

The Tenants of Emperor Haile Selassie I: An Examination of Landlord-Tenant Relationship

Wagaw Bogale (PhD)*

Abstract

Different scholars have examined Ethiopian tenancy from various angles. Previous studies on the subject consistently observe that the bulk of the southern peasants became tenants following the expansion of Ethiopian Empire State in the late nineteenth century and tenancy in the South was more common and more onerous than it was in the north. In addition, there was little reason to believe that the Imperial Ethiopian Government provided practical legal provisions to improve the conditions of tenants in Ethiopia. Nevertheless, the position of most scholars regarding the condition of tenants as very gloomy is very difficult to accept. A closer examination of the relationship that existed between the Bétä Rist, the management institution for the private property of Emperor Haile Selassie I, and the monarch's tenants appears to suggest otherwise. Examining the historical processes that gave rise to the reduction of many peasants to the status of tenants; its intensity when analysed from two crudely delimited geographical regions (north and south), and the prerequisites that were necessary to undertake any land reform policy in the country are, however, beyond the scope of this paper. This study focuses on how the Bétä Rist regulated landlord-tenant relationships in the post-Italian period. It examined the personal, refers to Emperor Haile Selassie I, and institutional concerns taken to protect their rights as a tenant, and improve their conditions in light of government initiatives made to improve the conditions of tenants by taking into account the following basic organizing concepts: types of tenants, forms of rentals, security of tenure, and tenancy agreements. The researcher approached the issue qualitatively. The study used archival materials culled from Welde Mesqel Tariku Memorial Research Centre of the Institute of Ethiopian Studies and from secondary literature.

Key Terms: Bétä Rist, Tenant, Landlord, Landlord-Tenant Relationship, Rent, Security of tenure, Tenancy Agreements

*Jigjiga Univerity, email: bogalewagaw09@gmail.com

1. Introduction

The social and economic formation that gave birth to the classes of lord and serf or tenant, two distinct classes, is feudalism. A British scholar by the name Maurice Dobb, cited in Negussay Ayele, defines feudalism as follows:

[Feudalism] will be virtually identical with what we generally mean by serfdom, an obligation laid on the producer by force and independently of his own volition to fulfill certain economic demands of an overlord, whether these demands take the form of services to be performed or of dues to be paid in money or in kind...of work or of gifts to the lord's larder. This coercive force may be that of military strength possessed by the feudal superior, or of custom backed by some kind of juridical procedure, or the force of law.¹

Under this system, the land tenure or land holding system, which varied both in time and space, gave rise to the socio-economic and political relationships and the productive force of the toiling serf or tenant, who was obliged to pay heavy dues of different kinds. The serf or tenant provided forced, extra, and unpaid labor services to his overlords.

2. Tenant: Some Definitions

Before we look into the discussion of what it means to be a serf or tenant in Ethiopia and in other countries, it is proper to give at least a general definition of the term. A serf is defined as “someone who lived and worked on land belonging to another person and who could not leave without that person's permission,” and a tenant as “someone who rents a flat, house, office, piece of land etc, from the person who owns it.”² Social and economic relationships of the above kinds were prevalent in Europe during the Middle Ages.

For Gäbrä Wäld Engda Wärq *Çisäñña* (tenant) is someone who can “vacate” any time: “ጠስ ማለት በኖሮ ማጠፋ ነው። ከዋናው ባለረስት እየተዋዋለ የሚቀመጥ የሚበዛውም የእርስትነት ሙብት የሌለው ስለሆነ ቤት ሰርቶ በሚያጫውጫ ይጠራል።”³

Smoke is something that disappears into the air. For most tenants owned no *rist* rights but settled in contractual agreement with the *balä-rist* proper, they are named after the smoke that came out of their house.

The above definition best describes the condition of the tenant of southern Ethiopia as “one that disappears in the form of smoke”, an indicator of the tenants' insecurity of tenure and at the same time their freedom of movement to other areas depending on impelling circumstances. It also shows that the peasants in southern Ethiopia “owned no *rist* rights”; a phrase that clearly spelt out what it means to be a tenant. Gäbrä Wäld identifies between three types of tenants. The first type is the one who bought land either from a *balabat* or *balä rist mälkäñña*. Depending on agreements, the tenant could have paid *mar* (honey), *çäw* (salt), or rendered labour services to the *balabat*, but had the right to sell or exchange the land. Secondly, if a tenant bought land from a *mälkäñña* under *madäria* arrangement, apart from paying the tribute as per the agreement, he would not face eviction from his land.

