

# Land grabbing, conflict and agrarian-environmental transformations: perspectives from East and Southeast Asia

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### Gendered dynamics of land property relations within a large-scale sugarcane investment in Isabela, Philippines

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## **Abstract**

The paper illustrates that the way land access and control is understood and practiced in the local context may vary with state interpretations and this impacts on the land claims of women and men small-scale farmers. It argues that the formal procedures of the investor and the implementation of the state's land governance policy that confines the parameters of tenure rights to formal land ownership complement to allow the transfer of effective control of the land in favor of the company. The policy is implemented in a way that disproportionately benefits men more than women into becoming owners of individually titled lands. The use of both coercive and incentive mechanisms by the investor, local state actors, and community elite enable the investor to consolidate land through short-term lease arrangement and contract farming. These new production regimes transfer effective control over land in favor of the investor. Furthermore, it shows that women farmers may be incorporated into corporate agriculture in ways that threaten their rights to land. At the same time, however, they are able to maneuver and utilize non-state spaces to claim and retain their effective control over land, contrary to the largely negative outcomes experienced in other cases of land deals.

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## Introduction

“We’ll be creating value with new farms developed out of idle lands. That’s from zero to something.”

- Green Future Innovations, Inc. Chief Executive Officer<sup>1</sup>

This paper explores the implications of changing regimes of land rights and land use on gender in the context of contemporary large-scale land investments. The paper focuses on the case of a large-scale sugarcane investment for bioethanol which spans approximately 10,000 hectares across the province of Isabela and its neighboring provinces in northern Philippines. This is one of the controversial land deals forged in recent years, and included in the current debates around land grabs.

Recent studies that examine gender and land deals highlight the negative implications of large-scale land investments on women’s access and control over land and other resources. Patriarchal relations that extend to policy implementation lead to women’s loss of their access to or ownership of land as well as their exclusion from land titling programs (Julia and White, 2011; White, Park, and Julia 2014). Additionally, Daley and Pallas (*ibid*) attribute the negative effects of commercial pressures on land on women to their vulnerability in terms of access to land and resources, participation in decision-making, relative income poverty, and their general physical vulnerability. Behrman, Meinzen-Dick, and Quisumbing (2012: 51) trace the various aspects of land deals and stages of negotiation and implementation and assert that “large-scale land deals may exacerbate poor conditions of women’s land access and ownership.” Park, White, and Julia (2015) also rightfully caution against generalizing the impact of investments on women. They argue that social differences matter on how women are affected and on how they respond to the changes that they experience.

The literature on gender and land deals shows the negative implications of land investments on women who do not have secure rights over their lands. These rights are violated through processes of formalization of access to land, in the form of land titling.<sup>2</sup> This paper meanwhile starts from the premise that women and men in the Philippines have relatively secure claims over land whether through statutory or customary claims. What then happens to their land claims when a large-scale investment comes in? The paper presents possible directions of shifts in land access and control. The paper suggests that it is useful to specify the different outcomes resulting from changing land use and control outside the perspectives of those supporting the investment and those opposed to it. The case presented in this paper echoes Jackson’s assertion that there are “patterns of change that do not disadvantage women in relation to land nearly as uniformly as is sometimes alleged” (2003: 478).

The paper illustrates that the way land access and control is understood and practiced in the local context may vary with state interpretations (Doss, Meinzen-Dick, and Bomuhangi, 2014) and this impacts on the land claims of women and men small-scale farmers. It argues that the formal procedures of the investor and the implementation of the state’s land governance policy that confines the parameters of tenure rights to formal land ownership complement to allow the transfer of effective control of the land in favor of the company. The policy is implemented in a way that disproportionately benefits men more than women into becoming owners of individually titled lands. The use of both coercive and incentive mechanisms by the investor, local state actors, and community elite enable the investor to consolidate land through short-term lease arrangement and contract growing. These new production regimes transfer effective control over land in favor of the investor.

This case demonstrates the need for more nuanced analyses on property relations to see the

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<sup>1</sup> <http://asianjournalusa.com/japans-itochu-invests-m-in-isabela-ethanol-plant-p9576-67.htm>

<sup>2</sup> Formalization entails state recognition of collective or individual property claims. It takes different forms which include recognition of usufruct rights, ownership, and right to transfer the land. Titling is one form of formalizing property claims (Hall, 2013: 114-115).

impact of land deals on people's access and control over lands and how the rural poor could assert effective control over them (Borras and Franco, 2012; De Schutter, 2011). In gender and land rights literature, there are contending positions as to which tenure arrangement strengthens access and control of women over land. Agarwal (1994) favors formalization of women's individual land rights through land titling in order to legitimize women's effective control over land. She asserts that power relations are influenced by one's ownership of assets and that women are better empowered to negotiate within and outside the household if they are given secured land rights. Moreover, she points out that this has direct and indirect benefits such as on production efficiency because formalization of women's individual land rights through land titling encourages women to invest on land (Agarwal, 2003). On the other hand, Jackson (2003) argues against the limits of seeing women's secured access to land in absolute terms such as focusing primarily on individual ownership as espoused by Agarwal. Jackson (*ibid*: 475) counters that one's bargaining positions and the material outcomes of social relations are not simply determined by ownership of assets such as land. Individual land ownership "has the potential for strengthening women's position in a range of social relations, but this also depends on the extent to which she can secure cultural interpretation of this ownership as legitimate and appropriate." She further argues that improvement in the efficiency of production cannot be attributed solely to land rights since there are other factors affecting efficiency such as quality of land, labor, levels of input, and the choice of crops. According to her, women may also legitimize their land rights through informal, customary, or communal ownership as practiced in certain cultural environments.

