Supplementary Testimonial Evidence to Support the RSPO Complaint by Liberian Communities Affected by Land Clearance and Planting by Golden Veroleum

Data collected in November 2012

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Summary

The following testimonies were taken from community representatives from four districts in Sinoe County, namely Numopoh, Butaw, Juarzon and Kpanyan Districts, and relate to the palm oil concession operation of Golden Veroleum. These testimonies are intended to illustrate and supplement the Forest Peoples Programme (FPP) document entitled ‘Summary of Evidence to Support RSPO Complaint by Liberian Communities Affected by Land Clearance and Planting by Golden Veroleum’. They support the finding that there is at least prima facie evidence that Golden Veroleum operations to date are not compliant with the RSPO’s Principles and Criteria. The testimonies were taken in person in November 2012 in Liberia by Tom Lomax, a lawyer in the FPP’s Legal & Human Rights Programme (LHRP).

Although FPP has a full record of the names of those individuals giving this testimonial evidence, FPP has agreed not to disclose this information to third parties without the individuals’ prior agreement. This has been agreed in light of reports from civil society that named signatories and those involved in the RSPO complaint have been contacted directly by Golden Veroleum, and in the context of reports of intimidation from local government officials. FPP is unable at present to confirm these reports independently, however it is taking this precautionary approach to avoid any risk of intimidation or coercion from either government or company representatives.

a. Testimony from Numopoh District community representative (Deedo Town)

1. Three meetings have taken place between the company and communities to date. The first meeting was last year (2011), and the second and third meetings took place this year (2012).

2. At the first meeting, Romeo Quroh – himself from Numopoh District [ex-Environmental Protection Agency Director, now County Development Superintendent which comes under the office of the Ministry of Internal Affairs] – introduced the company to the Numopoh citizens. He said that there is a company here to operate in Numopoh. The community embraced this. Golden Veroleum (GVL) introduced the management, saying they would be working on palm. The community was not asked if they agreed or not.

3. At the second meeting, GVL came back and showed a video showing what houses, schools and clinics they would build, and what they would look like. When the community saw the video, they agreed. However GVL never said that the community would be losing their land and farms.

4. The community noticed that representatives from ‘Green Coms’ [GVL’s impact assessment consultants] were doing testing of the soil. When community members asked what they were doing, they said they were looking for a nursery site. Jonnie’s Town was selected for the nursery site. GVL called a meeting, and said they needed 10 people to start work on the nursery site.
They said they were only developing a nursery site in Numopoh. They did not mention anything else.

5. Subsequently, the community saw GVL employees cutting trees and sawing planks on the nursery site from timber cut from their community forest (which they believe to be primary forest). This was being used to make plank houses. The community has a forest management institution to protect the community forest there. It is well known that anyone doing sawing should consult the community first and give them a benefit. The community asked the company manager (Manneh) why they were sawing planks. He said the land had been given to them by the government including the forest, so the community should talk to the legislators if they had questions.

6. After that the community channelled a grievance. They called the Acting District Commissioner, and he asked why they should trouble him and said that there was a social agreement signed between the GVL management and the community, so why should they challenge him? The community were vexed and troubled, because they did not know how the social agreement had been agreed. The Acting District Commissioner let the community see it. The community chiefs and leaders were the signatories as well as the District Commissioner proper. The community did not know about this social agreement. The chiefs denied that they had signed the social agreement, and wrote to the District Commissioner saying their signatures had been falsified. After this, the acting District Commissioner (Alfred Jarowoo) wrote to the company management and the local authority, saying that the social agreement had not been participatory.

7. Diaspora citizens in the United States and in Monrovia also wrote a communication to the acting District Commissioner about why he had sold the land to GVL. He sent a letter of denial. Community family members in Monrovia asked him to come to answer questions about the land. They asked if there was a social agreement and he said no. Jointly the citizens in Monrovia wrote to the GVL management and said that there should be roundtable discussions with the community. There was no response from the company.

8. The Paramount Chief (Jackson Quiah, of Klanendia chiefdom), called a mass meeting. A day before the meeting, Romeo Quro called the paramount chief, and sent a car, and asked him who had given him the authority to call the meeting. He said that he is blessed because his town could have been burned to ashes, because Chief did not have the authority to call a meeting.

9. When Romeo Quro found out that the community member giving this testimonial was advocating for his citizens, Romeo Quro approached his employer and sought to have the individual’s name deleted from the pay roll. It did not happen as the employer refused the request.

10. The community had also written to the Forestry Development Authority (FDA), asking about the community forests, which were certificated with management plans, and in which there were nine pieces of forest. One was demarcated with 7,267 ha, bordering Sapo. FDA sent people to visit the
community during the week commencing the 12 November 2012 (or thereabouts) to visit the community, to enquire whether the community forests were being affected and included in the operations of GVL. The community confirmed that they were. The FDA asked what the community wanted FDA to do, and the communities proposed that the FDA would come and help the communities to survey the other eight forests, so that they cannot be touched by GVL either.