¹Negussay Ayele, “Is there Feudalism in Ethiopia?” “Conference on Ethiopian Feudalism,” (Addis Ababa, March 1976), p. 3.

²Macmillan English Dictionary for Advanced Learners, (Macmillan Publishers Ltd., 2007), pp. 1354, and 1541.

³Gäbrä Wäld Engda Wärq, *Yä Itiyopiya Märet Ina Gibir Sim [The Ethiopian Land and Taxation System]*, (Addis Ababa: Tinsa'ë Zä Guba'ë Printers, 1948 E.C.), pp. 35-36.

Nevertheless, with the arrival of a new *mālkāñña*, the tenant would face eviction, or would be obliged to buy the land from the new *mālkāñña* again. The third type is one who bought no land from a *balā rist*, but lived and cultivated the land on contractual basis. This type of tenant would face eviction.

In the same vein, Dästa Täklä Wäld, in his authoritative Ge'ez- Amharic dictionary, defines *çisāñña* or *jisāñña* (serf or tenant) as follows:

ጣህ የ ሚያ ጩክ ፤ ባለ ጩክ በሰው መሬት ላይ ቤት ሰርቶ የሚኖር ጩክ ለጊዜው ታይቶ በኋላ እንዲታጣ ጩክኛ ምመሬትን ለቆይኹልና በዚህ ስምተጠራ።⁴

One who smokes smoke, owner of a [house]; one who builds a house on someone else's land; and as smoke is seen for a time and vanishes after a while, a *çisāñña* or *jisāñña* is thus so named after, for he would vacate the land and go.

This directly pertains to the tenant of southern Ethiopia after the incorporation by Menilek towards the end of the 19th century. In another authoritative Ge'ez Amharic dictionary by Kidanä Wäld Kiflé, *gäbbar*, in fact not *çisāñña*, a generic name for a whole range of people who paid tax to the state, refers to;

ገበሬ ሰራተኛ በግድ የሚሰራ ጉልበቱን ገንዘቡን ለሹም የሚረፈስ ሹማምንት እንደወደዱ የሚያደርጉት ባለርስት ባሪያ።⁵

A farmer, a worker one who works by force, one who spills his money and labour for appointed officials whom they treat as they wish, a *rist* holder, a slave.

In this latter definition, we find some interesting terms that we would analyse at some length. When we look at the term *gäbbar*, it rather denotes the whole spectrum of society, including Haile Selassie, who paid *gibbir* (tax) to the government. The other important phrase is በግድ የሚሰራ (one who works by force); a pointer to the several extra, unpaid, and forced labour (*corvée* labour) services that the peasants or tenants rendered to their overlords. However, it did not involve geographical disparity though its nature and intensity varied from place to place. The phrase “ሹማምንት እንደወደዱ የሚያደርጉት,” (one whom officials treat as they wish) clearly demonstrates that apart from obeying and doing what his overlord wanted him to do, the *gäbbar* cannot decide on various matters that can directly affect his life. There is a marked difference between what it means to be a *gäbbar* and a slave. For example, *gäbbars* were only exploited whereas slaves were not only exploited they were also sold like objects. Unlike slaves, *gäbbars* had the freedom to move to other areas without necessarily seeking permission from their overlords; in some areas, *gäbbars* even owned land of their own as *rist*. This shows how oppressive and exploitative the system was to the *gäbbars*. Yet, the most significant term in the definition above is ባለርስት (*rist* holder), a term typically used to refer to the northern peasants. Besides, there was some form of tenancy in the north that resembled the one in southern Ethiopia. It represented the social and economic relationships between religious minorities and occupational castes as these groups of people held no land of their own. Therefore, we can view a tenant as a peasant who owned no land of his own; who was dispossessed due to different circumstances (territorial expansion, mechanized and partially

⁴Dästa Täklä Wäld, *Addis Yä Amariñña Mäzgäbä Qalat [New Amharic Dictionary]*, (Addis Ababa: Artistic Printers, 1962 E.C.), p. 624.

