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Liberia Community Forestry Legal, Regulatory, and Policy Framework Assessment



January 2014

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Principal contacts:

Vaneska Litz, Chief of Party, Tetra Tech ARD, Monrovia, Liberia, Vaneska.Litz@tetratech.com
Kristin Blodgett, Project Manager, Tetra Tech ARD, Burlington, Vermont, Kristin.Blodgett@tetratech.com

Prepared by:
Tetra Tech ARD and Environmental Law Institute

Implemented by:

Tetra Tech
People, Rules and Organizations Supporting the Protection of Ecosystem Resources
(PROSPER)
19th Street and Payne Avenue, Sinkor
Monrovia, Liberia

Tetra Tech
P.O. Box 1397
Burlington, VT 05402
Tel: 802-658-3890

PROSPER

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Acronyms and Abbreviations

CA	Community Assembly
CFMA	Community Forest Management Agreement
CFMB	Community Forest Management Body
CFWG	Community Forest Working Group
CJPS	Center for Justice and Peace Studies
CMC	Co-management Committee
CRL	Community Rights Law of 2009
CSO	Civil Society Organizations
EC	Executive Committee
ELI	Environmental Law Institute
EU	European Union
FDA	Forestry Development Authority
GEMAP	Governance and Economic Management Assistance Program
JCFMB	Joint Community Forest Management Body
LC	Land Commission
LEITI	Liberia Extractive Industry Transparency Initiative
MIA	Ministry of Internal Affairs
MLME	Ministry of Lands, Mines and Energy
NFRL	National Forestry Reform Law of 1996
NGO	Non-governmental Organization
NTFP	Non-timber Forest Product
ODGA	Organizational Development and Governance Advisor
ODO	Organizational Development Officer
PPCA	Public Procurement and Concession Act
PUP	Private Use Permit
SOP	Standard Operating Procedures
VPA	Voluntary Partnership Agreement

Executive Summary

Globally, there is a movement to reform forest management to be more inclusive, transparent, and grounded in local communities. Forestry reform has become a major focus in Liberia, a country whose recent major civil conflict was largely fueled by access to and control of revenues from natural resources, notably including timber. The country has taken major steps forward to restructure its forestry sector, including the development of a new forestry legal framework and institutional restructuring that creates opportunities for meaningful involvement in forestry management by local communities. Complementary community rights legislation paves the way for communities to take the lead in forestry management on community lands. Despite this, implementation has been limited in scope, and undertaken with varying degrees of compliance to the regulatory framework.

Objectives of the report

The promulgation of a new land rights policy by Liberia's Land Commission (LC) in June 2013 is a watershed event in the process of recognizing and realizing the land and natural resources rights of the communities. This policy builds on and complements the paradigm shift introduced by the Community Rights Law (CRL) of 2009 through which a process for community ownership of forest resources was introduced to legitimize communal customary rights over forest resources. The new land rights policy, once enacted, will not only convey ownership of forest resources, but will convey private land ownership rights to communities over customary lands. In order for this policy to be effective, there is a need to better understand the current natural resource management framework in Liberia and how that framework both limits community rights and could be improved to achieve the goals of the new land rights policy. This report seeks to enhance understanding of and capacity to implement forestry reform to advance community forestry by (1) identifying and analyzing key issues and concerns in the development and implementation of legal and policy reform; (2) discussing findings from facilitative dialogues and a stakeholder workshop with forest communities in Liberia; and (3) presenting practical, implementable recommendations to promote community forestry.

Key Issues

Consultations and workshops with Liberian policy-makers, community members, and other stakeholders in August 2013 revealed a general perception that **despite best intentions in the law, community rights related to natural resource management are under threat**. Consultations identified that decisions from the small to very large scale are commonly made without sufficient information, laws are not always being implemented, and the institutional structure is not functioning adequately. Furthermore, there is **confusion regarding certain community forestry procedures** that is compounded by **multiple laws dealing with forestry and community rights that are not harmonized**, and **community forestry governance institutions are not structured effectively**.

Recommendations

Based on these concerns, this report proposes a series of recommendations for improvements to the community forestry framework in Liberia. Some of the recommendations relate to broad cultural shifts that can only occur in the long-term; others will require changes in laws or even the Constitution. However, many of the recommendations are quite feasible in the short-term. It would take very little to apply key legal requirements such as strategic planning, community consultation, and accountability measures such as debarment lists. Donors and non-governmental organizations/civil society organizations (NGO/CSO) are already engaged in building the capacity of communities and assisting them to claim their rights and play a more active role in the overall functioning of the forest management system. The development of tools to further educate communities and to support compliance with the laws is an achievable goal, while improvements in communication requires only minor coordination efforts and political will. As in all governance systems, the key to achieving the reforms that have been undertaken in the aftermath of Liberia's brutal civil war lies in the will of community forestry stakeholders to implement the letter and spirit of the law.

1 Introduction

1.1 Global trend towards forest rights devolution and increasing forest-dependent communities' benefits from forestry activities

In efforts to improve forest conservation globally, there is a trend towards devolution of ownership and management responsibilities to communities living in the forests. This approach can have the added benefit of livelihoods improvements for those communities through improved access to and control over forest resources. Legal and policy reforms that give communities the rights and authorities to manage forests take a variety of forms. The degree of rights granted to the communities ranges from very minimal participation or benefit sharing to complete ownership of forest and forest lands, with associated exclusion rights and freedom to make management decisions. Studies are revealing improved conservation outcomes due to these reforms as well as improvements in livelihoods. To date, though, studies have not yet demonstrated how the *degree* of devolution of rights to the communities affects these outcomes.¹

Forest rights devolution is taking place increasingly around the world. In Africa, these new initiatives typically focus on benefit sharing.² For example, all of the countries of the Congo Basin have some kind of benefit-sharing scheme in their forestry laws. Benefit-sharing schemes help address forest management and community rights challenges by improving livelihoods and to some degree, forest stewardship. Generally, though, benefit-sharing schemes are not designed to provide the level of incentives required to bring about sustained participation by the community beneficiaries.³

On the other end of the spectrum, some argue that community management of forest can only be effective with land tenure arrangements that provide or approximate full ownership and which extend statutory recognition to customary tenure rights.⁴ This is based on the idea that, generally speaking, communities will tend to make more efforts to regulate forest use when they have stronger rights to restrict and regulate the use of local resources by people outside their community.

In addition to providing benefit-sharing schemes for communities affected by commercial concessions, Liberia is among many African countries that have taken steps toward extending statutory recognition to customary tenure. The CRL of 2009 extended formal ownership of forest resources on customarily held forestlands to communities.⁵ The land policy of 2013 has taken this devolution of rights a step farther. In addition to granting ownership rights to natural resources on land customarily used by communities (exclusive of mineral rights – see Constitution section below), the policy grants the communities ownership of the customary land itself (forestland, farmland, *et al.*). If this policy is passed into law, it will represent a seismic shift in natural resources management in Liberia.

Extending complete ownership of land and resources thereon to communities as Liberia is doing is an unusual step. Liberia's government will maintain a role in forestry on community land, but among the questions to be resolved is what level and types of authority the government will have. And there is the higher level question of who plays what role in deciding ultimately the objectives in community forestry and how they are to be carried out.

¹ S. Lawry, et al., "Devolution of Forest Rights and Sustainable Management" (USAID, 2012), xi [hereinafter Lawry et al., *Devolution of Forest Rights*, 2012].

² J. Waugh and J. Murombedzi, "Social Benefits in the Liberian Forestry Sector: An Experiment in Post-Conflict Institution Building for Resilience," in S.S. Nichols, C. Muffett, and C. Bruch (eds.), *Governance, Natural Resources, and Post-Conflict Peacebuilding* (forthcoming, 2014).

³ Lawry et al., "Devolution of Forest Rights," 2012, vii.

⁴ Lawry et al., "Devolution of Forest Rights," 2012, x.

⁵ CRL Section 2.2(a) ("All forest resources on community forest lands are owned by local communities.").

1.2 Status of community forestry in Liberia

Liberia holds substantial portions of the remaining upper Guinea rainforest and the associated unique biodiversity. Timber contributes to Liberia's export economy and approximately half of the population lives in and depends on forests.

The CRL establishes a connection between community land rights and community forestry, providing a basis for asserting community rights in community forestry (rather than something that requires a permit from the government). This has allowed substantial progress in the sector with the establishment of at least ten community forest management bodies (CFMB). However, the capacity of these entities to manage their resources varies greatly: five of these CFMB have received years of support from USAID to develop their capacity and organize their forest management in compliance with the law, while the remaining five have been organized by the Forestry Development Authority (FDA) with questionable adherence to the CRL law and regulation and limited training or capacity building.⁶

Other challenges in the sector also limit implementation of the CRL. One challenge is the legal texts themselves. For example the definition of community forestry land is extremely broad,⁷ and there is no formal process in place for determining what land constitutes community forestry land, or for determining what is an "appropriate" use on that land. Beyond problems with terminology, a review of a limited number of community forest management agreements demonstrates fundamental confusion about the system, most particularly FDA has fails to differentiate between the administrative permission to manage a forest that the Community Forest Management Agreement (CFMA) is intended to formalize, and a commercial contract for logging purposes. Even if other community forests were established with a better understanding of the role of the various procedures and authorizations, confusion between administrative authorization and the financial transaction represented by a contract is a major structural concern.

1.3 Background on this assessment and on PROSPER

Liberia has passed laws governing its forestry sector, that provide for community benefits in forest concessions, and provide ownership and management rights to forest resources in customarily-owned forestlands. However, the laws and regulations in place are not substantially being implemented. The Forestry Development Authority, like many forestry agencies globally, has not taken the internal steps necessary to meaningfully and effectively shift management decisions to local rights holders.⁸ More importantly, the FDA implementation of the CRL has been limited in scope, and of questionable adherence to the legal framework established through the forestry reform process. USAID's PROSPER program seeks to address this situation through capacity building of institutions and communities and improvements to the legal framework supporting community management of forest resources.

To support improvements in community-based forest management, PROSPER provides information to policy-makers on the practical implementation of the community forest legal framework. In furtherance of the specific objective of conducting "a review of the forestry legal framework following review of documents and consultations with forestry stakeholders," the Environmental Law Institute (ELI) is providing a "legal analysis of the community forestry and related property rights framework" together with recommendations for reform. The report does not focus on commercial issues or on policy related to taxes or fees on forest use or forest products. These are significant issues, however, and as has been suggested by many, these issues should be analyzed for further review.

⁶ Global Witness. (2013). *Avoiding the Riptide: Liberia Must enforce its forest laws to prevent anew wave of illegal and destructive logging contracts.*

⁷ J. Bruce and B.N. Kanneh, "Reform of Liberia's Civil Law Concerning Land: A Proposed Strategy" (Report to the Land Commission, 2011), 12.

⁸ Lawry et al., "Devolution of Forest Rights," 2012, viii.

2.0 Shifting legal and policy “landscape”

2.1 Land policy and law

The institutional landscape dealing with land policy in Liberia is complex. Extractive industries such as the forestry sector make *de facto* land use decisions when they issue concessions; though there are community consultation requirements, these requirements are often not satisfied meaningfully when concessions are being developed and granted. Among both local and national government, there is also pervasive overlap between authorities: Statutory District Commissioners, which answer to County Inspectors, are responsible for district-level land use decisions within the Ministry of Internal Affairs; however, the Ministry of Public Works, the Ministry of Lands Mines and Energy, and the Ministry of Agriculture, among others, also have the authority to make certain land use decisions and a mechanism for coordination between them is lacking.

In part due to these complexities in land use management and decision-making, land policy in Liberia is under reform. In June 2013 a new Land Policy developed by the Land Commission was signed by President Johnson Sirleaf. In its current form the Policy does not have the force of a law passed by the legislature, but serves as the framework for a law that is under development.

Most significantly, the Policy establishes that much of the land of Liberia historically considered owned by the government is actually owned by the communities who customarily use them. Under the Policy, communities also own natural resources on that land, except where excluded by the Constitution. Further, the land rights that communities have will be equal to the land rights of private landowners. If these substantial policy shifts come to have the force of law, they will have substantial implications for natural resources management and community rights in Liberia.

2.2 Decentralization policy

The Governance Commission was established to carry out a process of redistributing government authority to reach the remote areas of Liberia’s 15 Counties. In 2011, the commission issued a draft policy and revisions were made in 2012. The 2012 policy is currently available for review as the Decentralization Policy of the Johnson Sirleaf Administration.

In order to implement the policy and to give its reforms the force of law, a Central Government Act has been drafted but has not yet been made public. According to discussions with Governance Commission staff familiar with the drafting process, the law proposes to make the local government structures such as the chiefdoms uniform across the counties and it proposes to extend central government functions down through the counties and to sub-county authorities. A draft of the law was presented to President Johnson Sirleaf in August 2013 and since that time has been circulated for comment. Importantly, the proposed legislation does not devolve forest management to the local level.

2.3 Constitutional provisions and constitutional reform process

Yet another significant reform is underway in Liberia. In August 2012, President Johnson Sirleaf initiated a constitutional reform process by appointing a Constitutional Review Committee. The committee has been leading a broad stakeholder consultation process to identify the priorities for reform. One of the issues of discussion in this regard is community rights, particularly rights to land and to the natural resources on that land.⁹

The 1986 Constitution is largely silent on matters relating to natural resources but there are two provisions relevant to community natural resources rights and policy.

The first very broadly addresses how the government should manage natural resources and what the objectives of management should be. The government is required to ensure equality and participation

⁹ Green Advocates International, Inc., “Invitation to attend breakfast meeting on the CRL and Constitution and REDD” (August 9, 2013).

of citizens in natural resources. And the government is to use the economy and natural resources to promote the general welfare and economic development.

“The Republic shall, consistent with the principles of individual freedom and social justice enshrined in this Constitution, manage the national economy and the natural resources of Liberia in such manner as shall ensure the maximum feasible participation of Liberian citizens under conditions of equality as to advance the general welfare of the Liberian people and the economic development of Liberia.” (Article 7)

The second relevant provision is a somewhat radical, cross cutting obligation that introduces legal pluralism to Liberia’s formal government system. The provision implies that the legislature should develop a legal framework for applying legal pluralism and commands the courts to apply both statutory and customary laws.

“The courts shall apply both statutory and customary laws in accordance with the standards enacted by the Legislature.” (Article 65)

This provision is particularly relevant in the natural resources context because under customary norms, communities have intricate systems for using, sharing, and managing land and natural resources that include clear ownership and other tenure rights. This provision has been the subject of various interpretations.¹⁰

Among the current calls for reform of the 1986 Constitution are those based on a critique of the Constitution’s failure to protect community land rights and the establishment of an overly centralized government with too much power vested in the Executive branch. In both cases, there are calls to reform the Constitution so as to give people secure rights to land under customary tenure and to clarify the community and customary rights to land, forests, and property.¹¹

3.0 Findings and recommendations from community and stakeholder consultations and validation workshop

In order to enhance understanding of and capacity to implement and advance community forestry in Liberia, ELI conducted this assessment to identify legal and policy challenges and to identify recommendations to address these challenges. The assessment was conducted through desk research and document review, consultation with community members engaged in community forestry, and interviews with government and civil society stakeholders. Findings were culled from this process and recommendations proposed to participants at a stakeholder workshop for validation. Findings are summarized in Table 1 at the end of this section.

3.1 Community rights are under threat

Stakeholder and community consultations revealed that while recognition and realization of communities’ resource rights is progressing, these same rights are not yet being effectively protected and used and thus remain under threat. Despite legal mechanisms intended to protect community land and resource rights (e.g. requirements for Free, Prior, Informed Consent found in multiple laws and regulations including the Public Procurement and Concession Act), when such rights are challenged, the community usually loses out to extractive industries and unscrupulous people who purport to

¹⁰ L.A. Wily, “So Who Owns the Forest: An Investigation into forest ownership and customary land rights in Liberia,” (Sustainable Development Institute/FERN, 2007).

¹¹ I.A. Nyei, “Liberia: Towards Constitutional Reform in Liberia,” (Pambazuka News, March 7, 2013), *available at* <http://allafrica.com/stories/201303111974.html?page=7>.

represent them¹². The process to establish community-led forestry management is one approach to empower communities and safeguard their land and resource rights until other systems to safeguard them are better implemented.

Communities that actively manage and use their forest through a formalized process can physically claim their forest resources and demonstrate ownership through legal documentation. For example, the Gba community of northern Nimba manages their forest through an approved Community Forestry Management Agreement, which also happens to lie within the Arcelor Mittal (AML) mining concession area. While AML has rights to the mineral resources beneath the forest, the Gba community has been able to exercise their rights to the forest resources above ground by negotiating compensation for the loss of these resources resulting from AML mining activities..

Communities are invested in their right to directly conduct sustainable management of resources—but the natural resource management framework in Liberia must be structured in a way that supports the recognition of this right and creates community capacity to manage resources responsibly. Recommendations for responding to this challenge from both individual consultations and the stakeholder workshop largely center upon **support to ongoing reform processes and on expansion of implementation.**

Recommendations

Legal reform

- **Clarify community rights and strengthen mechanisms to use and safeguard them:** As recognition of community resource rights has progressed in some sectors, it is not fully reflected in all relevant legal frameworks (for example, while requirements for free, prior and informed consent are embedded in the public concessions process, community rights to forestland and resources are not directly considered or incorporated into the procurement processes); all relevant legal tools must be adjusted to support this new understanding of community rights. It is necessary to revise laws, policies, procedures in light of the shift from community use and benefit rights to community **ownership** of land (under the new land policy) and resources.
- **Simplify and clarify requirements and processes:** While the steps to establish community forestry are clear within the CRL regulation, other laws and policies can bewilder the most sophisticated stakeholder. Efforts must continue to clarify conflicts, eliminate overlaps, and remove ambiguities in requirements. The need for this is no better exemplified than in the continued reference to Private Use Permits (PUP) as a “loophole” for timber exploitation both within the domestic and international media. In fact, the use of PUPs was not a loophole: the PUP was deliberately and inappropriately applied to community lands that under the law should have followed processes set out in the CRL.
- **Apply transparency and accountability mechanisms:** Attention was put on certain critical legal provisions that are not being used effectively and it was suggested that transparency and accountability mechanisms such as the due diligence and debarment processes under both the Public Procurement and Concession Act (PPCA) and the National Forestry Reform Law (NFRL) must be applied in order to protect communities from engaging with companies or others who are legally prohibited from engaging in forestry activities in Liberia.

Other recommendations

¹² See for example the discussion on the use of special force police to support Equatorial Palm Oil land clearing in Grand Bassa County. United Nations Security Council. *Letter dated 19 November 2013 from the Chair of the Security Council Committee established pursuant to resolution 1521 (2003) concerning Liberia addressed to the President of the Security Council.*

- **Engage vulnerable communities:** Awareness is only a first step to realizing rights. There must be meaning for the communities in the prospect of managing their forests.
- **Educate vulnerable communities:** Communities can only protect their rights with sufficient information and skills. Use of existing tools¹³ and development of others can support immediate action to empower communities. Workshop participants suggested training and awareness-raising at the community level—through the use of printed materials translated into simple English and local languages—so communities are aware of their rights, especially with regard to land ownership. Continue to build capacity of community management bodies so that they can fulfill their responsibilities and be accountable. While this may not stop exploitation of communities by more sophisticated parties, it will curtail it.
- **Enable the Community Forestry Working Group and FDA to play their roles as conduits between community and national institutions:** Workshop participants and interviewees identified the breakdown in communication between the central government as part of the problem and suggested empowering the Community Forestry Working Group (CFWG) to serve as a conduit between community institutions and national institutions. They urged that the CFWG should serve as a conduit for information and clearinghouse for CFMAs prior to FDA approval. They also advocated for improving the ability of local- and regional-level FDA authorities to provide support to communities. As part of this, it is critical that NGO be integrated into the process to establish community forestry. NGO/CSO have a unique capability to provide technical assistance and serve as a liaison between the communities and the government or others outside the communities. This can be achieved in several ways: providing funding and building NGO/CSO capacity for such operations, creating formal ombudsmen positions, and requiring that NGO be included in specific steps and processes.
- **Develop tools to support compliance in the forestry sector:** In addition to rationalizing applicable legal frameworks, legal tools must be made accessible to community members. This can be done by developing materials to support implementation such as standard operating procedures, guidebooks, templates, checklists, etc. A number of participants gave particular suggestions as to tools that could help improve compliance in the community forestry arena. These included the development of :
 - clear step-by-step guidance in plain English for each step in the community forestry process with clear indication of participants’ roles.
 - templates for community forest management agreements, articles of incorporation for community groups, bylaws. That said, a note of caution was sounded by some participants concerned that templates could be used as a shortcut to legitimacy if they are too prescriptive and do not require decision-making and community input to complete.
 - Standard Operating Procedures and standards for FDA and community for key steps and stages
 - Internal community planning and decision-making
 - Conducting the socioeconomic survey
 - The land demarcation (unless becomes moot due to land process)
 - Conflict resolution
 - Elections of governing body

3.2 Irrevocable decisions are being made without sufficient information

Substantial information gaps plague land administration in Liberia, particularly in the natural resources sectors. These gaps relate to basic information about the resources themselves (what exists, where, how much, accessibility, etc...); existing administrative arrangements with regards to the resources, e.g. are forest resources in a mining concessions addressed by FDA or the Ministry of Lands, Mines and Energy (MLME); economic information (what is the value of the resource); and individual rights to the resources (e.g. title deeds and customary rights). In some cases, the

¹³ Such as those developed by PROSPER and the Community Forestry Working Group.

information exists but is simply not available to those seeking to make a decision due to lack of communication, planning, and coordination. This is particularly so with regard to title deeds that have either not been recorded, or have been recorded but have been lost, destroyed or are otherwise unavailable. The locations and boundaries of many concessions and administrative jurisdictions are unknown or are in databases in line agencies that are inaccessible because of computer virus infections or can only be obtained through multiple bureaucratic requests for information. As a result, parties, including government, may enter into financial transactions over land or resources without being aware of the value of the resource, the options for obtaining value from the resource, or the capacity of the investor. Furthermore, many communities are not aware of the full extent of their rights, and commonly the legitimacy of people who purport to represent groups such as a local community is often not verified.¹⁴

The great danger of making permanent decisions about forests without sufficient information was one of the five sets of issues that emerged as priorities for participants at the validation workshop. Recommendations from individual consultations and the stakeholder workshop for addressing these challenges are focused on the need to increase availability and use of data, communication, and collaboration between the communities and institutions involved in natural resources planning.

Recommendations

Legal recommendations

The legal framework is in place to address the information requirements needed to make informed decisions. However, as discussed, information is either lacking, or is not shared in an efficient way between forestry stakeholders. Accordingly, the recommendations to address this issue are limited to non-legal recommendations.

Other recommendations

- **Prohibit key decisions without adequate information:** Many of the problems currently plaguing Liberia's forest sector have resulted from decisions being made without appropriate information. There must be an insistence on the availability of appropriate information before major administrative or management decisions are made. This implies both improved gathering and management of data, and improved systems to ensure that decisions are only made when sufficient information is available.
- **Improve record-keeping and information management:** In some cases, information is inclusive coordination groups and require regular meetings.
- **Implement transparency commitments:** The forestry legal framework, the Liberia Extractive Industry transparency Initiative (LEITI) Act, and Liberia's Freedom of Information Act contain liberal transparency provisions that are not being implemented. Improving decision-making by making information accessible to those who need it requires a cultural shift to a default of information sharing and compliance with transparency commitments. For communities, this further requires providing them with access to records.

3.3 The decision-making system is flawed

The essential nature of sufficient information as a precursor to committing any portion of the forest to a given use was foreseen by the drafters of the 2006 NFRL. Under Liberia's legal framework, many of the decisions about how to use forests are expected to flow from the National Forest Management Strategy. The strategic planning process is intended to gather and analyze relevant information and

¹⁴ Anecdotally, many of these issues are captured in case of Mount Bele Resources (MBR) company, a UK registered entity that has received a mining exploratory licence within AML's exclusive concession. MBR was able to obtain the license from MLME because MLME did not have the coordinates of the AML concession to check for any overlap. Nor did MLME access FDAs database to determine if there were any community forests overlaying the exploration area. AML does not intend to exploit the area under the MBR concession because their prospecting has revealed limited value. Despite this, MBR still maintains their concession.

make general plans about how to use forest resources over a period of time. Without an up-to-date strategy, each decision is made anew, and commonly without appropriate information. As a result, the Government, communities, and individuals in Liberia are making irrevocable decisions about how to expend Liberia's forest resources in the absence of appropriate data and information and in violation of Liberian law.

One of the fundamental categories of data needed for community forestry is also necessary for almost every other activity throughout the territory of Liberia: land use. Extractive industries, including forestry, make de facto land use decisions when they issue concessions. While they are required to consult with communities, in many cases they do not follow consultation requirements meaningfully and local-level land use decisions are effectively nullified. At broader levels of authority, the confusion continues. Statutory district commissioners are responsible for district level land use decisions. They answer to the County Inspectors. This system is within the Ministry of Internal Affairs. The Ministry of Public Works, the Ministry of Lands Mines and Energy, the Ministry of Agriculture, among others, all also make land use decisions. There is no mechanism for coordination between them. The Legislature also creates roadblocks to effective administration when its members improperly use legislative power to influence executive branch or community forest management decisions.

Recommendations

Legal recommendations

- **Use effective decision-making sequence:** Establish an appropriate sequence for making land use planning decisions with environmental, economic, and rights considerations. Identify goals for community forestry through a strategic process driven by data and analysis; identify ownership; only then can extractive activities be allowed.
- **Cease issuing new concessions:** Do not issue any more concessions until the appropriate strategic planning decisions are made and land ownership questions are resolved. A new strategic planning process should be conducted to inaugurate the application of new land policy (or law), the new decentralized system, and any new constitutional provisions.¹⁵ Thus, no new concessions should be issued until these processes are complete.
- **Identify and utilize technical advisors to the FDA:** Redesign FDA Board to include members with technical knowledge who are available and able to dedicate time to advising the FDA; the interim inter-agency coordination body of the European Union (EU)/Liberia Voluntary Partnership Agreement was an effective model). An amendment to the Forestry Law has been introduced that will alter the membership of the FDA Board. However, at the time that this report was drafted, copies of the proposed legislation were not available for public comment.

3.4 Flaws in reform programming are contributing to challenges in the sector

Internationally-supported post conflict peace building efforts have established a series of protocols and approaches for the transition from the establishment of security and the improvements in governance that can lead to long-term prosperity.¹⁶ Liberia has been no exception. Projects and initiatives to improve capacity, reform government administration, and root out corruption have been buttressed by as many legal development components. Not the least in the Forestry sector. But these reforms have stumbled because they have not been sufficiently sustained through an implementation phase to support long-term institutional cultural shifts. In addition, they are fragmented, resulting in inconsistencies within the forestry sector and with broader legal frameworks.

¹⁵ The FDA Strategic Planning Unit has drafted Terms of Reference for conducting a new strategic planning process but the initiative has not yet been funded.

¹⁶ S.S. Nichols and M.A. Moumin, "Process and substance: environmental law in post-conflict peacebuilding," in S.S. Nichols, C. Muffett, and C. Bruch (eds.), *Governance, Natural Resources, and Post-Conflict Peacebuilding* (Forthcoming, 2014).

Because of the role that timber harvesting played in the civil war, early post-conflict assessments identified the forest sector as a critical area for governance improvement.¹⁷ A host of needs and challenges in the sector were identified, and addressed - the Governance and Economic Management Assistance Program (GEMAP) program, perhaps chief among them - but it was determined that the existing legal framework would not support updated good governance of the sector.¹⁸

Thus, a substantial amount of the focus of the reform efforts in the sector went to drafting new legal tools. A concerted effort was made to conduct the legal development process collaboratively with experts and Liberian stakeholders working together closely. The first set of regulations underwent the first-ever notice-and-comment rulemaking process in Liberia. The law was a substantial departure from the existing legal framework and even more so from practice.

Six years of implementation of the NFRL and four of the CRL have demonstrated that much of the practice in the forest sector has not adjusted with the new legal parameters. The consultations for this assessment emphasized that laws are not being implemented meaningfully in the forest sector. Institutional reforms established by the GEMAP program have fallen by the wayside long since. Forestry laws and procedures are not harmonized internally or with other laws and regulations.

For example, the Community Rights Law and CRL Regulation include unclear, conflicting definitions and terms that contribute to confusion. Changes in concepts of community ownership of forest resources over the period of drafting the law and the regulation resulted in confusion, i.e., as to how taxes and fees are to be assessed.¹⁹ Another example of a failure to integrate reforms meaningfully is that the Voluntary Partnership Agreement Act that was recently ratified and is posed for rapid implementation was drafted before the CRL and CRL regulation. Thus, even before the law is passed, it is outmoded because it is inconsistent with changes in integrally related laws.

The consultations highlighted the degree to which the challenges facing the forest sector are the same systematic challenges across the government administration: the gaps between the written rules and the practice are no different from other sectors. In some cases the same specific provisions that are not being applied in other sectors are causing problems in the forest sector as well such as the debarment requirements in the Public Procurement and Concessions Act. It is these systematic failures to apply the administrative and legal frameworks in place that enables the few corrupt individuals to substantially incapacitate the whole system. Any future steps should be taken in light of previous failures. For example, the aftermath of GEMAP could be studied to identify what might have been done to maintain the reforms that were instituted.

As the Constitutional reform process continues (see discussion above), these conflicts and inconsistencies between laws may create even more confusion and ambiguity regarding forest management responsibilities and mandates.

Reform efforts must be robust, coordinated, and sustained. Laws are only a means to an end in governance. Changing culture is a substantial effort that does not necessarily follow from a change in legal requirements. Some stakeholders specifically raised the point that while the donor community encouraged and supported the legal reform, they failed to sufficiently support the application of the new legal framework. Donors supported the initiation of the reforms and now they are essential partners in the process. The same power that they used for galvanizing the reforms initially can be

¹⁷ L. Goldman & S.S. Nichols, "U.S. bilateral assistance to Liberia: Forestry as the cornerstone to peacebuilding," in C. Bruch, M. Nakayama, and I. Coyle (eds.), *Strengthening Post-Conflict Diplomacy and Security: Integrating Natural Resource Management and Infrastructure Redevelopment into U.S. and Japanese Peacebuilding Initiatives*.

¹⁸ J. Woods, S.S. Nichols, & S. Altman, "Leveraging High-Value Natural Resources to Restore the Rule of Law: The Role of the Liberia Forest Initiative in Liberia's Transition to Stability," in P. Lujala and S.A. Rustad (eds.) *High-Value Natural Resources and Post-Conflict Peacebuilding*.

¹⁹ The CRL provides that 55% of all "revenues" from large-scale commercial contracts between the communities, FDA, and third-party companies. It is not clear what is included in these revenues—whether the companies' revenues from selling timber; government revenues from assessing land rental fees; or revenues from assessing production fees (which, given that forest resources belong to communities rather than the government, must be redesigned to account for this change).

used to support their implementation. Workshop participants also highlighted the need to harmonize and integrate the legal and institutional framework.

Recommendations

Legal recommendations

- **Complete holistic and cross-sector reforms:** Undertake reforms holistically, crossing cutting across sectors not on a sector-by-sector basis. Workshop participants advocated for establishment of a joint commission composed of FDA and Land Commission members and relevant stakeholders to review conflicting and competing laws and regulations with the goal of ultimately harmonizing the legal and institutional framework. The MLME and the Governance Commission could also participate in the joint commission; the law reform commission could play an organizational and coordination role if they gain the capacity to do so. They do not and are not intended to have a substantive role. Another part of this process could be to apply financial management standards and procedures across all institutions.
- **Correct redundant or potentially conflicting terms.** Conduct a thorough review of laws applicable to community forestry and harmonize terms. For example, remove the redundant term “communal forest” from the NFRL, which refers to non-commercial forests.²⁰ Particular clarification is needed regarding forest product fees and land rental fees, what revenues are guaranteed to communities, and inconsistencies with size of forests managed by communities.
- **Update Voluntary Partnership Agreement (VPA) Act and associated documents:** The Voluntary Partnership Agreement Act was written before the Community Rights Law (and the regulation) were passed so the VPA Act and all of the supporting materials need to be updated

Other recommendations

- **Use all available leverage:** The international community must use its influence to induce government to keep commitments to reform. Workshop participants and interviewees emphasized that the international donor community plays a crucial role not only in supporting reforms, but in providing a motivation to push forward with the forestry agenda. Long-term engagement is essential and using power when necessary is crucial for the cultural change needed to bridge the gap between administratively accepting reforms and complying with them.²¹
- **Change institutional culture:** in some cases changing practice to comply with new laws may be a question of capacity. But in some cases it appears to be a question of the long-established patterns of those involved. This issue was raised several times with regard to the Forestry Development Authority. Right-sizing was done as part of the initial reforms but the staff numbers have swelled in the past three years to even higher levels than those during the war. Many of the managers are above the mandatory retirement age and there are few if any people completely isolated from previous incidents of corruption. The Managing Director himself suggested that the way to improve FDA is to restructure it and start with new staff. If the international community is sincere about promoting reforms with meaningful impacts, overhauling the FDA may be an important step.
- **Use past experiences to determine the way forward:** Consider experience carefully and formulate way forward. There are a number of experiences that point to specific weaknesses in the systems such as the SIIB report on the private use permit scandal and the recent LEITI audit report and recommendations.
- **Integrate goals of partner and donor institutions:** Ensure that partner and donor institutions have a holistic view of their role in a Liberian-led process and work in a unified way towards

²⁰ This term becomes confusing as it is distinguished from community forestry as described in the CRL, which does envision commercial activity, while management authority lies with the community.

²¹ Sampson Tokpah of the EITI said in his interview for this assessment that the only way that the GoL ever agree to the EITI audit was upon specific threat of substantial assistance funds being withheld. When asked how to bring about responses to address the problems identified by the audit, Tokpah suggested the international community again use the threat of withholding funds.

shared objectives. New reforms should not be undertaken without meaningful demand from within Liberia.

3.5 Ineffective and outdated roles and procedures in community forestry

Lack of clarity, inconsistencies in application of the law, and conflicting provisions in laws and regulations related to community forestry (particularly the NFRL, CRL, and CRL regulations) have created confusion among communities and the FDA regarding procedures for establishing and engaging in community forestry. This is particularly true in the case of CFMA that were created without donor support by the FDA. In these cases, communities expressed frustration that procedures to form community forestry governance institutions as described in laws and regulations had not been followed.²²

Adding to the existing challenges, the legal and regulatory regime regarding who owns forest lands and forest resources is evolving; these shifts significantly affect the roles in community forestry. For example, what is the role of the FDA vis-à-vis a given community? Under the NFRL of 2006, prior land law and policy, and other laws that pre-dated this land reform process, the Government of Liberia is the owner and manager, holding forest resources “in trust” for the people.²³

The idea of community forestry, as described in the Community Rights Law, and enshrined in current land policy and proposed law, is based on a different paradigm, in which communities own both the forest resources (see Section 2.2a of the CRL) and the customarily-held land on which those forests stand (see Land Policy). In this new paradigm, the resources and land are owned by the communities and the FDA cannot act as sole manager or owner. Rather, the authority of FDA becomes primarily regulatory.

The authority of FDA to regulate the use of natural resources comes from the Constitution of Liberia, the NFRL, and the CRL. This means that FDA may prescribe regulations that affect how communities may or may not use forest resources; however, management decisions are left to communities. FDA may set standards for community forestry that communities must meet. However, once communities decide to engage in the process, FDA may only review the community’s plans and actions to ensure that the standards are met; if they are, FDA *must* approve the plans.

Discussion with community member highlighted great confusion and ambiguities in the process of initiating community forest management. Problems have particularly arisen regarding:

- Who is to support initial steps towards community organization before establishment of a community assembly
- Delayed or lack of response to community requests at each stage of the process
- Lack of clarity on standards for verifying and authorizing community forest management agreements (CFMAs) and community forest management plans
- What role, if any, MLME plays in the demarcation process and in verification of title or customary ownership²⁴
- Coordination with other relevant ministries and agencies at appropriate points in the process
- How and when community governance institutions must inform and consult with other community members, include requirements and approach for Community Forest Governance Body (CFMB) to inform the community of activities

²² Personal communication with community members and CFMB members from the Bloquia community in Grand Gedeh County.

²³ See National Forestry Reform Law of 2006, Section 2.1(a), (“All Forest Resources in Liberia, [with exceptions for non-commercial communal forests and artificially-regenerated forests on private land,] are held in trust by the Republic for the benefit of the People.”)

²⁴ The MLME does not have a legal role in surveying or a demarcation process in its organic act or implementing legislation. MLME certifies surveyors who conduct land surveys and demarcation. It is unclear why MLME was mentioned in this process in the CRL.

- The lack of national, landscape-level, and economic planning and baseline strategy and plan against which to verify specific management plans and proposed forestry activities
- The role of FDA vis-à-vis logging contract negotiations including assessment of fees and taxes, and land rental and production fees

Recommendations

Legal Recommendations

- **Update Role of FDA (primarily regulatory and to a lesser degree, technical advice or co-management):** The current CRL regulations assign the FDA substantial management authority, rather than providing the authority a regulatory role. In order to give meaning to the “ownership” of those resources granted in the CRL, the regulations must be amended to recognize that communities already hold rights to use and management of forest resources. This will be even more important if communities also own the land beneath those resources, as envisioned in the land policy. The regulations should be revised to state that FDA has the power to *authorize* community forest management, rather than stating that FDA has the power to *grant rights* (because those rights are already assigned).
- **Align community governance institutions with other applicable laws:** In line with the points noted above, regulations should encourage alignment of the structure of community forest governance institutions with other applicable laws such as Associations Law. A requirement for communities to incorporate (in order to manage funds received from forestry activities, for example) accomplishes this. However, given the difficult bureaucratic processes associated with this registration process, the registration process would require reform to avoid establishing further barriers of entry to communities in forest management.
- **Form Interim Community Forest Committees:** Regulations should recognize the community’s authority to decide whether and when to begin working toward community forest activities. A community can do this by forming an Interim Community Forest Committee that will submit an initial application to FDA, expressing the community’s interest in community forestry. This Interim Committee can carry out the process of forming an incorporated entity on behalf of the community. Once the incorporated entity is formed, the community chooses a Community Assembly and Executive Committee to govern the corporation.

Other Recommendations

- **Clarify procedures to establish a CFMA:** Six major steps are proposed from the beginning of the community’s decision-making process to negotiating contracts or concession agreements with commercial forest companies. The steps are as follows:
 1. Community decision and preparation of initial Community Forest Application to FDA
 2. FDA review and verification
 3. Socioeconomic survey, land survey, and demarcation
 4. Preparation and submission of CFMA and Community Forest Management Plan to FDA
 5. FDA verification and approval
 6. Community negotiates contracts or concession agreements, as appropriate to their plans
- **Improve FDA’s planning process and engagement with communities:**
 - FDA must respond to communications from communities, including Community Forest Applications, requests for assistance in community mapping and land demarcation, requests for information, etc.; responses must indicate receipt and inform the senders of next steps.

- As a regulatory agency, FDA sets standards for community forestry that communities must follow. When a community's plans, institutions, and activities meet these standards, FDA must approve the community's proposals.
- FDA must collaborate with other ministries and government agencies as needed in order to make coherent plans for the use of forest lands and help resolve competing claims to forests and other resources on those lands.
- FDA must develop and regularly update its national plans and strategies for forest use in order to be able to verify whether Community Forest Management Plans are consistent with national policy.
- **Simplify community institutions:** Simplify Community Assembly and CFMB into one institution with a governing board and implementing members. This model recognizes the Community Assembly as the governing board for community forestry, with the CFMB as those members of the community that are hired to manage forestry activities, as would the employees of a corporation. This process can be simplified further by having the CFMB report to the Community Assembly as a whole, rather than only to the Executive Committee, which must then report to the larger Assembly.

Table 1: Summary of findings and recommendations from community and stakeholder consultations and validation workshop

Issue	Legal Reform (L) and other Recommendations	Timeframe	Degree of difficulty	Responsibility for Implementation
Community rights are under threat	<ul style="list-style-type: none"> Clarify community rights and strengthen mechanisms for using and safeguarding them (L) 	Short-term	Medium	Local and international NGO; donor countries; community groups; CFWG
	<ul style="list-style-type: none"> Simplify and clarify requirements and processes (L) 	Short-term	Medium	
	<ul style="list-style-type: none"> Apply transparency and accountability mechanisms (L) 	Medium-term	High	
	<ul style="list-style-type: none"> Engage and educate vulnerable communities 	Long-term	High	
	<ul style="list-style-type: none"> Enable the CFWG and FDA to play their roles as conduits between community and national institutions 	Long-term	Medium	
	<ul style="list-style-type: none"> Integrate NGO into system 	Short-term	Low	
	<ul style="list-style-type: none"> Develop tools to support compliance in the forestry sector 	Short-term	Low	
Irrevocable decisions are being made without sufficient information	<ul style="list-style-type: none"> Prohibit key decisions without adequate information 	Short-term	Medium	Primarily FDA but also other national-level institutions (MLME, Land, Governance Commissions)
	<ul style="list-style-type: none"> Improve record-keeping and information management 	Long-term	High	
	<ul style="list-style-type: none"> Improve within- and between-agency communication 	Medium-term	Medium	
	<ul style="list-style-type: none"> Implement transparency commitments 	Medium-term	Medium	

Issue	Legal Reform (L) and other Recommendations	Timeframe	Degree of difficulty	Responsibility for Implementation
The decision-making system is flawed	• Use effective decision-making sequence (L)	Medium-term	Medium	FDA; Land, Governance and Law Reform Commissions; NGO and academic communities (for technical advisors)
	• Cease issuing new concessions (L)	Short-term	High	
	• Identify and utilize technical advisors on the board governing FDA (L)	Short-term	Low	
Flaws in reform programming are contributing to challenges in the sector	• Complete holistic and cross-sector reforms (L)	Short- -term	Low	Domestic and international partner and donor institutions; FDA
	• Correct redundant or potentially conflicting terms (L)	Short-term	Low	
	• Update VPA Act and associated documents (L)	Medium-term	High	
	• Use by donors of all available leverage	On-going	Medium	
	• Change institutional culture	Medium-term	High	
	• Integrate goals of partner and donor institutions	Medium-term	Medium	
Ineffective and outdated roles and procedures in community forestry	• Update role of FDA (primarily regulatory and to a lesser degree, technical advice or co-management) (L)	Medium-term	High	FDA; community groups and institutions
	• Align community governance institutions with other applicable laws (L)	Medium-term	Medium	
	• Clarify procedures to establish a CFMA and roles of institutions	Medium-term	Low	
	• Improve FDA's planning process and engagement with communities	Long-term	High	
	• Establish community control over community governance institutions	Long-term	High	
	• Simplify community institutions	Medium-term	Medium	

4.0 Conclusions

Over seven years into the implementation of National Forest Reform Law and five years into the implementation of the Community Rights Law, this report is part of the process of taking stock and identifying how these reforms in the legal framework, including the introduction of community-led forest management, can be successful. The shifts represented by these legal reforms are radical. While substantial capacity has been built and progress has been made in implementing them, there are many challenges still to overcome. Chief among these current challenges are:

1. Community rights are under threat
2. Irrevocable decisions are being made without sufficient information
3. Ineffective and outdated roles and procedures in community forestry
4. Flaws in reform programming are contributing to challenges in the sector
5. Ineffective and outdated roles and procedures in community forestry

The assessment proposes a host of recommendations to address the challenges identified. These recommendations are at a broad range of scales and difficulties, from specific language changes to overhauling institutional culture. Some are quite specific to the community forestry arena, but many relate to the layers of other governance structures surrounding and intending to support community forestry. Some of the recommendations require changes to laws or regulations. Specific recommendations for amending the Community Rights Regulation are found in Appendix 7. Many other recommendations can be effected without any changes to legal texts. These include development of materials to support implementation such as guides and templates. Chief among these is the set of recommendations for how to clarify roles and improve procedures in establishing community forestry management agreements. A Standard Operating Procedure for this process is proposed, and can be found in Appendix 8.

While the challenges are great, the opportunities to improve are also many. And the opportunities to make these improvements continue to proliferate. Ongoing support from partners familiar with the context is of inestimable value. And fresh ideas from new initiative promise a different perspective that may help to make the cultural leaps needed to fully achieve this reform process and enable communities the capacity and self-determination to manage their forests freely.

APPENDICES

Appendix 1: List of Consultations Conducted in Liberia

Aug. 5-16, 2013

Interview List

	Institution	Name	Title/Department
1	Land Commission	Kula Jackson	Legal Officer
2	Land Commission	R. Fole Sherman	
3	Land Commission	Caleb Stevens	Legal Advisor
4	FDA	Lawrence Greene	Manager, Community Forestry Department
5	FDA	Harrison Karnwea	Managing Director
6	FDA	Myer Jargba	Head of Strategic Planning Unit
7	SAMFU	Robert L. Nyahn	
8	SAMFU	James Makor	
9	SAMFU	Samuel Kwennah	
10	SAMFU	Andrew Tokpah	
11	Governance Commission	Ibrahim Al-bakri Nyei	Policy Analyst, Political and Legal Reforms/Decentralization
12	SDI	Ali Kaba	Head of Community Land Protection Program
13	SDI	Louise Briony	Forestry Monitoring Program
14	SDI	Jonathan Yiah	Head of Forestry Monitoring Program
15	SDI	Roland Harris	Forestry Monitoring Program
16	MIA	Ekema Witherspoon	Assistant Minister for Technical Services
17	SGS	Jerome Laport	
18	SGS	Albert Blanyon	
19	LEITI	Samson Tokpah	Head of Secretariat
20	VPA Secretariat	Charles Miller	Head
21	VPA Secretariat	F. Dadeh Harper	Finance Department
	Attendees at Community Stakeholder Consultations <i>[see below]</i>		

Attendees at Community Stakeholder Consultations (Aug. 12 & Aug. 15, 2013)

Activity Title: Community Rights Law (CRL) and Forest Legislation Review Meeting							Date: 12-Aug-2013
Objective: To conduct fact findings and review of the CRL/ CRL regulation with communities stakeholders and gather their inputs in the legal policy review process							
No.	Name	Sex	Position	Organization	Address	Cell #	Email
1.	John Quato	M	Dist. Commissioner	Min. of Internal Affairs	Zorgowee-Zor Community	0777-398-272	
2.	James Moore	M	Elder		Sehyigeh Town, Sehyi Clan	0886-757-773	
3.	Cooper Walaka	M	Clan Chief-Gba Clan	Min. of Internal Affairs	Gbapa	0880-909-099	
4.	Peter Zuweh	M	Chairman	Gba Community Community Assembly (CA)	Zolowee		
5.	Roland Dolo	M	Chairman	Youth	Zolowee	0886-575-961	
6.	Dada Konkah	M	Secretary	Joint Community Forest Management Body (JCFMB)	Gbapa-Gba community	0880-387-916/0770-340-071	
7.	Nelson G. Tokpah	M	Chairman	Community Forest Management Body (CFMB)-Gba CA	Gbapa-Gba Community	0886-647-032	
8.	Samuel L. Blemie	M	Secretary	CFMB-Gba CA	Gbapa-Gba Community	0886-993-789	
9.	U. Yormie Karziah	M	Chairman	CFMB-Zor CA	Dulay Zor Community	076-871-433	
10.	Oliver Geh	M	Representative	Youth	Zorgowee-Zor Community	077-828-141	
11.	Sandra Nichols	F	Senior Atty. Consultant/ STTA	ELI	Monrovia	0880-540-546	Nichols@eli.org
12.	Dominic Dormanla Nanada Kweme	M	Org. Dev.& Governance Advisor (ODGA)	Center for Justice and Peace Studies (CJPS)/PROSPER	Monrovia	0776-8871-547	dominickweme@yahoo.com
13.	Ophelia N. Sayekea	F	Community Mobilizer	CJPS	Gbapa	0886-436554	
14.	Martin A.T. Vesselee	M	Head of Office/Forest Officer	TtARD/ PROSPER	Sanniquellie	0776-105-772	
15.	Joseph D. Torlon	M	CFF Chair and Dev. Engineer	CFF/Ministry of Internal Affairs (MIA)	Sanniquellie	0886-469-285/077	

						6-319-658	
16.	Joseph Yormie	M	Paramount Chief	MIA	Zualay-Zor Chiefdom		
17.	Saye Thompson	M	Chairman	Co-Management Committee (CMC) JCFMB	Gbapa	0776-242-939	Saye.thompson@yahoo.com
18.	Albertha Suah	F	Co-Chair	Executive Committee -Zor CA	Dulay, Zor Community	077-953-029	
19.	Gaye Dokpah	M	Co-Chair	CJFMB	Zortapa-Zor Community	0777-906-140	
20.	Isaac Folley	M	Community Mobilizer	CJPS	Zor	077-827-964	
21.	Ruth Saye	F	Org. Development Officer (ODO)	CJPS	Sanniquellie	0886-401-595	
22.	Doris Paye	F	Advisor	CFMB-Gba Community	Gbapa		

Activity Title: Forest Sector Stakeholder Validation of Legal Policy Review Findings Meeting
Date: 15-August- 2013

Objective: To enable stakeholders validate the policy review findings and provide further recommendations that advance community forestry in Liberia

No.	Name	Sex	Position	Organization	Address	Cell #	Email Addresses
1.	Dixon Gblah	M	Acting Facilitator	NGO Coalition	Monrovia	0886-485-533	dixonblah@yahoo.com
2.	Andrew Tokpah	M	Forest Manager	SAMFU	Monrovia	0886-552-618	andrewtokpah@gmail.com
3.	Charles Miller	M	Coordinator	VPA Secretariat	Monrovia	0886-554-758	Ckmiller49@yahoo.com
4.	Joseph Kennedy	M	Forest Monitor	CSO-IFM	Monrovia	0886-697-038	Liberia.forestmonitor@gmail.com
5.	Isaiah Beah	M	Secretary	CFMB	Nitrian-Sinoe County	0886-264-086	
6.	Mullar Karmo	M	Secretary	CFMB	Numopoh-Sinoe County	0886-655-520	
7.	Albert Blanyon	M	OPS Manager	SGS	Monrovia	0880-780-705	Albert.blanyon@sgs.com
8.	Jerome Laporke	M	Project Manager	SGS	Monrovia	0886-785-552	Jerome.loport

							@sgs.com
9.	Cales Stevens	M	Fellow	JST/LC	Monrovia	0880-707-625	calebstevens@gmail.com
10.	Duwana Kingsley	M	Project Leader	SDI	Duazon, Margibi County	0886-141-412	Dmkingksley2002@yahoo.com
11.	Roland Harris	M	FM	SDI	Duazon, Margibi County	0886-564-239	Liberia.forestmonitor@gmail.com
12.	Thomas Doe Nah	M	Executive Director	CENTAL	Monrovia	0886-511-142	tnah@central.org
13.	Jacinta Fay	F	Campaigner				
14.	Louise Rilay	F	Forest Governance				
15.	Jonathan W. Yiah	M	Coordinator		Gbargba Town Robert Field High Way		
16.	Ibrahim Al-bakri Nyei	M	Policy Analyst	Governance Commission			
17.	Nobeh, Jackson	M	Community Outreach Advisor	TtARD/ PROSPER			
18.	Lawrence Y. Greene	M	Technical Manager, Community Forestry Department	FDA	Jacob Town		
19.	Darlington Tuagbeh	M		USAID	Monrovia		
20.	Rev. Christopher Wleh Toe	M	Secretary Gen.	National Civil Society Council of Liberia	Capitol Bye Pass	0886-518724	chriswlehtor@ncscliberia.org
21.	Ali Kaba	M		SDI	Monrovia		
22.	Sandra Nichols	F	Senior Atty/ Consultant and STTA	ELI	Monrovia		
23.	Dominic Dormenla Nanda Kweme	M	ODGA	CJPS/ PROSPER	Monrovia	0776-871-547	dominickweme@yahoo.com

Appendix 2: Preliminary Consultation Recommendations

1 *Recognition and realization of customary rights is progressing but are not yet effectively protected and they remain under threat*

- a) Support effective completion of the ongoing reform processes (land, decentralization, Constitution) to ensure long-term recognition and protection of community rights
- b) Sequence decisions with economic and rights consequences (i.e. land ownership, land use, then commercial activity)
- c) Revise laws, policies, and procedures in light of the shift from community use and benefit rights to community **ownership** of land and resources (i.e. allocation of benefits from commercial activity on community land)
- d) Use existing tools to take immediate action to empower communities and engage partners to use interim measures to preserve rights
- e) The international community must use its influence to induce government to keep commitments to transparency and accountability

2 *Land and natural resource data is difficult to access in Liberia; without effective planning and communication procedures, government is making significant long-term decisions without sufficient information*

- a) Integrate the various governance decisions that underlie community rights and forestry decisions
- b) Do not issue any more concessions until land ownership is resolved through role out of land policy, law, administration, and institutions
- c) Do not issue more concessions without national/landscape-level data, planning
- d) Do not issue any more concessions until supported by economic analysis
- e) Define how the forestry Management Strategy, allocation, assessment and planning processes will define community forestry decision-making power
- f) Make communication within and between government institutions and other partners at key decision-making points the routine
- g) New institutions like the VPA Liberian Verification Department and Support Unit must collaborate closely and engage with policy processes to support improvements in compliance
- h) Develop *and use* open and easy channels of communication
- i) Broadly inclusive coordination groups must meet regularly
- j) Clarify recordkeeping requirements and improve them
- k) Prioritize providing access to records to communities and information (i.e. about the new land policy) to communities

3 *Laws are not the end: the CRL and regulation were the first steps in learning how a community forestry will function in Liberia; implementation, monitoring and evaluation, and revision must follow*

- a) Develop structures to support implementation of laws
 - i. Role for third parties
- b) Build human and institutional capacity

- c) Develop clear step-by-step guidance in plain English for each step in the community forestry process with clear indication of participants' roles
- d) Transparency and accountability mechanisms such as the due diligence and debarment processes under both the PPCA and the NFRL must be applied meaningfully
- e) Develop templates for community forest management agreements, articles of incorporation for community groups, bylaws
- f) Develop standard operating procedures and standards for FDA and community for key steps and stages
 - i. Internal community planning and decision-making
 - ii. Negotiation with commercial entities
 - iii. Conducting the socioeconomic survey
 - iv. Land demarcation (unless becomes moot due to land process)
 - v. Conflict resolution
 - vi. Elections of governing body
 - vii. Hiring staff
 - viii. Monitoring and evaluation
 - ix. Project management
 - x. Allocating benefits

4 *Every sector in Liberia faces many of the same challenges and obstacles and they are not addressed systematically*

- a) Address governance issues across government
- b) Apply financial management standards and procedures across all institutions
- c) Simplify and clarify
- d) Develop procedures and support materials for compliance with the Public Procurement and Concession Act
- e) Reform holistically as needed
- f) Consider experience carefully and formulate way forward
 - i. PUP and other irregularities
 - ii. LEITI audit report and recommendations

5 *Some institutions involved in community forestry are weakened by ineffective distribution of authority*

- a) Ensure that partner institutions have a holistic view of their role in a Liberian-led process and work in a unified way towards shared objectives
- b) Redesign FDA Board to include members with technical knowledge who are available and able to dedicate time to advising the FDA (Consider the inter-agency coordination body of the VPA)

6 *There is confusion regarding procedures and roles in community forestry*

- a) Clarify each step in regulation – who, should do what, when
- b) Form interim governing body early in the organization of community forests to guide the process
- c) Add time limits and standards to the community forest formation process
- d) Add requirements for responses to communications (including acknowledgment and instructions for how to proceed)
- e) Develop standards for approving CFMA
- f) Identify and clarify role of MLME in the demarcation process

- g) Add in coordination with other relevant ministries and agencies at appropriate points in the process
- h) Clarify how and when community governance institutions must inform and consult with other community members
- i) Conduct national, landscape-level, and economic planning before making any commercial commitments
- j) Define how the forestry Management Strategy, allocation, assessment and planning processes will integrate with community decision-making power based on ownership
- k) Ensure that each institution understands its role – and the importance of process

7 *The structure of the community forestry governance institution - currently the Community Assembly (CA), Executive Committee (EC), and CFMB - is ineffective*

