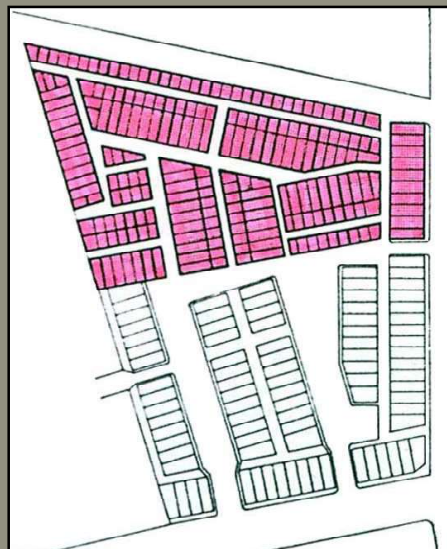
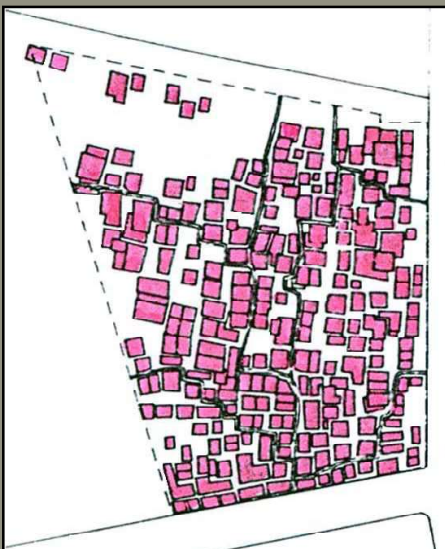


land sharing as an alternative to eviction



The Bangkok experience



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LAND SHARING AS AN ALTERNATIVE TO EVICTION

The Bangkok Experience*

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A unique approach to the resolution of slum eviction conflicts has evolved in Bangkok. Slum dwellers faced with imminent eviction have organised and bargained successfully for a share of the land they currently occupy, and landlords—usually after protracted negotiations—have agreed to sell or lease them the land. The land sharing process is described and explained, using five recent projects as examples. The five basic requisites of land sharing are: community organisation, a land sharing agreement, densification, reconstruction and capital investment. Land sharing usually results in major improvements in housing and a significant increase in asset formation. The conditions for its success are assessed by comparing land sharing slums with other slums with potential for land sharing. Land sharing is not successful where communities are weak, and once implemented may result in the resale of some of the houses, which then command a higher market value.

Land Sharing as a Housing Strategy

This essay reflects upon five recent projects in Bangkok, the capital of Thailand, where the housing problem of inner-city slum dwellers was resolved in an innovative manner by negotiating agreements between slum dwellers and landlords to share the land. Its wider objective is to illustrate the role the land could play in the resolution of the housing problems in many Third World cities. This is but another attempt to shift the attention of those concerned with housing from technical issues of production to the largely political issues of securing adequate land for housing the poor.

There is ample evidence that, given secure land tenure, poor people will mobilise their own savings to improve their houses gradually over time.¹ There is also ample evidence that governments cannot produce housing units which the poor can afford. Given these realisations it has been suggested again and again that governments act to make land tenure secure, and to enable people to build and improve their houses by themselves. Reasonable as it may seem and convincing

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though it may be, governments have failed to act widely on the land tenure issue in all but a handful of cases.²

The few attempts to change land tenure conditions have had varying degrees of success. In Pakistan, for example, long-term leases were granted to all squatters on government land, after years of struggle by individual communities to change their tenure status.³ In Hyderabad, another interesting example, authorities refuse to assist landlords in evicting squatters after a period of twelve years of continuous occupation has elapsed. As a result landlords are forced to sell their land to the occupants at nominal prices.

In attempting to establish land rights in slums and squatter areas, government usually finds itself in the position of arbiter between the conflicting claims of landlords on the one hand and slum dwellers on the other. The general claim of landlords, whether private or public, is that the government must protect their legal rights to the land and assist them in clearing the slums so that they can exercise their right to use the land as they see fit. The position of the slum dwellers is that they have established a claim to the land through prolonged stay, that they have no place to go without losing their means of survival, that the law is unjust if so many people have to suffer so that so few may benefit, and that the government has a social responsibility to house them properly.

Governments must also ensure the planned and orderly development of cities and promote real estate investments on the one hand, while meeting the housing needs of the poor on the other. Even if their interest in meeting housing needs is only marginal, they must concern themselves with keeping urban discontent within manageable levels.

Thus governments often find themselves stalemated, not being able to support fully either the claims of landlords or those of the slum dwellers. Landlords cannot proceed with their development plans, and slum dwellers cannot invest in improving their houses while the threat of eviction continues to hang over them.

Land sharing—the partition of the land into two parts, one for use by the landlord and one for use by the present occupants of the site—can be a pragmatic and constructive resolution of these conflicting claims. It becomes a realistic compromise between landlords and slum dwellers when the intentions of landlords to repossess the land become clear to the residents, and when the residents decide to resist their eviction. The five alternatives then open to the latter, arranged on a spectrum of decreasing desirability, are as follows:

1. Struggle to resist eviction and to remain on the land, occupying it in total;
2. Negotiate a land sharing agreement with the landlords and reconstruct houses on part of the land;
3. Agree to resettle on an alternative site, usually on the urban fringe;
4. Agree to receive compensation for clearing the site; or
5. Leave the site and settle elsewhere without any compensation or assistance.

The initial position of the landlord is normally at the end of the spectrum, whereas the slum dwellers are at the beginning. Land sharing is a constructive alternative in the middle of the spectrum, as are the offers of a resettlement site or adequate

compensation. Any one, or a combination of the three, can result from constructive negotiations between the landlords, the residents and other concerned parties.

From the slum dwellers' point of view, land sharing appears to be the preferred alternative next to occupying the entire site, and a worthwhile position to negotiate for once it becomes clear that the status quo can no longer be maintained. By removing the threat of eviction it allows them to stay where they are, usually within reach of their jobs, and to maintain their community intact. It also ensures a formal land tenure agreement and hence an incentive to invest in their houses.

From the landlord's point of view, a land sharing agreement may be a realistic alternative to a protracted struggle, particularly in the face of pressure from the people, the authorities and the general public. It makes it possible to clear some land for immediate development, saving valuable time. It also reduces uncertainty in development schedules and saves the costs which may be involved in long, drawn-out eviction cases—compensation payment, legal fees, and payments of official and non-official agents involved in the eviction effort.

