRC and LAC relies on contract workers who are employed on a temporary or even daily basis.<sup>407</sup> SRC and LAC give a contract for a certain task, e.g. clearing a certain area, to a contractor head or a contract worker directly. The contractor head then selects and hires contract workers. The contractor heads' businesses are individually registered small enterprises and to our knowledge, they mostly work only for SRC or LAC and no other plantation companies. Wages for contract workers are just above the minimum wage of 5.50 USD per day, and their conditions are precarious.

**Insecurity, low wages and high quotas:** The contract workers are not employed by SRC but through subcontractors: the so-called 'contractor head' responsible for tasks like weeding or spraying. As contract workers, they have a job only temporarily (e.g. during agricultural high season) and do not enjoy the same secured benefits as employees.<sup>408</sup> Reportedly, many workers only receive their full wage when they fulfill certain quotas, or quantitative requirements for the day or the month. If they cannot fulfill these quotas, their wages are reduced. This is a usual and very controversial model of payment on many plantations. SRC argues that their quotas have been designed carefully. But contract workers report that failing to meet the daily quota of trees to tap or rows to slash often lowers their daily wages. They say that these quotas are too high and difficult for them to finish.<sup>409</sup> Therefore, sometimes the worker needs to call in others to help do the work.<sup>410</sup> If a worker calls in someone else to help him with his task, he needs to pay that person, too. If he doesn't, he will have to work longer hours or accept deductions from the already low wages.<sup>411</sup> The most recent

protest of contract workers concerning low wages and lack of permanent employment happened in November 2018.<sup>412</sup>

**Power of the contractor head:** Many of the exploitative working conditions that villagers are exposed to on the plantations arise from a sub-contracting system that invests much power in the position of the contractor heads. When villagers were deprived of the land they used to cultivate, they lost their land-based income opportunities. As a consequence, the villagers depend on the jobs offered by SRC or LAC. There are many more people in need of such jobs than there are jobs offered by SRC or LAC. Contractor heads are aware of this context and a large number of villagers report that in order to get a job, they need to pay anywhere between 10 and 40 USD to the contractor head. A man in Wonwudu says that “they [contractor heads working for LAC] demand money to employ you so it is hard to get the job. ... I stopped asking for jobs. Why would I give someone 15 USD over and over to get a job?”<sup>413</sup> Villagers also described how a contractor head would not report them as present for work even if they were. If the attendance lists show a person as absent, the worker does not get the (full) wage payment. Others reported that they often receive their payments late and that contractor heads, as the ones who pay out the wages to their contract workers, decide how much is deducted for various expenses and taxes.<sup>414</sup>

**Socfin and IFC standards:** The IFC standards state clearly that all workers are protected, “including vulnerable categories of workers such as children, migrant workers, workers engaged by third parties.”<sup>415</sup> Socfin also commits to recognizing and respecting “the rights of all workers, including workers of subcontractors [i.e. contract workers]” and has a sophisticated strategy for protecting them.<sup>416</sup> But these policies do not seem to have reached the ground. Both plantation companies state that they work with contractor heads registered with the Government of Liberia and that they have not received any complaints against the contractor heads.<sup>417</sup> LAC clearly states that workers engaged by the contractor heads are the direct responsibility of the contractor heads.<sup>418</sup> When complaints about bad working conditions in the SRC plantation became public at the end of 2014, an SRC official argued that the contract workers’ benefits are given to the contractor head who hired him or her for the work and “it is expected to be received but for whatever happens to the contrary, the management of SRC is not responsible because it does not deal with the contractors [contract workers] directly.”<sup>419</sup> A similar argument was again made in November 2018 with respect to the workers’ strikes.<sup>420</sup>

All this indicates that LAC and SRC do not implement a policy in a way that would do justice to the claims of Socfin or IFC standards and UN Guiding Principles. For SRC and LAC, and also for the Swiss company Socfinco that assists these plantations in their sustainability reporting, this system allows avoidance of responsibility towards these contractor heads.



**Latex at a collection point inside the LAC plantation**

### 6.1.2 Accidents in the LAC factory

**LAC factory mishap in 2015:** The LAC plantation manages a rubber processing factory. In January 2016, there was an accident when the factory boiler exploded. Six men died and eleven others were injured, some of them severely. Their treatment was paid for by LAC. At the time of writing, all but one of the injured workers had returned to work; none of them, however, had access to the full medical records because all medical records were sent directly to LAC. The Government of Liberia investigated the accident and imposed a fine of 100,000 USD on the company for what it called “reckless industrial mishaps.” The government said it is “convinced that the reckless disregard and the lack of appropriate occupational safety & health programs on the plantation, exacerbated by inadequate supervision to ensure compliance with applicable laws and industrial best practices, is the direct and proximate cause of the explosion for which the management of LAC must bear the ultimate responsibility.”<sup>421</sup>

**High injury rate on the LAC plantation:** To put these accidents in context, it is worth taking a look at Socfin’s own statistics of work accidents. For LAC, it states an injury rate of 46.17 per 100 employees in 2016 and 33.14 in 2017.<sup>422</sup> LAC relativizes this number, arguing that this it would include

“accidents on the way to and from work, such as insect bite, sprain, heat stroke.” This does, however, not explain why the LAC number is far higher than that of most other plantations controlled by Socfin. LAC sees the decrease in accident rates in 2017 as clear indication of its “efforts in taking care of protection of our employees.” But the number still means that nearly every second employee had an accident in the course of 2016, and still every third in 2017 – an accident rate considerably higher than most of the other Socfin plantations. These high numbers raise questions about LAC’s policies to prevent accidents. The audit report for the Environmental Protection Agency also found that not all workers had personal protective equipment, leading to possibly hazardous impacts on the workers’ health.<sup>423</sup>

“The company took us from our town and destroyed our crops. It was the crops we were living on and depending on for our children to go to school. ... Now they have a new school but if you are not working with the company, management will not allow your children to go to the school.”

#### Man in Ceezon

## 6.2 Access to schooling

The right to education is guaranteed in the International Covenant on Economic, Social and Cultural Rights (Art. 13). But in Liberia, quality education is lacking. About half of the population is illiterate and nearly 60% of young people between 15 and 24 years of age have not completed primary education. In 2018, only about 40% of children were enrolled in primary school.<sup>424</sup> In this context, concessionaires often provide for such basic services like education, health care and housing that fall within the responsibility of the state. Newer concessionary provisions also commonly stipulate these services. The companies take the land that forms people’s livelihoods by promising development. A man in Ceezon says that “the company took us from our town and destroyed our crops. It was the crops we were living on and depending on for our children to go to school. ... Now they have a new school but if you are not working with the company, management will not allow your children to go to the school.”<sup>425</sup>

In most cases, companies only provide these services to company employees and their dependents but not to the communities at large; often, these services are also not

freely available to contract workers and their families. For Liberia, this “has translated into deepening inequalities within the communities with some members having access to the goods and services that are inaccessible to others.”<sup>426</sup> These inequalities become even greater when plantation companies take villagers’ customary land and do not provide access to these services for them – particularly for schools, which are central to what companies promise. Both LAC and SRC emphasize the high quality of the education provided and refer to success stories made possible by these services. According to their figures, LAC has provided 21 schools with 6,044 students and SRC has provided six schools with 2,243 students.<sup>427</sup> More information on the schools of LAC and SRC can be found in the Socfin sustainability reports. Rather than deny that these schools exist, this report investigates who has access to the schools provided by SRC and LAC.

### 6.2.1 Difficulties in paying for school

**Cash required:** Sending a child to school in Liberia costs money. If children go to public school, families contribute a fee which helps pay for the teacher or materials. Because schools are often far away, many families also have to pay for boarding. Socfin argues that the schools were open to all children, but preference would be given to children from employees.<sup>428</sup> On the ground, this translates into a situation where access to these company schools for children of non-employees is difficult and expensive (see also section 6.1.2). As a consequence, few children living in the villages attend the company schools because by and large, families cannot afford to pay the fee. As most families have lost their land to the plantations and thus have little opportunity to earn a cash income, few families can afford to pay even what SRC and LAC consider minimum or nominal fees of USD 25 per child per semester.

**No cash crops, no children in school:** People report that before they lost their land, they could send their children to public (or sometimes company) school. They could earn some money through selling their agricultural products to pay the boarding and the school fees. A woman from Lanco says that “our children attended schools through the farms we made even if the school was far from our farms because we had really good support from our farming activities.” But now, almost none of the children go to school anymore. In Wonwudu, Kuwah, and Gbanfein for example, reportedly none of the 30 or more children in the village go to school. A man from Garjay puts it like this: “Since the destruction of our town in 2010, we can’t send our children to school. We are farmers without land to farm. ... Our children are not in

schools because there is no money for us to send them to school. Our source of funding, our farms, were destroyed by the company.”<sup>429</sup> If the children do go to school, it is supported through the remaining farming activities of the parents.

“Since the destruction of our town in 2010, we can’t send our children to school. We are farmers without land to farm. ... Our children are not in schools because there is no money for us to send them to school. Our source of funding, our farms, were destroyed by the company.”

**Farmer from Garjay**

### 6.2.2 Inequality in access to schooling

The situation on and next to the SRC and LAC plantations is no exception in Liberia, where public schools in the villages often do not function at all, as they have no teacher or no materials. In this context, SRC and LAC maintain schools and clinics on the plantation that provide reasonable or even good quality services. Socfin writes that “at LAC, the plantation schools are highly popular with the parents in the region. ... The estate can hardly keep up with access requests, including from the local communities.”<sup>430</sup> This is true, but it omits a crucial detail: that schools are difficult for villagers to access unless a family member works as an employee at the company – and very few do.

**Access through others for a fee:** For people who are not employed but live on the plantation area and lost their land because of the companies, these schools are often not directly accessible.<sup>431</sup> Even contract workers’ families often do not have free access to the company’s institutions. In order to send their children to school, they can negotiate an unofficial arrangement to enroll their children through a company worker in order to get around the limitation that fully employed personnel get priority to send their children to school. Company workers enroll the children as their own children, against a fee. This fee is negotiated between the employee willing to enroll the child under his/her name and the family wishing to send its child to the company school. Testimonies from families using this system suggest that the fee varies widely, from USD 25 to USD 100 per child per semester. SRC and LAC charge a fee of USD 25 per additional child per semester if an employee enrolls more than six children –

eight according to SRC management. The majority of children living in the villages affected by the plantation areas only have access to the company schools via permanent company employees giving the latter the position of a middleman. This way of granting access to education therefore has the negative side effect that these employees can ask for very high and arbitrary prices.<sup>432</sup>

**Clinics:** Similar conflicts and restrictions arise in relation to access to clinics. LAC and SRC do provide clinics, but they are hard to access for the majority of villagers living affected by the plantation area because non-employees have to pay before they are treated. At the same time, access to traditional medicinal plants was made impossible or difficult due to plantation expansions.