Jacobs (2011: 185) recognizes the tension between advocating for either collective or individual rights for women. She also points out that women can be "discriminated against and overlooked within customary systems." On the other hand, land titling also does not "always address the question of what is likely to happen when the poor use land as collateral to raise loans..." She argues that women are "more likely than men to lose any land obtained." Recognition of individual private ownership also hinges on the implementation of state mechanisms to legitimize one's effective control over land. Women may be placed at the losing end if the state "exhibits weak enforcement capabilities" (Tadem, 2012: 164), as the case in this paper illustrates.

The complementary concepts of access and exclusion (Hall, Hirsch, and Li, 2011; Ribot and Peluso; 2003) guide this paper in understanding how access and control over land is gained, maintained, and lost by women and men small-scale farmers in the process of the investor's operation, within and outside the purview of the state. Ribot and Peluso (*ibid*: 164) point out that processes and relations pertaining to access to land can take place outside the sphere of the state. Hall, Hirsch, and Li's (*ibid*: 7-8) framing of exclusion adds the dimensions of how "people who have access lose it" and "people who lack access are prevented from getting it", which Ribot and Peluso's do not seem to address in their theory of access. In the case study, access and control over land manifests in certain ways that allows the transfer of effective control over land to the investor. Within the investment, actors claiming access to land maneuver using regulation, market, force, and legitimation to position their claims. Regulation in this paper refers to state mechanisms that determine access and control over land. In addition to seeing force as a state-imposed power, the paper applies this as well to non-state actors that are able to coerce others into giving up their land through the use of direct violence or intimidation.

Intimate exclusion, licensed exclusion, and counter exclusions are some of the processes identified by Hall, Hirsch, and Li (2011) that are evident in Ecofuel's investment. Licensed exclusion refers to land formalization schemes implemented by the state. For this paper, I include the issuance of village certifications by local state agents as a part of the formalization process. Another process of exclusion identified by the authors is counter exclusion wherein farmers use collective mobilizations to contest their exclusion. I expand this concept to encompass unorganized actions by individuals or

groups to claim back their land from the company or individuals who attempted to get their land. Another useful concept introduced by Hall, Hirsch, and Li (*ibid*: 145) is that of intimate exclusion, which they call “‘everyday’ processes of accumulation and dispossession among villagers.” This paper sees this taking place within non-state political spaces, which this paper considers as avenues of negotiation and conflict among non-state actors where state presence may be very weak or absent altogether. Actions of non-state players in these spaces may not necessarily be directed towards the state. This framing of non-state spaces builds on Scott’s conceptualization of non-state space as physical spaces (1998: 187) and expanded by Tadem (2012: 166) to include non-state political spaces as “strategies and practices that non-state players can resort to in order to make their demands felt” with the state as the object of their actions.

The remainder of the paper presents a brief background on the investment, followed by the discussion of local practices of land access and control, and concludes with a discussion on how the investor is able to get effective control of land for sugarcane production, using the conceptual tools discussed above. The section explains the shifts in access and control over land in San Mariano and the gendered outcomes and strategies related to these trajectories.

## **The sugarcane investment in San Mariano, Isabela: case background**

Large-scale sugarcane production was introduced in the province of Isabela in 2006 by the Filipino-owned company Ecofuel Land Development, Inc. The company has a Feedstock Agreement with Green Future Innovations, Inc (GFII), a joint-venture among Japanese, Taiwanese and Filipino investors which constructed a bioethanol and cogeneration plant in the municipality of San Mariano, Isabela.<sup>3</sup> Ecofuel is committed to grow sugarcane on 11,000 hectares of land to supply GFII with about 600,000 metric tons of sugarcane annually. To date, Ecofuel has acquired around 10,000 hectares in Isabela and nearby provinces. About 7,000 hectares of these are currently cultivated for sugarcane production. Company records as of 2012 reflect a production area of approximately 1,300 hectares of sugarcane in San Mariano, the focus of this study.<sup>4</sup>

San Mariano’s history has seen shifts in land use and control. Indigenous peoples were the first inhabitants of the area.<sup>5</sup> The influx of migrant indigenous peoples and lowland farmers from other provinces through the expansion of tobacco production in the late 1800s, the homestead program in the 1930s, and the logging boom beginning in the 1950s pushed indigenous groups like the Kalinga and Agta to the uplands (Minter, 2010: 39-40; Persoon and van der Ploeg, 2003: 455-457). Total logging ban was implemented across the country beginning in the late 1980s which led to the demise of the logging industry that once sustained San Mariano’s local economy (Jongman, 1997). After the logging boom, San Mariano’s “lowland forest completely disappeared and was replaced with denuded

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<sup>3</sup> Ecofuel and GFII are separate companies but operations on the ground point to GFII as being the mother company of Ecofuel. Officials of Ecofuel also refer to the company as a subsidiary of GFII although this is not reflected in official company documents.

<sup>4</sup> Fieldwork for this research was focused in two villages of San Mariano where a survey of 194 respondents was conducted, of which 71 signed contracts with Ecofuel and 123 did not contract out their land. Seventy-six farmers, farmworkers, local government and company officials, traders, and contractors were interviewed in San Mariano and other areas.