From the point of view of governments, land sharing offers a source of land for the poor which does not tax their limited resources. At the same time, it allows governments to remain neutral, neither on the side of the landlords nor on the side of the slum dwellers, while maintaining order and the rule of law.

In general, the land sharing strategy involves five principles. First outlined in 1982, these are presented in a revised form below:⁴

1. *Community Organisation*: Negotiations for land sharing require that slum dwellers mobilise to counter the threat of eviction, to enlist the support of outside organisations, and to create the indigenous leadership necessary to represent the community in negotiations. Community participation is also required in planning for the site reconstruction, in the allocation of plots, in the demolition of existing structures, and sometimes in rebuilding the houses.
2. *A Land Sharing Agreement*: This requires a binding agreement to partition the land. Usually the land parcel with the best development potential is allocated to the landlord. Other parts are allocated to the existing residents for rehousing themselves. Such an agreement must guarantee secure land tenure on the parcels allocated to the residents, and may specify the necessary payments and time schedules for implementation.
3. *Densification*: Rehousing the existing community on a smaller site requires increased residential densities. If the original density in the slum was already high, the new density will be even higher, unless some of the residents are excluded by the new scheme.
4. *Reconstruction*: The increase in residential density and the need to clear part of the site usually necessitates the reconstruction of houses, unless original densities are low enough to permit infilling of vacant plots on the site. Rebuilding may require new forms of construction, using more permanent or more solid materials, to achieve the required densities and to upgrade the quality of houses.
5. *Capital Investment*: Reconstruction requires capital from the domestic savings of the residents or loans from outside sources. To be economically feasible, land sharing schemes cannot rely on massive subsidies and must arrange for housing within the peoples' ability to pay. This may occasionally require cross-subsidies within the land sharing scheme, utilising some of the development gains partially to offset housing reconstruction costs.

These five principles lie at the heart of all land sharing schemes attempted in Bangkok. Examined next are the conditions which led to the successful implementation of five agreements in the past six years.

The Magnitude of the Eviction Problem

In Bangkok, the magnitude of eviction and eviction threats was largely the result of increasing development pressure over the past decade. Except for short-term fluctuations, the building boom created large demands for land, particularly in central locations, pushing land prices up at annual rates of 10–20 per cent.

A recent study of Bangkok, based on 1983–84 air photographs, found a total of 1020 slum areas in the city of which 269 were under threat of eviction of one form or another.⁵ Thus, of a total population of 5 500 000 living in Bangkok in 1985 (more than one million in slums and squatter settlements), 272 000 were under threat of eviction.⁶

Areas under threat of eviction were subjected to various forms of development pressure. Of a total of 86 communities facing eviction which were studied in 1981, 17 were being evicted because of the need for road construction, 16 to make way for commercial development, 14 for public buildings, nine for residential development, and five for other types of development. In the remaining 25 areas, land was either under dispute or without any particular plans for development.⁷

In general, evictions were peaceful and violence-free. Even when courts ordered slum dwellers to leave, the police usually minimised intervention, arresting some leaders, allowing them to be freed on bail and instructing the landlord and the people to sort out their differences by peaceful means. In the majority of cases, the slum dwellers eventually left, feeling they had no real choice in the matter.

Where communities organised to prevent eviction and to stay where they were, they usually succeeded in delaying eviction for long periods of time. However, there was no positive strategy which would lead to the permanent removal of eviction threats as long as development pressure remained strong. It was here that the land sharing concept provided a constructive alternative.

Five Land Sharing Experiences

Of the five land sharing agreements which have been formally signed in Bangkok, one is now completed, two are in advanced stages of construction, a fourth is scheduled to commence building, and a fifth awaits allocation of the necessary capital for construction. In all five communities, land sharing agreements were the successful culmination of a long and drawn-out struggle between community organisations and their supporters on the one hand, and landlords, their agents and their supporters on the other. None of the agreements were achieved without the direct intervention of high-ranking officials, military personnel or important national politicians. Simple as the land sharing plans may seem, underlying them were power struggles; struggles to give less and retain more. Bargaining was often fused with a spirit of goodwill and cooperation, but, with much to lose or gain, it has always been an earnest struggle.

RAMA IV

The land sharing option was first used in the case of the Rama IV slum, a large and established slum community situated on Crown Property Bureau land along a

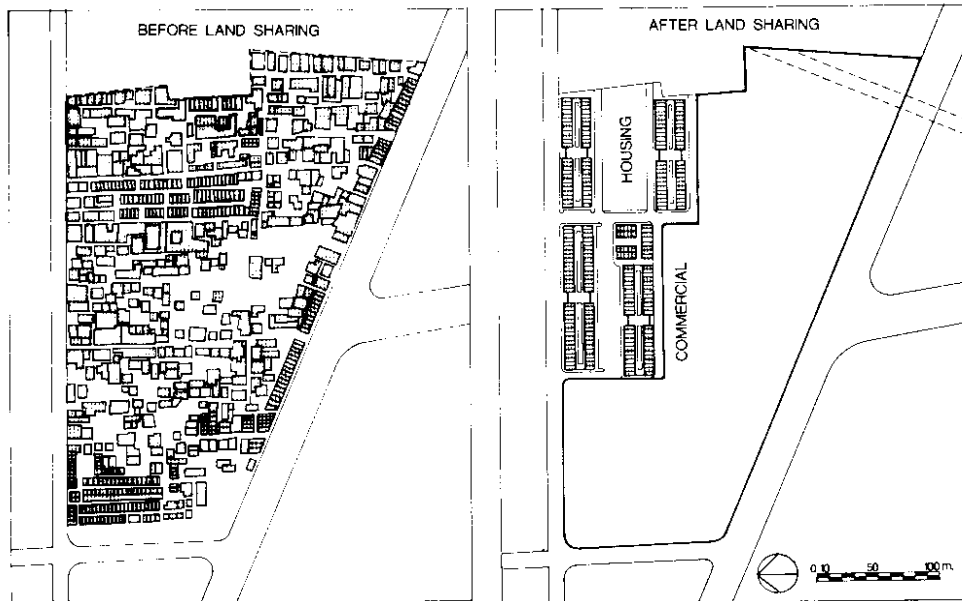


Fig. 1 The Rama IV land sharing project

major east-west transportation artery linking the city centre to the port of Klong Toey. After a fire in 1966 (probably due to arson) demolished a significant number of houses, the Bureau transferred the site to the Bangkok Metropolitan Administration for clearance and redevelopment, although many houses still had official lease agreements. The site was then transferred to a land developer, the Saha Krungthep Pattana Company, leaving the problem of clearing the people to the company. The company met with growing resistance on the part of the people's organisation, which drew media attention by charging that the company now paid less for leasing the land than the people did before, and resulted in the support of outside organisations including foreign donor agencies.