### 6.2.3 Negotiating schools and school fees

Demands for reduced school fees and better access for villagers to company schools are part of many ongoing struggles and negotiations. Two examples below from Ceezon and Kuwah illustrate these struggles and negotiations.

**Struggle to access school:** Particularly in the case of LAC, schools are a very important issue for affected people. For example, more than 25 children of school age live in Ceezon, but only eight of them go to school.<sup>433</sup> The situation in other villages and towns affected by the plantation is similar – or worse, with even fewer or no children at all having access to a school. In Ceezon, people explained their struggle to get access to school. For years, children attended the company school at a workers’ camp nearby. When the number of children from the workers’ camp attending the company school grew, LAC restricted access to the company school to workers’ children only. Following resistance and complaints from affected villages, LAC agreed that the children of the affected communities could attend the company school for a fee of 25 USD per child per semester. The fee put schooling beyond reach for most children at Ceezon, and communities tried to negotiate the fee down to 12.50 USD. LAC says that the fee charged has been changed to 12.50 USD, but families do not confirm this.<sup>434</sup>



**Company school in the SRC plantation**

**Reneging on the promise of a school in Ceezon:** Referring to the MoU of 2007 (see section 3.4.5) and based on negotiations with community leaders of Ceezon, Gbanfein and others from District 3.3, villagers at Ceezon demanded that the company follow its promise to build a school, run its operations for three years, and then hand it over to the government. Several villagers reiterated that the village is ready to provide a spot for the school building, but cannot provide building materials. Villagers expect the company to fulfill the promise it made to the village.<sup>435</sup> Following further protests and negotiations since 2016, LAC appeared willing to fulfill its outstanding promise but only under an additional condition: that the government of Liberia also contribute and commit to making teachers and materials available once the school is built. Villagers explained their many attempts to get the government to make this commitment, and their proposal for LAC to build a school and hand it over to the government after three years. Yet, at the time of writing, the company and government are pushing responsibility from one to the other, while village children are deprived access to school.<sup>436</sup>

**Reneging on the promise of a school in Kuwah:** Kuwah has a similar story to Ceezon that exemplifies how difficult it is for the people in the villages to get what they are promised.<sup>437</sup> Kuwah has a half-built school next to the village. The building has become overgrown, the rooms are completely empty, and there are neither furnishings nor teachers. The town chief tells the story about how this happened. One day in 2012, he came from the forest and met a journalist covering the level of destruction caused by SRC, who wanted to find out about the villagers' problems. SRC read the article

and met the town chief and elder to discuss the named issues. Following that, in a letter to the community the company described what the people were supposed to do to get a school: The villagers should contact the district educational officer to get confirmation of his willingness to provide the teachers to the community once the building was built. After that, the community or the district educational officer should inform the company. The company would then, upon receipt of that letter from the district education officer, finish the school building. Because of difficulties understanding the correct procedures to follow according to the letter, it was only in 2016 that people wrote the letter to district educational officer.<sup>438</sup> The right person at the office was no longer working there and apparently, the letter has not been forwarded to the right person. The villagers never heard back.



**Empty school building in Kuwah**

**Who should provide:** The town chief of Kuwah expressed that it was not the company's but rather his fault that the school is not operational, because he did not understand the procedure correctly. However, it is important to look closely about how promises of companies – for schools and others – are being put into practice. These examples show how the companies promise schools to people but then apply conditions that have stalled several projects. While it is reasonable that a company makes the government's cooperation a condition for its involvement, it should be active in getting this cooperation, recognize its ability to help, and add its weight to the request because of its more influential position than a rural villager. In contexts like rural Liberia, the company must also have simple mechanisms in place to work with the affected communities.

In many of its corporate publications, Socfin cites access to schools for local communities as one of the company's contributions to local development.<sup>439</sup> Examples cited in this report show how in Liberia, the companies have reneged on promises made to communities by invoking the weakness of the Liberian government in providing schooling for rural villages.

Villagers who have lost their land to the plantation companies, and with it their livelihood, demand that the companies

provide access to primary education for their children. Education is a human right<sup>440</sup> and a basis for a better future. SRC and LAC should include the children of those communities who lost their land to the plantations in their schools free of cost. This is also included in the requirement of the IFC standards that state how standards of living – which include education – must be improved or at least restored (IFC PS 5 of version 2012, Art. 28). The testimonies of villagers suggest that SRC and LAC did not fully respect this requirement.

Promises for jobs – and education – are the most convincing justifications for such plantations. Some people can obtain employment and enjoy the opportunity to benefit from the companies' schools. For many whose land was taken, however, these promises never materialize. If they become employed at all, the jobs are temporary or seasonal and characterized by power imbalance vis a vis the contractor heads. For many children in the communities, access to school often depends on permanent company employees in the position of middlemen and is unaffordable. This shows how the promises of companies taking away people's customary lands do not hold up for these people.



## 7. Conclusions

This report shows how people have suffered from their loss of customary lands due to SRC and LAC plantations. Not only have their customary rights to land been violated, the companies' plantations also negatively affect their fundamental basis for survival. The examples given in this report clearly contradict an often-repeated argument from companies, investors and certain development agencies: that monoculture tree plantations bring development to people in these areas.

People from at least 37 villages have been affected by the expansion of LAC and SRC plantations since 1959. In terms of income and basic needs such as food, water, education and health, people express that they are worse off today than before the companies' plantations took over their customary land. Socfin acquired these plantations 20 years (LAC) and 11 years (SRC) ago. Socfin now bears the responsibility for the problems caused by plantations and for adhering to international and widely accepted standards.

This report illustrates the close connections between the two Liberian plantation companies LAC and SRC and the two Swiss companies Sogescol and Socfinco, both subsidiaries of Socfin. Switzerland is where these companies are based, where the rubber produced in the LAC and SRC plantations is traded, and where the sustainability policies implemented on the two plantations in Liberia are created.

### 7.1 Violation of international standards

This report shows that SRC, LAC, Sogescol, Socfinco and Socfin have violated several international standards in regard to several issues. The report has referred in particular to the IFC standards as the minimum but very widely accepted standards.

To start, this report shows that the SRC and LAC plantations have illegitimately, and possibly illegally, encroached on community customary land, and in certain instances also on privately deeded land. When Socfin acquired these two concessions in 1998 and 2007, it should have practiced due diligence by investigating the concession agreements and the land comprised therein with regards to customary land

rights. Local communities have voiced their views on these matters ever since they became aware of the concession infringing on their customary land.

The encroachment on the communities' customary lands was in violation of the respective international standards (and possibly also the Liberian law). SRC and LAC did not meet requirements of meaningful consultation and participation of the affected communities and cleared their land without their free, prior and informed consent. Furthermore, the compensation for the losses suffered was highly insufficient. Community members do still hold legitimate rights over the land that is now the concession area.

The loss of communities' customary land continues to have negative long-term consequences on the communities. Community members' food security, as well as their access to water and to education, has deteriorated. As a consequence, basic human rights of people affected by these plantations are permanently being violated: international standards require companies to ensure that negatively affected people can at least restore their previous standards of living.

Last but not least, life on the plantations is marked by violence, particularly against human rights defenders and women. Women report being victims of sexual harassment and violence perpetrated by contractor heads. This is only one of several ways that villagers described of how middlemen – in this case contractor heads – abuse their positions of power.

### 7.2 Spotlight on corporate culture at SRC and LAC

People at different villages included into this research report similar problems and accusations regarding the abuse of power by contractor heads, consequences of pesticide use, food insecurity, and land loss. LAC and SRC management often deny the allegations and refuse to mitigate measures for the cases brought to their attention. These examples reveal a corporate culture at LAC and SRC that leads or contributes to harassment, violence and abuse on the plantations. In the view of *Bread for all*, these practices contradict

the statements in Socfin's sustainability reports and question their credibility.

Importantly, many examples show that SRC and LAC do not have sufficiently functioning processes in place to mitigate conflicts and provide effective remedies. This is in violation of the UN Guiding Principles that state the requirement of a grievance mechanism and that adversely affected people must have access to remedy (Articles 30 and 31).

This investigation has shown that resolving long-standing rights violations and land legacy issues and addressing the structural violence on the plantations will require a change in corporate culture and in the companies' attitudes towards the demands of communities affected by the SRC and LAC plantations.

### 7.3 Responsibility of the Swiss actors involved

This report shows that neither corporate social responsibility measures nor international standards without enforcement can guarantee a satisfying situation for the people affected by the SRC and LAC plantations. This situation on the ground is tolerated by its Swiss business partners Sogescol and Socfinco. According to the UN Guiding Principles, the Swiss subsidiary companies of Socfin that have business dealings with LAC and SRC should conduct human rights due diligence for their operations. They should identify human rights risks, take measures to mitigate those risks, track the changes and communicate those measures. In other words, they should ensure that land legacy issues and conflicts are resolved and that harassment, violence and abuse end on the LAC and SRC plantations.

The Swiss companies Sogescol and Socfinco, together with the two branch companies Socfinaf and Socfin (Luxembourgish companies with branch companies in Fribourg), can play a decisive role in influencing the management of the plantations in Liberia. The Swiss company Sogescol is the single buyer of the rubber produced on these two plantations. This gives the company de facto economic control and allows it to exert an important influence over the management of the plantation. Sogescol must ensure that human rights and international standards are respected in the operation of these plantations. The Swiss company Socfinco is responsible for establishing the sustainability approach of the plantations. It also prepares the sustainability report of the Liberian companies. The branch offices of the owners of the plantations (Socfinaf and Socfin) are located nearby in

Fribourg. It is reasonable to conclude that the situation regarding the SRC and LAC plantations in Liberia could be changed from this Swiss city. By failing to act to remedy the rights violations and abuse occurring with respect to the SRC and LAC plantations in Liberia, the Swiss companies do not live up to their human rights responsibilities.

### 7.4 Demands

**Demands for Sogescol and Socfinco:** Sogescol and Socfinco must follow due diligence to ensure that the rights of the local communities affected by the Liberian plantations are respected and that their demands are heard. First and foremost, these companies should act immediately to ensure that the issues of contention and conflict with the local communities in Liberia are resolved in a mutually agreeable manner. The companies should, in particular, act to end the urgent issue of harassment and violence against community members and human rights defenders in particular. Sexual abuse and harassment of women must stop. An unambiguous public statement and clear internal policies and measures to prevent sexual abuse and harassment of women on the SRC and LAC plantations should be a first step.

The central issues that the Swiss companies need to tackle also deal with land legacy. They should address the illegitimate and possibly illegal encroachment of SRC and LAC plantations on customary and privately deeded land; and the unsatisfactory compensation process which, in part, does not fulfill IFC standards. Additionally, providing farming land, safe drinking water, and affordable education to communities affected by the plantations must be a priority in order to guarantee that the communities' human rights are not abused.