- a) Enable community governance institutions to function at the community level by removing legislators
- b) Align structure with other applicable laws such as Associations Law
- c) Simplify community assembly and CFMB into one institution with a governing board and implementing members
- d) Definitions harmonized (and updated in light of subsequent legal reforms)
- e) Have CFMB report to the CA as a whole

8 *Unclear and conflicting definitions and terms in the CRL and CRL Regulation impede effective implementation*

- a) Remove the redundant term “communal forest” from the NFRL
- b) Clarify fee requirements, regarding the production fee in particular
- c) Inconsistencies with size for forests managed by communities
- d) Law provides that 55% of all revenues/income go to communities; regulation is different

9 *The CRL and the CRL Regulation are not harmonized with other applicable laws of Liberia*

- a) The VPA Act was written before the Community Rights Law (and the regulation) were passed so the VPA Act and all of the supporting materials need to be updated
- b) Revise community governance structure to be in accordance with the Associations Law of Liberia
- c) Identify and correct inconsistencies within the forestry legal framework
- d) Ensure that community forestry procedures and standards reflect the LEITI Act and the Freedom of Information Act

Appendix 3: Workshop Agenda



People Rules Organization Supporting the Protection of Eco-system Resources (PROSPER)

One Day Workshop for Forest Sector Stakeholders to Validate Consultation Findings
of the Study Community Forestry Policy and Legal Framework

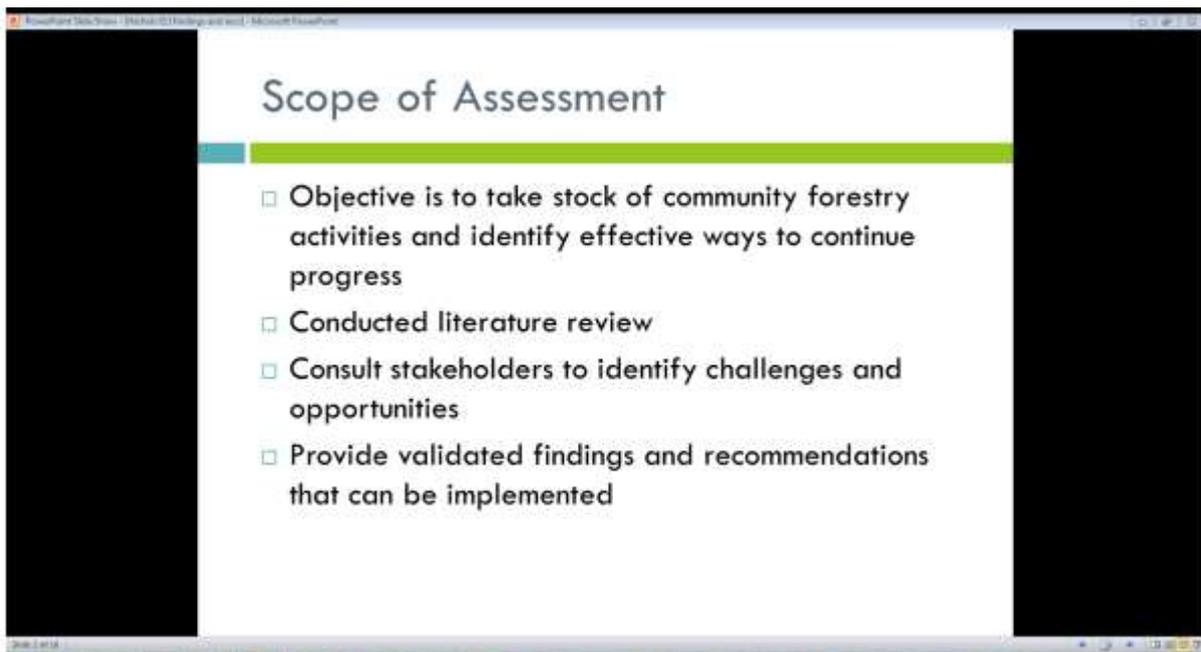
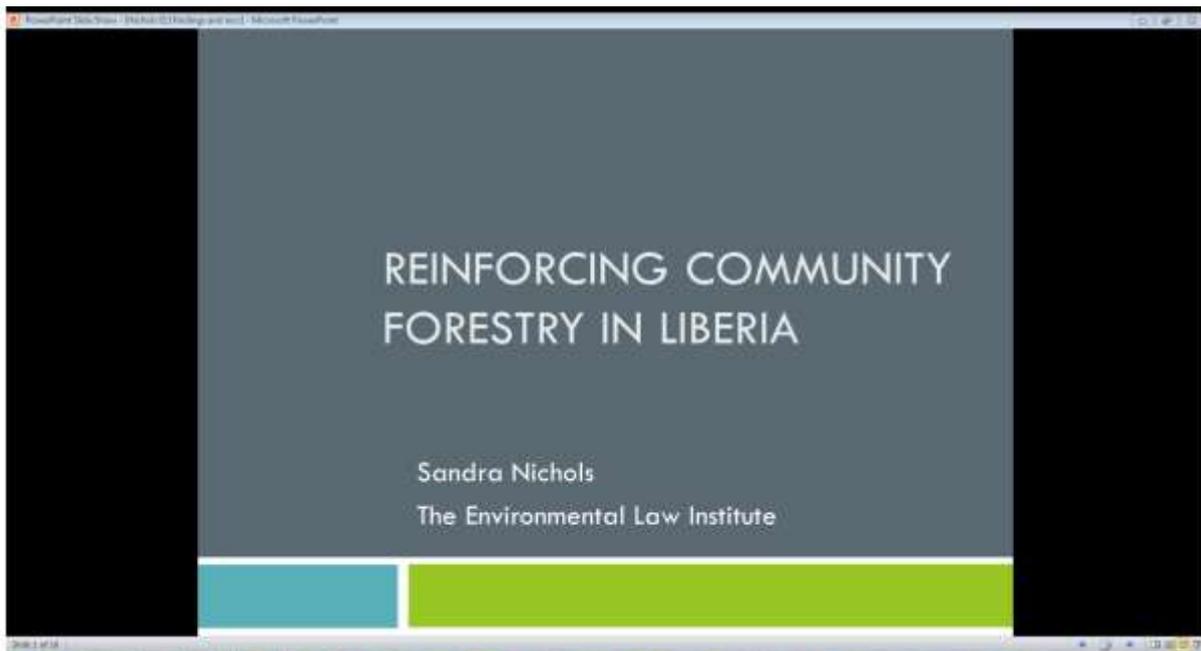
Agenda
Aug-13

14-

No.	Activity	Timeframe	Responsible Person
1.	Registration and Breakfast	09:30-10:00	Participants
2.	Welcome Statement	10:00-1:15	Vaneska Litz – DCoP-PROSPER
3.	Participants' Introduction	10:15-10:30	Participants
4.	1. Presentation <ul style="list-style-type: none"> a. Context of Forestry and Community Rights in Liberia b. Overview of scope of work/tasks c. Findings and Recommendations 	10:30-11:00	Sandra Nichols – Consultant, Environmental Law Institute (ELI)
5.	Validation of Findings and Recommendations <ul style="list-style-type: none"> • Small group discussion to refine recommendations related to the findings 	10:30:-11:30	Sandra/Dominic
6.	Identification of Concrete Actions	11:30-12:00	Sandra/Dominic
7.	Lunch	12:00-1:00	Participants
8.	Group Presentation of Way forward	1:00-2:00	Participants
9.	Closing Remarks: <ul style="list-style-type: none"> • Civil Society Rep. • Community Rep. • Donors Agency • FDA 	2:00-3:00	Representatives of Agencies

Appendix 4: Workshop Presentation

[See the following slides for Sandra Nichols' presentation]

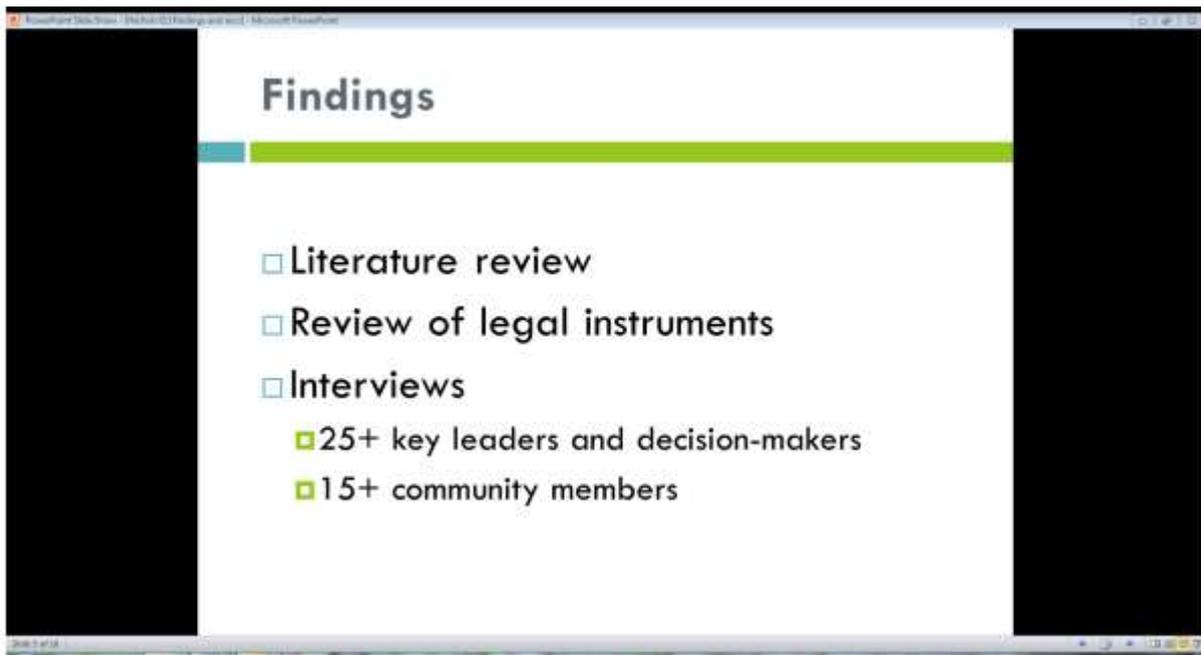


Community Forestry

- A new concept to the country that enables meaningful participation of communities in the management of their own natural resources
- Helps sustain rural livelihoods and economies
- Question of human rights
- Approximately 126,785 hectares in Community Forest Management Agreements
- Over 25 CFMA applications

What's at Stake?

- The world is watching Liberia
 - Leader in forestry reform
 - Leader in EITI
- The national economy and local livelihoods
- Future economic activity and safe and health environment
- Some suggest that safeguarding community rights is necessary to maintain peace



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Finding

Land and natural resource data is difficult to access in Liberia; without effective planning and communication procedures, government is making significant long-term decisions without sufficient information

Slide 7 of 18

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Finding

Laws are not the end: the CRL and regulation were the first steps in learning how a community forestry will function in Liberia; implementation, monitoring and evaluation, and revision must follow

Slide 8 of 18

Finding

Every sector in Liberia faces many of the same challenges and obstacles and they are not addressed systematically

Finding

Some institutions involved in community forestry are weakened by ineffective distribution of authority

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Finding

There is confusion regarding procedures and roles in community forestry

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Finding

The structure of the community forestry governance institution (currently the CA, EC, and CFMB) is ineffective

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Finding

Unclear and conflicting definitions and terms in the CRL and CRL Regulation impede effective implementation

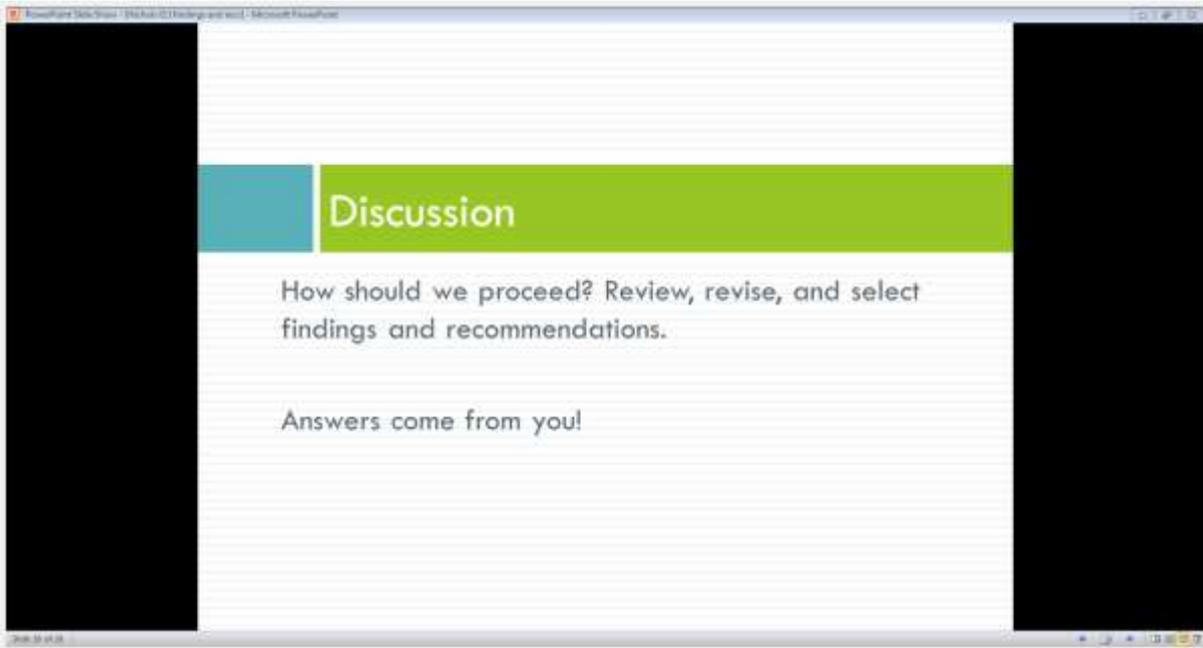
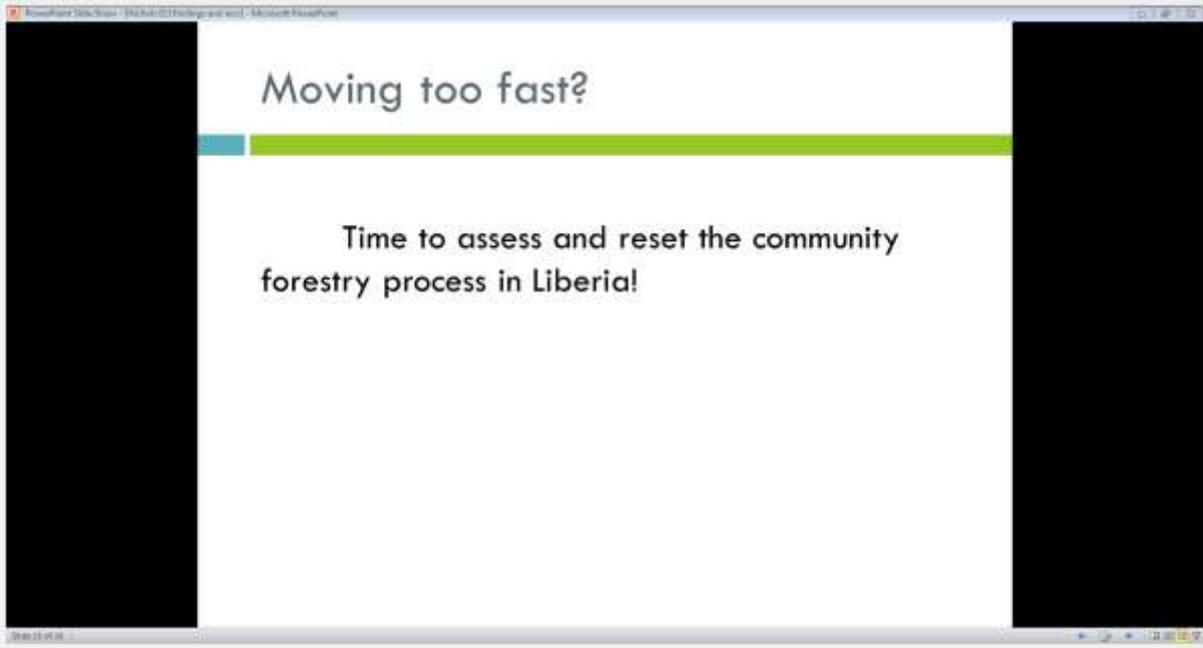
Slide 12 of 18

PowerPoint Slide Show - 2014-01-01 Findings.pptx - Microsoft PowerPoint

Finding

The CRL and the CRL Regulation are not harmonized with other applicable laws of Liberia

Slide 13 of 18



Appendix 5: Workshop Participants

1. Lawrence Greene, FDA
2. Ekema Witherspoon, MIA
3. Alfred Brownell, Green Advocates
4. Jonathan Yiah, SDI
5. Ali Kaba, SDI
6. Louise Bryony, SDI
7. Jacinta Fay, SDI
8. Andrew Tokpah, SAMFU
9. Thomas Doe Nah, CENTAL
10. Jerome Laporte, SGS
11. Albert Blanyon, SGS
12. Community representative
13. Community representative
14. Charles Miller, VPA
15. Caleb Stevens, Land Commission
16. Ibrahim Al-bakri Nyei, Governance Commission

Appendix 6: Workshop Recommendations

Results of consensus-building activity

The participants came up with their own priority actions, then discussed with their groups (of 3-5). The groups then came up with three priorities. All of the priorities were posted on the wall and the group began to categorize them. They matched recommendations that were very similar and got rid of those that weren't as good. They ended up with five sets of recommendations:

1. Develop Alternative Model for Community Forestry
2. Reform Policy and Update Laws
3. Community Institution Structural Support
4. Community Capacity Building
5. Information Sharing and Coordination and Monitoring

Develop Alternative Model for Community Forestry

1. Identify goals for community forestry, i.e. timber production or non-timber forest products (NTFP); long/short term programs; establish benefit-sharing scheme
2. Support community enterprise
 - a. More socially and environmentally sustainable
 - b. Will provide more revenue long-term
3. Provide needed training to community management bodies to enable them

Reform Policy and Update Laws

1. Examine classification of species, e.g. FDA declares camp wood a NTFP but companies are extracting
2. Establish a joint commission from FDA, Land Commission, and relevant stakeholders to review conflicting and competing laws and regulations with the view of bringing harmony
3. Revisitation of the CRL regulation to include payment mechanisms to communities
4. Harmonize/rationalize legal and institutional framework

Community Institution Structural Support

1. Provide needed training to community management bodies to enable them to fulfill their roles and responsibilities and be accountable to their communities
2. Empower the community forestry working group to serve as conduit between community institutions and national level institutions regarding dissemination of information on policy issues in the forestry sector
3. Examine community and regional level FDA support structures as implementation can be lacking

Community Capacity Building

1. Donors should support long-term sustainable community development (provide support long term?)
2. Awareness-raising at community level so communities are aware of their rights, especially land ownership
3. Ensure community empowerment through education and awareness-raising on the CRL and its regulations by use of printed materials and local dialects (audio) by FDA and partners
4. Translate CRL into simple English and local languages or dialects
5. Provide training for community members

Information Sharing and Coordination and Monitoring

1. Ensure community forest working group serves as a clearinghouse for CFMA's before approval by FDA
2. Clearly identify/define roles of community actors i.e. chiefs, superintendent, CFMB, and legislators in CRL/CRL regulation
3. Organize dialogue forum to discuss forestry issues
4. Constitute an independent monitoring body comprising key forestry stakeholders

Appendix 7: Proposed Guide for Amending Regulation to the 2009 Community Rights Law

Below is a guide, based on recommendations in this report, for revising and amending the Regulation to the 2009 Community Rights Law (CRL).

The recommendations are divided by Chapter of the Regulation. These are not comprehensive, line-by-line suggestions for the Regulation, but rather some broader principles for improving clarity and consistency within the Regulation and consistency with other laws, policies, and principles.

Under each chapter below, the italicized sections are suggested language that could be added or could be used in place of provisions currently in the Regulation. Based on the recommendations throughout the report, we would recommend starting from these guidelines to further develop specific, line-by-line proposed amendments to the Regulation.

Chapter 1 General Provisions

A. Clarify Definitions

We recommend clarifying some of the existing definitions in order to place more focus on the community's autonomy in making decisions regarding forest management, and to emphasize that the FDA operates in a primarily regulatory, rather than management role.

Community Forest Management Agreement (CFMA)

The CFMA is a broad agreement between the community and FDA that authorizes the community to engage in community forest activities on a specified piece of land owned or customarily used by a community. Requirements for a CFMA are listed below in Section 4.9.

Community Forest Management Plan:

Plan developed by a community for the use and management of the forests owned or customarily used by the community and included in a Community Forest Management Agreement. The plan should describe any intention to engage in commercial activities and what type of commercial activities, if any, are planned for which specific areas of the community's forest land. The plan must be approved by a Community Assembly or (interim Community Assembly). Communities may revise the Plan whenever they wish, and must review any Plan that includes commercial use of forests at least once every five years, and must inform FDA of any changes. Requirements for the Plan are listed below in Section 4.8.

B. Proposed New Terms

Below are definitions for some additional terms that would support carrying out recommendations for setting up a community entity with legal personality and establishing a clear process for communities and FDA to follow in establishing a Community Forest Management Agreement.

Community Forest Association:

A legally-recognized entity (with legal personality) formed by a community for engagement in community forestry activities. Each community member has a stake in the Association. The Community Forest Association is governed by a Community Assembly and its activities are carried out on a day-to-day basis by a Community Forest Management Body (CFMB). The role, composition, and functions of the Community Assembly and CFMB are described in greater detail in the CRL.

Community Forest Application:

A Community Forest Application is the initial form that a community must submit to the FDA in order to express the community's interest in engaging in community forestry. Submitting a Community Forest Application is the first step in negotiating a Community Forest Management Agreement that authorizes community forest activities.

Interim Community Forestry Assembly:

Interim committee established by a community to prepare and submit a Community Forest Application to the FDA and take necessary steps to incorporate the community as a Community Forest Association. Once the Community Forest Association is established, a Community Assembly supersedes the interim Community Forestry Assembly.

C. Clearly state the rights of communities

Chapter 1 should include a restatement of communities' rights under the CRL and other laws and policies.

Section __: Rights of Communities

(a) The CRL grants communities several rights and obligations with regard to the ownership, establishment, use, and management of community forests. For example, CRL Section 2.2(a) provides as a key principle of community forestry that "[a]ll forest resources on community forest lands are owned by local communities." CRL Section 3.1 grants communities the "right to control the use, protection, management, and development of community forest resources under regulations developed by the Authority in consultations with the connected Community Assembly."

(b) Community forestry and the procedures for establishing community forests shall be carried out in accordance with the Constitution and laws of the Republic of Liberia and with relevant international obligations that guarantee the rights of communities. Such rights include, but are not limited to, the right to own, access, use, benefit from, exclude from, and manage community forests, subject to law and these regulations.

Chapter 2 Establishment of an Authorized Forest Community

(suggested revised title: Community Forestry Application)

Recommendations for this chapter focus on changing terminology from "permission-granting" to a process of registration—application, review, and authorization—that is driven by communities.

A revised version of this Chapter would lay out these first stages in the community forestry application process clearly:

- Community decision and organization;
- Preliminary community mapping;

- Submission of application to FDA; and
- Community begins process of incorporation as an entity with legal personality.

The Chapter should also include the procedures for:

- FDA's initial review of an application;
- A visit to the community to conduct a socioeconomic survey and interviews with community members and to verify the information in the application and verify the community's consent to engaging in community forestry;
- Land demarcation/mapping of community forest land;
- Development of a Community Forest Management Plan (by the community); and
- Next steps toward establishing a Community Forest Management Agreement (agreement between community and FDA, which includes, as a component, the community's management plan).

Many of these last points are included in the existing regulations, but should be revised to clarify the process. The suggestions below include revisions based on material in Chapter 2, as well as Chapters 7-8 on the Community Forest Agreement and Community Forest Management Plan.

2: Community Organization and Application for Community Forest Activities

2.1 Community Decision-Making Authority

- The community, as the owner of forest resources on land traditionally owned or used by communities, has the sole authority to decide whether to begin the process of engaging in community forestry under the Community Rights Law.*
- Any decision to prepare a Community Forestry Application to the Authority for engaging in community forestry must be made or approved by the full community, including all resident adult members over the age of 18.*
- The community may use its existing traditional or customary governance processes to propose engagement in community forestry, so long as the process is representative of men, women, and all social or ethnic subgroups within the community.*

2.2. Interim Community Forestry Assembly

- Once the community has decided to prepare an application to the FDA for community forestry, the community shall select an Interim Community Forestry Assembly to manage the application process.*
- The community may use its existing traditional or customary governance processes to select the Interim Community Forestry Assembly, so long as the process is representative of men, women, and all social or ethnic subgroups within the community; the community may select a customary institution to serve as the Interim Community Forestry Assembly.*
- [Requirements for composition of Interim Community Forestry Assembly, based on requirements in the Regulation related to the Community Assembly]*
- The duties and responsibilities of the interim Community Forestry Assembly are:*
 - (1) Identify, map, and propose potential areas of community land for community forest management, in consultation with the full community, as described in Section 2.3 of these Regulations;*
 - (2) Prepare a Community Forestry Application and submit it to the FDA, with approval of the full community, as described in Section 2.4 of these Regulations.*

2.3 Preliminary Community Mapping/Identifying Forest for CFMA

- a. *Before submitting a Community Forestry Application to the FDA, the community shall undertake preliminary community mapping to identify forest for inclusion under a Community Forest Management Agreement.*
- b. *The purpose of this mapping process is to give the community a first opportunity to define its priorities for using and managing different areas of land.*
- c. *This mapping process may be informal, but the community should identify and agree generally on which areas are to be used for community forest activities, and what the activity will be.*

2.4 Community Forestry Application

- a. *A community seeking to engage in community forestry shall prepare and submit a Community Forestry Application to the FDA for review. The Community Forest Application expresses the community's intention to engage in community forest activities and is the first formal step in concluding a Community Forest Management Agreement*
- b. **Application Contents:** *The Community Forest Application shall follow a template provided by the FDA²⁵. The application should include the following information:*
 - (1) *Community Information: General information regarding the community, including, for example:*
 - i. *Number of families in the community*
 - ii. *Description of the location of community land*
 - iii. *Description of the community's customary or traditional activities or use of the land*
 - (2) *Area: Description of the area proposed for community forest management*
 - (3) *Management Objectives: Description of the community's intended management objectives (for example, conservation, commercial timber extraction; sale of non-timber forest products; etc.)*
 - (4) *Community Approval: A resolution from a meeting of the community or a representative group of the community that includes:*
 - i. *Names and signatures of those in attendance*
 - ii. *Names of those who form the Interim Community Forestry Assembly*
 - iii. *Demonstration of community agreement to develop community forest activities*
- c. **Fee:** *The community shall submit a fee of US\$250 to FDA along with the application.*

2.5 Demonstrating Title or Customary Ownership

The community must demonstrate to the FDA that it owns the proposed area in the application. Under the CRL, this may be done by demonstrating statutory title, ownership recognized according to land policies and legislation, or by demonstrating traditional ownership and jurisdiction through rules recognized by the community and by neighboring communities.

2.6 Incorporation as a Community Forest Association

- a. *In order to formalize a Community Forest Management Agreement with the Authority, a community must establish a legal entity to act and manage community forest activities and funds on behalf of the community.*
- b. *The Interim Community Forestry Assembly shall register with [the relevant agency] as a Community Forest Association. The Community Forest Association shall include all community members as shareholders and shall be organized with the purpose of representing the community in carrying out community forest activities.*

²⁵ Use this sentence only if the form is indeed developed.

- c. *The Community Forest Association shall be governed by a Community Assembly and its Executive Committee, as described in Chapter 4 of the CRL.*
- d. *The Community Assembly shall appoint a Community Forest Management Body (CFMB) to manage the day-to-day activities of community forest management. [The CFMB does not need to be formed at this stage, but the formation of the Community Forest Association should include provision for how the CFMB is to be selected/hired when the community is ready to move to that stage]*
- e. *Once the Community Forest Association has been formed, and a Community Assembly has been chosen, the Community Assembly shall assume the responsibilities of the Interim Community Forestry Assembly in negotiating a Community Forest Management Agreement with the FDA.*
- f. *The Community Forest Fund established by the community for receiving, managing, and disbursing funds related to community forest activities shall be established in the name of the community's Community Forest Association. Consistent with Section 4.3 of the CRL, this Fund shall be managed by a Community Forest Management Body, under the direction of the Community Assembly.*

2.7 Role of CSO in supporting communities

[Ensure that NGOs are included in specific steps and processes throughout the application process to guide and support communities.]

2.8 Initial Review of Land Eligibility for Consistency with National Strategies and Plans

- a. *Within 30 days of receiving a Community Forest Application, the FDA shall review the records and/or other information provided by communities to verify that the land described in a Community Forest Application is eligible for the community forest activities proposed.*
- b. *For this review, the FDA shall consider the National Forest Management Strategy²⁶ and other relevant land management plans and strategies.*
- c. *Where appropriate, the FDA may consult with other agencies regarding their plans or claims regarding the use of proposed community forest lands, as provided in Section 3.8 of these Regulations and must expeditiously resolve any conflicting claims.*

2.9 Verification of Community Title or Ownership

- a. *Within 30 days of receiving a Community Forest Application, the FDA shall begin reviewing the community's records or other documentation of land ownership, including customary ownership.*
- b. *The FDA shall consult with the institution(s) responsible for land administration²⁷ in conducting this review.*
- c. *The FDA shall note any irregularities or inconsistencies between the documentation in the Community Forest Application and any other available documentation related to the land.*

2.10 Response to Community Forest Applications

²⁶ The National Forest Management Strategy will only have legal weight when it is updated and kept current and valid.

²⁷ Currently the Land Commission and CNDRA (National Archives).

- a. **Response Letter within 30 Days:** As soon as the FDA has completed an initial review of the information in a Community Forest Application, and no later than 30 days after receiving the Application, the FDA shall respond with a letter to the community, to be deposited with the interim Community Forestry Assembly indicated in the Application. The letter shall include:
 - (1) An acknowledgement of receipt of the Application; and
 - (2) A statement as to whether the Application is complete.
- b. **Request for Further Information:** If the Community Forest Application is incomplete, the FDA shall so state in the response letter and describe what information is necessary for the FDA to continue the review process. The FDA may postpone further review of the Application until the requested information is provided.
- c. **Completed Application:** If the Application is complete, the FDA shall provide a description of and timeline for the process for further review of the Application, including a visit to conduct a socioeconomic survey and verify the Application information, and negotiation of a Community Forest Management Agreement. In particular, the FDA shall include in the response letter a description of any findings from its initial land eligibility and records or ownership review.

2.11 Socioeconomic Survey and Verification of Community Consent

- a. Once the FDA has determined that a Community Forest Application is complete, the FDA shall conduct a review process and make one or more visits to the community to verify the information in the Application, verify the community's approval of the decision to engage in community forestry, and conduct a socioeconomic survey.
- b. The FDA shall endeavor, with the community's consent, to begin the visit and survey process within 90 days. The FDA shall give 30 days' notice of the visit and survey to the community and to neighboring communities.

2.12 Process for Socioeconomic Survey and Application Verification:

- a. FDA shall meet with and interview the members of the Interim Community Forest Management Committee or other individuals that prepared and submitted the Community Forest Application. During these interviews, the FDA should:
 - (1) Verify that the Committee members or others interviewed were those that had signed and submitted the Application;
 - (2) Verify other information in application;
 - (3) Identify how various community land areas are used; and
 - (4) Identify how existing forests are used (by communities or by others).
- b. FDA shall also interview a representative sample of individual community members. The purpose of these interviews is to:
 - (1) Assess socioeconomic baseline of community, including: general information regarding economic activity in community; income level; etc.;
 - (2) Assess community members' expectations for benefits from community forestry; and
 - (3) Verify broad community agreement on forest management.

2.13 FDA Findings

- a. **Findings from community survey and interviews**
 - (1) After conducting interviews, FDA shall make a finding as to whether the community broadly agreed to undertake community forest management as suggested by the Community Forest Application.

- (2) *FDA must document this finding in writing, along with reasoning and describing evidence that supports the finding; documents that support the finding must accompany the report of findings.*
 - (3) *If FDA finds that the community does broadly support the proposed community forest activities, FDA shall document this and leave a copy of the findings with the Interim Community Forest Committee.*
 - (4) *If FDA cannot find sufficient evidence of broad community support for the Application and proposed forest management, FDA must discontinue the visit and the review process and must inform the community that it cannot continue toward a Community Forest Management Agreement without the consent of the entire community.*
 - (5) *In such cases where FDA discontinues the process due to insufficient community support, if the full community later decides to support community forestry, the community may, after a reasonable waiting period, but no sooner than 180 days after the FDA's finding, re-apply by submitting a new Community Forest Application for FDA review.*
- b. Findings regarding consistency with National Strategies and Plans:**
- (1) *If the FDA finds that some portion of the proposed community forest activities is inconsistent with national strategies and plan for the land, the FDA shall communicate this to the community, along with a statement of the relevant strategy or plan and a description of why the community's proposed activities are inconsistent.*
 - (2) *Where appropriate, the FDA may work with communities to identify alternatives to address inconsistencies with national forest management plans and strategies, such as limiting or changing the proposed community forest area.*
 - (3) *If, after further discussion or negotiation with the community, the proposed activities are still inconsistent with national forest management strategies and plans, FDA shall inform the community in writing that it will not approve any Community Forest Management Agreement until the inconsistencies with national strategies and plans are resolved.*
 - (4) *A community shall have the right to appeal this finding.*
- c. Documentation or Records of Ownership Irregularities or Inconsistencies:** *If the FDA finds any irregularities or inconsistencies in its review of the community's title or ownership of the land, the Authority shall communicate this to the community. FDA shall inform the community that it cannot approve any Community Forest Management Agreement until such irregularities or inconsistencies are resolved or clarified. The FDA shall, as appropriate, consult with the Land Commission regarding how to clarify or remedy any such problem.*

2.14 Resolution of any competing government claims and other concerns related to Development and Approval of Community Forest Management Agreement

- a. *Within 60 days of conducting the socioeconomic survey and visit to the community, FDA shall consult with any other government agencies and the community to identify any competing claims to use of the proposed forest land, including claims from other ministries or other countries.*
- b. *FDA shall work with the community and make all reasonable efforts to resolve any competing claims in order to allow communities to engage in proposed community forest activities. This effort may continue, if necessary, during the process of demarcating the forest land for inclusion in a Community Forest Management Agreement, described below in Section 4.2.*
- c. *FDA shall also make all reasonable efforts to work with the community in resolving any other conflicts regarding community forestry at this time.*

2.15 Demarcation of Forest Land

- a. *Within 90 days of conducting the socioeconomic survey and visit to the community, and with 30 days' notice given to the community, FDA shall conduct additional visits to the community to help facilitate the demarcation of community forest land for inclusion in a Community Forest Management Agreement.*
- b. *FDA and the community shall, in collaboration with a licensed surveyor, conduct a land survey of the areas proposed by the community for community forestry.*
- c. *The community may modify or refine the proposed area for community forest activities at any time during the land survey process.*
- d. *The community shall also modify the proposed area if necessary, taking into account the resolution of any conflicting claims to the land, in accordance with the process in Section 4.1(b).*
- e. *Based on the land survey, the community shall document the specific locations and areas of proposed community forest land for inclusion in the Community Forest Management Agreement.*

2.16 Notification of Approval of Land Demarcation

- a. *Within 60 days of the completion of the land survey, FDA shall review the proposed area as documented to determine:*
 - (1) *Whether the area, as now proposed, is consistent with the FDA's finding regarding national plans and strategies under Section 3.7; and*
 - (2) *Whether there are any remaining competing claims for use of the land area that must still be addressed or resolved.*
- b. *FDA shall then either certify that the land is approved for inclusion in a Community Forest Management Agreement, or shall describe in writing what the community must do or what competing claims must be resolved before an Agreement may be finalized. Notification of approval or denial of demarcation must be sent to the Community Assembly as soon as the determination is made.*
- c. *If FDA approves the land for inclusion in a Community Forest Management Agreement, FDA shall give the community, in writing, the standards for provisions and information that must be included in the Agreement and the Community Forest Management Plan, as listed in these Regulations, the CRL, and other relevant laws.*

Chapter 3 Community Forest Governance

This Chapter should be edited for consistency with the FDA's regulatory role and community autonomy in the community forestry application process. For example, the reference to requiring communities to be "pre-qualified" by FDA before being able to form a Community Assembly should be deleted; communities should be encouraged to begin organizing at an early stage in the process, before and during submission of a Community Forest Application—before FDA has reviewed any community information or decisions.

Terms in this Chapter should be consistent the recommendations made above regarding the formation of an Interim Community Forestry Assembly and the recommendation to require communities to begin the process of incorporating as a Community Forest Association. For example, Section 10 on the adoption of a Community Assembly Constitution and By-Laws should be altered to be consistent with establishing by-laws for a legally-recognized Community Forest Association.

Chapter 4 Community Forest Management

Section 11 on final approval of an “Authorized Forest Community” should be deleted and replaced with language in context of the new process and roles recommended, using consistent terms. The community organization process is and should be part of establishing a Community Forest Management Agreement.

Chapter 6 Roles and Powers of the Authority [FDA]

This Chapter should be revised based on the overall recommendations regarding FDA’s role and responsibilities in working with communities to establish community forestry.

This could include a broad introductory statement of the FDA’s role:

6.1 FDA Authority and Responsibilities

- a. The FDA has the authority to regulate the commercial and non-commercial use of forests in Liberia, in accordance with relevant laws and regulation.*
- b. Although community forest land and community forest resources are owned and managed by communities, under the terms of the CRL and these Regulations, the FDA has jurisdiction to regulate commercial forest activity and must authorize community forest activities through a Community Forest Management Agreement.*
- c. The FDA has the authority and responsibility to review Community Forest Management Agreements and shall approve such applications and agreements if they meet the requirements in the CRL, these Regulations, and other relevant law.*

Appendix 8: Proposed FDA Standard Operating Procedure

The CRL creates a framework for communities to establish and manage community forests. The current CRL regulations describe a process and define the role of communities and of the FDA in planning and carrying out community forest activities. However, the assumptions underlying the regulations are not fully consistent with the purpose and objectives behind the CRL and more recent changes in land policy and other laws.

These gaps and ambiguities can be addressed with Standard Operating Procedures (SOP) for the FDA in engaging with communities interested in community forestry, as well as amendments to the CRL regulation to bring them more in line with community expectations. The recommendations of this report also reflect the need to update the regulation to match the concept of community ownership of forest resources articulated in the CRL and potentially that of land ownership in the new land policy and proposed law.

The proposed SOPs and proposed CRL regulation amendments are based on the findings and recommendations described in this Report, as well as a review of the CRL regulations and other relevant laws and regulations. First, these recommendations discuss the role of the institutions involved in the community forestry process, including the FDA and community governance bodies. Next, we recommend establishing a clear process for negotiation of a Community Forest Management Agreement that emphasizes community prerogative and autonomy, within regulatory limits that allow FDA to verify community agreement and work with other government agencies or stakeholders to resolve potential conflicts or competing claims to community forest land. Third, we provide some recommendations for standards for FDA to use in reviewing the sufficiency of Community Forest Management Agreements. Fourth, we include suggestions for structuring the reform process, including administrative action to maintain moratoria on approving CFMAs, suspending all forest concessions processes until this legal framework is clarified, and improving efforts to track information related to forest conservation, use, and management.

1.1 Institutions

1.1.1 Role of FDA (primarily regulatory and to a lesser degree, technical advice or co-management?)

One key question in identifying reforms to the community forest process is how to understand the role of the FDA vis-à-vis a given community. Under the NFRL of 2006, prior land law and policy, and other laws that pre-dated this reform process, the Government of Liberia is the owner and manager, holding forest resources “in trust” for the people.²⁸

The idea of community forestry, as described in the Community Rights Law, and enshrined in current land policy and proposed law, is based on a different paradigm, in which communities own both the forest resources (see Section 2.2a of the CRL) and the customarily-held land on which those forests stand (see Land Policy). In this paradigm, the resources and land are owned by the communities and the FDA cannot act as sole manager or owner. Rather, the authority of FDA becomes primarily regulatory.

²⁸ See National Forestry Reform Law of 2006, Section 2.1(a), (“All Forest Resources in Liberia, [with exceptions for non-commercial communal forests and artificially-regenerated forests on private land,] are held in trust by the Republic for the benefit of the People.”)

The authority of FDA to regulate the use of natural resources comes from the Constitution of Liberia, the NFRL, and the CRL. This means that FDA may prescribe regulations that affect how communities may or may not use forest resources; however, management decisions are left to communities. FDA may set standards for community forestry that communities must meet. However, once communities decide to engage in the process, FDA may only review the community's plans and actions to ensure that the standards are met; if they are, FDA *must* approve the plans.

In practice, this means that community forestry activities still require FDA approval; however, in this regulatory model, FDA sets standards and reviews community plans for compliance, rather than holding the decision-making power regarding how to manage the forests.

Recommendations:

The current CRL regulations assign the FDA substantial management authority, rather than providing the authority a regulatory role. In order to give meaning to the “ownership” of those resources granted in the CRL, the regulations must be amended to recognize that communities already hold rights to use and management of forest resources. This will be even more important if communities also own the land beneath those resources, as envisioned in the land policy.

Essentially, the regulations should state that FDA has the power to *authorize* community forest management, rather than stating that FDA has the power to *grant rights* (because those rights are already assigned).

1.1.2 Formation of Community Forest Governance Bodies

The CRL and its regulations put in place a Community Assembly and Executive Committee to govern community forestry activities at a community level. (See CRL Sections 4.1-4.2.) CRL regulations require FDA to “pre-qualify” a community before it can establish a Community Assembly. With a transition to a regulatory role for FDA, this should be reversed. It should be the community's decision when to form an Assembly that can engage with the FDA.

Recommendations:

Regulations should recognize the community's authority to decide whether and when to begin working toward community forest activities. A community can do this by forming an Interim Community Forest Committee that will submit an initial application to FDA, expressing the community's interest in community forestry.

This Interim Committee can carry out the process of forming an incorporated entity on behalf of the community. Once the incorporated entity is formed, the community chooses a Community Assembly and Executive Committee to govern the corporation.

[This process and the roles of these institutions and bodies are described below in Section 4.2.]

1.1.3 Role of NGO

The NGO community has a critical, though informal, role in coordinating natural resource management policies and practice. NGO and related organizations can play an important role in supporting communities once they have decided to engage in community forestry and begin preparing a Community Forest Management Agreement with the FDA. Community outreach and education needs related to the development of CFMAs can also be met by NGO. These organizations can also help mediate land disputes, but will need to be engaged with such disputes early on in the process in order to play that role effectively. Finally, NGOs can play a

substantial role in monitoring forestry processes, serving as watchdogs to oversee processes like the development of new contracts and the operations of CFMBs.

1.2 Procedures

These recommended procedures include steps to be taken both by a community and the FDA in concluding a Community Forest Management Agreement. These steps are based on the consultations with communities described above and are further elaborated in the appended SOPs and recommended amendments to CRL regulations.

Six major steps are proposed from the beginning of the community's decision-making process to negotiating contracts or concession agreements with commercial forest companies. The steps are as follows:

7. Community decision and preparation of initial Community Forest Application to FDA
8. FDA review and verification
9. Socioeconomic survey, land survey, and demarcation
10. Preparation and submission of CFMA and Community Forest Management Plan to FDA
11. FDA verification and approval
12. Community negotiates contracts or concession agreements, as appropriate to their plans

In addition to this process, there should be emphasis on some key points in FDA's planning process and engagement with communities:

- FDA must respond to communications from communities, including Community Forest Applications, requests for assistance in community mapping and land demarcation, requests for information, etc.; responses must indicate receipt and inform the senders of next steps.
- As a regulatory agency, FDA sets standards for community forestry that communities must follow. When a community's plans, institutions, and activities meet these standards, FDA must approve the community's proposals.
- FDA must collaborate with other ministries and government agencies as needed in order to make coherent plans for the use of forest lands and help resolve competing claims to forests and other resources on those lands.
- FDA must develop and regularly update its national plans and strategies for forest use in order to be able to verify whether Community Forest Management Plans are consistent with national policy.

1.2.1 Community decision and preparation of initial Community Forest Application to FDA

Any decision to begin engaging in community forestry must be made or approved by the community as a whole. To begin the process, the community should:

- Hold a meeting for all community members over the age of 18 to discuss whether to engage in community forestry;
- If the community decides to undertake community forestry, form an Interim Community Forest Committee to represent the community in beginning this process;
- Undertake preliminary community mapping to decide which portions of community land to use as community forest, and for what purpose (e.g. biodiversity conservation, commercial timber sales, extraction of NTFPs, etc.); and

- Prepare and submit to FDA a Community Forest Application, along with the required fee, with basic information regarding the community and the community's plans.

While doing this, the community should also begin the process of incorporation under Liberia's Commercial Law as a Community Forest Association that can manage community forestry activities on behalf of the community.

In the incorporation process, the community should follow the organizational structure in the CRL and CRL regulations and set up a Community Assembly and Executive Committee to manage the Community Forest Association. The incorporation does not need to be finalized at this stage, but the process should be started.

1.2.2 FDA review and verification

After receiving a Community Forest Application with basic information about the community's plans, FDA will conduct a preliminary review, focusing on:

- Whether the land proposed by the community is eligible under Liberia's national forest management plans and strategies for the community's forestry activities
- Verification of community ownership of the land

1.2.3 Socioeconomic survey, land survey, and demarcation

Once the FDA has reviewed the community's application, the FDA visits the community to conduct a socioeconomic survey and verify that the community as a whole supports the decision to engage in community forestry. The FDA will interview members of the Interim Community Forest Committee and other community members to assess the general socioeconomic background of the community and expectations for benefits from community forestry.

In addition to the socioeconomic survey, FDA helps facilitate a land survey of for the community to verify consistency with national plans and strategies and finalize a plan for how each area of the community's forest land will be used (i.e. whether for commercial extraction, conservation, NTFP harvesting, etc.). The community is free to invite technical support at any stage in the process and may invite CSO to accompany them during the surveys and demarcation process.

1.2.4 Preparation and submission of CFMA and Community Forest Management Plan to FDA

Once the community has finalized its incorporation as a Community Forest Association and has prepared plans for the management of different areas of forest land, the Community Assembly can finalize a CFMA for submission to the FDA. This CFMA will include, at a minimum:

- Basic terms, including documentation and description of the community forest land and plans for forest activities, as well as the intended duration of the CFMA
- Roles and responsibilities of the parties
- Evidence of community title or customary ownership to land
- Description of community governance institutions for overseeing community forestry, including:
 - incorporation under the Commercial Law
 - formation of the Community Assembly and Executive Committee
 - formation of a Community Forest Governance Body (CFMB) to oversee day-to-day management

- a process for managing funds from community forestry
- The FDA's findings from its review of national plans, socioeconomic survey, and collaboration with other agencies, as appropriate
- Guidelines and requirements for forest exploitation and management under the CFMA, including:
 - environmental requirements
 - dispute resolution mechanisms
 - minimum requirements for concession agreements with commercial companies (in accordance with the CRL, NFRL , and other relevant laws and regulations)

FDA can set additional standards for what must be included in CFMAs, but when standards are met, FDA shall approve the CFMA. This reflects the FDA's role as a regulatory agency and the community's role as owner and manager of forest lands. The community has the power to make decisions about whether to engage in community forestry; FDA has the authority to impose restrictions on those practices, in accordance with relevant laws and regulations, to ensure that community forests are sustainably managed and that communities can benefit from the use and exploitation of their forests.

1.2.5 FDA approval

Upon receiving a completed CFMA, the FDA reviews the agreement for consistency with the CRL and CRL regulations and either approves the CFMA or responds to the community detailing the remaining requirements that must be fulfilled.

1.2.6 Community negotiates contracts or concession agreements

An approved CFMA authorizes the community either to carry out community forest activities on its own or to negotiate contracts or concession agreements with commercial companies, in accordance with the CRL and other laws. The FDA periodically reviews these activities to make sure that the community and concession holders fulfill the terms of the CFMA and other applicable laws.

Proposed SOPs

In light of the discussion above, the below SOPs are to elaborate FDA authority and responsibility, to guide its activities, and to provide standards for its decision-making process. It does provide some responsibilities of communities but in order to more fully support the effective implementation of community forestry, SOPs should be developed for all steps and standards communities must follow, and supporting materials such as checklists and templates should also be provided. A proposed guide for amending the regulation is found in Appendix 7.

Proposed FDA Standard Operating Procedure: Negotiation of Community Forest Management Agreement (CFMA)

1.0 Summary

This Standard Operating Procedure (SOP) is intended to guide the Forestry Development Authority (FDA) in working with communities that are interested in engaging in community forestry under the 2009 Community Rights Law (CRL) and the Regulations to the CRL and other applicable laws and regulations. It includes steps for FDA to take in verifying the community's approval of the decision to undertake community forestry and for reviewing and approving a Community Forest Management Agreement (CFMA).

2.0 Scope and Application

- a. This Procedure applies to the formation of a Community Forest Management Agreement (CFMA), as prescribed by the Regulations to the 2009 Community Rights Law.
- b. FDA has the following authority and responsibilities:
 - (1) The FDA has the authority to regulate the commercial and non-commercial use of forests in Liberia, in accordance with applicable laws and regulations.
 - (2) Although community forest land and community forest resources are owned and managed by communities, under the terms of the CRL and the CRL Regulations, the FDA must authorize community forest activities through a Community Forest Management Agreement.
 - (3) The FDA has the authority and responsibility to review Community Forest Management Agreements and must approve such applications and agreements if they meet the requirements in the CRL, the CRL Regulations, and other applicable law.

3.0 Definitions

Community Forest Application:

A Community Forest Application is the initial form that a community must submit to the FDA in order to express the community's interest in engaging in community forestry. Submitting a Community Forest Application is the first step in negotiating a Community Forest Management Agreement that authorizes community forest activities.

Community Forest Management Agreement (CFMA):

The CFMA is a broad agreement between the community and FDA that authorizes the community to engage in community forest activities on a specified piece of land owned or customarily used by a community. Requirements for what is included in a CFMA are listed below in Section 4.9.

Interim Community Forestry Assembly:

Interim committee established by a community to prepare and submit a Community Forest Application to the FDA and take necessary steps to form a corporation for the community as a Community Forest Association. Once the community forms a Community Forest Association, the interim Community Forestry Assembly's authority is superseded by the Community Assembly of that Association.

Community Forest Management Plan:

Plan developed by a community for the use and management of the forests owned or customarily used by the community. The plan should describe whether to engage in commercial activities and what type of commercial activities, if any, will be undertaken in which specific areas of the community's forest land. The plan must be approved by a Community Assembly or (interim Community Assembly) and shall be included in a Community Forest Management Agreement. Communities may revise the Plan whenever they wish, and must review any Plan that includes commercial use of forests at least once every five years. Requirements for the Plan are listed below in Section 4.8.

Community Forest Association:

A legally-recognized entity (with legal personality) formed by a community for engagement in community forestry activities. The Community Forest Association is governed by a Community Assembly and is managed on a day-to-day basis by a Community Forest Management Body (CFMB). The role, composition, and functions of the Community Assembly and CFMB are described in greater detail in the CRL.

Other terms:

Other terms used in this SOP are to be used as defined in the 2009 Community Rights Law, its regulations, and the 2006 National Forestry Reform Law.

4.0 Stages in Establishing a Community Forest Management Agreement

The FDA shall follow the following process in developing a CFMA with an interested community.

4.1 Community Forestry Application

- a. An interested community shall submit a Community Forestry Application, and the required fee of US\$250.00 to FDA.
- b. Before an Application is submitted, a community should:
 - (1) Hold a community meeting to decide whether to engage in community forestry. Any such decision must be approved by the community as a whole. The community may use its existing traditional or customary governance processes to propose engagement in community forestry, so long as the process is representative of men, women, youth, and all social or ethnic subgroups within the community.
 - (2) Form an interim Community Assembly to oversee the Community Forestry Application process.
 - (3) Undertake a process of preliminary or informal community mapping, to identify and propose potential areas for community forest management.
 - (4) Begin the process of incorporating as a Community Forest Association under Liberia's Associations Law (Title 5 of the Liberian Code of Laws Revised) to form an entity with legal personality that can manage community forestry and funds from community forestry on behalf of the community. This includes taking steps to describe how community forest governance institutions will be formed, including a Community Assembly, Executive Committee, and Community Forest Management Body, and plans for how the community will manage any finances received from community forestry in a Community Forest Fund.

4.2 FDA review of Community Forest Application

Upon receipt of an Application and the fee, FDA will undertake a preliminary review of the following:

- a. FDA shall review the Application to make sure it contains:
 - (1) *Community information*: General information regarding the community, including, for example:
 - i. Number of families in the community;
 - ii. Description of the location of community land;
 - iii. Description of the community's customary or traditional activities or use of the land; and
 - iv. Any available evidence of the community's rights to use or ownership of the land, whether customary or formal.
 - (2) *Area*: Description of the area proposed for community forest management. This must also include preliminary community mapping that describes the community's activities in different areas within the community's land.
 - (3) *Management objectives*: Description of the community's intended management objectives (for example, commercial timber extraction; sale of non-timber forest products; etc.)
 - (4) *Community approval*: A resolution from a meeting of the community or a representative group of the community that includes:
 - i. Names and signatures of those in attendance;
 - ii. Names of those who form the interim Community Assembly; and
 - iii. Demonstration of community agreement to develop community forest activities.
 - (5) *Steps toward incorporation*: Description of steps community has taken to form a legally-recognized Community Forest Association to manage community forestry.
- b. FDA shall undertake a preliminary review of evidence provided by the community that it owns or holds customary title to the lands proposed for community forestry.
- c. FDA shall undertake a review of the materials provided by the community to ensure that the community has followed the steps listed in 4.1 of this SOP prior to submitting the Application.

4.3 *FDA Response to Application*

Within 30 days of receiving a Community Forest Application, FDA shall issue a response letter to the interim Community Assembly stating whether the application is complete, with a request for further information or description of steps needed to complete the application if necessary. FDA shall also include the findings of its preliminary review under Section 4.2 of this SOP and an indication of next steps in the process.

4.4 *Visit to Community for Socioeconomic Survey and Verification*

- a. Within 90 days of receiving a completed Community Forest Application, the FDA shall schedule a visit to the community to conduct a socioeconomic survey and verify the supporting documentation in the Application. FDA shall give 30 days' notice of such a visit.

- b. FDA shall meet with and interview the members of the interim Community Assembly or other community members that prepared and submitted the Community Forest Application. During these interviews, the FDA should:
 - (1) Verify that the Committee members or others interviewed were those that had signed and submitted the Application;
 - (2) Verify other information in the Application;
 - (3) Identify how different community land areas are used;
 - (4) Identify how existing forests are used (by community or by others).
- c. FDA shall interview a representative sample of individual community members other than those on the interim Community Assembly (at least 6-10 people, depending on the size of the community, including both men and women, and younger and older community members). The purpose of these interviews is to:
 - (1) Assess socioeconomic baseline of community, including: general information regarding economic activity in community; income level; etc.
 - (2) Assess community members' expectations for benefits from community forestry; and
 - (3) Verify broad community agreement on forest management.
- d. FDA shall identify and meet with neighboring communities in order to:
 - (1) Gather information related to verifying the community's claims to ownership or customary use of the land;
 - (2) Gather information about forest uses and practices in the area surrounding the community (including uses by communities and by others); and
 - (3) Make other assessments necessary to verify the information in the community's Application.
- e. FDA shall review the information in the Application and the results of its visit to the community to verify whether the community's proposed forest activities are consistent with national forest management strategies, plans, and other laws and regulations.

4.5 *FDA Findings from Survey, Verification, and Review of National Strategies*

Within 60 days of the visit and survey, FDA shall issue to the community findings from its survey and interview, as well as findings from the initial review and verification of information in the Application.