Beginning in 1980 the community committee, supported by professional community organisers, submitted various proposals to share the land. These were rejected by the company. Growing public pressure, the involvement of the Finance Ministry which oversees the Crown Property Bureau, and the support given to the community by high-ranking officials in the National Housing Authority and by important local politicians, resulted in a land sharing agreement being signed in 1981. The agreement stipulated that the company would finance and build a total of 850 flats for the residents on a 2.4 hectare part of the site. To attain the required density, the company plans to build the flats in four 8-storey structures (see Figure 1).

The company agreed to pay for the construction of the buildings as well as for the service infrastructure, cross-subsidising the construction by building a large commercial complex on the remainder of the site. This was made possible by the lower-than-market-rate lease given to the company by the Crown Property Bureau. The National Housing Authority is also a signatory to the agreement and will

manage the buildings which will remain the property of the Bureau. Residents will be given 20-year leases to their flats, all of which are considerably bigger than their present houses. Construction of the first apartment block was due to begin in July 1986, but has now been further postponed because of financial difficulties encountered by the company.

MANANGKASILA

Construction is now almost completed in the Ban Manangkasila area, organised and administered by the community organisation itself without any official involvement. The Manangkasila community was established some sixty years ago on public land, which has since changed hands among government agencies no less than five times. The site is located along a railway track, close to the city centre and adjacent to a busy commercial artery. The Treasury Department which currently owns the site toyed with a number of alternative arrangements for upgrading the area, but decided in 1978 to lease the land to the highest bidder for commercial development. The bid was won by the Saeng Uthai Company, with the stipulation that the dwellers would be moved within one year and that construction be completed within five years. The company offered to pay compensation to the dwellers, at the rate of \$7.50 per square metre of occupied land, but only 32 dwellers agreed.

The community organised a demonstration in front of the Prime Minister's house, resulting in instructions from him to the Ministry of Finance to resolve the issue in a manner satisfactory to all. In mid-1979, representatives from the Ministry of Finance, the Treasury Department, the community, and the Saeng Uthai Company met to discuss the housing needs of the established residents. In March of 1982, a land sharing agreement was signed between the Treasury Department, the company and the people. It allocated 0.67 hectares on the back of the site to 160 remaining families, 30 per cent of the families originally living in the slum in 1974. Further demonstrations by some of those who were left out of the land sharing plan led to the inclusion of 37 additional families. The community leadership decided, however, that while the families who led the struggle (and who had previous land rental agreements with the Treasury Department) were eligible for 40-square-metre plots, squatters and families who joined later would receive only 20-square-metre plots (see Figure 2).

The entire organisation of the community, the planning of the site, the negotiation for land sharing, and the enlisting of outside support was carried out by a few charismatic leaders in the community. They chose to continue the struggle when many families had given up and started to leave the area. The community organisation formed a credit union and was thus able to obtain a long-term housing loan from CEBEMO in the Netherlands administered through the Credit Union League of Thailand. Staff members in the National Housing Authority and in other voluntary organisations helped in technical matters, but all management work, including the administration of savings and construction, was done by community committees.

The houses in Manangkasila are currently being constructed by a private contractor, supervised by members of the community committee and the house

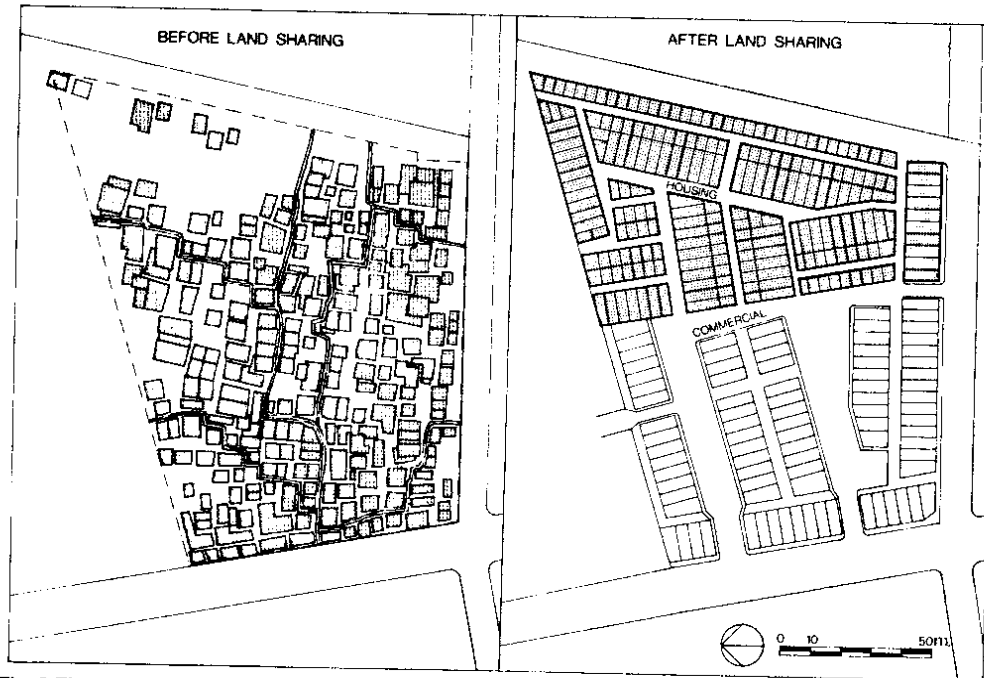


Fig. 2 The Manangkasila land sharing project

owners. The Treasury Departments offered long-term land lease arrangements to the residents, but the community opted for the cheaper alternative of renewing leases on an annual basis. Nevertheless, a survey of 181 participating families found that more than half believed they could stay in the community forever, and more than two-thirds believed they could stay for more than twenty years. The houses themselves are small, 40-square-metre two-storey units on 20-square-metre plots. As houses share three out of four walls low standards of ventilation have resulted. There is little self-help construction involved, but houses are left unfinished for the dwellers to complete themselves.