**Demands for the Government of Switzerland:** The Swiss Government must take responsibility to protect human rights seriously, including in the case of business operations of Swiss companies abroad. This responsibility to protect includes the responsibility to ensure that human rights of individuals are not violated by third parties, including Swiss companies. This has been established clearly by the "UN Guiding Principles on Business and Human Rights". In order to take responsibility to protect human rights, the Swiss government should establish clear rules and require that all large Swiss companies implement a human rights due diligence procedure for all their business partners. Swiss

criminal law already requires due diligence towards subsidiaries in order to avoid contributing to corruption and money laundering. This requirement should be extended to encompass violations of human rights and international environmental standards in Swiss civil law. This is what the Swiss Responsible Business Initiative, supported by more than 100 NGOs and associations, demands.

**Demands for the Government of Liberia:** The Government of Liberia must ensure that the rights of the people affected by the plantations are guaranteed. The managements of LAC and SRC have often invoked the concession agreements concluded in 1959. This is particularly unacceptable given that the concession agreements of both plantations will have to be renewed in 2029. Renegotiations will soon begin between the companies and the Liberian government. The government and the companies must make it clear that they will include the people with customary land rights comprehensively from the beginning of the renegotiations. With the new Land Rights Act in place and Liberia's commitments to the VGGT, the Government of Liberia and the companies must ensure that the renegotiations will include people with customary land rights and all other people affected.

*Bread for all* and its partners Alliance for Rural Democracy, the Natural Resource Women's Platform and Green Advocates International will be closely following the developments on both plantations. They will remain in contact with the local communities and continue to support them and their demands. Likewise, the organizations involved in this report will continue to insist that the Swiss companies live up to their responsibilities.

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Socfin website: [www.socfin.com/en/locations/companies/detail/sogescol-fr](http://www.socfin.com/en/locations/companies/detail/sogescol-fr)
- 52 Socfin website: [www.socfin.com/en/investors](http://www.socfin.com/en/investors)
- 53 Moneyhouse database: [www.moneyhouse.ch/fr/u/v/sogescol\\_fr\\_sa\\_CH-217.3.545.880-0.htm](http://www.moneyhouse.ch/fr/u/v/sogescol_fr_sa_CH-217.3.545.880-0.htm)
- 54 Socfin website: [www.socfin.com/fr/sogescol-fr](http://www.socfin.com/fr/sogescol-fr)
- 55 Socfin website: [www.socfin.com/en/locations/companies/detail/socfinco-fr](http://www.socfin.com/en/locations/companies/detail/socfinco-fr)
- 56 Socfin (2015). "Socfin Sustainability Report 2014"; [www.socfin.com/frontend/files/userfiles/files/Sustainability%20Report%20\(2014\).pdf](http://www.socfin.com/frontend/files/userfiles/files/Sustainability%20Report%20(2014).pdf), p. 17
- 57 Socfin website: [www.socfin.com/frontend/files/userfiles/files/Socfin%20Organigramme%20\(2016\).pdf](http://www.socfin.com/frontend/files/userfiles/files/Socfin%20Organigramme%20(2016).pdf)
- 58 Socfin website: [www.socfin.com/en/sodimex](http://www.socfin.com/en/sodimex); [www.socfin.com/en/socfin-research](http://www.socfin.com/en/socfin-research); [www.socfin.com/en/socfin-green-energy](http://www.socfin.com/en/socfin-green-energy); [www.socfin.com/en/locations/companies/detail/induservices-fr](http://www.socfin.com/en/locations/companies/detail/induservices-fr)
- 59 Additionally, two Swiss companies are involved as shareholders of Socfin. The first, Twosun, is located in Geneva and holds 11.65%

- of Socfin shares as part of the 54.23% of Hubert Fabri. The company is not registered in the company registrar and it is not possible to find out more about the purpose. The second, Technifin, is part of the Bolloré Group and is located in Fribourg. It trades financial products outside of Switzerland. It holds 7.87% of SOCFIN shares as part of the 38.75% held by Bolloré group.  
Socfin website: [www.socfin.com/en/investors/socfin-s.a./regulated-information](http://www.socfin.com/en/investors/socfin-s.a./regulated-information)  
Moneyhouse database: [www.moneyhouse.ch/fr/company/technifin-sa-13441571351](http://www.moneyhouse.ch/fr/company/technifin-sa-13441571351)
- 60 Moneyhouse database: [www.moneyhouse.ch/fr/company/societe-financiere-des-caoutchoucs-socfin-a-20727556701](http://www.moneyhouse.ch/fr/company/societe-financiere-des-caoutchoucs-socfin-a-20727556701)
- 61 Socfin website: [www.socfin.com/en/investors](http://www.socfin.com/en/investors)
- 62 Socfin website: [www.socfin.com/en/investors](http://www.socfin.com/en/investors)
- 63 Socfin website: [www.socfin.com/en/rubber](http://www.socfin.com/en/rubber)
- 64 Letter of Sogescol to *Bread for all*, 2018/09/12
- 65 United Nations (2012). "The corporate responsibility to respect human rights – an interpretative guide", New York and Geneva, p.15
- 66 International Finance Corporation database: <https://disclosures.ifc.org/#/projectDetail/SPI/26510>
- 67 Aaron Rosenberg, Head of Public Affairs, IFC, personal communication 2017/03/20
- 68 International Finance Corporation website: <https://disclosures.ifc.org/#/projectDetail/ESRS/9447>
- 69 Aaron Rosenberg, Head of Public Affairs, IFC, personal communication 2017/03/20
- 70 International Finance Corporation database: <https://disclosures.ifc.org/#/projectDetail/SPI/26510>
- 71 International Finance Corporation website: [www.ifc.org/wps/wcm/connect/REGION\\_EXT\\_Content/Regions/Sub-Saharan+Africa/Advisory+Services/Partners/Switzerland/](http://www.ifc.org/wps/wcm/connect/REGION_EXT_Content/Regions/Sub-Saharan+Africa/Advisory+Services/Partners/Switzerland/)
- 72 Switzerland provided funding of 69 million USD in 2017 via the Swiss State Secretariat on Economic Affairs (SECO) through its Multilateral Cooperation Division.  
International Finance Corporation website: [www.ifc.org/wps/wcm/connect/8c7bdb804e4c70129775bf7a9dd66321/IFC\\_and\\_SECO\\_in\\_Africa.pdf?MOD=AJPERES](http://www.ifc.org/wps/wcm/connect/8c7bdb804e4c70129775bf7a9dd66321/IFC_and_SECO_in_Africa.pdf?MOD=AJPERES)  
Swiss State Secretariat for Economic Affairs website: [www.seco-cooperation.admin.ch/secocoop/en/home/themes/multilateral-cooperation/swiss-participation-mdbs/weltbankgruppe/ifc.html](http://www.seco-cooperation.admin.ch/secocoop/en/home/themes/multilateral-cooperation/swiss-participation-mdbs/weltbankgruppe/ifc.html)
- 73 Socfin website: [www.socfin.com](http://www.socfin.com)  
Socfin (2015). "Socfin Sustainability Report 2014"; [www.socfin.com/frontend/files/userfiles/files/Sustainability%20Report%20\(2014\).pdf](http://www.socfin.com/frontend/files/userfiles/files/Sustainability%20Report%20(2014).pdf), p.17
- 74 Minutes of meeting with LAC plantation manager 2018/01/18
- 75 Business and Human Rights Resource Centre database: "Sierra Leone: Des ONG dénoncent l'emprisonnement d'opposants à l'exploitation de plantations de Socfin; Bolloré et Socfin répondent"; [www.business-humanrights.org/fr/sierra-leone-des-ong-d%C3%A9noncent-l%E2%80%99emprisonnement-d%E2%80%99opposants-%C3%A0-l%E2%80%99exploitation-de-plantations-de-socfin-bollor%C3%A9-et-socfin-r%C3%A9pondent](http://www.business-humanrights.org/fr/sierra-leone-des-ong-d%C3%A9noncent-l%E2%80%99emprisonnement-d%E2%80%99opposants-%C3%A0-l%E2%80%99exploitation-de-plantations-de-socfin-bollor%C3%A9-et-socfin-r%C3%A9pondent)
- 76 Frontpage Africa (2016). "Salala Rubber Corporation Aiming to Complement Liberian Government", 2016/05/24; <https://frontpageafricaonline.com/index.php/county-news/875-salala-rubber-corporation-aiming-to-complement-liberian-government>
- 77 Vlaams infocentrum land-en tuinbouw (2016). "Socfin heft zich nooit schuldig gemaakt aan landroof", 2016/03/01; (English translation: [www.farmlandgrab.org/post/view/25858](http://www.farmlandgrab.org/post/view/25858))
- 78 Socfin (2018). "Socfin Sustainability Report 2017"; [www.socfin.com/frontend/files/userfiles/files/2017%20Socfin\\_Report%20d%C3%A9veloppement%20durable\\_LR.pdf](http://www.socfin.com/frontend/files/userfiles/files/2017%20Socfin_Report%20d%C3%A9veloppement%20durable_LR.pdf)
- 79 Socfin (2017). "Responsible Management Policy"; [www.socfin.com/frontend/files/userfiles/files/2017\\_03\\_22\\_Policy\\_responsible\\_management.pdf](http://www.socfin.com/frontend/files/userfiles/files/2017_03_22_Policy_responsible_management.pdf)
- 80 Socfin (2018). "Socfin Sustainability Report 2017"
- 81 Socfin (2017). "Responsible Management Policy", p.1
- 82 Socfin (2017). "Responsible Management Policy"
- 83 Socfin website: [www.socfin.com/en/news/detail/socfin-group-sustainability-policy](http://www.socfin.com/en/news/detail/socfin-group-sustainability-policy)
- 84 ISO website: [www.iso.org/fr/iso-14001-environmental-management.html](http://www.iso.org/fr/iso-14001-environmental-management.html)
- 85 ISO website
- 86 Vilchez, Vera Ferron (2017). "The dark side of ISO 14001: The symbolic environmental behavior", *European Research on Management and Business Economics* 23(1), p: 33-39  
Vallejo, Nancy and Pierre Hauselmann (2001). "PEFC – An Analysis", WWF Discussion Paper; [www.wwf.se/source.php/1117094/PEFC\\_Analysis\\_FINAL.pdf](http://www.wwf.se/source.php/1117094/PEFC_Analysis_FINAL.pdf)  
Fern (2001). "Behind the logo"; [fern.org/sites/default/files/news-pdf/Behind%20the%20logo.pdf](http://fern.org/sites/default/files/news-pdf/Behind%20the%20logo.pdf)
- 87 For the complaint and its pursuit, see OECD Watch database: [www.oecdwatch.org/cases-fr/Case\\_202-fr](http://www.oecdwatch.org/cases-fr/Case_202-fr)  
The organizations are Centre pour l'Environnement et le Développement – CED (Cameroon), Fondation Camerounaise d'Action Rationalisées et de Formation sur l'Environnement – FOCARFE (Cameroon), Association Sherpa (France) and Misereor (Germany)
- 88 OECD Watch database
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Waleckx, Tristan, Matthieu Renier (2016). "Vincent Bolloré, un ami qui vous veut du bien?", *France 2* 2016/04/07; now only at [www.youtube.com/watch?v=xrdOdBP-EDw](http://www.youtube.com/watch?v=xrdOdBP-EDw)
- 90 For a list of upcoming, ongoing and previous lawsuits and articles about them, please see the declaration of civil society organizations, media outlets and journalists at [www.grain.org/bulletin\\_board/entries/5873-we-will-not-be-silenced-by-bollor%C3%A9-s-slapp-lawsuits](http://www.grain.org/bulletin_board/entries/5873-we-will-not-be-silenced-by-bollor%C3%A9-s-slapp-lawsuits) (last accessed 2018/01/25)
- 91 Durupt, Frantz (2018). "Bolloré contre les médias : de nombreuses procédures, peu de victoires", *Libération* 2018/06/12; [www.liberation.fr/france/2018/06/12/bollor%C3%A9-contre-les-m%C3%A9dias-de-nombreuses-proc%C3%A9dures-peu-de-victoires\\_1658293](http://www.liberation.fr/france/2018/06/12/bollor%C3%A9-contre-les-m%C3%A9dias-de-nombreuses-proc%C3%A9dures-peu-de-victoires_1658293)
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- 93 Foster, Malcolm J, Denis D. Gray (2016). "Cambodia's zeal for rubber drives ethnic group from land", *Daily Herald* 2016/03/26; [www.dailyherald.com/article/20160326/business/303269978](http://www.dailyherald.com/article/20160326/business/303269978)
- 94 Maurice, Krystel (2015). "Les Bunongs du Mondokiri assignent le groupe Bolloré en justice en France", *Cambodge Post* 2015/08/01; [www.business-humanrights.org/es/node/126359](http://www.business-humanrights.org/es/node/126359)