<sup>5</sup> Section 1 of the Indigenous People’s Rights Act (Republic of the Philippines, 1998) defines indigenous peoples as “a group of people or homogenous societies identified by self-ascription and ascription by others, who have continuously lived as organized community on communally bounded and defined territory, and who have, under claims of ownership since time immemorial, occupied, possessed and utilized such territories, sharing common bonds of language, customs, traditions and other distinctive cultural traits, or who have, through resistance to political, social and cultural inroads of colonization, non-indigenous religions and cultures, become historically differentiated from the majority of Filipinos.” They also include those “who may have been displaced from their traditional domains or who may have resettled outside their ancestral domains.”

hillsides and farmland” (Minter, *ibid*: 98). Since then, corn and rice production have replaced logging as the main income source for San Mariano residents.<sup>6</sup>

Local government records show that land in San Mariano is underutilized for agricultural production. Of the municipality’s total land area of about 154,933 hectares, about 22 percent or 34,200 hectares are suitable for agricultural purposes, 50 percent of the land area is classified as forest areas, and the rest of the land is devoted to watershed and other uses (Talosig Go, not dated: 8). Data from the Municipal Planning and Development Office (2010) only account for around 18,000 hectares of land utilized for agricultural production. In 2010, corn was cultivated on about 10,800 hectares followed by banana produced from around 3,000 hectares and rice also planted in about 3,000 hectares, and some 900 hectares devoted to cassava, tobacco, vegetable, and fruit production. Sugarcane during this time covered only around 300 hectares.

The company’s plantation sites expanded through its production schemes of lease and contract farming, and self-financing. Although not intended as a company scheme, Ecofuel accepted offers of self-financing from two landowners who own big tracts of land and who could finance the cultivation of sugarcane on their own. These areas make up about 5 percent of production sites in San Mariano.<sup>7</sup> The remainder of its plantation sites is comprised of small non-contiguous parcels of land. For lease and contract farming, the land is tied to sugarcane production for a pre-agreed period of 3 years and renewable for another 3 years. The company retains the right over the produce during this period. Adoption of these arrangements does not entail transfer of land ownership in favor of the investor but the changes point to transfer of control over land use either directly in favor of Ecofuel or from farmers to another party who then eventually contracts out the land to Ecofuel.

In a lease contract, farmers are paid from PhP5,000 to PhP10,000 per hectare per year (approximately \$97 to \$195)<sup>8</sup> for a minimum contract period of three years and renewable for another three years.<sup>9</sup> Upon signing the contract, the landowner receives a P500 signing bonus together with the full payment for the three-year lease period. The rest of the rent is paid at the start of the second 3-year cycle of the contract, if the landowner decides to renew the contract. Ecofuel takes over the land for the duration of the contract. The farmer can also choose to be part of the group of workers that can be assigned to do farm work on plantation areas within the municipality. In 2012, around 1,000 hectares or about 80 percent of Ecofuel’s production areas in San Mariano are under lease contracts.

The contract farming scheme requires the landowner to directly work or supervise farmwork in sugarcane production. The company advances the production cost by supplying all the chemical input, farm implement, and equipment. It then deducts these costs from the growers’ earnings come harvest period, computed at PhP1,200 (approximately \$23) per ton of sugarcane. The landowner can choose to take care of labor needs or request the company to assign farmworkers. In the latter’s case, the landowner may either pay the farmworkers directly or let the company arrange the payment and deduct the labor cost after harvest. Areas under contract growing make up about 15 percent of all the plantations sites, which in San Mariano translates to just below 200 hectares.<sup>10</sup>

Company records indicate the tenurial status of the areas that farmers contracted out (ELDI, 2012). From its record, 159 farmers or about 56% of the total number of lessors and growers in San Mariano do not have formal instruments to claim ownership of the land. Documents they used as

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<sup>6</sup> Hybrid varieties of corn for feeds dominate the corn production in the municipality (interview with Department Agriculture Director in Region 2).

<sup>7</sup> This has increased since 2012. See discussion on p. 15.

<sup>8</sup> In 2006, the average peso-dollar exchange rate was \$1:PhP51.31 (NSCB, 2015).

<sup>9</sup> These lease rates were in effect from 2006 to 2013. Beginning in 2014, Ecofuel has been offering an annual rate of PhP30,000-40,000 per hectare.

<sup>10</sup> The breakdown of production areas are taken from the Area Turnover Sheet of Ecofuel as of July 2012 and from estimates by company officials.

proof of ownership include village certifications, tax declarations, and deeds of sale. Those holding formal instruments are 70 farmers owning titled private lands (25%), 49 agrarian reform beneficiaries (17%), and 5 (2%) Socialized Industrial Forest Management Agreement (SIFMA) holders.<sup>11</sup>

## Local practices of land access and control

Farmers in the villages covered by the research view land ownership beyond the customary and statutory rights defined in Philippine land laws. Aside from the state, women and men gain access to land through informal market channels and through inheritance.<sup>12</sup> Weak state regulation on land in the municipality enables farmers to continue exercising their local systems of accessing and transferring land ownership and control. Buying and selling of land can be done without any formal contracts. Another market-based arrangement for access to land is the transfer of usufruct rights through pawning. They rely on verbal agreements or signed documents attested by village officials as witnesses. For migrants, possession of land can already be considered as ownership. Possession means having the control over actual land use. Persoon and van de Ploeg (2003: 461) also noted “possession” as a form of informal claim of ownership by farmers in San Mariano. For indigenous farmers however, possession of the land is not a necessary condition for one to exercise ownership and control over the land.

Then and now, indigenous women in San Mariano have stood equally with men in terms of asserting their access and control over land, based on the interviews conducted for this research. Ibanag and Kalinga indigenous farmers interviewed for the research exercise customary rights over their land. According to them, land was divided among clans and managed by the clans. Land could also be distributed among family members. The parents held the highest authority within the family. They had the power to distribute land. Sons and daughters could individually own land. For Kalinga farmers in one village, priority is given to who is most in need of the land. For instance, in one Kalinga family, the sons refer to their widowed mother as the landowner. Aside from land inherited from her parents, she also inherited the land of her husband after his death. Her offspring will only be able to own land when she bequeaths the land to them. Before this happens, her children enjoy usufruct rights over specific plots awarded by their mother. In another Kalinga family, the widowed mother distributed land equally among herself and her sons and daughters. Ibanag women similarly have the right to own land through inheritance from their parents. Ownership of the husband’s land is also transferred to the spouse after his passing. Indigenous farmers I interviewed have not formalized their land claims through the state’s land titling program for indigenous peoples.