WAT LAD BUA KAW

Houses were planned and constructed largely through self-help with minimum assistance from skilled workers in the Wat Lad Bua Kaw land sharing project. Wat Lad Bua Kaw community developed over a period of more than fifty years as a squatter community on land belonging to an absentee landlord. By 1978, when fire demolished the slum, there were more than 300 families living on the site. As people began to reconstruct their houses on the smouldering ruins, the land was sold to the Mahasin Development Company which immediately served eviction notices to the residents. Compensation, varying between \$25 and \$250, was paid to 219 families who agreed to leave. Thirteen families who refused to leave were taken to court and lost their pleas. Parallel to the court action, the company engaged in a series of threats and enticements to rid itself of the remaining families.

The plight of the residents came to the attention of National Housing Authority

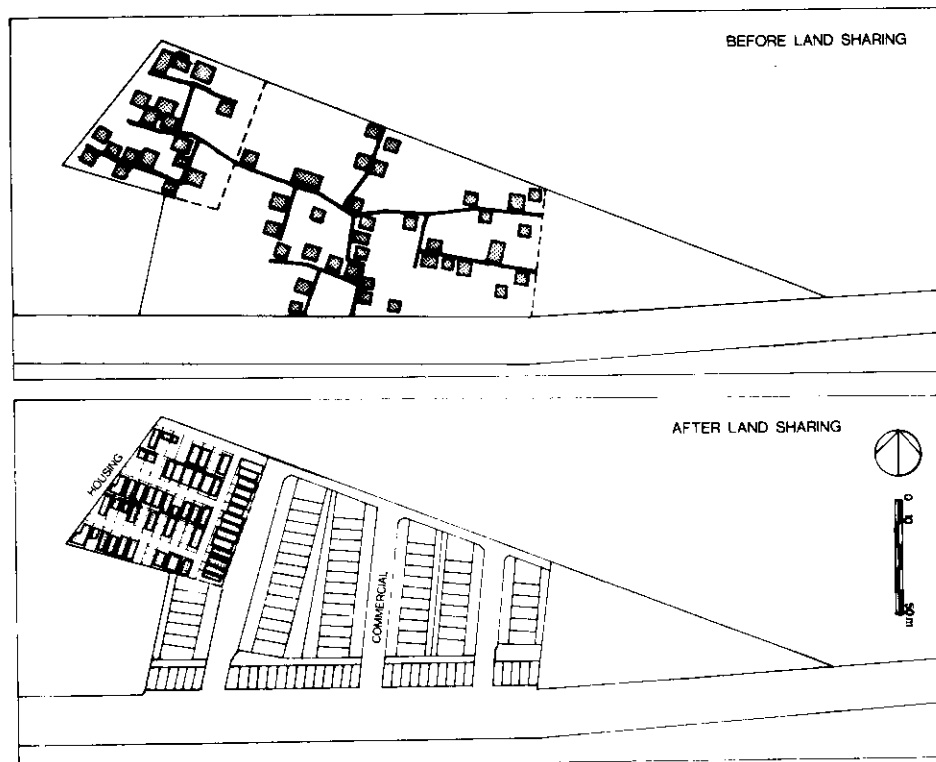


Fig. 3 The Wat Lad Bua Kaw land sharing project

researchers in 1981, while the Authority was conducting a city-wide survey of slum eviction. Representatives of the community met with committee members of the Manangkasila, Rama IV and another slum community fighting eviction and, in early 1982, submitted a request to the National Housing Authority for official assistance. NHA planners proposed a land sharing scheme, relocating the remaining part, 1.28 hectares, for the company to develop into townhouses (see Figure 3).

The Yannawa local authority, in which the site is located and high-ranking military officers intervened in the negotiations and led to the successful conclusion of the land sharing agreement. Based on the agreement a long-term loan was arranged from the Government Housing Bank to the National Housing Authority. The NHA for its part agreed to administer the loan, charging residents an additional one per cent on top of the Bank interest of 14 per cent.

The agreement with the Mahasin Company proposed an outright sale of the land to the residents at a price reflecting their ability to pay. The residents, for their part, were to remove their houses and to rebuild them on plots ranging from 40 to 48 square metres. They also agreed to return any compensation payments received from the company.

By late 1982, 63 plots were allocated to the residents for the construction of 65 housing units. Residents either moved their old structures to the new site or

erected new houses on their plots. Most houses combined old and new materials. Typical houses are two-storey, free-standing structures.

As long-term financing was available only for the purchase of the land, most families financed house construction by themselves, mobilising their savings and securing short-term loans from relatives and moneylenders. The average expenditure on house construction in 1982–83 amounted to \$760, slightly more than double the initial value of the houses before reconstruction. Investment has been increasing steadily over the past years, as people have continued to improve their houses.

SAMYOD

A more ambitious reconstruction plan was prepared as part of the land sharing agreement in the Samyod community. The community is located on Crown Property Bureau land behind rows of shophouses in one of the most active commercial centres of the city. It has been in existence for more than seventy years. Many of the original residents had formal agreements with the Crown Property Bureau, allowing them to rent small plots on the site and to construct their houses in exchange for a small rental fee. In 1980 a fire destroyed the community, leading to an immediate cancellation of the rental agreements by the Bureau and an eviction order. Many residents left, but more than 30 families stayed and rebuilt their houses. They organised a vocal group which appealed to the Bureau, to local politicians and eventually sent a petition to the King, asking for his intervention on their behalf. The Bureau halted eviction proceedings and the families were granted a temporary, unofficial stay on the land, although their rental agreements were not renewed. They were joined by many new families of squatters and house renters, increasing the total number of families on the site to 156 by late 1982.

Members of the Building Together Association, a voluntary organisation building self-help and mutual-aid houses in the city, proposed a land-sharing project as a means of resolving the long-term housing problem of the residents. The proposal was well received and a community committee was set up to register the participating families and to initiate planning and implementation procedures. The National Housing Authority was requested to become the formal implementing agency. The governor of the NHA met with Crown Property Bureau officials and secured a land sharing agreement, later formalised in an exchange of letters.

The land sharing plan (see Figure 4) partitioned the site into two parts, one part to be cleared for the construction of 37 shophouses by anyone the Bureau selected, and another on which 175 houses were to be erected by the National Housing Authority and leased to the residents. Land for housing, totalling 0.65 hectares and 68 per cent of the site was offered to the NHA for a period of 25 years at an annual fee of \$0.33 per square metre, this price amounting to less than 0.4 per cent of its then market value.