⁵Kidanä Wäld Kiflé, *Mäṣihafä Säwasäw Wä Gis Wä Mäzgäbä Qalat Hadis [New Ge'ez Dictionary]*, (Addis Ababa: Artistic Printers, 1948 E.C.), p. 297.

mechanized commercial farming); or destined not to possess land because he belonged to a religious minority or an occupational caste.

Keeping in mind the points, we made above, let us examine the fundamental similarities and differences that existed in landlord-tenant relationships in Europe and in Ethiopia. In Western Europe, the class of tenant is made up of free-holders (free tenant) and serfs. Like the *gäbbars* of northern Ethiopia, freeholders enjoyed certain economic privileges in that they enjoyed the free use of certain parts of the land for which they paid fixed rents to the lord. Nevertheless, unlike their European counterparts, the *gäbbars* of northern Ethiopia paid varied forms of feudal dues and services to the *balä-gult*, and not a fixed rent. Obviously, the situation in southern Ethiopia was more burdensome. The second social privilege that freeholders enjoyed is that like the tenants of southern Ethiopia, they could remain on the manor (farm or estate) or leave it if they saw it fit. The serfs on the other hand were neither slaves nor freemen. They were not slaves for the lord could not own them and thus could not sale them. Therefore, like the peasants or tenants of Ethiopia, they were attached to the soil rather than to the lord though they were expected to render multifarious free labour services to the lord. Unlike its Ethiopian counterpart, a serf in Western Europe could not deprive him of his right to live on the manor or estate or land. At the same time, he could not leave it without the consent of the lord. In northern Ethiopia, failure to fulfil feudal obligations and committing serious crimes against the state or the crown would result in eviction. Whereas in southern Ethiopia, the property owner could evict tenants as he wished. Moreover, a southern tenant, as we noted earlier, could leave the land any time without the prior permission of his overlord. While serfs in Western Europe could not appeal to the king's court, an Ethiopian tenant could appeal to courts established at all levels even if it was difficult for a tenant to have his cases considered easily even at *wäräda* and *awraja* level courts let alone at the king's court. In short, the Ethiopian *gäbbar* did not have all the restrictions imposed on the European serf and thus was a freeman, but tributary.⁶

The nature of Ethiopian tenancy has attracted the attention of different scholars. One commonality observed in the findings of previous studies is that tenancy was more common and onerous in the south than in the north; and that it was after the late 19th century expansion of the Ethiopian Empire State that the bulk of the southern peasant farmer was reduced to the status of tenancy.⁷ It must be emphasized that there was little reason to believe that the Imperial Ethiopian Government provided practical legal provisions to improve the conditions of tenants in Ethiopia.⁸

⁶For information on the European serf, refer to Carlton J. H. Hayes (Eds.), *World History*, (New York: The Macmillan Company, 1955), Third Revised Edition, pp. 300-310. "The Ethiopian *gabar* was not a serf; in the European sense of the term in that he owned land which he transmitted directly to his children. There was no law that prevented him from moving", Merid Walda Aregay, "Land Tenure and Agricultural Productivity, 1500-1850," Paper Presented on the Third Annual Seminar of the Department of History (Bahir Dar: April 17-22, 1985), p. 212. See also Aleme Eshete, "General Examination on Ethiopian Feudalism", "Conference on Ethiopian Feudalism" (Addis Ababa University: March 1976), pp. 4, 17, 19, 20-23.

⁷John H. Cohen, *Land and Peasants in Imperial Ethiopia: The Social Background to a Revolution* (the Netherlands, Van Gorcum and Comp., B. V. -Assen, 1975), p. 50. John Markakis and Nega Ayele, *Class and Revolution in Ethiopia*, (Nottingham: The Russell Press, 1978), pp. 23-27. See also Bizuwork Zewdie, "The Problem of Tenancy and Tenancy Bills with Particular Reference to Arsi" M.A. thesis, (Addis Ababa University, June, 1992), pp. 4-22.