- <sup>95</sup> Schneider, Victoria (2016). "Palm oil profits trump self-sufficiency in Sierra Leone", Deutsche Welle 2016/09/28; [www.dw.com/en/palm-oil-profits-trump-self-sufficiency-in-sierra-leone/a-35917146](http://www.dw.com/en/palm-oil-profits-trump-self-sufficiency-in-sierra-leone/a-35917146)
- <sup>96</sup> L'Echo (2016). "Luc Boedt, CEO de SOCFIN: L'agriculture traditionnelle africaine ne nourrit pas les villes", 2016/05/07; [www.lecho.be/actualite/archive/Luc-Boedt-CEO-de-Socfin-L-agriculture-traditionnelle-africaine-ne-nourrit-pas-les-villes/9763479](http://www.lecho.be/actualite/archive/Luc-Boedt-CEO-de-Socfin-L-agriculture-traditionnelle-africaine-ne-nourrit-pas-les-villes/9763479)
- <sup>97</sup> For Liberia in particular, see Paczynska, Agnieszka (2016). "Liberia rising? Foreign direct investment, persistent inequalities and political tensions"; *Peacebuilding* 4(3), 297-316  
Chiarelli et al. (2018)  
Balachandran Lakshmi, Elizabeth Herb, Erin O'Reilly, Shahbano Tirmizi (2013). "Everyone must eat? Liberia, Food Security and Palm Oil", Columbia / SIPA
- <sup>98</sup> For references, please see the reports and articles cited in the table in section 3.3.
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- <sup>100</sup> Socfinaf (2018). "Rapport Annuel 2017"  
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- <sup>101</sup> For the complaint and its pursuit, see OECD Watch database
- <sup>102</sup> See website: [www.palmespoir.org/index.php/synaparcam](http://www.palmespoir.org/index.php/synaparcam)
- <sup>103</sup> The work and assessment of ERA can be seen in the Environmental Justice Atlas: [ejatlas.org/conflict/oil-palm-plantation](http://ejatlas.org/conflict/oil-palm-plantation)
- <sup>104</sup> See also World Rainforest Movement (2014). "Nigeria. Okomu Oil Palm Company. Destroying Communities for Oil Palm Expansion", *Bulletin* 199; [wrm.org.uy/articles-from-the-wrm-bulletin/section1/nigeria-okomu-oil-palm-company-destroying-communities-for-oil-palm-expansion/](http://www.wrm.org.uy/articles-from-the-wrm-bulletin/section1/nigeria-okomu-oil-palm-company-destroying-communities-for-oil-palm-expansion/)
- <sup>105</sup> For the activities and documents of MALOA and their struggle, see FIAN Belgium website: [www.fian.be/Landgrabbing-by-SOCFIN-in-Sierra-Leone-documentation?lang=fr](http://www.fian.be/Landgrabbing-by-SOCFIN-in-Sierra-Leone-documentation?lang=fr)  
See also urgent appeal of FIDH, 2016/02/09: [www.fidh.org/en/issues/human-rights-defenders/sierra-leone-arbitrary-detention-and-continued-judicial-harassment](http://www.fidh.org/en/issues/human-rights-defenders/sierra-leone-arbitrary-detention-and-continued-judicial-harassment)
- <sup>106</sup> FIAN Belgium website: [www.fian.be/Landgrabbing-by-SOCFIN-in-Sierra-Leone-documentation?lang=en](http://www.fian.be/Landgrabbing-by-SOCFIN-in-Sierra-Leone-documentation?lang=en) [accessed: 2018/10/08]
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- <sup>108</sup> Baxter, Joan (2013). "Who is benefitting? The Social and Economic Impact of Three Large-Scale Land Investments in Sierra Leone. A Cost-Benefit Analysis", *Action for Large-Scale Land Acquisition Transparency (ALLAT)*
- <sup>109</sup> Oakland Institute (2012). "SOCFIN Land Investment in Sierra Leone, Land Deal Brief"
- <sup>110</sup> Greenpeace (2016). "Africa's Forests Under Threat. Investigation of the Investments of the Bolloré Group and its Belgian Partner Hubert Fabri"; [www.greenpeace.org/africa/Global/africa/publications/forests/2016/AFRICA'S\\_FORESTS\\_UNDER\\_THREAT\\_1.pdf](http://www.greenpeace.org/africa/Global/africa/publications/forests/2016/AFRICA'S_FORESTS_UNDER_THREAT_1.pdf)
- <sup>111</sup> Greenpeace (2016)
- <sup>112</sup> FIDH (2011). "Cambodia. Land Cleared for Rubber, Rights Bulldozed. The Impacts of Rubber Plantations by SOCFIN-KCD on Indigenous Communities in Bousra, Mondulkiri"; [www.fidh.org/IMG/pdf/report\\_cambodia\\_socfin-kcd\\_low\\_def.pdf](http://www.fidh.org/IMG/pdf/report_cambodia_socfin-kcd_low_def.pdf)  
Hubert Fabri (Socfin) letter to FIDH, 2011/11/10; [www.fidh.org/IMG/pdf/droit\\_de\\_reponse\\_socfin\\_novembre\\_2011-3.pdf](http://www.fidh.org/IMG/pdf/droit_de_reponse_socfin_novembre_2011-3.pdf)  
See also Von der Eynden, Andreas (2011). "Rubber and Soul. Moral Economy, Development and Resistance in the Bousraa Villages, Mondulkiri, Cambodia", Master Thesis at the NTNU University Trondheim, Norway
- <sup>113</sup> Foster, Malcolm J, Denis D. Gray (2016). "Cambodia's zeal for rubber drives ethnic group from land", *Daily Herald* 2016/03/26; [www.dailyherald.com/article/20160326/business/303269978](http://www.dailyherald.com/article/20160326/business/303269978)  
Pheap, Aun (2015). "Bunong Threaten to Fell Firm's Rubber Trees", *The Cambodian Daily* 2015/05/28; [www.cambodiadaily.com/news/bunong-threaten-to-fell-firms-rubber-trees-84504/](http://www.cambodiadaily.com/news/bunong-threaten-to-fell-firms-rubber-trees-84504/)
- <sup>114</sup> It is not clear though, what the exact numbers are. According to the Liberian National Bureau of Concessions Liberia, 21% of Liberian land is under concession for mining, forestry and agriculture. According to the Liberia Initiative Extractive Industries Transparency Initiative, it is around 40%. The NGO coalition Rights and Resources Initiatives estimates even 75%.  
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- <sup>115</sup> Socfinaf (2018). "Rapport Annuel 2017"  
FAOstat database: <http://www.fao.org/faostat>
- <sup>116</sup> Paczynska (2016), based on LEITI, has calculated for 2013 that mining, forestry and logging sectors employed only 15,321 people of the 372,702 employed Liberians.
- <sup>117</sup> E.g. Paczynska (2016)
- <sup>118</sup> Paczynska (2016)  
*Bread for the World* (2014). "Land acquisitions and their impacts on peace, security and stability"; [info.brot-fuer-die-welt.de/sites/default/files/blog-downloads/analysis\\_43\\_en.pdf](http://info.brot-fuer-die-welt.de/sites/default/files/blog-downloads/analysis_43_en.pdf)
- <sup>119</sup> This section contains short summaries and conclusions drawn from an analysis of Liberia's current land situation. Section 3.2 gives a more detailed account of this analysis and contains all the references also for this section.
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- <sup>121</sup> Aldon Wily, Liz (2007). "So who owns the forest – an investigation into forest ownership and customary land rights in Liberia", *Sustainable Development Institute in Monrovia and Fern in Brussels*; [fern.org/publications/reports/so-who-owns-forest](http://fern.org/publications/reports/so-who-owns-forest), p.19
- <sup>122</sup> Response of Socfin to *Bread for all*, November 2018
- <sup>123</sup> Interviews in Gleegbar Town and Bonodolon, 2017/05
- <sup>124</sup> Interview in Daokai Town, 2018/10
- <sup>125</sup> Aldon Wily, Liz (2007)
- <sup>126</sup> For SRC and LAC, the yearly rent was set in the concession agreement at 0.06 USD per acre (0.15 USD per ha) for developed land. Each company must pay a minimum annual rent (20,000 acres