The reconstruction plan for the Samyod site was drawn up by the Building Together Association and the NHA, which proposed a number of alternatives. The community committee insisted on differentiating the original residents from the squatters and house renters who arrived later. Original residents were allocated unfinished two-storey row-houses, while later arrivals were allocated unfinished

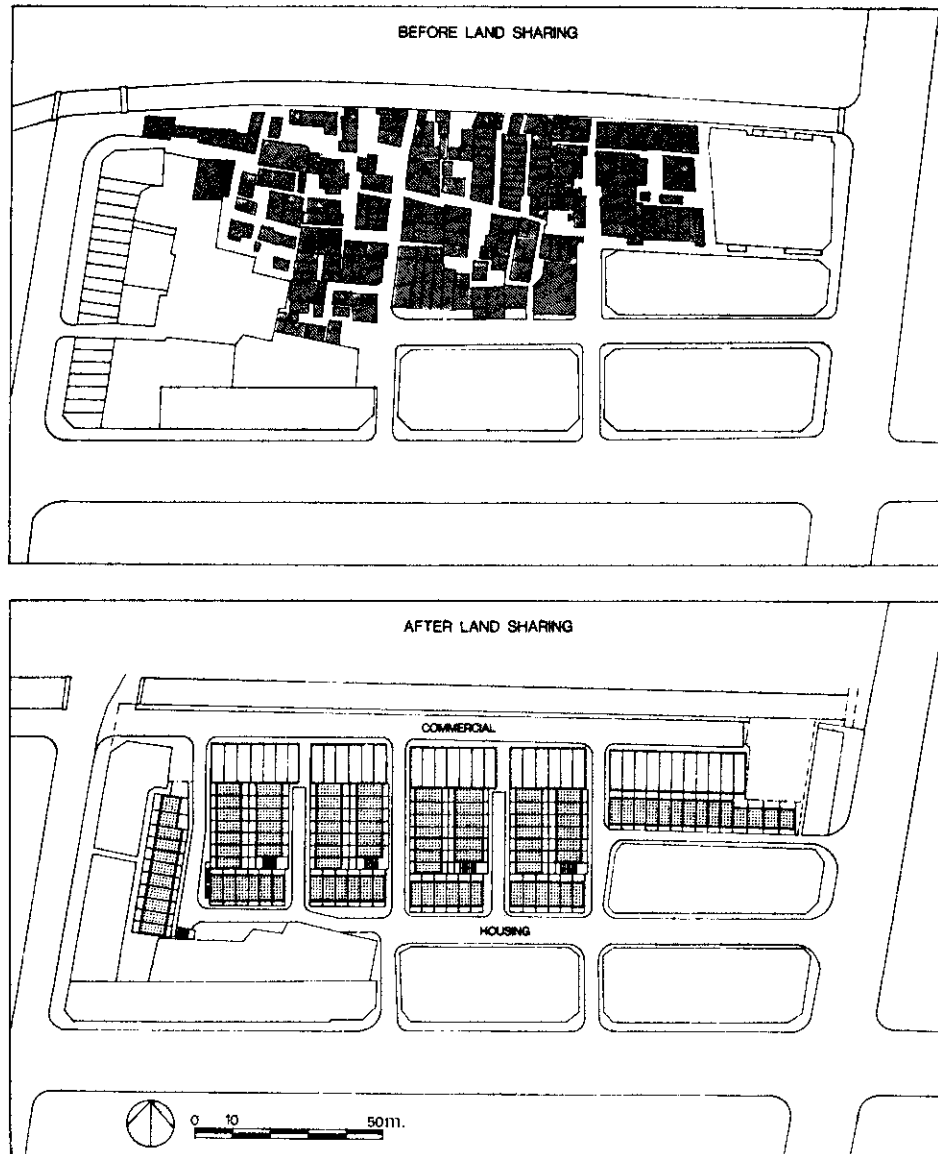


Fig. 4 The Sam Yod land sharing project

two-storey row-houses in four-storey structures. The plan called for the construction of shells without facades, internal partitions or second-storey floors. These were to be constructed later by the residents themselves.

Initial difficulties in implementing the land sharing plan arose when the governor of the NHA was replaced in late 1983. In reviewing the final plans, the NHA Board postponed a decision, fearing that construction of houses without facades was a potential 'loss of face' to the Authority. In a further exchange of

letters, the Crown Property Bureau agreed to donate sufficient funds to the project for the construction of facades.

Internal struggles within the community committee reduced the pressure on the NHA to implement the project. Further changes in NHA policy removed the prospects of subsidy for the financing of infrastructure in the area as part of the Authority's slum upgrading programme. Several high-officials in the NHA insisted on examining other alternatives that would increase the potential profit to the NHA, noting that the Authority was a state enterprise which needed to become financially independent of the central government. Some proponents wanted to build shophouses for sale, while others wanted to build a shopping centre and to house the families on top of it. Needless to say, none of these alternatives materialised. The governor of the NHA changed again in late 1985 and the community committee has repeatedly met with the new governor with no construction plan taking shape to date.

KLONG TOEY

The Klong Toey land sharing project was much more successful. Klong Toey is by far the largest slum in Bangkok, as well as its largest squatter settlement, housing a total of 6000 families on land belonging to the Port Authority of Thailand and bordering on the Klong Toey port. The area is close to the centre of the city and offers a convenient location for large numbers of dock labourers. Being a squatter settlement with no land rental arrangements, tenure security is low, resulting in an equally low quality of houses and infrastructure. As a result, the Klong Toey slum has attracted many poor families who cannot afford the rent in other, better established and more secure slums in the city.

The first squatters in Klong Toey settled in the marshy area in 1939 and over the years there have been many half-hearted attempts to evict them. The community started to organise in 1973, after several voluntary agencies entered the area. Strong organisations were built in the community to counter the eviction threats by the Port Authority which had plans to utilise the area for port expansion.

During 1981-82 a six-hectare site was transferred to the National Housing Authority to build flats, rehousing 1440 families and signalling the beginning of land sharing on the site. In 1983, the Port Authority renewed its attempts to evict slum dwellers from the eastern part of the settlement to make way for a container station. The National Housing Authority intervened to propose a land sharing plan. According to the plan, an 11.2-hectare site on a flooded part of the area was to be prepared for resettling the 1300 families occupying the eastern sector. Negotiations led to an agreement among all parties concerned and were later endorsed by high-ranking military officers.

The final agreement called for the preparation of 60-square-metre serviced sites to be leased to the residents for 20 years for a nominal fee. The site was ready by mid-1985 and families started to move in and to rebuild their houses. Many families took advantage of a saving scheme for building materials initiated by the Human Development Centre, a voluntary organisation working in the area. Most of the houses were built through self-help, and occasionally with the assistance of skilled workers.

