



VOLUME II: THE LANDSAFE CUSTOMARY COMMONS



CHAPTER 6:
THE LANDSAFE INTEGRATED CONSERVATION AND DEVELOPMENT MODEL

ACRONYMS

CA	Customary Authority
CATFCA	Central African Transfrontier Conservation Area
CBO	Community-Based Organisation
CBWM	Community-Based Wildlife Management
CC	Customary Community
CONASA	Community-Based Natural Resource Management and Sustainable Agriculture
CRB	Community Resources Board
DC	District Commissioner
FD	Forestry Department
FMA	Fisheries Management Area
FMC	Fisheries Management Committee
GMA	Game Management Area
GRZ	Government of Zambia
HURID	Institute of Human Rights, Intellectual Property and Development Trust
ICDP	Integrated Conservation and Development Projects
JFM	Joint Forestry Management
JFMA	Joint Forest Management Area
MMD	Movement for Multi-Party Democracy
MoU	Memorandum of Understanding
MTENR	Ministry of Tourism, Environment and Natural Resources
NBSAP	National Biodiversity Strategy and Action Plan
NCC	National Constitutional Conference
NGO	Non-Governmental Organisation
NP	National Park
NRCF	Natural Resources Consultative Forum of Zambia
OP	Office of the President
PPP	Public-Private Partnership
PWE	Private Wildlife Estate
REMNPAS	Reclassification and Effective Management of the National Protected Areas System
TCA	Tourism Concession Agreement
UN	United Nations
USAID	United States Aid
ZAWA	Zambia Wildlife Authority

1 THE EVOLUTION OF LANDSAFE

The author's concept for ushering in investment into chiefdoms with significant populations of wildlife was originally conceived as a structure based on the traditional three-legged African stool - in Bemba, named *Chipuna* – a stool carved from a single piece of wood, providing strength, stability and comfort, and impervious to attack (termites), its three legs made up of the chief and his people, the District Council, and the Community Resource Board, the latter empowered under the Wildlife Act of 1998.

1.1 The Chipuna Investment Model for Chiefdoms (Appendix 1)

In developing the idea for a suitable institutional structure the author realised that it would have to be registered as a society or as a non-profit trust company having as its trustees the sitting chief, an investor, and representatives of the main partner NGO, the CRB, the District Council in which the Chipuna would be conducted, and other key stakeholders. The rationale for this was self-evident with many of the chiefdoms being rich in wildlife, yet being plundered. These areas have not been developed, and the opportunities for raising living standards are few in a place where villages are scattered and lie far from markets. Moreover, the Zambian government has had neither the money nor the capacity to deliver development, and donor support has merely provided a crutch.¹³⁰

Thus, the way forward was to encourage investment in these areas, but investment that came in as a partner of communities, that would support the traditional structures and that would not alienate the land. Furthermore, a Chipuna could make use of the current wildlife and land laws – apart from customary rights to the land - as well as the Forest Act of 1999 and the National Biodiversity Strategy and Action Plan (NBSAP), to lay the groundwork for future development.

The Customary Authority was clearly the key as the senior partner of the conservancy development, with responsible for ensuring that secure access and use of the land was possible, and that the customary residents were partners with investors in the process. In wildlife areas, the CRB was essential to gaining rights to wildlife and to those parts of customary land designated GMA, as well as for deploying and managing Village Scouts, protectors of the very resource that was to be sustainably utilised.

Further then, the main investor/manager was essential to provide the seed money to start the project, and to recruit additional investors. For this to happen there had to be an incentive to do so, as well as the necessary protection and security of tenure for the investors. The main investor/manager would also have the crucial role of managing a large chiefdom, one containing scattered villages, and possibly endangered species and valuable forest and water resources. This would be holistic development requiring experience in wildlife management, biodiversity protection, tourism development, artisanal and commercial agriculture, forest exploitation, community development, small business development and so on. In addition, the services of an NGO would be necessary to act as an umpire between managers and investors, the customary authority, the Community Based Organisations (CBOs) and Government. They would assist the scheme to grow, and lay the groundwork for long-term sustainability. Crucially, they would be empowered to carry out community development, drawing on money built up and secured in a development trust fund.

It was envisaged that all of this would create a business partnership between the chiefdom and an investor, expressed in the form of a trust company in which the chiefdom, the investor/manager, NGOs, CBOs and the District Councils are subscribers, with the 'use and occupation of the land' being placed in the hands of the trust company.

¹³⁰ This point is included in Appendix 1 – the document handed to the chiefs.

1.2 The Chipuna Partners (Appendix 2)

It was apparent that there should be an NGO that understood the local conditions and the history of Public-Private Partnerships (PPPs). ProjectsAfrica, an online facility for conservation investment introduced by the author at the World Summit, had been established for this purpose. It was, however, necessary to have a local NGO, thus the Norman Carr Foundation was established in 2002 at the request of the eldest daughter of Carr (Judy) and the eldest son of Barry Shenton (Rolf) (Norman Carr and Barry Shenton had run the early ICDP projects in Nsefu in 1949), with the founding President of Zambia, Kenneth Kaunda, as its Patron¹³¹. Its mission was to support ZAWA in assisting the CRBs, in encouraging PPPs for protected areas and for empowering customary people by lobbying for a return of their customary rights to wildlife. Initial funding was received from Gamefields Limited, an international company formed by the author and Khalid Al Tajir, and dedicated to integrated conservation and development work, with branches established in Zambia and Tanzania. The mission of the Foundation was as an integral part of an investor and NGO partnership with the customary authorities in the development of land under customary tenure, but with a major role in providing leadership and direction in the sustainable management of Zambian wildlife resources. To guide future activities a simple Chipuna roadmap was produced (Appendix 3).

Because of the rather restrictive language and its limitations as a purely investor driven model, the Chipuna was later renamed the Landsafe model, whereby a community institution is formed in which the chief and his headmen vest land (and the responsibility for its management) according to an agreed participatory landuse plan. This institution then enters into a series of co-management agreements with Government, capturing the management rights to protected land, wildlife, fish, forestry and water and, inevitably, some rights to its minerals as well, all of this leading steadily towards a form of devolution which would provide for Zambia a canton-type structure of semi-autonomous chiefdom commons embraced within a federal state, lending it stability and cultural, economic and ecological integrity.

2 LANDSAFE

What separates Landsafe from other models and plans is that it considers the customary commons (and the associated protected areas once part of it) to be sacrosanct. It will not alienate land on leasehold to investors or to the customary authority or to chiefdom residents, and it is unequivocal in its support for the re-instatement of customary ownership rights to wildlife and all renewable resources being supported on customary land, but, critically, stressing its co-management with Government.

2.1 The Focused Objectives

- i) To safeguard customary land and its associated protected areas.
- ii) To strengthen the traditional authority and encourage the democratic structures.
- iii) To conserve the wildlife and natural resources for the benefit of the chiefdoms.
- iv) To provide a land and business management plan for the appropriate development of chiefdoms, one that fully respects the ecology and the traditional, cultural and religious norms.
- v) To facilitate chiefdom institutions that may enter into co-management agreements with Government over land and renewable natural resources, in conformity with the prescriptions of the Fisheries Act Chapter 200 of the Laws of Zambia of 1974 and the Fisheries (Amended) Act of 2007, The Forestry Act No. 39 of 1973, Forestry Policy of 1998, the Forestry Act No. 7 of 1999, the Local Forests (Control and Management) Regulations, Statutory Instrument No. 47 of 2006, the

¹³¹ Kaunda had formerly been the Patron of the Wildlife Conservation Trust, established by the author, his son - Panji Kaunda, and Norman Carr.

Lands Act Chapter 184 of the Laws of Zambia of 1995, the Water Act Chapter 198 of the Laws of Zambia of 1948 and the Zambia Wildlife Act No. 12 of 1998.

- vi) To provide the necessary incentives for both investors and the chiefdoms to enter in to mutually beneficial partnerships and investments.
- vii) To identify, propose and facilitate small businesses able to harvest natural resources.
- viii) To establish a development trust fund and the implementation of development projects required by the customary community .
- ix) To foster education in the chiefdom’s history, culture and religion, and in its ecology.
- x) To re-instate the traditional system of nature guardians.
- xi) To foster conservation agriculture, health and education.

2.2 The Expected General Outcomes

- i) The creation of community Trusts in which land may be vested and safeguarded.
- ii) The production of a chiefdom landuse plan.
- iii) Where appropriate, the conversion of part of the unutilised Open Areas into community game ranches or conservancies and assigned under law of contract to investors.
- iv) The conversion of these same ranches into a single game conservancy .
- v) The vesting of GMAs into these Trusts and their assignment to a limited liability company – to be used as an exclusive wildlands tourism area.
- vi) Where feasible, the creation of transfrontier conservation areas.
- vii) The creation of a critical mass of appropriate development projects for the socio-ecological well-being of the two chiefdoms.
- viii) An investment trust fund account for the sustained investment in the chiefdoms established with a sound system of fiduciary management in place.
- ix) The establishment of co-management agreements between the Trusts and Government departments and ministries responsible for fisheries, forestry, wildlife and water, and as a result, the conservation of these resources for the benefit of the people.
- x) The two chiefdoms customary commons established and sustained over time.

2.3 The Expected Benefits

- i) The protection and conservation of customary land.
- ii) Avoidance of the forces of accumulation by dispossession and negative externalities in the form of poverty, pollution, despair and illness.
- iii) Inculcating a sense of ownership and responsibility in residents for the land and the natural resources being supported on it.
- iv) The provision of the necessary structures to attract responsible aid and investment.
- v) The re-imposition of pre-colonial guardians of nature, i.e. resource guilds and other indigenous forms of title.
- vi) Villagers to be shareholders in chiefdom funds.

2.4 The Expected Constraints

- i) Failure to protect and control the chiefdom trust funds.
- ii) The capture of these funds and development opportunities by the chief and a local elite of Big Men.
- iii) The destruction of an egalitarian society and the continued impoverishment of the villagers.

- iv) Failure to ring-fence the common's benefits so that an open-access regime continues in operation in one form or another.
- v) Failure of Government to lend impetus to decentralisation and devolution.
- vi) The unwillingness of Government to enter into co-management agreements and revenue sharing with the Trusts.
- vii) Failure of Government to adhere to hunting concession agreements and to make payments under these agreements to Community Resource Boards.
- viii) The gerrymandering of the membership of CBOs – critically, the Trusts – and the failure to hold proper, free and fair elections.
- ix) The unwillingness of chiefs to fully accede to a more democratic process, seeing it as a threat to their authority.
- x) The alienation of the land by chiefs, particularly when the chiefdom trust has entered into land user agreements for the same land with investors.
- xi) Heterogeneous chiefdom areas where residents are made up of an admixture of different people (particularly close to urban areas), would encounter greater difficulties than homogenous and far-flung rural groups.
- xii) The failure to allow for the full emergence of the traditional guardians of nature as a counterpoint to any over-modernisation of the commons.

2.5 Outputs and Activities to Implement Landsafe

OUTPUT 1: FORMALISATIONS

- Activity 1: Vesting of land in the Trusts and registration with the Registrar of Deeds.
- Activity 2: Trusts make application to ZAWA, through the CRB, for registration of appropriate land as community game ranches, with all the conditions and regulations implied. ZAWA inspects and surveys proposed areas.
- Activity 3: Trust signs co-management agreement with CRBs and ZAWA over the GMA section, which provides support to the CRBs.
- Activity 4: Trusts – with the assistance of the embryonic Landsafe Foundation – provide a management plan.
- Activity 5: Trusts sign a co-management agreement with the Forestry Department in respect of protected forest areas.
- Activity 6: Trusts sign a co-management agreement with the Department of Fisheries within the Ministry of Livestock and Fisheries; requiring the following:
 - Declaration of a Fisheries Management Area.
 - Election of a Fisheries Management Committee.
- Activity 7: Trusts sign a co-management agreement with Water Affairs Department.
- Activity 8: Trusts enter into assignment or lease agreements with investors, or take up joint ventures. Ideally these would be auctioned by the Trusts.

OUTPUT 2: THE COMMUNITY GAME RANCHES

- Activity 1: Conduct a rapid rural appraisal and sensitisation exercise.
- Activity 2: Survey of proposed reserves and agreement with Trusts and chiefs on boundaries.
- Activity 3: Record boundary co-ordinates and mapping.
- Activity 4: Compile baseline data on wildlife and forestry.
- Activity 5: Survey the riverine stretch as to suitable lodge and camp sites.
- Activity 6: Assess current poaching activities.
- Activity 7: EIA assessment of adjoining private game ranch fencing.
- Activity 8: Cost various options.

OUTPUT 3: GMAs

- Activity 1: Use village scout reports and other intelligence to assess the current state of wildlife, including threats and utilisation.
- Activity 2: Provide a wilderness use and protection plan.
- Activity 3: In addition to the Njinga reports provided by the Village Action Groups (VAGs), carry out a rapid rural appraisal.

OUTPUT 4: TRANSFRONTIER CONSERVANCY

- Activity 1: Initiate contacts with the neighbouring government and chiefs for the creation of a joint chiefdom TFCA .
- Activity 2: Establish the TFCA according to the Central African Transfrontier Conservation Area planning framework or to a similar framework elsewhere.
- Activity 3: Vest the necessary land for such a TFCA in the chiefdom Trust.
- Activity 4: Develop the TFCA.

OUTPUT 5: SOCIO-ECOLOGICAL DEVELOPMENT

- Activity 1: Provide a participatory/social landuse plan for the Trust.
- Activity 2: Provide capacity support to the Trust and appoint an executive officer.
- Activity 3: Provide capacity support to the CRBs on animal depredation reports (Appendix 2), wildlife protection, quota production and monitoring, accounts management, project development, etc.
- Activity 4: Implement villager landuse registration with the use of a GPS, and open a land registration books.
- Activity 5: Provide support to education by bolstering of teacher-assistants cum natural resource officers based in the Village Action Groups (VAGs).
- Activity 6: Support health clinics.
- Activity 7: Implement conservation farming.
- Activity 8: Implement honey production and aquaculture, and establish furniture co-operative.
- Activity 9: Encourage village-based tourism businesses.
- Activity 10: Implement some micro-credit schemes, particularly one serving women – but only if an EIA of the process encourages it

OUTPUT 6: BUSINESS PLANS AND MARKETING

- Activity 1: Produce business proposals for the respective Trusts for the game ranches and conservancies, the GMA and the TFCA.
- Activity 2: Produce project proposals and business plans.

3 TOWARDS INVESTOR/CHIEFDOM TRUSTS EQUITABLE FINANCIAL SOLUTIONS

3.1 Introduction

Theoretically, with customary land vested in customary area Trusts, and with co-management agreements entered into with Government in respect of forestry, fisheries, wildlife, and tourism - both consumptive and non-consumptive – the basis for a degree of semi-autonomy and the provision of development incentives should be in place. Environmental goods and services may therefore – according to a landuse plan which remains the intellectual property of the community - be leased out to suitable business partners. The income from these leases, placed within a secure Trust fund, will

then be drawn upon for development. However, without capacity support from investors and other interested parties, both within and outside of the customary community area, the theft of development funds would be inevitable. Thus, whilst there will be an income, this would also have to be balanced against the costs of delivering the Landsafe scheme for equitable socio-ecological development. However, in advancing Landsafe, it is necessary to learn from the current experience of other African countries who now experience land grabbing under suspect and inequitable contracts with agribusiness, investment funds and government agencies.

Together with applicable national and international law, contracts define the terms of an investment project, and the way risks, costs and benefits are distributed. Who has the authority to sign the contract and through what process greatly influences the extent to which people can have their voices heard. And the terms of the deals can have major and lasting repercussions for agriculture and food security in recipient countries. Yet very little is known about the exact terms of the land deals. Negotiations usually happen behind closed doors. Only rarely do local landholders have a say in those negotiations. Few contracts are publicly available...In relation to many of these issues, a number of the contracts reviewed appear not to be fit for purpose: some are short, unspecific documents that grant enforceable, long-term and largely transferable rights to extensive areas of land, and in some cases priority rights over water, in exchange for little public revenue and apparently vague and potentially unenforceable promises of investment and/or jobs. Also, a number of the deals are being negotiated in legal contexts where safeguards for local interests are weak, and some contracts do not properly address social and environmental issues. As a result, there is a substantial risk that local people internalise costs without adequately participating in benefits, and major environmental issues are not properly factored in (Cotula 2011, p. 1)

3.2 Landsafe Land Lease

Some of the variables to be taken into consideration when assessing land rentals in Zambia are:

- i) the size of the land;
- ii) the game stocks;
- iii) the carrying capacity and habitat; accessibility;
- iv) villager populations;
- v) habitat and wildlife impacts;
- vi) Open Area or GMA;
- vii) the length and security of lease;
- viii) fenced or unfenced;
- ix) the distance from tar roads and centres; and
- x) the agricultural capability.

Rental and lease payments, once agreed upon within an equitable contract with the necessary stabilization clauses, would be paid into the Trust fund – with a percentage to the chief to support his critical role - and used according to the customary community's development plan. Increasingly, the scarcity value of land, in particular that of 'primary nature', will attract great value.

Most land leases in Africa are for agricultural purposes (whereas Landsafe is wildlife and wildlands based), land rentals ranging from less than \$1/ha in Sudan, less than \$2/ha in Ethiopia (payment exempt for the first five years), \$5/ha in Liberia, \$13.80/ha in Cameroon – with the rates periodically adjusted for inflation. And where payment is made, it is to the host government with little going to the local villagers. In all of the cases non-payment of the land fee is a reason for contract termination. However Senegal and Mali charge no land rentals, and the low Sudan and Ethiopia payments suggest that what the host country wants to do is to attract investment in the form of capital and infrastructural

development (Cotula 2011, p. 23)

In Zambia prime agricultural and livestock land may obtain a rental of 5% of the land's value per annum, with land considered to increase by at least 3% per annum. However, in the case of land in the Three-rifts, which is non-agricultural and unsuitable for domestic stock, a rental amount of 1.5% - 3% (max.) would be reasonable, escalating annually (good agricultural land adds 3% or so of its value a year). The question of stabilization clauses however remains problematic.

Stabilisation clauses included in the contract should require that a process of dispute resolution takes place (as in the highly theoretical Hunting Concession Agreement between hunting operators and ZAWA) i.e. good faith negotiations, followed by mediation and then arbitration, failing which the investor will have redress in the courts, and failing that, access to the available international arbitration instruments to which Zambia is signatory. In the case of a contract entered into on customary land which has been passed as a game ranch by ZAWA the contract should prevail over 'any new law' which may affect project implementation 'and that no new law or measure will be applied to the project if it affects the rights of the parties in a way to cause direct or indirect prejudice to the project' (Cotula 2011 pp.38-39).

What is important is to work towards making direct and regular payments to villagers so that the connection between wildlife and natural resource conservation is indelibly imprinted and enforced. Ideally a subsistence amount of a dollar a day, in return for the villagers working for the maintenance of their land's integrity, would produce results. Given the scarcity of prime game land with striking physical attributes, Trusts should look to an auction system to obtain the highest land rents.

Financial management and security should be second only to the protection of the land from alienation - an investment system that would protect the principle but allow for the careful use of investment returns is vital. This system may not be suitable for Trusts established under the Lands (perpetual succession) Act as these exist at the discretion of the Minister, it perhaps being better suited to Trusts established under the Companies Act (limited by guarantee). However, it is important to explore the efficacy of all the statutory instruments available.

Land may either be leased from the Trust, or from a joint-venture initiated with the Trust for the land's development. Should the first option be chosen - once a reasonable lease amount is arrived at for a given piece of land, and subject to a landuse plan - this amount, projected for the period of the lease, would be discounted and paid by the investor into an investment trust fund, with the interest being paid to the Trust for its projects. This would have the dual effect of safeguarding the capital and ensuring investor security by way of an investment that has paid for the full tenure of the lease.

Phase I: Unfenced situation - For a unit of virgin game land of a reasonable size (and unsuitable for agriculture) leased out to investors, a lease amount of 1.5% - 3% of the land's value would be appropriate, escalating according to increasing land values or inflation.

Phase II: Fenced ranch in Open Area - This phase could consider a full 50-year customary lease paid up-front but discounted by 50%. For example: placing a value on a unit of virgin land for game ranching at \$1,000,000 would provide \$500,000 if paid over in a lump sum - some of it in cash but most of the sum invested securely at interest by a Community Trust. Additional to this would be the purchase of existing game stocks from the Trust (who would have received them free and gratis from ZAWA), local employment benefits and contributions to the development of the Trust, and infra-structural investment. Should four of these units be established (provided there is adequate unpopulated land available), real and sustainable income will follow. A GMA could be leased out as a wilderness area, remaining unfenced and bring in further income. All of this would far surpass the present dismal state of affairs where no development takes place at all, the CRB remains unpaid and dysfunctional, poaching is rampant, agriculture relies on antiquated techniques, the clinics ill-serve the people, schooling is rudimentary, etc.