- a. Findings from survey and interviews of members of interim Community Assembly and other community members
 - (1) After conducting interviews, FDA shall make a finding as to whether the community broadly agreed to undertake community forest management as suggested by the Community Forest Application.
 - (2) FDA must document this finding in writing, along with reasoning and evidence that supports the finding.
 - (3) If FDA finds that the community does broadly support the proposed community forest activities, FDA shall document this in writing and provide these findings to the interim Community Assembly, along with a description of next steps toward developing a CFMA.

- (4) If FDA cannot find sufficient evidence of broad community support for the Application and proposed forest management, FDA must discontinue the visit and the review process and must inform the community that it cannot continue toward a Community Forest Management Agreement without the consent of the entire community.
 - (5) In such cases where FDA discontinues the process due to insufficient community support, if the full community later decides to support community forestry, the community may, after a reasonable waiting period, but no sooner than 180 days after the FDA's finding, re-apply by submitting a new Community Forest Application for FDA review or by resubmitting the original Application, with additional supporting documentation that responds to FDA's findings.
- b. Findings regarding consistency with National Strategies and Plans:
- (1) If the FDA finds that some portion of the proposed community forest activities is inconsistent with national strategies and plan for the land, the FDA shall communicate this to the community, along with a statement of the relevant strategy or plan and a description of why the community's proposed activities are inconsistent.
 - (2) Where appropriate, the FDA may work with communities to identify alternatives to address inconsistencies with national forest management plans and strategies, such as limiting or changing the proposed community forest area.
 - (3) If, after further discussion or negotiation with the community, the proposed activities are still inconsistent with national forest management strategies and plans, FDA shall inform the community in writing that it will not approve any Community Forest Management Agreement until the inconsistencies with national strategies and plans are resolved.
 - (4) A community shall have the right to appeal this finding to the FDA Board or to a competent court, consistent with other laws and regulations.
- c. Irregularities or inconsistencies in documentation of rights or ownership: If the FDA finds any irregularities or inconsistencies in its review of the community's title or ownership of the land, the Authority shall communicate this to the community. FDA shall inform the community that it cannot approve any Community Forest Management Agreement until such irregularities or inconsistencies are resolved or clarified. The FDA shall, as appropriate, consult with the Land Commission regarding how to clarify or remedy any such problem.

4.6 Land Survey and Demarcation Process

- a. Within 90 days of the socioeconomic survey, if FDA has found that the community has agreed to participate in community forestry and has not made (or has resolved) any findings of inconsistencies with national strategies and plans or title or ownership irregularities or inconsistencies, the FDA shall schedule a second visit to facilitate a land survey of the proposed area with a licensed surveyor.
- b. FDA shall give the community 30 days' notice of the land survey. The land survey shall be based on community mapping from the Community Forestry Application, and shall be used to demarcate land for inclusion in a CFMA between FDA and the community.

4.7 Review and Approval of Land Demarcation

- a. During the course of the land demarcation, FDA shall assess whether the maps or other evidence from the demarcation shows a contradiction with the FDA’s findings regarding consistency with national plans and strategies or its review of any conflicting claims to use of the proposed area. If so, FDA shall:
 - (1) review the results of the survey again for consistency with national plans and strategies;
 - (2) update its review of any conflicting claims to use of the indicated land, which shall include coordination with other government agencies and ministries, as necessary.
- b. Within 60 days of the land demarcation, if the proposed land use is consistent with national plans and strategies, and if there are no unresolved conflicting claims to the indicated land, FDA shall issue, in writing, to the community, its approval of the land demarcation.
- c. Otherwise, within 60 days of the land demarcation, FDA shall issue a notice of disapproval of the land demarcation and indicate steps that the community may take to revise the proposed land or proposed forest uses.

4.8 Preparation and Receipt of Community Forest Management Plan

- a. After receiving FDA approval of the land demarcation, the Community Assembly may prepare a Community Forest Management Plan for the community.
- b. The community shall control the formation and implementation of the Plan. Any Community Forest Management Agreement with the FDA must include a Plan that contains the basic requirements listed below; however, the community has the power and prerogative to change and update the plan as it sees fit; the community must inform FDA of any such changes.
- c. The Community Forest Management Plan shall include, at a minimum:
 - (1) Intended uses of the forest, and where in the surveyed land various activities are proposed. The Plan shall be based on a timeframe of at least 25 years.
 - (2) Any commercial activities envisioned by the community (i.e. logging, harvesting of non-timber forest products (NTFPs), etc.).
 - (3) Description of community governance institutions and their roles, in line with the Forest Management Association incorporated on behalf of the community, including the role and responsibilities of CFMB in implementing the Plan.
 - (4) Procedures for the community to follow in negotiating with any commercial companies.
- d. The Plan must meet community responsibilities listed in CRL Section 3.2, including:
 - (1) ensuring transparency and accountability;
 - (2) ensuring full community participation in decision-making; and
 - (3) ensuring environmental sustainability of forest management.
- e. The community may revise the plan at any time. If the Plan includes commercial use of community forests, the community must review and update the Plan at least once every five years. Any revisions must be submitted to FDA.

4.9 Review of Community Forest Management Agreement

- a. The community shall include the Plan above in a final Community Forest Management Agreement (CFMA) and submit it to the FDA for review and approval. The CFMA is a broad agreement between the community and FDA that authorizes the community to engage in community forest activities on a specified piece of land owned or customarily used by a community.
- b. This SOP provides steps toward the establishment of a CFMA. Once all of the foregoing processes are in place, the FDA shall approve a CFMA with the community. The CFMA shall include:
 - (1) Documentation of the community forest land (including specific latitude and longitude coordinates or other geographic data based on land survey).
 - (2) Evidence of community title or customary ownership to land. This may include evidence in the form of notarized affidavits.
 - (3) Documentation related to formation/incorporation of Community Forest Association, including:
 - a. Roles and responsibilities of community forest governance bodies (Community Assembly, Executive Committee, and Community Forest Management Body, as described in the CRL)
 - b. Rules for management of Community Forest Fund (including a list of community funding priorities and a process for the community to decide on how to expend funds, led by CFMB but with approval of the Community Assembly).
 - (4) Duration of CFMA.
 - (5) Findings of FDA related to community consent and approval of community forest planning and activities.
 - (6) Findings of FDA regarding consistency with long-term land-use plans, and any required mitigation or adjustments.
 - (7) Community Forest Management Plan (including all requirements in Section 4.8 of this SOP).
 - (8) Environmental requirements consistent with the CRL and NFRL, as defined by the FDA.
 - (9) A Mechanism for resolving disputes with other parties regarding community forestry.
 - (10) Description of the guidelines for concession agreements, including the minimum guidelines, in accordance with the CRL, NFRL, and other laws and regulations, on the distribution of revenues and/or bid premium guaranteed to the community in commercial forestry contracts, etc.
- c. The FDA shall approve a CFMA if it meets the standards listed above and in relevant laws and regulation. This includes the required findings from FDA discussed in Section 4.5 of this SOP above:
 - (1) Broad approval of community;
 - (2) Not inconsistent with national strategies and plans for forest management;
 - (3) No irregularities in evidence of title or customary ownership;
 - (4) Management Plan meets basic requirements and fulfills community responsibility in CRL.
- d. Within 45 days of receiving a CFMA, the FDA shall review and shall approve it, or shall provide the community in writing with an explanation of missing requirements or other steps needed before approval. A representative of the FDA shall sign an approved

CFMA, to be countersigned by the Community Assembly for the Community Forest Association on behalf of the community.

5.0 Ongoing Roles of Community and FDA in Management of CFMA

5.1 Negotiation of Contracts or Concessions for Commercial Activity

- a. A Community Forest Management Agreement between FDA and a community's Community Forest Association authorizes the community to engage in community forestry.
- b. A Community Forest Association may carry out community forest activities by itself or may enter into contracts or concession agreements with companies or other entities to undertake commercial forestry activities.
- c. Companies engaged in commercial forest activity or commercial harvesting of timber or non-timber forest products are prohibited from discussing or negotiating concession agreements with communities until the CFMA is formalized with the FDA.
- d. Contracts for commercial forestry activity must:
 - (1) Be consistent with the community's Community Forest Management Plan;
 - (2) Meet minimum requirements noted in CFMA, the CRL and other applicable laws and this regulations (e.g., environmental sustainability standards; minimum/maximum duration and size; competition requirements (described below); etc.
- e. Under Chapter 6 of the CRL, contracts or concession agreements for commercial forest activities must follow different requirements based on size of proposed area:
 - (1) Small-scale areas (less than 5,000 ha): the community may not use a competitive bidding process. Small-scale areas may be for timber and/or non-timber forest products (NTFPs).
 - (2) Medium-scale areas (5,000 ha - 49,999 ha): the community may accept bids on a competitive or non-competitive basis; concession agreements must still meet other requirements (payments of fees, taxes, etc.).
 - (3) Large-scale areas (50,000 ha or greater): the community must use a competitive bidding process to award a concession; such a concession must follow bid premium laws and regulations, etc., and must follow FDA's standards on sustainable forest management.

A community must provide a copy of contracts and concession agreements to FDA. FDA's approval is not needed for such a contract or concession (this is authorized by a CFMA); however, FDA has authority to review for consistency with the CFMA and relevant laws and to monitor for compliance during the implementation of any agreement.

5.2 FDA Review of Contracts

- a. FDA has authority and responsibility to review contracts and concession agreements entered into by communities in order to ensure that they meet the minimum terms consistent with the CRL, the CRL regulations, and other relevant laws and regulations.
- b. FDA has authority and responsibility to monitor activities under contracts and concession agreements entered into by communities in order to ensure compliance with

the terms of the agreement, the CRL, the CRL regulations, and other relevant laws and regulations.

- c. FDA may propose canceling the CFMA if contract or concession agreements or activities subject to them are substantially inconsistent with laws, regulations, or CFMA. Such a cancellation must be made in writing, accompanied by evidence, and may be appealed to the FDA Director or to a court, consistent with other laws and regulations.

Appendix 9: Review of Revisions Needed upon Adoption of the Land Rights Policy Statement

Memo

To: Chairman Brandy; Commissioner Liberty; Commissioner Helb; Director Pay-Bayee; Stanley Toe; Dr. Jeanette Carter; Dr. Mark Marquardt; Laurie Cooper; Dr. Adarkwai Antwi; Elizabeth Moorsmith; Dr. John Bruce

From: Caleb Stevens

CC:

Date: 12/10/12

Re: Possible Changes to Liberian Land Laws upon Adoption of the Land Rights Policy Statement

I. INTRODUCTION

This memo is a section-by-section analysis of each of Liberia’s land laws that may be affected by the current draft Land Rights Policy Statement. The information is in table form. The first column identifies the section of the law, the second quotes the current language from that section, the third column identifies the issues that need to be addressed (i.e. how does it conflict or not with the draft Land Rights Policy Statement), and the fourth column recommends one of three actions (amend, repeal, or no change).

Finally, when appropriate, new statutory or regulatory language is proposed for internal discussion purposes only. Typically I propose language when the amendments are fairly straight forward; the law uses an ambiguous term such as “land” or “real estate” and an express reference to the land rights categories in the Policy is required for clarification. I do not propose language when the amendment appears to be more complicated, necessitating further discussion of the best approach and the underlying policy rationale.

Please note the Table of Contents is hyperlinked. Scroll over a section, type the “Ctrl” key, and click to be taken to the portion of the document discussing that section. The Table of Contents can also be found on the left side of the document using the Document Map feature, which should aid navigation.

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 - [Zoning Act for the City of Monrovia](#)
 - [Zoning Law](#)
 - [2 \(scope of zoning act\)](#)
 - [22\(1\) \(residence R1 districts includes public schools, public libraries, public parks\)](#)
- Regulations

- Community Rights Law Regulations
 - Preamble (framework for communities to access, manage, and use land; establishment of forest communities)
 - 1.2 (definitions of community forest agreement, authority regulatory rights, community forest, forest community, forest management committee/body, community assembly, and executive committee)
 - 1.5 (land ownership issues to be decided by Land Commission and/or MLME)
 - 1.6 (community forest entities to operate with openness, inclusiveness, and accountability)
 - 2.1 (FDA has power to grant a community the right to access, manage, and use forest resources)
 - 2.5 (US\$500 fee for community forest application)
 - 2.6 (socio-economic survey)
 - 2.7 (notice to adjacent communities for socio-economic survey)
 - 2.8 (survey, demarcation, and mapping of specified area)
 - 2.9 (notice period for demarcation survey)
 - 2.10 (notice period for survey and demarcation report)
 - 2.11 (third party objections to community forest designation)
 - 2.12 (FDA preliminary permission to organize as Forest Community)
 - Ch. 3 (Community Forest Governance)
 - Ch. 4 (Community Forest Management)
 - Ch. 5 (Primary and Secondary User's Rights)
 - 6.3 (prior, free, informed consent is not absolute and does not supersede FDA regulatory authority and NFRL)
 - 6.4 (revocation of community forest status)
 - Ch. 7 (Community Forest Agreement)
 - Ch. 8 (Community Forest Management Plan)
 - Ch. 9 (Commercial Activities in Community Forestry)
 - 9.4 (5 year bar on commercial use of timber; no concessions on community forest)
 - 9.5 (FDA must consent to large scale commercial use of community forest)
 - Ch. 10 (management of community forest funds)
- Forestry Reform Law Regulation No. 102-7: Forest Land Use Planning
 - 1(a) (definition of affected community)
 - 22(e) (FDA to respect customary and statutory land tenure rights)
 - 61(c) (conditions for FDA authorization of commercial use)
- Forestry Reform Law Regulation No. 103-7: Bidder Qualifications
 - 1(i) (definition of Person)
- Forestry Reform Law Regulation No. 104-7: Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits
 - 2(a) (definition of Affected Community)
 - 2(e) (definition of Forest Resources)
 - 2(i) (definition of Person)
 - 2(j) (definition of Proposed Protected Area)
 - 2(k) (definition of Protected Areas Ordinarily Closed to Commercial Use)
 - 21(b)(4) (prerequisite that area not a Protected Area)

- [21\(b\)\(5\) \(prerequisite that not land outside FDA authority\)](#)
- [22\(a\) \(preliminary consultations with affected communities\)](#)
- [22\(b\) \(notice of intent to consult\)](#)
- [22\(c\) \(identification of affected communities\)](#)
- [22\(d\) \(FDA to maintain list of affected communities\)](#)
- [22\(e\) \(review of decision to list as affected community\)](#)
- [22\(f\) \(consultation with Community Forestry Development Committees\)](#)
- [22\(g\) \(FDA to establish Community Forestry Development Committee for unrepresented Affected Communities\)](#)
- [22\(h\) \(list of Community Forestry Development Committees\)](#)
- [22\(i\) \(FDA to consult with Community Forestry Development Committees\)](#)
- [22\(j\) \(prior free informed consent of Affected Communities required for FMC or TSC\)](#)
- [22\(k\) \(Community Forestry Development Committees may seek the assistance of experts, legal counsel, etc.\)](#)
- [34\(b\) \(additional contract provisions to be included in concession bid documents\)](#)
- [41\(b\) \(reasonable inspection conditions to protect Forest Resources\)](#)
- [Forestry Reform Law Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses](#)
 - [1\(a\) \(definition of affected community\)](#)
 - [24\(a\)\(1\) \(requirements for certification of pre-felling operations\)](#)
 - [31\(a\) \(holder to negotiate social agreements\)](#)
 - [31\(b\) \(duration of social agreements\)](#)
 - [32\(a\) \(notice requirements\)](#)
 - [32\(b\) \(identification of Affected Communities\)](#)
 - [32\(c\) \(list of Affected Communities\)](#)
 - [32\(d\) \(review of decision to list as affected community\)](#)
 - [32\(e\) \(social agreements with Community Forestry Development Committees\)](#)
 - [32\(f\) \(FDA to establish Community Forestry Development Committee for unrepresented Affected Communities\)](#)
 - [32\(g\) \(list of Community Forestry Development Committees\)](#)
 - [32\(h\) \(FDA to negotiate social agreements with Community Forestry Development Committees\)](#)
 - [32\(i\) \(Community Forestry Development Committees may seek assistance\)](#)
 - [33\(a\) \(minimum requirements for social agreements\)](#)
 - [33\(b\) \(social agreements may be tailored to local context\)](#)
 - [35\(a\) \(opportunity to participate must be afforded\)](#)
 - [35\(a\)\(1\) \(minimum requirements for public meetings\)](#)
 - [35\(a\)\(2\) \(languages of public meetings\)](#)
 - [35\(a\)\(3\) \(public meetings open to all members of the public\)](#)
 - [35\(a\)\(4\) \(best efforts to include historically excluded groups\)](#)
 - [35\(a\)\(5\) \(meeting location must ensure maximum participation\)](#)
 - [35\(a\)\(7\)\(A\) \(advertisement of public meetings\)](#)
 - [35\(b\) \(social agreement to be signed in duplicate originals\)](#)
 - [36\(c\) \(request for further information\)](#)

- [36\(d\) \(rejection of social agreement\)](#)
 - [37\(a\) \(best efforts to resolve differences between Holder and Community\)](#)
 - [37\(b\) \(mediation between Holder and Community\)](#)
 - [37\(c\) \(arbitration between Holder and Community\)](#)
 - [37\(d\) \(appeal of arbitral decision\)](#)
 - [Part 6 \(Community Forestry Development Committees; Requests for Disbursement of Funds\)](#)
- [Forestry Reform Law Regulation No. 106-07: Benefit Sharing](#)
 - [Preamble](#)
 - [1\(a\) \(definition of Affected Community\)](#)
 - [2 \(purpose of regulation\)](#)
 - [31 \(30% of land rental fees to Affected Communities\)](#)
 - [32 \(quarterly distribution to national community benefit sharing trust\)](#)
 - [33\(a\) \(purpose of the National Community Benefit Sharing Trust\)](#)
 - [33\(b\) \(composition of Trust Board\)](#)
 - [33\(d\) \(bylaws and guidelines for management of Trust\)](#)
 - [33\(f\) \(manual of procedures and guidelines for allocation of Trust Funds\)](#)
 - [33\(g\) \(staff for day-to-day operations\)](#)
 - [33\(h\)\(7\) \(local government officials and community leaders not to benefit directly from trust funds\)](#)
 - [33\(i\) \(independent monitoring of Trust\)](#)
 - [34 \(requests of Community Forestry Development Committees\)](#)
 - [41\(a\)\(3\), \(4\) \(reporting of disbursements to communities and complaints from the public\)](#)
- [Forestry Reform Law Regulation No. 106-07: Certain Forest Fees](#)
 - [Preamble](#)
- [Forestry Reform Law Regulation No. 108-07: Chain of Custody System](#)
 - [31\(a\) \(no consignment unless waybill completed\)](#)
 - [31\(b\) \(no transportation unless valid registration and waybill\)](#)
 - [35\(a\) \(no transport by night without written permission\)](#)
 - [51\(c\) \(abandoned logs, timber, or wood products on communal/ community forest and deeded land\)](#)
 - [51\(d\) \(FDA to seize logs on land not covered above\)](#)
 - [51\(e\) \(verification of abandoned logs and disposal\)](#)
 - [51\(h\) \(notion that log abandoned and sold at auction\)](#)
 - [51\(i\) \(if no bids on logs then to local community\)](#)
 - [71\(b\) \(no interference with information gathering\)](#)
 - [71\(c\) \(FDA to give best efforts to assist civil society and communities\)](#)
- [Forestry Reform Law Regulation 109-07: Penalties](#)
 - [41\(b\) \(administrative penalties if local community not significantly harmed\)](#)
- [Forestry Reform Law Regulation No. 110-07: Rights of Private Land Owners](#)
 - [Preamble](#)
 - [1\(e\) \(definition of Private\)](#)
 - [3\(c\) \(no interference with customary rights\)](#)
 - [31\(d\)\(3\) \(site of hearing\)](#)
- [Hinterland Regulations](#)
 - [61 \(mortgages\)](#)

- [66\(a\) \(right and title of lands in tribes\)](#)
 - [66\(b\) \(communal holdings\)](#)
 - [66\(c\) \(communal holdings vested in Paramount Chief and Tribal Authority\)](#)
 - [66\(d\) \(no fee simple title may be transferred\)](#)
 - [66\(e\) \(if civilized then get fee simple family units\)](#)
 - [67 \(use of lands by strangers\)](#)
 - [83 \(delimitation of tribal reserves\)](#)
- [Mineral Exploration Regulations](#)
 - [1.1 \(definitions of Government, Land, Landowner, Mineral, Mortgage, Occupant of Land, Person\)](#)
 - [7.1\(a\) \(mineral rights not to be granted in cities, etc.\)](#)
 - [7.1\(b\) \(Licensee restrictions on subsistence farms and water sources\)](#)
 - [7.1\(c\) \(application of provisions to land not covered by above provisions\)](#)
 - [7.1\(d\) \(minimum requirements for exploration\)](#)
 - [7.1\(e\) \(minimum requirements for mining operations\)](#)
 - [7.1\(f\) \(minimum compensation requirements\)](#)
 - [7.1\(g\) \(payment due prior to entry\)](#)
 - [7.2\(a\) \(grievances against Landowner or Occupant\)](#)
 - [7.2\(b\) \(grievances against Licensees\)](#)
 - [7.2\(c\) \(Minister to appoint hearing officers\)](#)
 - [7.2\(d\) \(Minister to issue regulations for hearing procedures\)](#)
 - [7.2\(e\) \(quarterly report to the Minister\)](#)
 - [7.3 \(use of resources from the land\)](#)
 - [Schedule 1.5 \(Form of Exploration Agreement\)](#)
 - [Schedule 7.1\(e\) \(Form of Agreement for Entry Onto Land\)](#)
- Other
 - [PRC Decree 23](#)
 - [9.7\(c\) \(removal of monuments, markers, and beacons requires restitution of 100 dollars per item removed\)](#)
 - [9.7\(f\) \(causing survey of land to deviate from plan without authority is a misdemeanor and punishable by a fine of 1000 dollars or less and affected land rights to be restored\)](#)
 - [9.10\(b\) \(complaint regarding surveying must state the basis of the title and produce affidavits or copies of documents of title to land affected\)](#)

III. ANALYSIS: POSSIBLE CHANGES TO LIBERIAN LAND LAWS

Aborigines Law of 1956 (Repeal All)				
Section	Current Language	Issue(s)	Action	Proposed Language
270 (right of tribe to possession of land)	Each tribe is entitled to the use of as much of the public land in the area inhabited by it as is required for farming and other enterprises essential to tribal necessities. It shall have the right to the possession of such land as against any person whomsoever. The President is authorized upon application of any Tribal Authority to have set out by metes and bounds or otherwise defined and described the territory of the tribe thus applying. A plot or map of such survey or description shall be filed for reference in the archives of the Department of State within six months after the completion of such survey. The omission of a tribe to have its territory so delimited shall not, however, affect in any way its right to the use of the land.	--Irreconcilable with Policy Sec. 6.0 on Customary Land	Repeal	N/A
271 (right to convert to communal holding)	The interest of a tribe in lands may be converted into communal holdings upon its application to the government. The proposed holding shall be surveyed at the expense of the tribe making the application. The communal holding shall be vested in the members of the Tribal Authority as trustees for the tribe, but the trustees shall not be able to pass title in fee simple in such lands to any person whomsoever.	--Same as above	Repeal	N/A
272 (right to convert to family holding)	If a tribe shall become sufficiently advanced in civilization, it may petition the government for a division of the tribal land into family holdings. On receiving such a petition, the government may grant deeds in fee simple to each family of the tribe for an area of twenty-five acres.	--Same as above	Repeal	N/A
273 (procedure for strangers)	A person who enters the territory of a tribe of which he is not a member for the purpose of farming, shall observe the following procedure: (a) Obtain permission of the	--Same as above	Repeal	N/A

Aborigines Law of 1956 (Repeal All)				
Section	Current Language	Issue(s)	Action	Proposed Language
	Tribal Authority prior to commencing his activities. (b) Agree to pay some token in the nature of rent, such as five or six bunches of rice out of every farm. (c) Pay taxes to the appropriate tribal chief on all huts on the lands occupied by him. In case of his failure to comply with any of the forgoing requirements, the Tribal Authority may cancel the permission granted and confiscate the crops, subject always to appeal to the District or County Commissioner			
370 (aborigines to enjoy all rights, privileges, and immunities)	All aborigines residing in the Republic of Liberia shall have full protection for their persons and property, and shall enjoy all the rights, privileges and immunities granted to all other citizens of the Republic.	--Same as above	Repeal	N/A
423 (male aborigines required to plant crops)	Every able bodied male aborigine in the Tribal Jurisdiction shall plant crops for the market and take them when ready to market on market days. A fine of twenty-five cents shall be imposed for every failure to plant crops in violation of this section, and a fine of four cents, for each market day on which there is a failure to market. All such fines shall form a part of the tribal revenues and be paid into the Tribal Treasury.	--Same as above	Repeal	N/A

Act Creating City of Monrovia				
Section	Current Language	Issue(s)	Action	Proposed Language
5 (authority to contract and take and hold property)	The City of Monrovia shall have full power and authority to make and fulfill contracts, take and hold real and personal estate to the value of ten million dollars.	--Need to clarify what is meant by “real estate” using the newly created land rights categories. It must be Government Land and/or Public Land if a government entity is holding it. Policy Sec. 5.1.1 --Need to clarify how and under what conditions the City of Monrovia may “take” land. Reconcile with Policy Sec. 5.3	Amend	The City of Monrovia shall have full power and authority to make and fulfill contracts, acquire personal property and land as Government Land by mutual agreement, eminent domain, donation, and reversion pursuant to the Land Rights Law.

Act Creating FDA				
Section	Current Language	Issue(s)	Action	Proposed Language
3(b) (publicly owned forest lands)	Devote all publicly owned forest lands to their most productive use for the permanent good of the whole people considering both direct and indirect values	--Need to clarify what is meant by “publicly owned forest lands” in line with Policy Secs. 5.1 and 6.3.2 (ownership of natural resources vests in the community)	Amend	Devote all forests on Public Land and Government Land to their most productive use for the permanent good of the whole people considering both direct and indirect values.
3(c) (stop waste of natural resources)	Stop needless waste and destruction of the forest and associated natural resources and bring about the profitable harvesting of all forest products while assuring that supplies of these products are perpetuated	--Define natural resources consistent with Policy App. A 1.22	Amend	
3(d) (correlate with other land uses)	Correlate forestry to all other land use and adjust the forest economy to the overall national economy	N/A	No Change	N/A
4(a) (establishment of Government Forest Reserves, Native Forest Authority Forest Reserves, Communal Forests, and National Parks)	To take all actions necessary to create and establish Government Forest Reserves, Native Authority Forest Reserves, Communal Forests, and national parks	--Clarify relationship between Government Forest Reserves and national parks and Government Land --Repeal Native Authority and Communal Forests as land use/management category or ensure that these are firmly within the Customary Land category pursuant to the Land Rights Policy	Amend	Take all actions necessary to create and establish Community Forest Land as defined and recognized under the Community Rights Law, and Forest Reserves and National Parks on Government Land.
4(d) (assist owners of timber land with sustainable yield forestry)	To assist the owners of timber land in applying sustained yield forest management	--Clarify what is meant by “timber land”	Amend	To assist owners of Customary Land and Private Land in applying sustained yield forest management.
4(e) (wise use of forest, recreational and wildlife resources)	To carry out a program for the wise use and perpetuation of the forest, recreational, and wildlife resources of the country except that regulations for the zoning of hunting grounds and the restriction of hunting to stated periods shall be promulgated by the President	--Revise clause on hunting grounds in light of community ownership of Customary Land. Why should communities need permission to hunt on their own land?	Amend	To carry out a program for the wise use and perpetuation of the forest, recreational, and wildlife resources on Public Land or Government Land except that regulations for the zoning of hunting groups and the restriction

Act Creating FDA				
Section	Current Language	Issue(s)	Action	Proposed Language
				of hunting to stated periods on Public Land or Government Land shall be promulgated by the President.
4(p) (trade in forest products)	As a principle or in conjunction with others to fell trees and prepare them for export or to have them processed locally, or both; to trade with such timber in the raw or processed state and to engage in all other operations directly or indirectly connected with the trade in forest products	N/A	No Change	
5 (confiscation and forfeiture to the Government)	...If any person shall be convicted of any offense under this Act, the court may in addition to or in lieu of the imposition of any fine or term of imprisonment, order that the whole or any part of the forest product or wildlife resource with respect to which the offense was committed, be confiscated and forfeited to the Government to be sold or otherwise disposed of in such manner as the Managing Director may prescribe.	--Statist and inconsistent with the natural resource ownership vesting in the owner of the Customary or Private Land. Policy Secs. 6.3.2 & 7.1.1. Why should it go to the state and not the owner of the land on which the resource was located?	Amend	If any person shall be convicted of any offense under this Act, the court may in addition to or in lieu of the imposition of any fine or term of imprisonment, order that the whole or any part of the forest product or wildlife resource with respect to which the offense was committed, be confiscated and forfeited to the owner of the Customary Land or Private Land on which the offense was committed. If the offense occurred on Public Land or Government Land, the court may order that the whole or any part of the forest product or wildlife resource be confiscated and forfeited to the Government.
14 (Forest Officer may fell, cut, damage, tap, or destroy trees)	A Forest Officer may fell, cut, damage, tap, or destroy trees within Government Forest Reserves, Native Authority Forest Reserves, Communal Forests, and national parks, and make clearing or remove timber therefrom for the purpose of planting trees, improving the growth of trees, or for the general better management of reserved forests.	--Assuming that the forests are owned by the state and not the community in the case of Native Authority Forest Reserves and Communal Forests. Make consistent with Policy Sec. 6.0	Amend	A Forest Officer may fell, cut, damage, tap, or destroy trees within Forest Reserves and National Parks on Government Land, and make clearing or remove timber therefrom for the purpose of planting trees, improving the growth of trees, or for the general better management of Forest Reserves and National Parks on Government Land.
16 (Forest Product	In all negotiations concerning the awarding of a Forest	--No mention of the owner of the land,	Amend	

Act Creating FDA				
Section	Current Language	Issue(s)	Action	Proposed Language
Utilization Agreements)	Product Utilization Agreement between the Government of the Republic of Liberia [sic] shall be represented by the Managing Director of the Forestry Development Authority and the Minister of Finance. Upon the successful conclusion of said negotiations, the Minister of Finance and the Managing Director of the Forestry Development Authority shall sign for and on behalf of the Government of Liberia, attested by the Minister of Justice and the prospective forest user by an authorized representative. Notwithstanding the above, the Forest Product Utilization Agreement shall be valid only upon the approval of the President of Liberia and subsequent ratification by the Legislature of the Republic of Liberia.	Private or Customary. Again, assuming that the forests belong to the state and thus can exclude the individual or community owners.		

An Act Adopting the New Petroleum Law				
Section	Current Language	Issue(s)	Action	Proposed Language
2.2.15 (petroleum contract to include requirements of real property)	All Petroleum Contracts, without limiting their contents, shall specifically contain, in addition to other terms and conditions, the following: Obligations relative to a commercial discovery and the development of a commercial field as well as the methods of granting a development permit, the requirement of goods, both real property and real estate, needed for the realization of a petroleum operation	--Clarify what is meant by real property and real estate (where does it fit into our land categories?)	Amend	All Petroleum Contracts, without limiting their contents, shall specifically contain, in addition to other terms and conditions, the following: Obligations relative to a commercial discovery and the development of a commercial field as well as the methods of granting a development permit, the requirement of goods needed for the realization of the petroleum operation, including any Customary Land, Private Land, or Public Land as well as any resources, buildings, or materials on the land.
2.4.3 (no petroleum operations without prior authorization)	No party, including the owner of the surface estate, may carry out petroleum operations without prior authorization according to the provisions of the present law.	--Clarify what is meant by surface estate? Use instead Customary Land or Private Land in accordance with Land Rights Policy/Law	Amend	No party, including the owner of the surface estate, whether Customary Land or Private Land, may carry out petroleum operations without prior authorization according to the

An Act Adopting the New Petroleum Law				
Section	Current Language	Issue(s)	Action	Proposed Language
				provisions of the present law.
3.1 (state's rights in hydrocarbon deposits)	All Hydrocarbon deposits belong to and are the properties of the Republic of Liberia, which are held in trust by NOCAL. Whether such deposits are found on the surface of the ground or in the soil or subsoil, under the surface of rivers, oceans, streams, watercourses, territorial waters and Continental Shelf of Liberia, they remain the property of the State as stated above. Accordingly: i. No person or company including landowners may undertake any petroleum or hydrocarbon operation without receiving prior written authorization from the State through NOCAL. ii. This Law shall govern any agreement pertaining to the exploration, development or extraction and export of all types of hydrocarbons. iii. All holders of hydrocarbon permits or rights, shall acquire ownership of and title only to the hydrocarbons they extract by drilling pursuant to this Law and the relevant Agreement.	--Amend language so it tracks more closely that found in the Constitution on the Republic's ownership of minerals --Clarify what is meant by landowner	Amend	All Hydrocarbons deposits belong to and are the property of the Republic of Liberia, which are held in trust by NOCAL. Whether such deposits are found on or beneath any land, whether Public Land, Government Land, Customary Land, or Private Land, as defined and recognized in the Land Rights Law, under the surface of rivers, oceans, streams, watercourses, territorial waters No person or company including owners of Customary Land or Private Land may undertake any petroleum or hydrocarbon operation without
7.3.2 (permit is not title to the land surface)	The issuance of a development permit does not confer property title to a hydrocarbon field; it creates a right of limited duration which may not be mortgaged, unlike that of the title to the surface, which may be ceded or transmitted according to the conditions provided by the present law.	--Clarify that property title means surface land ownership	Amend	The issuance of a development permit does not confer ownership to a surface land covered by a hydrocarbon field; it creates a commercial use right of limited duration which may not be mortgaged, unlike ownership right to the surface land, which may be ceded or transmitted
7.7 (upon demobilization lands revert to NOCAL) At termination, all installations, fixed assets, material, materiel, lands and other related items, which are necessary for the continuation and pursuit of the development of hydrocarbons, shall escheat and inure at no cost, to the benefit of the National Oil Company of Liberia.	--Clarify that use rights of Public Land revert back to the Government, but those for Customary Land or Private Land go to their owners.	Amend	At termination, all installations, fixed assets, material, materiel, Public Land, and other related items, which are necessary for the continuation and pursuit of the development of hydrocarbons, shall revert at no cost, to the benefit of the National Oil Company of Liberia. At termination, the holder's rights to Customary Land, Private Land, and any installations, fixed assets, material, materiel, and

An Act Adopting the New Petroleum Law				
Section	Current Language	Issue(s)	Action	Proposed Language
				other related items located on the Customary Land or Private Land prior to Petroleum Operations shall revert to their owners and shall not revert to the National Oil Company of Liberia or the State.
8.4.2 (acquisition and occupation of lands subject to Liberian law)	The acquisition and occupation of lands needed for the pipelines and related installations shall be in accordance with the Laws of the Republic of Liberia, the provisions of these laws and related regulations and contracts.	--Specifically mention the land rights law and the recognition of ownership rights to Customary Land and Private Land	Amend	The acquisition and occupation of Public Land, Customary Land, and Private Land shall be in accordance with the Laws of the Republic of Liberia, including but not limited to Customary Land and Private Land ownership rights and the prohibition of concessions on Government Land under the Land Rights Law, and related regulations and contracts.
8.4.3 (pipelines and installations on land owned by others)	The transportation permit also authorizes the holder with the right to construct pipelines and associated installations on parcels of land which may belong to others provided the appropriate legal requirements are adhered to.	--Make it clear that Government Land is excluded from this and owners of Private Land or Customary Land must give their consent to the installation --Mention just compensation	Amend	The transportation permit also authorizes the holder with the right to construct pipelines and associated installations on Public Land, Customary Land, or Private Land provided the Customary Land or Private Land owners grant their prior, free, and informed consent, just compensation is paid, and other appropriate legal requirements are adhered to.
8.4.4 (landowner must refrain from interfering)	The owner of such land, which is encumbered by the pipelines, shall refrain from any act likely to interfere or harm the proper functioning and usage of the pipelines and installations.	--Clarify that must refrain if prior, free, and informed consent is given --Mention just compensation as a requirement	Amend	Upon granting their prior, free, and informed consent and the payment of just compensation, owners of Customary Land or Private Land encroached upon or encumbered by pipelines or installations shall refrain from any act likely to interfere or harm the proper functioning and usage of the pipelines and installations.

An Act Adopting the New Petroleum Law				
Section	Current Language	Issue(s)	Action	Proposed Language
8.4.5 (just compensation to landowner)	Just compensation in keeping with the law shall be paid to private landowners for the parcel of land encroached upon or encumbered by the pipelines.	--NB: This goes a bit beyond the Land Rights Policy/Law as it does not deal with compensation by concessionaires. This is addressed in the Surface Land Rights Policy, however. -- Expand beyond private land owner to include customary land owner	Amend	Just compensation in keeping with the law shall be paid to Customary Land and Private Land owners for the portion of their land encroached upon or encumbered by the pipelines or installations.
8.4.6 (holder must acquire land if interferes with use; government may exercise eminent domain)	When the pipelines or installations interfere with the normal use of the land, such that the owner presents a claim, the holder must proceed to acquire said parcels. In the event the Parties fail to amicably agree on the value or price to be paid, the State through the National Oil Company of Liberia may intervene by way of condemnation or eminent domain and pay the appropriate compensation due in accordance with law.	--Remove the part that puts the burden on the owner to submit a claim; the burden should be on the company to pay before they act --Drop the “normal” modifier, enough that it interferes with the ability to use the land economically, socially, etc. --Expressly require eminent domain in accordance with the Land Rights Policy/Law	Amend	If the pipelines or installations interfere with the use of the Customary Land or Private Land the holder shall purchase the portion interfered with by mutual agreement with the owner. In the event the holder and owner of Customary Land or Private Land fail to reach mutual agreement, the State through the National Oil Company of Liberia may intervene by acquiring the land through eminent domain in accordance with the Land Rights Law.
9.1 (rights to utilize public and private lands)	In keeping with the applicable provisions of the Laws and Regulations of the Republic of Liberia with respect to the utilization of public and private land in each of the areas concerned, the holder of a petroleum contract may:	--Include customary land and connect with Land Rights Policy/Law --Ensure that these activities are expressly tied to the consent of the owner of the Customary or Private Land --Expressly mention just compensation	Amend	In keeping with the applicable provisions of the Laws and Regulations of the Republic of Liberia with respect to the utilization of Public Land, Customary Land, and Private Land in each of the areas concerned and provided prior, free, and informed consent is obtained from the Customary Land or Private Land owners and just compensation paid, the holder of a petroleum contract may:
9.1.1 (holder may occupy land necessary for operations)	Occupy the land necessary for the execution of petroleum operations and related activities, particularly those activities referred to in paragraphs (b) and (c) above, and related to the housing of personnel working in the work yard.	--Specify that land here is Public Land, Customary Land, or Private Land (need to expressly and implicitly indicate that Government Land may not be subject to	Amend	Occupy the Public Land, Customary Land, and Private Land necessary for the execution of petroleum operations and related activities, particularly

An Act Adopting the New Petroleum Law				
Section	Current Language	Issue(s)	Action	Proposed Language
		commercial operations		those activities referred to in paragraph (b and (c) above, and related to the housing of personnel working in the work yard.
9.1.2 (holder may use private or public land)	Carry out or have carried out the infrastructure development necessary for the construction of pipelines, petroleum operations and related activities, including the transportation, storage of materials, equipment and products. It may also utilize public or private land for the establishment of telecommunications and other means of communication, as well as the production of supply of energy necessary for the petroleum operations.	--Expand to include customary land	Amend	Carry out or have carried out the infrastructure development necessary for the construction of pipelines, petroleum operations and related activities, including the transportation, storage of materials, equipment and products. It may also utilize Public Land, Customary Land, or Private Land for the establishment of telecommunications and other means of communication, as well as the production of supply of energy necessary for the petroleum operations.
9.1.3 (holder may carry out drilling operations)	Carry out or have carried out drilling operations and the work required to furnish water for personnel, for operations, and for installations in keeping with the regulations affecting water production.	N/A	No Change	N/A
9.1.4 (holder may use ground materials)	Take and use or cause to be taken and used, the ground materials needed for the activities referred to above, subject to the payment of fair compensation to the owner or the appropriate and corresponding fees for the utilization of ground materials extraction.	--Expressly mention Customary Land or Private Land --Change fair to just compensation --Change “or” to “and” before appropriate fees b/c paying the Government is not the same as paying the owner of the land.	Amend	Take and use or cause to be taken and used, the ground materials needed for the activities referred to above, subject to the payment of just compensation to the Customary Land or Private Land owner and the appropriate and corresponding fees for the utilization of ground materials extraction.
9.2 (restricted use of land)	Except in cases of special authorization, the holder of a petroleum contract may not occupy nor carry on construction or execute any petroleum operations on any of the following parcels of land:	--Clarify what is meant by “special authorization” and distinguish from cases where no petroleum operations may take place period	Amend	
9.2.1 (no petroleum)	Land located less than fifty meters from any building whether religious or not, Government buildings, or those in	--Simplify by using the term Government Land as defined and recognized in the Land	Amend	Public Land, Customary Land, or Private Land located less than fifty

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operations near buildings, residences, etc.)	use by a public entity, walled enclosures, court and gardens, residences and groups of residences, villages settlements, cultural reserves, burial grounds, wells, water sources, reservoirs, roads, paths, railroads, water drains, pipelines, work declared to be of public interest and works of art.	Rights Law and Protected Areas --Expressly connect land to land rights categories		meters from any building whether religious or not; Government Land, including reservoirs, roads, and railroads; walled enclosures; court and gardens; residences and groups of residences; village settlements; burial grounds; wells; water sources; paths; water drains; pipelines; work declared to be of public interest and works of art.
9.2.2 (no petroleum operations near foreign border)	Land located less than one thousand meters from a foreign border or an airport.	--Expressly connect land to land rights categories	Amend	Public Land, Customary Land, or Private Land located less than one thousand meters from a foreign border or an airport.
9.2.3 (no petroleum operation on protected areas)	Land declared by the State as national parks, protected areas, or comparable Reserves.	--Connect with Protected Areas in Land Rights Policy/Law	Amend	Government Protected Areas, including national parks and comparable reserves, Customary Protected Areas, and Private Protected Areas.
9.3 (requirements for the use of land)	The occupation and utilization of land for the exercise of the rights referred to in this law, are subject to mutual agreements between the holder of a petroleum contract and the owners of the land or the beneficiaries. Provided that:	--Clarify that means Private Land and Customary Land	Amend	The occupation and utilization of Customary Land or Private Land for the exercise of the rights referred to in this law, are subject to mutual agreements between the holder of a petroleum contract and the owners of the land or the beneficiaries. Provided that:
9.3.1 (government intervention in furtherance of petroleum operations)	In the absence of an amicable agreement, the National Oil Company of Liberia may intervene so as not to delay the normal course of petroleum operations without prejudice to the rights of the legitimate owners of the land or the beneficiaries. Provided that: i. The mediation of the National Oil Company of Liberia may include the payment or the reasonable and just compensation to the legitimate owners of the land	--Connect with eminent domain procedures in the Land Rights Policy/Law	Amend	In the absence of an amicable agreement, the National Oil Company of Liberia may intervene so as not to delay the normal course of petroleum operations without prejudice to the rights of the Customary Land or Private Land owner(s) or the beneficiaries. Provided that: i. The mediation of the National Oil

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	<p>ii. After successfully mediating between the parties, the National Oil Company of Liberia shall cause to be issued the appropriate permit or clearance for the occupation and use of the land</p> <p>iii. The permit shall indicate the location, the metes and bounds, the duration and the amount of compensation paid or due to be paid. All of the above must be fulfilled prior to the taking of possession by the holder.</p>			<p>Company of Liberia may include just compensation to the Customary Land or Private Land owner(s) in accordance with the Land Rights Law.</p> <p>ii. After successfully mediating between the parties, the National Oil Company of Liberia shall caused to be issued the appropriate permit or clearance for the occupation and use of the Customary Land or Private Land.</p> <p>iii. The permit shall indicate the location, metes and bounds, the duration and the amount of compensation paid or due to be paid in accordance with the Land Rights Law. All of the above must be fulfilled prior to the taking of possession by the holder.</p>
9.3.2 (reasonable annual compensation to private land owner)	The occupation of lands belonging to private persons entitles the latter to the rights of a reasonable annual compensation equal to the value of the land or the equivalent of the income the owner was receiving from the land prior to the occupation by the holder. i. Such payment shall continue for the duration of the occupation.	--Expand to include Customary Land owners --Conform to compensation procedure in eminent domain section of Land Rights Policy (even for private acquisition?)	Amend	The occupation of Customary Land or Private Land entitles the owner to the right to just compensation in accordance with the Land Rights Law.
9.3.3 (conditions for requiring the holder to purchase the land)	When an occupation of private land deprives the owner of the use of his land for a period greater than two years, the owner of the land may require the holder of the petroleum contract to acquire the land. i. The land to be thus acquired shall be purchased at the fair market value. ii. The owner or any of the parties shall have the right to refer any differences, which cannot be resolved among them, to a court of competent jurisdiction within the Republic of Liberia. iii. Compensation other than to the State, for the occupation or possession of any land shall be made only where the claimant can present a bonafide and convincing	--Same as above	Amend	When an occupation of Customary Land or Private Land results in an uneconomic portion remaining for use by the owner(s), the holder of the petroleum contract shall acquire the land in accordance with the Land Rights Law. The owner or any of the parties shall have the right to refer any differences, which cannot be resolved among them, to a court of competent jurisdiction or an alternative dispute

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	title to the property.			resolution body within the Republic of Liberia.
9.4 (eminent domain/public purpose)	In order to facilitate the realization of petroleum operations, installations and related activities, the State may expropriate private land and declare same for public [sic], upon the request of the National Oil Company of Liberia, for the purposes of public interest, convenience and necessity. The holder of a petroleum contract may request, through the National Oil Company of Liberia, that the State by way of appropriate legal action, facilitate the availability of the needed land in keeping with the following:	--Same as above (NB: If we allow the State to expropriate to facilitate petroleum operations then the eminent domain part of the Land Rights Policy must be changed, which currently allows eminent domain only when no private actor is willing to expend their resources	Amend	The State may expropriate Customary Land or Private land in accordance with the eminent domain procedures and protections in the Land Rights Law, upon the request of the National Oil Company of Liberia. In addition to the eminent domain procedures and protections in the Land Rights Law, all expropriations under this Law shall comply with the following requirements:
9.4.1 (holder responsible for expenses when exercising eminent domain)	When circumstances so require, an expropriation for reasons of public interest of all lands and goods according to the current regulations and legislation shall take place; the holder of the petroleum contract shall be responsible for any expenses, compensations and charges resulting from the procedures of expropriation.	--Same as above	Amend	A holder of a petroleum contract that will benefit from any expropriation under this section shall be responsible for of any expenses and charges incurred by the State as a result of the expropriation, other than the just compensation paid for the Customary Land or Private Land.
9.4.2 (compensation equal to have value paid)	The compensation for the cost of expropriation shall be equal to half the value paid to the owner of the expropriated land, where said value is determined by the use of the land prior to the expropriation or, as the case may be, prior to the occupation.	--Same as above	Amend	A holder of a petroleum contract that will benefit from any expropriation under this section shall pay fifty (50) percent of the value of the just compensation paid for the Customary Land or Private Land. Just compensation shall be determined in accordance with the Land Rights Law.
9.4.3 (disputes regarding compensation)	Any disputes related to said compensation shall be submitted to the civil courts for resolution. The transfer of property shall be effectively declared following the expropriation procedure.	--Clarify what is meant by land --Allow for alternative dispute resolution	Amend	Any disputes between a holder of a petroleum contract and the State related to the just compensation, charges, or other expenses incurred under this section shall be submitted to the civil courts or an alternative dispute resolution body for resolution.

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9.6 (indemnity & remedy)	All expenses, indemnities and charges caused by the occupation of land necessary to petroleum operations shall be for the account of and borne by the holder of a petroleum contract.	--Clarify what is meant by land	Amend	All expenses, indemnities and charges caused by the occupation of Customary Land or Private Land necessary to petroleum operations shall be for the account of and borne by the holder of a petroleum contract.
10.13 (accountability of contract holder)	A holder of a petroleum contract is accountable under common law provisions for rights of registration, or authorization or land advertisement and the tax on motor vehicles, with the exception of rights or registration relative to loans, or contracts, which are directly related to petroleum operations.	--Same as above	Amend	A holder of a petroleum contract is accountable under common law provisions for rights of registration, or authorization or land advertisement, whether Public Land, Customary Land or Private Land, and the tax on motor vehicles, with the exception of rights or registration relative to loans, or contracts, which are directly related to petroleum operations.
12.3.10 (construction requires consent of Government)	The reclaiming of land, the creation of islands, and the construction of any railway lines, ports, telephone, telegraph and radio services, power and aviation facilities shall require the prior consent of the Government which shall not be unreasonably withheld or delayed.	--Clarify what is meant by land --Require consent of the owner of the land on which the construction takes place	Amend	The reclaiming of land, whether Public Land, Customary Land, or Private Land, the creation of islands, and the construction of any railway lines, ports, telephone, telegraph and radio services, power and aviation facilities shall require the prior consent of the Government which shall not be unreasonably withheld or delayed.
12.3.11 (NOCAL to determine if petroleum operations barred in area)	The NOCAL shall determine the areas in which petroleum operations shall not be allowed for reasons of environmental, and national interest and security, such as, but not limited to cities, cemeteries, aqueducts and other public facilities.	--Include Protected Areas and Government Land	Amend	The NOCAL shall determine the areas in which petroleum operations shall not be allowed for reasons of environmental, national interest, or security, including, but not limited to, Government Land, including Government Protected Areas, Customary Protected Areas, Private Protected Areas, cities, cemeteries, aqueducts and other public facilities.