- (8094 ha) at 1,200 USD for SRC and 50,000 acres (20,234 ha) at 3,000 USD for LAC) even if less land is developed. This is also approximately what they pay (LAC a little more, i.e. 3,351 USD) to the government according to the Liberia Extractive Industries Transparency Initiative (LEITI 2016). The current rates of to the Liberia Extractive Industries Transparency Initiative are 2 USD per acre (4.94 USD per ha) for developed land and 1 USD per acres (2.47 USD per ha) for undeveloped land. This calculation assumes – in favor of SRC and LAC – that their concessions are now 19,768 acres (8,000 ha) and 300,000 acres (121,406 ha), respectively.
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- 129 Socfin (2017). “Responsible Management Policy”
- 130 If not mentioned otherwise, the information in this section is based on Aldon Wily (2007)
- 131 “A Declaration of Independence by the Representatives of the People of the Commonwealth of Liberia in Convention Assembled. July 16 1847”, [www.declarationproject.org/?p=181](http://www.declarationproject.org/?p=181)
- 132 “Constitution of the Republic of Liberia” (1986), Art. 65; [www.liberianlegal.com/constitution1986.htm#\\_FUNDAMENTAL\\_RIGHTS](http://www.liberianlegal.com/constitution1986.htm#_FUNDAMENTAL_RIGHTS)  
Liberian jurisprudence is governed by a common law system, based upon the Anglo-American law system whereby modern issues are subject to the formal legal system and indigenous issues are subject to customary tribal law.
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- 134 Aldon Wily, Liz (2007), p.121
- 135 “Constitution of the Republic of Liberia” (1986)  
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- 137 See also World Bank (2017). “Project appraisal document on a proposed grant”; <http://documents.worldbank.org/curated/en/233931506823363595/pdf/Liberia-PAD-09112017.pdf>, p. 15
- 138 Aldon Wily (2007), p.193
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Bread for the World (2013). “Large-scale land acquisitions in Liberia”; [www.brot-fuer-die-welt.de/fileadmin/mediapool/2\\_Downloads/Fachinformationen/Analyse/Analyse\\_39\\_large\\_scale\\_land\\_acquisitions.pdf](http://www.brot-fuer-die-welt.de/fileadmin/mediapool/2_Downloads/Fachinformationen/Analyse/Analyse_39_large_scale_land_acquisitions.pdf)
- 142 “Liberia Public Lands Law” (1972); <https://landwise.resourceequity.org/records/408>
- 143 “Liberian Code of Laws” (1956), chapter 5, section 70; [www.documents.clientearth.org/wp-content/uploads/library/1956-03-22-law-1956-public-lands-law-ext-en.pdf](http://www.documents.clientearth.org/wp-content/uploads/library/1956-03-22-law-1956-public-lands-law-ext-en.pdf)  
The Liberian Code of Laws was already in place when the concession agreements were signed. It says that the president is authorized to lease any portion of public land if the land is not appropriated for other purposes, including for farming, hunting or spiritual purposes. Communities living on the land or using it for any such purposes would in fact have made concession agreements between the government. Thus, a company concession without tribal consent invalid.
- 144 This is based on the most recent version of the international guidelines. Sections 3.3 and 3.4 clarify the exact formulations relevant at the time.
- 145 “Act to establish the Community Rights Law of 2009 with respect to forest lands” (2009); [extwprlegs1.fao.org/docs/pdf/lbr143892.pdf](http://extwprlegs1.fao.org/docs/pdf/lbr143892.pdf)  
Basta!, Friends of the Earth International (2012). “Live or drive, a choice has to be made”; [www.foeeurope.org/sites/default/files/news/rap\\_liberiaen1.pdf](http://www.foeeurope.org/sites/default/files/news/rap_liberiaen1.pdf)
- 146 For international standards and laws, indigenous status for project-affected people is very significant. The African Court has ruled on a definitive interpretation of indigenous status under the African Charter of Human and People’s Rights. The relevant factors to consider are, among others, the presence of priority in time with respect to the occupation; the use of a specific territory, cultural distinctiveness, self-identification and recognition; and a history of exclusion and marginalization. See paragraph 107 of *African Commission on Human and Peoples’ Rights v. Kenya* (Ogiek decision), ruled on 2017/05/26; [en.african-court.org/index.php/56-pending-cases-details/864-app-no-006-2012-african-commission-on-human-and-peoples-rights-v-republic-of-kenya-details](http://en.african-court.org/index.php/56-pending-cases-details/864-app-no-006-2012-african-commission-on-human-and-peoples-rights-v-republic-of-kenya-details).  
In Liberia, people who were living in the area before the settlers from the United States of America arrived in the early 19<sup>th</sup> century are generally considered to be indigenous. The IFC argues with respect to SRC that “the original populations in the area of the project are part of the now-dominant society and culture of Liberia” and therefore does not consider them as indigenous (IFC database: <https://disclosures.ifc.org/#/projectDetail/SPI/26510>).  
The Court in the Ogiek decision (website above) ruled that it is relevant to consider whether the population has suffered “subjugation, marginalization, dispossession, exclusion, or discrimination.” This means that dominance has not been retained as a criterion. The people in question have suffered marginalization and subjugation by the Americo-Liberian settlers and, more recently, exclusion by the companies and the government. Therefore, the authors conclude that people affected by the project should be considered indigenous.
- 147 ILO 169 stands for the “C169 Indigenous and Tribal Peoples Convention (1989)” of the International Labour Organization; [www.ilo.org/dyn/normlex/en/f?p=NORMLEX-PUB:12100:0::NO::P12100\\_ILO\\_CODE:C169](http://www.ilo.org/dyn/normlex/en/f?p=NORMLEX-PUB:12100:0::NO::P12100_ILO_CODE:C169)
- 148 Socfin (2018). “Socfin Sustainability Report 2017”, p.23
- 149 Socfin (2017). “Responsible Management Policy”

- 150 United Nations (1997). "General Comment No. 7 to the right to adequate housing (Art. 11.1): forced evictions" (1997); [www.refworld.org/docid/47a70799d.html](http://www.refworld.org/docid/47a70799d.html)
- 151 "Constitution of the Republic of Liberia" (1986), Art. 24; [www.liberianlegal.com/constitution1986.htm#\\_FUNDAMENTAL\\_RIGHTS](http://www.liberianlegal.com/constitution1986.htm#_FUNDAMENTAL_RIGHTS)
- 152 "Constitution of the Republic of Liberia" (1986), Art. 20
- 153 For interpretation, see OECD Watch (2017). "Calling for Corporate Accountability: A Guide to the 2011 OECD Guidelines for Multinational Enterprises"; [www.oecdwatch.org/publications-en/Publication\\_3962](http://www.oecdwatch.org/publications-en/Publication_3962)
- 154 It depends here whether the land rights of the people are recognized or recognizable under national law or not. In the first case, all lost assets must be replaced; in the second case, all assets apart from land must be replaced (PS 5, Art. 27)
- 155 The concession agreements of LAC and SRC can be accessed at <https://openlandcontracts.org/>
- 156 Socfin website: [www.socfin.com/fr/implantations/companies/detail/src](http://www.socfin.com/fr/implantations/companies/detail/src)  
Socfinaf (2018). "Rapport Annuel 2017"
- 157 Socfin calls it the Liberian Agricultural Company on its website
- 158 Email response of LAC general manager, 2018/08/20  
See also Socfinaf (2018). "Rapport Annuel 2017"
- 159 Email response of LAC general manager, 2018/08/20; Email response of SRC general manager, 2018/08/23
- 160 Technically, Deedee consists of two towns (Deedee 1 and Deedee 2), but it is referred to in this report as Deedee.
- 161 Response of Socfin to *Bread for all*, November 2018
- 162 Email response of SRC general manager, 2018/08/23
- 163 Information from interviews; land deed documents and tribal certificates; own mapping of overlapping land claims (visualized by maps) and destroyed towns
- 164 Email response of SRC general manager, 2018/08/23
- 165 The titles might have a source dated earlier than the concession agreement; exploring that, however, was beyond the scope of this study.
- 166 Interview in Kuwah, 2018/01
- 167 Email response of SRC general manager, 2018/08/23
- 168 "General Comment No. 7 to the right to adequate housing (Art. 11.1): forced evictions" (1997); [www.refworld.org/docid/47a70799d.html](http://www.refworld.org/docid/47a70799d.html)
- 169 Response of Socfin to *Bread for all*, November 2018  
Salala Rubber Corporation's Response to Complaints in Green Advocates Report "Livelihood Challenges at Salala Rubber Corporation". Received by Green Advocates on 2013/08/01.  
Response of Socfin to *Bread for all*, November 2018
- 170 Interview with three men in Gorbtor, 2018/01
- 171 Informal talk with an elder in Gleegbar, 2017/05; confirmed in interviews with two men and a woman in Gleegbar, 2017/05
- 172 Green Advocates (2013). "Livelihood Challenges at Salala Rubber Corporation (SRC)", Monrovia.
- 173 Salala Rubber Corporation's Response to Complaints in Green Advocates Report
- 174 Both quotes: interview in Gorbtor, 2018/01
- 175 Salala Rubber Corporation's Response to Complaints in Green Advocates Report
- 176 Interview in Gleegbar, 2017/05
- 177 Interviews in Kuwah, 2019/09.
- 178 Interview in Gorbtor, 2018/01. See also interview in Gleegbar on 2017/05
- 179 Interview with seven people in Gleegbar, 2017/05
- 180 Letter from Daokai to SRC, 2003/05/02  
Letter from SRC to Daokai, 2003/05/30 (before Socfin took over)
- 181 Survey Report, 2013/04/23
- 182 Letter of the administrator of Doakai Town to SRC, 2014/09/29
- 183 Interview in Daokai, 2018/01
- 184 Email response by SRC general manager, 2018/08/23
- 185 Email response by SRC general manager, 2018/08/23
- 186 Email response by SRC general manager, 2018/08/23
- 187 Email response by SRC general manager, 2018/08/23
- 188 Videos taken by a journalist, 2010
- 189 Copy of list prepared 2013 by communities as to where graves were affected (for Deedee 1, Tartee, Kuwah).
- 190 Please note that these references do not refer to the most recent Performance Standards, but to the version of 2006 that was valid during the time of the expansion in question.  
IFC (2006). "International Finance Corporation's Performance Standards on Social and Environmental Sustainability"; [https://www.ifc.org/wps/wcm/connect/Topics\\_Ext\\_Content/IFC\\_External\\_Corporate\\_Site/Sustainability-At-IFC/Policies-Standards/Performance-Standards](https://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/Sustainability-At-IFC/Policies-Standards/Performance-Standards)
- 191 Interviews in Gleegbar, 2017/05; in respective towns 2018/01
- 192 Interview in Gorbtor, 2018/01
- 193 Interview in Gorbtor, 2018/01
- 194 Interview in Gleegbar, 2017/05; in the respective towns 2018/01
- 195 Interview in Gorbtor, 2018/01
- 196 Response of Socfin to *Bread for all*, November 2018
- 197 Response of Socfin to *Bread for all*, November 2018; interpreted by *Bread for all*
- 198 Confirmed by audit letter from EPA to SRC, 2016/09/06
- 199 Interview in Gleegbar, 2017/05
- 200 See also Green Advocates (2013). "Livelihood Challenges at Salala Rubber Corporation (SRC). Monrovia.
- 201 IFC database: <https://disclosures.ifc.org/#/projectDetail/SPI/26510>
- 202 Response of Socfin to *Bread for all*, November 2018
- 203 Interviews with residents of Massaquoi, 2018/06
- 204 Salala Rubber Corporation's Response to Complaints in Green Advocates Report; email response of SRC general manager 2018/08/23; Response of Socfin to *Bread for all*, November 2018
- 205 The team has one written "Boarder Cleaning" notice by SRC, 2006/04/21, i.e. before Socfin became full owner of SRC.
- 206 IFC (2006)
- 207 Interviews with people from these towns in Gleegbar, 2017/05.
- 208 Man from Golonkalla in the plenary in Gleegbar, 2017/05. Please note that the survey this resident is referring to was conducted before SRC was under Socfin ownership. This quote serves to illustrate how residents understood such surveys.
- 209 Salala Rubber Corporation's response to complaints in Green Advocates Report