In ensuring an economic and ecological equilibrium it is of considerable importance that an assignee covenants with the Trust for the following:

- i) To adhere to all existing laws.
- ii) To provide a liaison officer as the representative.
- iii) To adhere to a fire management and landuse plan with the Trust.
- iv) To allow any Trust official, chief or Government representatives of those departments responsible for wildlife, forestry, fisheries and water to inspect the property, with reasonable notice to be given of such intention.
- v) To actively patrol and safeguard the area with the mutual support of the Community Resource Board and its village scouts.
- vi) To employ persons in accordance with Zambian legislation.
- vii) To allow as far as possible (in compliance with the landuse plan and under the Trust permit) the continued operation by the customary community of communal access rights to natural resources on the leased property and the encouragement of traditional guardians of nature. This would include:

- Annual thatching harvest;
- Honey production concessionary rights;
- Seasonal medicinal plant harvest;
- An annual game harvesting quota for meat and traditional use;
- Community access to hydro power;
- Community access to religious and traditional heritage sites; and
- Any other rights normally accorded the residents of the chiefdom who have full access to those renewable resources not owned by the government. *Were this not enshrined and guaranteed, then the leasing of land should not be considered as it would merely be alienation by another name.*

3.3 Other Comparative Lease Costs in Zambia

3.3.1 An Operating Agribusiness

Currently, to lease an operating irrigation farm in the Choma district, 12% of annual turnover is required.

3.3.2 Concession Tourism Agreements (CTAs)

ZAWA are currently awarding tourism concessions in the Kafue National Park for an initial term and in consideration of a fixed charge, a variable payment per bed night per person and capital investment as follows. One lodge on a fifteen year concession basis, Rose of Sharon (24 bed/six month operation annually) pays the following:

Fixed annual charge (2010):	\$4,320
Variable charge:	\$25 per person per bed night inclusive of Park entry fees (\$10 for local tourists). The minimum variable charge is based on the bed occupancy in the first two years of operation, 15% in the third year, 20% in the fourth and subsequent years. Certain rebates are considered for occupancies above 55 per cent.
Capital investment	The concessionaire committed itself to a capital investment in fixed assets outlined in a business plan. In the case of permanent structures the concessionaire agrees to turn over to

ZAWA at the end of the initial term or at the termination of the agreement, all the structures erected by him.

ZAWA is generally asking for large payments in both operating and capital investment for its new Luangwa and Kafue leases which bear little relationship to investment returns (G Shaw 2008, personal communication.). Smaller operators, having signed leases at reasonable levels, suddenly find their lease amounts doubling.

3.3.3 *Hunting Concession Agreements*

These leases run to ten years and are not area based, but rather on whether they are classified as Prime, Secondary or Understocked areas. The charges are levied by ZAWA on the number of classical and mini hunts on offer, this being related to the ‘quota’. A safari company would therefore pay in the range of \$10,000 - \$100,000 concession fee per annum, with further payments for trophy fees. Fifty percent of all fees are in theory supposed to be shared with the CRBs.

4 THE FORMALISATION AND IMPLEMENTATION OF LANDSAFE

4.1 Statutory Institutional Structures for Natural Resource Management

Support for Landsafe has come from a recent survey of current efforts in the region that concluded that customary residents should be accorded full management rights to the natural resources in their chiefdom. Furthermore:

When a community structure is recognised as the holder of devolved rights, negotiations should be held with the state and traditional authorities to confer the status of “*holders of land and resource rights*’ subject to agreed conditions (DSI 2008).

This does not imply alienation of customary land but formalising such an allocation of land through a legal document. It is here that the difficulty lies, for it is conservation and rural development lying at the heart of the political process. Moreover, there are no guidelines available for chiefs and their subjects to provide the structures for future development without destroying the chiefdoms, and along with it Zambian culture and religion. However Landsafe charts the formalisation process in the Luembe Chiefdom, and now the adjoining Nyalugwe Chiefdom, providing a manual on the way forward, this being updated on an ongoing basis in the light of the current implementations.

4.2 Facilitation

Persuading chiefs and their people of the merits of a particular guide to development offering greater control of its resources as well as some protection for investors, is a slow and arduous process. However, the culmination of this process, however achieved, is the signing of an MoU by a chief and his headmen with the assistance of a facilitator, be it a future investor or *pro bono* assister, this being a contract of their willingness to proceed with implementation (**Form 1**).

Table 1: Agreement on the implementation of a Landsafe chiefdom conservancy

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 1: Lobbying for Landsafe	Facilitation of an agreement with a Customary Authority (CA) for the establishment of a Landsafe conservancy.	MoU for the implementation of a Landsafe signed by the CA and facilitator and/or investor.	Form 1

4.3 The Land

Where greater investment and development security is required, land in a chiefdom needs to be institutionalised in a customary community statutory structure, rather than being dealt with under usufruct as in customary law and practice. The first step is for the formation of a chiefdom specific Society with the Registrar of Companies, one drawn from the customary community itself, with its elected representatives sitting as members. Following this, the customary authority then cedes the land to the Society (**Form 2**), the first stage in moving towards a Trust structure in which the land is vested. A chiefdom – when choosing the security of the Companies Act, may proceed directly to the formation of a Trust limited by guarantee, with land then vested in it by the customary authority.

Table 2: Registration of a customary community primary institution

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
<p>Stage 2:</p> <p>Customary Community institution creation</p>	<p>Formation of a chiefdom specific and Customary Community (CC) representative structure in which customary land may be vest by the CA, and which may negotiate natural resource co-management agreements with government. This requires registration of a Society by way of the following:</p> <ul style="list-style-type: none"> • Elect twelve members from CC – including, woman and men and youth, and two chief’s representatives, details and signatures of which to be appended to the Registrar of Societies application form. • Provide a constitution. • National registration cards of elected members to be copied and certified by the District Registration Officer. • Obtain the written endorsement for the Society application from the District Community Development Officer. Thence make application to the District Council, the Zambia Police and the Office of the President in the district. 	<p>Registration of a chiefdom Conservancy Society.</p> <p>Obtain a registration certificate as a result of the registration of a chiefdom-specific Society with the Registrar of Societies (Societies Act).</p> <p>Agreement by the CA that the Society will hold land – its usufruct- on behalf of the chiefdom, and will be responsible for being the co-manager of GMAs, forests, fisheries and water in the chiefdom.</p>	<p>Form 2</p>

The next step is for the formation of a chiefdom specific Trust, either by way of a petition to the Minister of Lands and the issue of a certificate of incorporation under the Lands (perpetual succession) Act, the Society members then forming the Board of Trustees (**Form 3**), or by way of a Company (limited by guarantee) (Table 4).

Table 3: Trust formation under the Lands (perpetual succession) Act

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
<p>Stage 3:</p> <p>Customary Land</p>	<p>The Society may petition the Minister of Lands for the incorporation of the Society as a Trust under Section 2 of the Land (perpetual succession) Act CAP 186 of the Laws of Zambia.</p> <p><i>“...to hold and acquire, and by instruments under such common seal to convey, assign and demise, any land or any interest therein now or hereafter belonging to, or held for the benefit of, such community, body or association of persons, in such and the like manner, and subject to such restrictions and provisions as such trustees or trustee might, without such incorporation, hold or acquire, convey or assign, or demise the same for the purposes of such community, body or association of persons...”</i></p> <p>“...upon registration shall vest in such body corporate all land or any interest therein...”</p> <p>Make application to the Minister of Lands for a specific area of land to be vested in the Trust.</p> <p>N/B. The application forms for the Trust should be completed at the same meeting called to form a Society, so saving time and expense. Once the Society is registered, then the Trust petition made is submitted.</p>	<p>Requirements for petitioning the Minister of Lands for incorporation of the Society as a Trust. (Appendix 3)</p> <p>Petition to the Minister of Lands for incorporation of the Society as a Trust and of the Minister’s assent for the Trust to have the land ceded to it by the Society/CA, vested in it. <i>Legal advice - a Vesting Deed is required to be signed by the Society, vesting the land in the Trust – though this was not needed for Nyalugwe and Luembe.</i></p> <p>Obtain certificate of incorporation and deposit with the Registrar of Lands and Deeds within three months. THE LANDS AND DEEDS REGISTRY ACT CHAPTER 185</p> <p>3) Probate of a will affecting land or any interest in land shall be registered within twelve months of the grant thereof or the sealing thereof under the provisions of the Probates (Resealing) Act, as the case may be. (As amended by No. 5 of 1943, S.I. No. 65 of 1965 and No. 47 of 1970) Cap. 61.</p> <p>6. Any document required to be registered as aforesaid and not registered within the time specified in the last preceding section shall be null and void: documents to be void for want of registration.</p>	<p>Form 3</p>

OR

Table 4: Registration of a Trust Company Limited by Guarantee

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 4: Customary land	Forming a Trust Company limited-by-guarantee that then leases out land or forms partnerships for its development. <i>“to carry on or engage in or to enter into any partnership or into other arrangements for sharing profits, union of interests, co-operation, joint venture or otherwise with any person, firm or company carrying or engaged in or about to carry out or engaged in any business transaction which the trustees in their sole discretion shall deem capable of being conducted so as directly to benefit the Trust.”</i>	Registration under the Companies Act (Cap 388) with a suitable constitution by up to ten Trustees drawn from the chiefdom; the opening of a Trust Fund and the appointment of auditors.	

4.4 Wildlife

In order for the community institutions to sign wildlife management co-management agreements, they need to have an elected Community Resource Board registered for that chiefdom. Should there not be one in existence application should be made for its formation (**Form 4**). ZAWA will carry out its own surveys, 1) ecological (should a game ranch be applied for) and 2) social, a scoping survey carried out to sample the views of the population and to assure themselves that the headmen and community are in favour. However, if there is no intention to establish a game ranch then this is not required; and if hunting is an option, then a quota can be applied for. But if the intention is simply to assign the land user rights to investors ZAWA is not involved at all.

Table 5: Application for registration of a CRB

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 4: Wildlife (CRB formation)	Facilitate the election of a Community Resource Board in order to deal with wildlife issues, the production of a management plan for the Game Management Area, and to carry out its responsibilities by the establishment of co-management agreements with the Trust (The Wildlife Act Part 3: (6)) <ul style="list-style-type: none"> • The CC to elect 7-10 members. • To include one representative of the chief and the District Council respectively. • Establish a fund for the social and economic well-being of the CC. The chief of the area to be the Patron of the CRB (The Wildlife Act: Part 3: (6) 3 and Part 3 (9) 1).	Application to ZAWA for registration of a chiefdom CRB. Establishment of the CRB Board by the Minister of Tourism, Environment and Natural Resources.	Form 4

The Trust then enters into a wildlife co-management agreement with the CRB and ZAWA for the consumptive and non-consumptive use of the wildlife stocks in the chiefdom (**Form 5**). This will

require the application for a game quota, to be made by the Trust to ZAWA (**Form 6**), and a cession of such quota to the Trust (**Form 7**), and possibly also an application to establish a community game ranch (**Form 8**). This would of necessity require the provision by the CRB of a game management plan under the ZAWA template for that purpose – currently unavailable - but a Landsafe guide is provided instead (**Form 9**).

Table 6: Wildlife co-management agreements

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
<p>Stage 5:</p> <p>Wildlife management and investment through the CRB/ZAWA</p>	<p>The CRB/ZAWA to enter - with the powers vested in it by the Wildlife Act - into a co-management agreement with the Trust, and, in turn, with an investor, for the management and appropriate consumptive and non-consumptive utilisation of the wildlife resources being supported on the Customary Trust land.</p> <p>As allowed under the Wildlife Act of 1998: Part 3: (7), the elected CRB being empowered to promote and develop an integrated approach to the management of human and natural resources in a Game Management Area or an Open Area and with the power to:</p> <p>(2) (a) negotiate, in conjunction with the Authority, co-management agreements with hunting outfitters and photographic tour operators; (b) manage the wildlife under its jurisdiction, within quotas specified by the Authority; c) appoint Village Scouts to exercise and perform the duties of a wildlife police officer under the supervision of ZAWA; (d) in consultation with the Authority, develop and implement management plans which reconcile the various uses of land in areas falling under the board's jurisdiction; (e) perform such other functions as the Authority or Director-General may direct or delegate to it; (3) preparation and implementation of management plans in Game Management Areas and Open Areas.</p>	<p>MoU application by the Trust for a Wildlife Co-Management Agreement with the CRB/ZAWA</p> <p><i>The purpose of this agreement is for the CRB/ZAWA to pass the consumptive and non-consumptive use of wildlife to the CC Trust in time, i.e. to 'internalise' the hunting concession as part of the community institution, but still paying ZAWA land user fees, hunting concession and game licence fees,</i></p> <p>Game quota application by Trust.</p> <p>Game quota cession by Trust/ZAWA to the investor.</p> <p>Community Game Ranch application by Trust to ZAWA/CRB, i.e. application for game ownership which requires the fencing of the area Copies of the Certificate of Incorporation, the names of the Trustees, minutes of meetings reflecting the agreement of the headmen to the ranch. If land has been vested in a Trust under the Lands (perpetual succession) Act, a copy of the document certified by the Minister to the effect and deposited with the Registrar of Deeds.</p> <p>CRB Management Plan template for management plan submission to ZAWA.</p>	<p>Form 5</p> <p>Form 6</p> <p>Form 7</p> <p>Form 8</p> <p>Form 9</p>

4.5 Game Management Areas

The Trust would need to 1) either sign a co-management agreement with the CRB and ZAWA for the management of a GMAs wildlife in the chiefdom and for the retention of full tourism use (**Form 10**), or 2) vest the GMA in a Society/Trust and then assign it under lease to a joint-venture Company, or 3) follow the procedure for a community game ranch or 4) follow the procedure for a Community Partnership Park. One of these approaches is essential if the community is to maintain the socio-ecological integrity of customary land, but yet allow Government to derive continued income.

Table 7: GMA co-management agreement

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 6: GMA	<p>The CRB/ZAWA to enter, with the powers vested in it by the Wildlife Act, into a co-management agreement with the Trust – and they, in turn, with an investor, for the management and appropriate consumptive and non-consumptive utilisation of the wildlife resources being supported in the GMA section of the CA (as already allowed in Section 3 of the Wildlife Act of 1998). All land rents, concession and trophy fees to be paid to ZAWA.</p> <p>Option 2: Vesting of land in a Community Trust and then into a joint- venture Company.</p> <p>Option 3: Application for the GMA to be classified as a Community Game Ranch.</p> <p>Option 4: Application for a Partnership Park (e.g.: Chikuni and Chiawa).</p>	<p>MoU application by the Trust for a GMA Co-Management Agreement for the consumptive and non-consumptive use of wildlife with the CRB/ZAWA.</p> <p>Having surveyed the area, the final procedure is for the Chief to register it with the Registrar of Lands and Deeds in the Ministry of Agriculture, and deposit a copy with the District Council</p>	<p>Form 10</p>

4.6 National Parks

Where the chiefdom adjoins a National Park, that chiefdom, through its community structures, should persuade Government to agree to a flow of benefits from the NP to the chiefdom, as originally allowed for when the Trust Land was converted to protected area status – with the agreement of the chiefs – i.e. to Game Reserve status, and later, National Park. Thus an MoU for a Co-Management Agreement between the particular Trust and ZAWA is necessary (**Form 11**).

Table 8: National Park co-management agreement

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 7: National Park	<p>With regard to historical agreements entered into by CAs and government for the conversion of Trust land to protected status, i.e. Game Reserve followed by National Park, ZAWA should therefore honour the promised benefits to the chiefdom in question.</p>	<p>MoU application by the Trust to ZAWA for a Co-Management Agreement in respect of all or part of the National Parks on their boundaries.</p>	<p>Form 11</p>

4.7 Local Forests and Forests on Customary Land

Statutory Instrument No. 47 of 2006 lays out regulations for Joint Forest Management Areas (JFMAs). These Regulations require that Forest Trusts be established for proposed Joint Forest Management Areas, registered as Societies – given that actual Trusts may also be necessary, i.e. under the Lands (perpetual succession) Act – a confusing requirement. For each Forest Trust (Society), there is a requirement to appoint a Forest Committee, which will comprise representatives of the chief, the local forest office, the District Council and one representative of each village committee, the latter comprising the headman, a representative of the user group and a forestry officer. The Village Committee – the regulations state - may advise the forestry officer on the issue of licences, elect members to the Forest Management Committee (although the S.I. defines no such committee, confusing it with the Forest Committee) and appoint honorary forest rangers. JFMAs are bound to the Forestry Department through an MoU. (**Form 12**)

Table 9: Forestry co-management agreement

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 8: Forestry	The Trust negotiates with Forestry Department: <ul style="list-style-type: none"> • Forest Trusts under Joint Forestry Management (JFM) in Zambia are registered as Societies and are bound to the Forestry Department through a memorandum of understanding (MoU). • Society manages forestry and all licencing and income under its control. • Application to the Forest Stewardship Council for certification. 	MoU application for a Co-Management Agreement between Trust and the Forestry Department concerning the Trusts/chiefdom's forestry resources.	Form 12

4.8 National Forests

For co-management in protected forests to occur, an MoU needs to be signed by the Customary Community Society/Trust with the Forestry Department in the form of a Joint Forest Management Agreement. However, to do so the forest would first have to be de-gazetted, possibly a retrograde step. However, attempts should be made to enter into some sort of co-management with Forestry over land that had originally been given over to forest protection for the supposed benefit of the customary community (**Form 13**).

Table 10: Protected forest co-management agreements

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
<p>Stage 9:</p> <p>Protected forest</p>	<p>The Trust negotiates JFM with Forestry Department and the production of a management plan. Where part or all of the protected forest was given over to protected status by a particular chieftdom, a share of benefits should be mandatory.</p> <p>Consideration may be given to the formation of a Forest Trust, for which FD has laid out the steps.</p>	<p>MoU for a Joint Forestry Management Agreement between the Trust and the Forestry Department for the management of Local Forest. For National Forest, de-gazetting would be first required to Local Forest. However, some sort of co-operative arrangement should be possible in light of the prescriptions of Statutory Instrument No.47 of 2006 which lays out regulations for Joint Forest Management Areas.</p>	<p>Form 13</p>

4.9 Fisheries

Table 11: Fishery co-management agreements

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 10:			
Fishery	<p>The Trust applies to FD for declaration of Fisheries Management Areas (FMAs) and election of Fisheries Management Committees (FMC). Minister ratifies area and FMC subject to consultation with Society (or/and riparian communities involved). The Committee is responsible for the production of the management plan and the creation of a fund into which will be paid all licence money for the economic and social well-being of the riparian community. The committee is required to prepare an annual report and audited accounts to be submitted to the Minister.</p> <ul style="list-style-type: none"> • Members of FMC comprise six villagers, one chief's representative, one from District Council, one from an NGO operating in the FMA (the Trust NGO partner), one each from the fishing industry and aquaculture industry, plus two other persons, vetted by the Minister who also appoints the Chairman and Vice-Chairman. • The FMC may, in consultation with the Director, enter into co-management agreements with industrial fishing companies, or with NGOs. • Aquaculture ventures require to be licenced and operate under certain conditions. 	<p>MoU Application by the Trust to the FD for a Fisheries Management Area (FMA) Co-Management Agreement.</p> <p>MoU Application by the Trust to FD for a Fisheries Management Committee (FMC).</p> <p>Statutory Instrument recognising these establishments issued by way of Regulations.</p>	<p>Form 14</p> <p>Form 15</p>

4.10 Water

The Society should endeavour to enter into a co-management agreement with the Department of Water Affairs so that the chiefdom may best manage its water resources (**Form 16**). At present moves are afoot by Water Affairs to create Catchment Councils and Sub-Catchment Councils, which will provide a sound basis for decentralisation.

Table 12: Water co-management agreement

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 11: Water	The Trust seek a joint management agreement with the Department of Water Affairs <ul style="list-style-type: none"> • Provide basic water management plan. • Specific applications on water projects submitted to the Water Board. 	MoU application by the Trust for a Co- Management Agreement with Water Affairs, or directly with the Catchment Council when established.	Form 16

4.11 Chiefdom Land user Rights (Usufruct)

Should investors wish to make use of the land and natural resources of the chiefdom – as provided in the management and development plans – they would be required to enter into a land user rights agreement with community Trusts established either under the Lands (perpetual succession) Act (**Form 17**), or under the Companies Act limited by guarantee (**Form 18**), once they had received approval by the chiefdom Trust for the particular investment they were interested in, as laid out in project proposal format (**Form 19**).

Table 13: Land user rights

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 12: Land-leases	The Trust as holders of land and the co-managed use of renewable natural resources, it provides the overall land use and business plans for the chiefdom. Leases and business concessions are then entered into with investors.	Under the Lands (perpetual succession) Act. Under the Companies Act limited by guarantee.	Form 17 Form 18

4.12 Business Development

Investors are required to tender a business proposal to the Trust, the preliminary requirement leading to the compilation of a full business plan.

Table 14: Business development

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 13: Business development	Template for project proposal required to be submitted by potential investors to the Trust.	Project proposal template.	Form 19¹³²

4.13 Appointment of Chiefdom Advisory Committee

Table 15: Chiefdom Advisory Committee

STAGES	THE STATUTORY PROCESS	FORMALISATION	FORM
Stage 14: Appointment of advisory committees drawn from all stakeholders: CA, the Trust, NGOs, CBOs (CRB), District Council and GRZ Departments.	Consideration might be given to forming it as a Trust, though, it would likely be better to form an advisory group that meets once a year, or when required.	Appointment and registration at a district and national level.	

5 CONCLUSION

Landsafe is a social and political process, yet a process rooted in the value-added usage of customary land. This is its great strength as it is institutionally based within a chiefdom. However, any project is a perturbation and an inevitable victim of the law of unintended consequence. ICDPs in particular are a minefield of good and dishonest intentions, of ignorance, of utopian ideas crafted at a distance, of Big Men and patrimonialism, of Government rent seeking and weak institutions, of donors seeking projects to fit their annual quota, of consultants manufacturing work...the list is endless. Landsafe is all about protecting nature, with man an essential and intrinsic part of it. But it will have to deal at some stage with the modernising wishes of the people with whom it works, with the forces at work seeking to convert it into 'Big Man'- entitlements and an endless target of begging. It has to deal with the machinations of those who wish to take hold of the natural resources, of the land. And it has to find ways to deal with those who take on the Landsafe model and use it for their own benefit.