11. GVL called a meeting this year in or around June 2012 (the 3rd meeting with GVL), inviting chiefs and citizens from the whole district and brought a map of the towns and villages that would be affected. This showed that 90% of the towns and villages in the Numopoh District would be affected, including the community forests established by the communities with the support of ARD (Associates for Rural Development), LRCFP (Land Right Community Forestry Programme – a USAid project). The community asked GVL whether they had the agreement of the towns and villages for this land. The company referred the community to the County Superintendent and their legislators. The community did not know how the company had got the map. Not everybody was there from the District, only two towns, lots of towns were not there – the ones further away. The community had only been told the day before that the meeting was taking place, or maybe not even that. The company did not even give the community a copy of the map showing which towns and villages would be affected. Nobody had a copy. GVL said they needed 15,000ha in Numopoh. The community asked why are they asking for 15,000ha from the community, when the community do not even know the total area of Numopoh themselves. The community therefore wanted to know from the company how many hectares of land there were in Numopoh District. The company’s need for 15,000ha was seen as a threat to the livelihoods, forests and farmland of the community.

12. After this the community saw demarcation/boundary lines of the cemeteries of the towns and villages. Some communities refused the company to enter, on the basis that there was no agreement signed between the citizens and the company. They refused because the futures of their unborn children were in danger. Deedo Town refused for example. Tanyon Town also refused. The company is now clearing near the nursery site in Jonnie’s Town.

13. GVL should come to a roundtable with the community people, to come up with a demarcation between the company and the citizens, so that community can maintain their land and livelihood and that their forests be protected.

14. The main objective of the community is that GVL sit down with people and come to an understanding on the land to be given to the company; what land would be for the community and what would be for company, and what would be the development. The community have never seen the concession contract, and never knew about it or what it said. If the community allows the company to operate, the community should be the one to make the decision.
b. **Testimony from Butaw District community representative (Snohgbay Town)**

1. The community asked the local authority to be given the concession agreement, but the local authority refused. The community had no information. They were told that GVL were only there to do a nursery site. This was accepted. After this, GVL said they wanted a parcel of land to plant the palm. They called a citizens meeting. This was all out of ignorance on behalf of the communities. They discussed the issue of jobs at this meeting.

2. Golden Veroleum were forced on us. The authorities told us that the company were coming to operate. There was a big meeting – the authorities said GVL would operate on community land and the community will benefit. So people were happy.

3. Community concerns about GVL include damaging the rivers and the creaks, and breaking down the abandoned houses, even though the surrounding farmlands were still being used, and destroying trees, cassava farm and grave sites. Some communities complained. The local authority said that the land is already given by the government to the company, so people accepted the compensation forcibly. Some did not agree, but because of fear, they accepted forcibly.

c. **Testimony from Juarzon District community representative**

1. The community have heard rumours that GVL plan to plant palm on their land. Knew this from rumours. They did not see the contract until a civil society organisation gave them copies. This helped them to know their position if the company come.

2. At the present time a Golden Veroleum Public Relations Officer (PRO) has been to the town, and gave some information that GVL plan to start plantation here. Many people agreed to this, but before GVL do come, they would want to know the policy and for there to be a social agreement before the action takes place.

3. The community committee was organised and had a meeting (after the visit from the GVL PRO) to explain to citizens the good and the bad of the company. By reading the contract to them, their awareness was raised, and the community committee told the community to take more time to think about it before coming to a round table. The GVL PRO said he would be back for a round table conversation later, and that he was going to talk the management and would bring the feedback.
d. Testimony from Kpanyan District community representative

Community member from Kabada Town

1. District Commissioner (Konwroleh Wesseh) called a development meeting for a meeting with the two Clans, and the community were asked if they would give land to Golden Veroleum. Kabada Town said no, because their land is very limited, because they have a community forest (with the help of an ARD project), so what little is left is the for family and they have a deed for their land. That was the end of it.

Community member from Duwollenyannue Township

1. The community had no information on the contract. No one came and the community were never asked for their permission. GVL started clearing land without consent.

2. The community sent a letter to the company and went to them in the plantation and met with GVL staff. The community asked GVL how they could start the plantation without asking the community. The community had an ownership act, for creation of the township, and the map of the county. The company looked at the map and the act, and said yes, the place is yours, we have had wrong information. So the community said that as the company had already started, what the community wanted is for the company to come for a roundtable talk, to demarcate where they would stop.