With this phase of the Klong Toey land-sharing scheme virtually complete, the NHA is proposing to reblock some additional areas, to introduce roads, footpaths and infrastructure services. The overall scheme for land sharing in Klong Toey is shown in Figure 5.

The five land sharing projects described above have paved the way for more such projects in Bangkok and elsewhere. To understand the reasons why these projects were successful, we must reflect in great detail on why they proved feasible and implementable.

The Feasibility of Land Sharing

The feasibility of land sharing in Bangkok will be explored on two levels. First, we shall seek to explore why it is possible, at the present time, to propose and implement land sharing projects in the city. Second, why were these particular five communities successful at concluding land sharing agreements among all the slums now facing eviction in Bangkok?

This is necessarily a partial and speculative discussion—an attempt to discern overall patterns from a great variety of events occurring at the time. It appears, however, that the answers lie in the social and political climate in which urban development decisions were (and still are) taking place, combined with aspects of traditional Thai culture.

The last few years saw a gradual emergence of a democratisation process in Thailand, marked by the increasing involvement of elected politicians in decision-making processes previously the domain of the established bureaucracy or the armed forces. Elected urban politicians could not ignore 20 per cent of the potential voters living in slums and squatter settlements. Many went into the slums and took a variety of advocacy roles on behalf of the people. They also increased the people's access to land-owning and housing finance agencies, often overseeing the negotiation of land sharing agreements.

This process of democratisation now appears likely to continue. It has recently been given an additional boost with the transformation of the Bangkok Metropolitan Administration into an elected city government. The military, which ruled in the past through the forcible appropriation of power, is becoming more aware of this process, and its leaders seek active involvement in projects and programmes which increase its popularity. Military leaders were active in pressing for and following up land sharing agreements in three of the five projects studied.

Slum landlords, often public agencies, do not want to be seen as standing in the way of national unity and national security. Many neither wish to advertise the fact that they own slums, nor that they are mistreating the poor. Public land-owners, especially, cannot afford to be associated with forcible eviction or any similar action. This is particularly crucial in cases where evictions are protested, and where protests may lead to marches, or to media involvement.

The media in Bangkok give considerable coverage to slum issues and widely publicise some of the eviction struggles. The public has responded more



Fig. 5 The Klong Toey land sharing project

favourably to the plight of the people being evicted than to the appeal of landlords who can usually be seen to need the land for purposes of increasing their profits. The grievances of slum dwellers, concerned with losing their homes as well as

being pushed further away from their jobs, have gained in legitimacy, even though the legal grounds for their resistance to eviction remain very weak.

Increased public exposure to problems of the poor has helped foster the growth of slum-oriented organisations. The National Housing Authority embarked on a city-wide slum upgrading programme in 1977, surveying all the slums and creating community organisations in many of them. Individuals and officials of the Authority became accessible to slum leaders, and often acted on their behalf. The same period saw a very considerable rise in the number of non-government voluntary organisations focusing on slum clearance issues, with good connections to external sources of funding for slum-oriented projects. Together with volunteers from the NHA, they often provided the necessary technical assistance for exploring and preparing land sharing alternatives with the people.

Land sharing as a solution arrived at through compromise and negotiation is particularly appealing to the Thais. The open-endedness involved in the outcome, the possibility of gaining advantage and securing a better deal, and the emergence of an outcome satisfactory to all is built into the cultural and political history of the country. There is a strong orientation in Thai culture to avoid open conflict, to settle arguments peacefully, to appeal to higher authority when adversaries cannot reach agreement, and to secure solutions that are evolutionary in nature and do not fundamentally upset the status quo. This tendency to pacify and to deal gently with conflict works to the advantage of slum communities when they oppose the rich and powerful and call for a more humanitarian and civilised treatment by the authorities.

Vocal, although tempered, opposition has gradually increased during the last decade, with the emergence of a number of articulate and assertive indigenous leaders in slum communities. A number of them quite successfully challenged and embarrassed persons of higher status and authority, and proved quite effective in mobilising community support and in unifying the people behind well-articulated causes. Some of these leaders worked through several bouts of eviction threats, gaining experience and refining their strategies in the process. In the past few years, they appear to be meeting and learning from each other as well. Their stubborn insistence on a constructive alternative to eviction may have been the most important reason that land sharing agreements became possible.

Given these general conditions, the specifics of why land sharing was feasible in the five projects presented above must be addressed. Eleven hypotheses were formulated, each relating the feasibility of land sharing to a particular variable. Land sharing is increasingly viable:

1. The lower the development pressure;
2. The better the cooperation of the landlord;
3. The more legitimate is the occupation of the land by the slum dwellers;
4. The earlier the stage in the eviction process;
5. The stronger the community leadership;
6. The stronger the support from outside organisations;
7. The lower the existing residential density;
8. The smaller the existing size of houses;
9. The lower the value of existing houses;

10. The higher the ability to pay for housing; and
11. The better the access to sources of housing finance.

The values obtained for these eleven variables in the five slums where land sharing did occur are shown in Table 1.

In three of the five projects, development pressure was very strong. They are located very close to the city centre, where land values are exceptionally high. This, however, was not a deterring factor, as all three sites belonged to government agencies which were willing to forego some income from the whole site in order to secure quick and easy development of the prime land stipulated in the agreements. In the Wat Lad Bua Kaw project, the only one where land was privately owned, development pressure was average, making it possible to purchase part of the site for a realistic price.

In all five projects, landlord cooperation, not initially but eventually, was medium to very good. Landlords were willing to discuss compromise agreements and to meet with officials and members of voluntary organisations working with the people, although some landowners were reluctant to negotiate directly with the people themselves.

Except for Klong Toey, a squatter settlement, all other communities studied contained some members who had formal rental agreements and who have lived in the communities for extended periods. There were thus legitimate residents in the community who could and did appeal to landlords, as well as to the media and to the authorities, arguing that they had a moral right to remain in the community. Klong Toey is in a category of its own. Although it is totally illegal it has earned a 'tacit' form of publicly-supported legitimacy through protracted eviction struggles.

Initially, it was postulated that the earlier the stage in the eviction process, the more likely is a land sharing agreement to emerge. This is clearly not the case in the five projects studied, as some agreements were reached very early and some very late in the eviction process. Early agreements were reached while landlords did not yet firm their plans for the site, and were thus more amenable to negotiation. Late agreements, on the other hand, were reached after plans were made, often after eviction procedures helped polarise the community and its leadership, and firmed their resolve to win the struggle.