There are a number of key concepts that should be kept in mind when dealing with biodiversity conservation and social justice (Brechin et al 2003, pp.252- 259):

¹³² See Addendum 1 for all 19 forms.

- i) Human Dignity – Establishing a Strong Moral Foundation for Social Processes.
- ii) Legitimacy – Constructing Authority.
- iii) Governance – Establishing Modes of Decision Making and Power Sharing.
- iv) Accountability – Guaranteeing Responsibility and Performance.
- v) Adaptation and Learning - Institutionalizing Reflection and Self-Correction.
- vii) Non-local Forces.

Landsafe pays attention to all of these, and more, but problems and challenges not yet envisaged will emerge and be dealt with as they do.

6 REFERENCES

- BRECHIN, STEVEN R., WILSHUSEN, PETER, R., FORTWANGLER, CRYSTAL L., WEST, PATRICK C., (Editors). 2003. *Contested Nature. Promoting International Biodiversity with Social Justice in the Twenty-First Century*. State University of New York Press, Albany
- COTULA, LORENZO. 2011. *LAND DEALS IN AFRICA: WHAT IS IN THE CONTRACTS?* IIED, London.
- DSI. 2008. *Review and synthesis of lessons learned concerning optimum forms of community management structures for multiple resource management in Zambia and Southern and Eastern Africa*. Ministry of Tourism, Environment and Natural Resources. Lusaka.

7 APPENDICES

- Appendix 1: Introduction for chiefs to Chipuna conservancy development for customary and protected land in Zambia**
- Appendix 2: Chipuna main partners**
- Appendix 3: The Chipuna roadmap**

Appendix 1: Introduction for chiefs to Chipuna conservancy development for customary and protected land in Zambia

The Chipuna model

As mentioned earlier, a traditional Zambian chair (Chipuna) has three legs, providing strength, stability and comfort. Development in a chiefdom, in order for it to be sustainable, needs to be carried out by a Chipuna partnership, its supports made up by the traditional leadership and local government, investors, and local and international NGOs. It is a sustainable business partnership of equals who share a common goal of integrating community development with that of biodiversity management. It is not donor driven or funded; and it will not alienate the land.

The operating partnership

This partnership must be registered as a trust company (limited by guarantee), in full compliance with the Companies Act (non-profit), having as its trustees the present chief, an investor, and representatives of the main partner NGO, the Community Resource Board, the District Council in which the programme is being conducted, and other key stakeholders.

Why do chiefdoms need Chipuna development?

The chiefdoms cover more than 94% of the land in Zambia and contain a wealth of natural resources. Despite this, development has not come to these areas, and the opportunities for the raising of living standards are few in a place where villages are scattered and lie far from markets. The Government does not have the money or the capacity to deliver full development to these areas, and donor support merely provides a crutch for a man who can walk. The way forward is to encourage investment in these areas, but investment which comes in as a partner of communities, that supports the traditional structures and that does not take away the land.

How can a Chipuna assist development?

The Chiefdoms are empowered under the Lands Act No. 29 of 1995 to dispose of land for up to 99 years on leasehold tenure. Driven by a need to generate income, chiefs have sometimes sold off land, removing it for many years from the community. The Chipuna model ensures that land remains in the chiefdom's control, except perhaps for small areas needed for buildings. Chiefdoms also do not own the wildlife of their areas, this resource being held by Government and given out as yearly hunting quotas. In support of GRZs policy of de-centralisation, the Wildlife Act of 1998 offers an opportunity for the community to obtain more powers over its own wildlife resources, its main opportunity for raising living standards and for wealth creation, giving as one of its main objectives "to facilitate the active participation of local communities in the management of the wildlife estate". This Act also allows for the recognition of Community Resource Boards (CRBs), which, working with the Zambia Wildlife Authority (ZAWA), may obtain and make use of game quotas. Chipuna makes use of both the Acts – as well as the proposed Forest Act of 1999 and the National Biodiversity Strategy and Action Plan (NBSAP) - to lay the groundwork for the future development of conservancies so as to conserve the biodiversity and, simultaneously, stimulate much needed rural development.

What is the role of Chipuna partners?

- i) The Customary Authority:
The Authority is, along with the investor, the senior partner of the conservancy development and is responsible for ensuring that secure access to and use of the land is possible, and that the community are partners in the process.
- ii) The Community Resource Board:
The CRB, being empowered only under the Wildlife Act, is there to assist in the sustained use of the wildlife resources for the benefit of the community – in particular in taking ownership of game quotas and for deploying and managing Village Scouts, protectors of the very resource which is being sustainably utilised.

- iii) **The Investor/manager:**
The role of the investor/manager is to provide the seed money to start the project, and to recruit investors. For this to happen there has to be an incentive to do so, as well as the necessary protection and security of tenure for the investors. The manager will also have the crucial role of managing a large area of conservancy, one containing scattered communities, endangered species and national forest. This is a holistic development requiring experience in wildlife management, biodiversity protection, tourism development, artisanal and commercial agriculture, forest exploitation, community development, small business development and so on.
- iv) **The NGOs:**
The NGOs act as umpires between managers and investors, the customary authority, the community based organisations (CBOs) and Government. They assist the scheme to grow, and lay the groundwork for long-term sustainability. Crucially, they are empowered to carry out community development, drawing on money built up in a development fund.

What will Chipuna conservancy development do in Zambia?

- i) It will create a business partnership between the chiefdom and an investor, expressed in the form of a trust company (limited by guarantee), in which the chiefdom, the investor/manager, NGOs, CBOs and the District Councils are subscribers.
- ii) It will place the ‘use and occupation of the land’ in the hands of the trust company for a determined period of time.
- iii) It will help to empower the CBOs so that they are better able to conserve the natural resources of the chiefdom for the benefit of all concerned.
- iv) It will provide for sustainable agricultural and natural resource development.
- v) It will improve livelihoods and, in comparative terms, create wealth.
- vi) It will provide food security.
- vii) It will provide a framework for donor involvement.
- viii) It will provide a model and framework for the delivery of true rural development, particularly in resource rich areas.

Appendix 2: Chipuna main partners (over page)

GAMEFIELDS	PROJECTSAFRICA	NORMAN CARR FOUNDATION
<p style="text-align: center;">MISSION STATEMENT</p> <p>To provide - in partnership with the Customary Authority - investment support for the development of game conservancies.</p> <p>OBJECTIVES</p> <ul style="list-style-type: none"> • To identify potential game conservancy areas requiring investment and development. • To identify and promote potential conservancy partnerships (joint-ventures) with the CA, the community and government. • To provide training and capacity support to the local community for the sustained management of its natural resources. • To provide investment models that do not alienate land from the community, but offer security of tenure and sustained incomes for the joint-venture partners. • To foster its partnerships with ProjectsAfrica and, in Zambia, the Norman Carr Foundation, so as to ensure both sustainable development and the delivery of ICDPs – particularly those involving community food security. • To foster sound game management practices and the sustained yield off-takes of game species. • To conduct ethically sound trophy hunting safaris of high quality. • To promote and conduct low-impact tourism. • To enter into PPPs for the protection and tourism-development of protected areas. • To enter into PPPs with government for the building of private/public sector dialogue and the building of private sector capacity. 	<p style="text-align: center;">MISSION STATEMENT</p> <p>To provide for Africa, through partnerships forged between business, conservation institutions, government, donors and indigenous communities - specific, time bound and investor targeted conservation projects aimed at poverty alleviation and food security.</p> <p>OBJECTIVES</p> <ul style="list-style-type: none"> • To promote integrated conservation and development programmes and projects (ICDPs). • To promote PPPs in order to deliver both investment and management support to ICDPs. • To render assistance and support to conservation institutional capacity. • To lobby for the political support of ICDPs. • To promote and support optimum conservation governance. • To provide accurate, analytical and unbiased information. • To prioritise trans-frontier conservation area programmes. • To support and contribute to the United Nations (UN) Millennium Development goals (as listed on page 247) - recognising that an ecosystem's stability is essential for improving human livelihoods. 	<p style="text-align: center;">MISSION STATEMENT</p> <p>To support the Zambian constitution and ZAWA in protecting National Parks, and in promoting the sustained use of the biodiversity – particularly within a Chiefdom.</p> <p>OBJECTIVES</p> <ul style="list-style-type: none"> • To actively manage, in partnership with ZAWA, certain specified National Parks. • To actively seek, in partnership with the Customary Authority and their CRBs, investment for the biodiversity conservation and economic development of certain specified game management and open areas. • To foster the notion of a Central African Transfrontier Conservation Area (CATFCA) linking Zaire, Zambia, Malawi and Mozambique. • To improve livelihoods in GMAs and Open Areas. • To lend assistance to ZAWA in such matters as policy formulation, the drafting of legislation and other processes which directly affect the integrity of the protected areas, tourism development and the biodiversity supports of the people. • To promote effective communication and co-ordination between all the role-players. • To encourage appropriate research so as to enable the Foundation to achieve its objectives. • To encourage and participate in the growth of appropriate tourism. • To foster education in traditional knowledge and culture.

Appendix 3: The Chipuna Roadmap¹³³

<p style="text-align: center;">WHERE WE ARE 1</p>	<p style="text-align: center;">HOW WE ARE TO GET THERE 3</p>	<p style="text-align: center;">WHERE WE ARE GOING 2</p>
<p>1 The Chieftdom, without the means to raise investment for development, or the contacts and knowledge to interest NGOs.</p>	<ul style="list-style-type: none"> Form a joint-venture (JV) conservancy company with an investor, with a NGO partner as referee, give land usage concessionary rights to the JV company, and in some cases lease land to the JV company. 	<ul style="list-style-type: none"> The Chieftdom brings long-term investment to the area but does not unnecessarily alienate the land from the community, achieving it through the joint-venture approach.
<p>2 The lack of properly empowered community organisations able to advise the Chieftdom on the sustainable use of the natural resources.</p>	<ul style="list-style-type: none"> Organise CRBs nationally, fully trained and empowered with regulations and administrative procedures; and support them at Chieftdom level through Chipuna. Take seriously the obligations and opportunities outlined in the Wildlife Act 1998 and the Forestry Act 1999. 	<ul style="list-style-type: none"> National Natural Resources Board formation, and Community Resource Boards advising the Chieftdom and driving all natural resource sustainable development as originally intended under the Natural Resources Act of 1962.
<p>3 The steady reduction in the biodiversity supports to local communities.</p>	<ul style="list-style-type: none"> Form Chipuna JV conservancies which give wildlife usage and ownership rights to such JVs, and which thus will naturally conserve wildlife. 	<ul style="list-style-type: none"> High biodiversity levels supporting, not threatening, the food security and survival of local communities.
<p>4 CRBs unable to take up the opportunities under the Wildlife Act of 1998 and therefore impeding development.</p>	<ul style="list-style-type: none"> CRBs to be fully supported by Chipuna. Where Chipuna enters into investment partnerships, the CRBs will apply for quotas and through co-management agreements, Will be placed in the conservancy company. 	<ul style="list-style-type: none"> The CRBs fully operational having obtained wildlife usage rights in return for its management of the wildlife and natural resources, a process spreading to its joint-partnerships with forestry.
<p>5 Large parts of Chieftdoms 'locked out' of development through the allocation of hunting concessions for little financial returns.</p>	<ul style="list-style-type: none"> The Chipuna partners and ZAWA to persuade concessionaires to join with the conservancy development movement. 	<ul style="list-style-type: none"> The adoption by concessionaires of the Chipuna principles, voluntary joining JV conservancies – supported by new policy on PWEs, with greatly expanded financial returns.

¹³³ Order of reading roadmap: column 1, column 3 and then column 2.



WHERE WE ARE 1	HOW WE ARE TO GET THERE 3	WHERE WE ARE GOING 2
6 GMAs and Open Areas depleted of wildlife, bringing no income to communities.	<ul style="list-style-type: none">• Full support by the Chiefs and the CRBs for JV conservancies; and full support by ZAWA of the Chipuna development.	<ul style="list-style-type: none">• Depleted parts of the Chiefdom brought back to health and earning incomes for communities.
7 The lack of sustained supports to micro-development projects which raise living standards.	<ul style="list-style-type: none">• Chipuna partners to install capacity in the CRBs, and to broker the projects with donors which are identified.	<ul style="list-style-type: none">• Full community capacity and support within the Chipuna model for the identification, proposal, donor funding and implementation of ICDPs.



CHAPTER 7:
THE THREE-RIFTS LANDSAFE PROJECT AREA



ACRONYMS

AG	Auditor General
ARDRA	Adventist Development and Relief Agency International
BSA Company	British South Africa Chartered Company
COMACO	Community Markets for Conservation
CRB	Community Resource Board
DC	District Commissioner
D-G	Director General ZAWA
DMU	Disaster Management Unit
ECZ	Environmental Council of Zambia
EIA	Environmental Impact Assessment
FRA	Food Reserve Agency
GMA	Game Management Area
GRZ	Government of Zambia
HQ	Headquarters
JFM	Joint Forest Management
MMD	Movement for Multi-Party Democracy
MoU	Memorandum of Understanding
MP	Member of Parliament
NCE Company	North Charterland Exploration Company
NPWS	National Parks and Wildlife Service
OP	Office of the President
PACU	Provincial Accounting Control Unit
REMNPAS	Reclassification and Effective Management of the National Protected Areas System
RHC	Rural Health Clinic
SLAMU	South Luangwa Management Unit
SS	Sleeping sickness
WPO	Wildlife Police Officer
ZAWA	Zambia Wildlife Authority
ZIC	Zambia Investment Centre

PART I: Environment and Natural Resources

1 INTRODUCTION

The three rift valleys of Zambia's Eastern Province – Luangwa, Luano and Lukusashi - have extremely high biodiversity and habitat richness, encompass three perennial rivers, alluvial plains, hills and scarps, with a fertile plateau area on the east bank, as well as abundant forest and wildlife resources. The Luembe chiefdom, which includes much of it, is readily accessible by a five hours drive from Lusaka on a tar road, with 40 km of good dirt road linking Nyimba with the Chief's HQ; or – both chiefdoms - from the Great East Road near Rufunsa (two hours drive), access being across the Lunsemfwa River; and, as well, from Mkushi on the Great North Road. Perhaps its chief attraction is that it encloses the Luangwa River for some 128 km (80 km on one side), a river famous for its alluvial zone of riparian forest, its meandering course and ox-bow lagoons, and, in addition, it takes in much of the pristine Lunsemfwa (321 km) and Lukusashi (96 km) rivers. The Nyalugwe Chiefdom lies to the south of Luembe, taking in part of the Lunsemfwa, a stretch of the Luangwa, and its southern sector bordering Mozambique. It is cut off from the rest of the Open Area by the Great East Road.

Two thirds of the development area is under Senior Chief Luembe, the southern third under Chief Nyalugwe. To the north is the Mwape chiefdom of Luembe's sister, and to the west, his Nyendwa clan relations, Paramount Chief Mboroma (Upper Luano) and Chief Chisomo.

2 THE ENVIRONMENTAL FRAMEWORK

2.1 Physiography and climate

Three-rifts consists of a small area of eastern plateau in Petauke district lying at about a 1,000 metres with giant granite kopjes (Inselbergs) intruding, and towards the Luangwa the old plateau is dissected and denuded by numerous tributaries falling to about 730 metres or lower in the Mvuvye basin and below; the incised rift valleys of the Lukusashi, Lunsemfwa and Luangwa on three sides, riven by a plateau area of the Muchinga Escarpment at about 300 metres. The Luangwa rift is a trough some 645 km long, an ancient depression occupied by Karoo beds, lowered at the centre during a post-karoo period of faulting and folding. The other two valleys are similar in structure. Large sections of the Luangwa are filled with colluvial soils brought down from the escarpment, while old areas of alluvial deposits lie closer to the river. Great banks of barren shingles and water-worn stones cover parts of the eastern escarpment and parts of the Lukusashi and Lunsemfwa valleys. The main valley is enclosed by an almost solid wall of the western escarpment and hills to the east; finally, about 40 km upstream of the Lunsemfwa/Luangwa confluence, the hills from both sides meet and the Luangwa is cut off from the other two rivers by the high western range.

Although the climate of Zambia is generally equitable, the valleys grow hot in the period before the onset of the rains in November, which typically last until early April – though mid-season droughts do occur. All life is therefore adapted to the long dry season. The rainfall is generally lower in the valleys than on the plateau to the east or west. Humidity is also lower than in the northern part of the Luangwa Valley.

2.2 Geology and soils

Zambia was once covered by sedimentary rocks of the Karoo and Katanga systems, now largely denuded. In the west the basement of ancient rock has been covered by Kalahari sands, brought from the south-west during the last arid period of the mid-Pleistocene. The troughs of the Gwembe, Luangwa and Lunsemfwa are covered by younger Karoo soils washed down from the

escarpment areas. The soils classified as Lower Valley soils dominate in the three valleys, being characterised by the mature and heavy brown soils of mopani woodland that have a tendency to form nodular lime concretions, interspersed by recent intrusions of alluvium of different origins and without concretions. typically The area is also notable for thicket covered colluvial sandy soils. The area generally has been cut into and denuded by the numerous watercourses (revealing shingle belts of water-worn stones), replaced by a wide variety of immature soils that generally are members of the same series as the brown pedocal soils. The soils of the brown pedocal class have been formed on the sedimentary beds of the Karoo formation and on old colluvial and alluvial deposits derived from them. With a tendency to sheet erosion they are poor for agriculture, developing into deep gullies.

In the Lunsemfwa Valley pinker brown loam soils with a fine sand fraction occur and paler brown or greyish-buff, generally fine-textured, sandier soils are found elsewhere, but in the subsoil assume a stronger texture and colour. Lime nodules commonly occur near watercourses. Between the rivers, the drainage system is often indefinite and soils may remain waterlogged in the rains. Old anthills packed with lime nodules are found in the upper areas. The soils of the western flank of the Luangwa appear to be of a much greater age than the normal valley soils. The more recent alluvial soils are locally derived from the Karoo beds - their origin often being mica schisms, granites or gneisses and other rocks of the Basement complex of the escarpments whose residues have been brought down by flood waters. These alluvial beds, being added to annually, tend to be higher than the fringing mopani belts. These recent alluvial soils, particularly on the eastern side of the Luangwa, are extremely fertile (Trapnell 1943, p.31).

2.3 Three-Rift's rivers

2.3.1 *Lunsemfwa*

The Lunsemfwa River rises at an elevation of about 1,250 metres to the north of Mkushi and just south of the Congo Pedicle, and flows south. It is impounded at the Mita Hills Dam for hydroelectric power generation with a reservoir of about 30 km long by 3-5 km wide, and with an additional power station at Lunsemfwa Falls.

About 30 km below the dam it enters the Lunsemfwa Wonder Gorge which is 20 km long, up to 500 metres deep, and about 1km wide at the top. The Lunsemfwa is later joined by the Lukusashi River, which in turn flows into the Luangwa.

2.3.2 *Lukusashi*

The Lukusashi, which rises on the Congo/Zambezi divide, runs parallel to the Luangwa. The river is crystal clear with fertile river banks used by scattered and small villages to grow two crops a year.

2.3.3 *Luangwa*

The Luangwa rises in the Mafinga Hills in north-east Zambia near the Tanzania and Malawi borders, and flows in a south-westerly direction through a broad valley. The river continually shifts its course, leaving behind ox-bow lagoons and abandoned meanders, an area of alluvium recognised as being of considerable importance by the Ramsar Convention. It is bounded to the west by the Muchinga Escarpment, and low hills to the east. At the southern end of the Luembe Chiefdom it enters a gorge, then later meanders through a narrow sandy plain where it joins the Zambezi.

2.4 Vegetation

2.4.1 Soil associations

Villagers are keen judges of vegetation and soils as a guide to good agricultural areas. Miombo (*Brachystegia-Isoberlinia* woodland), associated with the older plateau soils, as in Luembe is found on the flanking escarpments and on the Muchinga mountains that cleave the Lukusashi and Luangwa valleys. Local dense thickets belts of *Kirkia*, *Pterocarpus*, *Combretum* and *Commiphora* are distributed through the mopani areas on sandier soils derived from the Karoo, while *Acacia* and the associated *Combretum* occur in alluvial areas; one spectacular climax forest of *Acacia tortilis* gracing the east bank of the mid-Lukusashi River south of Chinika.

Villagers recognise stands of *Hyparrhenia*, which form dense and tall beds in the rains, as being areas of potentially high soil fertility. On the other hand, species such as *Trichopteryx superba* and *T. simplex* indicate poor soils and are avoided. *Acacia*, an efficient nitrogen fixer, is a sure guide to fertility, while *Uapaca* spp. denotes poor soils, usually associated with impermeable ironstone pans. Native agriculturists look for old high woodland or dense thicket, including bamboo thickets *Oxytenanthera abyssinica*, of which watercourses are well stocked; and tall and luxuriant grass with open rather than closed tree canopies, and the presence or dominance of well grown *Brachystegia hockii*, *B. Burtii*, with *Baphia* spp, *Bauhinia petersiana*, large *Erythrophloeum*, *Combretum* with trees of the family *Papilionaceae*, *Bauhinia thonongii*, *Zizyphus* and *Sclerocarya caffra*; and the absence of miombo or mopani (Trapnell 1943, p.35).