⁸Regarding the different attempts made by the Imperial Ethiopian Government to improve the conditions of tenants by introducing tenancy bills targeted towards regulating landlord-tenant relationships that would secure

3. The *Bētā Rist* and post-Italian landlord-tenant relationships

The *Bētā Rist*'s regulation of landlord-tenant relationships in the post-Italian period could be understood by analyzing and examining the personal and institutional concerns that were taken to protect their rights as a tenant, and to improve their conditions in light of government initiatives made to improve the conditions of tenants by taking into account the following basic organizing concepts: types of tenants, forms of rentals, security of tenure, and tenancy agreements.

To begin with, almost all scholars who wrote on the topic agree on the utter exploitative nature of landlord-tenant relationships. But, such statement needs qualification when analyzed in light of how tenancy rights were handled by the property management institution of Emperor Haile Selassie. The tenants were either share or rent tenants. But, when we come to the second point, the picture is rather different. Most writers state that share-cropping was either *siso* (one third) or *ekul* (50/50). Tenants with *irbo* (one forth) *arash* arrangements were referred to rarely.⁹ However, empirical evidence reveals that tenants who gave a fourth of their produce cultivated some of the Emperor's lands in the provinces.¹⁰ Yet, this was not always true. In rare cases, whenever the amount of revenue collected from tenants decreased from the previous years, orders were given to overseers that tenants should be given an option between cultivating the lands of the Emperor on *Ikul* (half) sharecropping basis or eviction on failure to comply with the new order.¹¹

Tenants of the *Bētā Rist* were not supplied with inputs. Sometimes they were supplied with seed but they gave it back in the next harvest time.¹²

Over the issue of security of tenure, scholars contend that tenants were victims of sudden eviction as they were at the mercy of proprietors. An exception in this regard is Dessalegn who writes that there were no indiscriminate or recurrent evictions because such things, he goes on to argue, could cause dissatisfaction and social unrest. On how the property owners were capitalizing on eviction, Dessalegn wrote; "The threat of eviction, rather than the act itself, was the potent weapon in the hands of the landlords."¹³ Who were the agents of eviction and under what circumstances the tenants were threatened with eviction, we shall see by drawing heavily on archival information.

them from high rents, forced, extra and free labour services, threats and arbitrary eviction see Bizuwork, pp. 76-120.

⁹"In general rent was between one-third to one-half of the harvest..." Desalegn Rahmato, *Agrarian Reform in Ethiopia*, Scandinavian Institute of African Studies (Uppsala, 1984), p. 25. "The principal form of rent arrangement seems to be *siso arash*." Cohen, p. 53. "There were tenants who pay half of their produce." H.S. Mann, *Land Tenure in Choke (Shewa): A Pilot Study* (Addis Ababa, Haile Selassie I University in Association with Oxford University Press, 1965), p. 31.

¹⁰See for example I.E.S., W.M.T.M.R.C. Folder No., 59, ቀ . ቃ . ሥ ሴ . ረ . , File No., 25.

¹¹The order was given to Ato Gäbrä Mariam Šibiru, overseer of Sälalé *Bētā Rist* by the Managing Director, *Nägadras* (latter Bilatien Géta) Birhanä Selassé Abayire, I.E.S., W.M.T.M.R.C. Folder No., 19, ቀ . ቃ . ሥ ሴ . ረ . , File No., 48.

¹²A letter written on June 26, 1943, from the *Bētā Rist* to the overseer of Wälmära is informative of such understandings: It was addressed to Ato Kasa Mängistu, the overseer of Wälmära *Bētā Rist*. In response to the request of tenants, the Emperor ordered that 18 *daula* (a *daula* measuring on average one quintal) of seed (the kind of grain is not clearly specified) should be given to each of them which was to be returned in the coming year with no interest; I.E.S., W.M.T.M.R.C. Folder No., 88, ቀ . ቃ . ሥ ሴ . ረ . , File No., 32.

¹³Dessalegn Rahmato, *Agrarian Reform in Ethiopia*, (Scandinavian Institute of African Studies; Uppsala, 1984), p. 25.