Migrants access land through state instruments, transactions in informal land markets, inheritance, and by forging social ties through marriage. Land laws in the Philippines recognize the rights of both men and women to own land through purchase, inheritance, or by benefiting from land distribution program of the state. Informal transactions include land selling and pawning. Migrants who marry into the tribe become eligible to inherit their spouses’ land.

Another way to access land is through state mechanisms of collective or individual land titling under the agrarian reform program<sup>13</sup> and the issuance of environmental management certificates for

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<sup>11</sup> SIFMA is issued by the Department of Environment and Natural Resources granting individuals or associations usufruct rights to forestland (<http://forestry.denr.gov.ph/sifma.htm>).

<sup>12</sup> Deere and Leon (2003: 929) notes that in Latin America “the principal means of acquiring land ownership is through the family via inheritance, the community either through inheritance or via land re-allocation, the state through land distribution programs or the titling of national land, and market purchases.”

<sup>13</sup> The Comprehensive Agrarian Reform Program (CARP) in the Philippines mandates the distribution of public and private lands from 1988 to 2014. Other land reform programs have been implemented prior to this (for further reference see for instance, Constantino and Constantino, 1978; Putzel, 1992).



usufruct rights over forestland. When logging was still legal in the country, a total of 100,625 hectares or 71 percent of the municipality's total land area were covered by five timber license agreements in San Mariano (Persoon and van der Ploeg, 2003: 456). The Department of Environment and Natural Resources also gives out use permits for a 25-year period such as one existing permit for social forestry. In one research village, three large estates for pasture existed up until the 1990s when they were covered for land distribution under the agrarian reform program.

The Philippines practices bilateral pattern of inheritance where sons and daughters have equal rights to inherit land (Eder, 2006). This egalitarian practices are also evident in decision-making within the nuclear and extended households. These systems also extend to decision-making in community settings (Aguilar, 1989; Bayudan-Dacuycuy, 2009; Illo, 1988). These practices can be observed in San Mariano. Furthermore, land inheritance can be decided while the parents are still alive. Gender differences can be observed in this household-based process of reallocation of land rights, in the case of migrant farmers in San Mariano. Parents may prefer to give all or a larger portion to their sons with the notion that the latter will be the economic provider when it is time to start their own families. In one Ilocano family, the parents jointly own their property. They divided this, left a portion for them to farm, and distributed the rest between their two sons who are also farmers and now have their own families. Their daughter, who is also married, did not receive any land inheritance because according to the mother, "*bahala na ang asawa niya*" (the daughter's husband will take care of her). The mother also reasons that among their three children, their daughter is the only one whom they allowed to get college education. Another Ilocano couple gave a one-hectare land to their married son but none to his unmarried older sister who works overseas. Both received a college education. For this family, utility and not gender is the main consideration for land inheritance.

Drucker (1977) and Quisumbing (1994) point to customary practices as a determining factor for decisions on inheritance in upland and lowland farming households in Luzon. Similar to San Mariano, parental decision is a key factor in the allocation of inheritance. There are gender differences such as when land is bestowed to male children but female children are prioritized in investment in education (Quimbo, 2011; Quisumbing, 1994). On the other hand, Drucker's findings in the upland rice fields show that the father gives preference to the eldest son who inherit his rice farm, the eldest daughter inherits the mother's rice fields, and the other children make do with what is left of the land.

## **Gaining and losing access and control over land**

This section shows the various means of how access and control over land change in the process of Ecofuel's expansion of its sugarcane production. In addition to exploring how control over land is transferred to Ecofuel, it clarifies how farmers retain their access and control over land and prevent the transfer of control to the company. It also identifies points of contestation in the farmers' strategies and that of other actors, the forms of coercion, and resistance that take place along the way.

The different pathways of access and control over land that are presented here challenge the competing perspectives of the state, the investor, and groups opposing the investment. On one hand, the investor and local government continue to peddle the 'idle and abandoned lands' narrative, that land in the municipality is largely still open for the taking. They claim that only idle lands were covered by Ecofuel's production sites.<sup>14</sup> On the other hand, militant farmers' groups continue to oppose the company's presence and expose what they claim as a pattern of land grabbing perpetuated by Ecofuel in areas utilized for production by people holding customary rights to land (Aonishi, et al , 2011: 13). The discussion shows that land covered by the investment already fall under various tenurial arrangements. The investor is able to take control of the land through different processes of

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<sup>14</sup> Interviews with high-ranking local government and company officials

exclusion.

### *Gaining access for those without land*

Ribot and Peluso (2003: 159) pertains to gaining access as a “general process by which access is established”, in this case, access to land. In San Mariano, individuals gain access to land through state regulation and market transaction through informal land purchase, leasing, or offering loans with land as collateral. Those who are able to make use of these channels are farmers and other individuals who have the capital and access to information on which land is available for buying or pawning. Men have better access to state regulation through its land distribution program. Both men and women participate in market transactions but women are better able to leverage social capital in the negotiations.

It is claimed that the land distribution program<sup>15</sup> in San Mariano became an instrument for Ecofuel to eventually gain control of land. The Department of Agrarian Reform (DAR) used individual titling of land to agrarian beneficiaries as an incentive so that the farmers would lease out their land to the company. Ecofuel provided legal assistance to facilitate the process (de la Cruz, 2012: 34-37). However, the extent to which this facilitation of titling took place cannot be ascertained through available records.