2.4.2 Physiographic associations (after Trapnell 1943)

Roughly speaking, the areas above 3,000 feet are covered generally with miombo, deciduous woodland comprising mainly *Brachystegia-Isoberlinia* associations, while other species belonging to such families as *Acacia*, *Colophospermum* (mopani), *Afrormosia*, *Pterocarpus*, *Combretum* occur lower down, in particular as follows:

Permanent streams	<i>Adina microcephala</i> , <i>Khyya nyassica</i> (Mururu), <i>Trichilia emetica</i> (Musikili)
Dry streams	<i>Acacia</i> , <i>Ficus</i> and <i>Kigelia pinnata</i> (Mufungwa), <i>Tamarindis indica</i> (Musika)
Higher ground	<i>Brachystegia</i> (Musamba), <i>Isoberlinia</i> (Sandwe), <i>Dyosperos mespiliformis</i> (Muchenja), <i>Cordyla Africana</i> (Mtondo)
Stony ground	<i>Terminalia</i> (Kabesya), <i>Commiphora</i> , the ubiquitous <i>Diplorhyncus mossambicensis</i> (Mwenje), <i>Afzelia quanzenzis</i> (Mupapa), <i>Pterocarpus angolensis</i> (Mulombe)
Valleys	The grass, <i>Pennisetum purpureum</i> (Malenge), the reed, <i>Phragmites communis</i> (Mitete)
Small streams	The bamboo, used for making grain bins and hut construction, <i>Oxytenanthera abyssinica</i> (Ntere)

2.5 Agriculture

Agricultural land is confined mainly to the plateau terrace on the eastern side of the Luangwa, and to the dense thicket areas found on sandy soils on Karoo beds, noteworthy in the

Lunsemfwa, and the alluvial belts derived from the Basement rocks of the escarpment and adjoining plateau areas (Trapnell 1943, p.31). In 1904, note was made of the bounteous crops¹³⁴ grown by the Nsenga of the plateau, these people now much intermarried with the Ambo of Mwape and Luembe, and with the Tande of Nyalugwe. From the Luangwa Bridge to Nyimba there are agricultural soils on miombo on either side of the road, with the area between Kachalola and the Mozambique border long known for its cotton, maize, soya and sunflower planted by the pioneer, Kachalola Broomfield. With the development of rural electrification and ready access to a good road, this area, that of the Nyimba River Valley in Luembe and the land bordering the West Mvuvye National Forest holds out great promise for agriculture.

2.6 Wildlife and hunting (Appendix 1)

All of the Three-rifts is good game country, though, as most of the human settlement is in the more accessible Open Area on the east bank of the Luangwa, it is generally depleted. The west bank of the Luangwa is taken up by the West Petauke GMA, classified as a supposedly Prime safari hunting area, but in reality much plundered - although promising potential for a return to its former status as well populated game country.

West Petauke is one of the few GMAs that do not adjoin a National Park, and is therefore at a disadvantage in not receiving a steady flow of wildlife immigration. It carries most of the common Luangwa species, except wildebeest, and it is likely that it contained some of the last black rhino in Zambia, unconfirmed reports still being received by the author of their spoor.¹³⁵ Elephant are now rare visitors to the Lukusashi Valley as a result of poaching, though they are common on the Luangwa. Buffalo numbers are much reduced, their behaviour - in going hard downwind of hunters - evidence of severe predation by man. Hippo - particularly alpha males - have also been heavily reduced by poachers and hunters, as have adult male lion. All other species are depleted due to the poaching and excessive fires - particularly grazers.

3 KEY ENVIRONMENTAL ISSUES

3.1 Fire

Three-rifts and the rest of the country today suffers from dry season pyromania. Whatever controls were once exerted by the Native Authority and the Provincial Administration; or by the government departments responsible for National Parks and protected forest areas; or before that, the chiefs, are now wholly absent. In Protectorate days the influence of the Forestry Department on fire policy was considerable, early burning being promoted so as to protect forests from damaging late fires. Furthermore, the Game Department in Northern Rhodesia, without the finance and manpower, and with a massive protected area estate to care for, were forced to carry out a concerted early burning campaign so as to avoid the late dry-season hot fires that removed much of the grazing at a time when grazing species were more concentrated around water and therefore more vulnerable. Additionally, they set fire to the grass in order to produce green grass for the game (Savory & Butterfield 1999, p.184). However, it was then generally accepted policy that fires should not be lit after mid to end July.

The effects of early burning are considerable: the soil is exposed, rendering the surface biologically inactive; vegetation is converted to ash and, although it does encourage plant growth when the rain finally comes, it dissolves the ash and transports it into the soil, but the only mineral contribution is potash and a little phosphorus, the nitrogen being completely lost; organic colloids are also lost

¹³⁴ Mapira and Chimanga were the staple crops, with a variety of beans, sweet potatoes and yams also grown. Petauke District Notebook, 1904, P. 462.

¹³⁵ Animal sign.

subjecting the soil to much more violent leaching when the rains set in, the salts being washed away; erosion of the plateau soils with their poor crumb structure increases through the destruction of organic material; water run-off is increased considerably; legumes and large leaved herbs disappear; annual, palatable grasses are burnt off, as are some sensitive perennials; the land drifting inexorably into a xeric and de-hydrated state. (Darling 1960, p.82).

The fact that fires now consume the whole country in the dry season; and that the once great herds of buffalo, other grazers and their predators have declined so precipitously (greatly reducing the natural disturbance to soil surfaces and vegetation essential to re-seeding), is one of the prime factors leading to desertification (Savory & Butterfield 1999, p.182). The reduction of buffalo in the southern part of the Kafue National Park and its environs may be ascribed to predation by man and the effects on the savannah by rampant fires. In the Three-rifts, a naturally dry area with low rainfall and humidity, a similar situation is ongoing - the land, with its one great converter of woody stem to palatable leaf depleted, fire being rampant, is becoming ever more brittle and thus ever more unproductive.

One of the areas where some fire records exist is the Kafue National Park, which together with its GMAs, is twice the size of Belgium and comprises 10% of Zambia. After a thirty-three year absence from the Park, a former Kafue biologist reported the Nkala River and Shakalongo Plain areas near the old Park HQ as being desertified and vacant, where once reedbuck and waterbuck existed in profusion. He also reported the Nkala Forest as being seriously damaged - the result of repeated fire. 'Without a concerted effort by us all to control bush fires Kafue National Park will continue to burn every year and allow desertification in Zambia's giant National Park to carry on as part of an annual tragedy' (Moss 2009).

This burning of vegetative biomass, which creates a pall of smoke over the savannah and grasslands of Africa in the mid to late dry season, contributes to the phenomenon of global dimming, where a percentage of sunlight is reflected back into the atmosphere from this screen of smoke. Alarmists have concluded that this global dimming is masking the alleged effect of global warming and that the global warming problem was therefore much worse than expected.

3.2 Tsetse fly

The Luangwa has only been populated by tsetse fly for the last hundred years, cattle being regularly driven down from the north until the end of the nineteenth-century. BSA Company officials reported cases of Sleeping Sickness (SS) and the first recordings of deaths in 1910, and from about 1925-1935 it was a significant mortality factor, eventually leading to the removal of much of the population from the lowlands of the Luangwa. From 1912-1925, the Luangwa was declared a 'sleeping sickness area' and was closed to non-residents (i.e. Europeans). From June 1911 to April 1912, a commission was based at Nabwalya to investigate the reasons for the outbreak. The final movement of people took place in 1931 from the 10,000 square mile North Charterland Exploration Company concession (NCE Company) on the east bank of the Luangwa (which had taken over Mwape and what is now Luembe's country), to the Ambo Reserve. In a tour of the District in 1935, five people in the last throes of SS were found in the Ambo Reserve, the symptoms being swollen faces and abdomen, and extreme lassitude. The mortality in this area was 66/100, a villager in Lisati village commenting, 'If they keeps us here another year there will be no need to worry to move us. We shall all be dead'. This village had shrunk from 34 people in 1930 to 16 people in 1935. The area particularly hard hit in Petauke district lay between the Luangwa/ Mvuyve Rivers and the Lusangazi/Luangwa confluence. In October 1930, the Assistant-Director of Medical Services had advised that villages should move closer for protection and that the bush around the villages should be cleared. This was carried out in the area around Katipa on the Mvuyve/Luangwa confluence. However instead of improving matters, it made them worse. The DC wrote, 'Grave error in condemning these

natives to live in an area known for many years to be infected with sleeping sickness and humanity demands that they should be moved elsewhere without delay' (Watmore 1935, p.380).

In 1936, Chieftainess Mwape requested the Acting Governor to allow her and her people to return to their former home. This was refused on the grounds that Mwape's ancestors had sold the land to the NCE Company. However, he said that they would make moves to deal with the tsetse fly in her old home as well as in the reserve where she was presently situated (Dundas 1936, p.363).

In January - November 1978, a tsetse survey of the Lunsemfwa Valley was undertaken as cases of sleeping sickness had been reported there (cattle being absent from the area since 1939). Overall, 2,877 *Glossina morsitans morsitans* and 182 *G. pallidipes* were caught. An infection rate of 6.6% of *morsitans* and 6.0% of *pallipedes* by *Trypanosoma vivax* was recorded. Only 1 *G.m. morsitans* was infected with *T.congolense*; and no brucei-group trypanosomes were found. It was observed, however, that because identifications were based only on the site of infection and, as it is difficult to detect trypanosomes in the gut and salivary glands of preserved flies (unless very heavily infected), this could mean that some infections, apparently only in the proboscis, were in fact *T.congolense* or even perhaps of the *brucei* group (Hudson et al 1981).

3.3 Animal predation on villagers

The problem of damage to life and property by wildlife - given increased human populations and ZAWA incapacity - is poorly attended to, leaving villagers exposed and subject to greater food insecurity, this exacerbated by the refusal of the Government to pay compensation on the pretext that it is not covered in the Wildlife Act. The aforementioned - a major factor in rural poverty where populations of wildlife exist - is not even mentioned in Zambia's Poverty Reduction Strategy. However, legal opinion is that ZAWA (as the 'owner' of wildlife being supported on their land), and therefore Government, is liable to pay compensation for losses incurred through legal precedent under English Common Law (on which Zambian statutory law is based) (P Mvunga, 2006, personal communication, April). The likely effect of this will be to persuade ZAWA that devolution in respect of wildlife ownership is inevitable. All of this highlights the need for rural communities to be afforded legal representation and an organisation that will fight for their eco-social rights.

In the Three-rifts, as elsewhere in Zambia, there is an uneven, though mutually parasitic, relationship between wildlife and people; the one preying on the other, and in turn being supported by the other. This relationship was altered by the British occupation and the inherited template of Westminster Government that the native Africans continued with after British departure, with restrictions on hunting certain species being imposed, as well as restrictions on certain areas of settlement. However, in British times, in the 1930's and onwards, it was recognised that in certain areas large populations of elephant threatened villagers' food security, with action being taken in the form of the Game Control Department and eventually evolving into a highly centralised quango (ZAWA), where income generation predominates over villager protection.¹³⁶

The fact that animal impacts on villagers is a highly emotive issue, is confirmed by a speech of a rural MP:¹³⁷

“Mr Speaker, ZAWA goes into rural areas to cheat the people that the wildlife belongs to the nation and not local people, when, in fact, it is not true. They

¹³⁶ Chief Luembe thanks acting Governor for assistance rendered by the Elephant Control Department, 30 November 1936, in the Petauke District Notebook, p. 363.

¹³⁷ Mr Nguni (Chama South), Daily parliamentary debates for the first session of the Ninth Assembly, Thursday, 5th December 2002.

collect, for example, money through licences for hunting. They eat even the little portion they allocate for the local people, leaving hopeless people exposed. How will the local people understand the value of the inconvenience they sustain from wildlife that loots their fields? I can rest assured that one of these fine days, they will shut the doors to ZAWA in rural areas so that, maybe, we can deliberately deplete those animals because we do not see economic benefits from the inconvenience of an elephant coming to gore somebody. I have not seen the advantages of keeping lions that are going to eat people and if you kill it, you are going to be hanged. They are using the most primitive methods of torture. Mr Speaker, the situation that exists on the sharing of the portions of revenue generated from wildlife leaves much to be desired. If K1 billion has been generated, 20 per cent goes to the rural area and 80 per cent remains with ZAWA. ZAWA does not provide any social facilities in the rural areas. They claim that they own the wildlife, people walk in footpaths at the risk of snakes, lions and buffaloes which we are not allowed to kill. When people die, they do not respond. On the contrary, when an elephant dies, they come in huge numbers. We cannot accept that kind of situation.”

To this, in Nyimba district, was added the voice of its former MP (Gray): ‘where most of the land has been turned into game ranches and people cannot grow any food... in the previous season, the district only produced 10 per cent of its annual maize production’.¹³⁸ In fact only two game ranches existed at the time in the area totalling some 40,000 ha, this being in the region of 2% of the land available for planting; a good example of the sort of misinformation and deliberate lying in order to exact a benefit: food relief.

In Three-rifts, villagers are prone to attack by hippo, crocodile, lion, elephant and buffalo. In 2008, the local political official at Chitumbi village was killed and eaten by lion while on his way back from the river where he had gone to collect meat from a hippo shot by ZAWA.

In the dry season of 2006, a study of animal-human conflicts was initiated by the author in the Open Area/GMA interface on the Luangwa River, within Luembe. In the Nyambweka, Musharira and Chitumbi villages it was confirmed that damage to crops and fruit trees was caused by hippo, elephant, baboon, bushpig and porcupine, with the villagers inland in the Open Area suffering limited damage from bushpig, baboon and porcupine, all of this confirming facts long known (Frauman 2008).

3.4 Human predation on wildlife

People have, since their arrival in Three-rifts, eaten a wide variety of insects, birds, mammals and fish, using an equally varied means of capturing or killing what they hunt. They tend not to eat any animal with claws; or hares, lemurs, rats and mongoose, though they do eat monkeys, and some of them baboon. Unlike the Kunda tribe further up the Luangwa, they also eat hippo. Such bush-food is not a factor in the depletion of the animals supported on these customary lands, whereas a major factor is the failure of ZAWA to monitor hunting and fishing licences issued by them and the Fisheries Department to citizen non-residents (who simply keep killing animals on the same licence), the overshooting of lion, hippo and elephant under the hunting safari system, and the serious plunder by commercial gangs for bushmeat and ivory. These gangs include Village Scouts within the CRB and their supervisory ZAWA Wildlife Police Officers (WPOs), with the tacit support of ZAWA hierarchy, the Zambia Police and their paramilitary, and other links in the patronage chain. The principal animals targeted are buffalo, hippo and in particular, elephant (Manning 2007a), (Manning 2007b), (Manning 2007c),

¹³⁸ Mr R. Gray, MP Nyimba, Maiden speech to Parliament, 5th December 2002.

(Manning 2007d). In instances where ZAWA officers have been caught red-handed, they have not been prosecuted (Manning 2007e).

The meat from these elephant, hippo and decimated herds of buffalo, apart from what is used locally, is carried to the villages of Rufunsa and Lukwipa on the Great East Road and sold openly. Much of it is also used locally to purchase favours or the labour of villagers, or sent on to Nyimba ZAWA HQ where it is sold or shared out (Manning 2007f). The ivory, as already established, follows the traditional route through Malawi and on to one of Singapore, Manila, Hong Kong, Taiwan and eventually, Japan and China.

The CRB for the Luembe Chiefdom of Zambia's southern Luangwa Valley took the decision to suspend all their 12 Village Scouts on Thursday, 30 August 2006. This action by the CRB and its Chairman, Axon Lungu, was highly significant, for along with the Nabwalya CRB further up in the Luangwa (who opposed the removal of Mbeza Safaris by ZAWA without due legal process), it showed the beginnings of resistance by rural people - on whom GMAs were imposed - against the increasingly heavy hand of ZAWA and that of some corrupt chiefs, in the management of their lives.

Zambia has been in the grip of patronage harvesting by the very people supposed to protect wildlife for over 30 years. On 3 July 2007, the Secretary of the Luembe Headmen Traditional Committee wrote in outrage to the Director-General of ZAWA, saying that nothing was being done about the poaching of elephant and other game. In particular, he produced proof of the involvement of the ZAWA WPO Ben Mwale in the killing of two elephant, and of the ZAWA official in Nyimba, Collins Chibeka for collecting bags of meat and taking it to Lusaka. He also supplied an affidavit signed by 27 men and women, admitting that they had worked in Ben Mwale's fields in return for elephant meat. The Association has yet to receive a reply, and Mwale, Mbo and Chibeka have not been suspended, nor prosecuted. A few months later, Ben Mwale was given a pair of tusks recovered from an elephant by a fisherman (Ghandi), the latter later alleging that he had not been paid, nor the tusks sent in to Nyimba ZAWA office. Furthermore, no action has been taken by ZAWA to suspend the Village Scouts. In a previous incident the author had caught Mbo and Village Scouts at their meat filled poaching camp, and had found Chibeka waiting nearby at another camp for delivery of the meat. Although taken to the police, they declined to press charges on the grounds that no bullet could be found in the impala. Village Scouts poach excessively as they are not being paid by ZAWA.

A report compiled by the SLAMU CBNRM unit in Nyimba reported that forty-four former and current Village Scouts, bookkeepers and boatmen had not been paid for an average of fourteen months (Nkhoma 2009). Some former Scouts have been owed money for three years or more.

3.5 HIV/AIDS

That HIV/Aids is a significant mortality factor in Zambia is indisputable, though it manifests mainly along the truck routes and in the towns. In the villages of Three-rifts it appears to have less of an impact than alarmist literature would have one believe, for there are traditional supports which discourage the behaviour that leads to HIV/Aids. The fact that villagers there do not differentiate between magic and therapeutic components to medical (*muyanda*) prescriptions, may form a bulwark against a disease such as HIV/Aids, as opposed to tuberculosis, for which they have no antidote. However, infected villagers are left to their own devices with no support from the chief, the state or donors; and conventional work carried out by churches tends to be top-down palliative efforts that are not utilised by villagers to any great extent.

3.6 Mining and hydro-electric generation

The spectre of major perturbations to land untouched by man is close at hand. The Luano Valley Uranium-Coal Project – in the Lunsemfwa rift - comprises two licence areas, Lunsemfwa and Bulonga, and is part of the Exploration Agreement with Albidon Limited. The two areas cover part of two Albidon Prospecting Licences (Bulonga covers part of PLLS.246 Kamoto, and Lunsemfwa covers part of PLLS.247 Lunsemfwa), and have a combined area of 6,970 km² covering Karoo sediments.¹³⁹ Were these to be developed, particularly uranium with the impossibility of curbing the pollution inherent to this, this prime wilderness area would be destroyed.

The Lunsemfwa lends itself to hydro-schemes and it is therefore very likely that plans are already afoot to dam the area where it enters the gorge.

PART II: Luembe

4 LOCATION

The Luembe chiefdom falls within Nyimba District in the Eastern Province of Zambia, taking up all of the Luembe part of the West Petauke GMA (west bank of the Luangwa). Its boundaries are as follows: from the Petauke-Serenje district boundary intersection with the Luangwa River at the Chisani Rapids, down the Luangwa to a line leading west to a point below the Lunsemfwa/Lukusashi rivers confluence, thence up the Lukusashi to the Mulembo River, then up the Mulembo to its intersection with the Petauke-Serenje boundary and back to the Luangwa. Luembe consists only of customary land in which both leasehold (99-years renewable) and customary tenure applies. Within this area are two categories of land imposed by the Zambia Wildlife Act of 1998:

4.1 Luembe Open Area (Luangwa East bank)

This takes in all the land between the West Mvuvye National Forest to the east and down to the Luangwa, and south as far as the Mbizi Ranch boundary at Ndevu, and north to the M'nyamadzi River, the southern boundary of the M'nyamadzi Game Ranch. Both these game ranches were once Luembe customary land.

4.2 GMA section (Luangwa west bank)

This takes in Luembe's country on the west bank of the Luangwa within the West Petauke GMA between the Luangwa and the Lukusashi Rivers, and south to the Nyalugwe Chiefdom and north to the Chisomo Chiefdom.

4.3 West Mvuvye National Forest

West Mvuvye lies just north of the land alienated to M'nyamadzi, and to the east of much of the Open Area.

¹³⁹ URL:<http://Publicity: African Energy Resources Limited, Perth, Australia. http://www.africanenergyresources.com/projects/zambia.html>. Accessed: 2010-02-04. (Archived by WebCite® at <http://www.webcitation.org/5nIDrVCgT>).

5 THE AMBO TRIBE

5.1 Location

Luembe forms the core of the Ambo tribe's country which consists of five chiefdoms straddling three districts: Mkushi, Serenje and Petauke; and two provinces: Central and Eastern, with Chief Chisomo falling within Serenje, Chiefs Mwape and Luembe in Petauke, and Chiefs Mboshya and Mboroma in Mkushi. To the west, the Ambo country includes the Chifukunya Hills, to the north the South Luangwa National Park, to the south the Lunsemfwa River, and to the east some twenty kilometres or so of the eastern bank of the Luangwa.

5.2 History

The Ambo are a Bantu people of Congolese origin (Luba), who, because of land pressure and food shortages, moved to the Luapula in the early 1800's, then into the Congo Pedicle (Bukanda), and later moving east into the Nsenga country that then incorporated the Lukusashi, Lunsemfwa¹⁴⁰ and Luangwa valleys, tarrying first on the Mlembo River. This movement was remarkably similar in time and motivation to that of the tribes to the south that spread out far and wide in a diaspora known as the *Difaquane* – some of them, such as the Ngoni and Kololo, moving into the territory as well. The immigration of people still continues today with refugees escaping to present day Zambia from Angola, Congo and Zimbabwe, and in pre-self-governing days, immigrants still arriving there from Congo as late as the 1940's. The chiefdoms are ruled by matrilineages of the Nyendwa Clan, the first four originating from the founder, Kunda Mpanda, who, coming from the Mulembo River, defeated some minor Nsenga chiefs, probably headmen (as in 1902 the Nsenga appeared to have no recognised chiefs¹⁴¹), and took up their territory, and was then himself killed and subsequently buried on the Mulembo. Today the descendants of Kunda Mpanda have the honorific title of *Kankomba* (scraper of pots), with the Paramount chief of the Nyendwa royal clan (Mboroma as the line is presently called) still referred to by that name (Stefaniszyn 1956, p.17).