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2.1 (public authorities to establish publication scheme)	Every public authority or body shall establish, maintain, and regularly update a widely accessible and user-friendly publication scheme whereby the public authority or public body automatically provides detailed information regarding its core functions, nature of its activities and operations, and the information it possesses.	--Possible cross reference in Land Rights Law provisions on making public transfer documents relating to Government and Public Lands	No Change	N/A
2.6 (classes of documents to be automatically published)	The classes of documents to be automatically published by every public authority shall include: (1) the enabling legislation of the agency or authority; (2) its existing policies, procedures and rules; (3) its budgets; (4) the financial accounts of the agency/authority; (5) Material contracts; (6) Organizational chart, including lines of reporting; (7) Procedures for appealing decisions of the authority or its officers; and (8) such other information that would enable the public to deal with the authority and or monitors its performance.	--Same as above, specifically reference subpart (8)	No Change	N/A
2.7 (exempt documents and exceptions)	A document or record is exempted from disclosure or public access if its disclosure under this Act would reveal trade secrets belonging to a public authority or a private entity, or destroy the commercial value or affect the competitiveness of a public authority or private entity in relation to the business or work of the authority or entity; provided that this provisions shall not be construed to apply to: (a) Information on the general business or professional affairs of the authority or private entity; or (b) Information on the business, commercial or financial affairs of an undertaking of which that person, or a person on whose behalf that person made the request, is a proprietor.	--Same as above but specifically mention that transfer documents relating to transfer of Public and Government Lands shall be considered to fall under Subpart (b) and thus cannot be exempt from public disclosure	No Change	N/A

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2.12(2) (actions barred against adverse possessors)	An action to recover real property or its possession shall be barred if the defendant or his privy has held the property adversely for a period of not less than twenty years.	--Revise in accordance with policy on adverse possession and add exception if due to genuine fear of loss of life or severe bodily harm. Policy Sec. 7.10	Amend & Add	<p>An action to recover Private Land or its possession shall be barred if the defendant or his/her privy has been openly in possession of the Private Land for at least twenty years without any competing claim of ownership and without acknowledging ownership of another individual or private entity, provided the failure of such individual or private entity to assert ownership or possession was not due to an armed conflict or genuine fear of severe injury or loss of life.</p> <p>Add the following: If an individual or his/her privy has been openly in possession of Private Land for at least twenty years without any competing claim of ownership and without acknowledging ownership of another individual or private entity, such individual or his/her privy may obtain a judicial declaration that he/she is the owner of the Private Land. An individual or private entity may intervene in such an action pursuant to Section 5.61(a) of this Law if they claim failure to assert ownership or possession of the Private Land due to an armed conflict or genuine fear of severe injury or loss of life.</p>
2.12(3) (actions to redeem real property from a mortgage)	An action to redeem real property from a mortgage with or without an account of rents and profits may be commenced by the mortgagor or his successors in interest against the mortgagee in possession or against the purchaser of the	--Same as above --Check against UCC provisions on mortgage	Amend & Add	An action to foreclose a mortgage on Private Land pursuant to Section 6.20 of the UCC may be commenced by the mortgagor or his successor in

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	mortgaged premises at a foreclosure sale or a successor in interest, unless the mortgagee, purchaser, or successor was continuously possessed of the premises for more than twenty years after the breach or nonfulfillment of a condition or covenant of the mortgage, or the date of recording of the deed of the premises to the purchaser.			<p>interest against the mortgagee in possession or against the purchaser of the mortgaged Private Land or a successor in interest, unless the mortgagee, purchaser, or successor was openly in possession of the Private Land for at least twenty years without a competing claim by the mortgagor and without acknowledging ownership of the mortgagor after default pursuant to Subchapter 6 of the UCC or the date of recording of the deed for the mortgaged Private Land by the purchaser.</p> <p>The defense of adverse possession in a foreclosure action shall be barred if the mortgagor or his/her successor in interest failed to assert ownership or possession due to an armed conflict or genuine fear of severe injury or loss of life.</p>
2.12(4) (action for damages to real property)	An action for damages for injuries to real property shall be commenced within three years of the time the right to relief accrued.	--Clarify meaning of "real property". Does it mean all land rights categories or just Private Land?	Amend	An action for damages for injuries to real property, whether Public Land, Government Land, Customary Land, or Private Land, shall be commenced within three years of the time the right to relief accrued.
4.2 (real property actions)	Every action to recover or to procure a judgment establishing, determining, defining, forfeiting, annulling, or otherwise affecting an estate, right, title, lien, or other interest in real property shall be tried in the county in which all or part of the subject of the action is situated. If such an action is before the court of a stipendiary magistrate or justice of the peace, the action shall be brought before the magistrate or justice of the magisterial area, town, or city in	--Clarify meaning of real property so tied to land rights categories	Amend	Every action to recover or to procure a judgment establishing, determining, defining, forfeiting, annulling, or otherwise affecting an estate, right, title, lien, or other interest in real property, whether Public Land, Government Land, Customary Land, or Private Land, shall be tried in the

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	which all or part of the subject of the action is situated.			county in which all or part of the subject of the action is situated. If such an action is before the court of a stipendiary magistrate or justice of the peace, the action shall be brought before the magistrate or justice of the magisterial area, town, or city in which all or part of the subject of the action is situated.
7.18 (levy on real property by order of attachment)	The sheriff shall levy on real property under an order of attachment by posting notice of the attachment in a prominent place of the property and also on the door of the courthouse of the circuit where the property is located and in two other prominent public places in the circuit. The sheriff shall also file a notice of the attachment with reference to such real property in the office of the clerk of the probate court of the county where the property is located. The filing of such a notice shall have the same effect as the filing of a notice of pendency.	--Clarify what is meant by real property. Customary Land should perhaps be excluded from these kinds of levies b/c as currently written the Policy prevents mortgages from being made on Customary Land, and, unlike Private Land, Customary Land is really owned by the community as a whole, with members owning land within the larger community structure	Amend	The sheriff shall levy on Private Land, including any appurtenances on the land, under an order of attachment by posting notice of the attachment in a prominent place on the land and also on the door of the courthouse of the circuit where the land is located and in two other prominent public places in the circuit. The sheriff shall also file a notice of the attachment with reference to such Private Land in the office of the clerk of the probate court of the county where the property is located. The filing of such a notice shall have the same effect as the filing of a notice of pendency.
25.3(3) (presumption of marriage)	Persons who live together as husband and wife and hold themselves out as such are presumed to be married.	N/A (perhaps reference in the Land Rights Law provisions on marriage by presumption)	No Change	N/A
25.3(5) (presumption of ownership)	The possession of property raises a presumption of ownership thereof.	--Clarify that this means personal property only because otherwise would conflict with policy on adverse possession	Amend	The possession of personal property raises a presumption of ownership thereof.
44.23(1) (enforcement of judgment against property)	A judgment or order to which this subchapter is applicable may be enforced against any property which could be assigned or transferred, whether it consists of a present or future right or interest and whether or not it is vested, unless it is exempt from application to the satisfaction of the	--Need to decide whether want to make Customary Land exempt from judgments for money owed. Certainly seems that it should, as discussed above.	Amend/Add	A judgment or order to which this subchapter is applicable may be enforced against any Private Land which could be assigned or transferred, whether it consists of a

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	judgment. A money judgment entered upon a joint liability of two or more persons may be enforced against individual property of those persons summoned and joint property of such persons with any other persons against whom the judgment is entered.			present or future right or interest and whether or not it is vested, unless it is exempt from application to the satisfaction of the judgment. A money judgment entered upon a joint liability of two or more persons may be enforced against movable property and Private Land, including any appurtenances on the land, of those persons summoned and joint property of such persons with any other persons against whom the judgment is entered.
44.24 (transfer of property by judgment debtor generally ineffective)	No transfer of an interest of the judgment debtor in real property against which property a judgment or order may be enforced under this subchapter is effective against the judgment creditor for ten years from the time of the entry of the judgment except (a) A transfer in satisfaction of a mortgage given to secure the payment of a purchase price of the judgment debtor's interest in the property; or (b) A transfer to a purchaser for value at a judicial sale; or (c) When the judgment was entered against a party after his death, or (d) When the judgment debtor is the Republic of Liberia, or an officer or agency thereof, or a municipal corporation.	--Clarify that mean Private Land and not Customary Land	Amend	No transfer of an interest of the judgment debtor in Private Land, including any appurtenances on the land, against which land a judgment or order may be enforced under this subchapter is effective against the judgment creditor for ten years from the time of the entry of the judgment except (a) A transfer in satisfaction of a mortgage given to secure the payment of a purchase price of the judgment debtor's interest in the Private Land, including any appurtenances on the land; or (b) A transfer to a purchaser for value at a judicial sale; or (c) When the judgment was entered against a party after his death, or (d) When the judgment debtor is the Republic of Liberia, or an officer or agency thereof, or a municipal corporation.
44.28(1) (homestead exemption)	The homestead of any family, comprising one town lot or one acre of farmland upon which the house is located, together with all appurtenances and out dwellings of the	--Seems inconsistent with mortgages under UCC not to mention it raises serious rule of law questions since some well-connected	Repeal	N/A

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established)	same, shall be exempt from application to the satisfaction of a money judgment unless the judgment was recovered wholly for a debt contracted before the designation of the property as required by paragraph 2 hereof or wholly for the purchase money thereof. But no property designated as an exempt homestead shall be exempt from sale for nonpayment of taxes or assessments	individuals can acquire homestead status while the vast majority of Liberians cannot. What is the policy rationale for such a provision?		
44.28(2) (homestead exemption only if notice probated)	In order for the exemption provided by paragraph 1 of this section to apply, the householder shall have probated a notice, formally executed and acknowledged, designating as a homestead the property to be exempt from application to the satisfaction of a money judgment. Such notice shall be probated in the office of the Probate Clerk of the county where the property is located. After probate, the notice shall be registered in the office of the Registrar of Deeds.	--Same as above	Repeal	N/A
44.28(3) (homestead exemption after death)	The homestead exemption continues after the death of the person in whose favor the property was exempted for the benefit of the surviving spouse and surviving children named by him in the exemption until the death of the last remaining child so named.	--Same as above	Repeal	N/A
44.28(4) (end of homestead exemption if beneficiary ceases occupation)	The homestead exemption ceases if the property ceased to be occupied as a residence by a person for whose benefit it may so continue, except where the suspension of occupation is for a period not exceeding one year, and occurs in consequence of injury to, or destruction of, the dwelling house upon the premises.	--Same as above	Repeal	N/A
44.28(5) (cemeteries exempt from satisfaction of money judgment)	Land, set apart as a family or private burying ground and designated as herein prescribed, is exempt from application to the satisfaction of a money judgment, upon the following conditions: (a) a portion of it must be used as a burying ground; (b) It must not exceed one-fourth of an acre; (c) It must not contain at the time of its designation or at any time thereafter any building or structure except one or more vaults or other places of deposit for the dead or mortuary monuments. In order for the exemption provided by this paragraph to apply, the owner shall have probated a notice,	--No change due to the Land Rights Law but the role of the probate court may have to be amended depending on the Land Administration Policy	No Change	N/A

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	formally executed and acknowledged, stating that the property designated has been set apart as a burying ground. Such notice shall be probated in the office of the probate clerk of the county where the property is located. After probate, the notice shall be registered in the office of the Registrar of Deeds.			
44.28(6) (cancellation of homestead exemption)	The owner of real property exempted as provided in this section may subscribe a notice at any time and personally acknowledge the execution thereof, to the effect that he cancels all exemptions from application of the property, or a particular part thereof, fully described, to the satisfaction of a money judgment. The cancellation takes effect when such a notice is recorded as prescribed in this section for recording a notice to effect the exemption so cancelled.	--Same as with other homestead provisions	Repeal	N/A
44.28(7) (homestead exemptions prior to enactment of law not affected)	Any rights or estates in a property designated as a homestead under this section which were created or accrued on the death of the owner before the effective date of this section shall in no way be altered or affected by this enactment.	--Same as above	Repeal	N/A
44.42 (levy upon real property in execution of judgment)	The sheriff shall levy on real property, pursuant to an execution other than one issued upon a judgment for any part of a mortgage debt upon the property, by posting notice of the execution in a prominent place on the property and also on the door of the courthouse of the circuit where the property is located and in two other prominent public places in the circuit. The sheriff shall also file a notice of the execution with reference to such real property in the office of the clerk of the probate court of the county where the property is located. The filing of such a notice shall have the same effect as the filing of a notice of pendency.	--Clarify what is meant by real property	Amend	The sheriff shall levy on Private Land, including any appurtenances to the land, pursuant to an execution other than one issued upon a judgment for any part of a mortgage debt upon the land, by posting notice of the execution in a prominent place on the Private Land and also on the door of the courthouse of the circuit where the land is located and in two other prominent public places in the circuit. The sheriff shall also file a notice of the execution with reference to such Private Land in the office of the clerk of the probate court of the county where the land is located. The filing of

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				such a notice shall have the same effect as the filing of a notice of pendency.
44.43 (sale of real property)	Sale of real property 1. Time and manner of sale 2. Sale of mortgaged property 3. Notice of sale 4. Conveyance, proof of notice	--Clarify what is meant by real property	Amend	Sale of Private Land, including any appurtenances on the land 1. Time and manner of sale 2. Sale of mortgaged Private Land 3. Notice of sale Conveyance, proof of notice
44.71(1) (judgments awarding possession of real or personal property)	Judgments awarding possession of real or personal property	--Clarify what is meant by real property	Amend	Judgments awarding possession of Private Land, including any appurtenances on the land, or personal property
62.1 (right to maintain summary proceeding to recover real property)	Where title is not in issue, a special proceeding to recover possession of real property may be maintained in a Circuit Court or a court of justice of the peace or a magistrate. The court of a justice of the peace or magistrate shall have jurisdiction only of cases in which the amount of the judgment demanded does not exceed three hundred dollars.	--Same as above	Amend	Where ownership is not in issue, a special proceeding to recover possession of Private Land may be maintained in a Circuit Court or a court of justice of the peace or a magistrate. The court of a justice of the peace or magistrate shall have jurisdiction only of cases in which the amount of the judgment demanded does not exceed three hundred dollars.
62.22 (rent due and damages)	The relief granted by the court may include a judgment for rent due and for damages for wrongful entry on or withholding of the property which is the subject of the action if the citation contains a notice that a demand for such a judgment has been made.	--Clarify what is meant by property	Amend	The relief granted by the court may include a judgment for rent due and for damages for wrongful entry on or withholding of Private Land, including any appurtenances on the land, and personal property which is the subject of the action if the citation contains a notice that a demand for such a judgment has been made.
62.23 (writ of	Upon rendering a final judgment for petitioner, the court	--Clarify what is meant by property	Amend	Upon rendering a final judgment for

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possession)	shall issue a writ of possession directed to the sheriff of the county in which property is situated, describing the property and commanding the officer to remove all persons and to put the petitioner into full possession. The officer to whom the writ is directed and delivered shall execute it between the hours of sunrise and sunset.			petitioner, the court shall issue a writ of possession directed to the sheriff of the county in which Private Land, including any appurtenances on the land, is situated, describing the land and commanding the officer to remove all persons and to put the petitioner into full possession. The officer to whom the writ is directed and delivered shall execute it between the hours of sunrise and sunset.
63.1(b) (security for bond on unencumbered real property)	Except as otherwise provided by statute, any bond given under this title shall be secured by one or more of the following: unencumbered real property on which taxes have been paid and which is held in fee by the person furnishing the bond	--Clarify what is meant by real property (i.e. Private Land)	Amend	Except as otherwise provided by statute, any bond given under this title shall be secured by one or more of the following: unencumbered Private Land on which taxes have been paid and which is owned by the person furnishing the bond
63.2(2) (lien on real property as security)	A bond upon which natural persons are sureties shall be secured by one or more pieces of real property located in the Republic, which shall have an assessed value equal to the total amount specified in the bond, exclusive of all encumbrances. Such a bond shall create a lien on the real property when the party in whose favor the bond is given has it recorded in the docket for surety bond liens in the office of the clerk of the Circuit Court in the county where the property is located. Each bond shall be recorded therein by an entry showing the following: (c) A description of the real property offered as security thereunder, sufficiently identified to clearly establish the lien of the bond	--Same as above	Amend	A bond upon which natural persons are sureties shall be secured by one or more pieces of Private Land located in the Republic, which shall have an assessed value equal to the total amount specified in the bond, exclusive of all encumbrances. Such a bond shall create a lien on the Private Land when the party in whose favor the bond is given has it recorded in the docket for surety bond liens in the office of the clerk of the Circuit Court in the county where the land is located. Each bond shall be recorded therein by an entry showing the following: (c) A description of the Private Land offered as security thereunder, sufficiently identified to

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Section	Current Language	Issue(s)	Action	Proposed Language
				clearly establish the lien of the bond
63.2(3) (affidavit of sureties)	The bond shall be accompanied by an affidavit of the sureties containing the following: (a) A statement that one of them is the owner or that both combined are the owners of the real property offered as security; (b) A description of the property, sufficiently identified to establish the lien of the bond; (c) A statement of the total amount of the liens, unpaid taxes, and other encumbrances against each property offered, and (d) A statement of the assessed value of each property offered.	--Clarify what is meant by real property and property	Amend	The bond shall be accompanied by an affidavit of the sureties containing the following: (a) A statement that one of them is the owner or that both combined are the owners of the Private Land offered as security; (b) A description of the Private Land, sufficiently identified to establish the lien of the bond; (c) A statement of the total amount of the liens, unpaid taxes, and other encumbrances against each parcel of Private Land offered, and (d) A statement of the assessed value of each parcel of Private Land offered.
63.2(4) (certificate of the Ministry of Finance official)	The bond shall also be accompanied by a certificate of a duly authorized official of the Ministry of Finance that the property is owned by the surety or sureties claiming title to it in the affidavit and that it is of the assessed value therein stated, but such a certificate shall not be a prerequisite to approval by the judge.	--Clarify what is meant by property	Amend	The bond shall also be accompanied by a certificate of a duly authorized official of the Ministry of Finance that the Private Land is owned by the surety or sureties claiming title to it in the affidavit and that it is of the assessed value therein stated, but such a certificate shall not be a prerequisite to approval by the judge.
63.2(5) (release of lien)	When the condition of a bond has been fulfilled, a certificate to that effect shall be issued by the clerk of the court where the bond is filed. Such certificate shall be filed in the office of the clerk of the Circuit Court where the lien on the real property has been recorded to show that the lien has been released.	--Clarify what is meant by real property	Amend	When the condition of a bond has been fulfilled, a certificate to that effect shall be issued by the clerk of the court where the bond is filed. Such certificate shall be filed in the office of the clerk of the Circuit Court where the lien on the Private Land has been recorded to show that the lien has been released.

CNDRA Act

Section	Current Language	Issue(s)	Action	Proposed Language
81.10(a) (duty of Deeds Register to record instruments related to land)	A registrar of Deeds shall perform the following duties: (a) Record in the manner prescribed by the Property Law Chattel Mortgages and all instruments, including government grants and patents, relating to the title of real property situated in the county or territory for which he is appointed.	--Connect "real property" to land rights categories (NB: For now retain the chattel mortgages reference to the Property Law but in line with Dr. Bruce's recommendations this law should be replaced in its entirety but the chattel mortgages provisions are beyond the scope of land)	Amend	Record in the manner prescribed by the Property Law Chattel Mortgages and all instruments, including government grants and patents, relating to the ownership of Government Land, Public Land, Customary Land, and Private Land, as established and recognized in the Land Rights Law, situated in the county or territory for which he is appointed.
81.10(c) (duty of Deeds Register to countersign and endorse public lands sale deeds)	A registrar of Deeds shall perform the following duties: (c) Countersign and endorse in accordance with the Public Lands Law deeds for Public Lands in his county or territory which are sold or which are allotted to immigrants	--Delete because no longer necessary given the new public land sale process and subpart a will be amended to expressly mention the recording of legal instruments related to ownership of Public Land	Repeal	N/A
81.10(d) (duty of Deeds Register to receive records from probate and circuit courts)	Receive from the clerks of the Circuit and probate Courts papers of record relating to realty and register and file them in alphabetical order, so that they may at all times be in safe keeping in his office and accessible to persons desiring to examine them;	--Change the term realty to Government Land, Public Land, Customary Land, and Private Land	Amend	Receive from clerks of the Circuit and probate Courts relating to Government Land, Public Land, Customary Land, and Private Land and register and file them . . .
81.10(f) (duty of Deeds Register to furnish quarterly reports)	Furnish the Director General with regular quarterly reports accompanied by charts showing all transfer of title of real estate in the county or territory.	--Clarify what is meant by "real estate"	Amend	Furnish the Director General with regular quarterly reports accompanied by charts showing all transfer of ownership of Government Land, Public Land, Customary Land, and Private Land in the county or territory.

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
1.3 (definitions of: community, community forest land, community forest resources, community land)	Community: A self-identified and publicly or widely-recognized coherent social group or groups, who share common customs and traditions, irrespective of administrative and social sub-divisions, residing in a particular area of land over which members exercise jurisdiction, communally by agreement, custom, or law. A	--Simplify definition by retaining its core but removing unnecessary descriptives/qualifiers. This will bring it more in line with what will be in the Land Rights Law.	Amend	Community: A self-identifying group which owns Customary Land. A community may thus be, but is not limited to, a single village or town, or a group of villages or towns, or chiefdom.

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
area, concession, customary land, forest land, person)	community may thus be a single village or town, or a group of villages or towns, or chiefdom.			
1.3	Community Forest Land: Forested or partially-forested land traditionally owned or used by communities for socio-cultural, economic and developmental purposes. This term is inter-changeable with the term ‘community forest.’	--Strengthen ownership language by removing “traditionally” and “used,” stating emphatically that the land is owned by communities as part of Customary Land as defined and recognized in the Land Rights Law	Amend	Community Forest Land: Forested or partially-forested Customary Land. This term is inter-changeable with the term ‘community forest.’
1.3	Community Forest Resources: Anything practical, commercial, social, religious, recreational, educational, scientific, subsistence, or other potential uses to humans that exists in a community forest, including but not limited to flora, fauna, and micro-organisms.	--Amend part so it reads something like “exists on Customary Land as defined and recognized in the Land Rights Law”	Amend	Community Forest Resources: Anything practical, commercial, social, religious, recreational, educational, scientific, subsistence, or other potential uses to humans that exists on Community Forest Land, including but not limited to flora, fauna, and micro-organisms.
1.3	Community Land Area: An area over which a community traditionally extends its proprietorship and jurisdiction, and is recognized as such by neighboring communities.	--Repeal so it is replaced with Customary Land with the same definition as that given in the Land Rights Law	Repeal	N/A
1.3	Concession: For the purpose of this law, a contractual right granted by the Community and Authority to a private commercial enterprise, whether by negotiation, bidding or other legal means, to harvest and market forest resources for commercial gains. Concessions are ratified by the National Legislature.	--Land Rights Law does not deal with concessions so no change	No Change	N/A
1.3	Customary Land: Land, including forest land, owned by individuals, groups, families, or communities through longstanding rules, recognized by the community. To be recognized as customary land, it is not necessary for the land to have been registered under statutory entitlements.	--See above for regarding replacing Community Land Area with Customary Land	Amend	Customary Land: Deeded or undeeded land, including Community Forest Land, owned by community and its members and used and managed in accordance with customary practices and norms.
1.3.	Forest Land: A tract of land, including its flora and fauna, producing or capable of producing forest resources, or land	--See Bruce Report raising concerns that this provision is overbroad. Not directly	Amend	

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
	set aside for the purpose of forestry, but not including land in permanent settlements and land that has been in long-term use for non-shifting cultivation of crops or raising livestock	implicated by Land Rights Law necessarily		
1.3	Person: Any natural person, private entity, non-governmental organization, civil society organization, agency of the Government of Liberia, or any public body, including a community forest management body.	--Include community legal entity under the Land Rights Law	Amend	Person: Any natural person, private entity, including community legal entity as defined and recognized in the Land Rights Law, non-governmental organization, civil society organization, agency of the Government of Liberia, or any public body, including a community forest management body.
2.2(b) (all forest resources to be regulated by FDA)	All forest resources in Liberia, regardless of land proprietorship, shall be regulated by the Authority for the benefit of the people, except forest resources located in community forests and forest resources that have been developed on private or deeded land through artificial regeneration	--Strengthen exemption from FDA authority with express mention of Customary Land and Private Land under the Land Rights Law; However, this provision is troubling because the FDA should, to an extent, regulate community forest land—for example, if the community wants to grant commercial use rights the FDA still needs to be empowered to issue permits, which is a form of regulation.	Amend	
2.2(c) (prior, free, and informed consent required)	Any decision, agreement, or activity affecting the status or use of community forest resources shall not proceed without the prior, free, and informed consent of the said community.	--see above regarding definition of Community Forest Resources	Amend	Any decision, agreement, or activity affecting the status or use of Customary Land, including Community Forest Land and Community Forest Resources, shall not proceed without the prior, free, and informed consent of the said community.
2.2(d) (community land tenure rights based on constitution and	Recognition of community land tenure rights shall apply to tenure systems recognized by the Constitution and the laws of the [sic] Liberia.	--Amend significantly so the recognition of customary land tenure is tied to the Land Rights Law and the constitutional provision on collective ownership of land as stated in Policy Sec. 2.4.	Amend	Communities and their members own Customary Land, including Community Forest Land and Community Forest Resources, pursuant to the Land Rights Law and

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
laws of Liberia)				Article 22(a) of the Liberian Constitution, which protects the right of all Liberians “to own property alone as well as in association with others.”
2.2(e) (land tenure and ownership issues to be dealt with by Land Commission)	All matters related to land tenure and proprietorship shall be dealt with by the Land Commission in accordance with national land policies issued and legislations enacted.	N/A	No Change	N/A
2.2(g) (promote community-based forest management, encourage active participation of all members of society)	Promote community-based forest management with the vision of granting communities the right to manage forest resources.	--Strengthen connection with management of forest resources and ownership of those resources and the land on which they are located so it does not read as if the communities right to manage their own forest is by the good graces of the FDA --Include the requirement that community management must be transparent, inclusive, and accountable per Policy Secs. 6.1.5 and 6.4.1	Amend	Promote community-based forest management with the vision of assisting communities with the management of their Community Forest Resources through transparent processes accountable to the community as a whole.
2.2(g)	Encourage the active participation of all members of the society	--Include requirement that community management must be transparent, inclusive, and accountable per Policy Sec. 6.1.5 and 6.4.1	Amend	Encourage the active participation of all members of the community through transparent, accountable, and inclusive processes and institutions.
2.3(b) (all types of deeds to be classified as Community Forest Land)	Forest land holders with Aborigines Grant Deeds, Public Land Deeds, Public Land Sale Deeds, Tribal Land Deed Certificate and Warranty Deeds shall be classified as Community Forest Land.	--Revise significantly so Community Forest Land is tied to Customary Land as defined in the Land Rights Policy (i.e. whether deeded or not) which makes it consistent with the above on Community Forest Land --Also, important to note that while all Community Forest Land is Customary Land, not all Customary Land may be Community Forest Land because it depends on the land cover.	Amend	Customary Land as defined and recognized in the Land Rights Law shall be classified as Community Forest Land, if the land meets the definition of Community Forest Land in Section 1.3. The existence of a deed or the type of deed covering the Customary Land shall not affect its classification as Community Forest Land.

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
2.3(c) (deeds authenticated by Ministry of Lands, Mines and Energy or Land Commission classified as Community Forest Land)	All deeds mentioned in section 2.3(b) that have already been authenticated and certificated by the Ministry of Lands, Mines and Energy or the Land Commission shall be classified as Community Forest Land	--Given the change above, which is broad enough, this is not necessary, because now it does not matter whether it has a deed. That is, even if the deed was fraudulently obtained 50 years ago the land is still Customary Land under the Land Rights Policy.	Repeal	N/A
2.3(d) (forest land and customary land under this law to be Community Forest Land)	Forest land and customary land as are recognized under this law.	--Same as above	Repeal	N/A
2.4 (community forest land to be created by FDA and approved by Community Forest Management Body)	The community forest land shall be identified, validated and recommended by the Forestry Development Authority for approval by the Community Forest Management body	--Very statist and need to link the management bodies with the broader land management institutions envisioned under the Land Rights Policy---need to decentralize and de-standardize this.	Amend	
3.1(a) (community right to control use, protection, and management of community forest resources)	Communities have the right to control the use, protection, management, and development of community forest resources under regulations developed by the Authority in consultations with the connected Community Assembly.	--Strengthen so it is clear that the communities own their community forest resources --Also link with community legal entities	Amend	Communities and their members own Community Forest Resources. Communities and their members shall have the right to control the use, protection, management, allocation, and transfer of their Community Forest Resources under regulations developed by the Authority in consultation with the relevant Community Assembly and community

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
				legal entity as defined and recognized in the Land Rights Law.
3.1(b) (community right to enter into Small-Scale Commercial contracts)	Communities have the right to enter into Small-Scale Commercial contracts with respect to the harvesting of timbers and non-timber forest products on community forest lands under regulations issued by the Authority.	N/A	No Change	N/A
3.1(c) (community right to enter into social contracts with concessionaires)	Communities have the right to negotiate and enter into social contracts with concessionaires licensed by the Authority to engage in forestry activities on community forest lands.	N/A	No Change	N/A
3.1(e) (community right to full management of forest resources)	Communities have the right to full management of forest resources having met management and technical specifications based on regulations and guidelines issued by the Authority	--Strengthen with direct link to community ownership of their Customary Land and community forest resources	Amend	As owners of their Community Forest Land, communities and their members have the right to full management of forest resources having met management and technical specifications based on regulations and guidelines issued by the Authority
3.2(a) (community responsibility for management of forest resources)	Communities have the responsibility for managing community forest resources in an environmentally sustainable manner under regulations and guidelines issued by the Authority.	N/A	No Change	N/A
3.2(c) (community responsibility to ensure full participation)	Communities have the responsibility of ensuring full (individual, segmental, collective) membership participation in the management of community forest resources.	--Amend so includes transparent, inclusive, and accountable processes in line with the Policy.	Amend	Communities have the responsibility of ensuring accountable, transparent, and inclusive management of Community Forest Resources.
3.2(d) (community	Communities have the responsibility of ensuring transparency and accountability in community forest	--Same as above	Amend	Communities have the responsibility of ensuring transparency,

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
responsibility to ensure transparency and accountability)	resources management.			inclusiveness, and accountability in community forest resources management.
3.2(f) (community responsibility to ensure benefits go to members)	Communities have the responsibility of ensuring that incomes and other benefits derived from the management of community forest resources contribute to the development of the communities as directed by their community Assemblies [sic] and the Executive Committee of the Assembly.	--Link with community legal entities created under the Land Rights Policy and Law	Amend	
4.1(a) (Community Assembly highest decision-making authority on community forestry)	The Community Assembly shall be the highest decision-making body of the Community with respect o [sic] community forestry matters.	--Do we want to continue this? It creates possible bifurcation—CA for forestry and another institution/process for other management/use decisions. Expand authority of CAs where they exist (USAID project in Sinoe) and where they don't let the community form a legal entity as they wish? Also, CAs do not seem on their face to be very inclusive which contravenes the Land Rights Policy.	Amend	
4.1(j) (CA to adopt management vision, constitution, and by-laws)	The Community Assembly shall adopt a vision of community forest management and approve a set of Constitutions and By-laws to govern community forestry operations.	--Where are the community members in this process? The Land Rights Policy adopts a tenure shell/institutional and community titling approach. Need to make consistent.	Amend	
4.2(c) (functions, responsibilities, and powers of CFMB)	The functions, responsibilities and powers of the CFMB are as follows: Make decisions related to community forest resources on behalf of the community, Represent the community in all matters related to community forest resources; Consider and render decisions on, and negotiate terms for, requests for non-commercial and commercial forest resources use, access, management or other actions related to community forest resources, as guided by this law	--Same as above	Amend	

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
	and regulations issued by the Authority; Ensure that community forest resources are managed in an environmentally sustainable manner; Ensure good governance and accountability in community forest management.			
4.2(d) (CFMB to adopt by-laws)	The CFMB shall adopt by-laws, subject to approval of the Executive Committee of the Assembly, to govern its activities. These by-laws shall be consistent with the Constitution and laws of Liberia and regulations of the Authority, as well as local and international best practices in community forest management.	--Same as above	Amend	
4.2(e) (CFMB to ensure financial management of community forest resources)	The CFMB shall ensure, under regulations and guidelines issued by the Authority, that financial management of community forestry resources are transparent and accountable, including clear provisions for budgeting, expenditure approvals, and periodic external audits, in keeping with international best practices with respect to community forestry.	--Same as above --Add in addition to transparent and accountable, the requirement of inclusive	Amend	
5 (FDA to provide guidance on forest land zoning and uses)	Provide guidance on community forest land zoning and appropriate forest resources uses within zones	--Same as above (how does this connect with the community legal entities under the Land Rights Policy and Law?)	Amend	
6.4 (conditions for commercial activity on community forest land)	No commercial activities shall occur on community forest lands until: (a) The community has organized its Community Assembly, (b) The Community Assembly has appointed the Community Forest Management Body, (c) The Community Forest Management Body has developed a Community Forest Management Plan that includes the envisage commercial activities, (d) A Community Forest Management Plan has been approved by the Executive Committee, the Community Assembly and the Authority, (e) The Community Forest Management Plan is being implemented	--Same as above --Need to also add requirement that the boundaries of the community's Customary Land have been demarcated and recorded --Community legal entity established, separate from the CA and the CFMB? --Deed issued?	Amend	
6.6 (non-timber forest products to	Commercial contracts shall contain provisions that protect non-timber forest products, water collection points and	--Link these types of sites with Customary Protected Areas in the Land Rights Policy	Amend	Commercial contracts shall contain provisions that protect non-timber

Community Rights Law of 2009				
Section	Current Language	Issue(s)	Action	Proposed Language
be protected in commercial contracts)	cultural norms and practices such as sacred sites, medicinal plants sites, and animal sanctuaries identified in the community forest management plan consistent with Chapter 8 of the National Forestry Reform Law of 2006 on environmental requirements.	and Law		forest products, water collection points and customary norms and practices such as Customary Protected Areas under the Land Rights Law, including sacred sites, medicinal plants sites, and animal sanctuaries identified in.....
7.5 (person harmed by violation may bring action)	Any person harmed by a violation of any provision of this law, may bring an action against any responsible Person in court of competent jurisdiction	--Include provision for alternative dispute resolution body consistent with the Policy	Amend	Any person harmed by a violation of this law, may bring an action against any responsible Person in a court of competent jurisdiction or alternative dispute resolution body.
8 (disputes may be resolved by customary dispute resolution mechanisms or arbitration law)	Any dispute arising between two or more communities and Authority, communities and third parties, about the access to or management of community forest resources may be resolved through customary dispute resolution mechanisms or by the application of The Arbitration Laws of Liberia as found in Chapter 64 of the Civil Procedure Law.	--Same as above	Amendcustomary or alternative dispute resolution mechanisms

Decedents Estates Law				
Section	Current Language	Issue(s)	Action	Proposed Language
1.4(3) (surviving spouses to take equal shares)	Where in this part a beneficial interest is allocated to a widow designated as such or as a surviving spouse, if a legally recognized plural marriage is involved other than a marriage under tribal customary law, the surviving widows of such plural marriage, when there is more than one, shall take equal shares of any such beneficial interest.	--In Policy it is not about the type of marriage, but the type of land that is at issue.	Amend	
2.3(2) (willed property to unincorporated association)	When a will disposes of property to an association which lacks capacity to receive such property by will because it is unincorporated and the association may become incorporated under the laws of this Republic, such disposition is valid despite the lack of capacity of the beneficiary if within three years after probate of the will such beneficiary becomes incorporated with capacity to	--At least with regards to land, this is too restrictive. There are many types of private entities, corporations are only one type, and no good reason why these other types—partnerships, charitable and religious organizations—should not be able to inherit without this complex and frankly unworkable	Amend	

Decedents Estates Law				
Section	Current Language	Issue(s)	Action	Proposed Language
	take such disposition. In such cases such property shall be treated as a trust for the period pending incorporation subject to the direction and control of the probate court as if it had been created by express provision in the will. If the association is incorporated and empowered to receive, the disposition, the trustee appointed by the court shall transfer the property to the corporation so formed, but if the association is not incorporated within the time limited herein or if it waives or renounces such disposition in the manner permitted by law, the trust provided for herein shall terminate and the property including accumulations shall vest in the persons otherwise entitled thereto as if no such disposition had been made. This section does not limit the power of the court to give effect to the intention of the testator through the use of cv pres and other equity doctrines to preserve a disposition for the use and benefit of unincorporated associations.	trust mechanism.		
2.28 (title of good faith purchaser of real property unaffected unless within 2 years of purchase will is probated)	The title of a purchaser of real property, in good faith and for valuable consideration, from a distribute of a person who died owning such property shall not be affected by a testamentary disposition of such property by such decedent, unless within two years after the testator's death the will disposing of the property is admitted to probate. If, however, at the time of the testator's death, the devisee of such property is either an infant, incompetent, imprisoned for a term less than life, or without this Republic, or if the will was concealed by one or more of the distributes of the decedent, the two year period prescribed herein does not commence until the expiration of one year from time of the removal of such disability or the delivery of the will to the devisee or to the probate court having jurisdiction to admit the will to probate.	--Ok except add something like "without this Republic not due to a genuine fear of severe injury or loss of life," which is consistent with the Policy. --Clarify what is meant by "real property"	Amend	The title of a purchaser of Private Land, including any appurtenances to the land, in good faith and for valuable consideration, from a distribute of a person who died owning such land shall not be affected by a testamentary disposition of such land by such decedent, unless within two years after the testator's death the will disposing of the land is admitted to probate. If, however, at the time of the testator's death, the devisee of such land is either an infant, incompetent, imprisoned for a term less than life, or without this Republic not due to an armed conflict or genuine fear of severe injury or loss of life, or if the will was concealed by one or more of the distributes of the decedent, the two year period prescribed herein does not

Decedents Estates Law				
Section	Current Language	Issue(s)	Action	Proposed Language
				commence until the expiration of one year from time of the removal of such disability or the delivery of the will to the devisee or to the probate court having jurisdiction to admit the will to probate.
3.1 (abolishment of all existing modes, rules and canons of descent)	All existing modes, rules and canons of descent are hereby abolished. All distinctions between the persons who take as heirs at law and next of kin are abolished and the descent of real property and the distribution of personal property shall be governed by this chapter except as otherwise specifically provided by law. Whenever in any statute the words “heirs,” “heirs at law,” “next of kin,” or “distributes” are used, such words shall be construed to mean and include the persons entitled to take as provided by this chapter.	N/A	No Change	N/A
3.2 (rules of intestate inheritance)	The property of a decedent not disposed of by will or otherwise, after payment of administration and funeral expenses, debts and taxes, shall descend and be distributed in the following manner: (a) If the decedent leaves surviving a spouse and one or more lineal descendants, property to the value of \$5,000 to the spouse outright and one-half the residue to the spouse for life with the remainder thereof to the children and to the issue of any deceased child in accordance with the provisions of section 3.4, and the remaining one half of the residue outright to the said children and to the issue of any deceased child in accordance with the provisions of section 3.4; (b) If the decedent leaves surviving one or more lineal descendants but no spouse, the entire estate to the children and to the issue of any deceased child in accordance with the provisions of section 3.4; (c) If the decedent leaves surviving a spouse and one or both of his parents but no lineal descendants, property to the value of \$10,000 and three quarters	--Only change is that if the spouse survives then it all goes to them in equal shares. Is this an acceptable change?	Amend	

Decedents Estates Law				
Section	Current Language	Issue(s)	Action	Proposed Language
	<p>of the residue to the spouse, and the balance to the brothers and sisters and to the issue of any deceased brother or sister in accordance with the provisions of section 3.4;</p> <p>(d) If the decedent leaves surviving a spouse but no lineal descendant, parent, brother or sister, the entire estate to the spouse;</p> <p>(e) If the decedent leaves surviving one or both parents and one or more brothers and sisters but no spouse or lineal descendant, property to the value of \$10,000 and one-half of the residue to the parent, or if both survive, to them in equal shares, and the balance to the brothers and sisters and to the issue of any deceased brother or sister in accordance with the provisions of section 3.4;</p> <p>(f) If the decedent leaves surviving, one or both parents but no spouse or lineal descendant or brother or sister, the entire estate to the parent, or if both survive, to them in equal shares;</p> <p>(g) If the decedent leaves surviving no spouse or lineal descendant or parent, then to the following persons living at the death of the decedent, and in the following order and manner: First, to the brothers and sisters and to the issue of any deceased brother or sister in accordance with the provisions of section 3.4, but if there is no member of this class, then Secondly, to the grandparents in equal shares, but if there is no member of this class, then Thirdly, to the uncles and aunts and to the issue of any deceased uncle or aunt in accordance with the provisions of section 3.4, but if there is no member of this class, then Fourthly, to the Republic of Liberia</p>			
4.1(1) (constitutional right of widow to	The constitutional right of a widow to one-third of her deceased husband's real estate during her natural life . . . subject to alienation by her, by devise or otherwise, is	--Need to change this to make it current with the 1986 Constitution and the draft policy—if acceptable. The current Constitution does	Amend	

Decedents Estates Law				
Section	Current Language	Issue(s)	Action	Proposed Language
1/3 of real estate during natural life)	hereby preserved. A widow has the personal right to elect to take such share in lieu of any testamentary disposition or distribution on intestacy provided for her.	not provide for right of a widow to one-third, that is only a statutory right.		
4.1(2) (widower entitled to 1/3 of deceased wife's real estate)	A widower shall be entitled to one-third of his deceased wife's real estate during his natural life and to one-third of her personal estate, which he shall hold in his own right subject to alienation by him by devise or otherwise. He has the personal right to elect to take such share in lieu of any testamentary disposition or distribution on intestacy provided for him.	--Change so it reads spouse and thus applies equally to husband and wife and provides that surviving spouse gets everything if the deceased spouse dies intestate, if that policy recommendation is acceptable.	Amend	
4.1(3) (estate subject to elective share of surviving spouse)	For the purposes of this section, only the real and personal estate of which the decedent died seized is applicable to the elective share of the surviving spouse.	--Same as above.	Amend	
4.1(4)-(5) (procedures and provisions governing election)	Procedures and provisions governing election	Same as above	Amend	
4.2 (rights of surviving spouse to purchase matrimonial home)	Rights of surviving spouse to purchase matrimonial home	--Do we want to retain? (Ghana has pending bill which is similar). Consistent with policy as written but what about when there are multiple wives? --Deed to clarify if this applies to matrimonial home on Customary Land or on Private Land	Amend	
4.4 (temporary use of dwelling house of surviving spouse and/or minor children)	Temporary use of dwelling house by surviving spouse and/or minor children pending settlement of estate.	--Same as above, what about multiple surviving wives and minor children from different wives?	Amend	
110.4 (temporary	When a temporary administrator is appointed the court may	--Need to clarify that "real property" means	Amend	When a temporary administrator is

Decedents Estates Law				
Section	Current Language	Issue(s)	Action	Proposed Language
administrator may take temporary possession of real property)	by the order appointing him or by a subsequent order confer upon him authority to take possession of real property in the same or another county and to receive the rents and profits thereof or to do any other act with respect thereto, which is, in the court’s opinion, necessary for the preservation or benefit of the real property. For either of these purposes he may maintain or defend any action or special proceeding. The court may by an order confer upon him authority to lease any or all of the real property for a term not exceeding one year.	“Private Land” and not “Customary Land”		appointed the court may by the order appointing him or by a subsequent order confer upon him authority to take possession of Private Land, including any appurtenances on the land, in the same or another county and to receive the rents and profits thereof or to do any other act with respect thereto, which is, in the court’s opinion, necessary for the preservation or benefit of the Private Land. For either of these purposes he may maintain or defend any action or special proceeding. The court may by an order confer upon him authority to lease any or all of the Private Land for a term not exceeding one year.
Ch. 117 (disposition of real property)	Disposition of Real Property	--Need to make it clear only applies to Private Land can be done by including a definition of Real Property in the definitions section of the law	Amend	Disposition of Private Land

Environmental Management Act				
Section	Current Language	Issue(s)	Action	Proposed Language
3 (definitions of aggrieved parties, forests, natural resources, occupier, owner, person, premises)	Aggrieved parties means any person who is affected by an act or decision and includes both injuriously affected parties and interested parties.	N/A so long as the definition of person is changed	No Change	N/A
3	Forests means the natural resources defined in the National Forestry Reform Law of Liberia	--Clarify because the NFRL does not define the term “forest” (as a stand-alone) and does not define “natural resources.” Better to amend so that Forest is given the same meaning as Forest Resources are given the	Amend	Forest means Forest Resources defined in the National Forestry Reform Law of Liberia.

Environmental Management Act				
Section	Current Language	Issue(s)	Action	Proposed Language
		same definition as that in the NFRL		
3	Natural resources include resources of the air, land, water, animals and plants including their diversity and aesthetic qualities	N/A	No Change	N/A
3	Occupier means a person in occupation or control of premises, and in relation to premises different parts of which are occupied by different persons, means the respective persons in occupation or control of each part	N/A (seems designed to get at communities but a moot point now)	No Change	N/A
3	Owner in relation to any premises means a) The registered proprietor of the premises, b) the lessee, including a sub-lessee of the premises	--Too narrow, needs to be expanded to include Customary Land ownership and other forms of ownership whether or not registered (given the state of the deeds registry)	Amend	Owner in relation to any premises means a) owners of Private Land and Customary Land as established and recognized in the Land Rights Law, b) proprietors of the premises, and c) the lessee, including a sub-lessee of the premises;
3	Person means any individual, partnership, joint venture, association, or corporation, trust, estate, government or state, branch, division, instrumentality, authority or agency or any organized group of persons whether incorporated or not.	--Expand to expressly include community legal entities under the Land Rights Law	Amend	Person means any individual, partnership, joint venture, association, or corporation, trust, estate, community legal entity established and recognized in accordance with the Land Rights Law, government or state, branch, division, instrumentality, authority or agency or any organized group of persons whether incorporated or not.
3	Premises includes messages, buildings, lands, and hereditaments in every tenure and machinery, plant or vehicle used in connection with any trade carried on at any premises	--Expressly tie lands to land rights categories in Land Rights Law	Amend	Premises includes messages, buildings, lands, whether Government Land, Public Land, Customary Land, or Private Land established and recognized in the Land Rights Law, and hereditaments in every tenure and machinery, plant or vehicle used in connection with any trade carried on at any premises
75(3)(a) (declaration of	The Agency may by notice publish: Declare a river, lake, or wetland a protected area	--Need to reconcile with protected areas in Land Rights Policy, especially Customary	Amend	

Environmental Management Act				
Section	Current Language	Issue(s)	Action	Proposed Language
protected area)		and Private Land ownership. Are all wetlands to be Government Protected Areas and thus Government Land?		
75(4) (factors for declaring a protected area)	In declaring a river, lake, or wetland a protected area, the Agency shall take into consideration the following factors: (a) The geographical size of the river, lake or wetland; and (b) Specific features and nature of biological communities and their endemic nature; (c) The interests of the communities resident around the river, lake or wetland.	--Same as above	Amend	
77(4) (factors for environmental guidelines)	The guidelines issued and measures prescribed pursuant to subsection (1) shall take into account the following: (b) rain forests, forests in protected areas, including forest reserves, national parks and game reserves, (d) forests on land subject to interest held by private persons, (e) communal forests use and management, (f) traditional use of forests and specific plant species which are indispensable to the local community	--Clarify protected areas and their relationship to protected areas provided for in the Land Rights Policy --Revise (d) (e) and (f) to expressly link these two with forest on Customary Land and Private Land	Amend	
77(7) (excluding human activities in any forest area)	Notwithstanding the provisions of subsection (1), (3) and (4), the Agency may in consultation with the relevant Line Ministries, expressly exclude human activities in any forest areas by declaring a forest areas [sic] a specially protected forest area	--Extremely problematic for at least two reasons: forest is now owned mostly by individuals and communities so cannot just take that forest from them, and at the very least the owners of the land on which the forest is located should be consulted and provided with just compensation, etc. if human activity is barred on their forest --Probably need to repeal any way in light of the NRFL of 2006	Amend/R epeal	Notwithstanding the provisions of subsection (1), (3) and (4), the Agency may in consultation with the relevant Line Ministries, expressly exclude human activities in any forest area on Government Land or Public Land, as defined and recognized in the Land Rights Law, by declaring the forest area a Government Protected Area, including a National Forest, National Park, or Forest Reserve.
78 (measures by District Environment Committees to plant trees and other vegetation)	Every District Environment Committee shall, through encouraging voluntary self-help in their respective communities take measures to plant trees and other vegetation in areas specified under subsection (1) which are within its area of jurisdiction and not subject to any personal interest in land	--Probably superseded by NRFL and CRL but at the very least need to clarify what is meant by "personal interest in land" in light of the Land Rights Policy	Amend/R epeal	Every District Environment Committee shall, through encouraging voluntary self-help in their respective communities take measures to plant trees and other vegetation in areas specified under subsection (1) which are within its area of jurisdiction and not subject to Private Land or

Environmental Management Act				
Section	Current Language	Issue(s)	Action	Proposed Language
				Customary Land rights
79 (protection of natural environmental areas)	Protection of Natural Environmental Areas	--Clarify relationship of protected natural environments with protected areas in the Land Rights Policy	Amend	
80 (protection of wildlife animals and birds)	Protection of Wildlife Animals and Birds	--Clarify relationship between wildlife protected areas, conservation areas, and wildlife management areas and protected areas under the Land Rights Policy	Amend	
87(1)(d) (authority to prescribe guidelines for land use planning)	The Agency shall, in consultation with the relevant Line Ministry, issue environmental guidelines and prescribe environment protection measures for land use planning at the District, County and national level which shall include: Strengthening or [sic] management systems for land and natural resources by including traditional and indigenous methods where appropriate	--Seems to suggest that the EPA will tell communities how to manage their land, needs to be rephrased b/c Land Rights Law gives management authority to communities with shared responsibility with Government. Wording needs to reflect that changed dynamic.	Amend	The Agency shall, in consultation with the relevant Line Ministry, issue environmental guidelines and prescribe environment protection measures for land use planning at the District, County and national level which shall include: Strengthening or [sic] management systems for land and natural resources by including customary practices and norms where appropriate.
88 (protection of natural heritage sites)	Protection of Natural Heritage Sites	--Clarify relationship between natural heritage sites and protected areas in the Land Rights Policy	Amend	

Environmental Protection Agency Act of 2002				
Section	Current Language	Issue(s)	Action	Proposed Language
3 (definitions of aggrieved parties, easement, environmental easement, forests, indigenous, natural resources,	Aggrieved parties means any person who is affected by an act or decision and includes both injuriously affected parties and interested parties.	N/A so long as the definition of person is changed	No Change	N/A

Environmental Protection Agency Act of 2002				
Section	Current Language	Issue(s)	Action	Proposed Language
occupier, owner, person, premises)				
3	Easement means the right of use over the property of another for a special purpose	--Check against definition of easement in Policy	No Change	N/A
3	Environmental easement means a right created over land to make use lawful for the benefit of the environment	--Reconcile with Protected Areas and definition of easement in Policy	No Change	N/A
3	Forests means the natural resources defined in the National Forestry Reform Law of Liberia	--Clarify because the NFRL does not define the term "forest" (as a stand-alone) and does not define "natural resources." Better to amend so that Forest is given the same meaning as Forest Resources are given the same definition as that in the NFRL	Amend	Forest means Forest Resources defined in the National Forestry Reform Law of Liberia.
3	Indigenous means originating in a particular region or environment and may be used to refer to traditional/local peoples and their practices in respect of their own settings	--Unfortunate term but for purposes of changes brought by the Land Rights Policy, should expressly list as example community legal entities and change the last part about setting since now ownership of land is recognized	Amend	Indigenous means originating in a particular region or environment and may be used to refer to communities, community members, community legal entities, and their practices in respect of their Customary Land as established and recognized in the Land Rights Law.
3	Natural resources include resources of the air, land, water, animals and plants including their diversity and aesthetic qualities	N/A	No Change	N/A
3	Occupier means a person in occupation or control of premises, and in relation to premises different parts of which are occupied by different persons, means the respective persons in occupation or control of each part	N/A (seems designed to get at communities but a moot point now)	No Change	N/A
3	Owner in relation to any premises means a) The registered proprietor of the premises, b) the lessee, including a sub-lessee of the premises	--Too narrow, needs to be expanded to include Customary Land ownership and other forms of ownership whether or not registered (given the state of the deeds registry)	Amend	Owner in relation to any premises means a) owners of Private Land and Customary Land as established and recognized in the Land Rights Law, b) proprietors of the premises, and c) the lessee, including a sub-lessee of the premises;
3	Person means any individual, partnership, joint venture, association, or corporation, trust, estate, government or	--Expand to expressly include community legal entities under the Land Rights Law	Amend	Person means any individual, partnership, joint venture, association,

Environmental Protection Agency Act of 2002				
Section	Current Language	Issue(s)	Action	Proposed Language
	state, branch, division, instrumentality, authority or agency or any organized group of persons whether incorporated or not.			or corporation, trust, estate, community legal entity established and recognized in accordance with the Land Rights Law, government or state, branch, division, instrumentality, authority or agency or any organized group of persons whether incorporated or not.
3	Premises includes messages, buildings, lands, and hereditaments in every tenure and machinery, plant or vehicle used in connection with any trade carried on at any premises	--Expressly tie lands to land rights categories in Land Rights Law	Amend	Premises includes messages, buildings, lands, whether Government Land, Public Land, Customary Land, or Private Land established and recognized in the Land Rights Law, and hereditaments in every tenure and machinery, plant or vehicle used in connection with any trade carried on at any premises
6(1)(e) (preservation and promotion of natural resource heritage)	Ensure the preservation and promotion of important historic, cultural and spiritual values of natural resources heritage and, in consultation with indigenous authority, enhance indigenous methods for effective natural resource management	--Change to expressly requires working with community legal entities (and CFMBs under the CRL?), rather than the broader “indigenous authority”	Amend	Ensure the preservation . . . and, in consultation with indigenous authority, including a community legal entity under the Land Rights Law, enhance indigenous methods . . .
42(1) (establishment of environmental easement)	The Agency may, if and when deemed necessary, establish the requirements for Court-issued environmental easement orders to facilitate environmental conservation and enhancement by imposing certain obligations on the use of land for the benefit of the environment	--Reconcile with easements and protected areas in Policy	No Change	N/A
42(2) (reasons for environmental easement)	An environmental easement may be imposed so as to: a) Preserve flora and fauna, b) Preserve the quality and flow of water in a dam, lake, river or aquifer, c) Preserve any outstanding geological, physiographical, ecological, archaeological, or historical features of the burdened land; d) Preserve a view, e) Preserve open space, f) Permit persons to walk in a defined path across the burdened land, g) Preserve the natural contours and features of the	--Same as above	No Change	N/A

Environmental Protection Agency Act of 2002				
Section	Current Language	Issue(s)	Action	Proposed Language
	burdened land, h) Prevent or restrict the scope of any agricultural activity on the burdened land; i) Prevent or restrict the scope of any agricultural activity on the burdened land, j) Create and maintain works on burdened land so as to limit or prevent harm to the environment			

Equal Rights of Customary Marriages Law of 1998/Decedents Estates Law				
Section	Current Language	Issue(s)	Action	Proposed Language
Preamble (difference in treatment of wife and husband)	WHEREAS, since the inception of this Republic over a century ago, there has been a dichotomy of legal rights between the customary wife/widow regarding dower rights and the administration of their deceased husband's estates	--Rephrase—drop use of “dower”	Amend	
1(a) (definition of customary marriage)	Customary marriage: means marriage between a man and a woman performed according to the tribal tradition of their locality	--Drop “tribal”	Amend	Customary marriage: means marriage between a man and a woman performed according to the tradition of their locality
1(b) (definition of tradition)	Tradition means those values, norms and customs which a tribe of a locality has practiced over the ages and is considered their way of life	--Drop “tribal”	Amend	Tradition means those values, norms and customs a locality has practiced over the ages and is considered their way of life
1(c) (definition of dower)	Dower means the one-third (1/3) interest of the tribal husband's property to which his widow is entitled as of right regardless of whether or not the widow and children are for her late husband, or whether or not she assisted him in acquiring the property	--Drop dower	Amend	
1(i) (definition of tribal or customary spouse)	Tribal or customary spouse means either the husband or wife who is married according to tribal tradition	--Drop “tribal”	Amend	Customary spouse means either the husband or wife who is in a customary marriage
1(l) (definition of inchoate dower)	Inchoate dower means a wife's vested interest in the property of her husband immediately upon marriage during his lifetime, which may become a right of dower after his demise	--Delete use of inchoate dower, arcane legal concept. --Also inconsistent with policy which does not allow automatic ownership of other	Amend	

Equal Rights of Customary Marriages Law of 1998/Decedents Estates Law

Section	Current Language	Issue(s)	Action	Proposed Language
		spouse's property but only if voluntary written consent with 1 witness		
2.3 (customary wife immediately entitled to 1/3 of husband's property)	Immediately upon marriage, the customary wife shall be entitled to one-third of her husband's property, personal or real, and vice versa, regardless of whether or not he/she helped him/her to acquire said property	Drop Dower in section title and change so that no right unless voluntary written consent with 1 witness as in the Policy	Amend	
2.5 (customary husband to respect wife's human rights)	Every customary husband shall respect his wife's human rights. [sic] any violation of this section shall entitle the wife to seek redress in a court of law	Change so reads "spouse" and thus applies equally to husband and wife and expand to allow for alternative dispute resolution mechanisms --Provide for use of alternative dispute resolution body.	Amend	Every spouse shall respect his or her spouse's human rights and any violation of this section shall entitle the spouse whose human rights were violated to seek redress in a court of law or alternative dispute resolution body.
2.6 (wife's property exclusively her own)	Wife's property exclusively her own . . .	Change to applies equally to husband and wife --What is meant by property?	Amend	A spouse's personal property and Private Land is exclusively his or her own unless transfer to another spouse is made with their voluntary written consent and witnessed by at least one other disinterested person.
3.2(widow(s) entitled to 1/3 of deceased husband's property)	Upon the husband's death, the widow or multiple widows shall be entitled to only one-third (1/3) of the late husband's property; the balance two-thirds (2/3) of the decedent's property shall descent [sic] to his children, if any, or to his collateral heirs according to the Decedents Estates Law	Need to change from 1/3 to at least 1/2 if Private Land and if no children then all to the wife, or do you want more like Ghana? Ghana's bill is fraught with problems but perhaps reflects more the importance of extended family. Minimum change so it applies equally to husband and wife	Amend	
3.3 (customary widow may remain on husband's property or remarry and vacate)	After the death or burial of her/their husband, the customary widow or multiple widows shall be at liberty either to remain on the premises of her/their late husband to administer said estate, or she/they may take another husband of her/their choice and shall vacate the premises of the husband in as much as the new marriage entered automatically reverses said rights and same property returned to the heirs or children of the late husband.	--Clarify whether Private Land or Customary Land --Make equal to both wives and husbands	Amend	After the death or burial of a spouse, the surviving customary spouse(s) shall be at liberty either to remain on the Customary Land or Private Land, including any appurtenances to the land, of the deceased spouse to administer said estate, or the surviving spouse(s) may remarry may. If

Equal Rights of Customary Marriages Law of 1998/Decedents Estates Law

Section	Current Language	Issue(s)	Action	Proposed Language
				remarried, the the surviving spouse(s) shall vacate the Customary Land or Private Land of the deceased spouse in as much as the new marriage entered automatically reverses said rights and same land returned to the heirs or children of the deceased spouse.
3.5 (widow(s), children, or heirs may petition probate court)	A widow or multiple widows collectively, children or collateral heirs shall have the unrestricted right to petition the probate court in their jurisdiction for Letters of Administration to administer the property of said decedent, and which right shall not be denied by probate court within the Republic. Any denial of this right shall en-title the aggrieved party to appal [sic] to the Supreme Court of Liberia.	--Same as above	Amend	A widow or multiple widows collectively, children or collateral heirs shall have the unrestricted right to petition the probate court in their jurisdiction for Letters of Administration to administer the property of said decedent, and which right shall not be denied by probate court within the Republic. Any denial of this right shall en-title the aggrieved party to appeal to the Supreme Court of Liberia.
3.6 (every male or female of legal age may create will)	Every male and female of legal age under customary or tribal law shall have the right to make his/her Last Will and Testament, describing how his/her property is to be distributed after his/her death	--Drop reference to "tribal law"	Amend	Every male and female of legal age under customary law shall have the right to make his/her Last Will and Testament, describing how his/her Customary Land, Private Land, and personal property is to be distributed after his/her death

Executive Law

Section	Current Language	Issue(s)	Action	Proposed Language
33.2 (MLME power to issue all regulations affecting lands)	To promulgate all regulations affecting lands, mines, and energy in Liberia	--Too broad, need to make clear that it does not have exclusive regulatory authority with respect to lands (CNDRA for example) but this is more of a land administration issue	No Change	N/A
51.2(d) (Director	The Director General [of GSA] shall. . . Manage, maintain,	--This is a land administration issue but	???	

Executive Law				
Section	Current Language	Issue(s)	Action	Proposed Language
General of GSA power to manage buildings, public lands, and other real property of the Government)	operate, alter, remodel, repair, improve and protect buildings, public lands, and other real property which are owned or leased by and for the Government.”	needs to be resolved in context of Land Rights Law because of the policy recommendations on transferring Government Land and Public Land. They provide for a separate agency charged with coordinating the management of Public Land and Government Land. Should this be the GSA or some other institution?		
51.3(b) (GSA to consist of four bureaus, including Bureau of Government Housing and Real Property)	The Agency shall be organized into four bureaus, as follows: Bureau of Government Housing and Real Property	--Same as above	???	
51.5(1) (Director of Government Housing may acquire buildings and lands as necessary for other agencies and ministries of Government)	The Director of Government Housing and Real Property shall acquire by purchase, condemnation, or otherwise such sites, additions to sites, or buildings as he may deem necessary in order to provide suitable accommodation to house all agencies of the Government, assign and reassign space therein for all agencies, and supply all agencies with land or buildings necessary to carry out their lawful functions.	--Same as above	???	
51.5(2) (Director of Government Housing and Real Property responsible for management of land and buildings of Government)	The Director of Government Housing and Real Property shall be responsible for the custody and management of all lands and buildings used as accommodations for Government agencies or owned or leased by the Government; for establishing policies, rules, and regulations relating to the use, occupancy, and disposition thereof; and for providing the maintenance and prescribing maintenance standards for such properties.	--Same as above	???	
51.5(3) (Director	The Director of Government and Real Property shall	--Same as above	???	