What is certain is that men have better access to the formal land titling program. There are 1,654 male beneficiaries compared to 745 female beneficiaries in San Mariano. The situation is the same nationwide where women beneficiaries account for only 29% of the total number of agrarian reform beneficiaries (NSCB, 2013). For those with spouses, women can also claim rights as joint-owners because land cannot be sold or leased out without their consent. But even though land titles in the Philippines contain the names of the spouses, whoever is identified as beneficiary is considered the primary owner and is therefore entitled to the accompanying support services from implementing agencies. Titling in favor of men is also a disadvantage to women because asset ownership is one consideration in household decision-making.

Land speculation also emerged with the establishment of the sugarcane investment. Prospective buyers and lessors (e.g., government employees) who capitalize on the opportunity to invest in land, and whom I refer to as ‘land deal entrepreneurs’, are now present in the area. Ecofuel’s presence in the municipality has given them opportunity to gain access to land for livelihood diversification. Land with customary and informal claims have become attractive to these outsiders looking to invest in land. According to company officials, some of their contract farmers in San Mariano and other municipalities are government workers who lease or buy land from small farmers so they can sub-lease them to Ecofuel or go into contract farming for the company. Land deal entrepreneurs leverage on their access to capital in order to expand and consolidate their control over the land.

In San Mariano, women farmers are seen as more honest and better negotiators than men so they are more trusted to make credit or land transactions.<sup>16</sup> They also capitalize on their social relations in the process of negotiation. Four women capitalist farmers bought land then leased it out to Ecofuel. Two of them bought land offered by land reform beneficiaries. One teacher who has other properties went into contract farming since she had the capital to spend for production. She would also negotiate with company officials and field technicians while her husband supervised the farm work. Another woman farmer said that the farmer who pawned land to her preferred to approach her because men

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<sup>15</sup> The Comprehensive Agrarian Reform Program (CARP) in the Philippines mandates the distribution of public and private lands from 1988 to 2014. Other land reform programs have been implemented prior to this (for further reference see for instance, Constantino and Constantino, 1978; Putzel, 1992).

<sup>16</sup> This is a common observation among local officials, traders, labor contractor, and company officials I interviewed.

could be more strict in setting conditions. She leased out the land to Ecofuel because she could not maintain it. Her husband also has his own farm.

### *Maintaining access and control*

Farmers and Ecofuel have ways of maintaining access and control over land. They utilize their access to regulation and state agents, market information, and assertion of social identity to assert their land claims. Maintenance of control for the farmers means exercising their right to decide on how to use the land. Ecofuel, on the other hand, ensures its access and control over its acquired land by demanding proofs of formal land ownership from farmers aside from the formal contracts it signs with farmers. Knowing the prevalence of informal tenurial claims in the municipality, this cushions the company against possible conflicts in land claims.

A common practice among the lessors and contract farmers is to contract out only portions of their land to Ecofuel and retain the rest for their own use. Sugarcane cultivation is new to the municipality. The farmers do not want to risk giving up their land for a new investment that is unfamiliar to them. Contrary to the “idle land” narrative marketed by the state and the investor, based on the research survey, 65% of the households who engaged the company devoted the land to rice and corn production prior to becoming lessors or contract farmers of Ecofuel. Another 17% say that they used the land to produce other crops. Eleven percent say the land was pasture land and only 10% claim that the land was not used by the farmers or “*walang gamit*”.<sup>17</sup>

Other farmers who jointly owned land with other family members who wanted to lease out the land to Ecofuel used the voluntary land distribution schemes under the agrarian reform program to maintain their access to land. Instead of subdividing the property under inheritance procedures, they negotiated with local personnel of the Department of Agrarian Reform to cover their land and make the family members agrarian reform beneficiaries. Those interested to contract out the land to Ecofuel did so after the subdivision of the property. Other family members were able to retain access and control over the land and formalize their claim in the process. Simple land purchase transactions that have been done in the past were also applied for voluntary land transfer so that the buyers could get the title and lease out the land to Ecofuel. This process of formal land transfer benefited both the individuals and the state. The individuals got their land titles and the state could claim land distribution accomplishment. Four of the interviewees (3 men and 1 woman) are “agrarian reform beneficiaries” through this process. All leased out portions of their land to Ecofuel after getting their certificates of land ownership award. They also have family members who decided not to engage the investor.

State agents at the village level facilitate informal formalization of land claims (Benjaminsen and Lund, 2003). Local practices of tenure arrangements are recognized through documents granted by village officials, but not accepted as formal instruments of ownership under national land policies. Short of a title, village officials attest to one’s ownership of the land by issuing certificates of ownership on land claimed through customary and informal rights. They also recognize tax declarations and deeds of sale as proof of ownership.

The investor also enables informal formalization and cooperates with the village officials on this. It recognizes the documents issued by the latter as proofs of “formal” ownership. By signing formal contracts with lessors and contract farmers, Ecofuel further strengthens its claim over the land for the duration of the contracts. For married landowners, the company requires both spouses to sign the contract.

Farmers who are aware of this option take this route instead of formalizing their land claims through titling because of the higher transaction cost involved in land titling, not to mention that some

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<sup>17</sup> The total is not equal to 100% because the question allowed multiple answers.

claims are not eligible for titling, such as when one is in possession of land used as loan collateral. The company's acceptance of these documents gives the farmers a semblance of having formal ownership, according to farmers I interviewed, because they are recognized by the company as the landowners. However, the same scheme of presenting documentary proofs of land ownership or possession can also be abused as shown in the succeeding discussions.

The investor's practice of executing contracts with both spouses may also serve as a way for women to assert control over decision-making on how land is used. The contracts recognizes land ownership claims of women as co-owners of the land. The husbands could not enter contracts without the knowledge and consent of their wives.