5.3 The Luembe chiefdom

Luembe is the senior chief of the Ambo in the Petauke/Nyimba area, forming a closely knit political unit with the Mwape Chiefdom - a chiefdom inherited in the female line and which supplies a son for the Luembe seat. On the death of an Ambo chief, the successor is selected from the surviving matrikin (family on the female side) of the family. In the case of Luembe, on his death or impeachment, his successor is selected from the surviving sons of Chieftainess Mwape – a chief subordinate to Luembe, and to Mboroma – the latter the Paramount chief of the Ambo in whom the right to trade in ivory was held and used to trade for 'the wealth' - this being guns and calico (this monopoly was called *Kulya nsofu*, the meat of the elephant, but from the time of the original Paramount Chief Mboroma, this monopoly faded). A candidate for an Ambo chieftainship from a minor matrilineage, other than that of the deceased or impeached, is inconceivable. A chief is selected by headmen of the land – whom he has no power to appoint - as well as by his close matrikin. The selection of a chief is supposed to be primarily by people of the land since village headmen acting as councillors, *mpemba*, either accept the proposed heir, or else he is passed over in favour of a man of more equitable temperament and greater ability (Stefaniszyn 1964, p.53).

Recently, the Luembe Chiefdom was in the midst of a major attempt to remove its chief, Senior Chief Luembe, for selling off their land and a litany of complaints concerning human rights abuses carried out by him against them. Removed once from office, then replaced without

¹⁴⁰ Now incorrectly called the Luano Valley, the name taken from the Lala speaking, Lwano tribe, people inhabiting the valley's western end.

¹⁴¹ Petauke District Notebook, National Archives, Lusaka, 1902, P. 461

recourse to traditional systems by the Minister of Local Government, he was due to appear in the Kabwe High Court in June 2007. Investigations were also at one time underway against him for his attempt to illegally alienate part of the adjoining West Mvuvye National Forest No. 54 by promised. He also failed to place a caveat against the 99-year alienation of the M'nyamadzi Game Ranch. At the time the chief was a co-director and trustee of the Luembe Conservancy Trust (not to be confused with the Royal Luembe Trust) - whose mission was to conserve the wildlife and land for the benefit of the villagers – and had at the same time given his blessing for the same area to be taken over by the Trust in a joint forest management agreement with the Department of Forestry.

At the end of May 2008, the House of Chiefs conducted a two-day inquiry at Kalanshya School in Luembe. Six chiefs interviewed Luembe, the community and the family line headed by Develias Besa Phiri – allegedly the legitimate chief. In October of 2008, the House of Chiefs reported as follows:¹⁴²

The late Senior chief Luembe (White Chibuye) – deceased 1990 - had appointed Develias Besa Phiri to take over from him as Senior Chief Luembe upon his death and had requested Phiri, a teacher, to be transferred to a nearby school so that he could groom him for the chieftaincy, the Ministry of Education complying with the request. On his death, the chieftaincy was passed by Chieftainess Mwape to her son, Francis Kalungu Njovu, who has been acting chief since 1991, though his appointment having not been recognised by government. In 2005, the House of Chiefs removed Njovu's stamp as Senior Chief Luembe. The Nyimba District Council had failed to safeguard important documents in the wrangle, many having gone missing.

The House then recommended the following:

- i) The original arrangement where the lineage of the senior sister succeeded to the Luembe throne and the junior sisters' lineage succeeded to the Mwape throne should be maintained.
- ii) The family of Develias Besa Phiri from the senior sister should select a person to succeed to the Luembe throne.
- iii) Chieftainess Mwape should only play an advisory role in matters concerning succession to the Luembe throne.

In March of 2009, the Zambian President took the advice of the House of Chiefs and gave orders for the removal of Njovu, confirmed by a notice in the Government Gazette. The inauguration of Develias Besa Phiri as the new Senior Chief Luembe was expected in July 2009 but political machinations continue to tamper with due traditional process, the Nyimba District Commissioner being removed after numerous complaints that he was delaying the inauguration, having formed a liaison with Chieftainess Mwape, Luembe's sister. In November, the State President re-appointed Francis Njovu as Senior Chief Luembe. The family of Develias Phiri then made a legal declaration on the matter, and now await a High Court decision.

5.4 Land tenure

The Ambo people, in common with other tribal nations in the territory, have the right to a garden within their chief's country, the individual choosing the land under the direction of the headman and in consultation with the villagers. This allocation would be reported to the chief, something he would not refuse. The elderly and widows are given land close to the villages by headmen; village sites being apportioned by the chiefs since the 1940's or earlier. In the early

¹⁴² House of Chiefs report on the succession wrangles in Petauke and Nyimba district, October 2008.

part of the BSA Company administration, new village sites required the permission of the Native Commissioner in order to prohibit the establishment of small and isolated villages.¹⁴³

5.5 Customary land alienations

5.5.1 Introduction

Mwape and Luembe were the first chiefdoms to sell off all of their land on the east bank of the Luangwa River to the North Charterland Exploration Company (NCE Company). More than a hundred years later, having been given back their land, Chiefs Luembe, Mwape and Nyalugwe have all sold off customary land greatly in excess of 250 ha. without the agreement of their headmen and subjects, but with the consent of the District Councils and the Commissioner of Lands. One current case involves Chieftainess Mwape: she sold that part of the West Mvuvye National Forest (No. 54) once under the Mwape chieftainship – even though it is now fully protected state land. The buyer, Zaeed Patel, with the assistance of land agents (Thomas Mwendwe), the Council of Mwape chieftainship and a few headmen agents, signed an MoU on 12 March 2005, and with the assistance of their Lusaka-based attorney received 99-year leasehold title from the Commissioner of Lands. This was done despite the fact that the Luembe Conservancy Trust was negotiating a Joint Forest Management (JFM) lease with the Department of Forestry in respect of all of the Mvuvye, as well as for an MoU with the Mwape Chiefdom. This would have allowed the latter to derive benefits from its former traditional area of ownership. And carried out despite the Luembe Trust assisting the Chieftainess in her efforts to reclaim another area of land alienated by her late mother to the Petauke District Council, and later obtained by a Mr Iqbal Alloo. Following complaints from the author and the brother of Mwape and Luembe, the Patel lease was supposedly cancelled by the Attorney-General on the advice of the Surveyor-General. But this was not done. No investigation has ever been conducted by the Anti-Corruption Commission or the Commission for Investigations concerning the actions of the Forestry Department, the Nyimba Council, the Chieftainess, the Commissioner of Lands, or the attorney who facilitated the process. Furthermore, certain reporters of The Post Newspaper, normally vigilant in these matters, also declined to report the matter.

On the 24 June 2006, Senior Chief Luembe signed an MoU establishing a partnership between the land speculators, Messrs Baldry and Younger and the Luembe customary community, for the future alienation of that part of the West Mvuvye National Forest that had once been part of the Luembe chiefdom. This did not eventuate in alienation.

5.5.2 Mbizi Ranch

Mbizi Ranch – bordering on the Nyalugwe Chiefdom in the Open Area - was obtained by Indian businessmen in 1995 under 99-year leasehold. In this they were assisted by the Lands Act of 1995 that made such alienations possible for the first time. No evidence exists of any benefit of the sale to the customary community. The property was later sold to an American businessman for a considerable sum, again with no benefit accruing to the community from the purchase. The present owners have built a clinic and computer facility, and maintain a road to Ndevu. The property is once more up for sale.

5.5.3 M'nyamadzi Ranch

The 10,500 ha. ranch in question (property No. f/10005; certificate of title No. L9879), is on a 25-year provisional lease, registered 9th March 2001, though obtained in 1998, without any

¹⁴³ Land tenure, Petauke District Notebook, 1912, P. 218.

benefit to the community and with Senior Chief Luembe failing to place a caveat with the Ministry of Lands preventing it being alienated to 99-year leasehold.

In a letter written in 2004, by the Luembe CRB to ZAWA, they stated:

The M'nyamadzi section of Luembe was given to a foreigner by Senior Chief Luembe, with the agreement of the Nyimba District Council, and the obtaining of an investment licence from the Zambia Investment Centre (ZIC) for a provisional lease of 14 years. The agreement with the ZIC required the owner to fence the property and develop certain infrastructure. This has not been done and we have discovered that the lease has been illegally extended to 25 years on the original document held by the Commissioner of Lands. And more, without consulting us as required by the Wildlife Act, a hunting quota was issued to the Company to conduct hunting safaris without our involvement and without the knowledge of local ZAWA officers. And we understand that certain species have been shot without ZAWA officers being present, some of these species (such as lions) which are very scarce in our open area, and for which we have received no income. As well, we have discovered that workers employed by M'nyamadzi have been poaching animals.

The Luembe CRB therefore urgently request the following:¹⁴⁴

- i) That no quota be issued in the future to M'nyamadzi.
- ii) That a copy of the quota and the species shot be given to us.
- iii) That all money from licence and concession fees be given to the CRB, as well as compensation for our having to come to Lusaka and to hire lawyers to represent us.
- iv) That M'nyamadzi report on how the meat from the animals was given to the community.
- v) That the M'nyamadzi do what they have agreed to do under their investment permit, meaning they must fence the property in such a way that it is with our agreement, and within the next six months.
- vi) That they must then buy the species inside the fence and pay the full price to the Luembe CRB/ZAWA.
- vii) That any other species within the Luembe hunting block and Open Area which they may wish to buy to be agreed to only with our permission and with certain conditions given by us, and that the price be negotiated by us and ZAWA.
- viii) That ZAWA supports us and our patron and his headmen, in obtaining direct benefits from our wildlife for our community.

No reply was ever received to this letter, nor to an application by the community for harvesting rights to wildlife in the remaining part of the Open Area, as allowed under the Wildlife Act.

The Luembe Trust then took the matter further, inquiring of ZAWA as to the actual boundaries between the game ranch and the GMA across the river, and ZAWA confirming that the entire river was included in the GMA. The Surveyor-General in the Ministry of Lands stated that private land may not encroach closer than 60 metres from the Luangwa, although hippo and crocodile are annually issued on quota by ZAWA to the ranch for safari hunting, ZAWA therefore issuing licences for animals to be shot outside of unfenced private land, and on customary land, or by their own definition, on GMA land. No EIA by the Environmental Council of Zambia (ECZ) of the present fence construction has been carried out, nor any

¹⁴⁴ Letter by Chairman Luembe CRB and Senior Chief Luembe to ZAWA, 9 November 2004.

consultations with the local community, the Mbeza concessionaire, or the Forestry Department; as is required by the Fencing Ordinance of the Agricultural Lands Act. Furthermore, the quotas issued for the ranch are not sustainable for the area, with offtakes obviously denuding the West Mvuvye National Forest to the north, the Nyimba Open Area to the south and the West Petauke Hunting Concession to the west (the Nyimba Open Area in Luembe having been set aside for use as a community game ranch under a usufruct lease managed by the Luembe Conservancy Trust and negotiated in 2003). Scrutiny of the two quota sets is evidence of corruption within ZAWA/SLAMU.

6 KAZUMBA OPEN AREA SECTION

The lower terrace of the Open Area lying between M'nyamadzi Ranch and Mbizi Ranch was vested in the Luembe Conservancy Trust in 2003 for use as a community game ranch. In 2005, on the removal of Luembe from the chieftainship, he arranged to sell part of the area to a Petauke trader, Ridwaan Munshi, bribing headmen and receiving an undisclosed sum and promises of a new vehicle. Munshi then allegedly bribed a Nyimba District Councillor who backdated the application.¹⁴⁵ Munshi later withdrew as a result of threats of legal action. As a result of this, relations between the author and Luembe was strained to the extent that the Trust was unable to function for four years. In early 2009, the Trust agreed to continue working for the benefit of the community and the chief was once more paid an allowance as co-director of the Trust. In February 2009, a chief's councillor reported to the Trust that Luembe had again applied to the Nyimba District Council for their approval on the sale of the land to the same Ridwaan Munshi. This application was refused by the Council. In June 2009, with the removal of Chief imminent, the pair made a last effort to complete the sale, with Munshi allegedly donating a vehicle to the Council and bicycles to the councillors, who then agreed to the sale. A writ of summons was issued in July 2009 by the Luembe Trust attorneys, and injunctions placed against Ridwaan Munshi and the Nyimba District Council. In August of 2008, a Catholic Church Taskforce investigated the sale of 4,500 ha by the chief to a Ridwaan Munshi, discovering that only 50 out of 219 headmen had approved the sale of the land, that the land encroached on village farming lands, that the community was not widely consulted and that headmen were given \$10 in local currency to sign. As of September 2010, the Luembe Trust and Gamefields, having obtained an injunction stopping further building on the land, still await the decision of the High Court.

7 PROTECTED AREAS

7.1 Luembe section: West Mvuvye National Forest

The author met with one of the new investors in the M'nyamadzi Game Ranch, Tom Younger (originally invited to invest through the Luembe Conservancy Trust), who had formed the Royal Luembe Trust to act as the vehicle for taking over the Luembe section of the West Mvuvye National Forest. He told the author that the forest was a local forest, that he had made the necessary application (with the agreement of Senior Chief Luembe and the Nyimba District Council) for a 14 year provisional lease and that this had, after an interview, been personally granted to his Royal Luembe Trust by State President Mwanawasa (T Younger 2007, personal communication, 24 April). The application for alienation of the national forest did not materialise, and at the time it had not been de-gazetted from a national to a local forest (Manning 2006a).

¹⁴⁵ Richard Besa. 10 March 2009. Letter to the Commissioner of Lands, Lusaka.

7.2 West Petauke GMA

It has been mooted by the REMNPAS reclassification project to increase the protected area status of some remote GMAs by making them National Parks or wildlife reserves having an intermediary status between GMA and National Park. One of the three areas under consideration is the three GMA block in the southern Luangwa-Lukusashi-Lunsemfwa Valleys, Chisomo, West Petauke and Luano GMAs (Pope 2006).

8 KEY LEGAL ISSUES

8.1 Luembe CRB

The Luembe CRB is elected by the community and hold a seat on the Luembe Conservancy Trust. On 20th January 2008, Lewis Saiwana, the D-G of ZAWA, called a meeting of the Nyalugwe and Luembe CRB in Lusaka to agree on the termination of Mbeza Safaris hunting concession in the West Petauke GMA. Saiwana stated that the meeting had been called so that the CRBs could assist ZAWA with the re-allocation of the West Petauke, Nyampala and Msoro hunting blocks to new investors by endorsing letters of termination addressed to the present operators. The Luembe CRB Chairman refused to agree with the move for termination as:

- i) The operators were not present at the meeting to defend themselves as they should be, given that hunting agreements are signed between three parties - ZAWA, the CRBs and the Operators;
- ii) The Luembe community did not want Mbeza Safaris out of the area, having previously submitted to ZAWA three CRB letters in favour of the operator; and
- iii) He was not given enough time to consult the rest of his CRB before the meeting was called.

The Luembe Chairman stated that he therefore had nothing more to add.

Saiwana responded by accusing the Chairman of receiving money from Mbeza and having his children sponsored for schooling in South Africa. The D-G further alleged that Mbeza had not hunted for one year and that ZAWA could not allow this. Saiwana added that they could not wait until they received back their self-employed work permits. He concluded by saying that “the government had informed him that the Mannings would not get another work permit, hence they cannot wait”. Saiwana then repeated that instructions had been given for the termination of the hunting agreements and that the areas would be advertised before the end of January. He further insisted that the CRB members should sign the termination letters. The Luembe CRB Chairman spoke up and stated that they could not do so without community/CRB consultation first.

On 24 August 2008, Chief Luembe and ZAWA called a public meeting in Luembe where they removed the CRB Board. In April, a new board was elected amidst threats by the ZAWA Nyimba official, Andrew Nkhoma, against the previous Board Chairman. Since that time the new CRB Board have refused to have any dealings with Mbeza Safaris or the Luembe Trust, though the current Chairman has been employed as a teacher by the Trust since that time.

There are three game camps in Luembe: Chisanga, Ndevu and Kalanshya (recently torched by villagers) with nine village scouts, five assistants, three ferrymen and a bookkeeper, all of whom are owed an average of 14 months salary. CRB Scouts say that the reason given by ZAWA for not paying them is that the hunting operator in the Luembe section of the hunting block, Bimm’s Travel, had failed so far to hunt. As of the end of August 2009, the ex-Chairman of the

Luembe CRB reported that Bimm's Travel's sub-lessee was clearing tracks preparatory to hunting. As the Hunting Concession Agreement requires an operator to pay his concession fees in advance, this explanation by ZAWA is a fabrication.

9 THE STATE OF LUEMBE

Luembe is besieged by rumours of witchcraft. Reports on the 'fire of witchcraft that Francis (the chief) has set blazing in Luembe' suggest a chiefdom severely stricken. Rumours of twisted sorcery have also spread to the chief's sister, Chieftainess Mwape (in the adjacent chiefdom), who was recently set upon by villagers and beaten for failing to protect them (with her witchcraft) from elephant, which had killed ten people. Thirteen villagers were arrested and are to be charged (Anonymous villager 2009, personal communication, June).

From year to year conditions remain much the same - the villagers dealing with floods or droughts, severe animal depredations, very poor and restricted education and health facilities, a lack of motorable tracks and transport, the lack of markets for crops and honey (the people of Nyambweka have a bee project but cannot sell their produce), a people caught in a time warp where the Government of Zambia is to them largely irrelevant. Women bear the brunt of the continuance of sexual cleansing and are pestered even during the funerals of their husbands. There are a far greater number of women than adult men in the villages, with the men working elsewhere as migrant labour, an unhealthy situation.

On the western side of the Luembe is the Mbilisao community. They live in isolation a few kilometres away from the banks of the Lukusashi River. The community numbers 1,350, living under four headmen. As there is no shop, people have to walk twelve km to buy salt and soap. There is no health centre.

The education scenario is equally grim: the school consists of 120 children taught in two classrooms, with four teachers grappling with seven grades, these teachers paid by Gamefields. There are no Government teachers. There are no toilet facilities, no windows and no desks, paper, pens or seats, and the nearest potable water is four km away. The parents have no money to improve the situation. The teachers started spending more and more time away from their duties until the villagers removed them in August 2009. Gamefields subsequently replaced them. The closest clinic is eight km away on the west bank of the Lukusashi at the Chingombe Rural Health Centre. Very ill patients must be carried there - this with great difficulty in the rainy season, with the river high from November to May, and with crocodile attacks frequent. Malaria is prevalent, and possibly some HIV/AIDS and tuberculosis, with no sensitisation programme ever conducted in the area. Deaths are ascribed to sorcery.

Food crops planted on the rich alluvium are prone to flooding, thus food security is based on bush fruits. Sorghum, rice, millet, sweet-potatoes, groundnuts, pumpkins, cassava and two crops of maize are grown annually. Chitemene is practiced, but much reliance is placed on the alluvium. Baboon, monkeys and buffalo are the main raiding animals. As the fields are on the river and the villagers located a few kilometres away, the maize cobs have to be carried out on flooded paths, then shelled and carried for three to four days to market. There are no boreholes, no hammer mills, and no extension officers - though the author sent one village leader on a conservation farming course - and the last Government official to visit was during the elections in 2006. The local MP has never visited. The area, rich in wildlife, is an open-access area plundered by bushmeat gangs coming from the Great East Road whom villagers greatly fear.

The other community of the GMA are the people living on the east bank of the Luangwa River on the Chisanga River - the villagers of Chitumbi and Mushalira, considerably better off than Mbilisao. They have a large school, a health clinic, a flying doctor airstrip, a school in which

there are two Government teachers and an additional two paid for by Gamefields, though the headmaster is absent two weeks out of four as a result of his journeys to Petauke to fetch the pay. There is one ZAWA game camp, Chisinga, which at the time of the author's operation of safaris in 2005-2006 was an outpost of a crime syndicate collecting ivory and bushmeat for onward transmission to Nyimba.

The Open Area on the eastern side of the Luangwa is easily accessible from Nyimba, the villagers better off than their fellows on the Luangwa, and certainly very much so when compared with Mbilisao. There are a few villages along the Luangwa (Nyambweka), and near Kalanshya wildlife camp further inland. Children must walk some eight km daily through lion and elephant country to the Ambo school near the Chief's HQ. This school has 351 pupils. Although it is short of teacher housing and toilets for the pupils, it is better off than Chitumbi, and in turn, Mbilisao. The nearby Chalubilo Heath Centre has one nurse and three untrained assistants. Further down the road towards Nyimba are a series of villages served by the Chinambi Clinic and the Chinambi Basic School.

Most of the agricultural activity in the area takes place along the Chief's HQ to Nyimba road, served by a truck / taxi service on a daily basis.