Executive Law				
Section	Current Language	Issue(s)	Action	Proposed Language
of Government Housing and Real Property empowered to negotiate on behalf of Government all leases of land or buildings and direct their termination)	negotiate on behalf of the Government all leases of land or buildings and direct the termination of leases for properties no longer needed or usable. Lease agreements shall be signed by the Director General and cosigned by the Minister of Finance.	--Do we want to let individual agencies negotiate their own leases, the Land Rights Policy mentions only the Government which could mean the GSA or any other government entity.		
51.5(4) (Director of Government House and Real Property responsible for monitoring occupancy of government-owned or renewed real property)	With respect to occupant of Government-owned or renewed real property, the Director of Government Housing and Real Property is vested with complete and final responsibility for enforcing such policies as will protect and promote the Government's interests, and for seeking any legal remedies available to the Government for negligent or willful abuse or other wrongful use of the property.	Same as above	???	
80.1 (definitions regarding general provision on the management and disposal of government property)	As used in this chapter [Management and Disposal of Government Property]: (b) the term excess property means any property under the control of any Government agency which is not required for its needs and the discharge of its responsibilities, as determined by the head thereof; (c) The term surplus property means any excess property not required for the needs and the discharge of responsibilities of any Government agency, as determined by the Director General; (d) the term property means any interest in property of any kind except—(i) the public domain and lands reserved or dedicated for the national forest or national parks, (ii) naval or Coast Guard vessels, (iii) records of the Government	--Same as above	???	

Executive Law				
Section	Current Language	Issue(s)	Action	Proposed Language
80.2(1) (responsibilities of the head of executive agencies to maintain inventories of and survey property under their control and transfer excess in accordance with authority and regulations of the GSA)	The head of each executive agency shall: (a) Maintain adequate inventory controls and accountability systems for the property under his control; (b) Continuously survey property under his control to determine which is excess property, and promptly report such property to the Director General; (c) Transfer or dispose of excess property as promptly as possible in accordance with authority delegated and regulations prescribed by the Director General	--Same as above	???	
80.2(2) (duties of heads of each executive agencies includes reassignment of property if no longer needed, transfer of excess to other government agencies, and obtain excess property from other government agencies)	Duties as far as practicable. The head of each Executive Agency shall as far as practicable: (a) Make reassignments of property among activities within the agency when such property is determined to be no longer required for the purposes of the appropriation from which it was purchased, (b) Transfer excess property under his control to other Government agencies; and (c) Obtain excess property from other Government agencies which will be useful in its activities	--Same as above	???	
80.2(3) (Director of the Budget to issue regulations for reporting on	The Director of the Budget shall prescribe regulations providing for the reporting to said director by executive Agencies of such reassignments or transfers of property between activities financed by different appropriations as	--Same as above	???	

Executive Law				
Section	Current Language	Issue(s)	Action	Proposed Language
reassignments and transfers of government property by executive agencies)	he shall deem appropriate, and the reassignment and transfers so reported shall be reported to the Legislature in the annual budget or otherwise as said Director may determine.			
80.3(1) (Director General of GSA shall supervise and direct disposal of government property)	Except as otherwise provided in this section, the Director General shall have supervision and direction over the disposal of surplus property.	--Same as above	???	
80.3(2) (Director General of GSA may care and handle surplus property pending disposal)	The care and handling of surplus property pending its disposal and the disposal of surplus property may be performed by the Director General or, when so determined by that official, by the head of any other Executive Agency consenting thereto.	--Same as above	???	
80.3(3) (head of executive agency designated by the Director General of DSA to dispose of surplus property may do so by sale, exchange, lease, permit, etc.)	The head of any Executive Agency designated or authorized by the Director General to dispose of surplus property may do so by sale, exchange, lease, permit, or transfer for cash, credit, or other property, with or without warranty, and upon such other terms and conditions as the Director General deems proper.	--Same as above	???	
80.3(4) (bill of sale, lease, or other instrument	All bill of sale, lease or other instrument executed by or on behalf [sic] the head of any Executive Agency purporting to transfer title or any other interest in surplus property under	--Same as above	???	

Executive Law				
Section	Current Language	Issue(s)	Action	Proposed Language
conclusive evidence of disposal of government property)	this chapter shall be conclusive evidence of compliance with the provisions of this chapter in so far as concerns title or other interest of any bona fide grantee or transferee for value and without notice of lack of such compliance.			
80.3(5) (disposals of surplus property to be made after publicly advertising for disposal bids)	All disposals or contracts for disposals of surplus property (other than by abandonment, destructions donation or through contract brokers) made or authorized by the Director General shall be made after publicly advertising for bids, under regulations prescribed by the Director General, except as provided in paragraph 6 of this section. Whenever public advertising for bids is required under this paragraph (a) Advertisement for bids shall be made by such time previous to the disposal or contract, through such methods, and on such terms and conditions which is consistent with the value and nature of the property involved; (b) all bids shall be publicly disclosed at the time and place stated in the advertisement; (c) Award shall be made with reasonable promptness by notice to the responsible bidder, whose bid, conforming to the invitation for bids, will be most advantageous to the Government, price and other factors considered; provided, that all bids may be rejected when it is in the public interest to do so.	--Same as above (how does this fit into policy recommendations on transferring Government and Public Land	???	
80.3(6) (disposals to be negotiated under regulations issued by the Director General of GSA)	Disposal and contracts for disposal may be negotiated under regulations prescribed by the Director General, without regard to paragraph 5 of this section but subject to obtaining such competition as is feasible under the circumstances, if (a) the public health, safety or national security will thereby be promoted by a particular disposal of property (b) The estimated fair market value of the property involved does not exceed \$1,000, (c) Bid prices after advertising therefor are not reasonable or have not been independently arrived at in open competition; (d) Disposal without bids is necessary in the public interest during a national emergency; (e) Negotiated sales of personal property at	--Same as above	???	

Executive Law				
Section	Current Language	Issue(s)	Action	Proposed Language
	fixed prices may be made by the Director General either directly or through the use of disposal contractors if such sales are publicized to the extent of the value and nature of the property involved and the prices established reflect the estimated fir value thereof, if the Director General determines that such method of disposal will best serve the interests of the Government.			
80.3(7) (Director General of GSA may authorize abandonment, destruction, or donation of surplus property which has no commercial value)	The Director General may authorize the abandonment, destruction, or donation to public bodies of surplus property which has no commercial value or of which handling would exceed the estimated proceeds from its sale.	--Same as above	???	
80.4(1) (Director General of GSA empowered to survey government property, establishment of inventory levels, establish uniform government supply catalogues)	As he may deem necessary for the effectuation of his functions under this chapter, and after adequate notice to the Executive Agencies affected, the Director General is authorized (a) To make surveys of Government property management practices and obtain reports thereon from Executive Agencies; (b) To cooperate with Executive Agencies in the establishment of reasonable inventory levels for property stocked by them and from time to time to report any excessive stocking to the Legislature and to the Director of the Budget; (c) To establish and maintain such uniform Government supply catalogue systems as may be appropriate to identify and classify personal property under the control of Government Agencies; and (d) To prescribe standardized forms and procedures	--Same as above	???	
80.4(2) (utilization of government supply catalogues)	The head of each government agency shall utilize such uniform Government catalogue system and standard purchase specifications, except as the Director General, taking into consideration efficiency, economy, and other interests of the Government, shall otherwise provide.	--Same as above	???	

Executive Law				
Section	Current Language	Issue(s)	Action	Proposed Language
80.4(3) (General Auditing Office empowered to audit all types of property accounts)	The General Auditing Office shall audit all types of property accounts and transactions at such times and in such manner as determined by the Auditor General.	--The policy provides for all transfers to be checked by a separate government entity responsible for coordinating the management of Public and Government Land. Do we want to retain the role of the General Auditing Office?	???	

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
1.3 (definitions of buffer zone, communal forest, community forestry, conservation corridor, cultural site, forest land, forest resources, landowner/owner, national forest, national park, nature reserve, occupant, person, proposed protected area, protected area, strict nature reserve, wetlands)	Buffer Zone: A transitional zone (such as a Communal Forest, Game Reserve, or Multiple Sustainable Use Reserve) surrounding a more strictly protected zone, intended for low-impact sustained human use to reduce the impact of outside human disturbance, to protect the boundaries from encroachment, and to preserve the natural state of the more strictly protected zone it surrounds	--Reconcile Communal Forest as a transitional zone with community ownership of Customary Land and the right to manage and use their own land. Not necessarily inconsistent but need to decide whether this communal forests as buffer zones will be government protected area, customary protected area, or something else. --Perhaps amend so this relationship is clarified in the definition of Buffer Zone	Amend	
1.3	Communal Forest: An area set aside by statute or regulation for the sustainable use of Forest Products by local communities or tribes on a non-commercial basis.	--Same as above	Repeal/Amend	Community Forest Land: In accordance with the Community Rights Law, forested or partially-forested Customary Land. This term is inter-changeable with the term

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
				'community forest.'
1.3.	Community Forestry: The governance and management of Forest Resources in designated areas by communities for commercial and non-commercial purposes to further their livelihoods and development. "Community" in the sense of community forestry means a group of local residents who share a common interest in the use and management of Forest Resources, with traditional or formal rights to the land and the forests on it.	--Make the definition of community consistent with the definition in the Community Rights Law and the Land Rights Law --revise so that governance and management is expanded to include use and the relationship to community forest is expressly linked to their ownership of the forest and their ownership of the land as Customary Land	Repeal/Amend	Community: In accordance with the Community Rights Law, a self-identifying group which owns Customary Land. A community may thus be, but is not limited to, a single village or town, or a group of villages or towns, or chiefdom.
1.3	Conservation Corridor: The use of a Game Reserve, Multiple Sustainable Use Reserve, or any other Protected Area category to ensure that large blocks of the Protected Forest Area Network remain contiguous for the purpose of maximum genetic exchange between blocks.	--Link Protected Area to Government Protected Areas under the Land Rights Law	Amend	
1.3	Cultural Site: An area, set aside pursuant to Chapter 9 of this Law, for the preservation and enjoyment of features with a local or national cultural significance	--Link this with Customary Protected Areas and Government Protected Areas and in Chapter 9 declaring ownership and management responsibilities of each	Amend	
1.3	Forest Land: A tract of land, including its flora and fauna, capable of producing Forest Resources, not including land in urban areas, land in permanent settlements, and land that has been in long-term use for non-shifting cultivation of crops or livestock in a manner that precludes producing Forest Resources.	--Make this definition consistent with the definition in the Community Rights Law	Amend	
1.3	Forest Resources: Anything of practical, commercial, social, religious, spiritual, recreational, educational, scientific, subsistence, or other potential use to humans that exists in the forest Environment, including but not limited to flora, fauna, and microorganisms.	--Narrow this definition as part of the narrowing of the definition of Forest Land	Amend	
1.3	Land Owner (or Owner): A person who owns land by legal title.	--Clarify to mean only Private Land	Amend	A Person who owns Private Land as defined and recognized in the Land Rights Law.
1.3	National Forest: An area, set aside pursuant to Chapter 9 of this Law, for sustainable regulated commercial Forest	N/A	No Change	N/A

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
	Product extraction, Hunting, and the preservation of essential environmental functions performed by the forest.			
1.3	National Park: An area of sufficient size to form a complete ecological unit, set aside pursuant to Chapter 9 of this Law, for the preservation and enjoyment of features that have outstanding natural beauty, or cultural or biological significance.	N/A	No Change	N/A
1.3	Nature Reserve: An area that does not represent a complete ecological unit, set aside pursuant to Chapter 9 of this Law, for the preservation and enjoyment of features that have outstanding natural beauty, or cultural or biological significance, and which may require some management intervention.	N/A	No Change	N/A
1.3	Occupant: A Person who is in lawful possession of land.	--Expressly connect to Private Land and Public Land.	Amend	A Person who is in lawful possession of Public Land, Government Land, Customary Land, or Private Land as defined and recognized in the Land Rights Law.
1.3	Person: Any individual, partnership, joint venture, association, corporation, trust, estate, un-incorporated entity, community, government, or state, and any branch, division, political sub-division, instrumentality, authority, or agency thereof	--Expressly remove communities and community legal entities under the Land Rights Law because the Forestry Reform Law is dealing only with Private Land and Public Land. Forest resources on Customary Land shall be governed by the Community Rights Law.	Amend	Any individual . . . un-incorporated entity, government, or state . . . For the purposes of this law, a Person shall not include a community or community legal entity as defined and recognized in the Land Rights Law.
1.3	Proposed Protected Area: An area that the Authority has identified as suitable for designation as a Protected Area under an approved National Forest Management Strategy pursuant to Chapter 4 of this Law.	--Clarify link with Government Protected Areas and Customary Protected Areas	Amend	
1.3	Protected Area: Any area set aside under Chapter 9 of this Law as a National Forest, Nature Reserve, National Park, Strict Nature Reserve, or other special category for Conservation purposes.	--Same as above	Amend	
1.3	Strict Nature Reserve: An area possessing outstanding or representative features, ecosystems, or species, set aside pursuant to Chapter 9 of this Law, primarily for scientific	N/A	No Change	N/A

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
	research or environmental monitoring, and requiring strict protection and minimum intervention.			
1.3	Wetlands: Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.	N/A	No Change	N/A
2.1(a) (all forest resources held in trust by the Republic for benefit of the people)	All Forest Resources in Liberia, except as provided in Subsection (b) of this Section, are held in trust by the Republic for the benefit of the People	N/A	No Change	N/A
2.1(b) forest resources not held in trust by the republic are forest resources on communal forests and forest resources developed on private or deeded land through artificial regeneration)	(i) Forest Resources located in Communal Forests; and (ii) Forest Resources that have been developed on private or deeded land through artificial regeneration	--Change so specifically mentions forest resources on Customary Land and Private Land	Amend	Forest Resources located on Customary Land as defined and recognized in the Land Rights Law. Forest Resources located on Private Land as defined and recognized in the Land Rights Law.
2.1(c) (Forestry Reform Law applies to prospection, use, transport, processing, and trade of forest	The Prospection, use, transport, processing, Trade, and export of all Forest Resources and Forest Products are subject to this Law.	--Need to revise in light of Community Rights Law and future Land Rights Law—this is not the sole law regulating the field	Amend	The Prospection, use, transport, processing, Trade, and export of all Forest Resources and Forest Products are subject to this Law, except as otherwise provided in the Community Rights Law and Land Rights Law.

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
resources)				
2.2(a) (FDA represents government regarding all forest-related government property)	The Authority is the representative of the Government in any matters concerning the use of forest-related Government property, including the use of Forest Land and the harvest or other use of Forest Resources	--Too broad and far-reaching; consider excluding Customary Land because this law is about the FDA/Government's role with respect to Public Land, Government Land, and Private Land. Customary Land is for the CRL or rephrase.	Amend	The Authority is the representative of the Government concerning the use of forest on Public Land, Government Land, and Private Land.
2.2(b) (FDA to collaborate with other agencies and local communities)	In carrying out its responsibilities under this Section, the Authority shall collaborate with other Government agencies and local communities as necessary	--Too weak, "collaborate" "as necessary" is weak	Amend	In carrying out its responsibilities under this Section, the Authority shall collaborate with other Government agencies and shall obtain the prior, free, and informed consent of affected communities as required by law.
4.4(d)(ii) (Forestry Strategy to identify communal forests)	In the Strategy, the Authority shall identify . . . Specific areas that the Authority intends to propose for management as Communal Forests or for the purposes of Community Forestry	--Now that communities own the forests on their land is this necessary? Although it is possible that for its own forest management purposes of the FDA can make such designations, it seems an unnecessary intrusion given that community ownership is equal to private ownership	Amend	
4.4(b) (committing area to land use means for commercial, conservation, or community use)	For the purposes of Subsection (a) of this Section, committing an area to a proposed land use means designating the area for commercial, conservation, or community use, or for a combination of permissible uses.	--Same as above	Amend	
5.1(a) (no person to undertake commercial use of forest resources without FDA approval)	No Person shall undertake Commercial Use of Forest Resources without permission from the Authority granted under this Chapter.	--Revise in light of Community Rights Law (i.e. expand to include permission of the Authority and the owner of the Forest Resources)	Amend	No Person shall undertake Commercial Use of Forest Resources under this Law without permission from the Authority granted under this Chapter or the owner of the Private Land on which is located the Forest

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
				Resources.
5.1(d) (FDA may grant permission for non-commercial use of forest resources)	The Authority may by Regulation require permission for non-commercial forest uses and may by Regulation control any activity involving Forest Land, Forest Resources, or Forest Products	--Broad and vague --Clarify that on Private Land	Amend	The Authority may by Regulation require permission for non-commercial forest uses on Public Land or Private Land and may by Regulation control any activity involving Forest Resources or Forest Products on Public Land or Private Land
5.1(f) (FDA to institutionalize participation by communities)	The Authority shall, by Regulation or otherwise, undertake measures to institutionalize the participation of communities in forest management. Such measures may include, but are not limited to: (i) Recognition and protection of community land tenure rights, (ii) Formulation of a code of conduct to govern relationships between Holders and communities, (iii) Requirement to complete a social agreement between Holders and communities that defines the parties' respective rights, roles, obligations, and benefits with respect to one another; (iv) Provision for security of access by communities to non-timber Forest Products and other Forest Resources; and (v) Provision of technical assistance to community foresters	--Statist, it is the FDA acting on the communities, rather than the communities acting with the assistance of the FDA, which should be revised given the principles and policy recommendations in the Land Rights Policy and future Land Rights Law --Also, how does the institutionalization of participation mesh with community legal entities and community forest management bodies? NB: This provision gives rise to the County Forest Development Committees in the FDA Regulations	Amend	
5.3(b)(ii) (Forest Management Contracts apply to land that is not private)	Forest Management Contracts must meet all the following requirements: (ii) the land involved must not include private land.	--Change so not Private Land, Government Land, or Customary Land as defined in the Land Rights Law	Amend	(ii) the land involved shall be Public Land and shall not include Government Land, Customary Land, or Private Land as these land rights are defined and recognized in the Land Rights Law.
5.3(b)(vi) (Forest Management Contract must require social agreement)	The contract must require the Holder to establish a social agreement with local forest-dependent communities, approved by the Authority, that defines these communities' benefits and access rights	--Revise term "local forest-dependent communities" or at least define what this means in a more precise way	Amend	The contract must require the Holder to establish a social agreement with affected communities in the form of prior, free, and informed consent, approved by the Authority, that defines these communities' benefits and access rights
5.4(ii) (Timber	Timber Sale Contracts must meet all of the following	--Not include Private Land Customary Land	Amend	(ii) The land involved shall be Public

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
Sale Contracts apply to land that is not private)	requirements: (ii) The land involved must not include private land.	or Private Land		Land and must not include Government Land, Customary Land, or Private Land as these land rights are defined and recognized in the Land Rights Law.
5.4(j) (Awarding of Timber Sale Contract must consider existing ownership and management of Forest Land and respect established contractual and property rights)	In awarding a Timber Sale Contract under Subsection (i) of this Section, the Authority shall: (i) Take into account the terms of any existing contract, deed, or similar instrument pertaining to the ownership or management of the Forest Land to be covered by the Timber Sale Contract, and (ii) Respect established contractual and property rights, if any, under these instruments to the greatest extent possible, consistent with the purposes of this Law.	--Expand to require the taking account of and respect for customary land rights as private land rights, whether deeded or not. (add similar provision for Forest Management Contracts?)	Amend	In awarding a Timber Sale Contract under Subsection (i) of this Section, the Authority shall: (i) Take into account the terms of any existing contract, deed, or similar instrument pertaining to the ownership or management of the Forest Land, whether part of Public Land, Government Land, Customary Land, and Private Land to be affected by the Timber Sale Contract, and (ii) Respect established contractual, personal property, and land rights, whether related to Public Land, Government Land, Private Land or Customary Land, if any, under these instruments to the greatest extent possible, consistent with the purposes of this Law.
5.5(c)(vi) (persons may get permission to harvest small amounts of timber for local use)	Harvest of small amounts of Timber for local use within the County or community	--Communities need permission to harvest their own forest resources for their own use? Contrary to the Land Rights Policy.	Amend	Harvest of small amounts of Timber on Private Land or Public Land for local use within the County or community
5.5(e) (Forest Use Permit requirements)	Forest Use Permits must fall under one of the following categories: (i) Single permits, which the Authority issues upon application by qualified Persons and which are limited in duration to no more than two years, (ii) General permits, which the Authority issues in a Regulation and which any	--N/A	No Change	N/A

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
	qualified Person may then use, although the terms of the permit may require that the Person register, give notice, or take other steps as a condition of using the permit.			
5.5(f) (classes of persons to get Forest Use Permits)	The Authority shall, by Regulation, restrict issuance of Forest Use Permits to specific classes of Persons, such as subsistence farmers, forest-dependent communities, residents of a particular county or district, academic researchers, artisans, and Persons undertaking tourism, eco-tourism, and similar Conservation-based activities.	--Delete reference to subsistence farmers and forest-dependent communities because they now own their land and forest no need for them to apply for permission to use resources that they own as private owners	Amend Permits to such classes of Persons, such as academic researchers, artisans, and Persons undertaking tourism . . .
5.5(h) (No harvesting under Forest Use Permit on private land without permission of landowner)	No Person shall harvest Forest Resources on private land under a Forest Use Permit without the Land Owner's permission.	--Expressly state that Forest Use Permits shall not be granted for Customary Land --mention that Private Land is that which is defined and recognized in the Land Rights Law	Amend/Add	No Person shall harvest Forest Resources on Private Land under a Forest Use Permit without the Land Owner's permission. No Person shall harvest Forest Resources on Customary Land under any circumstances.
5.6(a) (No commercial use on private land without permission of landowner)	No Person shall undertake Commercial Use of Forest Resources on private land without satisfying the requirements of this Section.	N/A (only minor change of capitalizing "private land")	No Change	No Person shall undertake Commercial Use of Forest Resources on Private Land without satisfying the requirements of this Section.
5.6(b) (if commercial use covered by Forest Use Permit must comply with those requirements and have permission of landowner)	If the Commercial Use is covered under a Forest Use Permit that the Authority has issued under Section 5.5 of this Law, the Person must be in compliance with the Forest Use Permit and must have the permission of the Land Owner.	N/A	No Change	N/A
5.6(c) (if commercial use not covered by	If the Commercial Use is not covered under a Forest Use Permit that the Authority has issued under Section 5.5 of this Law: (i) If the Person is not the Land Owner, the	N/A	No Change	N/A

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
Forest Use Permit and the person is not the landowner, must have permission of landowner)	Person must have permission from the Land Owner in writing			
5.6(d) (Private Use Permit requirements)	The Authority shall attest to a Private Use Permit only if all of the following conditions are satisfied: (i) the applicant is the Land Owner or the applicant has written permission from the Land Owner to undertake the Commercial Use, (vi) The applicant and the Land Owner commit in writing to a social agreement that shall be attested to by the Authority and that defines benefits and access rights for local forest-dependent communities.	---Expressly state that Private Use Permits shall not apply to Forest Resources on Customary Land as defined and recognized under the Land Rights Law --Clarify what mean by local forest-dependent communities or amend so it mentions neighboring communities (and define communities to mean those who own and use and manage Customary Land)	Amend	The Authority shall attest to a Private Use Permit only if all of the following conditions are satisfied: (i) the applicant is the Land Owner or the applicant has written permission from the Land Owner to undertake the Commercial Use, (vi) The applicant and the Land Owner commit in writing to a social agreement, in the form of prior, free, and informed consent of affected communities.
5.6(g) (no operations on private land in violation of Forest Management Guidelines and Code of Forest Harvesting Practices)	No Person shall conduct Operations on private land in violation of the Forest Management Guidelines or the Code of Forest Harvesting Practices that the Authority adopts under Section 8.1 of this Law.	--Clarify definition of Private Land as that under the Land Rights Law (can do this in the definitions section) --Make private land all capitals	No Change	No Person shall conduct Operations on Private Land in violation of the Forest Management Guidelines or the Code of Forest Harvesting Practices that the Authority adopts under Section 8.1 of this Law.
5.6(h) (no operations on private land inconsistent with land management plan or operations plan)	No Person shall conduct Operations on private land that are inconsistent with the land management plan required under Subsection (d) of this Section or the annual Operations plan required under Subsection (f) of this Section.	--Same as above	Amend	No Person shall conduct Operations on Private Land that are inconsistent with the land management plan required under Subsection (d) of this Section or the annual Operations plan required under Subsection (f) of this Section.

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
5.7(a) (if holder of PUP fails to pay stumpage fee)	If the Holder of a Private Use Permit fails to pay any stumpage or Forest Products fees that the Authority assesses under a Private Use Permit, the Government may seek the fees from the Land Owner, and the Land Owner has a right to be indemnified by the Holder.	N/A	No Change	N/A
5.7(b) (FDA may assess land rental fees)	Regarding land rental fees under Section 14.2(b)(ii) of this Law, the Authority may assess these fees if directly tied to services, such as permit administration, however the Authority shall not assess Land Owners or Holders or Private Use Permits area-based land rental fees.	N/A	No Change	N/A
5.7(c) (stumpage fees on private lands when forest resources have been artificially regenerated)	Regarding stumpage fees under Section 14.2(b)(i), on private lands where Forest Resources have been artificially regenerated, The Authority shall reduce the stumpage fees by fifty percent, and on private lands where Forest Resources are not artificially regenerated, the Authority shall assess stumpage fees at the same rates as on public lands	--Define Private Land and Public Land in definitions section	No Change	N/A
5.7(d) (forest product fees)	Regarding Forest Products fees under Section 14.2(b)(iii) of this Law, the Authority shall assess fees for Forest Products harvested on private lands at the same rates as for Forest Products harvested on public lands	--Same as above	No Change	N/A
8.1(c) (no activities on public or private Forest Land in violation of Guidelines or Code)	No Person shall conduct activities on public or private Forest Land in violation of the Guidelines or Code.	--Same as above	No Change	N/A
8.2(b) (Government not to grant title over Forest Land to private parties without public notice and written	The Government shall not grant title over Forest Land to private parties without giving public notice, allowing 60 days opportunity for public comment, and obtaining written approval from the Authority	--FDA involvement in land titling? What is the definition of "private parties"?	Amend/Repeal?	

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
approval)				
8.2(c) (No class B or Class C mining licenses in protected areas or proposed protected areas)	The Government shall not grant Class B or Class C Mineral Rights in Protected Areas or Proposed Protected Areas	--Definition of Protected Area and link to Government Protected Areas and Customary Protected Areas	No Change	N/A
8.2(d) (conditions for granting Class A mining licenses on national forests or proposed protected areas)	The Government shall not grant Class A Mineral Rights in National Forests or Proposed Protected Areas unless . . .	--Same as above	No Change	N/A
8.3(b) (identification and protection of wetlands)	The Authority shall identify and protect Wetlands and areas with fragile soils on Forest Lands, and require every Holder to identify and protect Wetlands and areas with fragile soils where that Holder is conducting Operations.	N/A	No Change	N/A
8.5(b) (no destruction of trees on public land without FDA written consent)	No Person shall destroy, trim, prune, or fell a tree on public land in a municipality without written consent of the Authority.	--Change so it includes Government Land and not Public Land? Why a municipality? I do not understand the FDA's role here. As written this would bar MCC from cutting down a tree in downtown Monrovia without first getting approval from the FDA	Amend/Repeal?	
Ch. 9 (Forest Area Networks)	Forest Area Network	--Clarify definition of Protected Areas in Land Rights Policy	No Change	N/A
9.3(a) (description of boundaries required for forest area network)	"description of boundaries"	--Consider clarifying	Amend	
9.3(d) (summary)	A summary of any consultations held with Government	--Revise to it reads something like affected	Amend	A summary of any consultations held

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
of consultations required for forest area networks)	agencies and Persons affected by the proposed establishment, and especially the view of local communities	Communities (and definition section makes clear that talking about Customary Land)		with Government agencies and Persons affected by the proposed establishment, and especially the view of affected communities
9.6 (boundaries of national forests, national parks, nature reserves, or strict nature reserves to be identified within 1 year of their establishment)	within one year of the establishment of a national forest, national park, nature reserve, or strict nature reserve, the authority shall clearly mark the boundary between the established Protected Area and the surrounding lands	--Getting it backwards: you identify it precisely along with surrounding lands and adjudicate all claims then establish it	Amend	
9.7 (sale or boundary modification prohibited for national forests, national parks, nature reserves, or strict nature reserves)	No National Forest, National Park, Nature Reserve, or Strict Nature Reserve shall be abolished or alienated, nor shall its boundaries be modified, except by act of the Legislature, following consultation with the Authority	N/A	No Change	N/A
9.9 (FDA to identify communal forests in forest area network)	The Authority shall, by Regulation, identify and establish within the Protected Forest Area Network . . . Communal Forests	--Rework definition of Communal Forests (see above)	Amend	
9.10(a) (FDA to issue regulations regarding Protected Forest Areas in consultation with	The Authority shall, in consultation with local communities, Counties, and other local authorities, issue Regulations governing activities in Protected Forest Areas.	--Change local communities to affected Communities	Amend	The Authority shall, in consultation with affected communities, Counties, and other local authorities, issue Regulations governing activities in Protected Forest Areas.

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
communities)				
9.10(b)(ii) (only management and non-consumptive action permitted in national parks and nature reserves)	No Person shall (ii) In a National Park, Nature Reserve . . . take any other action except those for management or non-consumptive uses, such as tourism, recreation, and research	N/A	No Change	N/A
9.10(b)(iii) (prospecting, mining, farming or extraction of timber for commercial use prohibited on communal forests)	No Person shall . . . In Communal Forests, prospect, mine, farm, or extract Timber for Commercial Use.	--Definition of communal forest needs to be reworked or deleted --Needs to be revised in light of Community Rights Law	Amend/R epeal?	
9.10(c) (FDA to undertake efforts to provide alternative livelihoods for affected communities)	The Authority shall, in collaboration with local communities, non-governmental organizations, and interested international organizations, undertake efforts to provide alternative livelihoods for communities adversely affected by the establishment or maintenance of Protected Forest Areas.	--Definition of communities --What is a local community? Affected community?	Amend	The Authority shall, in collaboration with Communities, non-governmental organizations, and interested international organizations, undertake efforts to provide alternative livelihoods for communities adversely affected by the establishment or maintenance of Protected Forest Areas.
10.1(a) (FDA to ensure local communities are fully engaged in sustainable management of forests)	To manage natural resources based on principles of Conservation, Community, and Commercial Forestry, and to ensure that local communities are fully engaged in the sustainable management of the forests of Liberia, the Authority shall by Regulation grant to local communities user and management rights, transfer to them control of forest use, and build their capacity for sustainable forest	--same as above --The FDA should not be granting them user rights, they own the forest now	Amend	To manage natural resources based on principles of Conservation, Community, and Commercial Forestry, and to ensure that communities are fully engaged in the sustainable management of the forests of Liberia, the Authority shall by

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
	management.			Regulation facilitate communities' capacity for sustainable forest management.
10.1(b) (minimum requirements for regulations under this statute)	Regulations promulgated under this Chapter must, at a minimum: (i) Specify rights and responsibilities of communities with respect to ownership and uses of Forest Resources, (ii) Establish mechanisms to promote informed community participation in forest-related decisions, (iii) Create a framework that allows a communities fair access to Forest Resources, (iv) Establish social, economic, and technical procedures for capacity building to ensure that communities can equitably participate in and equitably benefit from sustainable management of the forests.	--Revise significantly because most of this is covered by the Community Rights Law and the regulations about community use of Forest Resources fall under that statute --FDA should not be regulating about community ownership of forest resources because that is covered by the Land Rights Law	Amend	
11.3 (no landowner or occupant may bar operations under FDA issued license)	Where the Government has granted permission for the use of Forest Resources, no Land Owner or Occupant has a right to bar that use; however, the Land Owner or Occupant shall be entitled to just, prompt, and adequate compensation for any diminution in the value of his property occasioned by the use	--Needs to be completely reworked so that it reads the Government may not grant permission for forest use on Customary or Private Land without the permission of the owner or occupant --If permission is not forthcoming then the Government may seek to acquire the land through eminent domain in accordance with the Land Rights Law. (i.e. as the Policy makes clear, the government does not own the forest)	Amend	
11.4 (if land owner or occupant refuses to grant permission Holder may petition the FDA)	(a) If a Land Owner refuses to grant permission to the Holder of a Forest Resources License to conduct Operations, the Holder may petition the Authority to intervene, setting forth all relevant facts and circumstances, including any financial offers made to the Land Owner or Occupant. (b) The Authority shall, by Regulation, establish appropriate procedures for the hearing and determination of these petitions.	--Language is nearly identical to that found in the Minerals and Mining Law and needs to be changed in the same way as the proposed changes to that law --Amend significantly so that if the landowner or occupant refuses to consent to mining operations the Government may exercise its constitutional eminent domain power in accordance with the procedures and protections outlined by the Land Rights Law. --Make the petition subject to the Freedom of Information Act	Amend	In the event of the refusal of a Land Owner or Occupant to grant permission to the Holder of a Forest Resources License to conduct Operations, the Holder may petition the Authority to intervene, setting forth all relevant facts and circumstances including any financial offers made to such Land Owner or Occupant. The Authority shall provide the refusing Land Owner or Occupant

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
				with a copy of the Holder's petition and such petition shall be a public document under Section 2.6(8) of the Freedom of Information Act. The Authority shall, by Regulation, establish appropriate procedures for the hearing and determination of such petitions. At the conclusion of the hearing the Government may exercise its eminent domain power with respect to the land rights of the refusing Land Owner or Occupant in accordance with the Land Rights Law and regulations issued pursuant thereto.
12.1 (Government use of infrastructure installed on forest land by holder)	The Government and third parties may use infrastructure of any kind installed or developed on Forest Land by the Holder of a Forest Resources License if: (i) The use does not hinder or interfere with the Holder's operations; and (ii) The user provides the Holder with fair compensation when appropriate	--Fair compensation, need to make consistent with our eminent domain policy	Amend	The Government and third parties may use infrastructure of any kind installed or developed on Forest Land by the Holder of a Forest Resources License if: (i) The use does not hinder or interfere with the Holder's operations; and (ii) the use is pursuant to mutual agreement between the user and the Holder or, in the case of Government use that constitutes expropriation, the Government provides the Holder with just compensation in accordance with the Land Rights Law.
12.2(b) (Government to compensate for damages)	The Government compensates Persons for any damages caused, including property damage, lost profits, and other economic losses	--Make consistent with eminent domain policy	Amend	The Government provides just compensation to Persons for any damages caused, including property damage, lost profits, and other economic losses in accordance with the Land Rights Law
12.3(a) (all fixed	All fixed assets installed by Holders on Government-owned	--Clarify what is meant by Government-	Amend	All fixed assets installed by Holders

Forestry Reform Law of 2006				
Section	Current Language	Issue(s)	Action	Proposed Language
assets installed by Holders become government property)	Forest Land become the property of the Government upon termination of rights under a Forest Resources License.	owned Forest Land?		on Public Land become the property of the Government upon termination of rights under a Forest Resources License.
14.2(e)(ii) (thirty percent of land rental fees to go to communities)	Thirty percent of land rental fees to communities entitled to benefit sharing under Forest Resources Licenses	--necessary given that community's land (i.e. Customary Land) is governed by Community Rights Law?	???	???
14.2(f) (FDA to establish fair and transparent procedure for allocating fees to communities)	The Authority shall by Regulation establish a fair and transparent procedure for allocating fees to communities and to Counties under Subsection (e) of this Section.	--Same as above	???	???
18.11 (FDA permission to use Forest Land subject to existing rights of other Persons)	When issuing permission to use Forest Land or to harvest or use Forest Resources, the Authority shall make such permissions subject to the existing rights of other Persons	--Strengthen so it is crystal clear that the FDA cannot issue licenses on Private Land or Customary Land without the consent of the owners or occupants	Amend	When issuing permission to use Forest Land or to harvest or use Forest Resources, the Authority shall make such permissions subject to the existing rights of other Persons. The Authority shall not issue permission to use Forest Land or to harvest or use Forest Resources on Customary Land pursuant to this law.

Investment Act of 2010				
Section	Current Language	Issue(s)	Action	Proposed Language
2.1 (definition of business organization)	Business organization means any organization established an/or registered under the law applicable in Liberia for the purpose of carrying on a lawful business	N/A	No Change	N/A

Investment Act of 2010				
Section	Current Language	Issue(s)	Action	Proposed Language
2.9 (definition of expropriation)	Expropriation means the nationalization, condemnation, requisition, excessive or repetitive tax, or regulatory measures which have a confiscatory effect, either alone or in the aggregate, of a condemnation or requisition of an investment by the Government.	--Conform with Land Rights Law section on eminent domain	No Change	N/A
2.13 (definition of government)	Government means the Government of the Republic of Liberia	N/A	No Change	N/A
2.19 (definition of own)	Own in relation to an enterprise, includes the holding of any proprietary interest in the enterprise	N/A	No Change	N/A
2.22 (definition of State)	State means the Republic of Liberia	N/A	No Change	N/A
7.2 (requirements for expropriation)	There shall not be any expropriation of an enterprise to which this Act applies by the State unless the expropriation is in the national interest for a public purpose, is the least burdensome available means to satisfy that overriding public purpose, is made on a non-discriminatory basis, in accordance with due process of law, and is under a law which makes provision for—(a) payment of fair compensation; and (b) a right of access to the Civil Law Court or any court of competent jurisdiction for the determination of the Investor’s interest or right and the amount of compensation to which he is entitled, which compensation shall be fair market value.	--Conform with Land Rights Law section on eminent domain with one exception, when it comes to land rights allow for alternative dispute resolution	No Change	N/A
7.3 (compensation to be paid without undue delay)	Any compensation payable under this section shall be paid without undue delay and, in the event of any currency exchange controls, authorization for its repatriation in freely convertible currency, where applicable, shall be issued.	--Conform with Land Rights Law section on eminent domain	No Change	N/A
7.4 (compensation to be equal to fair market value)	Compensation payable for any expropriation shall be equal to the fair market value of the property that is the subject of such action, taken as a whole. Fair market value shall be determined – (a) without regard to the impact of the proposed action on the value of the property that is the	--Conform with Land Rights Law section on eminent domain	No Change	N/A

Investment Act of 2010				
Section	Current Language	Issue(s)	Action	Proposed Language
	subject of such action, and (b) just prior to the time that the proposed action was announced or became generally anticipated in the marketplace, whichever is earlier.			
7.5 (fair market value may be determined by other means)	The Government and the person whose property is lawfully designated for expropriation may determine fair market value of the expropriated property by other agreed means.	--Same as above	No Change	N/A

Local Governance Decentralization Act of 2012²⁹				
Section	Current Language	Issue(s)	Action	Proposed Language
1.6 (definitions of chief, chiefdom, clan, clan chief, paramount chief, town, town chief, traditional authority, traditional chief, traditional leader)	Chief: an elected administrative and traditional head of a chiefdom, clan and town.	N/A	No Change	N/A
1.6	Chiefdom: a demarcated and delineated land area claimed and settled primarily by a group of people who, while insisting to be unique in dialect, culture, customs, values, and social practices, do respect and adhere to the principle of togetherness, peace, and harmony in the diversity of families, customs, values, and social practices – all co-existing and equally sharing in the blessing and woes of the said demarcated area.	Not the best definition but not implicated by the Land Rights Policy/Law	No Change	N/A
1.6	Clan: a demarcated and delineated sub-area of a chiefdom designated by the people of the chiefdom to acknowledge	N/A	No Change	N/A

²⁹ Not yet enacted. By its own terms it is to “take effect concomitantly with the coming into force of the Liberian Constitution as shall be amended in any future referendum.” Ch. 18.

Local Governance Decentralization Act of 2012 ²⁹				
Section	Current Language	Issue(s)	Action	Proposed Language
	certain traditional norms which promote socio-political harmony and balanced economic development of the chiefdom.			
1.6	Clan Chief: a prominent elected head of a group of chiefs within the clan.	N/A	No Change	N/A
1.6	Paramount Chief: the prominent head of a group of chiefs in chiefdom.	N/A	No Change	N/A
1.6	Town: a sub-area of a clan with a minimum population of one hundred and eighty (180) family households, having a minimum of seven (7) persons per household; and recognized by the people of the a clan and managed by a Town Chief of said town to assist the Clan Chief in administering the affairs of the clan.	--Possible conflict between community legal entities under the Land Rights Policy and the language “assist the Clan Chief in administering the affairs of the clan.”	???	
1.6	Town Chief: a title which, for the purpose of chieftaincy administration, is conferred on the head of a town.	N/A	No Change	N/A
1.6	Traditional Authority: a person who commands moral influence on members of a tribe.	--Use of the term tribe is a possible issue but not affected by the Land Rights Policy/Law	No Change	N/A
1.6	Traditional Chief: a person who is elected as a paramount or clan chief.	N/A	No Change	N/A
1.6	Traditional Leader: a person who is recognized and revered as possessed of knowledge and wisdom sufficient to serve as custodian and protector of tribal values, customs, and customary rituals of a given tribe.	--“tribal values” and “tribe” is a possible issue but not affected by the Land Rights Policy/Law	No Change	N/A
7.5(a) (Administrative District Commissioner to supervise paramount chiefs)	The Administrative District Commissioner shall be the principal administrative officer of the district and representative of the Superintendent in the district. She/he shall exercise such authority as shall be prescribed by the Superintendent and perform the following duties: (a) Supervise Paramount Chiefs;	--Clarify relationship to community legal entities	???	
7.6 (general authority of traditional chiefs)	In order to empower traditional chiefs, and enhance their authority to perform more effective roles in the administration of local governance, the following shall constitute general duties and responsibilities for the positions of paramount, clan and town chiefs: (a) Organize regular town hall meetings to encourage dialogues and minimize potential conflicts of any nature in	--Same as above	???	

Local Governance Decentralization Act of 2012 ²⁹				
Section	Current Language	Issue(s)	Action	Proposed Language
	<p>their jurisdictions;</p> <p>(b)Serve as advocates of the values, cultures and traditions of their jurisdictions; and</p> <p>(c)Promote national peace, unification and integration through inter-tribal and inter-ethnic relations in their communities regardless of tribe, religious belief or political affiliation.</p>			
7.7.1 (authority of traditional chiefs to include land dispute resolution, making and enforcing by-laws, and holding land in trust)	<p>A chieftom council, in cooperation with the local council, shall perform functions specified in this Act, and shall have the following responsibilities:</p> <p>(a)maintain law and order in the chieftom, and preventing commission of offences</p> <p>(b)undertake conflict prevention and resolution programs, especially over land disputes</p> <p>(c)make and enforce by-laws</p> <p>(d)undertake functions delegated by the county and district councils</p> <p>(e)hold land in trust for the people of the chieftom</p> <p>(f)custodians of culture, custom and tradition</p> <p>(g)mobilize own source revenue</p> <p>(h)prepare the chieftom budget and account for chieftom revenues and expenditure to the people</p>	<p>--Same as above</p> <p>--Some of these provisions are especially problematic. Chiefs with administrative/quasi-governmental authority is one thing, but subsections (b), (c), and (e) could easily be interpreted to vest them with control over the customary land and thus limit the flexibility of the Land Rights Law/Policy. The chiefs could regard themselves as the representative/decision-making authority of the community with regards to land undermining our community empowering/ownership policy recommendations.</p>	???	
7.7.4(b) (traditional chiefs to record relevant information for facilitation of tribal certificates)	<p>Paramount Chiefs, Clan Chiefs and Town Chiefs shall:</p> <p>(b)Regularly record all relevant information on forms provided in advance by county government; and shall forward same to county headquarters to facilitate issuance of birth and death certificates, traditional marriage certificates, registration of traditional herbalists, and tribal certificates for land titles.</p>	<p>--Remove reference to tribal certificates when repeal Public Lands Law (unless decide to retain TCs as a legal instrument of some kind).</p>	Amend	
7.8(g) (Paramount Chief functions include any function directed by Administrative	<p>She/he shall perform the following specific duties: (g) Carry out any other functions as may be directed by the Administrative District Commissioner.</p>	<p>--Clarify relationship to community legal entities/self-defining communities</p> <p>--“Any other function” needs to be limited to some extent by the Land Rights Policy/Law</p>	???	

Local Governance Decentralization Act of 2012 ²⁹				
Section	Current Language	Issue(s)	Action	Proposed Language
District Commissioner)				
7.9(f) (Clan Chief functions to include any other function as may be directed by the Paramount Chief)	She/he shall perform the following specific duties: (f) Carry out any other functions as may be directed by the Paramount Chief.	--Same as above	???	
7.10(e), (f) (Town Chief functions to include any other functions designated by Superintendent)	She/he shall perform the following specific duties: (e) Resolve land boundaries disputes in the town in consultation with the elders; (f) Any other functions designated by the Superintendent.	--Same as above	???	
16.2 (chiefdom definition)	A “Chiefdom” shall refer to a locality or demarcated land area comprising not less than three (3) clans. A Chiefdom shall be headed by a Paramount Chief. It shall comprise of a group of people who, while insisting to be unique in language, culture, customs, values and social practices, do respect the diversity of the Republic; and adhere to the principle of togetherness, peace, harmony and the diversity of families, customs, values and social practices with all peacefully co-existing.	N/A	No Change	N/A
16.2.2 (upon passage of law chiefdoms refer to original traditional chiefdom structures existing before 1980)	Immediately upon passage of this Act, Chiefdoms in the Republic of Liberia shall refer to the original traditional chiefdom structures existing before 1980.	--If going back to the pre-1980 situation, that strongly suggests combining control of land and administrative authority in the chiefs, undermining Customary Land section of Land Rights Policy/Law	???	
16.3 (definition of	A “clan” shall refer to a locality or sub-territory of a chiefdom comprising not less than seven (7) towns. A Clan	N/A	No Change	N/A

Local Governance Decentralization Act of 2012 ²⁹				
Section	Current Language	Issue(s)	Action	Proposed Language
clan)	shall be headed by a Clan Chief. It shall comprise of a group of people who while sharing language and certain cultural norms, customary practices, social values and local traditional practices, do respect the diversity of families, which provide a basis for socio-economic development, peace, political and social harmony within the chiefdom.			
16.45 (definition of town)	A “Town” shall refer to a locality or demarcated cluster of human settlements, and family quarters having not less than A Town shall comprise not less than one hundred and eighty (180) family heads or households having s minimum of seven (7) members per household. A “family” shall refer to all persons who feed from the same pot or fire hearth. A town shall be headed by a Town Chief. It shall comprise of a group of people who while sharing certain cultural norms, customary practices, social values and local traditional practices, do respect the diversity of families, which provide a basis for socio-economic development, peace, political and social harmony within the chiefdom.	“feed from the same pot or fire hearth”??? Not exactly the best legal definition but not implicated by Land Rights Policy/Law	No Change	N/A
16.7.1 (right of cities to own real property)	Cities shall have the right to sue and be sued; invest in and own real property; levy taxes, fees and dues on its inhabitants from which the city shall fund its budget, without prejudice to taxes, fees and other charges imposed by the county and national government.	--Clarify real property means Government Land	Amend	Cities shall have the right to sue and be sued; invest in and own land as Government Land; levy taxes, fees and dues on its inhabitants from which the city shall fund its budget, without prejudice to taxes, fees and other charges imposed by the county and national government.

Minerals and Mining Law of 2000				
Section	Current Language	Issue(s)	Action	Proposed Language
1.3(d) (definition of Building and Industrial Material/s)	Building and Industrial Mineral/s shall mean barite, basalt, clay, dolomite, feldspar, gabbro, granite, gravel, gypsum, laterite, limestone, mica, magnesite, marble, phosphate rock, sandstone, beach sand, slate and falc when mined for use in Liberia for agricultural, building, road-construction or industrial purposes and includes such other Minerals and	--Revise so some of these elements are removed, such as clay, gravel, beach sand. As worded it is extremely broad and as Knight pointed out, could be interpreted to acquire ownership rights of the land itself. --Consider repealing completely so that later	Amend/Repeal?	

Minerals and Mining Law of 2000				
Section	Current Language	Issue(s)	Action	Proposed Language
	aggregates of Minerals as the Minister of Lands, Mines, & Energy may from time to time declare by notice published in the Official Gazette of the Republic of Liberia to be Building and Industrial Minerals.	the MLME cannot decide to regulate sand, clay, etc. and thus implicitly the land on which they are found.		
1.3(t) (definition of Government)	Government shall mean the Government of the Republic of Liberia and all branches, subdivisions, instrumentalities, authorities and agencies thereof.	N/A	No Change	N/A
1.3(x) (definition of Land)	Land shall mean any land in the Republic including any creeks, streams, rivers or bodies of water (and their residue) contained on or within all such land.	N/A	No Change	N/A
1.3(y) (definition of Landowner)	Landowner shall mean a person who owns land by legal title	--Amend to include owner of Private Land and Customary Land	Amend	Landowner shall mean a person who owns Private Land or Customary Land as defined and recognized in the Land Rights Law.
1.3(ee) (definition of Mineral)	Mineral shall mean a naturally occurring element or compound having an orderly internal structure and characteristic chemical composition, crystal form, and physical properties, formed by or subject to a geological process and including Building and Industrial Minerals, but not including hydrocarbons.	--Amend to conform with Land Rights Law definition of Minerals/Mineral Resources	Amend	
1.3(mm) (definition of Occupant of Land)	Occupant of Land shall mean any person who is in lawful possession of real property.	--Specify "real property" to mean Private Land or Customary Land	Amend	Occupant of Land shall mean a person who is in lawful possession of Private Land or Customary Land as defined and recognized in the Land Rights Law.
1.3(rr) (definition of Person)	Person shall mean an individual, partnership, joint venture, association, corporation, cooperative, trust, estate, un-incorporated entity, government or state and any branch, sub-division, instrumentality authority or agency of any government or state	--Expand to expressly include communities whether or not they have formed a legal entity under the Land Rights Law.	Amend	Person shall mean an individual . . . estate, un-incorporated entity, community, community legal entity formed pursuant to the Land Rights Law, government or state
2.1 (extent of Government mineral rights)	Minerals on the surface of the ground or in the soil or subsoil, rivers, streams, watercourses, territorial waters and continental shelf of Liberia are the property of the Republic and anything pertaining to their Exploration, Development, Mining, and export shall be governed by this Law.	--Reduce scope so is equal to that found in the Constitution	Amend	Minerals on or beneath any land or any lands under the seas and waterways are the property of the Republic.
5.3(o) (right of	That the Holder shall have the right to add to the	--Specify what is an unencumbered area	Amend	That the Holder shall have the right to

Minerals and Mining Law of 2000				
Section	Current Language	Issue(s)	Action	Proposed Language
Holder to expand exploration area)	Exploration Area any unencumbered areas that have geological relationship to adjoining Exploration or Production Areas. This additional area shall not exceed twenty (20) percent of the original Exploration Area granted.			add to the Exploration Area any Public Land, as defined and recognized in the Land Rights Law, that has a geological relationship
9.2 (mineral rights issued subject to existing land rights)	Mineral Rights are always issued subject to existing rights of other Persons in the lands subject to such Mineral Rights.	--Expressly mention ownership rights of Customary Land and Private Land --Require prior, free, and informed consent/consultation? (the land surface rights policy uses consultation—but this changes once ownership of the land is acknowledged) of Private Land and Customary Land owners	Amend	Mineral Rights are always issued subject to prior, free, and informed consent of Persons with rights in the lands subject to such Mineral Rights, including, but not limited to, Customary Land and Private Land ownership rights.
10.1 (mineral rights not to be granted in cities, commonwealth districts, municipal districts, cemeteries, transportation or communication facilities for public purposes)	Mineral Rights shall not be granted with respect to any lands located within the boundaries of any cities, commonwealth districts, municipal districts, cemeteries, transportation or communication facilities for public purposes, except with the consent of the officials authorized to administer or control the affairs of such entities, and subject to such special terms and reasonable conditions as may be prescribed for the protection of surface users.	--Expressly mention the ownership rights of Customary Land and Private land --Require prior, free, informed consent/consultation	Amend	Mineral Rights shall not be granted with respect to any lands located within the boundaries of any cities . . . and subject to the prior, free, informed consent of Persons with rights in the lands subject to such Mineral Rights, including, but not limited to, Customary Land and Private Land ownership rights.
11.1 (rights of landowners and occupants of land governed by this chapter)	The rights of Landowners and Occupants of Land affected by the granting of Mineral Rights shall be governed by this chapter.	N/A	No Change	N/A
11.2 (no landowners or occupants to explore or mind land except	No Landowners or Occupants of Land shall undertake any Exploration or Mining on such Land except pursuant to this Law.	N/A	No Change	N/A

Minerals and Mining Law of 2000				
Section	Current Language	Issue(s)	Action	Proposed Language
pursuant to this law)				
11.3 (Government's mineral rights supersede land rights)	The Government's right as owner of Minerals in the Republic of Liberia are absolute and supersede the rights of any Landowners or Occupants of Land in respect of the Exploration or Mining of Minerals, provided that such Landowner or Occupants of Land shall be entitled to just, prompt and adequate compensation for any diminution in the value of Land caused by disturbance, disfigurement or other factors occasioned by the Government's exercise of its rights.	--Narrow considerably. This idea of a supreme right is not in the Constitution, but rather as the Land Surface Rights Policy recognizes, land rights and mineral rights must be balanced as both kinds of rights are expressly protected in the Constitution. --Also reference Land Rights Law section on eminent domain	Amend	The Government's right as owner of Minerals in the Republic of Liberia must be harmonized with the rights of any Landowners or Occupants of Land in respect of the Exploration or Mining of Minerals, such that Landowners or Occupants of Land are entitled to prior, free, and informed consent and compensation in accordance with the Land Rights Law and regulations issued pursuant thereto.
11.4 (legal owner or lawful occupant has right of first refusal for class A and B mining licenses)	The legal owner or lawful occupant of property on which minerals are discovered shall be entitled to a right of first refusal in any application for obtaining class A or Class B Mining Licenses as against any third party or parties.	--Remove legal as modifier of owner and lawful modification of occupant because dealt with in the definition of Occupant --Clarify what is meant by right of first refusal	Amend	The owner or occupant of land, whether Customary Land or Private Land, on which minerals are discovered shall be entitled to a right of first refusal in any application for obtaining class A or Class B Mining Licenses as against any third party or parties.
11.5 (refusal of Landowner or Occupant of Land to allow Holder to conduct exploration or mining)	In the event of the refusal of a Landowner or Occupant of Land to permit the Holder of a Mineral Right to conduct Exploration or Mining, the Holder may petition the Ministry to intervene setting forth all relevant facts and circumstances including any financial offers made to such Landowner or Occupant of Land. The Minister shall, by Regulation, establish appropriate procedures for the hearing and determination of such petitions.	--Amend significantly so that if the landowner or occupant refuses to consent to mining operations the Government may exercise its constitutional eminent domain power in accordance with the procedures and protections outlined by the Land Rights Law. --Make the petition subject to the Freedom of Information Act	Amend/Add	In the event of the refusal of a Landowner or Occupant of Land to permit the Holder of a Mineral Right to conduct Exploration or Mining, the Holder may petition the Ministry to intervene setting forth all relevant facts and circumstances including any financial offers made to such Landowner or Occupant of Land. The Ministry shall provide the refusing Landowner or Occupant of Land with a copy of the Holder's petition and such petition shall be a

Minerals and Mining Law of 2000				
Section	Current Language	Issue(s)	Action	Proposed Language
				public document under Section 2.6(8) of the Freedom of Information Act. The Minister shall, by Regulation, establish appropriate procedures for the hearing and determination of such petitions. At the conclusion of the hearing the Government may exercise its eminent domain power with respect to the land rights of the refusing Landowner or Occupant of Land in accordance with the Land Rights Law and regulations issued pursuant thereto.