Finally, although the initiatives that the Imperial Ethiopian Government took to improve landlord-tenant relationships bore no fruit,¹⁴ there were different practical measures that were taken both by the Emperor personally and institutionally by the management office that aimed to address the problems and grievances of tenants living and laboring on his lands.

3.1. Fundamental Questions Raised

In the process of examining the issue in question based on the above organizing concepts, we will attempt to address the following fundamental questions:

- Were tenants who were living on the lands of the Emperor voiceless in protecting their tenancy rights?
- How did the management office deal with, and react to, the several complaints and appeals of tenants who were subjected to abuse?
- Were there formal binding agreements and contracts entered into between the management office and tenants? If so, in what ways did such contracts and agreements help them to ensure security of tenure?
- How exploitative were sharecropping arrangements as compared with what previous studies have confirmed?
- What were the main agents of tenant ill-treatment and what were their features? What can be said about the relationships between such agents and the *Bétä Rist*?
- What was the attitude of peasants in being tenants of the *Bétä Rist*?
- What can we learn from the several personal (i.e., the Emperor in person) and institutional interventions made towards improving the conditions of tenants in light of government initiatives taken in this respect?

3.2. Types of Royal Tenants

Before we move to the discussion of the socio-economic and judicial relationships that existed between tenants and the management system, let us look briefly at the types, not to say kinds, of royal tenants. Though we see no clear line of distinction between them as a class, the royal tenants ranked in two types: urban and rural. For the discussion of urban tenancy, we will focus on those tenants who settled on the lands of the Emperor in Addis Ababa. The selection of Addis Ababa is not without reason. Because the Emperor owned huge amount of land in 24 neighbourhood, the bulk of royal tenants lived in Addis Ababa especially in the vicinities of the Gänätä Le'ul Palace (now Sidest Kilo compus), Gulälé and Gäfärssa, and Princes Şāhay Memorial Hospital (now the Army's Hospital).

We see no marked difference between the two as a class. Both were tenants in the sense that they held no land of their own. However, from the point of view of economic relations, tenants in the urban areas did not pay land rent like their counterparts in the rural areas. They rather paid an insignificant amount of house rent per month directly to the treasury of the Office. However, the tenants themselves might have built the houses on the lands of the Emperor. Most of the houses were wattle and daub and thatch roofed simple structures. Tenant ill-treatment such as heavy dues, threats of eviction, forced, extra, unpaid labour services which were evident in the rural areas by overseers backed by *awraja* and *wärāda* level administrators were more or less absent in urban areas. This is so largely because tenants

¹⁴J.S.D. Lawrence, *Tenancy Reform in Ethiopia* (F. A. O., Addis Ababa, 29th August, 1963), p. 1. See also Bizuwork Zewdie, "The Problem of Tenancy and Tenancy Bills with Particular Reference to Arssi," M.A. thesis (Addis Ababa University, June, 1992), pp. 76-120, and Cohen, p. 55.

could easily take their cases to the Head Office. Besides, the economic relationship was based simply on the collection of a negligible amount of house rent. The properties of the Emperor in Addis Ababa were clearly identified and the amount of money collected from each was fixed and was paid in cash, not in kind. Unlike in the rural areas, in urban areas the system was simple in that for every property, salaried guards were appointed.¹⁵ Before 1948, a person was assigned to collect house rent by travelling from place to place. After 1948, however, a formal system of house rent contract was introduced and a tenant paid the fixed amount at the treasury office per month as per the agreement. This brought about security of tenure. It was only when tenants failed to pay the fixed rent and when the Office wanted the houses for its own use that tenants were forced to vacate the house. When such measures were taken, lessees in general were given sufficient amount of time to arrange their future as per the rent agreement. However, it must be emphasized that, in the true sense of the term, not all people and institutions that rented the houses of the Emperor were tenants. The Emperor owned modern buildings and villas mostly rented out to institutions and companies as well as to foreign residents. Obviously, tenants could not afford the amount fixed for such houses. Rentals collected from tenants ranged from Eth. 2 to 10 birr per month. Overall, unlike rural tenants, urban tenants were more secured and well protected, enjoyed certain privileges, and were even granted land as *rist*. As a result, apart from being classified as a tenant, they did not suffer all the ill-treatments that were meted out to the rural tenant.