PART III: Nyalugwe

10 THE CHIEFDOM

The Nyalugwe Chiefdom lying to the south of Luembe should have been the chiefdom of Chieftainess Chitambo, a Nyendwa clan member, but the Provincial Administration appointed Nyalugwe, a Chikunda elephant hunter, as chief. The Chikunda were formed as a result of the slaving activities from the 1880's of the Goanese *prazo* land-holders of the Zambezi Valley. The Goanese captured slaves for their estates and commanded a mixed force of slaves, ex-slaves and mercenaries called the Chikunda, whom they formed into raiding companies and set loose in search of slaves and ivory. The Chikunda subsequently operated as mercenaries-for-hire to the Valley chiefs. They were mightily feared and one of them, Matakenya, was still recalled with dread in the Mfuwe area of the mid-Luangwa eighty years or so later (Astle 1999, p.6). By 1902 however, the Chikunda appear to have attained tribal status, being found scattered amongst the Asenga whom they had raided in the past, with Nyalugwe being a major stronghold.¹⁴⁶ Current residents speak a mixture of Tande and Nsenga languages - the Tande having been brought up in the past by the early Chikunda from present day Zimbabwe. Pure Tande has now almost completely disappeared (P Nyalugwe 2009, personal communication).

11 CUSTOMARY LAND ALIENATIONS

Encouraged by the new Lands Act of 1995, Chief Nyalugwe alienated some 20,000 ha. of land bordering the Luangwa and Nyimba River to Leopard Ridge Safaris (owned by Ross Michelson). The latter then fenced and stocked the area, conducting a few hunting safaris. In 2005, villagers informed the author that Rashid Randera was fomenting the removal of Michelson due to a long standing wrangle over the Nyampala hunting concession, and that the commercial cooking oil company, Amanita, was seeking land on leasehold for an oil palm plantation. The author opposed such moves on the grounds that the people of Nyalugwe had not agreed to it, and that such an alienation would remove a large area of land from the people forever. On 8 March, Chief Nyalugwe, in an interview with a Post reporter, called for the removal of Mbeza Safaris from the area (Phiri 2006a). When questioned by the same journalist,

¹⁴⁶ Petauke District Notebook (1902), National Archives, Lusaka, P. 461.

the author replied that this request by the chief was due to the author's opposition to leasehold alienations and not for the reasons the chief had put forward – that he had not been paid the necessary hunting fees (Phiri 2006b). In early June, Nyalugwe wrote a letter to the President – leaked to a reporter on The Post newspaper (a self-admitted OP operative), calling for the author's and Michelson's deportation – as well as the deportation of a leading opposition politician, Guy Scott (Phiri 2006c). This followed Rashid Randera taking the chief to the D-G of ZAWA (Saiwana) to have Mbeza and Michelson removed, and thence to State House for a meeting with the President's Principal Private Secretary, Webby Chipilli.

In 2007/8, Michelson and his partner, harried and hounded by corruption, sold the ranch.

12 LEGAL ISSUES

12.1 Nyalugwe CRB

On 17 April 2008 a meeting of the CRB was called to discuss the issue of the Board Secretary (Lameck Zulu), who had been taken to ZAWA HQ in January for a meeting called by the ZAWA DG, Saiwana, to terminate the Mbeza concession; and of the Chairman (Frederick Tembo), who signed the letter of termination without due permission of the Board or the Patron, Chief Nyalugwe. Although the chief appeared unhappy at the events, he did not resist any further and ZAWA summarily gave out concessionary rights to Hunting Horizons Ltd. The serving term of the current board expired in March 2009, but no new board has been elected. ZAWA owes CRB scouts their salaries, causing many of the trained scouts to take up employment with Piamanzi Ranch – now called Nakeenda Ranch, under its new owners. The CRB has ceased functioning, crop raiders are not dealt with and poaching proceeds uncurbed. A letter from the Secretary of the CRB to the D-G ZAWA on 1 April 2006, stated the following:

In 2003, Nyalugwe did not receive a share of the 'underachievement' of quota utilisation by the operator, Mbeza Safaris (owned by the Mehta bros.) In 2004, Mbeza safaris under new ownership, paid an 'underachievement' fine of \$42,560 in June of 2005. Yet at the time the CRB was owed K86,776,314, or approximately \$27, 000.

The Nyalugwe CRB Audit report by ZAWA for September 2004 – May 2007 revealed that for most of the period the CRB had not received funds, and that the theft of money from the funds held in the account was a serious issue. In addition, a hammer-mill bought with CRB funds, kept no books of account. The same situation persists to the present time.

In 2009 no hunting took place in Nyalugwe, and the concession fees supposedly paid by Hunting Horizon Safaris (Tony Masutu) were not used to settle the salary arrears of the Nyalugwe Village Scouts. Hunting Horizons carried out one three-week hunt on the Nakeenda Game Ranch. In 2010 no hunting took place and Chief Nyalugwe has finally taken his complaints to the Minister.

12.2 Nyalugwe Conservation Trust

On 20 December 2008, an application was made to ZAWA/REMNPAS by Chief Nyalugwe (assisted by Gamefields), for registration of the Nyalugwe Community Game Ranch. It was proposed in the letter that this land would be sub-leased to Gamefields Limited who had developed the Landsafe development model for Zambian chiefdoms. On 27 May 2009, Chief Nyalugwe signed an agreement with the Landsafe facilitator, Japher Mbewe, for the future implementation of a Landsafe Chiefdom Conservancy in his chiefdom. The purpose of this agreement was for the Nyalugwe Customary Authority to agree to have Gamefields assist it in

implementing a Landsafe conservancy system in Nyalugwe whereby the Nyalugwe Conservation Trust Society would be established, followed by a petition to the Minister of Lands for the creation (initially) of the Nyalugwe Conservation Trust and the vesting therein of the former Chilinga Native Reserve, followed by other land considered suitable for development. Once ZAWA had cleared the way for the game ranch, Gamefields – under an agreed set of conditions, terms and payments – would sub-lease the land. With the Landsafe Foundation, it would assist the Trust to enter into co-management agreements with the Nyalugwe CRB over wildlife and the GMA, and with the Departments of Fisheries, Forestry and Water Affairs. Subsequently, on 24 April 2009, the Nyalugwe Conservation Trust received its registration certificate from the Registrar of Societies; and on 25 June 2009, the Minister of Lands signed the certificate incorporating the Trust under the Lands (perpetual succession) Act, the Chilinga thus being vested in the Trust.

In July, ZAWA completed a survey of the ranch, and has recommended its registration. In September a social scoping exercise was carried out by ZAWA that gave assurance of the community's support. Unfortunately, the documentation from the Ministry of Lands was not available to include in the application, and the Trustees were unaware that ZAWA HQ wished to be present at the initial signing. As yet no official document has been produced by ZAWA, though they have accepted that the community are free to do as they choose with their land.

13 THE STATE OF NYALUGWE

13.1 Education

There are six basic government schools in the chiefdom: Nyalugwe, Muchamadzi, Mombe, Mkoma, Unyanya, and Kasansamula; and four community schools: Nyamwalika, Mkoma (GMA), Ucha and Chimilala. A Secondary school is currently under construction at Mombe. Most of the existing schools were built before 1964. According to the registers, attendance is good. Government provides some financial grants. For grade one, GRZ introduced a curriculum to ensure that pupils can read and write in the vernaculars of Nyanja, Bemba, Lozi, Tonga, Kaonde and Luvale. Most of the schools lack staff housing - one of the main reasons teachers are reluctant to serve in rural areas, although the late or total failure to pay hardship allowances is another.

13.2 Agriculture

In April, 2006, at the request of Chiefs Nyalugwe and Luembe, the author met with the Disaster Management Unit (DMU) in the office of the Vice-President to determine why food relief had not been forthcoming for some communities in the West Petauke GMA, hard hit by animal depredations and flooding of villages and cropland. The investigation revealed that money had been released to agents – the Adventist Development and Relief Agency International (ARDRA) - in January, but that they had not yet delivered. The army then promised to deliver food. In addition, undertakings were given to villagers by the DMU and ZAWA in March 2005 to empower specified community members and professional hunters to undertake crop protection; these promises were not kept. The author had assisted the Director of Conservation in ZAWA at that time (Lewis Saiwana), in providing training guidelines originally written by Barry Shenton, former Senior Warden and veteran of the elephant control group in the Department of National Parks & Wildlife. Later some professional hunters had assisted with the training of control guards.

In the 2008/2009 season, there was no flooding. Chitemene is followed widely along traditional lines, no agricultural extension officer visiting since 1992. Wildlife crop damage remains a critical factor in limiting yields. During times of drought food relief is supplied, with ARDRA

providing cooked wheat and maize. The poor receive no inputs of seeds or fertiliser, though the COMACO project is assisting with rice production.

13.3 Health

The chiefdom is served by two health clinics: Nyalugwe Rural Health Clinic (RHC) and Kachalola RHC. The former is at the Chief's HQ 23 kilometres from the Great East Road, and the latter 500 metres from the Great East Road. At each RHC there should be four members: the clinical officer, nurse, cleaner and a watchman, but only two of these are in place. Malaria remains the main problem due to a shortage of drugs, particularly for the under-fives. ARDRA left ten health posts not functioning after a three-year project, the buildings abandoned.

13.4 Wildlife

There are wildlife camps at Kasolo, Mulilanama and Fundo with a ZAWA WPO in charge and manned by nine Village Scouts, four assistant Village Scouts and one bookkeeper. Seven former Village Scouts and bookkeepers are still owed salary arrears after three or more years. ZAWA occasionally provide rations for patrolling, but as they have not been paid for many months these patrols are likely poaching operations for meat and ivory. In 2005, Mbeza Safaris supported the patrolling with an input of US\$21,000, assistance that the D-G of ZAWA refused to recognise as being part of the pledges made in the Hunting Concession Agreement. Elephant crop damage is particularly severe in the villages of Chilinga, Nyalugwe, Cholibe, Kamatukila, Nyangwele and Musonda with little help forthcoming from ZAWA for the protection of villagers.

13.5 Forestry

Since the 1980's illegal timber offtakes of Mukwa (*Pterocarpus angolensis*) have been prevalent. The Forestry Department occasionally confiscates illegal offtakes.

13.6 Justice

The local court holds its sessions in an abandoned council house. There is one clerk acting as a messenger, with one presiding Assessor. They travel monthly to Petauke to collect their pay.

13.7 Extension services

An officer from ZAWA/SLAMU attends meeting of the Nyalugwe CRB but no extension officers do agriculture visits.

13.8 Credit availability

The only time credit has been made available was in 1988 when Global 2000 provided funds for agriculture.

PART IV: State of the Three-rifts and Government services

14 OFFICE OF THE PRESIDENT – EASTERN PROVINCE

In 2007, the Auditor-General reported on the Provincial Administration, stating that:

The Constituency Youth Development Fund was created by Government to finance and support community youth projects in all constituencies in the

country in order to promote youth participation in social economic development and empower them to improve their livelihood. Each constituency would have its own Constituency Youth Development Committee that would be responsible for among others to receive, consider and approve project proposals. However, the administration of the funds was to be done by Local Authorities.

The funds were provided for under the Ministry of Sport, Youth and Child Development, and were disbursed to Local Authorities through Provincial Accounting Control Units (PACU). During the year under review, PACU received an amount of \$190,476 for various youth projects in 19 constituencies. In turn, PACU transferred the funds to Local Authorities according to the number of constituencies in each district. Each constituency received \$10,000. An examination of financial, stores and other related records maintained by PACU, Local Authorities and some selected youth groups that were funded, as well as a physical verification of the projects carried out in selected constituencies in Petauke, Lundazi, Katete, Chama, Mambwe, Nyimba and Chadiza revealed the following:

Amounts totalling \$20,000 were paid by four councils to various suppliers for the delivery of materials for youth projects such as piggery, carpentry, tailoring and fish farming among others. However, visits to the sites in September 2008 and enquiries made revealed that the projects were non-existent. And various materials in amounts totalling \$2,630 were unaccounted for. One council had only disbursed 50% of the funds after a year; and although \$251,000 given to rehabilitate schools in five councils had been released various works were either not completed or not attempted.

15 HEALTH

In 2007, the A-G reported that \$9 million in grants were given to the Provincial Health Office in Eastern Province, \$83,000 in withholding tax had not been deducted from officer allowances, \$1 million third party payments were made without supporting documentation, and \$18,000 in salary advances were not recovered.

16 AGRICULTURAL AND COOPERATIVES

The Auditor-General's report of 2007 revealed that the Chipata Agricultural Coordinating office received a provision of \$3 million for its programmes, but only \$2.78 million was released. The five district Coordinating Offices received \$942,000, although \$1.19 million had been provided; \$47,000 in payment vouchers was not made available for audit; \$139,000 in imprests were unretired; \$4,000 in salary advances were not recovered; \$23,000 had been spent on stores without receipts. In the Chipata district office \$53,000 was not accounted for; in Petauke \$20,000; in Katete \$27,000; Lundazi \$31,000; and Mambwe \$28,000.

In 2009, the state of crop collection and marketing was dire, with complaints that the Food Reserve Agency (FRA) only became active during the marketing season - and as in Nyimba, very late - and not when the rains start; and that they have reduced the number of bags of maize that would be purchased. Furthermore, the tobacco planters, who have borrowed money to grow their crops, find there are no buyers at the tobacco sheds (Miti 2009). The same state affairs took place in 2010.

17 REFERENCES

- ASTLE, W.L. 1999. A history of wildlife conservation and management in the mid-Luangwa Valley, Zambia, British Empire and Commonwealth Museum.
- DARLING, F.F. 1960. Wild life in an African Territory. Oxford University Press.
- DUNDAS, C.C.F. 1936. Report on Indaba in Petauke on 30 November 1936, Petauke District Notebook.
- FRAUMAN, EVELYNE. 2008. Geographical information system building for the Luembe customary area of Zambia: utilisation of geographical information system for human-animal conflict management. Draft Thesis, MPhil Wildlife Management, University of Pretoria.
- HUDSON, J. E., KATHURIA, K.D.S., SIMWANZA. F.J. 1981. Tsetse survey in the Lunsemfwa Valley, Zambia. *Zambia Journal of Science and Technology* 6:11, 20-27
- MITI, CHRISTOPHER. 2009. MMD leadership is mediocre – Daka in Chipata. The Post Newspaper, Lusaka, 14 June
- MOSS, PETER DE VERE. September 2009. Burning Kafue National Park – an annual tragedy. Final draft of article for Black Lechwe Magazine, Lusaka.
- NKHOMA, G. A. 26 May 2009. Report by SLAMU Nyimba CBNRM Unit to SLAMU Petauke office on outstanding salaries. Zambia Wildlife Authority.
- PHIRI, BRIGHTON. 2006a. Elephant are threatening human life in my area – Chief Nyalugwe.’ The Post Newspaper, Lusaka, 8 March
- PHIRI, BRIGHTON. 2006b. ‘Chief Nyalugwe has sold people’s birthright to land – Mbeza MD. The Post Newspaper, Lusaka, 15 March
- PHIRI, BRIGHTON. 2006C. Chief Nyalugwe asks Levy to deport Mbeza Safaris director. The Post Newspaper, Lusaka, 21 June
- POPE, ADAM. 2006. ‘A Preliminary Examination of Public Private Partnerships in National Park Management in Zambia.’ Whydah Consulting, Lusaka.
- SAVORY, A. & BUTTERFIELD, J. 1999. Holistic management: a new framework for decision making. Island Press.
- STEFANISZYN, BRONISLAW. 1956. The Ambo of Northern Rhodesia. Unpublished PhD thesis, The University of Witwatersrand.
- STEFANISZYN, B. 1964. Social and ritual life of the Ambo of Northern Rhodesia/Edited with a foreword by Raymond Apthorpe. London: Published for the International African Institute by the Oxford University Press
- TRAPNELL, C. G. 1943. The Soils, Vegetation and Agriculture of North-Eastern Rhodesia. Government Printer, Lusaka.
- WATMORE, H.A. 1935. Petauke Tour Report No 2/1935, Annexure 3. Petauke District Notebook.

Internet

- Manning, I. P. A. 2006a. WEST MVUVYE NATIONAL FOREST NO. 54. Zambia Conservation. 2009-12-20. URL:<http://zambiaconservation.blogspot.com/2006/11/west-mvuvye-national-forest-no-54.html>. Accessed: 2009-12-20. (Archived by WebCite® at <http://www.webcitation.org/5m9qxPj2U>)
- Manning, I. P. A. 2007a. ELEPHANT ANARCHY DESCENDS ON NYALUGWE. Zambia Elephant Times. 2009-12-20. URL:<http://zambiaeletimes.blogspot.com/2007/10/elephant-anarchy-descends-on-nyalugwe.html>. Accessed: 2009-12-20. (Archived by WebCite® at <http://www.webcitation.org/5m9rPfYhu>)
- Manning, I. P. A. 2007b. FOLLOW-UP ON NYALUGWE POACHING. Zambia Elephant Times. 2009-12-20. URL:<http://zambiaeletimes.blogspot.com/2007/08/follow-up-on-nyalugwe-poaching.html>. Accessed: 2009-12-20. (Archived by WebCite® at <http://www.webcitation.org/5m9rIWsoK>)

- Manning, I. P. A. 2007c. MACHINE GUN WIELDING ELEPHANT POACHING. Zambia Elephant Times. 2009-12-20.
URL:<http://zambiaeletimes.blogspot.com/2007/11/machine-gun-wielding-elephant-poaching.html>. Accessed: 2009-12-20. (Archived by WebCite® at <http://www.webcitation.org/5m9rXPTIs>)
- Manning, I. P. A. 2007d. NYALUGWE VILLAGE SCOUT FOUND WITH TUSKS. Zambia Elephant Times. 2009-12-20.
URL:<http://zambiaeletimes.blogspot.com/2007/08/nyalugwe-village-scout-found-with-tusks.html>. Accessed: 2009-12-20. (Archived by WebCite® at <http://www.webcitation.org/5m9rdwfx5>)
- Manning, I. P. A. 2007e. ZAMBIA WILDLIFE AUTHORITY CRIME SYNDICATE BEING INVESTIGATED.... Zambia Elephant Times. 2010-01-12.
URL:<http://zambiaeletimes.blogspot.com/2007/08/zambia-wildlife-authority-crime.html>. Accessed: 2010-01-12. (Archived by WebCite® at <http://www.webcitation.org/5mioHCyWV>)
- Manning, I. P. A. 2007f. ZAMBIA WILDLIFE OFFICIAL PAYS LABOURERS WITH ELE MEAT. Zambia Elephant Times. 2009-12-20.
URL:<http://zambiaeletimes.blogspot.com/2007/09/zambia-wildlife-official-pays-labourers.html>. Accessed: 2009-12-20. (Archived by WebCite® at <http://www.webcitation.org/5m9rBvBhs>)

18 APPENDICES

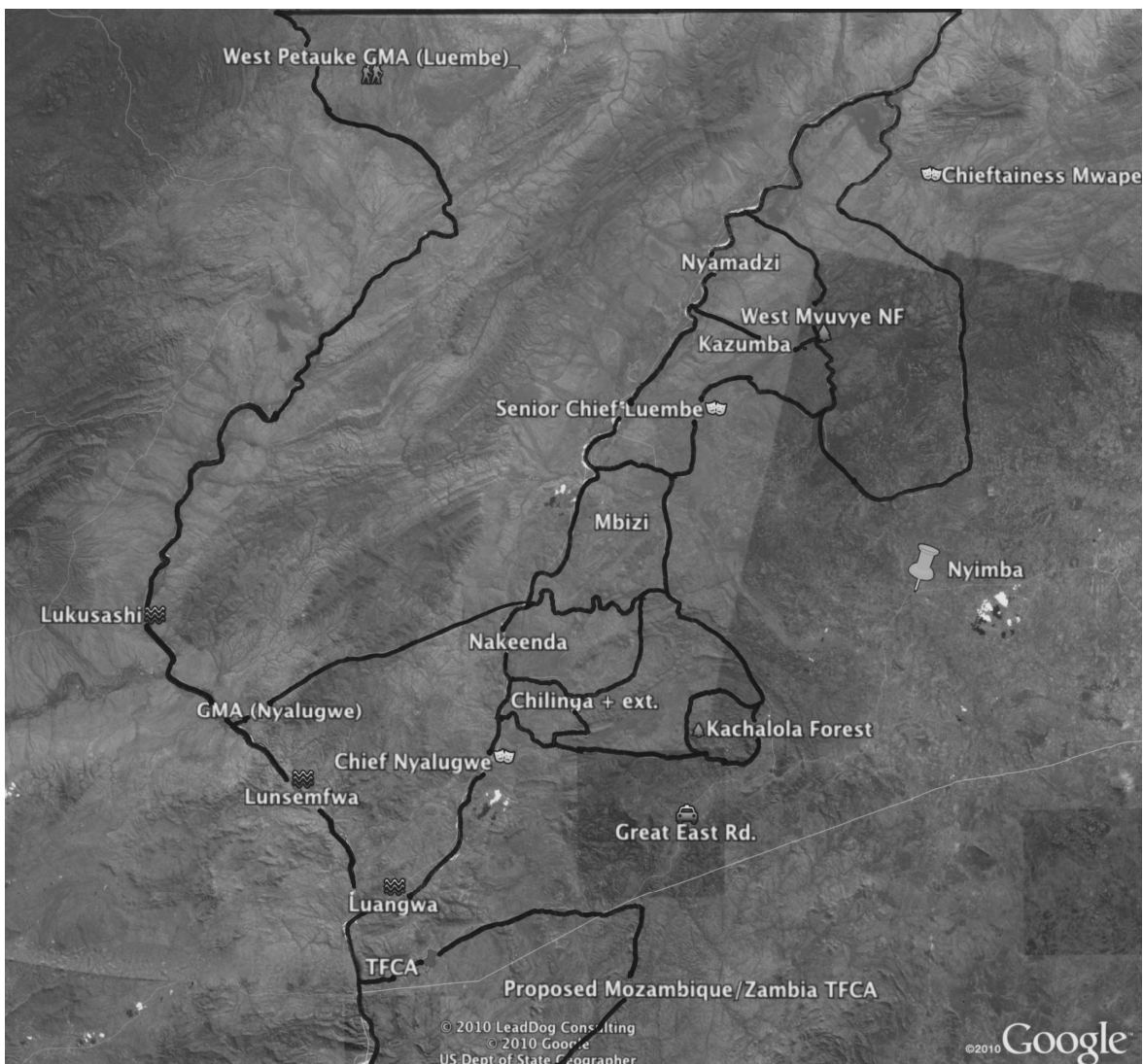
**Appendix 1: Common game species and hunting quotas for 2007 in the West
Petauke GMA and the M'nyamadzi Game Ranch**

Appendix 1: Common game species and hunting quotas for 2007 in the West Petauke GMA and the M'nyamadzi Game Ranch

		M'NYAMADZI GAME RANCH 10, 500ha	WEST PETAUKE GMA 610, 000ha
Baboon, Yellow	<i>Papio cynocephalus</i>	4	16
Buffalo, Cape	<i>Syncerus caffer</i>	3	14
Bushbuck, Chobe	<i>Tragelaphus scriptus</i>	4	11
Bushpig, Southern	<i>Potamochoerus larvatus</i>		4
Crocodile, Nile ¹⁴⁷	<i>Crocodylus niloticus</i>	8	10
Duiker, Common	<i>Cephalophus</i> sp.	4	2
Eland, Livingstone's	<i>Taurotragus oryx</i>	1	
Elephant	<i>Loxodonta africana</i>		
Giraffe, Thorneycroft's	<i>Giraffa camelopardalis</i>		
Grysbok, Sharpe's	<i>Raphicerus sharpei</i> .		4
Hartebeest, Lichtenstein	<i>Alcelaphus lichtensteini</i>	2	4
Hippo	<i>Hippotamus amphibious</i>	6	16
Hyena, Spotted	<i>Crocuta crocuta</i>	3	8
Impala, Southern	<i>Aepyceros melampus</i>	4	22
Klipspringer	<i>Oreotragus oreotragus</i>		4
Kudu, Greater	<i>Tragelaphus strepsiceros</i>	2	10
Leopard	<i>Panthera pardus</i>	2	6
Lion	<i>Panthera leo</i>	2	6
Puku	<i>Kobus vardoni</i>	2	4
Reedbuck, Common	<i>Redunca arundinum</i>		
Roan	<i>Hippotragus equines</i>	2	2
Sable	<i>Hippotragus niger</i>		
Steenbok	<i>Raphicerus campestris</i>		
Warthog	<i>Phacochoerus aethiopicus</i>	4	16
Waterbuck , Common	<i>Kobus ellipsiprymnus</i>	4	7
Wild dog, Painted	<i>Lycaon pictus</i>		
Zebra, Burchell's	<i>Equus burchelli</i>	10	8

¹⁴⁷ M'nyamadzi's Luangwa River frontage is about 5km, compared with 300km for the West Petauke GMA.