Moneylenders have also found ways to lease out land to Ecofuel by claiming rights to the land pawned to them. The investment attracted them because part of Ecofuel's policy of attraction in the early stage of its operation was to pay the lease rent in full and adding in a cash bonus released upon contract signing. The check would be issued to whoever was listed as the primary landowner. It is fairly easy for the moneylenders to negotiate these arrangements with farmers. The transaction is legitimized through village documentation where local officials often act as witnesses to the contracts. This has been a source of conflict because those in possession of the land maintained access and therefore were able to control the way land is utilized. This excludes the owner from accessing the land. Such is the case of a female contract farmer mentioned in an example below. The 3.8-hectare land she used for sugarcane production was offered to her as collateral for a loan she extended to a local farmer. Now, she sees the land as her own because the 'former owner' had not been able to repay her the loan.

Women and men farmers with large landholdings had different strategies of dealing with the company and ensuring that they maintain their access and control over land. Many easily accepted the company's offers to lease part of their land to Ecofuel but others took the risk with contract farming. One woman farmer leased out 6 hectares of her land to Ecofuel but at the end of one term, converted to contract farming because she wanted to improve her earnings from the venture and supervise the production. She has customary rights over the land as an indigenous farmer and have other farms utilized for corn production. Another woman who owns 27 hectares acquired through inheritance, as loan collateral, and through informal land selling readily leased out 3.8 hectares when she learned of Ecofuel's investment. She also converted to contract farming after three years so she could manage the land with her husband. This land was pawned to her but had not been claimed by the owner. Three male landowners wanted to have more control over the land so they insisted on not signing contracts with the company. They leased out their properties to Ecofuel then later converted to contract farming, then to self-financing. In a few occasions, two of them have sold the harvested canes to the sugar mill in Cagayan province, adjacent to Isabela, because the mill offered a higher buying price.

Conflicts also take place when regulation and legitimation are invoked by dissenting parties to maintain their access and control over land. In one case, village officials gave more weight to one farmer's claim through possession of the land over another farmer's assertion of the power of regulation.

In 2013, an agrarian beneficiary wanted to claim back the land he sold to another farmer because someone else wanted to buy it for a higher price and then enter it into lease contract with Ecofuel. The farmer who bought the land did not possess any deed of sale but he has finished paying the amortization to the Land Bank. The title has not been transferred to his name because the procedure was too costly, according to him. Claiming to be the legitimate owner because he has already paid for the land, the new 'owner' would not give up possession of the land. He also argued that he has already developed the land and was using it for growing corn. He agreed to sell the land back to the agrarian beneficiary at a higher price but the latter insisted on just returning the payment he received. The

agrarian beneficiary asserted his claim as land title holder. Based on the state's agrarian reform policy, the farmer who bought the land has illegal access to the land because there is a prohibition against the buying and selling of redistributed land. However, he was able to get a certification from the village officials about the land sale and his amortization payment. He was able to secure his claim because he was in possession of the land even without a land title under his name. This prevented Ecofuel from accessing the land through the prospective lessor.

In another case, claims of customary ownership as a form of legitimation allowed a family of indigenous farmers to assert control over the land even though possession was in the hands of another claimant who wanted to lease the land to Ecofuel.

A Kalinga male farmer used to manage his family's 9-hectare land. They pawned the land 5 years ago, with the agreement that they could only claim back the land if the loan was fully paid. When Ecofuel started operations, the creditor leased out the property to the company. The farmer objected and filed a complaint with village officials and the company. He asserted his family's customary claim over the land on the basis of their identity as indigenous farmers. The village officials ruled that the creditor could not sub-lease the land. Ecofuel backed out and pulled out the cane points already planted on the land.

Some of the practices of farmers mentioned above to maintain their access and control over land may constitute illegal access to land under the ambit of state regulation but in some instances, the state agents themselves make these possible. Ecofuel also plays a role in legitimizing landowners' claims by selecting who the company deals with and by accepting village-issued documents as proof of land ownership. This local practices of recognizing land claims favors women because recognition of women's land rights as individual owner is limited under state regulation as seen in the land distribution accomplishment in the municipality. It also gives room for indigenous farmers to assert their customary land rights.

### *Excluding those who already have access to land*

Farmers, however legitimate their claim, get excluded from access and control over land through the use of state regulation, control of market access, and use of force. Those who exclude are traders as well farmers with access to capital, authority, and information. Both those with formal and informal claims may be vulnerable to losing access to land. From the cases discussed below, we can also see that one may lose access and control to land but gain from the income derived from the land or one may lose both income and access and control over land at the same time.

It is common practice for spouses to consult each other before making decisions, according to the interviewees. This is reflective of the egalitarian decision-making processes observed in Filipino households (Aguilar, 1989; Bayudan-Dacuyucuy, 2009; Eder, 2006; Quimbo, 2014). In many households, decision-making on whether to lease out their land or not more often rests on who is considered the owner of the land. As some of the cases below show, the spouses also weigh in economic considerations in deciding to lease out the land. There are cases where older members of the household leave the decision-making to the younger members who are of productive age.

There are cases where the woman loses access to her farmland because it is contracted to Ecofuel. The household retains the husband's farm for household use because it is more productive. The rent is then used to sustain production on the remaining land or invested in other economic activities. One woman, for instance, was convinced by her husband to lease out to Ecofuel her one-hectare land because its soil quality was poor and it remained idle because it would be too costly to use it for crop production. The rental was used by the husband and wife to finance production in the corn farm that the husband received through agrarian reform. On other cases, women did lose access to land but they benefited from the rental payment from Ecofuel. There are a number of women who started small

businesses like home-based retail stores or invested in livestock.