- 210 Interview with representatives from Lanco in Gleegbar 2017/05
- 211 Interview with several people from Jorkporlorsue in the place, 2018/01
- 212 Conversation with women from Deedee in Gorbor, 2018/01
- 213 Salala Rubber Corporation's Response to Complaints in Green Advocates Report; SRC provided one picture of such a meeting.
- 214 Email response by SRC general manager, 2018/08/23
- 215 Email response by SRC general manager, 2018/08/23
- 216 See e.g. Socfin website: [www.socfin.com/en/faq/category/land-grabbing](http://www.socfin.com/en/faq/category/land-grabbing); email response by SRC general manager, 2018/08/23; email response of General Manager of LAC, 2018/08/20  
According to the concession agreement, the concessionaire would need to ask the government in writing to evacuate villages as well as to approve its development areas. There is no information about the exchange of documents between the concessionaire and the government. However, there is evidence that government officials were present in many of the procedures of information and clearing.
- 217 Response of Socfin to *Bread for all*, November 2018
- 218 Socfin website: [www.socfin.com/en/faq/category/land-grabbing](http://www.socfin.com/en/faq/category/land-grabbing)
- 219 Socfin (2018), Socfin Sustainability Report 2017, p. 23
- 220 The authors have the crop compensation sheets (some from SRC, some prepared by the people themselves) for many of the towns, wherein people listed their destroyed crops. The people interviewed reported that they did not get receipts for their compensation, so these documents are not available.
- 221 IFC (2006), applicable at that time
- 222 Conversation with several crop owners in Garjay and Kuwah-ta, 2018/06
- 223 Interview with people from Lanco in Gleegbar, 2017/05.
- 224 Interview with man from Gorbor in the town, 2018/01.
- 225 Salala Rubber Corporation's Response to Complaints in Green Advocates Report
- 226 Receipts of three people, 2011/02/11 and 2012/12/21
- 227 Salala Rubber Corporation's Response to Complaints in Green Advocates Report;  
On the IFC website (<https://disclosures.ifc.org/#/projectDetail/ESRS/26510>), the IFC states that "during the war in Liberia, people from local communities did move into the concession area and grew crops". The Salala Rubber Corporation "provides a two-year moratorium on lands earmarked for development to enable farmers who have encroached on the concession to harvest their crops". This rationale serves as an explanation for not paying compensation for annual crops.
- 228 Copies available
- 229 Salala Rubber Corporation's Response to Complaints in Green Advocates Report
- 230 See e.g. FAO (2008). "Compulsory acquisition of land and compensation", FAO Land Tenure Studies 10, Rome
- 231 See e.g. Unruh, Jon D. (2009). "Land rights in postwar Liberia: The volatile part of the peace process", *Land Use Policy* 26, p. 425-433
- 232 Ministry of Agriculture (2012). "Price for economic crops damaged during development projects"
- 233 Green Advocates (2013). "Livelihood Challenges at Salala Rubber Corporation (SRC), Monrovia
- 234 Interview with representatives from Lanco in Gorbor, 2018/01
- 235 Transcript of a short video interview, 2017/04 by Green Advocates
- 236 Liberia Natural Resource Women's Platform, Green Advocates International Liberia, Alliance for Rural Democracy (2016). "Women: the least secure tenure – the impact of Large-scale concession land development on women's land natural resource tenure rights in Liberia"
- Green Advocates International Liberia (2017). "Gender-differentiated impacts of large-scale land acquisitions in Liberia – a case study"
- 237 Salala Rubber Corporation's Response to Complaints in Green Advocates Report. Response of Socfin to *Bread for all*, November 2018  
In the database of the IFC (<https://disclosures.ifc.org/#/projectDetail/ESRS/26510>), Kolleh and Penneh were relocated in the 1960ies. Restoration of livelihood of the relocated did not happen, because they were relocated to a location "very close to the concession". Rather than being "very close", though, Kolleh is still within the concession area (response of Socfin to *Bread for all*, November 2018).
- 238 IFC website: <https://disclosures.ifc.org/#/projectDetail/ESRS/26510>
- 239 IFC (2006)
- 240 This can be clearly seen from the objective of PS 5 (of IFC 2006) "to mitigate adverse social and economic impacts from land acquisition or restrictions on affected persons' use of land, ... to improve or at least restore the livelihoods and standards of living of displaced persons, ... to improve living conditions among displaced persons through provision of adequate housing with security of tenure at resettlement sites."
- 241 Socfinaf (2018). "Rapport Annuel 2017"
- 242 Email response of General Manager of LAC, 2018/08/20
- 243 Response of Socfin to *Bread for all*, November 2018
- 244 Eviction notice of Liberian Agricultural Company to Saw Mill, 2004/08/02;  
Land cleaning assessment documents, 2015/11/25
- 245 IFC database: <https://disclosures.ifc.org/#/projectDetail/ESRS/9447>
- 246 Interview in Ceezon, 2017/05
- 247 Interview in Gbanfein, 2017/05
- 248 For LAC, the reference refers to the IFC documents in place before 2006. They are available here: [www.ifc.org/wps/wcm/connect/topics\\_ext\\_content/ifc\\_external\\_corporate\\_site/sustainability-at-ifc/policies-standards/safeguards-pre2006](http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/safeguards-pre2006); of particular relevance is "Guidance Note A: Checklist of a Potential Issues for an EA" (1998)
- 249 IFC (1998). "Guidance Note F: Guidance for Preparation of a Public Consultation and Disclosure Plan"  
IFC (1998). "Guidance Note A: Checklist of a Potential Issues for an EA"
- 250 Response of Socfin to *Bread for all*, November 2018
- 251 Interview in Gbanfein town, 2017/05
- 252 Interview in Gbanfein, 2017/04
- 253 Interview in Gbanfein, 2017/05
- 254 Interview in Gbanfein, 2018/01
- 255 Interview in Jaynakpah, 2017/05
- 256 Eviction notice to Saw Mill by LAC, 2004/08/02
- 257 Official crop assessment documents for the twelve towns, not dated, around 2004;

- Payment slips of compensation payments for Nain and Ceezon, 2004/06
- 258 IFC (1998). "Environmental, Health and Safety Guidelines for Plantations"; [www.ifc.org/wps/wcm/connect/4ab8c78048855b5d88bcda6a6515bb18/plantations.pdf?MOD=AJPERES](http://www.ifc.org/wps/wcm/connect/4ab8c78048855b5d88bcda6a6515bb18/plantations.pdf?MOD=AJPERES)
- 259 Eviction notice of Liberian Agricultural Company to Sawmill, 2004/08/02
- 260 Email response of LAC general manager, 2018/08/20
- 261 Official crop compensation sheets, payment slips and receipts for the burned spots, 2016/02; Memorandum of Understanding (2016) between LAC and some crop owners of Division 3.3 (Floe Joe, Moncray, Gboeclean, Zoewee)
- 262 Interview in Floe Joe, 2017/04
- 263 Interview in Floe Joe, 2017/04; Discussions in Gbanfein, 2018/01; "Action Plan of Special Executive Committee of Expansion of LAC and its Impact on the Surrounding Communities", 2005/08/15
- 264 Interviews in Gbanfein, 2017/05
- 265 Interviews in Ceezon, 2018/01
- 266 Interview in Tehteh, 2017/05
- 267 Interviews in Tehteh, Sawmill, Ceezon, Jaynakpah and Wonwudu and also Gbanfein, 2017/05.
- 268 MoU (2007). "Framework for resettling Grand Bassa County citizens who may be impacted by expansion activities of the Liberian Agricultural Company at Division 3.3. in the North Western Part of the Sloh River", 2007/11/15
- 269 Press release of the Government of Liberia (2007). "Ahead of '26 Celebrations, President Sirleaf inspects development projects in Grand Bassa County", 2018/07/09; <https://allafrica.com/stories/200707091716.html>  
The Inquirer (2017). "Gov't will not allow land occupation", 2007/07/10; <https://allafrica.com/stories/200707100508.html>
- 270 Interview in Moncray, 2017/04
- 271 Interview in Gbanfein, 2018/01
- 272 Interview in Gbanfein, 2017/04
- 273 Interview in Wonwudu, 2018/01
- 274 Email response of the general manager of LAC, 2018/08/20  
The Minister of Agriculture argues in the same line, see: The Inquirer (2007). "Agricultural Minister gives details on LAC-Gold MoU", 2018/12/10; <https://allafrica.com/stories/200712101462.html>
- 275 Interview with then chairman of the "Resilience Council of Elders" in Buchanan, 2018/01
- 276 Jackson, Omari (2015). "LAC future expansion consistent with FPIC process", Daily Observer 2015/12/29  
Socfin website: [www.socfin.com/fr/news/detail/lac-future-expansion-consistent-with-fpic-process](http://www.socfin.com/fr/news/detail/lac-future-expansion-consistent-with-fpic-process)
- 277 Minutes of meeting with LAC plantation manager 2018/01/18
- 278 Jackson (2015)
- 279 Email response of LAC general manager, 2018/08/20
- 280 Also Jackson (2015) mentions these different accounts. He writes about his assessment of the meetings "contrary to an earlier report in the Daily Observer". The authors could not access this earlier article, but the formulation suggests that the assessment of the meetings was very different.
- 281 Interviews in Zondo, 2018/01
- 282 Interview in Wonwudu, 2017/05
- 283 Interview in Tehteh, 2017/05
- 284 Meeting in Zondo with Elders and other respected people, several of them witnessed the story, 2018/01
- 285 Bardue, George (2005). "Liberia: They had deadly weapons – NTGL justifies citizens' arrest", The News 2005/01/14; <https://allafrica.com/stories/200501140503.html>  
See also the Petition from the Citizens of Grand Bassa County living in Districts No. 3 and 4 through the Resilience Council of Elders of Grand Bassa County to the President of the Republic of Liberia, undated from 2006 (copy available).
- 286 FrontPage Africa (2016). "Salala Rubber Corporation Aiming to Complement Liberian Government"; <https://frontpageafrica-online.com/index.php/county-news/875-salala-rubber-corporation-aiming-to-complement-liberian-government>
- 287 Email response from SRC general manager, 2018/08/23
- 288 For Liberia, see Paczynska (2016); Chiarelli et al. (2018); Balachandran et al. (2013)
- 289 Interview in Daokai Town, 2018/10
- 290 Conversation in Gorbor, 2018/01
- 291 Interview in Gbanfein, 2018/01
- 292 Interview in Jorkporlorsue, 2018/01
- 293 Interview in Glegbar, 2017/05
- 294 Interview in Daokai, 2018/01
- 295 People often use wetlands to grow food. This often causes conflicts with companies (see section 4.1.2). This is often illegal or bound in legal limbo. But for cultivators, that land is often all they have left to plant.
- 296 Interview in Gorbor, 2018/01
- 297 Interviews in Ceezon, 2017/05
- 298 Interviews in Gbanfein, 2017/05
- 299 Interview in Wonwudu, 2017/05
- 300 Interview in Daokai, 2018/01
- 301 In 2009, Liberia adopted a gender policy which recognizes that gender disparities and imbalances are common in every sphere of life in Liberia and that women are disproportionately and unfairly represented, leading to gender inequality and imbalance such as unequal gender relations and power relations, lack of access to basic services, economic disempowerment, low participation in decision making, lack of access to legal services etc.: Ministry of Gender and Development (2009). "The National Gender Policy"; [www.africanchildforum.org/cldr/policy%20per%20country/liberia/liberia\\_gender\\_2009\\_en.pdf](http://www.africanchildforum.org/cldr/policy%20per%20country/liberia/liberia_gender_2009_en.pdf)
- 302 Liberia Natural Resource Women's Platform, Green Advocates International Liberia, Alliance for Rural Democracy (2016). "Women: the least secure tenure – the impact of Large-scale concession land development on women's land natural resource tenure rights in Liberia"  
Green Advocates International Liberia (2017). "Gender-differentiated impacts of large-scale land acquisitions in Liberia – a case study"
- 303 Informal conversation in Glegbar, 2017/05
- 304 Interview in Glegbar, 2017/05
- 305 Interview in Ceezon, 2017/05
- 306 Interviews in several villages in SRC's plantation, 2018/01
- 307 Interview in Gorbor, 2018/01