In the case of Manangkasila and Wat Lad Bua Kaw, progress in eviction and the payment of compensation to some families also led to a reduction of the overall number of families on the site, and thus to a simpler task of densification and reconstruction.

The most important variables distinguishing these five communities from other slum communities studied are the strength of community leadership and the support the community has been able to obtain from outside organisations including governmental agencies, the Royal Household, non-government voluntary organisations and the press. Community leaders were found to be strong-minded, hard-working and patient, able to withstand pressure through several years of continuous struggle, often facing dissension within the community, threats from gangsters, legal charges and setbacks in negotiations. They also excelled in representing the community in its dealings with support organisations, as well as with landlords and government agencies.

Table 1 Variables associated with the feasibility of land sharing in five Bangkok slums

	Rama IV	Manang- kasila	Wat Lad Bua Kaw	Sam Yod	Klong Toey	Average
1. Development pressure	-2 (v. high)	-2 (v. high)	0 (medium)	-2 (v. high)	-1 (high)	-1.4 (high)
2. Landlord cooperation	0 (medium)	+1 (good)	0 (medium)	+2 (v. good)	0 (medium)	+0.6 (good)
3. Legitimacy of land occupation	+1 (high)	0 (medium)	+1 (high)	+1 (high)	-1 (low)	+0.4 (medium)
4. Stage in the eviction process	-1 (late)	+1 (early)	-2 (v. late)	+2 (v. early)	-1 (late)	-0.7 (middle)
5. Community leadership	+1 (strong)	+2 (v. strong)	0 (medium)	+1 (strong)	+2 (v. strong)	+1.4 (strong)
6. Support from outside organisations	+1 (strong)	+1 (strong)	+2 (v. strong)	+1 (strong)	+2 (v. strong)	+1.4 (strong)
7. Existing density	0 (medium)	-1 (high)	+1 (low)	-1 (high)	0 (medium)	-0.2 (medium)
8. Existing size of houses	+1 (small)	+1 (small)	+1 (small)	+1 (small)	+1 (small)	+1 (small)
9. Value of existing houses	0 (medium)	0 (medium)	+1 (low)	0 (medium)	+1 (low)	+0.4 (medium)
10. Ability to pay for housing	-1 (low)	0 (medium)	-1 (low)	0 (medium)	-2 (v. low)	-0.8 (low)
11. Access to sources of housing finance	+1 (good)	+1 (good)	0 (medium)	0 (medium)	+1 (good)	+0.6 (good)

Hypothetically, land sharing schemes depend on a number of physical parameters as well. The higher the density in the slum, the larger the houses, and the more valuable the houses, the less likely is a land sharing scheme to work, since it requires considerable densification and reconstruction. In the five projects studied, however, densities ranged from low to high and this did not prevent land sharing. Most structures were indeed small and of low-to-medium value, either because the population was poor or because houses were rebuilt after fires destroyed the original structures. While existing high densities did not pose a barrier to land sharing, they did necessitate the adoption of expensive building forms—medium to high-rise concrete structures—and largely eliminated the possibilities of self-help and mutual-aid house construction. In the two communities where low densities were still possible in the redistribution of land, Wat Lad Bua Kaw and Klong Toey, self-help and self-financing of structures proved feasible.

The ability to pay for housing in all the communities was found to be low. Thus, sharing schemes were financially feasible only because of the low charges for land, infrastructure subsidies, good access to sources of long-term housing finance, and internal cross-subsidies within projects. All projects had access to sources of finance, either for land purchase, as in the case of Wat Lad Bua Kaw, or in the other cases for house construction.

In general, the more ambitious the reconstruction plan, the larger the need for internal cross-subsidies within the project. This is evident especially in Rama IV, where the developer is willing to build flats for all the residents, basically free of charge. While formal agreements were signed, plans finalised, and a date set to start construction there were serious suspicions that the actual amounts required to build 850 flats may be larger than expected, preventing the developer from implementing the agreement faithfully. The fate of the Samyod project, where the cost of structures proposed by the National Housing Authority has now escalated beyond the people's ability to pay, is still uncertain. In the three land sharing projects where densification did not necessitate structures higher than two storeys, financial requirements were considerably reduced, and implementation was accelerated.

These wide variations in the characteristics of the five areas studied suggest that land sharing can be applied to a wide range of slum communities. Given the experience in Bangkok to date, many other communities could successfully reach land tenure agreements provided they are properly organised and can withstand strong eviction pressure without giving up hope.

To understand better the future possibilities of land sharing in Bangkok or elsewhere, we must further examine the performance of land sharing projects in the city, the problems that have arisen in their implementation, and the prospects for new land sharing projects.

The Performance of Land Sharing Projects

In general terms, land sharing projects have eliminated the threat of eviction, and vastly improved land tenure conditions. From occupants without any land rights, residents have now become land title holders in the Wat Lad Bua Kaw project, 20—

25 year lease holders in three other projects, and one-year renewable lease holders in the Manangkasila project. Improved tenure conditions allowed people to stay within reach of their jobs and economic opportunities, and to remain together as a community. They have also provided an opportunity for people to rebuild their houses and to integrate their community into the overall urban fabric legitimately. In more specific terms, we can examine the changes in some quantitative indicators.

Land price indicators show that residents in land sharing projects pay, on average, only six per cent of the current market value of the land they occupy. Does this mean that landlords and developers sustained serious losses in agreeing to land sharing? The land at Rama IV was leased to the developer for a nominal fee by the Crown Property Bureau. The current value of the land remaining at the disposal of the developer after land sharing was \$16 million. The cost of construction of the flats for the residents was \$6.3 million, which was, in fact, almost the total cost to the developer of acquiring a long-term lease on the land. The developer thus obtained a prime commercial site for less than 40 per cent of its market value.

The situation is even more pronounced in Wat Lad Bua Kaw, where the value of the land remaining after land sharing was three times what the developer paid for the site; and in Manangkasila, where the actual amount paid by the developer amounts to only 13.2 per cent of the market value of the land remaining after land sharing. Considering that land sharing simplifies the clearing process and can save developers valuable time, there are reasons to believe that it can benefit developers as well as slum dwellers in future projects.

Residential densities in land sharing projects have more than doubled, reaching an average of 300 households per hectare. This necessitated, in two out of the five cases, multi-storey structures. It must be noted, however, that the highest residential density was found in the Manangkasila project, where the community leaders themselves participated actively in drawing up the site plan and determined that most families received 20-square-metre sites, to be developed without setbacks despite municipal building regulations.