However, this is not always the case. In two instances, the women lost effective control over the land as well as lost direct access to the income derived from the land. For one woman, her husband persuaded her to lease out their jointly-owned land to Ecofuel. He used the rental payment to buy a motorbike which he now drives for a living. She, on the other hand, now works as farmworker for Ecofuel. Another woman's farm was leased out to Ecofuel and the rent was used to pay for spouses' loan from a trader. The woman would have wanted to use the rent to finance her application for work overseas.

For eight beneficiaries of agrarian reform, lack of access to capital prevented them from making the land productive so they entered the lease arrangement offered by Ecofuel. Some agrarian reform beneficiaries I interviewed received land that were previously used for pasture. According to them, large portions of the land cannot be used for production. For those that are arable, the costs of producing corn and especially rice are unreasonable because of the poor soil quality and lack of irrigation facilities.

Some farmers are trapped in a cycle of chronic debt that constrains their options on how to utilize their land. Support services is lacking which leaves them at the mercy of traders and financiers. For some agrarian beneficiaries, poor soil quality adds to their concerns because this means they have to spend more to at least aim for breakeven income. They are pressured into selling their land, using them as loan collateral, or leasing them out to the company. They lose their land and revert to being tenants or engage in wage labor for the company and other farmers.

One woman land reform beneficiary had access to land but lacked access to other means to help her maintain her control over the land and benefits from it. She had access to informal credit sources but the trader she dealt with offered disadvantageous terms. She could not pay the annual amortization for the 2-hectare land she received from the agrarian reform program so she leased out the land to Ecofuel thinking that it would be confiscated from her by the state after a few years. She mentioned one agrarian beneficiary who already received a demand letter from the Land Bank.

She used to farm the land for cassava or corn production but doing so only bound her in debt to a local trader/financer every cropping. She used the lease rent paid by Ecofuel to finance production on her other one-hectare land that is more productive, which she inherited when her spouse passed away. She farms this with her son but the harvest mainly benefits the trader from which she gets additional financing. In one cropping season where they harvested 90 sacks of corn, 70 sacks were taken by the trader as part of her share plus payment for the production loan. The trader would extend them production loan and set the buying price for the produce every time. That harvest, she and her son had to divide the remaining 20 sacks between them. The way the market works for traditional crops constrains the farmers' options which force them to sometimes give up their land, which this farmer did.

#### **Another experience:**

A male farmer beneficiary lost his land to his sister who bought the land from him because he could not continue paying the annual amortization on the land. His sister then entered into a contract farming arrangement with Ecofuel even though the land was productive and was already used by the farmer beneficiary for producing corn. Since she does not live in San Mariano, the male agrarian reform beneficiary became the land's caretaker. He and wife work on the land. They are not paid wages but his sister supports his family's financial needs. She also gives them a share from the harvest. His family also resides on a portion of the land now owned by his sister.

Retaining their rights to land may also prove tenuous for small-scale farmers when land deal entrepreneurs like outsiders, capitalist farmers, and other enterprising individuals take advantage of state regulation such as land titling under the agrarian reform program or use force to exclude

individuals who already have access to land. These land deal entrepreneurs formalize their claim and later on lease out the land to Ecofuel. This presents a problem for farmers who hold informal claims but who have no access to support services from the state like credit.

For example, a woman indigenous farmer was evicted from the 4.5-hectare land she inherited from her parents in one upland village and for which she holds customary ownership. A male farmer from another village was able to have the land titled through the agrarian reform program and then leased out the land to Ecofuel. According to her, officials from the DAR together with the “beneficiary” came to see her some time in 2010 and asked her to sign a waiver allowing Ecofuel to plant sugarcane on the land. When she refused, she and her son’s family who helps her maintain the land were forced out of the property by the armed guards of the “beneficiary”. The gmelina trees, banana, palay, and corn planted on their land, including their house, were bulldozed. The area was fenced off and the company planted sugarcane. In a negotiation facilitated by the state agency in 2011, the Kalinga farmer demanded payment of PhP30,000 but the “land reform beneficiary” refused to pay, asserting that he was entitled to the land because he possessed the title. The woman farmer’s exclusion was legitimized through the regulatory powers of the state. “*Nawalan kami ng pinagkakakitaan. Hinahabol kami ng baril pag pumupunta kami sa lupa at nagpatayo ng kubo sina Pedro dun sa lupa.* (We lost our source of income. They even chased us with guns when we try to go the area. Pedro [the supposed new landowner] constructed a small house on the land.)”, says the farmer. A case of robbery was also filed against two of her sons. To this day, she works as a farmworker in other farms. Her sons remain in hiding.

The company disavows responsibility over conflicts such as this. It avoids conflicts to lessen the pressure from allegations of land grabbing by groups opposing the investment. However, Ecofuel’s insistence on getting proof of ownership or possession of land from lessors and contract farmers does not always protect the company from getting embroiled in land disputes. In this case, Ecofuel backed out of the area and uprooted the sugarcane because of the conflict. A high-ranking company official admitted that in the beginning, Ecofuel did not do background checks on the land and the landowners submitting proof of ownership and it consequently had to face problems of disagreements over land claims.

### ***Preventing those without access from accessing land***

This type of exclusion is dominated by landowners who already have access and control over land and capital. They are able to combine their economic and political influence to avoid land distribution coverage. These landowners were the first to be approached by Ecofuel to develop their lands into sugarcane nurseries. They also continue to expand their access to land for use in sugarcane cultivation by buying land from small-scale farmers with informal ownership. This local elite capitalizes on the need for land by the investor in order to expand the scope of their access. Although these landowners are very few based on the recollection company officials interviewed about this, the area accessed by these landowners involves more than 300 hectares as of 2015. One prominent individual already owns about a hundred hectare of land used for contract farming but which was not covered by the Department of Agrarian Reform for land distribution. The tenants were expelled from the land and became farmworkers on his sugarcane areas, in Ecofuel’s other production sites, and in other farms. Over the years he had been able to further expand his access and control to about 250 hectares spread over a few barangays, based on interviewees’ estimate, and used them for self-financing sugarcane production.<sup>18</sup>

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<sup>18</sup> The informants could not say if these areas are titled.