3.3. Socio-economic and judicial relationships

Now let us consider the socio-economic and judicial relationships that prevailed between the management office and tenants of all types by providing pertinent examples from among the appeal and complaint letters of tenants.

To the best of my investigation, as we shall see one by one, the *Bétä Rist* Office was too sensitive to the several complaints and appeals of the tenants. All too often, complaints arose because of mistreatments from *Šums* (overseers) and indeed against the interest of the Emperor and the Head Office. Whenever the tenants felt that, the overseers subjected them to maltreatment, and when *awraja* and *wäräda* level administrators rejected their appeals, they wrote letters both to the Emperor and to the Head Office at Addis Ababa. Reactions given from the Head Office were based on information gathered from three groups: tenants, overseers and provincial and *awraja* level administrators.

The following appeal letter written on July 23, 1944 to the Head Office by tenants who were living in Käffa *wäräda* is of particular importance in demonstrating the multifarious nature of the abuses that *Girazmač* Mihräté Tīrfé, the overseer at the time the appeal letter was written, subjected them to. The letter also demonstrates the swiftness of the response. The tenants accused Mihräté of receiving money under threats of eviction; collecting revenue without giving them official receipt for what they paid with the intention of using the revenue for himself which, according to them, he did; receiving money under the cover of maintaining the peace and security of the area; forcing them to provide him with food grains that were not cultivated in the area which the tenants paid him money in lieu of the food grains; and making tenants cover the costs of his living by force. On August 16, 1944, the Head Office wrote a letter to the governor of the *wäräda* stating that the actions of the overseer were criminal acts

¹⁵These guards were called in Amharic *bota ṭābaqiwoč* literally guards of a plot of land.

thus using an expression that showed its sincere interest in defending the rights and interests of tenants.¹⁶

People who were employed in the Head Office and overseers in the provinces were, in the most part, loyal to the tasks entrusted upon them. But, this was not always true as some proved to be disloyal particularly in the collection of revenue, settlement of accounts and handling of tenants. When the Head Office faced such kinds of problems, it tried to solve them with the collaboration of provincial and *awraja* level governors. Yet, the best check and balance force that helped the Head Office to ensure how much the overseers were loyal to discharge faithfully the tasks entrusted upon them were the several complaints and appeal letters of tenants addressed to it. The tenants were, therefore, very crucial parts of the property management system.¹⁷

The concern of the management system to the causes of tenants was also seen in connection with eviction. In a land lease contract made on September 8, 1949, the lessee was strictly prohibited from evicting tenants in the following way: ከመሬቱ ላይ ያሉ ጦሰኞች [ን] ለመትከልና ለመንቀል አይችሉም።¹⁸ The text, literally translated, could read: “They cannot uproot and replace tenants living on the land.”

Whether the tenants knew the presence of such proactive concerns on the part of the *Bétā Rist*, we do not know for sure. For practical purposes, however, it would have been better if they were informed of the presence of such concerns by giving them a copy of the lease contract.

The Emperor’s real sense of tenant interests also finds affirmation from tenants themselves. In 1951, the overseer of Raya and Azäbo *awraja* of the province of Tigray was *Agafari* Täsfay. In an appeal letter written on October 26, 1951 to the Secretary of the *awraja*, the overseer was accused of making threats of eviction. Part of the appeal letter highlights the Emperor’s generosity: “...ስለዚህ ግርማዊ ንጉሠ ነገሥታችን እንኳንስ ያንድ አገልጋያቸውን ርስት ሊወስዱ ከቸውንም አክለውይሰጣሉ።”¹⁹ The text, literally translated, could read: “Let alone taking the *rist* of his bond servant, His Majesty the king of kings would give additional [*rist*].” Here is another example that affirmed this matter more markedly. On July 21, 1951, the Head Office instructed the governor of Käffa *awraja* to the effect that ill-treatments of tenants who were living on the *ristä gult* of the Emperor by *wäräda* level administrators (an intervention which was none of their businesses) had to be stopped because eviction as a result of ill-treatments would mean total loss of revenue that was to be collected from tenants. A very telling part from the letter reads: “...በዚህ ምክንያት ጭሰኞች ሲበተኑ መሬቱ በጭራሽ ጠፍሆኖ ግብሩን የማይችል ስለመሆኑ...”²⁰ The text, literally translated, could read: “When the tenants would go away as a result of this [eviction], the land would again be uncultivated and [revenue from it] would be unable to cover even the tax...”