All land-sharing projects which have been implemented largely ignored municipal regulations. They were supported in this action by the National Housing Authority and especially by the military, which insisted on quick execution of projects and the removal of bureaucratic snags. Adherence to municipal regulations in the future would limit land-sharing projects, particularly those with substantial components of self-help and self-financing. In the absence of subsidies and cross-subsidies, housing units meeting municipal standards are unlikely to be affordable by the residents of most of the slums in the city.

Land sharing led to improvements in housing quality in all projects studied. Floor area grew by more than 75 per cent on average, from 25 square metres per household to 45. The construction value of housing units almost tripled, averaging more than \$3000 in the five communities.

The actual market value of housing units rose by a much greater margin. Because land tenure is more secure, it includes the value of the land as well. If current land prices are taken into account in estimating the total worth of houses, an average of more than \$8000 must be added to the value of each house. This necessarily raises

the question of whether increased value is likely to lead to mass resale of the finished units to higher income groups. A survey in Manangkasila found that 59 per cent of the people had no intention of selling their houses, 18 per cent considered selling and 23 per cent have already sold their rights. Although average monthly housing payments were \$50 and formed 30 per cent of household income, economic hardship proved to be a major reason for sales in two-thirds of the cases. Other people who sold their rights cited conflicts with the leadership and dissatisfaction with the year-by-year lease arrangements as reasons for selling their houses. It is the attractiveness of the houses, the quality of construction and their central location that are creating an external demand and enticing people to sell for a lump-sum cash payment.

Such has not been the experience in the Wat Lad Bua Kaw community, where a 1985 survey showed that 93 per cent of the dwellers had no intention of selling their houses, seven per cent contemplated selling at some future date, and none have sold their house thus far. The reasons cited for not being willing to sell were their vicinity to job opportunities, their attachment to the area, their solidarity in the face of the long struggle, the lack of comparable housing alternatives elsewhere for an affordable price, and their unwillingness to be exploited by outsiders.

Capital investment requirements have, on the whole, blocked or postponed progress in land sharing projects. Where investments could be kept within manageable levels, it was much easier to bring projects into fruition. The more ambitious land sharing projects, Rama IV and Samyod, both of which have lag in implementation, required considerably more capital for house construction. In Samyod, for example, a loan from the Government Housing Bank could not be obtained because the bank offers long-term loans only with the mortgaging of a title deed. The land is to remain with the Crown Property Bureau and leased to the residents for twenty-five years. This lease arrangement does not qualify them for a housing loan from the bank, and essentially leaves the National Housing Authority as the only available source of long-term finance. The project is thus dependent on a bureaucratic decision of the NHA Board, a decision which has already been almost five years in the making.

In the Rama IV case, the developer is proceeding slowly with the plans to build apartments for the residents, waiting, in all probability, for a change in the political climate which will not necessitate such a large investment on its part, a capital investment which is much larger than all investments in the other projects taken together.⁸

The Future Prospects for Land Sharing

In Bangkok land sharing appears to be a constructive goal to struggle for most communities faced with eviction, once it becomes clear that retaining the entire site is unrealistic in the long run. Authorities can lend technical and possibly financial support to land sharing projects in the future, but communities will have to come forward with realistic plans. The advantage of land sharing in this context is in its ability to focus discussion on a physical plan, a technical document which becomes a legal and binding agreement. Such a physical goal can be easily

understood by the people involved, and can act as a unifying device, lending a degree of realism to a struggle which might otherwise seem desperate and abstract.

Technically, land sharing agreements pose a challenge to planners, calling for densification and reconstruction while meeting serious financial constraints, and possibly strict standards as well. In general, low-rise, high-density land sharing plans have been more successfully implemented and more strongly supported by the people themselves. Unfortunately none have been able to meet Bangkok codes, much to the dismay of municipal authorities. Future insistence on compliance with regulations may make land sharing alternatives less attractive to residents and more difficult to finance. The greater the insistence, the higher the cost of construction, and the greater the need for involving financial institutions.

Generally speaking, land sharing, even after densification, will be more successful if it follows common practices of sites and services projects, allocating sites for individual families to finance and build their own shelter by their own means. This ensures that the houses meet needs, keeps their cost low, and enables households to maximise the use of their own management and labour, as well as the resources of their extended families. Reconstruction requiring the use of contractors necessitates higher expenditures on housing by the families, and is less likely to meet their needs in terms of comfort and design.

Intermediate design solutions, such as the construction of 'shell' structures for the families to finish by themselves, as has been proposed in the Samyod project, reduce cost but increase resistance from technocrats concerned with the outward appearance of the structures. There is a need for more experimentation in this area to prove in real terms that unfinished structures do provide for creative opportunities by the people and that houses eventually become more attractive than structures designed by architects and built for minimal cost by public agencies. At the same time, more design inputs could be provided to self-builders; for example teaching them economical designs involving row-houses, as alternatives to more expensive free-standing units. There are also opportunities for encouraging cooperation among the residents in developing common designs using mutual aid.

Land sharing agreements often involve long-term leases of land, rather than outright ownership. Unfortunately, the system for financing housing in Bangkok is oriented toward titled land. To increase the possibility for land sharing, there is a need to examine carefully the financial regulations of the banks, as well as those of the National Housing Authority, and to suggest measures for securing long-term housing finance for leasehold properties. This would simplify the procedures for obtaining capital for land sharing projects. Concurrently, there is a serious need to examine the possibility for making long-term financing available for self-built housing, which for the time being, continues to be financed by the informal sector.

To conclude, while land sharing is likely to remain limited to a small number of slums which can successfully resist eviction, and while it is unlikely to become a matter of national policy, it does appear to hold promise in a large variety of circumstances. In fact, it appears to offer a veritable genre of possible solutions, rather than a solution restricted to a very narrow set of conditions. Its essence remains a negotiated compromise and a simple partition of land based on conditions mutually acceptable to landlords and slum dwellers involved in eviction

struggles. It is one of the many instruments that will have to be employed in future years to secure sufficient land for housing the poor—possibly the most serious housing issue for the years to come.

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8 It remains unclear why the developer did not agree to a simple partition of the land, followed by housing reconstruction by the residents themselves. Its promise to build flats was in all probability due to its desire to maintain control over the entire site, with the hope that eventually it could buy out the remaining families. Indeed, its agents continue to try to reduce the number of people occupying the site, while the community continues to add new members to its ranks.

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