## *Gaining back the land*

Complaints against Ecofuel's operation have been mounting in the past years. Not contented with the earnings promised by the company and coupled with delays in receiving their payment, a number of contract farmers have stopped producing sugarcane and converted to cassava even prior to the end of their contracts. Six contract farmers who were interviewed in 2015 said that Ecofuel was at least six months behind in releasing the payment to them. This emboldened them to rescind their contracts. At the time of the interviews, the farmers have not harvested cassava but sounded optimistic that they would recover their investment because unlike sugarcane, they say that cassava is not labor-intensive except during harvest. Buyers are also offering financing and cash payment upon delivery, which enticed them to try the crop. They contrasted this to Ecofuel's selective provision of financing for contract farmers and delayed payment.

There are lessors who also decided claim back their land. In the last two years, Ecofuel has been offering higher lease rates to attract new lessors. The latest annual rent offered for farms near the processing plant is PhP40,000 per hectare. Those whose contracts were up for renewal demanded to receive the new lease rate but Ecofuel refused to make adjustments and insisted on giving the old rates to the existing lessors while extending the latest rate to new lessors. Two lessors I interviewed said that after Ecofuel made its last harvest in 2014, they converted to cassava production. Two other lessors on the other hand, were convinced by Ecofuel to change their agreement to contract farming. Although sugarcane is still grown on the land, access to land was claimed back by the landowners.

One case of collective mobilization was organized outside of San Mariano that illustrates initiatives by farmers to claim back their land.

In the municipality of Delfin Albano, a 42-hectare agrarian reform area was leased out to Ecofuel by the former owner without the knowledge of agrarian beneficiaries and the Department of Agrarian Reform (DAR). The land was tenanted but was pawned to the Development Bank of the Philippines in 1981. The landowner could not pay the loan so the bank turned over the property to the DAR for land distribution. The tenants were identified as beneficiaries. The land had been subdivided and the tenants were only waiting for the release of their land titles when in 2010, the grandchild of the original landowner entered the area into lease contract with Ecofuel. He claimed the land to be his property. He received a certification from the village official of the area and presented this to Ecofuel. He himself was an elected official from another village at that time. Ecofuel planted sugarcane on the area, which had been used for rice and corn production by the 21 displaced families. With the help of the provincial governor, dialogues were organized by militant farmers' groups on behalf of the agrarian beneficiaries. The DAR also certified them as beneficiaries of the program. During this time, Ecofuel continued to occupy the land. Some of the farmers worked as farmworkers in the sugarcane plantation. "*Ang mga pamilya tumira sa gilid ng estate at dun nagtanim ng palay at mais.* (The families lived at the edge of the estate and they planed palay and corn there.)", says one farmer-leader. To protest the displacement, farmers' groups cut and uprooted the sugarcane planted on the area. They also held land occupation to re-install the agrarian beneficiaries.

## *Conclusion*

Changes in land access and control since the establishment of Ecofuel's investment reflect the diverse tendencies of how access to land and exclusion from land take place under specific configuration of actors, processes, and power. Intimate exclusion and licensed exclusion are more prevalent in San Mariano. These are initiated by co-villagers, land deal entrepreneurs, and other individuals who use kinship ties, state regulation, force and the market in order to access land. Control over land is transferred to Ecofuel through its production schemes.

Regulation, market, and force can be mobilized by 'land deal entrepreneurs', both women and



men, in order to access land, maintain their access, or exclude those with access to land. They impose force on farmers who do not have secure rights using direct violence and through state regulatory mechanisms. Marginal farmers who do not have access to land and those whose access is mediated by the control of others are vulnerable to exclusion. This indicates that differences in access and control over land and the farmers' terms of incorporation may differ along class as shown for instance, by the involvement of women who profited from the investment and those who experienced it negatively.

The power of legitimation can be deployed differently. There is tension between actors upholding their land claim under customary and local practices on one hand, and those capitalizing on state regulation and what it considers legal land claim, on the other hand. The investor has also become a key factor in legitimizing land claims with its emphasis on formalizing land ownership of farmers to facilitate its engagement with farmers. This places those with informal and customary rights to land, especially women and indigenous farmers, in precarious situations when their land is subjected to usurpation by individuals that have access to force, state regulation and market. In cases of conflict, the company's action to either pull out of the land or remain to use it for production becomes a decision point on who is recognized as legitimate claimant.

Traces of both gender equality and differences in access and control over land and in decision-making can also be observed in San Mariano. In this case, women do not benefit fully from individual land titling. Women may also exercise their land rights through informal and customary ownership. Men are privileged to benefit from the state regulation of land titling. Although both women and men have access to informal land market, women are favored in negotiations. This channel becomes a viable option for women than engaging the state and relying on land titling to provide them access to land. Market engagement gives more flexibility for women's land claims than what state regulation offers them. Women may exercise autonomy in negotiating and transacting with other parties to buy land, rent out their land, or use land as loan collateral without the husband's consent. Decision-making based on asset ownership and the household's economic need rather than gender also allows both women and men to benefit from the income derived from the land. However, there is also evidence that this may disadvantage women. San Mariano's case demonstrates that women farmers may be incorporated into corporate agriculture in ways that threaten their rights to land. At the same time, however, they are able to maneuver and utilize non-state spaces to claim and retain their effective control over land, contrary to the largely negative outcomes experienced in other cases of land deals.

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## Land grabbing, conflict and agrarian-environmental transformations: perspectives from East and Southeast

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