The *Bétā Rist* followed strictly formal channels and procedures in its dealings with both individuals and institutions. Contracts and agreements of different kinds; purchase and sale of

¹⁶I.E.S., W.M.T.M.R.C. Folder No., 59, ቀ. ቃ. ሥ. ቤ. ር. ር., File No., 25.

¹⁷For example, on Ṭir 14, 1957 E.C., *Ato* Täklä Mariam Dästa, overseer of the Maräqo *Bétā Rist*, was asked to personally appear at the Head Office to explain why he refused to give tenants official receipt for the rent (*irbo*) that they paid to the *Bétā Rist*; I.E.S., W.M.T.M.R.C. Folder No., 60, ቀ. ቃ. ሥ. ቤ. ር. ር., File No., 2.

¹⁸The lands so leased out for a period of two years were located in *Leq Maräfia* (2 *gašas*), and Goräbëlla (1 *gaša*) *qäbälés* of Ankobär *wäräda* of the province of Šäwa. For these 3 *gašas* of land the lessee undertook to pay 115 *daula* of barley, 25 *daula* of bean, and Eth. 343 birr per year. The contract has 11 articles. The protective statement is provided in article 7. I.E.S., W.M.T.M.R.C. Folder No., 22, ቀ. ቃ. ሥ. ቤ. ር. ር., File No., 12.

¹⁹I.E.S., W.M.T.M.R.C. Folder No., 0, ቀ. ቃ. ሥ. ቤ. ር. ር., File No., 2088.

²⁰I.E.S., W.M.T.M.R.C. Folder No., 59, ቀ. ቃ. ሥ. ቤ. ር. ር., File No., 32.

properties; financial and administrative systems were all written, dully signed and sealed; and were legally binding before the law. When it comes to tenancy, though it did not happen with the same degree of incidence as stated above, there existed a modest system of correspondence between the Head Office and *Bētā Rist* Offices established in the provinces with respect to lease contracts, assessment procedures, collection of *irbo*, eviction, and forced, extra, and unpaid labour services as well as security of tenure or holdings. Here are some examples.

On October 29, 1954, the Head Office issued written rules and regulations to the overseers of Sälalé *awraja* on how to undertake assessment of tax that was to be collected from tenants; collection of *irbo* and other dues; duties and responsibilities of overseers as well as tenants; and liabilities that would be imposed when overseers and tenants failed to conform to such rules and regulations. Accordingly, the following orders were given:

1. The land would be assessed depending on its extent that an individual tenant held against official receipt that was to be given at the time of assessment.
2. The assessment body was made up of two resident elders, the *Çiqasum*, and the overseer. When assigned to assess, they formally swore the following oath of trustworthiness: “በዚህም በምን ምትውሰብል ወዳጅ ዘመዴ ነው በማለት አላዳለም በዚህም ጉዳይ መታያ ጉቦ አልቀበልም ይህንን ባደርግ እግዚያብሔር በነፍስ በስጋዬ አይለመነኝ የህልዘር ይንሰኝ።” The text, literally translated, could read: “In weighing up this crop, I shall not be partial on reasons that [he/she] is my relative or my [friend], nor shall I receive bribe. If I do this, may God show no mercy to my soul or my flesh, and may He deprive me of my meal.
3. Overseers decided the date of the threshing of grains. In this very date, the tenant must first surrender the amount as per the assessment to the storekeeper and the secretary against official receipt before he transported his own share. On preparing receipt, the secretary must mention the reference number of the first assessment. If the amount is not as per the first assessment, the storekeeper should make the tenant pay the reminder in that very date by force. Failure to do so would make him liable to pay himself. The overseers had to follow up its implementation always.
4. The assessment committee should warn tenants of the risk of failure to pay revenue on time, which seldom resulted in eviction.
5. The timetable set to collect food grains was from Ṭiqimt (October) to Mägabıt (March) 30; revenue from vegetables and *yä hudad färé* from Miyazia (April) 1 to Miyazia (April) 30, and revenue from grass sale from Ginbot (May) 1 to Säné (June) 30. In addition, respective overseers were required to settle their accounts on Hamlé (July) 5 by appearing at the treasury office of the Head Office at Addis Ababa. Overseers and other officials who failed to discharge the tasks entrusted upon them according to the stipulated provisions would be dismissed from their position.²¹