- 308 Communication with EPA Executive Director, 2018/08/21
- 309 Forestry Development Authority, REDD+ Implementation Unit (2016). "National Strategy for Reducing Emissions from Deforestation and Forest Degradation (REDD+) in Liberia"; [www.itsi.co.uk/wp-content/uploads/2015/01/Technical-Annex-A-REDD-Strategy-final.pdf](http://www.itsi.co.uk/wp-content/uploads/2015/01/Technical-Annex-A-REDD-Strategy-final.pdf)
- 310 Grain and World Rainforest Movement (2015). "REDD Alert! How REDD+ projects undermine peasant farming and real solutions to climate change"; [https://wrm.org.uy/wp-content/uploads/2015/10/REDD+\\_WRM\\_Grain.pdf](https://wrm.org.uy/wp-content/uploads/2015/10/REDD+_WRM_Grain.pdf)
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- Pierret, Alain et al. (2011). "Reshaping upland farming policies to support nature and livelihoods: Lessons from soil erosion in South-east Asia with emphasis on Lao PDR", IRD, IWMI, MSEC, Marseille France; [www.iwmi.cgiar.org/Publications/Other/PDF/reshaping\\_upland\\_farming\\_policies\\_to\\_support\\_nature\\_and\\_livelihoods.pdf](http://www.iwmi.cgiar.org/Publications/Other/PDF/reshaping_upland_farming_policies_to_support_nature_and_livelihoods.pdf)
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- Ickowitz, Amy (2006). "Shifting Cultivation and Deforestation in Tropical Africa: Critical Reflections", *Development and Change*, Vol 37(3), p.599-626
- 311 Interview in Gbanfein, 2018/01
- 312 Memorandum of SRC to concerned communities, 2017/12/02; Directive of the Magisterial Court of Gibi District against a resident of one community concerning "gardening activities", based on a complaint of SRC, 2016/04/21
- 313 Interview in Gorbor 2018/01
- 314 Interview in Jaynakpah, 2017/05
- 315 Email response from SRC general manager, 2018/08/23, and of LAC general manager, 2018/08/20; If now mentioned otherwise, quotes from SRC and LAC, respectively, are taken from these emails.
- 316 Email response from SRC general manager, 2018/08/23
- 317 Salala Rubber Corporation's Response to Complaints in Green Advocates Report
- 318 Yengoh, Genesis T. and Armah, Frederick A. (2016). "Land access constraints for communities affected by large-scale land acquisition in Southern Sierra Leone", *GeoJournal*, Vol. 81(1), pp. 103-122
- 319 Interview in Gorbor, 2018/01
- 320 Interview in Jorkporlorsue, 2018/01
- 321 Interview in Jorkporlorsue, 2018/01
- 322 Interview in Jorkporlorsue, 2018/01
- 323 Interview in Jorkporlorsue, 2018/01
- 324 Informal discussion in Glegbar, 2017/05
- 325 Response of Bolloré of 19.2.2016 to accusations from Sierra Leone; [www.farmlandgrab.org/25802](http://www.farmlandgrab.org/25802)
- 326 Interview in Zondo, 2018/01
- 327 Interview in Zondo and Wonwudu, 2018/01
- 328 Interview in Zondo, 2018/01
- 329 Email response of LAC general manager, 2018/08/20
- 330 Salala Rubber Corporation's Response to Complaints in Green Advocates Report
- 331 Grafting is a horticultural technique used to join parts from two or more plants so that they appear to grow as a single plant. This improves the traits of the resulting plant, e.g. in terms of yield and resistance.
- 332 Interview in Gbanfein, 2018/01.
- 333 Email response of LAC general manager, 2018/08/20
- 334 See sustainability reports, in particularly Socfin Sustainability Report of 2014; Socfin also provided a letter from a smallholder farmer selling his rubber to Socfin and confirming that he has no problems with LAC (letter dated 2018/11/21)
- 335 Ragasa, Catherine, Isabel Lambrecht and Doreen S. Kufoalor (2018). "Limitations of Contract Farming as a Pro-poor Strategy: The Case of Maize Outgrower Schemes in Upper West Ghana", *World Development*, Vol 102, p.30-56
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- 336 United Nations (2002). "General Comment No. 15 – the right to water (Arts. 11 and 12 of the International Covenant on Economic, Social and Cultural Rights)"; [www2.ohchr.org/english/issues/water/docs/CESCR\\_GC\\_15.pdf](http://www2.ohchr.org/english/issues/water/docs/CESCR_GC_15.pdf)
- 337 According to the Environment Protection and Management Law of Liberia (Annex 1, section 6), agricultural projects are obliged to make an environmental impact assessment. "Environmental Protection and Management Law of the Republic of Liberia" (2002); [www.unesco.org/culture/natlaws/media/pdf/liberia/liberia\\_act2002\\_engorof.pdf](http://www.unesco.org/culture/natlaws/media/pdf/liberia/liberia_act2002_engorof.pdf)
- 338 Several results of water testing by the Department of Chemistry of the University of Liberia as well as the Ministry of Health; letters from the EPA to SRC regarding the environmental audits
- 339 Audit letter from EPA to SRC, 2016/09/06
- 340 LAC (in an email from 2018/08/20) offered access to the documents about pesticide handling, storage and disposal at the company. The company did not make the documents available to the team through email. SRC (in an email from 2018/10/04) claims that the documents regarding water testing and quality had been made available to a Green Advocates team when they visited SRC offices in 2017. However, when the Liberian team went to the offices of LAC and SRC in 2017 to assess documents, they were only allowed to look at some very briefly but did not take any pictures or have enough time. Therefore, the team did not go to LAC or SRC again.
- 341 IFC PS 1, Article 22; IFC PS 1, objectives; IFC PS 3, Article 10 ff
- 342 Email response from SRC general manager, 2018/08/23
- 343 Socfin (2018). "Socfin Sustainability Report 2017", p.49; Comment: while it is not entirely clear what is meant by "estate villages", the company has used the identical formulation with "resident population".