CHAPTER 8:
IMPLEMENTING LANDSAFE IN THE LUEMBE AND NYALUGWE CHIEFDOMS



Three-rifts Landsafe Project Area



ACRONYMS

CARITAS	Roman Catholic relief, development and social service organisation
CATCA	Central African Transfrontier Conservation Area
CC	Customary Community
CRB	Community Resource Board
CTA	Concession Tourism Agreement
D-G	Director General
GMA	Game Management Area
GPS	Global Positioning System
GRZ	Government of Zambia
HCA	Hunting Concession Agreement
HQ	Headquarters
JFMA	Joint Forestry Management Area
MMD	Movement for Multi-Party Democracy
MoU	Memorandum of Understanding
NCF	Norman Carr Foundation
NGO	Non-Governmental Organisation
REMNPAS	Reclassification and Effective Management of the National Protected Areas System
TFCA	Transfrontier Conservation Area
VAG	Village Action Group
ZAWA	Zambia Wildlife Authority

1 THE OBJECTIVES

Implementing the Landsafe chiefdom model is motivated by the belief that Zambia's future destiny and well-being is directly related to the healthy socio-ecological state of the customary commons and the protected areas with which they are associated. The particular objectives for the project area are:

- i) To safeguard the Luembe and Nyalugwe customary land, the West Petauke GMA, the West Mvuvye National Forest and the Kachalola local forest.
- ii) To strengthen the two traditional authorities and to encourage the increasingly democratic operations of the Luembe Conservancy Trust and the Nyalugwe Conservation Trust, and also the Community Resource Boards advising each chiefdom.
- iii) To conserve the wildlife and natural resources for the benefit of the chiefdoms.
- iv) The respective Trusts to provide land and business management plans for the appropriate development of the chiefdoms, plans that fully respect the ecology and the traditional, cultural and religious norms.
- v) To assist the chiefdoms' Trusts to enter into co-management agreements with Government over land and renewable natural resources, in conformity with the prescriptions of the Fisheries Act Chapter 200 of the Laws of Zambia of 1974 and the Fisheries (Amended) Act of 2007, The Forestry Act No. 39 of 1973, Forestry Policy of 1998, the Forestry Act No. 7 of 1999, the Local Forests (Control and Management) Regulations, Statutory Instrument No. 47 of 2006, the Lands Act Chapter 184 of the Laws of Zambia of 1995, the Water Act Chapter 198 of the Laws of Zambia of 1948 and the Zambia Wildlife Act No. 12 of 1998.
- vi) To provide the necessary incentives for both investors and the chiefdoms to enter into mutually beneficial partnerships and investments.
- vii) To identify, propose and facilitate small businesses able to harvest natural resources.
- viii) To establish development trust funds under the control of the Trusts and their advisory boards, and the implementation of development projects required by the customary community.
- ix) To foster education in the chiefdom's history, culture and religion, and in its ecology.
- x) To foster conservation agriculture, health and education.
- xi) To ensure the maintenance of a land registration book in each VAG.

The two chiefdoms of Luembe and Nyalugwe in the lower Luangwa Valley are ideal chiefdoms in which to try and establish Landsafes. Here are found small homogenous nations of extremely poor people living wholly traditional lives within a large area of wilderness with reasonably abundant wildlife stocks, yet its southern margins are readily accessible from the Great East Road, and a reasonable distance from Lusaka. Between 2002 and 2009, Luembe was the focus of development efforts, with Nyalugwe coming on stream from 2008.

2 RESPECTIVE RESPONSIBILITIES OF PARTNERS

- i) The Luembe Conservancy Trust and the Nyalugwe Conservation Trust are the custodians of the land vested in it, and are responsible for developing co-management agreements with Government over natural resources and over the GMA sections.

- ii) Gamefields is responsible for investment support, management and implementation.
- iii) Mbeza Safaris Limited is the rightful hunting safari concessionaire who should continue operating – subject to a decision of the courts, though on a much reduced quota.
- iv) A proposed Landsafe Foundation will be responsible for guiding the Trust, Gamefields, Mbeza, and the Luembe Chiefdom on matters of Landsafe Chiefdom Conservancy Development.

3 STAKEHOLDERS INVOLVED IN PROJECT

3.1 Primary Stakeholders

- i) The Customary Authority: Senior Chief Luembe and Chief Nyalugwe and their headmen
- ii) The village residents
- iii) The Luembe Conservancy Trust and the Nyalugwe Conservation Trust

3.2 Secondary Stakeholders

- i) Ministry of Lands
- ii) Ministry of Agricultural and Cooperatives
- iii) Ministry of Livestock and Fisheries
- iv) Ministry of Tourism, Environment and Natural Resources, including the Zambia Wildlife Authority (ZAWA), and the Department of Forestry
- v) Ministry of Local Government
- vi) Ministry of Water and Energy Development

3.3 Key Stakeholders

- i) Luembe and Nyalugwe Community Resource Boards (CRB)
- ii) The Nyimba District Council
- iii) The Landsafe Foundation
- iv) Gamefields Limited
- v) Mbeza Safaris

4 THE EXPECTED GENERAL OUTCOMES

- i) The creation of the Luembe and Nyalugwe chiefdom Trusts in which land may be vested and safeguarded and the renewable natural resources used sustainably.
- ii) The establishment of chiefdom trust funds under the joint control of the Trusts and advisory bodies for sustained investment in the chiefdoms established and run within a sound system of fiduciary management and with expenditure approved by the residents.
- iii) The production of chiefdom landuse plans and their integration.
- iv) The conversion of part of the unutilised Open Areas into community game ranches or conservancies and assigned under law of contract to investors.
- v) The conversion of these same ranches into a single game conservancy, taking up much of the two chiefdoms Open Area as well as the Kachalola local forest and the West Mvuvye National Forest – the latter under a joint forest management agreement with the Forestry Department.

- vi) The vesting of the GMA into these Trusts and their assignment to a limited liability company made up of the Trusts and investors – to be used as an exclusive wildlands tourism area.
- vii) The creation of a transfrontier conservancy linking Nyalugwe with Mozambique, and subsequently linking it with Luembe and the other chiefdoms - joining with the Luangwa National Parks, allowing for the development of a Central African Transfrontier Conservation Area.
- viii) The creation of a critical mass of appropriate development projects for the socio-ecological well-being of the two chiefdoms.
- ix) The establishment of co-management agreements between the Trusts, Government departments and ministries responsible for fisheries, forestry, wildlife and water, and as a result, the two chiefdoms' customary commons established and sustained over time.

5 THE EXPECTED BENEFITS

- i) The strengthening of the chiefdoms by way of support to the customary authorities, the Trusts, the CRBs and other community-based organisations.
- ii) Safeguarding the land through a land vestment process.
- iii) Gaining some measure of control and income from the renewable natural resources.
- iv) The considerable reduction in open-access to the chiefdom's resources.
- v) The strengthening of the ancient indigenous forms of title to natural resources.
- vi) The provision of incentives to limit offtakes of the renewable resources so as to ensure their long-term economic and environmental sustainability.
- vii) An improvement in the supply of basic needs of the villagers.
- viii) The implementation of appropriate villager-developed landuse plans and the emergence of an ecological ideology that integrates discourses about society with those about nature.
- ix) Improved education, health and agriculture.
- x) Nationally, the strengthening in the local government of 94% of Zambia.

6 ONGOING AND ACHIEVED GENERAL OUTPUTS

- i) Confidential report to the Vice-President of Zambia on wildlife conservation situation.
- ii) Support to ZAWA on CITES implementation.
- iii) Registration of the Norman Carr Foundation (NC) and general pro bono support to ZAWA.
- iv) Assistance provided to ZAWA in the development of guidelines on the establishment of public-private partnerships in the management of non-flagship National Parks.
- v) Proposals for the development of PPPs in the Isangano and Lavushi Manda National Parks.
- vi) Consultations with government, the private sector, NGOs and customary authorities. SWOT analysis of customary law and the Zambian legislation and policy affecting land tenure, investments and collaborative partnerships in the development and protection of customary land and associated protected areas.
- vii) Developer of a proposed planning framework for the proposed Central African Transfrontier Conservation Area.

- viii) Proposal for the establishment of a participatory conservancy trust in the Kopa chiefdom, one incorporating the Luitikila National Forest.
- ix) Proposal for the development of private sector and customary authority tourism development capacity.
- x) Proposal for the building of strategic partnerships (PPPs) within depleted Game Management Areas.
- xi) Advocacy in the Victoria Falls World Heritage Site relative to proposed development and impacts in the Mosi oa Tunya National Park. Future funding, stakeholder communications and development of a management trust with local and international stakeholders.
- xii) Co-opted steering committee member (2006/7): The Natural Resources Consultative Forum, cross-sectoral forum advising the Ministry of Tourism, Environment and Natural Resources of Zambia. Development of project proposals for the implementation of the National Policy on Environment, and for donor support.
- xiii) Development with Luembe customary authority, Nyimba District Council and Luembe Community Resource Board of institutional structures for sustainable livelihoods programme within a conservancy.
- xiv) Registration of the Luembe Conservancy Trust.
- xv) Development of institutional formalisations for customary communities in respect of their land and its renewable resources.
- xvi) Development of a business plan.
- xvii) Recruitment of investor/management partners.
- xviii) Proposal for the establishment of a collaborative conservancy trust in the Nyalugwe Chiefdom – particularly in the former Chilinga Native Reserve.
- xix) Development of the participatory Landsafe integrated conservation and development model design for land held under customary tenure and protected areas and its application to the Luembe customary area of Luangwa Valley.
- xx) Supervision of food security study and animal impacts amelioration plan and ongoing development of a participatory landuse plan.
- xxi) Registration of a branch of Gamefields Limited (Gibraltar) in Zambia to carry out Landsafe.
- xxii) Signing of Memorandum of Understanding (MoU) and landuser agreement for 60 years for the Luembe Chiefdom - and for the Kazumba Community Game Ranch within it - with the Luembe Customary Authority, the Nyimba District Council and the Luembe Resource Board.
- xxiii) HQ projects in Lusaka concerning community upliftment through a community brick-making project and a home for HIV/AIDS affected children.
- xxiv) Development of a sustainable natural resource management planning framework to be undertaken as a rapid participatory rural appraisal (PRA) – based on secure customary and community land tenure rights and a sustainable livelihoods strategy; and carrying out of landuse plan – including food security strategy.
- xxv) Development and enactment of preliminary action plan: bureaucratic constraints, legislation and policy, lobbying.
- xxvi) Distribution and adoption of the Chipuna/Landsafe Chiefs’ manual by the House of Chiefs .
- xxvii) Training of an accountant, mechanic, paralegal, and liaison officers for the two chiefdoms in conservation farming.
- xxviii) Purchase of the company holding the West Petauke hunting concession, Mbeza Safaris, and obtaining investment certificates for three of the shareholders.
- xxix) Operation of hunting safaris in 2005 and 2006.
- xxx) Negotiations with the Forestry Department for a Joint Forestry Management Area (JFMA) in the West Mvuvye National Forest.

- xxxvi) Blocking the alienation of further land in both chiefdoms, and of the West Mvuvye National Forest.
- xxxvii) Continued development of the formalisation procedures required to establish statutory community structures and the Landsafe development manual.
- xxxviii) Writing of the preliminary Luembe and Nyalugwe landuse plan.
- xxxix) Registration of the Nyalugwe Conservation Society made up of the community and endorsed by them.
- xl) Petition to the Minister of Lands by the Society and the registration of the Nyalugwe Conservation Trust and the vesting of the Chilinga Reserve in that Trust for the purposes of game ranching, both endorsed by the Minister.
- xli) Receiving the approval of ZAWA for the Chilinga to be used as a game ranch.
- xlii) The Nyalugwe Trust reassigning the lease to Gamefields Limited.
- xliiii) Building the Nyalugwe Trust Fund under secure fiscal control.
- xliiii) Negotiating with the Ministry of Health for the building of a medical clinic and maternity facility.
- xliiii) Negotiating with the Department of Forestry for a joint management agreement of the Kachalola forest.
- xliiii) Facilitating the recovery of funds owed the Nyalugwe CRB and Chief Nyalugwe by ZAWA.
- xliiii) Implementing a process to strengthen the operations of the CRB and its working relationship with the Nyalugwe Trust, and to provide it with operating funds.
- xliiii) Facilitating negotiations between ZAWA, the Ministry of Tourism, the Nyalugwe CRB, ZAWA and Chief Nyalugwe for a co-management agreement in respect of the Nyalugwe portion of the West-Petauke GMA.
- xliiii) Legal training (LLB) of Gamefields' manager in the School of Law, University of Zambia.

7 PROPOSED LANDSAFE OUTPUTS REQUIRED FOR THE CHIEFDOMS

OUTPUT 1: FORMALISATIONS

- Activity 1: Vesting of land in the Trusts and registration with the Registrar of Deeds.
- Activity 2: Trusts make application to ZAWA, through the CRB, for registration of appropriate land as community game ranches, with all the conditions and regulations implied. ZAWA inspects and surveys proposed areas.
- Activity 3: Trust signs co-management agreement with CRBs and ZAWA over the GMA section, which provides support to the CRBs.
- Activity 4: Trusts – with the assistance of the embryonic Landsafe Foundation – provide a management plan.
- Activity 5: Trusts sign a co-management agreement with the Forestry Department in respect of protected forest areas.
- Activity 6: Trusts sign a co-management agreement with the Department of Fisheries within the Ministry of Livestock and Fisheries; requiring the following:
 - Declaration of a Fisheries Management Area.
 - Election of a Fisheries Management Committee.
- Activity 7: Trusts sign a co-management agreement with Water Affairs Department.
- Activity 8: Trusts enter into assignment or lease agreements with investors, or take up joint ventures. Ideally these would be auctioned by the Trusts.

OUTPUT 2: THE COMMUNITY GAME RANCHES

- Activity 1: Conducting a rapid rural appraisal and sensitisation exercise.
- Activity 2: Survey of proposed reserves and agreement with Trusts and chiefs on boundaries.
- Activity 3: Recording of boundary co-ordinates and mapping.
- Activity 4: Compilation of baseline data on wildlife and forestry.
- Activity 5: Survey of the riverine stretch as to suitable lodge and camp sites.
- Activity 6: Assessment of current poaching activities.
- Activity 7: EIA assessment of adjoining private game ranch fencing.
- Activity 8: Costing of various options.

OUTPUT 3: WEST-PETAUKE GMAs

- Activity 1: Using village scout reports and other intelligence, assess the current state of wildlife, including threats and utilisation.
- Activity 2: Provide a wilderness use and protection plan.
- Activity 3: In addition to the Njinga reports provided by the VAGs, carry out a rapid rural appraisal.

OUTPUT 4: TRANSFRONTIER CONSERVANCY

- Activity 1: Initiate contacts with the neighbouring government and chiefs for the creation of a joint chiefdom TFCA .
- Activity 2: Establish the TFCA according to the Central African TFCA planning framework or to a similar framework elsewhere.
- Activity 3: Vest the necessary land for such a TFCA in the chiefdom Trust.
- Activity 4: Development of the TFCA.

OUTPUT 5: SOCIO-ECOLOGICAL DEVELOPMENT

- Activity 1: Provision of a participatory/social landuse plan for the Trust.
- Activity 2: Capacity support to the Trust and appointment of an executive officer.
- Activity 3: Capacity support to the CRBs on animal depredation reports (Appendix 2), wildlife protection, quota production and monitoring, accounts management, project development, etc.
- Activity 4: Implementation of villager landuse registration with the use of a GPS, and the opening of land registration books.
- Activity 5: Further support to education by bolstering of teacher-assistants cum natural resource officers based in the VAGs.
- Activity 6: Support to health clinics.
- Activity 7: Implementation of conservation farming.
- Activity 8: Implementation of honey production and aquaculture, and establishment of furniture co-operatives.
- Activity 9: Establishment of village-based tourism businesses.
- Activity 10: Implementation of micro-credit schemes, particularly serving women.

OUTPUT 6: BUSINESS PLANS AND MARKETING

- Activity 1: Production of business proposals to the respective Trusts for the game ranches and conservancies, the GMA and the TFCA.
- Activity 2: Production of project proposals and business plans.

8 NATURAL RESOURCES PROTECTION

In the process of building a semi-devolved customary commons in which its residents act as true custodians of the natural resources, a minimum investment of \$50/ km² would be required so as to provide a basic protective shield for wildlife, fisheries and forestry. This translates into a required \$200,000 per annum for the 4,140 km² West-Petauke GMA, which is mostly Luembe customary land. This targeted income would be used in the manner currently being adopted for eleven school teacher/natural resource officers - i.e. paying a number of family heads in villages at the rate of \$1 a day for various community activities. The funds would employ 550 villagers, with employment directly linked to the building of the customary commons. Currently, a start has been made by employing teacher-assistants cum natural resource officers who are also responsible for the Njinga reports on the area (Appendix 2).

Hunting safaris might achieve gross earnings of \$250K, but its recurrent and capital replacement costs on the safari operations alone make it a break-even operation. This projection is based on 2006 quotas - quotas now in decline - as was predicted by Mbeza in 2005 meetings with ZAWA. In Gamefields' case, when considering all of the GMA and the Open Areas of the chiefs, some \$500 / km² has been spent since 2002 in Zambia - arriving at the present situation where very little has been achieved. What is now required is the development of a critical mass of schemes which will provide the necessary base income, but without negatively affecting the people's sense of community, culture and religion.

9 AGRICULTURE

An urgent priority is the adoption of conservation agriculture techniques that stress self-sufficiency and some cash cropping. The GMA section is a subsistence area of low agricultural potential (with the notable exception of the alluvial zone), which needs specific measures to meet community food security. It will require that village fields be rationalised and that they be protected in some areas from animal depredations by solar-powered fencing and other means. As food security is also a function of income, serious consideration would be given to establishing an organic honey outgrower scheme and other business ventures that would not impact negatively on the GMA, and that would completely protect it as relatively pristine wildlands. The Open Area has moderate to high agricultural potential and is ideal for the establishment of smaller outgrower (organic cotton and tobacco) schemes. As Nyimba now has power, some potential exists for irrigated commercial crops lying close to Nyimba town.

The use of cattle to increase the carrying capacity of the range is well known, though it requires high standards of management and control if it is not to have the opposite effect. As the proposed game ranches and future conservancy might be game fenced - and in the absence of many large herbivores (buffalo) - consideration will be given to running a herd of indigenous cattle under reasonable rotational time management and adhering to strict holistic management criteria (Savory & Butterfield 1999). This is required to improve range carrying capacity, and as an income earner and ready source of protein. As cattle cannot survive in a tsetse area, they would have to be treated. A ready market for meat waits at Nyimba and on the Great East Road.