National Bureau of Concessions Act ³⁰				
Section	Current Language	Issue(s)	Action	Proposed Language
3(2) (national bureau of concessions is a legal entity)	The National Bureau of Concessions shall be an independent legal entity with perpetual succession and a common seal and may sue and be sued in its corporate name and shall have the capacity to: (a) exercise all powers and functions given to it under this Act; (b) own movable and immovable property; (c) enter into contracts and bring or defend legal actions in its own name, including the capacity to commence legal proceedings to enforce its rights or the obligations to it of third parties, to defend any claim against it, and to participate and represent itself in any arbitration or similar legal proceeding.	N/A (perhaps use as model for Land Rights Law definition of legal entity)	No Change	N/A

Private Wrongs Law				
Section	Current Language	Issue(s)	Action	Proposed Language

³⁰ Not enacted as of 10.21.12

Private Wrongs Law				
Section	Current Language	Issue(s)	Action	Proposed Language
10.1(1) (power of attorney can be used for real estate transactions)	The use of the following form in the creation of a power of attorney is lawful and, when used, it shall be construed in accordance with the provisions of this chapter: real estate transactions	--Change so cannot be used for transactions involving Customary Land (was abused in PUP scandal for collectively deeded land)	Amend	The use of the following form in the creation of a power of attorney is lawful and, when used, it shall be construed in accordance with the provisions of this chapter: Private Land transactions, as defined and recognized in the Land Rights law
10.1(2) (parties can use form other than the statutory form to grant power of attorney)	No provision of this chapter shall be construed to bar the use of any other or different form of power of attorney desired by the parties concerned.	N/A	No Change	N/A
10.2 (statutory power of attorney regarding real estate transactions)	In a statutory short form power of attorney, the language conferring general authority with respect to “real estate transactions,” must be construed to mean that the principal authorizes the agent . . . (a), (b) To sell, to exchange, to convey either with or without covenants, to quit-claim . . . (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts which the principal can do through an agent, with respect to any estate or interest in land. All powers described in this section shall be exercisable equally with respect to any estate or interest in land owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the Republic of Liberia or elsewhere.	--Same as above	Amend	In a statutory short form power of attorney, the language conferring general authority with respect to “Private Land transactions,” must be construed to mean that the principal authorizes the agent . . . (a), (b) To sell, to exchange, to convey either with or without covenants, to quit-claim . . . (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts which the principal can do through an agent, with respect to any estate or interest in Private Land. All powers described in this section shall be exercisable equally with respect to any estate or interest in Private Land owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the Republic of Liberia or elsewhere.

Property Law				
Section	Current Language	Issue(s)	Action	Proposed Language
1 (every instrument affecting or relating to real property to be probated)	Every instrument affecting or relating to real property shall be signed by the grantor if a deed poll, and by the parties thereto if an indenture, in the presence of at least two witnesses.	--Clarify/define "real property" to include all categories of Land Rights	Amend	Every instrument affecting or relating to Public Land, Government Land, Customary Land, and Private Land shall be signed by the grantor if a deed poll, and by the parties thereto if an indenture, in the presence of at least two witnesses.
2 (deed, mortgage, or other instrument requires 2 witnesses)	Probate of conveyance or mortgage "In order to be valid and probated, a deed, mortgage, or other instrument shall be witnessed by at least two witnesses"	--Same as above and delete mortgage b/c policy does not require 2 witnesses (unnecessary)	Amend	Probate of conveyance or mortgage "In order to be valid and probated, a deed, whether for Customary Land or Private Land, or other instrument shall be witnessed by at least two witnesses"
20 (lease to foreigner cannot be longer than an original term of 21 years plus two optional lease terms of 21 years)	A Liberian citizen shall not lease real estate to a foreign person or foreign concern for a term longer than twenty-one years; provided, however, that the provisions of this section shall not prevent a citizen from granting a foreigner or foreign concern a lease of real estate for two optional periods of twenty-one years each in addition to the twenty-one year period of a term uncertain, but for each additional term there shall be an increase of the rentals fixed for the term certain of not less than ten per cent. A lease agreement between a citizen and a foreigner contrary to the provisions of this section shall be voidable, and the lessee shall lose all benefits of such agreement and the lessor shall forfeit to the Government his rights and title to such real estate.	--Two rigid; amend so it's a more flexible, market-driven provision in the Land Rights Law --Leasing to a foreigner not a basis for reversion to the Government --Need to clearly define foreign citizen and foreign-owned business	Amend	A Liberian citizen shall not lease Public Land, Government Land, Customary Land, or Private Land, or any appurtenances to the land, to a foreign person or foreign concern for a term longer than twenty-one years; provided, however, that the provisions of this section shall not prevent a citizen from granting a foreigner or foreign concern a lease of land, or any appurtenances to the land, for two optional periods of twenty-one years each in addition to the twenty-one year period of a term uncertain, but for each additional term there shall be an increase of the rentals fixed for the term certain of not less than ten per cent. A lease agreement between a citizen and a foreigner contrary to the provisions of this section shall be voidable, and the lessee shall lose all benefits of such agreement and the

Property Law				
Section	Current Language	Issue(s)	Action	Proposed Language
				lessor shall forfeit to the Government his rights and title to such land or any appurtenances to the land.
20-A (leases to foreign businessmen and business concerns)	Leases to foreign businessmen and business concern	--Same as above	Amend	
31 (foreign lender can be mortgagee)	<p>Any foreign person may lend money to any Liberian citizen or Liberian private corporation or to any foreign corporation engaged in business in Liberia and the borrower or any person or corporation acting as surety or guarantor may give security to the foreign lender for the repayment of such loan and the interest accruing thereon, by mortgage, upon any real property or interest therein belonging to such borrower or to such surety or guarantor.</p> <p>Such a loan may be for such period and upon such lawful terms and conditions and shall bear such interest, simple or compound, not to exceed the legal authorized rate, as may be agreed upon by the parties.</p>	<p>--Same as above but exclude Customary Land from real property that can be mortgaged</p> <p>--Superseded in many ways by the UCC but could be seen as in addition to the UCC b/c dealing with foreign mortgagees, which the UCC does not address.</p>	Amend	<p>Any foreign person may lend money to any Liberian citizen or Liberian private corporation or to any foreign corporation engaged in business in Liberia and the borrower or any person or corporation acting as surety or guarantor may give security to the foreign lender for the repayment of such loan and the interest accruing thereon, by mortgage, upon Private Land, any appurtenances to the land or other interest therein belonging to such borrower or to such surety or guarantor.</p> <p>Such a loan may be for such period and upon such lawful terms and conditions and shall bear such interest, simple or compound, not to exceed the legal authorized rate, as may be agreed upon by the parties.</p>
32 (all suits, actions, and proceedings available to foreign mortgagee)	All suites, actions, proceedings and rights now or hereafter available to any other mortgage for the probate and registration of mortgages, the foreclosure of mortgages, and the recovery of the amount due thereunder or of any deficiency remaining after the foreclosure sale, shall be equally available to a foreign mortgagee, except the right to	--Same as above	Amend	All suites, actions, proceedings and rights now or hereafter available to any other mortgage for the probate and registration of mortgages, the foreclosure of mortgages, and the recovery of the amount due thereunder

Property Law				
Section	Current Language	Issue(s)	Action	Proposed Language
	bid in and acquire the mortgaged property at the foreclosure sale.			or of any deficiency remaining after the foreclosure sale, shall be equally available to a foreign mortgagee, except the right to bid in and acquire the mortgaged Private Land, or any appurtenances to the land, at the foreclosure sale.
33 (Republic of Liberia may secure mortgage made by foreign mortgagee)	A loan made and secured, as provided in section 31, may be further secured by the Republic of Liberia by the approval of such loan in writing by the Minister of Finance in substantially the following form	N/A	Repeal	N/A
34 (Government to cover foreign mortgagee loses if amount recouped after foreclosure sale not enough to repay loan)	If the net amount, if any, realized by the alien mortgagee upon the termination (whether successful or unsuccessful) of foreclosure proceedings on the mortgaged property shall be insufficient to repay the amount due upon the loan, plus accrued and unpaid interest, court costs, and taxes, if any, on the mortgaged property paid by the mortgagee, and if, within one year from the date of the judicial confirmation of the foreclosure proceedings, the mortgagee shall have been unable to recover the deficiency from the mortgagor, or from his surety or sureties, if any, then and in that event the Republic of Liberia shall forthwith pay to the mortgagee the amount still due and unpaid upon the mortgage debt, whether arising from principal, interest, taxes or costs. The Republic shall thereupon become subrogated to the right of the mortgagee to recover such deficiency from the mortgagor or from his surety	--Good reason for state intervention in the mortgage market? This does not seem feasible and thus even if the aim is to encourage foreign banks to issue mortgages I doubt very seriously many foreign banks will trust the Government to make good on their pledge to cover the loss and thus the policy aim is defeated.	Repeal	N/A
35 (disagreement about amount to be paid by Government to be settled pursuant to Civil Procedure Law)	Any differences which may arise as to the amount, if any, due from the Republic to an alien mortgagee under the provisions of this Act shall be determined by suit by the claimant pursuant to the provisions of section 66.1 through 66.6, inclusive, of the Civil Procedure Law (of the Liberia Code of Laws Revised).	--Same as above	Repeal	N/A

Property Law				
Section	Current Language	Issue(s)	Action	Proposed Language
36 (foreign corporation afforded same rights and benefits as domestic corporation)	A Corporation chartered by, or organized under the Laws of the Republic of Liberia of which more than fifty percentum (50%) of the voting stock is owned by an alien person or alien corporation shall be entitled to all the rights and benefits accorded a foreign corporation by this Act, and each reference in this Act to a foreign corporation, foreign lender, foreign mortgagor, alien mortgagee and alien person shall be deemed to refer also to any such foreign owned corporation.	--Superseded in many ways by the UCC	Repeal	N/A
Ch. 5 (foreclosure of mortgage when foreign mortgagee)	Foreclosure of Mortgage	--Same as above,	Repeal	N/A
Ch. 6 (partition of real property)	Partition	Superseded by Land Rights Law section on joint ownership of land	Repeal	N/A
Ch. 7 (admeasurement of dower)	Admeasurement of Dower	Superseded by Land Rights Law and revisions to Decedent Estates Law	Repeal	N/A

Public Health Law				
Section	Current Language	Issue(s)	Action	Proposed Language
51.41 (permit necessary before burial, cremation, or other disposition of remains)	Permit necessary before burial cremation or other disposition of remains.	N/A	No Change	N/A

Public Lands Law of 1973 (Repeal All)

Section	Current Language	Issue(s)	Action	Proposed Language
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Public Procurement and Concessions Act				
Section	Current Language	Issue(s)	Action	Proposed Language
2(28) (definition of entity)	Entity means a ministry, department, agency or county of the Republic of Liberia	N/A	No Change	N/A
2(39) (definition of Liberian Business)	Liberian Business means a private sector entity or firm organized under the laws of the Republic of Liberia and operating in Liberia that has 51% or more legal and beneficial ownership by Liberian citizens. For the purposes of this definition, a person is a beneficial owner of shares or other property if the person is entitled to receive all or substantially all the benefits of the ownership of the property, even though another person holds bare legal title to the property.	--Check against Investment Act of 2010 and conform with Land Rights law	No Change	N/A
2(46) (definition of person)	Person means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, business entity or any governmental body, organization or authority.	N/A	No Change	N/A
2(50) (definition of public interest)	Public Interest means the interest that will inure to the people of Liberia.	N/A (does not necessarily have to be the same definition as that in the Land Rights Law)	No Change	N/A
2(52) (definition of publish or publication)	Publish or Publication unless otherwise specified in this Act or in regulations adopted by the Commission, (a) when publication is required from an Entity, means placement of the relevant information in a newspaper of wide circulation in Liberia and posting the information on the web-site of the relevant Entity or, if the Entity lacks a web-site, on the website of the Commission, (b) when publication is required from the Commission or the Complaints, Appeal and Review Panel, means placement of the relevant information in a newspaper of wide circulation in Liberia and posting the information on the web-site of the Commission, and (c) when publication is required with respect to International Open Competitive Bidding, in	N/A	No Change	N/A

Public Procurement and Concessions Act				
Section	Current Language	Issue(s)	Action	Proposed Language
	addition to any publication required by (a) or (b), means placement of the relevant information in an international newspaper with adequate circulation to attract foreign competition			
73(1) (definition of concession)	Concession means the grant of an interest in a public asset by the Government or its agency to a private sector entity for a specified period during which the asset may be operated, managed, utilized or improved by the private sector entity which pays fees or royalties under the condition that the Government retains its overall interest in the asset and that the asset will revert to the Government or agency at a determined time. Under this Act, the term Concession shall include all its variants, including but not limited to the following: (a) Build/Refurbish/Modernize-Operate-Transfer, (b) Build/Refurbish/Modernize-Transfer-Operate, (c) Build-Refurbish-Modernize-Own-Operate-Transfer, (d) Build/Refurbish/Modernize-Own-Operate, (e) Joint Ventures: Where the Government/public entity shares investment, profits, losses and control of the operations of a facility with the private entity, (f) Partial Privatization: The partial disposal of Government interest to a private entity other than through the Stock Exchange. (g) Natural Resources: Grants of the right to exploit for private benefit a depleting or renewable asset of the state, such as the right to mine minerals, recover petroleum resources or develop and operate an agricultural plantation when the private entity is responsible for and bears the risk of the capital investment and operating costs of the project	--Need to amend definition of concession and natural resources because clear implication is that all forests may be a public asset as well as the land on which current agricultural concessions are operating. Need to change it so that it does not preclude the possibility that these things are public assets (i.e. they may reside on public land) but the agricultural and forest concessions currently operating are not on public land as the Land Rights Policy defines it.	Amend	

Real Property Tax Code				
Section	Current Language	Issue(s)	Action	Proposed Language
All	Use of the term real property	--Need to define it to make it clear we are talking about Private Land not Customary Land	Amend	
2000(2)(c) (tax on	Residential use. When such buildings and other	--Hut on Customary Land?	???	???

Real Property Tax Code				
Section	Current Language	Issue(s)	Action	Proposed Language
residential buildings and huts; tax on buildings/improvements on public land)	improvements are being used exclusively for residential purposes, a tax of one fourth of one percent of assessed value or L\$100 if it is a hut			
2000(2)(c)	Buildings and other improvements situated on public land. When any such building or other improvements are situated on public land owned	--Define Public Land consistent with Land Rights Law	Amend	
2009(a) (public land exempt from real property tax)	The following categories of real property shall be exempt from real property taxes ...all public lands, buildings or other improvements, including subsequent additions thereto, owned by the Government of the Republic of Liberia except to the extent set forth in paragraph (f) of section 1901	Change to include Public Land and Government Land as defined in the Land Rights Law.	Amend	The following categories of land shall be exempt from real property taxes ...all Public Lands, Government Lands, and buildings or other improvements, including subsequent additions thereto, owned by the Government of the Republic of Liberia except to the extent set forth in paragraph (f) of section 1901
2009(b) (properties owned by churches, religious societies, foreign and domestic missions, educational institutions, charitable organizations, and fraternal organizations exempt from real property tax)	All properties owned by churches, religious societies, and foreign and domestic missions, educational institutions, charitable organizations, and fraternal organizations; provided such properties are used for religious, educational, charitable, or fraternal purposes and not for profit; and provide [sic] further that such property is not rented or leased except [sic] to another organization whose property is exempt from real property taxes under this subsection and then only if the rental income is used exclusively for the aforesaid prescribed by the chapter and the tax is to be paid by the owner.	--Not sure what it means at the end "and the tax is to be paid by the owner" because if the land is rented for a charitable purpose and the rent is only used in furtherance of that charitable purpose, it would thus be exempt from the tax and the owner would not have the pay the tax --Perhaps it means to distinguish btw cases where the rental income is used for charitable purpose (no tax) and those when it is not (tax is to be paid by the owner)	Amend	
2009(c) (real	All properties used exclusively for religious, charitable or	--Clarify whether on Public Land,	Amend	All land used exclusively for religious,

Real Property Tax Code				
Section	Current Language	Issue(s)	Action	Proposed Language
property exempt from real property tax include properties exclusively used for religious, charitable or educational purposes)	educational purposes	Government Land, Customary Land, or Private Land		charitable or educational purposes, whether Public Land, Government Land, Customary Land, or Private Land.
2009(d) (property of the University of Liberia exempt from real property tax)	All properties held by the University of Liberia	--Clarify that this is Government Land	Amend	All land owned or used by the University of Liberia
2009(e) (foreign government property on government owned land exempt from real property tax)	All properties of foreign government on lands leased from or deeded by the Republic of Liberia. However, land and property of private persons rented of [sic] leased to foreign governments are subject to the tax prescribed by this chapter, which shall be paid by the owner of the property or the withholding Agent.	--Clarify that exemption applies to properties of foreign government on Government Land and not on Private Land	Amend	All Government Land or Public Land, including any appurtenances to the land, leased or deeded to foreign governments. However, Private Land, including any appurtenances to the land, and private personal property rented or leased to foreign governments are subject to the tax prescribed by this chapter, which shall be paid by the owner of the Private land or private personal property or the withholding Agent.
2009(f) (property exempt from real property tax under statutes, treaties, or agreements are exempt)	All property which is exempt from real property tax under the terms of statutes, treaties or agreements passed or entered into by the Government of the Republic of Liberia, provided that the property is held and used in accordance with any conditions contained in such statutes, treaties or agreements.	--Clarify that this applies regardless of the land category	Amend	All Public Land, Government Land, Customary Land, Private Land, and any appurtenances to the land, which is exempt from real property tax under the terms of statutes, treaties or agreements passed or entered into by the Government of the Republic of Liberia, provided that the property is

Real Property Tax Code				
Section	Current Language	Issue(s)	Action	Proposed Language
				held and used in accordance with any conditions contained in such statutes, treaties or agreements.
2009(g) (exempt land leased by Government not affected by this law)	Real property leased by Government at the time of the passage of this law which is exempt by agreement from the payment of real property tax, shall continue to be exempt from the payment of such tax only for the duration of the period for which such property is now leased, including the option period.	--Clarify that real property means Public Land or Government Land	Amend	Public Land or Government Land, or any appurtenances to the land, leased by Government at the time of the passage of this law which is exempt by agreement from the payment of real property tax, shall continue to be exempt from the payment of such tax only for the duration of the period for which such land or any appurtenances to the land is now leased, including the option period.
2010(a) (tax receipt showing payment of back taxes required for probating and registration of deed, lease, or other instrument)	The production of an official tax receipt evidencing that all delinquent real property taxes have been paid in full for the premises involved shall be a condition precedent to the probate and registration of any deed, lease agreement or other instrument affecting or relating to the passage of title or other interest in real property, whether by sale of lease, and title or other interest in real property shall not be deemed vested in the purchaser or lessee until all delinquent taxes have been paid; provided that the foregoing shall not apply to the sale of public land.	--Change so states not subject to sale of Public Land or Government Land as defined in the Land Rights Law.	Amend	The production of an official tax receipt evidencing that all delinquent real property taxes have been paid in full for the premises involved shall be a condition precedent to the probate and registration of any deed, lease agreement or other instrument affecting or relating to the passage of title or other interest in real property, excluding Public Land and Government Land, whether by sale of lease, and title or other interest in real property shall not be deemed vested in the purchaser or lessee until all delinquent taxes have been paid; provided that the foregoing shall not apply to the sale of public land.

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
8.3 (definitions of	Easement means a right attached to a parcel of land which	--Check consistency with Land Rights Law	No	N/A

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
easement, interest in land, land, land commissioner, lease, leasehold, lessor, license, owner, transfer, transmission, unregistered land)	allows the owner of the parcel either to use the land of another in a particular manner or to restrict its use to a particular extent, but does not include a profit		Change	
8.3	Interest in land means any right or interest in or over land which is capable of being registered under the provisions of this chapter, and includes absolute ownership of land	--Change to expressly mention ownership of customary land by a community or its members.	Amend	Interest in land means any right or interest in or over land which is capable of being registered under the provisions of this chapter, and includes absolute ownership of land, whether Customary Land or Private Land.
8.3	Land includes land covered with water, all things growing on land, and buildings and other things permanently affixed to land	--Change to expressly include Public Land, Government Land, Private Land, and Customary Land as defined in the land rights law	Amend	Land includes land covered with water, all things growing on land, and buildings and other things permanently affixed to land, whether Public Land, Government Land, Customary Land, or Private Land
8.3	Land Commissioner means the Land Commissioner appointed in a county under section 1 of the Public Lands Law	--Delete reference to the Public Lands Law	Amend	Land Commissioner means the Land Commissioner appointed in a county.
8.3	Lease means the grant by the owner of land of the right to exclusive possession of his land, and includes the right to granted and any sublease, does not include an agreement for lease	--Check consistency with Land Rights Law	No Change	N/A
8.3	Leasehold means the area of land comprised in a lease	N/A	No Change	N/A
8.3	Lessor means the owner of leased land	N/A	No Change	N/A
8.3	License means a permission given by the owner of land or leasehold, which allows the licensee to do some act in relation to the land or leasehold which would otherwise be a	--Check consistency with Land Rights Law	No Change	N/A

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
	trespass, but does not include an easement or a profit			
8.3	Owner means the person registered under the provisions of this chapter as the owner of land, or a leasehold or a charge	--What is a charge?	No Change	N/A
8.3	Transfer means the passing of land, a leasehold or a charge by act of the parties and not by operation of law, and also the instrument by which such passing is effected, but does not include an agreement to transfer	--Delete distinction between transfer and transmission, seems unnecessary artificial distinction	Amend	
8.3	Transmission means the passing of land, a leasehold or a charge from one person to another by operation of law on death or insolvency, or bankruptcy or similar devolution, and includes the compulsory acquisition of land by condemnation or otherwise	--Same as above	Amend	
8.3	Unregistered land refers to land, every estate, right and interest therein which, though recorded in accordance with the probate procedure contained in Chapter 1 of the Property Law, has not been “registered” in accordance with the provisions of this chapter.	--Expressly mention Customary Land and Private Land	Amend	Unregistered land refers to land, whether Public Land, Government Land, Customary Land, or Private Land, and every estate, right and interest therein which, though recorded in accordance with the probate procedure contained in Chapter 1 of the Property Law, has not been “registered” in accordance with the provisions of this chapter.
8.44(1) (public lands in adjudication area to be included in demarcation plan)	Public lands. As soon as conveniently possible after an adjudication section has been designated, the Demarcation and Recording Officer in charge of such section shall consult with the Land Commissioner of the area involved and examine such of the records in his office as are relevant to the location of public lands in the adjudication section. A schedule of any such public lands shall be made by the Demarcation and Recording Officer for inclusion in the Demarcation plan described in section 8.45(c). Neither the Government nor the Land Commissioner shall be required to file claims to protect the Government’s rights thereto. The Land Commissioner, however, shall attend on behalf of the Government, whenever a notice of demarcation of land is issued which will affect public land. However, any	--Define public land and add Government Land to this section consistent with Land Rights Law	Amend	Public lands and Government Lands. As soon as conveniently possible after an adjudication section has been designated, the Demarcation and Recording Officer in charge of such section shall consult with the Land Commissioner of the area involved and examine such of the records in his office as are relevant to the location of Public Lands and Government Lands in the adjudication section. A schedule of any such lands shall be made by the Demarcation and Recording Officer for inclusion in the Demarcation plan

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
	person aggrieved by the designation of any parcel of land as public land may challenge such determination by way of the appeal procedure provided in this chapter.			described in section 8.45(c). Neither the Government nor the Land Commissioner shall be required to file claims to protect the Government's rights thereto. The Land Commissioner, however, shall attend on behalf of the Government, whenever a notice of demarcation of land is issued which will affect Public Land or Government Land. However, any person aggrieved by the designation of any parcel of land as Public Land or Government Land may challenge such determination by way of the appeal procedure provided in this chapter.
8.44(2) (if referee or demarcation and recording officer satisfied that interest in land in the adjudication area exists shall act as if a valid claim has been made)	If the Referee or the Demarcation and Recording Officer in charge is satisfied that any person who has not made a claim to any interest in land within the adjudication section presumably has a valid claim to any right or interest therein, he shall proceed as if a claim had been made and if possible ascertain the extent thereof. In this connection, he may request the Director of National Archives and Record Service to make a search in the archives for copies of documents of title relevant thereto and, if any such are found, he may requisition certified copies of them for filing in the proceeding.	--Clarify what is meant by "land"	Amend	If the Referee or the Demarcation and Recording Officer in charge is satisfied that any person who has not made a claim to any interest in land, whether Public, Government, Customary, or Private Land, within the adjudication section presumably has a valid claim to any right or interest therein, he shall proceed as if a claim had been made and if possible ascertain the extent thereof. In this connection, he may request the Director of National Archives and Record Service to make a search in the archives for copies of documents of title relevant thereto and, if any such are found, he may requisition certified copies of them for filing in the proceeding.
8.45(b) (indicate	To indicate or cause to be indicated the boundaries of	--Define public lands, and clarify that public	Amend	To indicate or cause to be indicated

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
public lands, public roads, and public rights of way)	public lands, public roads and public rights of way	roads and public rights of way are Government Land under the Land Rights Law		the boundaries of Public Lands and Government Lands, including public roads and public rights of way
8.45(c) (preparation of demarcation index)	To prepare or cause to be prepared a demarcation index diagram of the land demarcated (hereinafter called the Demarcation Plan) on which shall be shown every separate parcel of land, whether privately or publicly owned, each identified by a distinguishing number and so set forth in the index, stating its approximate areas except that public roads and rights of way, which shall be so denominated on the plan, shall not be required to be identified by number.	--Clarify what is meant by privately or publicly owned (public land, government land, and private land?)	Amend	To prepare or cause to be prepared a demarcation index diagram of the land demarcated (hereinafter called the Demarcation Plan) on which shall be shown every separate parcel of land, whether Public Land, Government Land, Customary Land, or Private Land, each identified by a distinguishing number and so set forth in the index, stating its approximate areas except that public roads and rights of way, which shall be so denominated on the plan, shall not be required to be identified by number.
8.45(e) (demarcate right of way to give access to public road)	He may demarcate any right of way necessary to give access to a public road in favor of any parcel of land completely surrounded by other parcels	N/A	No Change	N/A
8.52(a) (tentative recording of title)	If he is satisfied that a person has good documentary title to the parcel of land and that no other person has acquired or is in the course of acquiring title thereto under the law relating to prescription, and that such person would succeed in maintaining and defending such title against any other person claiming title thereto, he shall record that person tentatively as the owner of the parcel. Good documentary title means a title evidenced by documents which establishes that a person is entitled to the parcel of land in fee simple, commencing with an effective grant, allotment, conveyance, prescription, or mortgage.	--Prescription is not a land right recognized in the Land Rights Law (amend so it reads prescriptive easement?) --Clarify what is meant by land --Also need to add the term Person in the definitions section and define it as including a community legal entity under the Land Rights Law	Amend	If he/she is satisfied that a person has good documentary title to the parcel of Private Land or Customary Land and that no other person has acquired or is in the course of acquiring title thereto, and that such person would succeed in maintaining and defending such title against any other person claiming title thereto, he/she shall record that person tentatively as the owner of the land. Good documentary title means a title

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
				evidenced by documents which establishes that a person is entitled to fee simple ownership of the Private Land or Customary Land.
8.52(b) (recording of adverse possession as title)	If he is satisfied that a person is in open and peaceable possession of a parcel of land and has been in such possession, by himself or his predecessors in title, for an uninterrupted period of twenty years or more, he shall record that person tentatively as the owner of the parcel. A person is deemed to be in possession of land if he does not acknowledge the title of any other person to that land and by himself, his agents, tenants or servants, has the use of the land to the exclusion of the public	--Revise to make consistent with policy on adverse possession	Amend	If he/she is satisfied that a person, or their predecessor in title, has been openly in possession of a parcel of Private Land for at least twenty years without any competing claim of ownership and without acknowledging ownership of another individual or private entity, he/she shall record that person tentatively as the owner of the parcel.
8.52(d) (if land free of private rights then tentative recording of land as public land)	If he is satisfied that a parcel of land is entirely free from any private rights, or that the rights existing in or over it would be insufficient to entitle a person to be registered as owner of the parcel under the provisions of this chapter, he shall record the parcel of land tentatively as public land. If such land is part of a Tribal Reserve or communal holding, he shall further record the fact that such public land is subject thereto and, if feasible, shall describe the boundaries of the reserve or communal holding and the name or names of the tribe or tribes entitled to Tribal Reserve rights or holdings therein.	--Revise significantly to make consistent with Land Rights Law's definitions of Public Land, Government Land, Customary Land, and Private Land	Amend	If he/she is satisfied that a parcel of land is entirely free from any Government Land, Customary Land, or Private Land rights, or that the rights existing in or over it would be insufficient to entitle a person to be registered as owner of the parcel under the provisions of this chapter, he/she shall record the parcel of land tentatively as Public Land.
8.52(e) (if land subject to registrable right then right to be recorded)	If he is satisfied that a parcel of land is subject to any right which is registrable as a lease, mortgage, charge, lien, easement, profit, restrictive covenant, or other incumbrance or interest under the provisions of section 8.121, he shall record such particulars as shall enable the right and the name of the person entitled to the benefit thereof to be recorded tentatively as part of the adjudication record.	--Charge, profit, and restrictive convent are not recognized in the Land Rights Law (add them to the land rights law or delete them from this law) --Clarify what is meant by land	Amend	If he/she is satisfied that a parcel of Private Land is subject to any right which is registrable as a lease, mortgage, charge, lien, easement, profit, restrictive covenant, or other encumbrance or interest under the provisions of section 8.121, he/she shall record such particulars as shall enable the right and the name of the person entitled to the benefit thereof to be recorded tentatively as part of the

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
				adjudication record.
8.53(a) (all unclaimed land to be deemed public land until the contrary is proven)	Except as otherwise provided in section 8.44, all unclaimed land shall be deemed to be public land until the contrary is proved.	--Amend so it reads that all land which is not Government Land, Customary Land, or Private Land	Amend	Except as otherwise provided in section 8.44, all land which is not claimed as Government Land, Customary Land, or Private Land shall be deemed to be Public Land until the contrary is proved.
8.53(b) (exercise of rights not a presumption of rights over land area larger than that which rights are exercised over)	The exercise by any person of any rights in or over one or more parcels of land shall not be taken as a presumption in his favor of any rights in or over any greater extent of land than that in or over which such rights are exercised.	--Could be used to deprive those of customary land rights since some parts of Customary Land are not subject to observable land rights (i.e. fallow periods, harvest of forest resources) --Add section to clarify that this will not be applied to deprive communities of Customary Land	Amend	The exercise by any person of any rights in or over one or more parcels of Private Land shall not be taken as a presumption in his favor of any rights in or over any greater extent of land than that in or over which such rights are exercised. Nothing in this section shall be construed to deprive a community or its members of ownership of Customary Land pursuant to the Land Rights Law.
8.54(1)(b) (recording of name and description of person with registrable land right or registration as public land)	Either the name and description of the person entitled to be registered as the owner of the parcel, with particulars of any restriction on his power of dealing with it, indicating whether it is privately held or the fact that the parcel is public land.	--Add mention of Government Land --Could be used (as with the enter law) to register Customary Land rights	Amend	Either the name and description of the person entitled to be registered as the owner of the parcel, with particulars of any restriction on his power of dealing with it, indicating whether it is Public Land, Government Land, Customary Land, or Private Land.
8.54(1)(c) (recording of lease, mortgage, charge, lien, etc. and the person who benefits from	Any lease, mortgage, charge, lien, easement, profit, restrictive covenant or any other incumbrance or interest registrable under the provisions of section 8.121 affecting the parcel, together with the name and description of every person entitled to the benefit thereof and particulars of any restriction on their powers of dealing with it	--Profit, charge, restrictive covenant not recognized in land rights law; make consistent --Clarify only for Private Land	Amend	Any lease, mortgage, charge, lien, easement, profit, restrictive covenant or any other encumbrance or interest registrable under the provisions of section 8.121 affecting the parcel of Private Land, together with the name

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
the land right)				and description of every person entitled to the benefit thereof and particulars of any restriction on their powers of dealing with it
8.54(2) (completed form to be signed and certified by Demarcation and Recording Officer)	Each form when completed shall be signed by the Demarcation and Recording Officer and certified by him as containing a complete record and, where possible, each owner of a recorded interest in privately held land or his duly authorized agent, and the Land Commissioner concerned, if public land is involved, shall be required to sign and acknowledge that he accepts the record.	--Clarify what is meant by private land and add Government Land (Customary Land?) --Remove reference to Land Commission in the case of public land given repeal of Public Lands Law	Amend	Each form when completed shall be signed by the Demarcation and Recording Officer and certified by him as containing a complete record and, where possible, each community that owns Customary Land or owner of a recorded interest in Public Land, Government Land, or Private Land, or their duly authorized agent shall be required to sign and acknowledge that he accepts the record.
8.61(1)(f) (recording of power of attorney in connection with land)	A register and file of powers of attorney in connection with the registration of land and any rights or interests and dealings therein.	--Expressly state that this section does not apply to Customary Land b/c power of attorney cannot be granted over Customary Land (see proposed amendments to Private Wrongs Law)	Amend	A register and file of powers of attorney in connection with the registration of Private Land and any rights or interests and dealings therein.
8.71 (register to show whether land is private or public land)	Each register shall show whether the land is private or public land and in respect of private land, whether the interest is absolute or provisional, and shall be divided into three sections as follows (b) the ownership section, containing the name and where possible the address of the owner and a notation or memorial of any inhibition or caveat affecting his right of disposition, except that no such ownership entry shall be required where land is described as public land	--Clarify what is meant by private land and public land and add Government Land (customary land?)	Amend	Each register shall show whether the land is Public, Government, Customary, or Private Land and in respect of Private Land, whether the interest is absolute or provisional, and shall be divided into three sections as follows (b) the ownership section, containing the name and where possible the address of the owner and a notation or memorial of any inhibition or caveat affecting his right of disposition, except that no such ownership entry shall be required where land is described as Public Land or Government Land

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
8.76(1) (registration of permissible easements)	Permissible registrable easements. In the following instances easements in land may be created: (a) An owner of registered land or a registered leasehold by a written instrument may grant an easement over his land or the land comprised in his leasehold, to the owner or lessee of other land and for the benefit of that other land. (b) An Owner transferring or leasing registered land or a registered leasehold, may in the transfer or lease grant an easement for the benefit of the land transferred or leased, over the land or leasehold retained by him, or reserve and easement for the benefit of the land or leasehold retained by him.	--Conform land right with land rights law	Amend	
8.76(2) (registration of express easements)	An instrument creating an easement described in paragraph 1, to be registrable under the provisions of this chapter, shall clearly specify the following: (a) The nature of the easement, the period for which it is granted and any conditions, limitations or restrictions intended to affect its enjoyment; and (b) the land burdened by the easement and the land which enjoys the benefit of the easement, and (c) If so required by the Probate Court Judge on the application to probate and register the instrument, it shall include a plan sufficient to define the easement.	--Same as above	Amend	
8.77 (registration of restrictive agreements)	Where an instrument, other than a lease or charge, contains an agreement, hereinafter referred to as a restrictive agreement, by one owner of registered land, restricting the building on or the user [sic] or other enjoyment of his land for the benefit of the owner of other registered land, and such instrument is presented for probate and registration, if such instrument is in order . . .	--Same as above	Amend	
8.78 (registration of profits)	Registration of instruments granting a profit	--Same as above	Amend	
8.80 (registration of estate, right, or interest in land created by or requiring notice,	Any estate, right or interest in land created by or requiring a notice, designation or other declaration to come into existence, including but not limited to homestead rights under the provisions of section 44.28 of the Civil Procedure Law, the constitutional and statutory right of election of a	--Drop reference to homestead exemption b/c of proposed amendments to Civil Procedure Law --Drop reference to right of election of surviving spouse because constitution	Amend	Any estate, right or interest in land, whether Public, Government, Customary, or Private Land, created by or requiring a notice, designation or other declaration to come into

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
designation, or declaration required)	surviving spouse under the provisions of section 4.1 of the Decedents Estates Law, the right of a surviving spouse to purchase the matrimonial home under the provisions of section 4.1 of the Decedents Estates Law, the designation of public and private cemeteries under the Public Health Law, shall not become effective against registered land unless such notice, designation or other declaration is probated and registered in accordance with the provisions with reference thereto contained in this chapter.	changed in 1984; --Keep right to purchase matrimonial home b/c still in Decedents Estates Law		existence, including but not limited to the right of a surviving spouse to purchase the matrimonial home under the provisions of section 4.1 of the Decedents Estates Law and the designation of public and private cemeteries under the Public Health Law, shall not become effective against registered land, whether Public, Government, Customary, or Private Land, unless such notice, designation or other declaration is probated and registered in accordance with the provisions with reference thereto contained in this chapter.
8.121 (registration of ownership vests absolute ownership)	Subject to the provisions of section 8.127, the registration of a person as the registered owner of parcel of land shall vest in that person the absolute ownership of that parcel together with all the rights and privileges belonging or appurtenant thereto and he shall hold the same free from all encumbrances, charges, trusts, liens, transferal conditions, restrictions and all other interests and claims whatsoever, except those, if any, shown on the register and any of the following which may exist (a) Liens, claims, or rights arising or existing under the laws or constitution of the Republic, which the statutes of this Republic do not require to appear on record, (b) Any tax, water rate, tar assessment which becomes a lien on the land after initial registration and for which a sale under proceedings to foreclose such lien has not been made, (c) Any lease or agreement for a lease made after or pending registration, for a period not exceeding three years, where there is actual occupation of the land under the lease or agreement.	--Conform encumbrances with land rights recognized in Land Rights Law	Amend	Subject to the provisions of section 8.127, the registration of a person as the registered owner of a parcel of Customary Land or Private Land shall vest in that person the absolute ownership of that parcel together with all the rights and privileges belonging or appurtenant thereto and shall hold the same free from all encumbrances, charges, trusts, liens, transfer conditions, restrictions and all other interests and claims whatsoever, except those, if any, shown on the register and any of the following which may exist (a) Liens, claims, or rights arising or existing under the laws or constitution of the Republic, which the statutes of this Republic do not require to appear on record, (b) Any tax, water rate, tar assessment which becomes a lien on the land after initial registration and for which a sale

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
				under proceedings to foreclose such lien has not been made, (c) Any lease or agreement for a lease made after or pending registration, for a period not exceeding three years, where there is actual occupation of the land under the lease or agreement.
8.122 (registration as provisional owner does not affect competing claims or interests)	Subject to the provisions of section 8.127, the registration of any person as the provisional owner of a parcel shall not affect or prejudice the enforcement of any right or interest adverse to or in derogation of the interest of that owner arising before such date or under such instrument or in such manner as is specified in the register of that parcel; but save as aforesaid, such registration shall have the same effect as the registration of a person as absolute owner.	N/A	No Change	N/A
8.123 (registration of public land subject to registered encumbrances allows for public land sale)	The registration of land as public land, subject to any registered incumbrances, which shall include without limitation, interests in and rights over such land granted in concession and other agreements made under authority of law, and by way of delineation of Tribal Reserve areas and communal holdings, shall enable such land to be disposed of in accordance with the provisions relating thereto contained in the Public Lands Law and in any other law providing for the disposition of public lands, by a disposition registrable under the provisions of this chapter.	--Delete reference to Tribal Reserves and communal holdings and public land sales under the public land laws --Define public land so that customary ownership is not a mere encumbrance	Amend	The registration of land as Public Land or Government Land, subject to any registered encumbrances, shall enable such land to be disposed of in accordance the Land Rights Law, by a disposition registrable under the provisions of this chapter.
8.124 (prescription and adverse possession does not extend to registered land right)	On and after the initial registration of land under the provisions of this chapter, no interest in registered land in derogation of that of the registered owner shall be acquired by prescription or adverse possession.	--Conform prescription with Land Rights Law	Amend	
8.154 (registration of deed or instrument before	Before any person can convey, charge, encumber or otherwise deal with any registered land, or any estate, right or interest therein, as attorney in fact for another, the deed	--Clarify that attorney in fact (power of attorney?) does not apply to Customary Land	Amend	Before any person can convey, charge, encumber or otherwise deal with any registered Private Land, or any estate,

Registered Land Law				
Section	Current Language	Issue(s)	Action	Proposed Language
exercising power of attorney)	or instrument empowering him so to act shall be presented far [sic] probate and registration and if found by the Probate Court Judge to be in orders he shall direct the Registrar to enter a memorial thereof in the register pertaining to the land or leasehold involved in like manner as in the case of a charge or incumbrance. . . .			right or interest therein, as attorney in fact for another, the deed or instrument empowering him/her so to act shall be presented for probate and registration and if found by the Probate Court Judge to be in orders he/she shall direct the Registrar to enter a memorial thereof in the register pertaining to the Private Land or any estate, right, or interest therein. . . .

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
1.6(2) (definition of good faith)	Unless otherwise provided in the Commercial Code, good faith means honesty in fact and the observance of reasonable commercial standards of fair dealing.	--Land Rights definition can work with this one but need not be the same	No Change	N/A
1.7(2) (definition of reasonable time period)	Whether a time for taking an action required by the Commercial Code is reasonable depends on the nature, purpose, and circumstances of the action.	--Land Rights Law could use similar language regarding its use of the term reasonable	No Change	N/A
1.18(q) (definition of mortgage)	Mortgage means an encumbrance created on a real property or an interest therein to secure a payment of a credit	--Land Rights Law could use this definition	No Change	N/A
1.18(t) (definition of person)	Person means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity	--Expressly mention that communities and community legal entities are excluded	Amend	Person means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity, excluding community legal entities as defined and recognized under the Land Rights Law.

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
6.2 (scope of chapter on mortgages)	This Chapter applies to all transactions between or among: (a) Financial institution and their customers relating to the extension of credit through loans or otherwise for the construction, purchase, completion, extension, improvement of homes, commercial properties or any realty, and (b) Natural or legal persons whereby a security interest is taken in a realty for the purpose of securing the performance of an obligation.	--Land Rights Law could be largely silent on this issue but amend the UCC so that realty is more specific, referring only to Private Land	Amend	This Chapter applies to all transactions between or among: (a) Financial institution and their customers relating to the extension of credit through loans or otherwise for the construction, purchase, completion, extension, improvement of homes, commercial properties or any realty, and (b) Natural or legal persons whereby a security interest is taken in Private Land, or appurtenances to the land, for the purpose of securing the performance of an obligation.
6.4(e) (definition of financial institution)	Financial Institution includes a bank and non-bank entity licensed by the Central Bank of Liberia to carry on the business of banking and or other financial activities	N/A	No Change	N/A
6.4(g) (definition of foreclosure)	Foreclosure is a process or proceeding whereby payment of a debt or the performance of an obligation secured by a mortgage is enforced by taking and selling the mortgaged property	--Clarify mortgaged property	Amend	Foreclosure is a process or proceeding whereby payment of a debt or the performance of an obligation secured by a mortgage is enforced by taking and selling the mortgaged Private Land and appurtenances to the land
6.4(h) (definition of judicial foreclosure)	Judicial Foreclosure is a court-approved and supervised foreclosure, which ends in a public sale of the mortgaged property	--Same as above	Amend	Judicial Foreclosure is a court-approved and supervised foreclosure, which ends in a public sale of the mortgaged Private Land and appurtenances to the land
6.4(j) (definition of mortgage)	Mortgage means an encumbrance created on a real property or an interest therein to secure a payment of a credit or the performance of an obligation, but excludes maritime mortgages which are governed by the Liberian Maritime Law	--Same as above	Amend	Mortgage means an encumbrance created on Private Land and appurtenances to the land, or an interest therein to secure a payment of a credit or the performance of an obligation, but excludes maritime mortgages which are governed by the

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
				Liberian Maritime Law
6.4(k) (definition of mortgage agreement)	Mortgage Agreement means an agreement between a mortgagor and a mortgagee which grants the mortgagee a charge over the mortgaged property as security for the payment of a loan or the performance of an obligation	--Same as above	Amend	Mortgage Agreement means an agreement between a mortgagor and a mortgagee which grants the mortgagee a charge over the mortgaged Private Land and appurtenances to the land as security for the payment of a loan or the performance of an obligation
6.4(l) (definition of mortgagor)	Mortgagor includes a person who has taken a loan and any person who derives title through the original mortgagor or entitled to redeem a mortgage according to an interest in the mortgaged property.	--Same as above	Amend	Mortgagor includes a person who has taken a loan and any person who derives title through the original mortgagor or entitled to redeem a mortgage according to an interest in the mortgaged Private Land and appurtenances to the land.
6.4(m) (definition of mortgagee)	Mortgagee includes a person that acquires and or holds a security interest in the real property of another as a guarantee for the performance of a payment obligation or such other obligations owed the person	--Same as above	Amend	Mortgagee includes a person that acquires and or holds a security interest in the Private Land, and appurtenances to the land of another as a guarantee for the performance of a payment obligation or such other obligations owed the person
6.4(n) (definition of power of sale)	Power of sale Foreclosure is a foreclosure procedure conducted without judicial involvement or approval, which is permissible only when authorized by the express terms of a mortgage agreement	N/A	No Change	N/A
6.5 (security for loan related to real property may extend to the property to be constructed, extended, or otherwise benefited)	Where a financial institution or any person grants a loan for the purchase, construction, extension or improvement of realty, the security for the loan may include a mortgage over the property to be purchased, constructed, extended or otherwise benefited.	--Clarify meaning of realty as Private Land	Amend	Where a financial institution or any person grants a loan for the purchase, construction, extension or improvement of Private Land or an appurtenance to the land, the security for the loan may include a mortgage over the land or appurtenance to be purchased, constructed, extended or otherwise benefited.

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
6.6 (loan related to real property to be used only for intended purpose)	A loan extended to enable the borrower [sic] purchase, construct, complete, extend or otherwise improve a real property or a fixture shall be used only for the intended purpose. Unless otherwise agreed, use of the loan proceeds for purpose(s) other than those intended shall in and of itself constitutes a breach of the mortgage agreement, rendering all amounts due under the loan immediately due and payable.	--Same as above	Amend	A loan extended to enable the borrower to purchase, construct, complete, extend or otherwise improve Private Land, or an appurtenance to the land, shall be used only for the intended purpose. Unless otherwise agreed, use of the loan proceeds for purpose(s) other than those intended shall in and of itself constitute a breach of the mortgage agreement, rendering all amounts due under the loan immediately due and payable.
6.7 (documentation and information requirements for mortgage)	A financial institution or any person granting a loan that is to be secured by a mortgage shall provide the borrower and or the person whose property is to be mortgaged: (a) all relevant information and documentation pertaining to the mortgage and stating in clear language the material terms and conditions of the loan; and (b) a reasonable opportunity to review the necessary documentation and, if necessary, seek legal and financial advice in respect of the loan or the documents thereof. A loan covered by this Section shall not be disbursed earlier than two (2) days after all necessary information and documents pertaining to the said loan have been provided the borrower and or the person whose property is to be mortgaged.	--Same as above	Amend	A financial institution or any person granting a loan that is to be secured by a mortgage shall provide the borrower and or the person whose Private Land, or any appurtenance to the land, is to be mortgaged: (a) all relevant information and documentation pertaining to the mortgage and stating in clear language the material terms and conditions of the loan; and (b) a reasonable opportunity to review the necessary documentation and, if necessary, seek legal and financial advice in respect of the loan or the documents thereof. A loan covered by this Section shall not be disbursed earlier than two (2) days after all necessary information and documents pertaining to the said loan have been provided the borrower and or the person whose Private Land or any appurtenance to the land, is to be mortgaged.

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
6.8 (creation of mortgage)	Subject to the provisions of Section 6.14 governing Purchase Money Mortgage, a mortgage is created by a written agreement between an obligor and obligee and any necessary party wherein a specified property is pledged as a security for the payment of a credit extended a specified obligation. A mortgage may be over a property owned by the obligor or by someone other than the obligee as long as the owner(s) of the property agree to the mortgage and show consent by subscribing to the mortgage.	--Same as above	Amend	Subject to the provisions of Section 6.14 governing Purchase Money Mortgage, a mortgage is created by a written agreement between an obligor and obligee and any necessary party wherein a specified parcel of Private Land or any appurtenance to the land is pledged as a security for the payment of a credit extended a specified obligation. A mortgage may be over Private Land or any appurtenances to the land owned by the obligor or by someone other than the obligee as long as the owner(s) of the land agree to the mortgage and show consent by subscribing to the mortgage.
6.9 (enforceability of mortgage)	Except for a Purchase Money Mortgage as provided for in Section 6.14 of this Act, a mortgage is not enforceable unless it is: (a) evidenced in writing that is signed by all necessary parties and complies with the provision of this Sub Chapter; (b) delivered to the Mortgagee and, where the mortgaged property or any portion thereof is owned by another, to such owner; and (c) probated and registered according to the provisions of Section 6.11	--Same as above	Amend	Except for a Purchase Money Mortgage as provided for in Section 6.14 of this Act, a mortgage is not enforceable unless it is: (a) evidenced in writing that is signed by all necessary parties and complies with the provision of this Sub Chapter; (b) delivered to the Mortgagee and, where the mortgaged Private Land, appurtenances to the land, or any portion thereof is owned by another, to such owner; and (c) probated and registered according to the provisions of Section 6.11
6.10 (requirements for mortgage agreements)	Every mortgage agreement shall, at a minimum, provide in writing the (a) names and addresses of the mortgagor and mortgagee, (b) full description of the mortgaged property, and (c) names of persons whose consent is required, if any; (d) full description and registration details of at least one	--Same as above	Amend	Every mortgage agreement shall, at a minimum, provide in writing the (a) names and addresses of the mortgagor and mortgagee, (b) full description of the mortgaged Private Land and any

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
	<p>parent deed of the mortgagor; (e) nature of the mortgagor's interest in the mortgaged property; (f) extent to which the mortgagor's interest is subject to the mortgage; (g) nature of the charge created, in case of a floating charge, the nature of the restriction on the power of the mortgagor to grant further charges that rank in priority or at the same level with the charge created; (h) Insurance for the Mortgaged property, including the party responsible for the insurance; (i) interest in the principal amount; (j) due date for payment; (k) events of default; (l) conditions for foreclosure</p> <p>Notwithstanding the preceding sentence, a mortgage agreement is enforceable with regard to form and content if it is in the form contained in the Form 1 or in similar forms or uses expressions of a similar effect.</p>			<p>appurtenances to the land, and (c) names of persons whose consent is required, if any; (d) full description and registration details of at least one parent deed of the mortgagor; (e) nature of the mortgagor's interest in the mortgaged land and any appurtenances; (f) extent to which the mortgagor's interest is subject to the mortgage; (g) nature of the charge created, in case of a floating charge, the nature of the restriction on the power of the mortgagor to grant further charges that rank in priority or at the same level with the charge created; (h) Insurance for the mortgaged land and any appurtenances, including the party responsible for the insurance; (i) interest in the principal amount; (j) due date for payment; (k) events of default; (l) conditions for foreclosure</p> <p>Notwithstanding the preceding sentence, a mortgage agreement is enforceable with regard to form and content if it is in the form contained in the Form 1 or in similar forms or uses expressions of a similar effect.</p>
6.13 (more than one mortgage or lien permitted on the same property)	A single property may be burdened by one or more mortgages and other liens. Except for purchase money mortgages covered by Section 6.14, the priority of mortgages shall be determined by the date of their registration with seniority accorded the first in time of registration.	N/A	No Change	
6.14 (purchase	(1) Where a lender provides credit for the purchase or	--Clarify property as Private Land	Amend	(1) Where a lender provides credit for

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
money mortgages)	construction of a property, the lender takes or acquires a purchase money mortgage in the property purchased or constructed. (2) A purchase money mortgage, if registered in keeping with this Chapter, has priority over any other mortgage or lien in the same property as well as judgment liens.			the purchase or construction of Private Land and any appurtenances to the land, the lender takes or acquires a purchase money mortgage in the property purchased or constructed. (2) A purchase money mortgage, if registered in keeping with this Chapter, has priority over any other mortgage or lien in the same land or appurtenances as well as judgment liens.
6.15 (mortgagor to remain in the possession of mortgaged property)	The mortgagor shall at all times have and remain in possession of the mortgaged property, and shall generally be responsible for the insurance and maintenance of the mortgaged property.	--Same as above	Amend	The mortgagor shall at all times have and remain in possession of the mortgaged Private Land and appurtenances, and shall generally be responsible for the insurance and maintenance of the mortgaged land and appurtenances.
6.16 (insurance)	Insurance	N/A	No Change	Insurance
6.17 (transferring of mortgaged property requires consent of mortgagee)	(1) A mortgagor shall first obtain the prior written consent of the mortgagee before (a) transferring an interest in the mortgaged property, (b) creating further charges or interests in the mortgaged property (2) A mortgagee shall not unreasonably withhold consent for the transfer of the Mortgagor's interest.	--Clarify mortgaged property	Amend	(1) A mortgagor shall first obtain the prior written consent of the mortgagee before (a) transferring an interest in the mortgaged Private Land and appurtenances, (b) creating further charges or interests in the mortgaged land and appurtenances (2) A mortgagee shall not unreasonably withhold consent for the transfer of the Mortgagor's interest.
6.18 (default in mortgage payment)	Default in Payment	N/A	No Change	N/A
6.19 (mortgagee rights upon	Where a mortgagor is in default in keeping with the provisions of Section 6.18 of this Chapter, the mortgagee	N/A	No Change	N/A

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
default)	may (a) sue the mortgagor on any personal covenant to perform; or (b) foreclose the mortgage in keeping with Agreement of the parties, but subject to the provision of this Chapter.			
6.20(1) (foreclosure permitted with or without the aid of court)	Where a mortgagor is in default, the Mortgagee may, with or without the aid of court, foreclose the mortgage in keeping with the provision of this Code.	N/A	No Change	N/A
6.20(2) (requirements when instituting foreclosure proceedings)	A mortgagee shall not institute any foreclosure proceedings or processes unless (a) the mortgagor is in default, as provided in Section 6.18 of this Chapter, and (b) the mortgagee shall have served a written notice on the mortgagor, providing the said mortgagor at least 60-days to settle its full obligation failing which the mortgage shall be foreclosed.	N/A	No Change	N/A
6.20(3) (after 60 day grace period mortgagee may institute foreclosure proceedings)	Where, at the end of the 60-day period required by Section 6.20 (2) the mortgagor fails to pay off the debt or settle its obligations, the mortgagee shall be entitled to commence foreclosure by filing a complaint against the mortgagor, showing that a default has occurred in the obligations secured by the mortgage and requesting that the mortgage be foreclosed in a court-supervised sale. The complaint shall be served on both the mortgagor and all other interested parties.	N/A	No Change	N/A
6.20(4) (foreclosure decree or judgment)	A foreclosure decree or judgment shall lie in favour of the mortgagee pursuant to a judgment by default or upon a hearing when foreclosure is justified.	N/A	No Change	N/A
6.20(5) (requirements of foreclosure decree or judgment)	A foreclosure decree or judgment shall: (a) state the amount due on the mortgage, (b) direct that the property be sold at a public auction thirty days after the judgment if the debt is not paid; and (c) stipulate that notice of the sale shall be given to the public through no less than three (3)	--Clarify what is meant by property	Amend	A foreclosure decree or judgment shall: (a) state the amount due on the mortgage, (b) direct that the Private Land and appurtenances be sold at a public auction thirty days after the

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
	consecutive daily publications in two local daily newspapers. The final notice must be published at least fifteen days before the sale.			judgment if the debt is not paid; and (c) stipulate that notice of the sale shall be given to the public through no less than three (3) consecutive daily publications in two local daily newspapers. The final notice must be published at least fifteen days before the sale.
6.20(6) (mortgage foreclosure by power of sale)	Mortgage foreclosure by power of sale	N/A	No Change	N/A
6.20(7) (foreclosure sale by public auction)	Where a sale is conducted by public auction, the auctioneer's fee shall not exceed three percent (3%) of the gross amount realized from the sale.	N/A	No Change	N/A
6.20(8) (mortgagor and mortgagee may bid for mortgaged property at public auction)	A mortgagor and a mortgagee are both competent to bid and purchase a mortgaged property at a public auction just as all other persons.	--Repeal Property Law section of foreign mortgages, and address foreign mortgagees in Land Rights Law	Amend	A mortgagor and a mortgagee are both competent to bid and purchase a mortgaged Private Land and appurtenances at a public auction just as all other persons.
6.20(9) (mortgagee liable if violate foreclosure rules)	Mortgagee liable if violate foreclosure rules	N/A	No Change	N/A
6.21 (valuation of mortgaged property)	Valuation of Mortgaged Property	N/A	No Change	N/A
6.22 (reserved price of mortgaged property)	Reserved Price of Mortgaged Property	--Clarify meaning of property	Amend	

Uniform Commercial Code of Liberia				
Section	Current Language	Issue(s)	Action	Proposed Language
6.23 (purchaser's interest in the sale of mortgaged property)	Purchaser's Interest in the Sale of Mortgaged Property	--Same as above	Amend	
6.24 (mortgagor's right of redemption)	Mortgagor's Right of Redemption. A mortgagor may, at any time before the sale of the property redeem the mortgaged property by paying the outstanding amount of the loan plus accrued interest and all expenses incurred by the mortgagee as a result of the default of the mortgagor.	--Same as above	Amend	Mortgagor's Right of Redemption. A mortgagor may, at any time before the sale of the Private Land and appurtenances redeem the mortgaged land and appurtenances by paying the outstanding amount of the loan plus accrued interest and all expenses incurred by the mortgagee as a result of the default of the mortgagor.
6.25 (proceeds from sale of mortgaged property)	Proceeds from sale of mortgaged property	--Same as above	Amend	
6.26 (liability and right of the mortgagor relative to sale proceeds)	Liability and Right of the Mortgagor Relative to Sale Proceeds	N/A	No Change	N/A

Zoning Act for the City of Monrovia (same as below)				
Section	Current Language	Issue(s)	Action	Proposed Language

Zoning Law				
Section	Current Language	Issue(s)	Action	Proposed Language
2 (scope of zoning act)	The provisions of the Zoning Act of 1958 shall regulate the location and use of buildings and structures, the nature and	--Clarify the term "land"	Amend	The provisions of the Zoning Act of 1958 shall regulate the location and

Zoning Law				
Section	Current Language	Issue(s)	Action	Proposed Language
	extent of the uses of land, and the density of population within the Commonwealth District of Monrovia, Montserrado County, Republic of Liberia. They may be extended to any or all other municipalities within the Republic and shall serve as a model for zoning regulations for other municipalities.			use of buildings and structures, the nature and extent of the uses of land, whether Private Land, Government Land, or Public land, and the density of population within the Commonwealth District of Monrovia, Montserrado County, Republic of Liberia. They may be extended to any or all other municipalities within the Republic and shall serve as a model for zoning regulations for other municipalities.
22(1) (residence R1 districts includes public schools, public libraries, public parks)	Residence RI Districts. In residence RI districts no building, structure, or land shall be used and no building or structure shall be erected, constructed, or altered to be used, for any purpose other than: (b) a church, public school, public library, public park, or playground	--Clarify that public school, public library, public park is Government Land under the Land Rights Law	Amend	Residence RI Districts. In residence RI districts no building, structure, or land, whether Public Land, Government Land, or Private Land shall be used and no building or structure shall be erected, constructed, or altered to be used, for any purpose other than: (b) a church, public school, public library, public park, or playground

Community Rights Law Regulations³¹				
Section	Current Language	Issue(s)	Action	Proposed Language
Preamble (framework for communities to access, manage, and use land; establishment of forest	Whereas, the Community Forest Rights Law of 2009 provides the legal framework that empowers local communities located in or near forest lands to access, manage, use and benefit from forest resources on those lands for sustenance and livelihood improvements as well as for community development.	--Connect forest lands to the land owned by communities and its members as Customary Land	Amend	Whereas, the Community Forest Rights Law of 2009 provides the legal framework that empowers communities to access, manage, use and benefit from their forest resources on Customary Land, as established and recognized by the Land Rights

³¹ As far as I know, this regulation has not been finalized.