- 344 Meeting in Gorbor, 2018/01
- 345 Interviews in the respective towns, 2018/01
- 346 Interview and informal discussion in Gorbor, 2018/01
- 347 Partly from interviews in the towns, partly from informal conversations and observation during field visits, 2018/01
- 348 Community Development Plan of SRC, last update 2015/09/01, provided to *Bread for all* in November 2018; Email response of SRC general manager, 2018/08/23
- 349 See e.g. Verheye, W. (2010). "Growth and Production of Rubber", in: Verheye, W. (ed.), *Land Use, Land Cover and Soil Sciences. Encyclopedia of Life Support Systems (EOLSS)*, UNESCO-EOLSS Publishers, Oxford UK, p. 18; <https://biblio.ugent.be/publication/1009121/file/6718218.pdf>
- 350 See e.g. Tenaganita and Pesticide Action Network Asia and Pacific (2002). "Poisoned and Silenced. A Study of Pesticide in the Plantations", p.22; [www.publiceye.ch/fileadmin/files/documents/Syngenta/Poisoned-and-Silenced.pdf](http://www.publiceye.ch/fileadmin/files/documents/Syngenta/Poisoned-and-Silenced.pdf)
- 351 Earthtime Inc. (2008). "Environmental and Social Impact Assessment for Salala Rubber Company", p. 188ff
- 352 A concern also mentioned in an audit letter from EPA to SRC, 2016/09/06
- 353 Earthtime Inc. (2008). "Environmental and Social Impact Assessment for Salala Rubber Company", p. 118
- 354 LAC provided the certificate from the Ministry of Agriculture for compliance in agrochemical handling, application and storage for 2018.
- 355 Response of Socfin to *Bread for all*, November 2018
- 356 Communication with EPA Executive Director, 2018/08/21
- 357 PAN Pesticide Action Network (2018). "PAN International List of highly hazardous pesticides, March 2018"; [pan-international.org/wp-content/uploads/PAN\\_HHP\\_List.pdf](http://pan-international.org/wp-content/uploads/PAN_HHP_List.pdf)
- 358 Interviews in villages affected by the LAC plantation, 2018/01
- 359 Henderson, A. M.; Gervais, J. A.; Luukinen, B.; Buhl, K.; Stone, D. (2010). "Glyphosate General Fact Sheet", National Pesticide Information Center, Oregon State University Extension Services; [npic.orst.edu/factsheets/glyphogen.html](http://npic.orst.edu/factsheets/glyphogen.html)
- Jervais, G.; Luukinen, B.; Buhl, K.; Stone, D. (2008). "2,4-D General Fact Sheet", National Pesticide Information Center, Oregon State University Extension Services; [npic.orst.edu/factsheets/24Dgen.html](http://npic.orst.edu/factsheets/24Dgen.html)
- Public eye, Pesticide Action Network UK and Asia Pacific (2017). "Adverse health effects caused by Paraquat – A bibliography of documented evidence"; [www.publiceye.ch/fileadmin/files/documents/Syngenta/Paraquat/PE\\_Paraquat\\_2-17\\_def.pdf](http://www.publiceye.ch/fileadmin/files/documents/Syngenta/Paraquat/PE_Paraquat_2-17_def.pdf)
- 360 Interviews in the respective towns, 2018/01
- 361 Interviews in the respective towns, 2018/01
- 362 Interviews in the respective towns, 2018/01
- 363 Interview in Gbanfein 2018/01
- 364 Interviews in the respective towns, 2018/01
- 365 Interviews in the respective towns, 2018/01
- 366 Interviews in Jorkporlorsue, 2018/01
- 367 According to the UN Guiding Principles, a business relationship includes relationships with "entities in its value chain, and any other ... entity directly linked to its business operations, products or services" (see section 2.2). Clearly, this applies here.
- 368 IFC PS 4, Art. 12
- 369 IFC (2017). "Good practice Handbook – Use of Security Forces: Assessing and Managing Risks and Impacts"; [www.ifc.org/wps/wcm/connect/ab19adc0-290e-4930-966f-22c119d95cda/p\\_handbook\\_SecurityForces\\_2017.pdf?MOD=AJPERES](http://www.ifc.org/wps/wcm/connect/ab19adc0-290e-4930-966f-22c119d95cda/p_handbook_SecurityForces_2017.pdf?MOD=AJPERES), p.4
- 370 See Bulletin 236 of the World Rainforest Movement (2018); [https://wrm.org.uy/wp-content/uploads/2018/03/Bolet%C3%ADn-236\\_ENG.pdf](https://wrm.org.uy/wp-content/uploads/2018/03/Bolet%C3%ADn-236_ENG.pdf), particularly the article about Liberia
- 371 All quotes come from interviews with women on the plantations. Due to the extremely sensitive nature of the matter, neither the plantation nor the village names or the time of interviews can be revealed.
- 372 Human Rights Council (2015). "National report submitted in accordance with paragraph 5 of the annex to Human Rights Council resolution 16/21, Liberia", p. 11
- Additionally, see Independent National Commission on Human Rights Liberia (2018). "Human Rights Situation Report 2017", p.31
- 373 U.S. Department of State (2017). "Liberia 2017 Human Rights Report", p. 21
- 374 Human Rights Council (2015). "National report submitted in accordance with paragraph 5 of the annex to Human Rights Council resolution 16/21, Liberia", p. 11
- 375 U.S. Department of State (2017). "Liberia 2017 Human Rights Report", p.19
- 376 IFC (2017), p.8ff; based on IFC PS 4
- 377 Letter from the city solicitor of Kakata City, 2018/11/22; Letter from the Baypolu Magisterial Court to *Bread for all*, 2018/11/22. Please note that both of these letters were written shortly after *Bread for all* sent the preliminary summary of the findings to the companies in this report for comment. No parts of the report had been published at that time.
- 378 If not noted otherwise, the story of Daokai has the following sources: Interview in Gleegbar, 2017/05; in Daokai 2017/04 and 2018/01.
- David, Alloycious (2013). "Police, SRC Security Raid Margibi Village", *The New Dawn* 2013/11/1; <https://allafrica.com/stories/201311010216.html>
- 379 In order to distinguish rubber grown by the communities from rubber grown by the companies, the companies add a so-called "trademark" to its rubber. This is a bluish or reddish color that makes it easily recognizable.
- 380 Interview in Gleegbar, 2017/05; in Daokai 2017/04 and 2018/01.
- 381 Letter from the Baypolu Magisterial Court to *Bread for all*, 2018/11/22. Please note that this letter was written shortly after *Bread for all* sent the preliminary summary of the findings of this report to the companies for comment. No parts of the report had been published at that time.
- 382 U.S. Department of State (2017). "Liberia 2017 Human Rights Report", p. 8
- 383 See homepage of Federal Department of Foreign Affairs of Switzerland ([www.eda.admin.ch/eda/en/home/foreign-policy/human-rights/human-rights-policy/business-human-rights/voluntary-principles.html](http://www.eda.admin.ch/eda/en/home/foreign-policy/human-rights/human-rights-policy/business-human-rights/voluntary-principles.html)) or IFC (2017) referring to these guidelines.
- 384 Voluntary Principles Initiative (2000). "Voluntary Principles on Security and Human Rights"; [www.voluntaryprinciples.org/wp-content/uploads/2013/03/voluntary\\_principles\\_english.pdf](http://www.voluntaryprinciples.org/wp-content/uploads/2013/03/voluntary_principles_english.pdf)
- 385 IFC PS 4 (Art. 12) and IFC (2017), p.11

- 386 Both should be no surprise for a company and are specifically mentioned by IFC (2017, p.11) as potential threats to communities by company security.
- 387 Interview in Daokai, 2018/10
- 388 Interviews in Wonwudu, 2018/01
- 389 Interview in Gleegbar, 2017/05
- 390 Interview in Jorkporlorsue, 2018/01
- 391 Interviews in the respective towns, 2018/01
- 392 IFC (2017), p. 8ff, based on IFC PS 4 (Art. 12) and IFC PS 1
- 393 Socfin (2018). "Socfin Sustainability Report 2017"
- 394 Socfin (2018). "Socfin Sustainability Report 2017", p. 8
- 395 United Nations (1998). "Declaration on Human Rights Defenders"; [www.ohchr.org/en/issues/srhdefenders/pages/declaration.aspx](http://www.ohchr.org/en/issues/srhdefenders/pages/declaration.aspx)
- 396 This is based on interviews in several places and days, mostly on 2018/01
- 397 Letter of SRC to the superintendent of Margibi county, 2014/05/20
- 398 Letter of Counsel of activist to judge, 2015/03/03
- 399 See also David, Alloycious (2015). "Liberia: Police 'Brutality' at SRC", *The News* 2015/01/09; <https://allafrica.com/stories/201501091510.html>  
David, Alloycious (2015). "Intimidation, harassment at SRC", *The News* 2015/03/5; <https://allafrica.com/stories/201503050959.html>
- 400 Letter by SRC to the woman to terminate employment, 2015/05/29
- 401 The letter does not mention the specific names of the human rights defenders, but refers to them as "the same group of local residents from towns and villages within and around its rubber plantation who stopped normal operation at its rubber plantation for two full days, accompanied by arson attacks, in March 2014".
- 402 Letter of SRC to the superintendent of Margibi county, 2014/05/20
- 403 Letter from the City Solicitor of Kakata City, 2018/11/22; Letter from the Baypolu Magisterial Court to *Bread for all*, 2018/11/22. Please note that both of these letters were written shortly after *Bread for all* sent preliminary summary of the findings of this report to the companies for comment. No parts of the report had been published at that time.
- 404 U.S. Department of State (2017). "Liberia 2017 Human Rights Report", p. 8  
Additionally, see Independent National Commission on Human Rights Liberia (2018). "Human Rights Situation Report 2017", p. 16
- 405 IFC (2017), p.11
- 406 Socfin (2018). "Socfin sustainability report 2017", p. 67
- 407 It is important to clarify these terms. Socfin's term "contractor" includes both contractor heads as well as contract workers. People from the communities separate these terms, however. They distinguish between "contractor heads," who get the contracts from the companies, and the "contractors [contract workers]" hired by them. This distinction is necessary. The authors applied this terminology to information from LAC and SRC as well as the interviewed community people.
- 408 Interview in Ceezon, 2018/01
- 409 Interview in Wonwudu and Ceezon, 2018/01; interview in Zondo, 2018/01
- 410 Interview in Gbanfein, 2017/04
- 411 The Liberia Decent Work Act of 2015 defines the minimum wage for the formal sector as 5.50 USD per day (Art. 16.1A). Most wages are just above that according to interviews.
- "Decent Work Act" (2015); [www.ilo.org/dyn/natlex/natlex4.detail?p\\_lang=en&p\\_isn=100329&p\\_country=LBR&p\\_count=53](http://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=en&p_isn=100329&p_country=LBR&p_count=53)
- 412 David, Alloycious (2018). "Salala Rubber Company Closes Operations", in *Daily Observer*, 2018/11/21
- 413 Interview in Wonwudu, 2018/01
- 414 Conversation in Gorbor, 2018/01
- 415 IFC Performance Standard 2, Objectives
- 416 Socfin (2018). "Socfin Sustainability Report 2017"
- 417 Email response of LAC general manager, 2018/08/20
- 418 Email response of LAC general manager, 2018/08/20
- 419 Campbell, Janjay F. (2014). "SRC Contractors complain about maltreatment", *The Inquirer* 2014/12/30; <https://allafrica.com/stories/201412301297.html>  
Tamba, Gloria (2014). "SRC staff complain of poor living conditions", *Daily Observer*, 2014/12/31
- 420 David, Alloycious (2018). "Salala Rubber Company Closes Operations", in *Daily Observer*, 2018/11/21
- 421 Conversations with affected workers in 2017/04 and 2017/05. Letters from the National Social Security & Welfare Corporation to the affected workers, 2016; Letters from affected workers to LAC and government officials  
*FrontPage Africa Newspaper* (2015). "Liberia: 'Reckless Disregard' in LAC Explosion, Deaths to Employees"; <https://allafrica.com/stories/201504101018.html>  
*The News Newspaper*, "Liberia: LAC Fined U.S.\$100,000", 13 April 2015; <https://allafrica.com/stories/201504132677.html>
- 422 Socfin (2018). "Socfin Sustainability report 2017", p.45
- 423 Natural Resources Development Corporation. "Environmental Audit Report for Liberian Agricultural Company", 2017/05/31, p.18 and 21
- 424 These are only approximate figures from different UN-related sources to give a picture of the situation.  
UNICEF statistics: [www.unicef.org/infobycountry/liberia\\_statistics.html](http://www.unicef.org/infobycountry/liberia_statistics.html)  
Education policy and data center, based mainly on UNESCO data: [www.epdc.org/sites/default/files/documents/EPDC%20NEP\\_Liberia.pdf](http://www.epdc.org/sites/default/files/documents/EPDC%20NEP_Liberia.pdf)
- 425 Interview in Ceezon, 2017/04
- 426 Paczynska (2016), p.15
- 427 SRC and LAC responsible management key figures of 2017, provided to *Bread for all* in November 2018
- 428 The Socfin sustainability report of 2016 says that "plantation schools are open to children of employees, temporary workers, contractors [contract workers] and surrounding communities; in so far infrastructure allows it."  
Socfin (2017). "Socfin Sustainability Report 2016", p.32
- 429 Interviews in the respective towns, 2017/05
- 430 Socfin (2017). "Socfin Sustainability Report 2016"
- 431 Confirmed by general manager of LAC in email (2018/08/20), who argued that LAC's primary commitment of free education is to its employees.
- 432 Interviews in the respective towns, 2018/01
- 433 Interviews in Ceezon, 2018/01
- 434 LAC receipt of 50 USD school fee for two children, 2014/08/12. Despite this receipt being old, a local activist confirmed that 12.50 USD, still the demand of the communities, has not been realized.

<sup>435</sup> Interviews in Ceezon, 2018/01

<sup>436</sup> Interviews in Gbanfein and Monrovia, 2018/01

<sup>437</sup> Interview in Kuwah, 2018/01  
The News (2016). "Kuwah-ta Citizens Appeal for drinking water",  
The News, 2016/06/03

<sup>438</sup> Letter by town chief to District Education Officer of Salala District,  
2016/06/29

<sup>439</sup> Socfin (2017). "Socfin Sustainability Report 2016"

<sup>440</sup> United Nations (1976). "International Covenant on Economic, So-  
cial and Cultural Rights", Art.13