10 HUNTING SAFARIS

ZAWA leases out the GMA parts of customary areas as hunting concessions, charging concession fees based on their classification as Prime, Secondary or Understocked. West Petauke is classified as a Prime Concession, although it is clearly Secondary and moving downwards to being Understocked. As a Prime concession able to utilise an annual quota which should provide for the requisite number of four Classical and eight Mini safaris – something not

possible in West Petauke because of the low buffalo numbers and the overshooting of adult bulls – an annual fee for the 4,140 km² area of \$34,500 is charged (based on \$5,000 for five Classical hunts and \$1,000 each for seven Mini hunts) - 50% of this is retained, 45% (theoretically) is to be paid to the CRBs, and the remaining 5% should be paid to the chiefs. In addition, trophy fee income is split according to the same ratio.

Refer to Appendix 1 for an analysis of the Nyalugwe section of the West Petauke hunting block.

PART I: Luembe Chiefdom

11 BACKGROUND

On 12 June 2003, at a meeting of Senior Chief Luembe, 153 headmen, the Luembe CRB, the Nyimba District Council, a Norman Carr Foundation representative and the author (representing Gamefields), it was agreed to establish a community wildlife estate. The following was also agreed: to establish a joint venture company involving the community, the Foundation, Gamefields International and ProjectsAfrica, so as to conserve the natural resources in Luembe and to uplift the living standards of the customary community; to establish a private wildlife estate in the Open Area - the community to hold shares – and with the Luembe CRB instructed to deal with any project start-up problems.¹⁴⁸

On 31 July 2003, an MoU was signed by Senior Chief Luembe, five headmen, the Chairman of the Nyimba DC, the Chairman of the Luembe CRB and the author for the transfer by the customary authority of all land user rights for the Luembe Chiefdom to the author for a period of six months until such time as the Luembe Conservancy Trust was established, at which time the usufruct rights would be transferred to the Trust.

On 3 September 2003, the Luembe Customary Authority – with the agreement of the Nyimba District Council and the Luembe Community Resource Board - ceded the land user rights for all of Luembe chiefdom to the Luembe Conservancy Trust for a period of 60 years.

On 9 September 2003, these land user rights were signed over by the author to the future Luembe Trust with the agreement of the Nyimba District Council representative and the Luembe CRB.

On 30 September 2003, Senior Chief Luembe wrote to the Director General (D-G) of ZAWA requesting that the GMA portion of his chiefdom be placed under the management of the Trust. No reply was received.

On 3 November 2003, the chief wrote to the District Council to have them endorse a proposed MoU between the Trust and the Forestry Department for the joint management of the West Mvuvye National Forest. The decision of Council was that both Luembe and Chieftainess Mwape should first agree to share in any joint forest management agreement. Subsequently Chieftainess Mwape sold much of her traditional section under 99-year leasehold, and Luembe attempted to do the same with the Luembe section

On 4 June 2004, the Luembe Trust Certificate of Incorporation (limited by guarantee) was issued.

In September 2004, the Trust decided that the concessionaire for the West Petauke GMA should be invited to join the Trust, failing which they were to be bought out by Gamefields. On their

¹⁴⁸ Handwritten minutes all Luembe headmen meeting held on 12th June 2003, venue: Chief's own palace.

refusal, they were then made an offer for their company, Mbeza Safaris, which held the hunting concessionary rights until 2012. They accepted the offer and Gamefields bought the company.

On 5 March 2005, application was made to the Zambia Investment Centre by the author and his family for the issue of investment certificates in the name of Mbeza safaris. These were later granted.

Hunting safaris were conducted in 2005 and 2006 but did not resume thereafter due to the removal of the concessionary rights by Government (Manning 2007b).

12 PRESENT OUTPUTS

- Activity 1: Employment of eight teachers/natural resource officers, a liaison manager and the compilation of Njinga rural appraisal reports.
- Activity 2: Maintenance of basic safari camp in the GMA, and employment of care and maintenance staff.
- Activity 3: Payment of Trust allowances to liaison officers and Chief Luembe (recently terminated).
- Activity 4: Financial support for travel and meetings of community and District Council.
- Activity 5: Liaison with Government offices.
- Activity 6: Writing of landuse plan.

13 PROJECTED INVESTMENT OUTPUTS

OUTPUT 1: FORMALISATION

- Activity 1: Formation of joint-venture company owned by the Trust and an investor for the lease of the community game ranch.
- Activity 2: Registration of Kazumba Community Game Ranch with ZAWA following community meetings and a land survey.
- Activity 3: Signing of either a co-management agreement with the Luembe CRB/ZAWA, or the creation of the Luembe Community Game Reserve taking up the whole GMA.

14 CONSTRAINTS TO PROGRESS

- i) Continuing Luembe chiefdom succession wrangles and the failure of the MMD Government to follow custom and the findings of a House of Chiefs committee of inquiry.
- ii) Human rights abuses by ZAWA not resolved.
- iii) Increasing villager and headmen opposition to the present Luembe chiefdom incumbent.
- iv) The alienation of part of the Kazumba Community Game Ranch to Ridwaan Munshi without the sanction of the Luembe villagers and despite the Luembe Trust holding the land user rights.
- v) The failure of ZAWA to pay the CRBs and the chief.
- vi) The continued illegal offtake of bushmeat and ivory.
- vii) A considerable increase in the activities of sorcerers.
- viii) The failure of Government to return the hunting concessionary rights to Mbeza Safaris.

PART II: Nyalugwe Chiefdom

15 BACKGROUND

On 20 December 2008, Chief Nyalugwe made an application to ZAWA's Reclassification and Effective Management of the National Protected Areas System project (REMNPAS), for registration of the Nyalugwe Community Game Ranch. On 27 May 2009, Chief Nyalugwe signed an agreement with the Landsafe facilitator, Japher Mbeve for the future implementation of a Landsafe Chiefdom Conservancy in his chiefdom. The purpose of this agreement was for the Nyalugwe Customary Authority to agree to have Gamefields assist it in implementing a Landsafe conservancy system in Nyalugwe, whereby the Nyalugwe Conservation Trust Society would be established. This would be followed by a petition to the Minister of Lands for the initial creation of the Nyalugwe Conservation Trust and the vesting therein of the Chilinga Reserve, followed by other land considered suitable for development.

Once ZAWA had cleared the way for the game ranch, then Gamefields – under an agreed set of conditions, terms and payments – would rent such land for game ranching purposes. Moreover, with the Landsafe Foundation, it would assist the Trust to enter into co-management agreements with the Nyalugwe CRB over wildlife and the GMA, and with the Departments of Fisheries, Forestry and Water Affairs. Subsequently, on 24 April 2009, the Nyalugwe Conservation Trust received its registration certificate from the Registrar of Societies; and on 25 June 2009, the Minister of Lands signed the certificate incorporating the Trust under the Lands (perpetual succession) Act.

In July, ZAWA completed an 'ecological survey' of the ranch, as well as a 'sociological scoping exercise'. It has now notified the Ministry of Tourism that they consider the game ranch as part of the national inventory of game ranches.

16 EXPECTED OUTCOMES

These conform to the projected Outcomes for Luembe.

17 PLANNED OUTPUTS AND ACTIVITIES TO ACHIEVE OUTCOMES (REFER TO SECTION 7)

OUTPUT 1: Formalisations

Activity 1: Petition to Minister of Lands for registration under Lands (perpetual succession) Act of the Nyalugwe Conservation Trust, with the Chilinga community game ranch land vested in the Trust. Deposit certificate of incorporation and details of vested land with the Registrar of Deeds and Lands.

Activity 2: Registration with ZAWA of the Chilinga community ranch.

Activity 3: Signing of contract with an investor for the use of the Chilinga Community game ranch land.

Activity 4: Vesting of unutilised land in the Trust.

Activity 5: Registration of other ranches in the Nyalugwe Open Area.

Activity 6: Signing by the Trust of co-management agreements with Government over fisheries, forestry, water and wildlife.

Activity 7: Conversion of Nyalugwe section of West Petauke GMA into a co-managed wildlife area.

OUTPUT 2: Nyalugwe development

- Activity 1: Preparation by the partners of a Nyalugwe landuse plan.
Activity 2: Preparation of investment project plans and proposals.
Activity 3: Basic needs assessment in respect of education, health, agriculture and environment.

18 CONSTRAINTS TO PROGRESS

Progress in Nyalugwe is excellent with the full support of the chief, the Nyalugwe Trustees and local ZAWA and forestry officials. The chief and the Trust, with the support of local ZAWA officials, are electing a new CRB, whose Chairman will have a seat on the Nyalugwe Board of Trustees. However, the cost of progress is high, given the slow pace at which the process progresses..

PART III: Conservancy expansion: the Central African Transfrontier Conservation Area (CATCA)

19 BACKGROUND

Trans-boundary conservation and development initiatives are essential to the development of a critical mass of integrated conservation and development projects, as recognised at the World Summit on Sustainable Development. As isolated development and tourism projects are prone to failure, linking them within a geographic and planning framework, will lend greater chances of progress.

Given the need for the building of critical conservation and development mass, a proposed CATCA area which takes in part of the Congo Pedicle, the Bangweulu estuaries and National Parks, joined with the Luangwa was mooted in the Landsafe process. At present, the proposed Zambian portion of the CATCA has one major tourist node at Mfuwe, isolated development projects and few linkages of any sort. This area covers one of Africa's major wetlands, the upland source of the Congo and Luangwa rivers and the southern part of Africa's rift valley, an area of major historical and biodiversity importance. Endeavours to bring development to local communities have been attempted in isolation and have not led to sustainable development. It is therefore proposed to create the CATCA as a planning framework, requiring the following:

- i) Engage with all relevant stakeholders so as to secure the needed partnerships and linkages.
- ii) Create a CATCA Association.
- iii) Create and formalise the necessary community institutions on which development may be based.
- iv) Identify projects for presentation to investors and donors.
- v) Alleviate poverty through investment in integrated conservation and development programmes and projects which provide clear time frames for delivery.
- vi) Promote public private partnerships, investment and management.
- vii) Provide support to institutional capacity.
- viii) Engender political will and support.
- ix) Provide accurate, analytical and unbiased information.

20 EXPECTED OUTCOMES

A minimum conservation area requirement could be the establishment of a Central Africa TFCA. This would include the north-eastern portion of the Zairean pedicle lying between Kapalala on the Luapula, and south along the Muniengashi River, thence due east through Kimaki to the border (alternatively, the original proposal of the Serenje District Commissioner, J.S. Moffat in 1937 that efforts be made to persuade the Belgians to declare the area between the Luombwa and Luapula rivers a reserve, to join up with the Kasanka reserve) - given the use made of the areas by elephant; the Mansa and Kalasa Mukosa GMAs, Kasanka, Lavushi Manda and Isangano National Parks, attendant GMAs and communal areas; the plateau area lying east of the Great North Road bordering the North and South Luangwa National Parks and the M'nyamadzi Corridor; the Luangwa Rift down to the Zambezi and Mozambique, including the Chisomo, Sandwe, West Petauke, Luano and Rufunsa GMAs, and the chiefdom Open Areas. The AWF Zambezi Heartlands Project has already obtained the agreement of Zambia, Mozambique and Zimbabwe for a TFCA, though it only extends as far as the Rufunsa GMA and Mozambique lying opposite the Nyalugwe Chiefdom. It is proposed that Nyalugwe is essential as the bridge to a future CATCA, and perhaps a vast elephant and people commons of the future.

The development of the customary areas by way of the Landsafe formalisation path, and the increasing participation of customary communities in the management and benefit flows from the GMAs and the National Parks system would produce a mosaic of investor-customary community partnerships based on sound co-management agreements, rather than the present approach of the privatisation of massive parts of the wildlife estate, or simply the avoidance of any kind of development and investment support at all.

PART IV: Critical analysis comparing Landsafe theory to practice

Current critical analysis theory regarding the Sustainable Livelihoods Approach (SLA) seeks to measure the progress of development projects. SLA suggests the following areas for measurement: Natural Capital (natural resources and environmental services), Social Capital (social relations and networks), Human Capital (skills, knowledge, labour), Physical Capital (infrastructure) and Economic Capital. However a preview of SLA concluded that:

...putting SLA into practice is not as easy as it may so often appear, and there are many overlaps with the problems long-reported of making policy in general more evidence-based. Surprisingly there are relatively few reported attempts to take a more critical stance as to the feasibility of SLA and its ability to help deliver real change for people in the developing world (Morse et al. 2009).

Landsafe has not yet achieved much in measurable terms on the ground, and being a programme, rather than a project, SLA assistance must await future developments. However, as far as the theory and objectives of Landsafe is concerned – when compared with the present situation, a brief critical analysis reveals the following:

THEORY	PRACTICE
1. Chiefs will sign up for Landsafe because they believe it will benefit them and their people.	Chiefs Luembe and Nyalugwe and their headmen have signed up for Landsafe.
2. Chiefs will support the establishment of chiefdom statutory trusts that are elected and which represent all the villagers.	Chief Luembe at first refused formation of a people's society – through the Office of the President - when the villagers attempted to do it themselves, without his permission.
3. Chiefs and their headmen will agree to vest land in these trusts provided it is not being alienated.	Chief Luembe not as yet, Chief Nyalugwe agreed.
4. Chiefs and their people will not opt for land alienations to 99-year leasehold.	Chief Luembe did so (to a local Big Man), despite having agreed to place land in the Luembe Trust under usufruct.
5. The Societies Act and the Lands (perpetual succession) Act will provide a mechanism to secure the land without political interference.	As it is in the village residents' Trust, it is assumed so far that it is safe.
6. Chiefdom Trust fund accounts may be secured, with the chief having no control over them.	Nyalugwe Fund is secure under a Gamefields signatory. The villagers are very happy about this.
7. Any expenditure will have the full agreement of all trustees.	Yes, in Nyalugwe. Luembe still does not have a fund set up.
8. Chiefs will support the appointment of a chiefdom advisory committee to advise on appropriate development and livelihoods improvement.	This is supported, though it is yet to be done.
9. The land now vested in the trusts may now be leased out.	Nyalugwe – yes.
10. The lessee rights will be respected by government, the chiefs and by the Trusts.	The rule of law is weak, with investors who threaten the patrimonial system being deported.
11. The land leased will have very strictly defined uses, and will not bar villagers who have traditional access to the land from continuing to extract resources and have usage of it for cultural purposes – including hunting.	Included in the lease document, to be overseen by the Trust, the Advisory Committee and the chiefs.
12. The chief will support a land registration exercise and the keeping of headmen land registration books.	This is taking place in Nyalugwe.
13. The pre-colonial guardians of nature and tenure will be allowed to re-assert themselves.	So stipulated in the lease.
14. Bottom-up co-management agreements with the government departments responsible for wildlife, fisheries, forestry and water will not have precedence over traditional guardians of nature or current local Big Men networks that are functioning efficiently.	Co-management agreements for fisheries and for some species of game not protected must allow for traditional guardian rights. This stage is yet to be reached.
15. Government departments will actually sign the	ZAWA has signed over rights for game ranching in



THEORY	PRACTICE
necessary agreements and will allow the Chiefdom Trusts to have a great deal of autonomy.	an area outside of the GMA. The matter of hunting quota re-assignment is yet to be dealt with.
16. ZAWA will sign co-management agreements over GMAs.	In Nyalugwe this is being negotiated, but held up by ZAWA HQ failing to pay the CRB and now threatening the Gamefields facilitator. ZAWA district officials are co-operating.
17. ZAWA will co-operate with regard to the election and functions of CRBs.	Yes, in Nyalugwe. In Luembe they summarily removed a CRB who were in support of the author after having revealed ZAWA corruption.
18. ZAWA will decentralise powers to the CRBs - as provided for in the Wildlife Act.	This is in process, but it is arduous.
19. ZAWA will respect the terms of HCA agreements.	ZAWA does not respect any legal process when it suits them.
20. ZAWA will provide scientifically acceptable quotas for commercial as well as villager use.	They will do so only if it does not affect their income.
21. ZAWA and other government departments will fully consult with Chiefdom Trusts and the villagers over any intended changes to policy or legislation affecting the resources.	Highly unlikely.
22. Government will support de-centralisation.	Only if they benefit financially and it does not threaten the patrimonial system.
23. Government will support the establishment of a National Fund into which 25% of all revenue from mining is paid, and from which dividends are paid in a wholly transparent manner.	Will be dealt with only on the election of a new government in August 2011. Highly likely that they will do so as they have suggested something similar already.
24. The issue of externalities and environmental services will be dealt with such that the rights, clearly defined, may be auctioned off to mining companies.	To be dealt with in 2011.
25. Government will support the decisions of Chiefdoms and their Trusts for a ban on mining - such as uranium extraction.	Unlikely.- yet thus far they have not taken on chiefdoms who have refused.
26. Government or the President will not appropriate customary land and award it to corporates or other land grabbers.	They will appropriate unless Trusts are in place to protect the land.

21 REFERENCES

- COOKE, B. & KOTHARI, U., 2001. Participation: the new tyranny?, Zed Books.
- MORSE, STEPHEN. et al. 2009. Sustainable Livelihood Approach: a critical analysis of theory and practice. Geographical Paper No. 189, in Geography, Editor, Mannion, A.M., The University of Reading
- SAVORY, A. & BUTTERFIELD, J. 1999. Holistic management: a new framework for decision making, Island Press

Internet

- Manning, I. P. A. 2007b. The current state of litigation – pending and otherwise, in the Zambian hunting safari industry in 2007. Zambia safari hunting. 2010-01-12.
URL:<http://zambiasafarihunting.blogspot.com/2007/08/curent-state-of-litigation-pending-and.html> . Accessed: 2010-01-12. (Archived by WebCite® at <http://www.webcitation.org/5miqtrcmi>)

22 APPENDICES

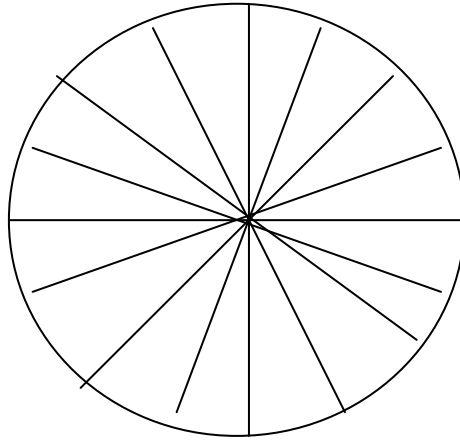
- Appendix 1: Nyalugwe hunting block quotas, fees and potential earnings**
Appendix 2: Landsafe Njinga reports

Appendix 1: Nyalugwe hunting block quotas, fees and potential earnings

	2004	2005	2006	2007	2008	2009	SAFARI LICENCE FEES	MAXIMUM POSSIBLE EARNINGS FROM QUOTA	NYALUGWE POSSIBLE EARNINGS FROM QUOTA 2009	NYALUGWE PROJECTED EARNINGS BASED ON 40% UTILISATION OF QUOTA in 2009	ACTUAL EARNINGS IN 2008
Baboon	6	6	6	6		6	60	360	180		90
Buffalo	4	6	6	6		5	1600	8000	4000		
Bushbuck	4	4	4	4		2	380	760	380		380
Bushpig	4	2	3	2		1	320	320	160		
Crocodile	4	5	5	5		2	1600	3200	1600		800
Duiker C.	2	2	2			2	350	700	350		
Grysbok	2	2	2	2		2	250	500	250		
Hartebeest	2	2	2	2		1	780	780	390		
Hippo	4	6	4	6		4	1600	6400	3200		800
Hyena	3	2	4	4		1	250	250	125		
Impala	5	6	8	10		10	120	1200	600		120
Klipspringer	3	2	2	2		1	680	680	340		
Kudu	4	2	3	4		3	1600	4800	2400		1600
Leopard	2	2	2	2		3	2650	7950	3975		1325
Lion	2	2	1	2		2	4200	8400	4200		
Puku¹⁴⁹											210
Roan	4	2	2	1		1	4000	4000	2000		
Warthog	4	3	6	6		5	360	1800	900		
Waterbuck C	4	3	3	3		3	840	2520	1260		
Zebra	3	2	4	4		2	720	1440	720		
TOTAL US\$								54060	27030	10812	6425

¹⁴⁹ Puku were not on quota; therefore poached?

Appendix 2: Landsafe Njinga reports



SPOKES

1. **Health:** villagers health and current problems and diseases; distance and name of nearest clinic; presence of health and traditional birth assistant, medicines etc and costs of treatment; supply and use of mosquito nets.
2. **Food security:** crops being grown with/without fertiliser and insecticides; harvests; food storage and shortages; outgrower schemes; relationship with outgrowers; income; food aid.
3. **Education:** schools; names, number of pupils and teachers; state of school and staff housing; text books; pupils at secondary school; payments by parents.
4. **Water:** drinkable water situation.
5. **Wildlife:** common animals in area; animal effects on people, crops etc; problem animals; bushmeat poaching by outside gangs; ivory poaching; animals shot by safari hunters.
6. **Honey:** Number of villagers harvesting; where do they sell; at what price?
7. **Fish:** Villager numbers who fish; fish increasing or decreasing; selling of fish at what price?
8. **GRZ:** Visited by government officials, when and by whom?
9. **Nyimba:** how do you get to Nyimba and back?
10. **Employment** in area.
11. **Clans in area.**
12. **Headmen** and villages in area.
13. **Development:** what development would villagers like to see in area?
14. **Woman and youth:** their problems and the opportunities.
15. **Safari companies:** what do they think of them?
16. **Relations** with ZAWA.
17. **Weather:** floods and droughts.