Community Rights Law Regulations ³¹				
Section	Current Language	Issue(s)	Action	Proposed Language
communities)				Law, for sustenance . . .
Preamble	Whereas, the Community Rights Law with Respect to Forest Lands of 2009 regulation will determine the rules, guidelines and procedures for the establishment of forest communities to access, manage, use the benefits of forest resources within the Republic of Liberia	--Include ownership of forest resources on the community's Customary Land	Amend	Whereas, the Community Rights Law with Respect to Forest lands of 2009 regulation will determine the rules, guidelines and procedures for the establishment of community bodies to secure access, management, and use of community forest resources on Customary Land, as established and recognized by the Land Rights Law, within the Republic of Liberia.
1.2 (definitions of community forest agreement, authority regulatory rights, community forest, forest community, forest management committee/body, community assembly, and executive committee)	Community Forest Agreement: a written agreement between a forestry community and the Forestry Development Authority that grants and protects a forest community's rights within a specified area to access, use, manage, protect and benefit from forest resources in a sustainable manner.	--Do we want to keep this arrangement whereby communities need to enter into an agreement with the FDA to use forests which the community owns as equal to private ownership rights? If we don't require it of private land owners, why require it of communities?	???	
1.2	Authority regulatory rights: rights of the Forestry Development Authority to regulate all forest resources in Liberia, except those located on communal lands	--Clarify what is communal lands	Amend	
1.2	Community Forest is the natural forest and/or forest plantation where rights are granted by the Authority to a community living in or near it to access, use, and manage in a sustainable manner in compliance with a Community Forest Agreement	--Again, need to give rights over land and forests which the community owns as equal to private land rights?	???	
1.2	Forest community is a community authorized by the Authority under the Community Forest Agreement to access, use, manage, and benefit from forest resources	Same as above	???	

Community Rights Law Regulations ³¹				
Section	Current Language	Issue(s)	Action	Proposed Language
	within a specified area in an agreeable sustainable manner.			
1.2	Definitions of Forest Management Committee/Body, Community Assembly, Executive Committee	--Relationship between these institutions and community legal entities under the Land Rights Law?		
1.5 (land ownership issues to be decided by Land Commission and/or MLME)	All land ownership issues, including lands on which there are forest resources, shall be left to be addressed by the Lands Commission and/or the Ministry of Lands, Mines and Energy. Accordingly, this regulation addresses and relates to only issues of community access, management, use, and control of forest resources on land.	N/A	No Change	N/A
1.6 (community forest entities to operate with openness, inclusiveness, and accountability)	<p>In all of its activities, the Community Assembly, the Executive Committee, and the Community Forest Management Committee/Body shall operate with openness, inclusiveness, and accountability.</p> <p>At the community level, a community is considered a civil society organization and as such, all local residents aged 18 and above can participate in activities of the community forestry program under policies issued by the Community Assembly and guidelines issued by the Community Forest Management Committee/Body.</p> <p>At the national and county levels, all meetings of a Community Assembly shall be opened to civil society organizations as observers. Civil society organizations shall have access to all public information of a forest community.</p>	<p>--Change last few adjectives to conform with Land Rights Policy and Law</p> <p>--Similar rules for community legal entities under Land Rights Policy/Law? Relationship between them?</p>	Amendtransparency, accountability, and inclusiveness.
2.1 (FDA has power to grant a community the right to access, manage, and use forest resources)	Pursuant to the powers of the Authority under the Act creating it and the NFRL of 2006, the Authority shall have the powers to grant a community the right to access, manage, use and benefit from forest resources on a specified area of land. Only the Authority has powers to grant rights to a community to plan and implement a forest management program.	--Statist, want to keep even though community's now own their forests same as private land owners?	???	
2.5 (US\$500 fee for community forest application)	A community applying for community forest status shall pay a non-refundable application fee of United States Five Hundred Dollars (US\$500)	--Same as above, need to pay a fairly large sum in order to be given the right to use forests on their own land?	???	

Community Rights Law Regulations ³¹				
Section	Current Language	Issue(s)	Action	Proposed Language
2.6 (socio-economic survey)	With the consent and involvement of community members, the Authority shall access and undertake a socio-economic profile reconnaissance survey of the land on which the community wants to use for its forestry program. The survey will generally cover the land, resources on the land, the people and their way of life, including their relationship to the land and forest resources on the land. The report of the survey shall be shared with the community and contesting communities.	--Seems too general (contesting communities?) and needs to be amended in light of provisions on boundary demarcation, etc. in the Land Rights --Use of the term "land" needs to be revised to fit it into the Customary Land category	Amend	With the consent and involvement of community members and neighboring communities, the Authority shall access and undertake a socio-economic profile reconnaissance survey of the land on which the community wants to use for its forestry program. The survey will generally cover the Customary Land, resources on the land, the people and their way of life, including their relationship to the land and forest resources on the land.
2.7 (notice to adjacent communities for socio-economic survey)	Notice to adjacent communities for socio-economic survey	--Same as above	Amend	
2.8 (survey, demarcation, and mapping of specified area)	In collaboration with relevant government institutions such as the Ministry of Internal Affairs, the Ministry of Lands, Mines and Energy, and the Lands Commission, the Authority shall survey and demarcate community forest area over which a community wants to be given access, management and user rights. A map depicting the exact area delimited and showing adjacent areas shall be produced as a result of the survey and demarcation process. Cornerstone pegs shall also be planted on the ground to identify the metes and bounds of the forest land.	--Same as above, plus link with Land Administration Policy	Amend	
2.9 (notice period for demarcation survey)	A 15-day notice shall be given to adjacent communities prior to the date of the demarcation survey. Representatives of adjacent communities shall also be allowed to cooperate with the Authority and relevant institutions in the mapping and demarcation survey	--Same as above	???	
2.10 (notice period for survey and demarcation)	For a period of 15 days, the preliminary draft of the survey and demarcation report shall be posted in the community and shared with adjacent communities for the purpose of	--Same as above	???	

Community Rights Law Regulations ³¹				
Section	Current Language	Issue(s)	Action	Proposed Language
report)	their review and comments prior to the finalization of the report.			
2.11 (third party objections to community forest designation)	Third parties may object to the designation of a specified area for community forestry program. All such objections shall be investigated and acted upon by the Authority within 30 days if it relates solely to forestry resources matters; or by the FDA, MIA, Lands Commission, Ministry of Justice, and MLME within ninety (90) days if it concerns forestry resources and other issues such as land, survey, demarcation, and mapping	--Same as above --Is this realistic given the mess that exists in many parts of the country, with concessions on top of concessions on top of Customary Land?	???	
2.12 (FDA preliminary permission to organize as Forest Community)	Following the identification, assessment and demarcation of the forest area, as well as the resolution of all associated conflicts, the Authority shall give preliminary permission to the community to organize itself into a Forest Community for the purpose of undertaking a community forestry management program.	--Statist, see above	Amend	
Ch. 3 (Community Forest Governance)	Community Forest Governance	--Clarify relationship between these entities and the community legal entity provided for in the Land Rights Policy and Law	???	
Ch. 4 (Community Forest Management)	Community Forest Management	--Same as above	???	
Ch. 5 (Primary and Secondary User's Rights)	Primary and Secondary User's Rights	--Same as above ---Reconcile with definition of community membership in Land Rights Policy and Law	???	
6.3 (prior, free, informed consent is not absolute and does not supersede FDA regulatory authority and NFRL)	The CRL provides a strong basis of community participation in community forestry matters by providing that "prior, free, and informed consent" of communities are required for all decisions affecting the use of community resources. This right, however, is not absolute and particularly does not override the powers of the Authority to regulate community forestry programs in accordance with the Act creating and establishing the Authority or the National Forestry Reform Law of 2006. Accordingly,	--Extremely problematic, for at least two reasons: 1) defies statutory provision that CRL supersedes the NFRL in cases of conflict, and 2) given that communities now own their forests and their own Customary Land their consent (i.e. their ownership rights as private land rights) cannot be trumped by FDA's regulatory authority to, presumably, do with their forest as the FDA	Repeal	N/A

Community Rights Law Regulations ³¹				
Section	Current Language	Issue(s)	Action	Proposed Language
	where the regulatory powers of the Authority and the consent rights of a community are in conflict, the regulatory powers of the Authority shall prevail over those of the community	wishes.		
6.4 (revocation of community forest status)	The authority, in accordance with Chapter 5 of the Community Rights Law with Respect to Forest Lands of 2009, shall have the powers to revoke the status of a community engaged in community forestry if it finds that forestry resources are being seriously damaged, or if the Community Forest Management Committee does not comply with other standing regulations, all of which seek to achieve sustainable forest management, or if the community forestry program as being implemented seriously breaches the terms of the Agreement between the Community and the Authority.	--Soften in light of community ownership of their forests and land; as currently worded very paternalistic and incompatible with ownership of Customary Land, including trees, as equal to private land ownership	Amend	
Ch. 7 (Community Forest Agreement)	Community Forest Agreement	--Clarify relationship between agreement, the institutions, the role of the FDA and community ownership of the resources and community legal entity in the Land Rights Policy	???	
7.6 (duration of community forest agreement)	A Community Forest Agreement shall be in effect for not more than a period of fifteen years from the date of approval by the Forestry Development Authority. One year prior to the expiration of the Agreement, the Community Forestry Management Committee shall submit a written request to the Forestry Development Authority to renew the Agreement for an additional fifteen (15) year term.	--Do you even need the FDA to sign off on the community's use of its own forests when in fact it is on land that is equal to private land? Perhaps so because the forest could still be used for commercial purposes and thus it should be treated the same as commercial activity on Private Land (i.e. PUPs) which require approval by the FDA.	???	
7.7 (approval or rejection of renewal of agreement)	The request for renewal shall be approved by the Authority within 60 days prior to the expiration date of the agreement. The Authority may reject the request for renewal by sending a written finding to the Community Forestry Management Committee, based on monitoring and evaluation reports, with participation of the Community Forestry Management Committee, certifying the reasons	--Same as above	???	

Community Rights Law Regulations ³¹				
Section	Current Language	Issue(s)	Action	Proposed Language
	and evidence that the previous community forest management process was not in compliance with the Community Forest Agreement and/or Community Forest Management Plan.			
7.8 (automatic renewal of agreement)	If the Authority does not give a response to the request to renew the Community Forest Agreement within sixty (60) days prior to its expiration date, the Agreement shall be renewed automatically for another period of fifteen years.	--Same as above		
7.9 (Termination of the Community Forest Agreement)	<p>The Community Forest Agreement may be terminated prior to the expiration date based on one or more conditions as follows: Written agreement between the parties; Agreement among Community Forestry Management Committee and at least 2/3 of the Community Assembly members; Noncompliance with or serious violation of the terms and conditions in the Community Forest Agreement and/or the Forest Management Plan. An undertaking by the Government that there is another purpose which provides a higher social and public benefit to the community and/or people of Liberia.</p> <p>If the Government of Liberia desires to terminate a Community Forest Agreement for another purpose that provides a higher social and public benefit to the community and/or people of Liberia, then the Authority shall give the Community Forest Management Committee a written notice of six (6) months prior to the date of termination. Such notice of termination shall include the reasons for termination. Within this period, the Authority shall hold discussions and negotiate with the Community Forest Management Committee to determine a fair way to underwrite identified community losses.</p>	<p>--Same as above</p> <p>--The provision on the Government's right to terminate a forests status as community forest is completely inconsistent with the community's ownership right being as protected as private ownership and must be repealed.</p>	??/Repeal	
Ch. 8 (Community Forest Management Plan)	Community Forest Management Plan	--Same as above	???	

Community Rights Law Regulations ³¹				
Section	Current Language	Issue(s)	Action	Proposed Language
Ch. 9 (Commercial Activities in Community Forestry)	Commercial Activities in Community Forestry	--Reference Land Rights Law in part of sections that expressly require commercial activities to be in compliance with several laws	Amend	“medium scale commercial activities shall be governed by the Land Rights Law and the ten core regulations particularly in respect to the following:” “Large-scale commercial activities shall be governed by the Land Rights Law and the ten core regulations . . .”
9.4 (5 year bar on commercial use of timber; no concessions on community forest)	A Forest Community under a Community Forest Agreement may not harvest, process, transport and sell timber forest products within the first five (5) years of approval of the Community Forest Management Plan Further, communities may not: Use the community forest in the form of a concession; Sell or transfer their rights granted in a Community Forest Agreement to a third party; and Harvest forest products and non-timber forest products greater than the terms and conditions of the approved Community Forest Management Plan	--This is rather hamfisted approach to the problem of transfer without the institutions being in place; consistent with the Land Rights Law, better to bar transfer of commercial use rights unless the transfer is transparent, accountable, and inclusive (i.e. unless the community legal entity and/or community forest management body, etc. are in place) --The blanket bar on granting of concessions or transferring to third parties is contrary to the Land Rights Policy and needs to be revised. They own and they can sell it to whomever so long as the institutions and process are accountable, transparent, and inclusive (i.e. they have the requisite institutions in place to do so responsibly)	Amend	
9.5 (FDA must consent to large scale commercial use of community forest)	Agreement with third party businesses in large scale commercial activities on community forest lands shall be with the advice, consent, and participation of the Authority, as well as be subject to the rules and regulations of a Forest Management Contract	--Does this make sense given the lack of trustworthiness of the FDA in the eyes of communities and the fact that communities now own their land?	???	
Ch. 10 (management of community forest funds)	Management of Community Forest Funds	--Clarify relationship with community legal entities provided for in the Land Rights Policy	???	

Forestry Reform Law Regulation No. 102-7: Forest Land Use Planning

Section	Current Language	Issue(s)	Action	Proposed Language
1(a) (definition of affected community)	Affected Community: a community comprising less than a statutory district (including chiefdoms, clans, townships, towns, villages, and all human settlements) whose interests are likely to be affected by Operations carried out under a Forest Resources License. “Interests” for purposes of this definition may be of an economic, environmental, health, livelihood, aesthetic, cultural, spiritual, or religious nature.	--Add as examples of a community, a Community Forest Management Body, a community legal entity under the Land Rights Law, and a community and its members who own Customary Land in accordance with the Land Rights Law, whether deeded or not --Add to interests, legal interests and ownership and other land rights interests	Amend	
22(e) (FDA to respect customary and statutory land tenure rights)	The Authority shall respect customary and statutory land tenure rights in connection with all forest land use planning activities undertaken or sanctioned by the Authority. The Authority shall seek guidance on matters of land tenure, as necessary, from the Forestry Management Advisory Committee and any governmental entity that may be established to address land tenure issues in Liberia.	--Make connection to Land Rights Law stronger as opposed to using rather vague “land tenure rights”	Amend	The Authority shall respect Customary Land and Private Land ownership, use, and management rights, as established and recognized in the Land Rights Law, in connection with all forest land use planning activities undertaken or sanctioned by the Authority. . . .
61(c) (conditions for FDA authorization of commercial use)	The Authority shall not propose a Forest Land Use Action that would allow Commercial Use unless each of the following conditions is satisfied: (1) The area to be committed to Commercial Use does not include any part of a Protected Area or Proposed Protected Area, deeded or tribal land, or an area known to contain mineral deposits of substantial commercial value, (2) If the area to be committed to Commercial Use contains sufficient Timber volume to support the Commercial Use to be permitted, (3) If the area to be committed to Commercial Use includes customarily held Forest Land, a Community Forest Development Committee has granted, prior, informed consent to the Commercial Use, in writing, on behalf of Affected Communities.	--Clarify relationship between Protected Areas and Proposed Protected Areas under this regulation and the NFRL and Protected Areas in the Land Rights Law --Change “deeded or tribal land” to Customary Land or Private Land as established and recognized under the Land Rights Law --What are these Community Forest Development Committees? The NFRL does not mention the term and there is no clear guidance in the Forestry Regulations about how they are created and their composition. Given that we will have community legal entities under the Land Rights Law and Community Forest Management Bodies under the CRL, one more institution will just add to the confusion. Suggest amending this	Amend	

Forestry Reform Law Regulation No. 102-7: Forest Land Use Planning

Section	Current Language	Issue(s)	Action	Proposed Language
		section and all references to Community Forest Development Committees and in its place refer to the CRL and CFMB and community legal entities under the Land Rights Law. Also, use the term prior, free, informed consent and not just prior informed consent.		

Forestry Reform Law Regulation No. 103-7: Bidder Qualifications

Section	Current Language	Issue(s)	Action	Proposed Language
1(i) (definition of Person)	Person: An individual, partnership, joint venture, association, corporation, trust, estate, unincorporated entity, community, government or state, and any branch, division, political subdivision, instrumentality, authority, or agency thereof.	--Expressly remove communities and community legal entities under the Land Rights Law because the Forestry Reform Law and this regulation are dealing only with Private Land and Public Land. Forest resources on Customary Land shall be governed by the Community Rights Law.	Amend	Any individual . . . un-incorporated entity, government, or state . . . For the purposes of this law, a Person shall not include a community or community legal entity as defined and recognized in the Land Rights Law.

Forestry Reform Law Regulation No. 104-7: Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits

Section	Current Language	Issue(s)	Action	Proposed Language
1(b) (policy aim of benefits to forest-dependent communities)	When allocating commercial access to Forest Resources, the Authority and its staff aim to: Provide social and economic benefits to forest-dependent communities and the nation as a whole.	--Clarify what is meant by forest-dependent communities; also, should this even be a concern in these cases, when the only land that these contracts can be extended to is either Public Land or Private Land?	Amend	
2(a) (definition of Affected Community)	Affected Community: A community comprising less than a statutory district (including chiefdoms, clans, townships, towns, villages, and all human settlements) whose interests are likely to be affected by Operations carried out under a Forest Resources License. "Interests" for purposes of this definition may be of an economic, environmental, health, livelihood, aesthetic, cultural, spiritual, or religious nature.	--Add as examples of a community, a Community Forest Management Body, a community legal entity under the Land Rights Law, and a community and its members who own Customary Land in accordance with the Land Rights Law, whether deeded or not	Amend	

Forestry Reform Law Regulation No. 104-7: Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits				
Section	Current Language	Issue(s)	Action	Proposed Language
		--Add to interests, legal interests and ownership and other land rights interests		
2(e) (definition of Forest Resources)	Forest Resources: Anything of practical, commercial, social, religious, spiritual, recreational, educational, scientific, subsistence, or other potential use to humans that exists in the forest environment, not limited to flora, fauna, or micro-organisms.	--Per JB's recommendation, need to narrow this definition, but as far as the Land Rights Policy is concerned, it is ok.	No Change	N/A
2(i) (definition of Person)	Person: An individual, partnership, joint venture, association, corporation, trust, estate, unincorporated entity, community, government or state, and any branch, division, political subdivision, instrumentality, authority, or agency thereof.	--Expressly remove communities and community legal entities under the Land Rights Law because the Forestry Reform Law and this regulation are dealing only with Private Land and Public Land. Forest resources on Customary Land shall be governed by the Community Rights Law.	Amend	Any individual . . . un-incorporated entity, government, or state . . . For the purposes of this law, a Person shall not include a community or community legal entity as defined and recognized in the Land Rights Law.
2(j) (definition of Proposed Protected Area)	Proposed Protected Area: An area that the Authority has identified as suitable for designation as a Protected Area in an approved National Forest Management Strategy under Chapter 4 of the National Forestry Reform Law of 2006.	--Clarify relationship with Protected Areas under Land Rights Policy/Law	Amend	
2(k) (definition of Protected Areas Ordinarily Closed to Commercial Use)	Protected Areas Ordinarily Closed to Commercial Use: Nature Reserves, National Parks, Strict Nature Reserves, and other special areas set aside for non-extractive uses under Chapter 9 of the National Forestry Reform Law of 2006.	--Same as above	Amend	
21(b)(4) (prerequisite that area not a Protected Area)	In addition to the requirements found in the National Forestry Reform Law of 2006, the Authority shall only seek to offer FMCs and TSCs on areas that have all of the following characteristics: (4) The area excludes lands in Protected Areas Ordinarily Closed to Commercial Use or Proposed Protected Areas, unless the Authority makes a written finding explaining why the Commercial Use would be compatible with the lands' protected status.	--Same as above	Amend	
21(b)(5) (prerequisite that not land outside FDA authority)	The area excludes lands where the Authority does not have the power to grant permission to harvest Forest Resources.	--Alter significantly so it makes it clear that these FMSs and TSCs are not to cover Customary Land or Government Land under the Land Rights Law. As written it is rather vague.	Amend	The area excludes Customary Land and Government Land as defined and recognized in the Land Rights Law.

Forestry Reform Law Regulation No. 104-7: Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits				
Section	Current Language	Issue(s)	Action	Proposed Language
22(a) (preliminary consultations with affected communities)	Before seeking a Certificate for Concessions with respect to an area, the Authority shall conduct preliminary consultations with Affected Communities pursuant to this Section.	N/A	No Change	N/A
22(b) (notice of intent to consult)	The Authority shall give notice of its intent to conduct consultations with representatives of Affected Communities by: (1) Publication of a notice in a newspaper of general circulation in the area, if one exists; publication of a notice in a newspaper of general circulation in Monrovia; and announcement on national radio stations and community radio stations with coverage in the area; and (2) Sending written notice to Persons on any forest management stakeholder list maintained under Authority Regulation No. 101-07, concerning public participation.	--Clarify what is meant by “representatives of Affected Communities?”. Community legal entities under the Land Rights Law and CFMBs?	Amend	
22(c) (identification of affected communities)	The Authority shall identify as an Affected Community each community—(1) Located within the geographic area that will be subject to the Forest Resources License; (2) Located adjacent to the geographic area that will be subject to the Forest Resources License; (3) Whose members use Natural Resources located in the geographic area that will be subject to the Forest Resources License; (4) Determined to be affected through the local validation process established by Part Six of Authority Regulation No. 102-07, concerning forest land use planning; or (5) That, for any other reason, the Authority reasonably believes will be affected by activities conducted under the Forest Resources License	--Subpart A should be deleted because these communities will be on Customary Land and thus it cannot be subject to licenses under the NFRL and even if it were, consent is required, not just consultation. --Subpart C is questionable because if the communities use those resources, chances are it fits within the Land Rights Policy definition of Customary Land, but there may be exceptions to this. Revise accordingly.	Amend	The Authority shall identify as an Affected Community each community—(1) Located adjacent to the geographic area that will be subject to the Forest Resources License; (2) Whose members use Natural Resources located in the geographic area that will be subject to the Forest Resources License, provided the Natural Resources are not located on Customary Land or Government Land
22(d) (FDA to maintain list of affected communities)	The Authority shall maintain a list of Affected Communities for each area subject to an FMC, a TSC, or a Major FUP.	N/A	No Change	N/A
22 (e) (review of decision to list as affected community)	Any individual who believes that the Authority should have identified the individual’s community may ask the Board to review the decision of the Authority not to include the community. (1) Following receipt of a request under this Subsection, the Board shall determine whether the	N/A	No Change	N/A

Forestry Reform Law Regulation No. 104-7: Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits				
Section	Current Language	Issue(s)	Action	Proposed Language
	community satisfies the definition of an Affected Community set forth in Section 1(a) of this Regulation, (2) The Board shall issue any determination made under this Subsection in writing.			
22(f) (consultation with Community Forestry Development Committees)	For purposes of conducting preliminary consultations with Affected Communities under this Section, the Authority shall consult with Community Forestry Development Committees that satisfy the requirements of Part Six of Authority Regulation No. 105-07, concerning major pre-felling operations, or with an interim representative selected under Subsection (g)(2) of this Section.	--See comments above about Community Forestry Development Committees and replace with CFMB or community legal entity under the Land Rights Law	Amend	
22(g) (FDA to establish Community Forestry Development Committee for unrepresented Affected Communities)	If the Authority determines that one or more Affected Communities is not represented by a Community Forestry Development Committee, the Authority shall use its best efforts to ensure that the unrepresented Affected Communities are brought under the representation of existing or new Community Forestry Development Committees. (1) The Authority may take steps to facilitate the prompt establishment of a new Community Forestry Development Committee to represent an unrepresented Affected Community. (2) The Authority may, in coordination with civil society organizations, facilitate a process of participatory selection of an interim representative for an unrepresented Affected Community, until that Affected Community can be represented by a Community Forestry Development Committee.	--Same as above	Amend	
22(h) (list of Community Forestry Development Committees)	The Authority shall maintain a list of Community Forestry Development Committees representing Affected Communities subject to each potential FMC, TSC, or Major FUP.	--Same as above	Amend	
22(i) (FDA to consult with Community Forestry Development	The Authority shall consult with Community Forestry Development Committees representing the Affected Communities, concerning the Forest Resources License proposed for the area. The Authority shall use its best efforts to understand the priorities and concerns of all	--Same as above	Amend	

Forestry Reform Law Regulation No. 104-7: Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits				
Section	Current Language	Issue(s)	Action	Proposed Language
Committees)	Affected Communities with respect to the proposed Forest Resources License.			
22(j) (prior free informed consent of Affected Communities required for FMC or TSC)	Social Agreements—(1) The Authority shall not proceed with offering a proposed FMC or TSC unless the Authority has obtained free prior informed consent, in writing, from Community Forestry Development Committees representing all Affected Communities identified under this Section, to negotiate in good faith a social agreement with the winning bidder and subject themselves to independent arbitration should those negotiations not reach a satisfactory conclusion. (2) If the Authority fails to obtain agreement under Paragraph (1) of this Subsection from Community Forestry Development Committees representing all Affected Communities, the Authority may reconsider the terms of the proposed FMC or TSC.	--Same as above regarding the Community Forest Development Committees --Maintain written prior free informed consent but add, in addition to reconsidering the FMC or TSC, the Government may exercise its eminent domain authority in accordance with the Land Rights Law if no agreement is reached. (However, may want to reconsider PFIC given the changes that clearly remove Customary Land from the areas subject to a FMC or TSC).	Amend	
22(k) (Community Forestry Development Committees may seek the assistance of experts, legal counsel, etc.)	Community Forestry Development Committees may seek the assistance of experts, legal counsel, civil society organizations, or any other Person to help them effectively represent the interests of Affected Communities in consultations under this Section.	--Same as above regarding Community Forestry Development Committees.		
34(b) (additional contract provisions to be included in concession bid documents)	In the concession bid documents required under Section 104 of the Public Procurement and Concessions Act, as amended, the Authority shall include all the additional specific provisions or conditions the Authority expects to include in the final contract, including provisions identifying the lands subject to the concession; requirements for the installation of wood processing facilities, if any; and requirements for forest certification, if any.	N/A	No Change	N/A
41(b) (reasonable inspection conditions to	As part of the invitation for bids for an FMC or TSC, the Authority may state reasonable inspection conditions to protect Forest Resources and the interests of communities	--Define communities along the lines of the Land Rights Policy/Law or amend so it reads affected communities	Amend	

Forestry Reform Law Regulation No. 104-7: Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits				
Section	Current Language	Issue(s)	Action	Proposed Language
protect Forest Resources)	in the area.			

Forestry Reform Law Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses				
Section	Current Language	Issue(s)	Action	Proposed Language
1(a) (definition of affected community)	Affected Community: a community comprising less than a statutory district (including chiefdoms, clans, townships, towns, villages, and all human settlements) whose interests are likely to be affected by Operations carried out under a Forest Resources License. "Interests" for purposes of this definition may be of an economic, environmental, health, livelihood, aesthetic, cultural, spiritual, or religious nature.	--Add as examples of a community, a Community Forest Management Body, a community legal entity under the Land Rights Law, and a community and its members who own Customary Land in accordance with the Land Rights Law, whether deeded or not --Add to interests, legal interests and ownership and other land rights interests	Amend	
24(a)(1) (requirements for certification of pre-felling operations)	To obtain certification by the Authority of all Major Pre-Felling Operations, the Holder shall submit to the Authority a request for certification, together with complete copies of all of the following: (1) Executed social agreement. A complete copy of one or more executed social agreements, bearing the verifiable signatures of members of Community Forestry Development Committees that represent all Affected Communities with respect to the area to be logged under the Forest Resources License.	--See discussion about regarding Community Forestry Development Committees	Amend	
31(a) (holder to negotiate social agreements)	The Holder shall negotiate one or more social agreements for the benefit of all Affected Communities with respect to the area to be logged under the Forest Resources License.	--Ok, assuming a redefinition of affected community as discussed above.	No Change	N/A
31(b) (duration of social agreements)	A social agreement negotiated and executed under this Regulation has a duration of five years (for FMCs) or three years (for TSCs). (1) The Holder shall ensure that at all times, for the duration of the Forest Resources License, a social agreement for the benefit of all Affected Communities is in force with respect to the area to be logged. (2) The Holder may not fell trees unless a social agreement for the benefit of all Affected Communities is in force with respect to the area to be logged.	--Same as above	No Change	N/A

Forestry Reform Law Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses				
Section	Current Language	Issue(s)	Action	Proposed Language
32(a) (notice requirements)	The Holder shall give notice of its intent to conduct negotiations with representatives of Affected Communities by	--Clarify what is meant by representatives by tying it to CFMBs and community legal entities	Amend	
32(b) (identification of Affected Communities)	The Holder shall identify as an Affected Community each community (1) Maintained on the list of Affected Communities identified by the Authority during the concession allocation process or the local validation process for the Forest Resources License, and (2) Any other community—(A) Located within the geographic area that will be logged under the Forest Resources License, (B) Located adjacent to the geographic area that will be logged under the Forest Resources License; (C) Whose members use Natural Resources located in the geographic area that will be logged under the Forest Resources License; (D) Determined to be affected through the local validation process established by Parts Six of Authority Regulation No. 102-07, concerning forest land use planning, with respect to the area that will be logging under the Forest Resources License, or (E) That, for any other reason, is likely to be affected by the Operations of the Holder	--Subpart A should be deleted because these communities will be on Customary Land and thus it cannot be subject to licenses under the NFRL and even if it were, consent is required, not just consultation. --Subpart C is questionable because if the communities use those resources, chances are it fits within the Land Rights Policy definition of Customary Land, but there may be exceptions to this. Revise accordingly.	Amend	The Authority shall identify as an Affected Community each community—(1) Located adjacent to the geographic area that will be subject to the Forest Resources License; (2) Whose members use Natural Resources located in the geographic area that will be subject to the Forest Resources License, provided the Natural Resources are not located on Customary Land or Government Land
32(c) (list of Affected Communities)	The Holder shall maintain a list of Affected Communities for its Forest Resources License.	N/A	No Change	N/A
32(d) (review of decision to list as affected community)	Any individual who believes that the Holder should have identified the individual's community may ask the Authority to review the decision of the Holder not to include the community. (1) Following receipt of a request under this Subsection, the Authority shall determine whether the community satisfies the definition of an Affected Community set forth in Section 1(a) of this Regulation. (2) The Authority shall issue any determination made under this Subsection in writing and notify the Holder and the requesting individual of its determination.	N/A	No Change	N/A
32(e) (social agreements with	For purposes of this Regulation, the Holder may negotiate and enter into social agreements for the benefit of Affected	--See comments above about Community Forestry Development Committees and	Amend	

Forestry Reform Law Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses				
Section	Current Language	Issue(s)	Action	Proposed Language
Community Forestry Development Committees)	Communities only with a Community Forestry Development Committee that satisfies the requirements of Part Six of this Regulation, or with an interim representative selected under Subsection (f)(2) of this Regulation.	replace with CFMB or community legal entity under the Land Rights Law		
32(f) (FDA to establish Community Forestry Development Committee for unrepresented Affected Communities)	If the Holder determines that one or more Affected Communities is not represented by a Community Forestry Development Committee, the Holder shall report this determination to the Authority, which shall use its best efforts to ensure that all Affected Communities are brought under the representation of existing or new Community Forestry Development Committees. (1) The Authority may take steps to facilitate the prompt establishment of a new Community Forestry Development Committee to represent an unrepresented Affected Community. (2) The Authority may, in coordination with civil society organizations, facilitate a process of participatory selection of an interim representative for an unrepresented Affected Community, until that Affected Community can be represented by a Community Forestry Development Committee.	--Same as above	Amend	
32(g) (list of Community Forestry Development Committees)	The Holder shall maintain a list of Community Forest Development Committees representing Affected Communities for its Forest Resources License	--Delete because covered by 32(c). Obviously a drafting error.	Repeal	N/A
32(h) (FDA to negotiate social agreements with Community Forestry Development Committees)	The Holder shall negotiate one or more social agreements with Community Forestry Development Committees representing the Affected Communities for the Holder's Forest Resources License.	--Also seems redundant given 32(e)	Repeal	N/A
32(i) (Community Forestry	Community Forestry Development Committees may seek the assistance of experts, legal counsel, civil society	--See above comments regarding Community Forestry Development Committees	Amend	

Forestry Reform Law Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses				
Section	Current Language	Issue(s)	Action	Proposed Language
Development Committees may seek assistance)	organizations, or any other person to help them effectively represent Affected Communities in negotiating or administering a social agreement with the Holder.			
33(a) (minimum requirements for social agreements)	A social agreement negotiated between a Holder and one or more Community Forestry Development Committees must contain all of the following elements . . . The Authority shall make model codes of conduct freely available on the Internet and shall, upon request, provide paper or electronic copies of model codes of conduct to Holders, Community Forestry Development Committees, and Affected Communities A requirement that the Holder release funds from the escrow account for the benefit of an Affected Community only upon written request by a Community Forestry Development Committee	--See above comments regarding CFDCs	Amend	
33(b) (social agreements may be tailored to local context)	Subject to the requirements and limitations of this Section, the Holder and Community Forestry Development Committees may agree to terms that are tailored to the local context.	--Same as above	Amend	
35(a) (opportunity to participate must be afforded)	In negotiating a social agreement with Community Forestry Development Committees, the Holder shall afford each Community Forestry Development Committee and the Affected Communities that it represents the opportunity to participate in at least one public meeting, facilitated and attended by the Authority, to ask questions about and express views on community rights and benefits under the Forest Resources License.	--Same as above --Also address use of the term “community” without modification, consider using term “affected community”	Amend	
35(a)(1) (minimum requirements for public meetings)	At each public meeting, the Holder shall (A) Describe to participants the Forest Resources License and its likely effects on the community, (B) Respond to participant questions about the Forest Resources License; and (C) Allow each participant an opportunity to comment—orally, in writing, or both—on the Forest Resources License.	--Clarify meaning of “community”	Amend	
35(a)(2) (languages of public meetings)	The Holder shall conduct each public meeting in English and any local vernacular necessary to ensure community understanding	--Same as above	Amend	
35(a)(3) (public	The Holder shall open each public meeting to all members	--Same as above	Amend	

Forestry Reform Law Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses				
Section	Current Language	Issue(s)	Action	Proposed Language
meetings open to all members of the public)	of the public, including, but not limited to, community members, industry representatives, government officials, members of civil society organizations, and the media.			
35(a)(4) (best efforts to include historically excluded groups)	The Holder shall use best efforts to involve women, youth, and other historically excluded groups in each public meeting	N/A	No Change	N/A
35(a)(5) (meeting location must ensure maximum participation)	The Holder shall select the location for each public meeting so as to ensure maximum participation by Affected Communities. Factors that the Holder may consider include—(A) Proximity to Forest Lands and communities likely to be most directly affected by the Forest Resources License; (B) Ease of access by community members, and (C) Whether the venue is sufficiently large to accommodate all participants who are likely to attend.	N/A	No Change	N/A
35(a)(7)(A) (advertisement of public meetings)	The Holder shall advertise each public meeting as follows: (A) By notifying such government officials and community leaders, including District Commissioners, Corps of Officers, Township Commissioners, City Mayors, Paramount Chiefs, Clan Chiefs, Landlords, General Town Chiefs, Town Chiefs, Quarter Chiefs, all members of Community Forestry Development Committees, and village heads	-- See above comments regarding CFDCs	Amend	
35(b) (social agreement to be signed in duplicate originals)	The Holder shall ensure that the social agreement is signed in duplicate originals, with the Holder retaining one original version and the Community Forestry Development Committee representative retaining the other original.	--Same as above	Amend	
36(c) (request for further information)	If the Authority requires additional information to determine whether the executed social agreement is complete, accurate, and in conformity with law, or whether the agreement represents the will of the Affected Communities, the Authority may request further information from the Holder, from Community Forestry Development Committees, or from any other source.	--Same as above	Amend	
36(d) (rejection of	If the Authority determines that the social agreement is	--Same as above	Amend	

Forestry Reform Law Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses

Section	Current Language	Issue(s)	Action	Proposed Language
social agreement)	<p>incomplete, inaccurate, or otherwise not in conformity with law, the Authority shall reject the agreement and provide to the Holder and the Community Forestry Development Committee a written explanation of the reason for its decision.</p> <p>(1) The Authority shall decline to attest to a social agreement on reasonable suspicion of inadequate public consultation, including either of the following: (A) Negotiations between the Holder and Community Forestry Development Committees omitted the interests of one or more Affected Communities. (B) The signature made on behalf of a Community Forestry Development Committee was not knowingly and voluntarily given.</p> <p>(2) The Holder may seek to remedy any insufficiencies in the social agreement identified by the Authority and, after further negotiations with the Community Forestry Development Committees and execution of a new agreement, submit a revised social agreement to the Authority for review.</p>			
37(a) (best efforts to resolve differences between Holder and Community)	In the event that the Holder and a Community Forestry Development Committee cannot in good faith agree to the terms of a social agreement under this Part, the Authority shall use best efforts to resolve outstanding differences between the Holder and the Community Forestry Development Committee	--Same as above	Amend	
37(b) (mediation between Holder and Community)	If the Holder or the Community Forestry Development Committee cannot, with the assistance of the Authority, resolve their differences, either may request non-binding, third-party mediation, the expense of which shall be borne by the Holder.	--Same as above	Amend	
37(c) (arbitration between Holder and Community)	If the Holder or the Community Forestry Development Committee is dissatisfied with the results of the mediation, either may request binding arbitration, the expense of which shall be borne by the Holder.	--Same as above	Amend	

Forestry Reform Law Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses				
Section	Current Language	Issue(s)	Action	Proposed Language
37(d) (appeal of arbitral decision)	Either the Holder or the Community Forestry Development Committee may appeal the results of the binding arbitration to a court of competent jurisdiction in the Republic.	--Same as above	Amend	
Part 6 (Community Forestry Development Committees; Requests for Disbursement of Funds)	Community Forestry Development Committees; Requests for Disbursement of Funds	--See above regarding Community Forestry Development Committees	Amend	

Forestry Reform Law Regulation No. 106-07: Benefit Sharing				
Section	Current Language	Issue(s)	Action	Proposed Language
Preamble	Whereas, procedures for allocating and distributing financial benefits to Counties and local communities must be fully transparent and accountable.	--Clarify what is meant by “local communities”; better to frame in terms of definition of community in the Land Rights Policy/Law	Amend	
1(a) (definition of Affected Community)	Affected Community: a community comprising less than a statutory district (including chiefdoms, clans, townships, towns, villages, and all human settlements) whose interests are likely to be affected by Operations carried out under a Forest Resources License. “Interests” for purposes of this definition may be of an economic, environmental, health, livelihood, aesthetic, cultural, spiritual, or religious nature.	--See discussion above regarding definition of Affected Community	Amend	
2 (purpose of regulation)	This Regulation implements the requirement of the National Forestry Reform Law of 2006 that the Authority establish a fair and transparent procedure for allocating a designated percentage of land rental fees to Counties and to communities entitled to benefit sharing under Forest Resources Licenses.	--Clarify definition of community and connect with the definition in the Land Rights Policy/Law	Amend	
31 (30% of land rental fees to Affected Communities)	In coordination with the Central Bank and the Ministry of Finance, the Authority shall ensure that a sum equal to 30 percent of all land rental fees collected is distributed to Affected Communities through the National Community	--Does not really make sense since these commercial forest rights cannot be on Customary Land but rather have to go through the CRL; depends on definition of	Amend	

Forestry Reform Law Regulation No. 106-07: Benefit Sharing				
Section	Current Language	Issue(s)	Action	Proposed Language
	Benefit Sharing Trust mechanism established by this Part.	Affected Community		
32 (quarterly distribution to national community benefit sharing trust)	In coordination with the Central Bank and the Ministry of Finance, the Authority shall distribute the amount established by Section 31 of this Regulation to the National Community Benefit Sharing Trust, on a quarterly basis.	--Same as above	Amend	
33(a) (purpose of the National Community Benefit Sharing Trust)	The purpose of the National Community Benefit Sharing Trust is to (1) Hold in trust and manage all funds received for the sole benefit of Affected Communities, (2) Receive and review applications for funds submitted by Community Forestry Development Committees on behalf of Affected Communities, (3) Disburse funds to Community Forestry Development Committees to undertake projects on behalf of the Affected Communities they represent.	--Same as above	Amend	
33(b) (composition of Trust Board)	The Trust Board is composed as follows: (1) One representative of a civil society organization. (2) One local Paramount Chief selected by his peers from a forest-dependent community. (3) One representative from the Government of Liberia; (4) One logging industry representative; (5) One representative of an international non-governmental organization; and (6) One representative of an international donor organization	--Rework composition to make room for CFMBs and/or Community legal entities under the Land Rights Policy/Law; consider removing requirement that Paramount Chief be on the board and instead allow more flexible representation (the selection of the paramount chief from “his peers” is not accountable, inclusive, or transparent); clarify that a forest-dependent community means community under the Land Rights Policy/Law	Amend	
33(d) (bylaws and guidelines for management of Trust)	Subject to broad public participation and comment, the Trust shall, in consultation with the Authority, relevant government agencies, local community representatives from Affected Communities, and civil society organizations, draft and adopt bylaws and guidelines for the operation and management of the Trust.	--Clarify what is meant by local community representatives from Affected Communities and link with CFMBs and/or community legal entities under Land Rights Policy/Law	Amend	
33(f) (manual of procedures and guidelines for allocation of Trust)	Subject to broad public participation and comment, the Trust shall, in consultation with the Authority, relevant government agencies, local community representatives from Affected Communities, and civil society	--Same as above --See above comments on use of Community Forestry Development Committees	Amend	

Forestry Reform Law Regulation No. 106-07: Benefit Sharing				
Section	Current Language	Issue(s)	Action	Proposed Language
Funds)	organizations, develop a manual of procedures and guidelines governing how it will allocate funds to and among Affected Communities, including how it will evaluate requests for funds submitted by Community Forestry Development Committees, and how it will ensure the fair allocation of limited funds among Community Forestry Development Committees.			
33(g) (staff for day-to-day operations)	The Trust may hire staff to conduct its day-to-day operations, including District-level staff to assist the Trust in evaluating local requests for disbursement of funds submitted by Community Forestry Development Committees on behalf of Affected Communities.	--See above comments on use of Community Forestry Development Committees and affected communities	Amend	
33(h)(7) (local government officials and community leaders not to benefit directly from trust funds)	None of the following individuals shall directly benefit from funds distributed by the Trust while in the service of the Republic: (7) Local government officials and community leaders, including District Commissioners, Corps of Officers, Township Commissioners, City Mayors, Paramount Chiefs, Clan Chiefs, Landlords, General Town Chiefs, Town Chiefs, Quarter Chiefs, all members of Community Forestry Development Committees, and village heads	--Include members of Community Assemblies and Community Forest Management Committees, as well as community legal entities	Amend	
33(i) (independent monitoring of Trust)	Civil society organizations, members of Affected Communities, and international organizations may provide independent monitoring of the creation and operation of the Trust.	--Same as above	Amend	
34 (requests of Community Forestry Development Committees)	Requests by Community Forestry Development Committees	--See above discussion of CFDCs	Amend	
41(a)(3), (4) (reporting of disbursements to communities and complaints from the public)	Within 60 days after the end of each fiscal year, the Authority shall compile in writing, and make available for public inspection, a report containing the following information for the preceding year: (3) The total amount of money disbursed by the Trust to Community Forestry Development Committees, and a breakdown of those	--See above discussion of CFDCs and Affected Communities	Amend	

Forestry Reform Law Regulation No. 106-07: Benefit Sharing				
Section	Current Language	Issue(s)	Action	Proposed Language
	disbursements by project, date, and Affected Community. (4) A list of all complaints received from the public in connection with Community Forestry Development Funds, the National Community Benefit Sharing Trust, or any Community Forestry Development Committee.			

Forestry Reform Law Regulation No. 106-07: Certain Forest Fees				
Section	Current Language	Issue(s)	Action	Proposed Language
Preamble	Whereas, establishing, assessing, and collecting appropriate fees for forest sector activities will directly benefit local communities and governments, and also help to fund the Nation’s conservation goals	--Clarify meaning of “local community”	Amend	Whereas, establishing, assessing, and collecting appropriate fees for forest sector activities will directly benefit communities and governments, and also help to fund the Nation’s conservation goals

Forestry Reform Law Regulation No. 108-07: Chain of Custody System				
Section	Current Language	Issue(s)	Action	Proposed Language
31(a) (no consignment unless waybill completed)	No person shall consign Logs, Timber, or Wood Products for transport upon public roads; send Logs, Timber, or Wood Products to a facility for processing; or send Logs, Timber, or Wood Products to a port for trans-shipment or export, unless the person has completed a waybill for the load of Logs, Timber, or Wood Products.	N/A	No Change	N/A
31(b) (no transportation unless valid registration and waybill)	No person shall transport a load of Logs, Timber, or Wood Products upon the public roads; transport Logs, Timber, or Wood Products to a facility for processing; or transport Logs, Timber, or Wood Products to a port for trans-shipment or export, unless the person--	N/A	No Change	N/A
35(a) (no transport by night without written permission)	No person shall transport Logs, Timber, or Wood Products on public roads during the night, from fifteen minutes after sunset until fifteen minutes before sunrise, unless the shipment is accompanied by written permission from the Authority, specifically permitting that particular shipment to be transported by night.	N/A	No Change	N/A

Forestry Reform Law Regulation No. 108-07: Chain of Custody System

Section	Current Language	Issue(s)	Action	Proposed Language
51(c) (abandoned logs, timber, or wood products on communal/ community forest and deeded land)	If the Authority discovers abandoned Logs, Timber, or Wood Products in a Communal Forest, a Community Forest, or on deeded lands outside of any area covered by a valid Forest Resources License—(1) The Authority shall notify the community or deed holder, and the notified person may claim the Logs, Timber, or Wood Products by registering them in the Chain of Custody System within seven business days, (2) If the notified person does not register the Logs, Timber, or Wood Products within seven business days, the Authority shall seize them.	--See discussion of definitions of Communal Forest and Community Forest under the Community Rights Law --Clarify that deeded land means Private Land under the Land Rights Policy/Law --Revise b/c Communal Forest/Community Forest are necessarily outside of commercial forest license areas due to the CRL --Why should the FDA get them if a community or individual has had their logs cut down illegally, they should go to the owner of the land on which they are found.	Amend	
51(d) (FDA to seize logs on land not covered above)	If the Authority discovers abandoned Logs, Timber, or Wood Products on land not covered by Subsections (b) or (c) of this Section, the Authority shall seize them.	--Ok, because this means it will be on Public Land not given over to a forest license or on Government Land.	No Change	N/A
51(e) (verification of abandoned logs and disposal)	The Authority shall transport all seized Logs, Timber, or Wood Products to a safe location and, within 5 business days, petition a court sitting in the county where the Logs, Timber, or Wood Products were seized to verify that they are abandoned and oversee their disposal by public auction.	--Rework so that the owners of the Private Land or Customary Land the logs are found on are given the logs, and logs found on other lands (i.e. Public Land not covered by a Forest License and Government Land) are sold through public auction	Amend	
51(h) (notion that log abandoned and sold at auction)	Upon request of the winner of the public auction, the Authority shall enter the Logs, Timber, or Wood Products in the Chain of Custody System, with an appropriate notation indicating that they were deemed abandoned and sold at auction.	--Same as above	Amend	
51(i) (if no bids on logs then to local community)	If no one bids for abandoned Logs, Timber, or Wood Products, the court shall arrange to have the Authority give them to a local community or civil society organization for non-commercial use.	--Same as above	Amend	
71(b) (no interference with information gathering)	Except as otherwise allowed by law, no person shall interfere with representatives of civil society organizations, forest-dependent communities and other communities affected by Operations, or independent third parties seeking to—(1) Obtain information with respect to any aspect of the	--Clarify what is meant by forest-dependent community and other communities affected so it is connected to the definition of community under the Land Rights Policy/Law		

Forestry Reform Law Regulation No. 108-07: Chain of Custody System

Section	Current Language	Issue(s)	Action	Proposed Language
	Chain of Custody System, (2) Verify the accuracy of information provided by the Authority, the Holder of a Forest Resources License, or any other person, with respect to any aspect of the Chain of Custody System; or (3) Personally inspect any forest area, forestry facility, or shipment of Logs, Timber, or Wood Products that is the subject of a Forest Resources License.			
71(c) (FDA to give best efforts to assist civil society and communities)	Authority staff and Holders of Forest Resources Licenses shall, upon request, use best efforts to assist representatives of civil society organizations, forest-dependent communities and other communities affected by Operations, and independent third parties seeking to perform any of the activities described in Subsection (b) of this Section.	--Same as above and clarify who the representatives are	Amend	

Forestry Reform Law Regulation 109-07: Penalties

Section	Current Language	Issue(s)	Action	Proposed Language
41(b) (administrative penalties if local community not significantly harmed)	The Authority may impose an administrative penalty for an offense, rather than referring the offense to the Ministry of Justice, if all of the following conditions are satisfied: (b) The offense did not significantly harm the interests of a local community	--Clarify what is meant by local community by tying it to the definition of community under the Land Rights Policy/Law	Amend	

Forestry Reform Law Regulation No. 110-07: Rights of Private Land Owners

Section	Current Language	Issue(s)	Action	Proposed Language
Preamble	Whereas, Operators under a Forest Resources License have a duty to prevent harm to the property of Private Land Owners resulting from forestry Operations, and, when such harm does occur, a duty to compensate Land Owners for the harm	--Clarify meaning of Private Land Owners and Land Owners	Amend	
Preamble	Whereas, Operators from time to time have a legitimate need to seek rights-of-way from Private Land Owners in	--Same as above	Amend	

Forestry Reform Law Regulation No. 110-07: Rights of Private Land Owners

Section	Current Language	Issue(s)	Action	Proposed Language
	order to conduct forestry Operations in an efficient and lawful manner			
Preamble	Whereas, a streamlined administrative process can be used to fairly and efficiently resolve disputes involving alleged harm to Private land and efforts to secure rights-of-way, while also safeguarding the rights of Operators and Private Land Owners	--Same as above	Amend	
Preamble	Whereas, the National Forestry Reform Law of 2006 authorizes the Forestry Development Authority to issue regulations and other rules necessary to implement the law (Section 19.1(a)), including regulations that establish procedures for dispute resolution with respect to the management of Forest Resources (17.1); and, specifically, regulations that establish appropriate procedures for the hearing and determination of petitions to intervene when a Land Owner has refused to grant permission to the Holder of a Forest Resources License to conduct Operations (Section 11.4(b)).	--Needs to be reworked so it is clear that Government may not grant permission for forest use on Private Land without the permission of the owner or occupant --If permission is not forthcoming then the Government may seek to acquire the land through eminent domain in accordance with the Land Rights Law. (i.e. as the Policy makes clear, the government does not own the forest)	Amend	
1(e) (definition of Private)	Private: Includes any Land Owner that is not a government entity.	--Need to revise this definition so it is consistent with the definition of Private Land in the Land Rights Policy/Law --Also be sure to revise definition of Land Owner consistent with changes in the NFRL	Amend	
3(c) (no interference with customary rights)	Nothing in this Regulation may be construed to allow the Operator to interfere with any tribe, town, person, or group of persons, or with the legal or customary rights of any tribe, town, person, or group of persons to use or access Timber or Forest Products.	--drop the term tribe and town and use the term community under the Land Rights Policy/Law --Clarify what is meant by legal or customary rights, customary is statutory so long as not in conflict	Amend	
31(d)(3) (site of hearing)	The Authority shall, within ten business days of receiving the petition, issue a notice, in writing, to the Private Land Owner and the Operator to appear on a date, and at a time and location, specified in the notice. (3) The specified location may be the nearest office of the Authority or the nearest office of a local government official or community leader, but in no event may the location be farther than five	--Clarify what is meant by a local community leader	Amend	

Forestry Reform Law Regulation No. 110-07: Rights of Private Land Owners

Section	Current Language	Issue(s)	Action	Proposed Language
	miles from the property.			