3. GVL suggested said that the community go to the District Commissioner (Konwroleh Wesseh) before GVL do anything. Konwroleh Wesseh took the community to the Superintendent to whom they had made their complaint. The Superintendent sent them to the Development Superintendent to investigate this. It is believed that it was the Development Superintendent that had originally made the ownership act, establishing ownership of the community land. The Development Superintendent called GVL to come, and they sat down to talk about the matter and the community presented their act to the Development Superintendent. However GVL did not come to the meeting so there was no resolution. As a result, the situation is yet to be resolved. However in the meantime, GVL are still clearing, even though this issue is pending. The community feel powerless to stop the clearing as they feel there is a “big hand” behind the company’s actions (i.e. County Development Superintendent Romeo Quroh).
Conclusions

The above testimonies give evidence of RSPO compliance problems in the following respects in relation to the respective communities’ experiences of Golden Veroleum’s oil palm concession development:

➢ **Information sharing:** The communities have not been provided with appropriate information by the company or adequate time to consider this through a structured negotiation process. Much of the information communities have had is only from rumour or by virtue of information passed on to them by civil society organisations. Communities were not even given a copy of the concession contract (even when expressly requested from the company) and have not been made aware of its contents by the company. The communities have not been given information on the likely impacts on communities, especially on the loss of land, farms and forests. The information given by the company was more consistent with ‘propaganda’ – promises of jobs, videos showing houses, schools and clinics that would be built etc. This was not a full, fair and objective account of all relevant information on both the costs and the benefits. The company has not disclosed other documentary information, including maps of areas that the company plans to develop. Neither were such maps developed with the full agreement and participation of the community. Communities also do not have even the basic facts about customary land areas with which to make informed decisions about how much they can realistically spare with the company.

➢ **Impact/high conservation assessment:** Related to information sharing is the fact that communities do not appear to have been provided with copies of the findings of EIAs and HCV assessments (if they have taken place), much less have they participated in these or the planning for these. They are thus deprived of any information about the likely impacts of the developments and so unable to make an informed choice of whether or not to accept Golden Veroleum’s plans.

➢ **Consent:** The Golden Veroleum development has been presented as a development that was going to happen, on land and forests given to the company by the government, and was in this way forced on the community and not subject to their free, prior and informed consent. Compensation was accepted but only on the basis that there was no choice in the matter. The development was not presented as a choice that they could decide to agree or refuse in part or in whole. The communities want the company to participate in roundtables with the communities before identifying and demarcating land and starting clearing work, to discuss whether and if so where land could be used by the company, in order to protect community farms, forests and livelihoods.

➢ **Initial activities and developments** took place without adequate community notification, agreement and adequate knowledge and have been destructive of areas that are part of the community customary estate and areas necessary to meeting community needs. This includes activities such soil testing, aerial surveying, concession area location planning and mapping; damage to rivers and creeks; clearing farms that were being used and destroying adjacent abandoned houses; destroying trees, cassava farms and grave sites.
- **Forest resources have been used without community permission** including timber cut from community forests established under the forest legislation, and with the help of other support agencies under the auspices of the FDA, and considered by communities to be high conservation value forests.

- **Irregularities in the development of social agreements** that were not agreed and concluded with the knowledge or full participation of the community, including allegations of social agreements being falsely attributed to certain chiefs and leaders.

- **Communication by the company** has been limited to only a few meetings, and direct requests to the company for copies of the concession agreement have been referred on to local authorities, without disclosing the information directly. There has been a lack of adequate advance notice of meetings taking place with the company, leading to minimal or localised participation. In addition, there has been no process through which the communities have been able to choose who should represent them in dealings with the company.

- **Grievances have been inadequately addressed**, if at all, by both the company and the local authorities. A written request for a meeting with the company has gone unanswered, and the company has failed to attend an arranged meeting despite being invited by the local authority. Complaints and concerns by communities have therefore not been adequately addressed, and there appears not to be an adequate grievance mechanism to resolve such disputes.

- **Intimidating and threatening behaviour** by local government officials, including attempts to have one individual removed from their employer’s payroll. This is not attributed to the company, but is indicative of the context in which the company is operating, which in turn needs adequate mitigation steps by the company to address these government failings.

- **Respect for formal deeded rights but undesded customary rights**: The company and/or government has taken a different approach to the issue of consent in the context of the community which had a deed documenting their ownership of their land. In the case of the community with an ‘act’ establishing the town, although the company said the land was the community’s and the company had made a mistake, they have not halted clearing work pending the outcome of the grievance by the community. The community feel powerless to stop clearing pending resolution of the dispute, due to strength of local and national government support for the project. The same approach and respect shown in respect of the community with a documented land deed needs to be extended to those without deeds, or only customary undocumented tenure, but this does not currently appear to be the case.

- **Lack of participatory mapping**: There appears not to have been any participatory mapping to ascertain the extent of customary lands (whether deeded or undesded). If done correctly at an early enough stage, this would have done much to prevent a number of the conflict areas listed above, e.g. destruction of established community forests and farmland relied on by communities, as well as questions relating to documentation on land ownership or the lack of it.