

FOREST LAW

The law of Contract and Forestry

This plays a prominent role in forest industries in Nigeria. This is because majority of the activities involved in forestry are either by contract or license. Though it may appear that contract and license are the same, license is usually a written statement which permits someone to carry out an activity whereas a contract is a binding agreement between two parties involved or between a party and an individual state.

It must be noted that there is difference between license and lease. For example a forest concession will be a license while a lease could be an agreement where the owner of a piece of land or building agrees to let another person, that is, the lessee has the use of it for a period of time and for a fixed amount. The owner of the land is called the lessor. It must be appreciated that once a lease has been completed the lessee has full control of the property over the period of the lease and any attempt to get rid of that control will be contravening the terms of the lease and the law of property.

Contract therefore involves the branch of the law which deals with bargaining between people. In forestry laws of contract are made. Some of these contracts are very easy because they are printed forms which merely compelled the parties. Terms of these contracts are drafted by the lawyers.

The types of contract you can come across in forestry are the followings:

Purchase of articles – like pass-hammer, stationery's office equipment, engagement of property hammer, uniform etc.

License to exploit a forest for logs.

Labour – casual and permanent labour/skilled labour.

You might have contract relating to the use of forest land to non-tree grow activities e.g. Taungyafarm.

Contract of regeneration purposes.

Basically therefore, contract in forestry may involve sales and for tender. This will entail some offer and acceptance or rejection. An offer is deemed to have been made when it is brought to the notice of the person for which it is intended.

An acceptance is considered made when the offering party is informed either in writing or by any other available means. When a contract has been made it is desirable to keep to the terms of the contract. If an argument should arise, settle it outside the court because the court can only interpret the terms of the contract and their implied meanings.

For example the failure to complete a contract by a such contractor will not be taken as an offence as the court may take it to mean that the period of sickness be observed it is and only when the contractor is healthy that he can do the work. You must know that the contractor

has the right to inspect before making the contract agreement. This is because once the contract has been made; the contractor will have no opportunity to complain. As far as logging is concerned, a license or permit is granted because the permit allows the buyer not to do other things than the removal of the logs. These are parts of the rights of the buyer. It is a quite different thing under a lease agreement. This is because a leased forest would have come under the law of property.

COMPOUNDING AND FORESTRY

Compounding means the settlement of the forest offence out of law court by any forest officer to whom power has been delegate.

All offences and particularly petty forest offences cannot be handled by the court. It is for this reason that forest officers above certain rank have judicial power delegated to them as in the case of custom department. Such settling of case out of court by forest officers is called compounding.

Where it involves payment of fine, it is usually made four times the presumed value of the stolen forest product. Critically looked at, it is open to serious treason and abuses as follows:

There is danger of injustice in punishing a man for the offence he has not actually committed. This becomes very glaring when it is remembered that the large percentage of our population is uneducated and this are unnecessarily scared by mere mentioning of law court. It is this aspect of forest law that some of our forest officers employ to harass local population and illegally amass wealth.

It is desirable not to compound forest offences unless the guilt is sufficiently cleared and evidence strong enough if taken to court. The offender must be made aware that he is not obliged to pay the compounding fee. If literate, he must be made to understand a statement that he understands what he is doing and if not, it must be explained to him.

Secondly, where forest offences are frequently committed there is tendency for unregularities in the amount of compounding fee applied to the same forest offences or of the same gravity.

Thirdly, there may be competition of forest officers for outstations noted for frequent forest offences. The gross abuse of this responsibility led former western state to abrogate the law and refer all forest offence to law court.

A forest offence which is commonly settled in law court is malicious damage especially settling fire in forest plantations. Other serious offences are the forgoing of government hammer – mark, misuse of hammer and the removal of boundary mark of pillars.