Hinterland Regulations (Repeal All)

Section	Current Language	Issue(s)	Action	Proposed Language
61 (mortgages)	When a mortgagor cannot redeem his property within the period agreed upon, the mortgagor may enter upon and take over the specific property mortgaged and apply the proceeds thereof to his debt, plus twelve and a half percent, unless a lower rate of interest has been agreed upon. The mortgagor shall account to the mortgagee, for the sum deprived from the use of the property. After the mortgagor shall have satisfied his claim plus twelve and a half percent interest, the property must be turned over to the owner in good condition. All mortgages of this character must be notified to the Clan Chief and reported to the District Commissioner through the Paramount Chief. Any rate of the interest above twelve and a half percent is declared to be usury and shall render the dealer liable to criminal prosecution and the loss of this investment.	--Inconsistent with UCC and provisions in Land Rights Law/Policy on mortgages	Repeal	N/A
66(a) (right and title of lands in tribes)	Title to the territory of the Republic of Liberia vests in the sovereign state. The right and title of the respective tribes to lands of an adequate area for farming and other enterprises essential to the necessities of the tribe main interest in the tribe to be utilized by them for these purposes; and whether or not they have procured deeds from Government, delimiting by notes and bonds such reserves, their rights and interest in and to such areas, are a perfect reserve and give them title to the land against any person or persons whomsoever	--Inconsistent with Land Rights Policy/Law	Repeal	N/A
66(b) (communal holdings)	This land interest may be transmitted into communal holdings upon application of a tribe made to the Government for that purpose, and such communal holding would be surveyed at the expense of the tribe concerned.	--Same as above	Repeal	N/A
66(c) (communal holdings vested in	The communal holding will be vested in the Paramount Chief and Tribal Authority as Trustee for the tribe.	--Same as above	Repeal	N/A

Hinterland Regulations (Repeal All)				
Section	Current Language	Issue(s)	Action	Proposed Language
Paramount Chief and Tribal Authority)				
66(d) (no fee simple title may be transferred)	The Trustees, however, cannot pass any fee simple title in these lands to any person whatever.	--Same as above	Repeal	N/A
66(e) (if civilized then get fee simple family units)	Should the tribe become sufficiently advanced in the arts of civilization, they may petition the Government for a division of the land into family holdings in which event the Government will grant deeds in fee simple to each family for an area of 25 acres in keeping with provision of Act of 1905.	--Same as above	Repeal	N/A
67 (use of lands by strangers)	<p>If any individual enters the territory of a tribe of which he is not a member for the purpose of farming, he shall observe the following procedures (a) Obtain permission of the Tribal Authority prior to commencing his activities, (b) Agrees to pay some token in the nature of rent, such as five or six bunches of rice out of ever farm; (c) Pay taxes to the appropriate tribal chief on all huts on the said lands erected or occupied by him</p> <p>The Tribal Authority may cancel the authority granted and confiscate the crops, subject always to appeal to the District Commissioner provided he neglects to comply with all or any of the foregoing provisions.</p>	--Same as above	Repeal	N/A
83 (delimitation of tribal reserves)	The Tribal Reserve of the respective tribes shall be limited [sic] in adequate area for farming purposes of tribesmen before only land with Territory of a Chiefdom shall be available for private purposes or grant any kind whatever.	--Same as above	Repeal	N/A

Mineral Exploration Regulations				
Section	Current Language	Issue(s)	Action	Proposed Language
1.1 (definitions of Government,	Government: means all of the branches, divisions, instrumentalities and agencies of the government of the	N/A	No Change	N/A

Mineral Exploration Regulations				
Section	Current Language	Issue(s)	Action	Proposed Language
Land, Landowner, Mineral, Mortgage, Occupant of Land, Person)	Republic.			
1.1	Land: means any land in the Republic including any creeks, streams, rivers or bodies of water (and their residue) contained on or within all such land.	--Connect to the land rights categories in the Land Rights Policy	Amend	Land: means any land in the Republic including any creeks, streams, rivers or bodies of water (and their residue) contained on or within all such land, whether Public Land, Government Land, Customary Land, or Private Land.
1.1	Landowner: means a person who owns Land by legal title	--Expand to include Customary Land ownership as well as Private Land ownership; expand definition of person to include a community under the Land Rights Policy/Law	Amend	Landowner: means a person who owns Private Land or Customary Land as established and recognized in the Land Rights Law
1.1	Mineral: means a naturally occurring element or compound having an orderly internal structure and characteristic chemical composition, crystal form, and physical properties, formed by or subject to a geological process but not including hydrocarbons	--Amend to conform with Land Rights Law definition of Minerals/Mineral Resources	Amend	
1.1	Mortgage has the meaning given in the Mining Law	--Revise in light of the UCC and Land Rights Policy/Law	Amend	
1.1	Occupant of Land means any person who is in lawful possession of real property	--Specify "real property" to mean Private Land or Customary Land	Amend	Occupant of Land shall mean a person who is in lawful possession of Private Land or Customary Land as defined and recognized in the Land Rights Law.
1.1	Person: means any natural person and any partnership, joint venture, corporation, limited liability company, trust, estate or other organization or entity, and any branch, division, political sub-division, instrumentality, authority or agency of any government or state.	--Expand to expressly include communities whether or not they have formed a legal entity under the Land Rights Law.	Amend	Person shall mean an individual . . . estate, un-incorporated entity, community, community legal entity formed pursuant to the Land Rights Law, government or state . . .
7.1(a) (mineral rights not to be	As provided in Section 10 of the Mining Law, a License does not entitle a Licensee to enter upon any lands located	--Expressly mention the ownership rights of Customary Land and Private land	Amend	Mineral Rights shall not be granted with respect to any lands located

Mineral Exploration Regulations				
Section	Current Language	Issue(s)	Action	Proposed Language
granted in cities, etc.)	within the boundaries of any cities, commonwealth districts, municipal districts, cemeteries, transportation or communication facilities, aqueducts, military base, port, Poro or Sande (communal land) grounds, or other grounds reserved for public purposes, except with the consent of the officials authorized to administer or control the affairs of such entities, and subject to such special terms and reasonable conditions as may be prescribed for the protection of surface users. Lands reserved for public purposes include lands held and allocated under the jurisdiction of the local village or paramount chief and allocated to agricultural purposes.	--Require prior, free, informed consent/consultation --Remove reference to “communal land” as that term is undefined in the Minerals Law or Regulation and likely to lead to confusion with other laws using “communal land” and instead reference Protected Areas, whether Government, Customary, or Private		within the boundaries of any cities . . . Protected Areas as defined in the Land Rights Law . . . and subject to the prior, free, informed consent of Persons with rights in the lands subject to such Mineral Rights, including, but not limited to, Customary Land and Private Land ownership rights.
7.1(b) (Licensee restrictions on subsistence farms and water sources)	A Licensee may not enter upon or carry out work on (i) areas that are cultivated for subsistence farming purposes or that are within 150 meters of a dwelling, or (ii) areas that constitute drinking or irrigation water sources that would be contaminated or interfered with by the Licensee’s entry or work unless the Licensee concurrently provides water of at least equal quality and quantity at the same location.	--Expressly require prior, free, informed consent of land owners, whether Customary or Private but retain equal quality requirement. But the inclusion of that requirement should not mean the owners have to accept the deal.	Amend	A Licensee may not enter upon or carry out work on (i) areas that are cultivated for subsistence farming purposes or that are within 150 meters of a dwelling, or (ii) areas that constitute drinking or irrigation water sources that would be contaminated or interfered with by the Licensee’s entry or work unless the landowner provides written prior, free, informed consent to Licensee and the Licensee concurrently provides water of at least equal quality and quantity at the same location.
7.1(c) (application of provisions to land not covered by above provisions)	With respect to Land in the License Area not covered by Sections 7.1(a) or (b), the limitations set forth in Sections 7.1(d) through (g) apply.	N/A	No Change	N/A
7.1(d) (minimum requirements for exploration)	A Licensee may conduct Exploration operations other than actual mineral searches (such as construction of access roads, temporary camps, base camps, storage sites, and the like) on any such Land that is held by a Landowner or an Occupant other than the Republic only with the prior	--Change prior written permission to include the words Prior, Free, Informed Consent but retain writing requirement (NB: Land Surface Rights Policy conflicts somewhat with this regulation because we only require	Amend	A Licensee . . . on any such Customary or Private Land, with the written prior, free, and informed consent of the Landowner or an Occupant . . .

Mineral Exploration Regulations				
Section	Current Language	Issue(s)	Action	Proposed Language
	written permission of the Landowner or Occupant, and the Landowner or Occupant has no obligation to grant such consent. For the purposes of this regulation, “actual mineral searches” means drilling, seismic surveys, test pits and the like, as well as necessary means of access to conduct such activities, but does not include activities governed by Section 13.2	prior free informed consultation, whereas this regulation gives much stronger protections even to mere occupants of the land, at least with respect to exploration) --Clarify what is meant by “other than the Republic” to mean “other than Public Land”		
7.1(e) (minimum requirements for mining operations)	A Licensee may conduct actual mineral searches on any such Land that is held by a Landowner or Occupant other than the Republic only if the Licensee has delivered the Landowner or Occupant the Licensee’s written agreement to provide full and complete compensation for any damage to the Land or any crops or improvements thereon (including compensation for the expected market value of growing crops) or any long term loss in value of the Land caused by or resulting from the activities of the Licensee, and has complied with Section 7.1(g). An acceptable form of agreement is set forth in Schedule 7.1(e). No other form of agreement is acceptable without the prior written approval of the Minister.	--Need to make much stronger by allowing the owner of the land, whether Private or Customary, to withhold consent but allow Government to exercise eminent domain authority --Remove the allowance that the Minister of Lands can agree to something that offers less protections for the land rights holders. (NB: No provision for consent or the withholding of consent once mining operations begins. Implication is that the Government can authorize mining operations and the surface owner cannot block the operation by withholding consent—which is consistent with current draft Land Surface Rights Policy; also the protections for loss of value need to be more detailed and stronger in line with the draft Land Surface Rights Policy)	Amend	A Licensee may conduct actual mining searches on any Customary or Private Land only with the written prior, free and informed consent of the Landowner or Occupant and if the Licensee has delivered No other form of agreement is acceptable. If the Landowner or Occupant withholds their consent, the Government may expropriate the Customary or Private Land through the exercise of its eminent domain authority in accordance with the protections and procedures in the Land Rights Law.
7.1(f) (minimum compensation requirements)	Any such agreement must: (i) include a bona fide estimate of fair compensation to the Landowner or Occupant for the costs and damage sustained by the Landowner or Occupant as a result of the Licensee’s work on the land; and (ii) state that if the amount paid is less than fair compensation for such costs and damage, the Licensee will pay the additional amount on demand by the Landowner or Occupant.	--Ok regarding Land Rights Policy but check against Land Surface Rights Policy	No Change	N/A
7.1(g) (payment due prior to entry)	The amount of the estimate referred to in clause (i) of Section 7.1(e) must be paid to the Landowner or Occupant	--Same as above	No Change	N/A

Mineral Exploration Regulations				
Section	Current Language	Issue(s)	Action	Proposed Language
	prior to any entry of the Licensee on the Land.			
7.2(a) (grievances against Landowner or Occupant)	If a Landowner or Occupant of Land refuses to give a Licensee reasonable temporary access as provided in Section 7.1(e) after the Licensee has delivered the agreement and tendered the payment required by such Section, the Licensee may petition the Ministry for relief, setting forth all relevant facts and circumstances including any financial offers made to such Landowner or Occupant of Land and an explanation of why it is material to the Licensee's Exploration activities to have access to or to conduct operations on such Land.	--Amend significantly so that if the landowner or occupant refuses to consent to mining operations the Government may exercise its constitutional eminent domain power in accordance with the procedures and protections outlined by the Land Rights Law (see below) --Make the petition subject to the Freedom of Information Act	Amend/Add	If a Landowner or Occupant of Land refuses to give a Licensee reasonable temporary access as provided in Section 7.1(e) after the Licensee has delivered the agreement and tendered the payment required by such Section, the Licensee may petition the Ministry for relief, setting forth all relevant facts and circumstances including any financial offers made to such Landowner or Occupant of Land and . . . on such Land. The Ministry shall provide the refusing Landowner or Occupant of Land with a copy of the Holder's petition and such petition shall be a public document under Section 2.6(8) of the Freedom of Information Act.
7.2(b) (grievances against Licensees)	If any Person believes that a Licensee has violated Section 7.1(a) or 7.1(b) with respect to Land administered or used by such Person, or if a Landowner or Occupant believes that a Licensee has failed to comply with its obligations under Sections 7.1(d) through (g), such Person may petition the Ministry for relief.	N/A	No Change	N/A
7.2(c) (Minister to appoint hearing officers)	The Ministry will appoint one or more hearing officers to hear claims under Section 7.2(a) or (b) in accordance with the procedures established in Section 18. If the hearing officer determines that the compensation offered by a Licensee under clause (i) of Section 7.1(f) was inadequate to compensate fairly the Landowner or Occupant, the hearing officer will determine an appropriate compensation estimate, and if the hearing officer determines that the compensation initially tendered was unreasonably low	--Problematic because still premised on the idea that the Government can force a landowner to cede its land rights without the bother of exercising eminent domain. Need to change significantly so that the landowner or occupant cannot be compelled to allow entry—no matter what the compensation—unless the Government exercises eminent domain.	Amend	

Mineral Exploration Regulations				
Section	Current Language	Issue(s)	Action	Proposed Language
	under all the facts and circumstances, or that the Licensee has unreasonably refused to provide additional compensation when additional compensation is required under clause (ii) of Section 7.1(f), the hearing officer shall assess the Landowner's or Occupant's costs against the Licensee and shall award the Landowner twice the amount of the additional damages claimed. If the hearing officer determines that a Landowner or Occupant has denied entry to a Licensee that has complied with Section 7.1(e), the hearing officer will order the Landowner or Occupant to grant entry to the subject Land.			
7.2(d) (Minister to issue regulations for hearing procedures)	The Minister will establish by subsequent regulation appropriate procedures for the prompt hearing and determination of petitions filed pursuant to Section 7.2(a) or (b). Such procedures shall conform to the requirements of the Administrative Procedure Act, shall provide for the conduct of hearings at the county level, and shall provide for such notice of hearings as shall be calculated to maximize the likelihood that the Landowner or Occupant will receive timely notice of the hearing. The role of the hearing officer shall be to determine the facts and circumstances before reaching a decision, and the hearing officer is expected to make independent enquiry as to the facts and circumstances if the hearing officer determines that the presentations made to the hearing officer at a hearing are incomplete or one-sided.	N/A	No Change	N/A
7.2(e) (quarterly report to the Minister)	A Licensee must attach to each quarterly report to the Minister under Section 6 a list identifying each agreement tendered by the Licensee under Section 7.1(e) during the quarter, the purpose of the access requested in connection with each such agreement and the period for which access is required, a summary of the nature and scope of the expected damages to the Land and other property involved, and the amount of compensation offered to the Landowner or Occupant.	N/A but check against draft Land Surface Rights Policy	No Change	N/A
7.3 (use of	The Licensee may from within the License Area utilize	--Ok except for subpart (b) which needs to be	Amend	The Licensee may from within the

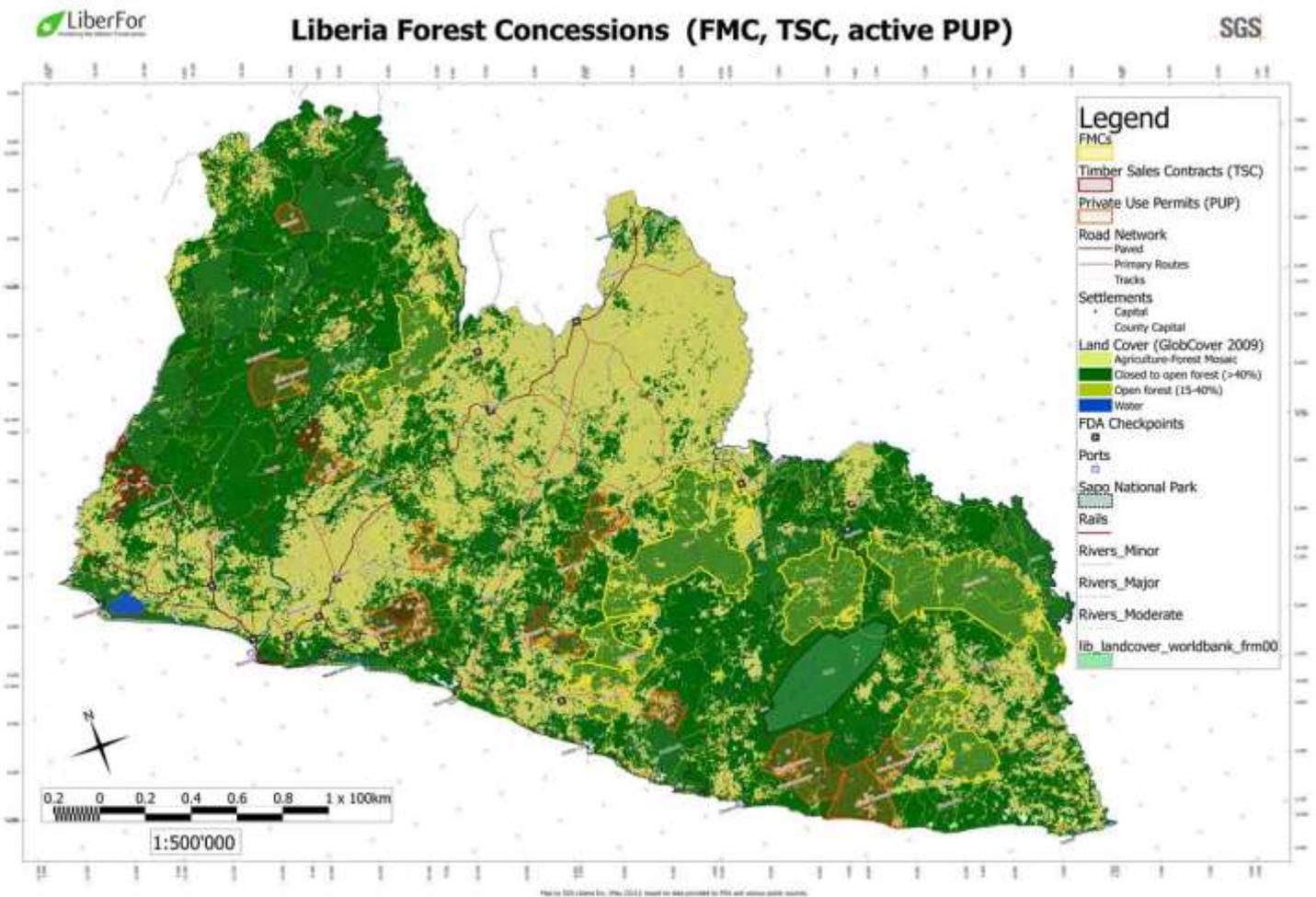
Mineral Exploration Regulations				
Section	Current Language	Issue(s)	Action	Proposed Language
resources from the land)	water, gravel, sand, clay, stone and timber (except for protected species) solely to the extent reasonably necessary for Exploration if the Licensee does so in accordance with applicable environmental Law, Section 10 of the Mining Law and Section 10 of this regulation, provided that a Licensee may not (a) sell or transfer any such material to any Affiliate or third party, (b) take any such material from Land in the License Area held by a Landowner or an Occupant other than the Republic without first obtaining the permission of such Person to do so, (c) utilize any gravel, sand, clay or stone from a site to which a third party (other than the Republic) holds exploitation rights or from which a third party is currently extracting such material, except in either case on terms and conditions satisfactory to such third party, (d) deprive any Person (even temporarily) of a constant and reasonable supply of usable water from a previously utilized traditional source without replacing it, or (e) interfere with any water rights enjoyed by any user under any agreement with the Government.	amended to require written prior free and informed consent of owners of Customary Land and Private Land --Also should expressly state that these are minimum requirements and the agreement between the owners and the Licensee can go beyond these requirements.		License Area utilize water, gravel, sand, clay, stone and timber (except for protected species) solely to the extent reasonably necessary for Exploration if the Licensee does so in accordance with applicable environmental Law, Section 10 of the Mining Law and Section 10 of this regulation, provided that a Licensee may not, at a minimum, (a) sell or transfer any such material to any Affiliate or third party, (b) take any such material from Land in the License Area held by a Landowner or an Occupant other than the Republic after first obtaining the written prior free and informed consent of such Person to do so, (c) utilize any gravel, sand, clay or stone from a site to which a third party (other than the Republic) holds exploitation rights or from which a third party is currently extracting such material, except in either case on terms and conditions satisfactory to such third party, (d) deprive any Person (even temporarily) of a constant and reasonable supply of usable water from a previously utilized traditional source without replacing it, or (e) interfere with any water rights enjoyed by any user under any agreement with the Government.
Schedule 1.5 (Form of Exploration Agreement)	Whereas, minerals on the surface of the ground or in the soil or subsoil, rivers, streams, watercourses, territorial waters and continental shelf of Liberia are the property of the Republic and all rights related to the exploration for and exploitation of minerals are reserved to the Republic	--Too broad in the sense that “all rights related to the exploration for and exploitation of” could include surface land rights; revise to conform with revisions in Minerals and Mining Law (i.e. use the language in the		Whereas, minerals on or beneath any land or any lands under the seas and waterways are the property of the Republic and all rights to the exploration for and exploitation of

Mineral Exploration Regulations				
Section	Current Language	Issue(s)	Action	Proposed Language
		constitution)		such minerals are reserved to the Republic.
Schedule 7.1(e) (Form of Agreement for Entry Onto Land)	<p>3. The exploration regulations say that we can enter on your land to explore for minerals if we first give you this Agreement and pay for the damage we may cause</p> <p>15. If we start work without first giving you a signed copy of this Agreement and paying you the amount of the estimated damages, we must pay you 1,500 United States dollars as penalty for failing to provide said agreement.</p> <p>18. We are bound by this Agreement once we enter onto your land to undertake any work of any kind, even if you have not signed this Agreement. The Ministry of Lands, Mines, and Energy may enforce this Agreement against us for your benefit.</p>	<p>--NB: This Agreement model needs to be reworked to conform with Land Surface Rights Policy</p> <p>--Paragraphs 3, 15, and 18 are the ones implying the Government can grant a license without requiring PFIC and that the landowners, whether Customary or Private, are only entitled to damage caused instead of say the market value of the land (i.e. the land is worth more than the damage the licensee causes). This needs to be changed as inconsistent with ownership rights in the Land Rights Policy</p>	Amend	

PRC Decree 23				
Section	Current Language	Issue(s)	Action	Proposed Language
9.7(c) (removal of monuments, markers, and beacons requires restitution of 100 dollars per item removed)	Any person or persons who without any color of right and with intent to defraud, cheat and maliciously deprive another person of his land in fee simple or the beneficial use and possession thereof in whole or in part by removing the permanent monuments, markers, beacons and other survey reference appurtenances lawfully established is guilty of malicious mischief under this decree and shall be required to make restitution in the amount of one hundred dollars for every such monument, marker or beacon willfully destroyed in addition to the penalty provided in the Penal Law for malicious mischief.	--Change "land in fee simple" to "Private Land" or "Customary Land" as defined in the Land Rights Law.	Amend	Any person or persons who without any color of right and with intent to defraud, cheat and maliciously deprive another person(s) of their land, whether Public, Government, Customary, or Land, or the beneficial use and possession thereof in whole or in part by removing the permanent monuments, markers, beacons and other survey reference appurtenances lawfully established is guilty of malicious mischief under this decree and shall be required to make restitution in the amount of one hundred dollars for every such monument, marker or beacon willfully

PRC Decree 23				
Section	Current Language	Issue(s)	Action	Proposed Language
				destroyed in addition to the penalty provided in the Penal Law for malicious mischief.
9.7(f) (causing survey of land to deviate from plan without authority is a misdemeanor and punishable by a fine of 1000 dollars or less and affected land rights to be restored)	Any person or persons who without any authority prepare any vary or cause to be prepared any varied [sic] on the ground a surveyed plot of land and thereby cause such parcel of land to substantially deviate from the official theoretical layout of any locality such as by unilaterally and illegally creating or declaring public alleys or other easements through city lots which have been already delineated on the theoretical layout thereby causing disputes to arise between any two or more landowners, or between the landowners so affected and the general public, is guilty of a misdemeanor and shall be fined an amount not exceeding one thousand dollars and the lawful rights to the lands affected shall be restored inviolate be removing the easements in compliance with the official layout or plans existing immediately prior to the misdemeanor. [sic]	--Define landowner	Amend	
9.10(b) (complaint regarding surveying must state the basis of the title and produce affidavits or copies of documents of title to land affected)	The complaint in order to be sufficient must: State the basis of his title and produce affidavits or copies of his documents of title to the land affected by the wrongful act complained of.	--Change "title" so clear that owners of Customary Land can also bring complaints.	Amend	The complaint in order to be sufficient must: State the basis of the person's ownership of the land, whether Public, Government, Customary, or Private, and produce affidavits or copies of his documents evidencing ownership of the land affected by the wrongful act complained of.

Appendix 10: Map of Liberia Concessions and Protected Areas



Appendix 11: Annotated Bibliography

An Assessment of the Legal, Regulatory, and Policy Framework Governing Community Forestry in Liberia

Annotated Bibliography

**Prepared for PROSPER
The Environmental Law Institute**

August 29, 2013

Altman, Stephanie L., Sandra S. Nichols, & John T. Woods. *High-Value Natural Resources to Restore the Rule of Law: The Role of the Liberia Forest Initiative in Liberia's Transition to Stability.*

The government of Liberia, in partnership with the LFI, has taken substantial steps toward restructuring the forestry sector and mitigating threats to peace. To date, the reforms are being implemented haltingly, but they represent formidable steps toward restoration of the rule of law. A number of requirements—including notice-and-comment rule making, social agreements, and benefit sharing—are reversing the history of exclusion and oppression that fed the conflict. Transparency and the application of legal procedures—from planning, to granting concessions, to allocating benefits—will inspire new trust in the government. Open and lawful commercial transactions that occur within a reformed accounting structure; the reporting requirements mandated under the NFRL; and the chain-of-custody system will create the opportunity for genuine economic development—and, most critically, will eliminate timber as a source of funding for future conflict.

Brottem, Leif & Jon Unruh. (2009). *Territorial Tensions: Rainforest Conservation, Postconflict Recovery, and Land Tenure in Liberia.*

This article focuses on the process through which land was zoned for strict protection and how this process is likely to exacerbate land tenure conflict in Liberia's priority conservation areas. Although the international conservation community sees postconflict scenarios as opportunities for promoting conservation initiatives, unresolved land tenure issues make for problematic outcomes, including land disputes and legal disarray. Such problems can result in significant volatility and can make the peace process and recovery much more, not less, difficult.

This article concerns the LFI-produced land use plan, which has delimited the entire country into zones designated to meet the conservation, community, and commercial objectives defined through the LFI process. We focus specifically on the planned creation of protected areas that will comprise the core of Liberia's conservation strategy. We argue that the conservation component of the LFI land use plan sows the

seeds for future land tenure uncertainty and rural injustice, which were major contributors to the war (Richards 2005; Unruh 2009). We focus specifically on conservation and its linkage to renewed conflict for two reasons: (1) conservation organizations working in Liberia frame their work in contradictory terms: as significant contributors to peace and stability in the country; and (2) conservation, more than other land uses, demands territories that are free of people.

Bruce, John. (2011). Reform of Liberia's Civil Law Concerning Land.

This report was written by consultants for the Land Commission to outline how to move forward in reforming Liberia's land policy. The consultants identify strengths, flaws and gaps, and propose a strategic approach to accomplishing necessary revisions and new laws within the five-year time frame of the Commission. They find that some laws are simply antiquated, and need replacement for that reason. Others raise serious policy questions. In other cases, there are simply gaps in the law that require filling. The consultants reviewed existing laws and propose new laws. They also suggest how the work ahead might best be organized, and the process by which the Commission can move to consider key land policies and then move on to the reforms of law required by those policy decisions.

Chenoweth, Florence. (2012). Report of the Board of Directors on the Inquiry Regarding the Issuance of Private Use Permits (PUPs).

After a whistleblower reported allegations against the FDA's senior management, Chairperson Florence Chenoweth of the FDA's Board of Directors was asked to investigate the allegations. During a meeting to discuss the allegations, the NGO Coalition was invited to discuss further contentions. The Board had a list of findings which comprised mainly of numbers regarding the amount of acres and names of companies and counties where the forestry was happening. Based on the findings, the Board didn't find Senior Management to be in any violation of the various laws and regulations governing the forest sector. Still, the Board immediately took a number of actions including a moratorium on PUPs and CFMAs.

De Wit, Paul. (June 2011). Rights and Resources: Liberia Scoping Mission: Opportunities in the Current Forest and Land Tenure Landscape to Advance Community Tenure Rights.

This report gives an account of the findings of a mission fielded in Liberia during the period 29/05 – 15/06/2011. The major objective was to analyze the current forest and land governance landscape in Liberia as a contribution for RRI and its collaborators to strategize their continued involvement in the sector. The report provides an overview of forest and land legislation, the VPA, community forestry, the formalization of customary rights, legal land reform, concession policy, and decentralization.

From the start it was clear that these efforts are clustered in the programs of two public institutions, the FDA and the LC. Although there are clear organic linkages and possible interaction between these programs, and the respective institutions, there are no signs of a collaborative culture. Both in the CRL and the REDD discussions, the forest sector refers to future responsibilities of the LC to tackle and clarify issues of ownership rights,

but active engagement between the two seems to be absent. This analysis identifies a number of specific entry points and opportunities that RRI and its collaborators may want to explore. The report signals that processes managed by the LC are maybe more appropriate for engagement than these of FDA.

De Wit, Paul. (April 2012). *Land Rights, Private Use Permits and Forest Communities.*

The Land Commission (LC) is undertaking inventory work on land tenure and land use rights that have been acquired, granted or issued by the state over time. It is also assessing the use and management of these rights by rights holders, local government structures and public institutions. This work is foundation laying to underpin a number of land sector processes for which the LC has direct responsibility, including: (i) the development of a coherent and holistic future land use policy which may culminate in a national land use plan, (ii) a concession land rights and land use policy as part of an overall concession policy, (iii) the drafting of new property rights legislation to deal with private, public, and community land.

Current practices and mechanisms to establish fair, transparent and inclusive representation present a concern. Most land holding institutions operate on a narrow platform of participation and inclusion. Local elites tend to dominate the management of the land resource base in the name of the many community members. This often results in poor land governance with these elite groups taking personal advantage. The communities are at risk losing its asset base, at least for longer periods if not forever.

The incorporation of the land holding community is a critical response to this threat and must be considered as a first safeguard to cut back on poor land governance. Presently this legal tool is not in widespread use. On the contrary, other mechanisms of representation are used such as written consent, (limited) power of attorney, and social agreements. These are weak and have not resulted in broader and more legitimate representation. On the contrary they are being misused by smaller groups of people to acquire rights of representation from a few community individuals over the entire community area. Future policy and law reform should expressly prohibit the use of these, including the power of attorney.

The author suggests the following solutions: Extend the present moratorium on the issuance of new PUPs into a moratorium on the actual logging under these contracts. Enact specific PUP regulations. Validate the land ownership rights supporting current PUPs. Re-issue and make public validated collective deeds. Restrict PUP agreements with the commercial sector to incorporated collective landowners only. Work with the EU on the Verification Procedures under the Voluntary Partnership Agreement (VPA). Explore ways to make the issuance of PUPs part of a good mix of local and national land use planning. Extend assessment of PUPs to the assessment of Community Forest Management Agreements (CFMA) issuance.

The Delegation of the European Union to Liberia & Republic of Liberia FDA. (May 2011). *FLEGT Voluntary Partnership Agreement Between Liberia and the European Union.*

The FLEGT Voluntary Partnership Agreement (VPA) is a bilateral agreement between the European Union (EU) and wood exporting countries, which aims to improve forest governance and ensure that the wood imported into the EU has complied with the legal requirements of the partner country. The Voluntary Partnership Agreement (VPA) aims to strengthen governance and law enforcement in the forestry sector and, through a licensing system, provide the assurance that its timber has been legally produced. It also demonstrates the Government of Liberia's commitment to improving accountability and transparency in the sector.

ELI. (2010). *ELI Comments on Nov. 15, 2010 Draft Liberia CRL Regulation.*

As titled, this brief memo contains comments and recommendations for CRL regulation. Recommendations include using the same terms used in the law, restructuring CFMB rules/bylaws, increasing access to information, clarifying public notice requirements, redeveloping the Community Assembly Vision, creating a dispute resolution body as another committee of the Assembly, and some recommendations on how to present definitions. Comments include that the Community Assembly parts are confusing.

ELI. (December 2010). *Legal and Policy Considerations for Developing a REDD Program in Liberia.*

This report identifies the legal and policy issues that Liberia should consider in making this decision, and should address if Liberia decides it wants to develop a REDD+ program. REDD+ can provide both the global benefit of reducing carbon emissions and the opportunity for sustainable development in Liberia. The structures and capabilities that need to be developed for REDD+ implementation have the potential to improve forest governance more broadly. But this promise can only be met with a coordinated effort to build governance capacity within Liberia and a coherent program designed with clear standards and processes to embrace equity and avoid corruption. A successful REDD+ program must also be characterized by clarity, consistency, and compliance and enforcement. Any eventual law and enabling regulations must set rules that are clear, comprehensive, and that are harmonized with other legal provisions and forest management reforms. A REDD+ program will include roles for multiple institutions at a range of levels of government and society. There must be a structure for collaboration and coordination between these institutions. Finally, compliance and enforcement will require human and technical resources, political will, and good governance.

FDA. (July 18, 2011). *Community Forest Management Agreement Between the Forestry Development Authority & People of Gbi Chiefdom/Community, Nimba and Rivercess counties.*

This is an agreement between the FDA and the People of Gbi Chiefdom.

FDA. (January 10, 2012). *Community Forest Management Agreement Between the Forestry Development Authority & The People of Bluyeama Clan, Zorzor District, Lofa County.*

This document is a Community Forest Management Agreement between the FDA and the people of Bluyeama Clan for the sustainable management of tree and animal species by the Bluyeama Clan on a designated tract of land. It contains detailed definitions, a technical description of what land is included in the agreement, and specific parts of the contract such as duration, chain of custody, fees and taxes, prefelling requirements, employment, termination, force majeure, duty of care, governing laws, and binding effect. The contract requires the following to be made before commercial activity can begin: Community Assembly, Community Management Body, Community Forest Agreement, Community Forest Management Plan, Post performance bond, Environmental Impact Assessment, Social Contract.

In late 2011, EcoWood requested the FDA to examine a Private Use Permit potentially located on the Bluyeama Clan community lands. The FDA found that indeed the PUP was located on community lands and had this section of land removed from the PUP to avoid future conflict.

FDA. (January 25, 2012). *Record of signed Community Forestry Management Agreements and Community Forests in process.*

This memo lists the seven CFMAs that had been signed as of its writing, according to FDA records. These were: 1) The People of Bluyeama Clan (Lofa County); 2) The People of Gba and Zor (Nimba County); 3) The People of Zor (Nimba County); 4) The People of Nitrian (Sinoe County); 5) The People of Gbi Chiefdom; 6) The People of Doru Chiefdom (Nimba County); and 7) The People of Nimopoh (Sinoe County).

The memo further lists six communities that were in the process of applying for community forests. These were: 1) The People of Lower Jedepo, Doodowicken (Sinoe County); 2) The People of Upper Weadjah, Jlay Town (Sinoe County); 3) The People of Gbaybo, Putu Jarwode (Grand Gedeh County); 4) The People of Nyweakliken (Sinoe County); 5) The People of Blenlon Clan (Nimba County); and The People of Zahnla Clan (Nimba County).

General Auditing Commission. (December 2012). *Audit of the Forestry Development Authority (FDA) Issuance of Private Use Permits (PUPs).*

A report by Liberia's General Auditing Commission on an assessment of the private use permits. After record review, field visits, and interviews, the report finds all of the PUPs to be invalid. The report further recommends the dismissal of the Managing Director of FDA and that the Minister of Agriculture be reprimanded.

Gilmore, Liam. (July 2011). *A summary of key land tenure laws, forestry reforms and community forestry processes in Liberia.*

As titled, this memo summarizes key land tenure laws, forestry reforms, and community forestry practices in Liberia. Of particular usefulness are the summarized key steps in the process of creating legalized community forests including those for the approval of community forest rules, community forest agreements, community review of

community agreements, negotiation with the FDA, preparation of the community forest management plan, and termination of the community forest agreement.

Government of Liberia. (February 2012). *Agenda for Transformation: Steps towards Liberia Rising 2030.*

The second Poverty Reduction Strategy has three pillars: Peace and security, revitalizing the economy, and governance and rule of law. Forestry is listed as a primary sector to support the second pillar.

Global Witness. (June 2013). *Avoiding the Riptide: Liberia must enforce its forest laws to prevent a new wave of illegal and destructive logging contracts.*

Six months after announcing strong actions to tackle a dramatic breakdown in the rule of law in the logging industry, the government of Liberia has yet to deliver. Logging corporations have illegally used PUPs and CFMAs to work around the reforms. Global Witness suggests the following measure be taken to restore the rule of law in the forest sector:

- Immediately cancel all Private Use Permits;
- Immediately prosecute government officials, companies, and individuals where there is evidence of legal violations during the award or operation of PUPs;
- Investigate the management structure of Mandra Forestry and Forest Ventures (and its affiliates) to determine whether the companies have significant individuals who worked with Oriental Timber Company. If either investigation finds that the companies acted illegally, sanction the companies to the full extent of the law;
- In accordance with Reg 103-07, sec. 21, establish a list of individuals and companies that are barred from operating in Liberia's forest sector due to links to the wartime conflict timber trade and make the list publically available;
- Implement the recommendation of the Special Independent Investigating Body that specific companies should be barred from operating in Liberia, including Atlantic Resources, Forest Ventures, Southeastern Resources and Nature Oriented and Timber;
- Investigate the following existing CFMAs to determine whether they have been approved in accordance with Liberian law: Bluyeama Clan; Blouquia Clan; Doru Chiefdom; Gbi Chiefdom; Neezonnie-Gbao Clan;
- Publish the criteria by which applications for Community Forest Management Agreements will be evaluated and approved in accordance with Liberian law;
- Work with international donor partners to develop CFMAs that follow Liberian law to ensure appropriate governance and management of resources by communities living in the forests.

Knight, Rachel et al. (2013). *Protecting Community Lands and Resources: Evidence from Liberia. SDI.*

In Liberia there is an urgent need for strong legal protections for community lands and natural resources. This report details communities' experiences undertaking land documentation activities and the initial impacts of these efforts on conflict resolution
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and prevention, intra-community governance and conservation and sustainable natural resource management.

Land Commission, Republic of Liberia. (May 2013). *Land Rights Policy*.

This Land Rights Policy concerns four land rights categories (Public Land, Government Land, Customary Land, and Private Land), and a cross-cutting sub-category called Protected Areas, which must be conserved for the benefit of all Liberians. For Public Land and Government Land, the Policy sets forth critical policy recommendations regarding: how the Government transfers such land, and how the Government acquires land. With respect to the new category of Customary Land, there are several significant recommendations: Customary Land and Private Land are equally protected; and communities will self-define, be issued a deed, establish a legal entity, and strengthen their governance arrangements to make them fully representative and accountable. The Government also undertakes to support communities in implementing these recommendations. Finally, several Private Land issues are detailed, which include loss of ownership, leases, easements, and adverse possession.

Lawry, Steven. (2013). *Is it time to enshrine land rights in sub-Saharan Africa into law?*

In this article, Lawry makes the argument for codifying the customary land tenure systems with deep economic, social, and cultural ties rather than ignoring these systems that have them and replacing them with newly developed legal codes. Customary land tenure arrangements are rooted not in law but is a right that is based on membership in the social or political community that holds land in common trust. Local traditions and authorities guide the transfer and inheritance of customary rights that prohibit land from being sold or inherited by outsiders.

Roughly 90% of sub-Saharan Africa's land mass not dedicated to national parks and reserves and private land is administered under customary tenure. Yet despite its pervasiveness as the principal institutional arrangement for providing access to secure land rights, customary tenure often has little or weak recognition in statutory law.

In a highly uncertain economic environment, a customary land right has proven for many poor people to be the one reliable asset over which they have secure control. Customary rights also ensure membership in a community of extended family and kin, similarly poor, but also sources of vital social capital and mutual assistance. Statutory recognition of customary tenure has the potential of affording customary right holders many economic and social advantages. Of immediate benefit would be the potential to halt the growing phenomenon of the state selling or leasing land administered under customary tenure but owned by the state to large-scale outside investors.

When a country's legal system regards customary rights as informal and treats customary landholdings as state-owned property, it presents a recipe for ruin for the poor in the form of a loophole for the wealthy, powerful, and politically well-connected to extract legal title from the state and claim land long held by farmers, pastoralists, and forest communities.

Lawry, Steven, Rebecca McClain, Brent Swallow, and Kelly Biedenweg. (USAID: June 2012). *Devolution of Forest Rights and Sustainable Forest Management.*

This study considers the legal arrangements for community forestry in 16 study countries in Africa, Asia, and Latin America.

Liberia: Assessment of key governance issues for REDD+ implementation through application of the PROFOR forest governance tool. (December 2012).

Describes current state of forest inventories.

Mombeshora, Solomon. (USAID: July 2011). *Land Rights & Community Forestry Program Policy Brief: Communal vs. Community Forests in Liberia: A Policy Muddle?*

This brief describes the difficulties in defining forests as communal or community forests. FDA prefers communal forests, but these provide insecurity to communities. Community forests, on the other hand, allow communities to partake in a wider set of activities and are more secure to them. The author outlines two policy options. Option 1 is to maintain the current separation between “communal” and “community” forests. This option maintains the current status quo in which “communal forests” are differentiated from “community forests”. However, this separation which is contained in the Protected Forest Areas Network Act of 2003 and National Forestry Reform Law of 2006 has generated a policy muddle in which communities that live near protected areas are treated with different sets of rules than their counterparts in other parts of the country who operate under the Community Rights Law of 2009. This legal separation needs to be revisited so that all forest dependent communities enjoy equal treatment before the law. Option 2 is to harmonize “communal” and “community” forests under the CRL of 2009 and the draft CRL regulations. This option helps to remove the invidious distinction between “communal” and “community” forests that has dogged the FDA’s relations with forest dependent communities living near protected areas and it creates conditions for policy consistency.

Moore Stephens LLP. (May 2013). *Final Report for the LEITI Post Award Process Audit.*

Moore Stephens LLP conducted a post-award audit of the processes involved in awarding material public concessions, contracts, licenses, permits and other rights of exploitation of diamond, gold, oil, timber, and agricultural resources of Liberia from 13 July 2009 to 31 December 2011. They determined whether these processes were in compliance with applicable Liberian Laws at the time of award, with recommendations for compliance included.

Of the 32 forestry sector, (4 Forestry Management Contracts, 5 Timber Sale Contracts, 23 Private Use Permits), contracts examined, all were determined to be non-compliant.

Key issues included: Communities not involved in the validation process, original bids submitted not filed, legal requirements for PUPs not met, inconsistencies between PUP documents, lack of land validation for PUPs, unreliable field visit memos, inconsistencies between FDA decisions and field visit recommendations, inadequate

information in PUP contracts, irregular land deed, poor deed verification, PUPs issued over Community Forest Lands, PUP basic requirements not respected, Timber Sale Contracts awarded without complying with the Public Procurement and Concessions Act.

Secondary issues included: Entity Concession Commissions not appointed, lack of Concession Procurement Plans, lack of stakeholder forums, Forest Management Contract Area overlapping with private lands, lack of social agreements between land owners and PUP operators, inconsistent PUP contract durations.

Nayar, Anjali. (2011). *Liberia and European Union sign pact to curb illegal logging*. Nature. Available from:

<http://www.nature.com/news/2011/110509/full/news.2011.277.html>

This article describes some of the challenges Liberia is expected to encounter when implementing the VPA requirements. "Liberia hopes to get its first VPA timber in circulation by 2014, but that's a tall order. None of the six countries with VPAs has started producing licensed timber." It also addresses weaknesses in the scrutiny of certification papers outside of Europe. "On the one hand, close scrutiny of certification papers by European importers could act as an extra safeguard in the system. But on the other, only a fraction of Liberia's exports are shipped to Europe. Most of Liberia's wood ends up in China, which does not have an equivalent accreditation scheme. "Chinese customs won't be asking for licences," says Lawson." While all wood is required to be certified under Liberia's laws, the enforcement of proper certification may be lacking. Furthermore, "Lawson also questions the strength of safeguards in importing countries in Europe because the legislation allows countries to determine their own penalties for breaches in paperwork. Because of the open European market, "all it takes is one country with inadequate checks to let the timber in and then it can go everywhere," he says."

NGO Coalition for Liberia. (January 2012). *Private Use Permits challenge the Voluntary Partnership Agreement between the EU and Liberia and show problems in Liberia's forestry sector*.

The NGO Coalition is of the view that PUPs were not meant to be the primary mechanism for the allocation of logging rights, yet the FDA is now doing this instead of following the normal concession allocation process for Timber Sale Contracts (TSC) and Forest Management Contracts (FMC), both of which would require more oversight. The NGO Coalition describes many of the same issues with PUPs as other sources such as unqualified operators, lack of oversight, status of forestlands with PUPs, and general legal enforcement. It is also concerned with issuing of PUPs due to the lack of fees collected from these permits as compared to other licenses,

NGO Coalition for Liberia. (January 2012). *Private Use Permits show problems in Liberia's forestry sector*.

Substantively, this document is the same as the one titled, "Private Use Permits challenge the Voluntary Partnership Agreement between the EU and Liberia and show

problems in Liberia’s forestry sector.” It has two additional pages in its appendix, a catalog of PUPs and a certificate of correction

Official Journal of the European Union. (July 2012). *Voluntary Partnership Agreement between the European Union and the Republic of Liberia on forest law enforcement, governance and trade in timber products to the European Union.*

This full text version of the Voluntary Partnership Agreement is the official contract between the EU and Liberia, described in *FLEGT Voluntary Partnership Agreement Between Liberia and the European Union* outlined above. It contains the details of the agreement.

Re: Legal Review of Liberia Penal Law

Re: Termination of Private Use Permits. (February 2013).

This document describes the legal basis for FDA to terminate PUPs. FDA has the authority to terminate forest resource licenses after notice and a hearing. PUPs are a contested matter for which FDA can initiate termination proceedings when there is overwhelming evidence that PUPs are in violation of legal requirements. Review of existing PUPs reveals evidence sufficiently strong that it is unlikely that any of the licenses will found to be in compliance with all applicable legal requirements.

Rights and Resources Initiative. (May 2012). *What Rights? A Comparative Analysis of Developing Countries’ National Legislation on Community and Indigenous Peoples’ Forest Tenure Rights.*

This report analyzes national laws that relate to the forest tenure rights of Indigenous Peoples and communities. It assesses whether the legal systems of 27 of the world’s most forested developing countries, including Liberia, recognize the rights of Indigenous Peoples and communities to access, withdraw, manage, exclude, and alienate forest resources and land, the duration of those rights, and their extinguishability (collectively in this report, these are called the “expanded bundle of rights”). Only a small portion of this report focuses on Liberia specifically.

Siakor, Silas Kpanan’Ayoung. (2011). *Forest Governance and the Voluntary Partnership Agreement. SDI.*

Maximizing the benefits of the VPA will require thorough implementation, which in turn will require strong political support. Many of the safeguards built into the legal framework for the forestry sector were either compromised or disregarded during implementation of forest sector reform in the latter part of the last decade. Gaps in the law and regulations were exploited, while various provisions were ignored. Therefore unless there is political will within government, especially at the level of the presidency and the legislature, the VPA will not be properly implemented. Politicians and technicians in Liberia must act together and ensure effective inter-agency collaboration during implementation. It is key to consolidate and build on the positive relationships that currently exists amongst stakeholders. One way to achieve this is ensuring that

mutually beneficial and constructive dialogue that was developed during the VPA negotiation process (that included direct community participation) is maintained.

SDI. (January 2010). *Liberia – The Promise Betrayed.*

This report reflects on the state of forest law enforcement and governance in post-conflict Liberia. It catalogues the major flaws and illegalities that occurred during the contract allocation processes, i.e. from the validation of forest areas designated for concessions, through prequalification and up to the signing and ratification of the first thirteen logging concession agreements. Most importantly, it shows that improvements in forest governance cannot come about without political will. It reaffirms that the potential of the logging industry to deliver jobs and revenue is exaggerated – often intentionally so. Current developments in the forest sector point to a future of disappointment and conflict across communities, and sustained tension between the state (on one side) and those non-state actors and community representatives who are determined to ensure that the rights and interests of communities are upheld and protected. The report presents recommendations with a special focus on how the government could return to the path of reform in order to get the forestry sector to work for Liberia and its people.

SDI. (October 2011). *Making the Forest Sector Transparent.*

This report acts as an annual forest sector report card for Liberia which assesses the transparency of the sector as part of the Making the Forest Sector Transparent project. It recommends that the government fully implement transparency measures contained in various laws and develop action plans to make information accessible and transparent.

SIIB. (December 2012). *Special Independent Investigating Body Report on the Issuance of Private Use Permits (PUPs).*

This is the original copy SIIB report on PUPs referenced in many documents here. These documents effectively provide relevant substantive information, but the original may be helpful for further details and original language.

Smyle, James. (2012). *Liberia Forest Sector Diagnostic.*

This document describes what has been happening in the since the end of the conflict. It goes over the various reforms and laws and their strengths and weaknesses. The report then goes over emerging lessons and opportunities in specific topics such as governance, decision making, and the integration of community, conservation, and commercial forestry.

Stevens, Caleb. (November 2011). *Memo Regarding Summary of Processes for Obtaining Concessions in the Forestry, Agricultural, Mining, and Petroleum Sectors of Liberia.*

This memorandum summarizes, in table form, the processes for obtaining concessions in the forestry, agricultural, mining, and petroleum sectors. The most complex process is for forestry concessions, which involves 58 separate steps plus additional sub-steps as

well as approximately 20 different institutions. The processes in the other sectors are also quite lengthy. The report concludes with short term and long term recommendations.

Stevens, Caleb. (December 10, 2012). *Possible Changes to Liberian Land Laws upon Adoption of the Land Rights Policy Statement.*

This memo systematically reviews Liberian legislation that has some relationship with the land sector. The memo provides a discussion of the potential concern related to the new Land Policy and each provision of each law identified and proposes a solution. The memo analysis the FDA Act, the NFRL, the CRL, and the environmental legislation among many others.

UN Security Council. (May 2013). *Letter dated 23 May 2013 from the Chair of the Security Council Committee established pursuant to resolution 1521 (2003) concerning Liberia addressed to the President of the Security Council.*

Liberia's forestry sector continues to suffer from the ongoing scandal around the Government of Liberia's procedurally flawed and apparently illegal issuance of private use permits. The scandal is a symptom of unaddressed larger problems in the forestry sector, the broader weakness of natural resource governance and the persistent inadequacies of Liberia's land tenure framework. While the massive irregularities associated with allocation of private use permits have been made public in the report of the Special Independent Investigative Body, the Government of Liberia has not cancelled the flawed permits despite overwhelming evidence supporting such a move backed by specific recommendations of the Investigative Body. Furthermore, when the Government has tried to take decisive action it has been blocked by delays in implementation and Supreme Court decisions supporting commercial interests. As a consequence of the absence of forestry sector leadership after the dissolution of the Forestry Development Authority Board, there has been continued confusion among State institutions, the private sector and affected communities. Moreover, the recent increase in community forest management agreement applications — 23 since the halt on private use permit operations — suggests that logging companies, which owe the Government \$36 million in back taxes, are trying to find new loopholes to operate in the sector.

USAID. (February 2013). *A "Roadmap" To Develop the National Concessions Cadastre for Liberia (Draft).*

This document describes how to develop the National Concessions Cadastre for Liberia. The aim is to create a centralized concession granting system that has proper governance, oversight, capacity building, and technology usage to ensure that concessions are handled properly. The NCC also includes surveying and inventorying customary lands to diminish future conflicts between the granting authorities and local communities when concessions are granted. But, well before surveys of Customary Lands are started, a vigorous public awareness campaign must precede any demarcation program in a community to lessen the fears of indigenous people

Yiah, Jonathan. (2012). *Private Use Permits (PUPs) and the Voluntary Partnership Agreement (VPA): Do They Demonstrate Legally Recognised Rights?*

PUPs have the ability to defeat the objective of the VPA. PUPs are clearance logging licenses, potentially allowing for conversion of primary forest. Some PUPs appear to be based upon questionable titles or have been awarded through questionable procedures. Current VPA standards for verifying legality of PUP timber are weak, requiring only a valid deed of private land owner (Indicator 2.5.1), written permission of private land owner (Indicator 2.5.2), and no requirement that environmental standards be developed. PUPs will dilute EU timber regulation which comes into effect March 2013

Zoleh, Marcus. (March 2012). *EcoWood Embarks On 35 Km Road Construction in Lofa.*

Members of the Bleueama Clan Zorzor District are excited that EcoWood, the company who signed a concession agreement for the CFMA, has started building a road. The road is one of many projects EcoWood has agreed to construct. Citizens attribute the development to the new Community Forest Law which not only made it possible for them to access their forest, but has also helped ensure that companies make a positive impact on the clan.

Legal Authorities

Policies

1. Land Rights Policy (2013)
2. National Policy on Decentralization and Local Governance (2011)

Laws

1. Act Creating the Forestry Development Authority (1976)
2. National Forestry Reform Law (2006)
3. Community Rights Law (2009)
4. Environment Protection and Management Law (2002)
5. Public Procurement and Concessions Commission Act (2005)
6. Liberia Extractive Industries Transparency Initiative Act (2009)
7. Freedom of Information Act (2010)
8. Associations Law (Amended 2002)

Draft laws

1. Liberia Voluntary Partnership Agreement Act

Regulations

1. Regulation No. 101-07: Public Participation in Promulgation of Regulations, Codes and Manuals
2. Regulation No. 102-07: Forest Land Use Planning
3. Regulation No. 103-07: Bidder Qualifications
4. Regulation No. 104-07: Tender, Award, and Administration of Forest Management Contracts, Timber Sale Contracts, and Major Forest Use Permits

5. Regulation No. 105-07: Major Pre-Felling Operations under Forest Resources Licenses
6. Regulation No. 106-07: Benefit Sharing
7. Regulation No. 107-07: Certain Forest Fees
8. Regulation No. 108-07: Establishing a Chain of Custody System
9. Regulation No. 109-07: Penalties
10. Regulation No. 110-07: Rights of Private Land Owners
11. Regulation No. 111-08: Commercial and Sustainable Extraction of Non-Timber Forest Products (NTFPs)
12. Regulation No. 112-08: Forest Products Processing and Marketing
13. Regulation No. 113-08: Environmental Impact Assessment
14. Regulation No. 114-10: Procedures to Access and Manage Funds on Behalf of Affected Communities by Community Forestry Development Committees
15. Regulation No. 115-11: Chain Sawing Regulation
16. Regulations to the Community Rights Law (CRL) of 2009 with Respect to Forest Lands (2011)

Draft Regulations

1. Regulation on Abandoned Logs
2. Regulation on Third-Party Access to Concession Areas
3. Regulation on Transit Timbers Entering Liberia
4. Regulation on the Importation of Timber and Timber Products
5. Regulation on Confiscated Timbers and Timber Products

Executive Orders

Executive Order No. 44 (January 2013) Protecting Liberian Forests by a Temporary Moratorium on Private Use Permits

Judicial Decisions

Forest Ventures et al. v. Government of Liberia (January 2013)

The moratorium was reinstated as of the date of the ruling. In the original case, there was a return to status quo ante. The Supreme Court determined that certain procedural errors made by the petitioners and the lack of adequate showing of sufficient basis and standing by the petitioners warranted the denial of the petition for issuance of the peremptory writ.

Mandra Forestry Liberia Limited et al. v. Government of Liberia (October 2012)

Several companies engaged in the forestry sector/logging industry filed a complaint in the Supreme Court of Liberia, alleging the illegal cancellation of their PUP Agreements and prayed the Court to prohibit and prevent the Government of Liberia from canceling said agreements. The Court handed down its ruling, denying the petition, dismissing the proceedings, lifting the Stay Order imposed by the Justice in Chambers, and re-imposing the ban. In response to the case, the FDA said it plans to move forward as directed.

U.S. Agency for International Development

1300 Pennsylvania Avenue, NW

Washington, DC 20523

Tel: (202) 712-0000

Fax: (202) 216-3524

www.usaid.gov