In light of the unjust rules and regulations that the tenants undertook to comply with (such as grain assessment on the harvest side, fixing the date of the thrashing by *Bētā Rist* officials, and transporting shares of the *Bētā Rist* to grain stores and then loading the grain on vehicles that transported it to Addis Ababa, tenants were not, in deed, forced to transport the grain despite the *awraja*’s proximity to Addis Ababa), proactive measures of the above kinds were on the whole advantageous both for the Head office and for the tenants. Given the high level of religiosity, taking oath in the name of God counted much in mitigating the kinds of

²¹ I.E.S., W.M.T.M.R.C. Folder No., 19, ቀ . ኃ . ሥ . ቤ . ር . , File No., 48.

grievances meted out to tenants. Again, the financial system was strict to protect tenants from arbitrary exploitation. Besides, the tenants were told the causes of eviction in advance and thus instances of arbitrary eviction were prohibited. For the management office, such formal systems would bring standardization that would increase the amount of revenue collected from each tenant. The financial system would also narrow the chance of embezzlement by overseers and other officials. Making tenants know the duties and responsibilities that they must conform to in advance would also mitigate problems that would arise from gaps that were created in the regulation of landlord-tenant relationships. This in turn would improve relationships between the Head Office and tenants.

Firsthand evidence shows that tenants themselves undertook, on their own free will, to strictly follow rules and regulations of the above kinds. For example, 40 tenants who were living on the *rista-gults* of the Emperor located in Qäwisa, Woino, Gorobasa, Dolé, and Hoçoçä *qäbälés* of Sälalé *awraja* that measured 4 *gašas*; and 30 tenants who were living in Haro *qäbälé* of this same *awraja* agreed to adhere to rules and regulations regarding the collection and transportation of revenues and the resultant liabilities that would arise from failure to discharge faithfully the terms of agreements with their finger prints.²²

As stated above, most tenant ill-treatments were perpetuated by the overseers. On July 24, 1956, for example, the tenants of Kaša in Gawota *wäräda* of the province of Käffa wrote a letter of complaint to the Head Office against Tadälä Qoričo, the overseer. The letter conveys twelve grievances of which forced labour is mentioned about six times. The remaining lists speak on heavy tolls, extra payments, mistreatment and threats of eviction. The different ways by which the tenants were maltreated and its agency; the determination of tenants to voice their grievances; the sensitivity that the Head Office exhibited in dealing with the problems of tenants; and the kind of coordinated efforts made between the Head Office and *awraja* level governors in considering the appeals of tenants is highly informative. So as to illuminate on the extent to which the tenants were maltreated, we present the appeal letters of tenants, and the reactions given from the *awraja* and from the Head Office one after the other. First, the complaints of tenants are in order.

1. From 1954 to 1956, they were forced to clear a large amount of forestland to be utilized both by the *Bétä Rist* and by that of the *awraja* governor; and were forced to pick coffee seeds to the *Bétä Rist*.
2. In 1956, in addition to *irbo* and *asrat* (tithe), they paid 51 *daula* and 8 *quna* (perhaps coffee) by force. Besides, he imprisoned them for 15 days in his house for they failed to pay *irbo* for the year 1956 on reason of bad harvest season after which they were forced to sell their oxen. They purchased 20 *daula* of coffee from Géra, and paid *irbo*.
3. They were forced to pave a driveway.
4. In 1956, he dismissed the indigenous *Çiqašum* and became a tyrant.
5. When a certain man was found dead adjacent to Kaša *Bétä Rist*, and a police force of the *awraja* came to the area looking for the suspect, they were forced to pay Eth. 300 birr on the ground that unless this is given to the police they would be subjected to *Afärsata* (traditional way of detecting an offender). However, they asserted, Tadälä took the money for himself.
6. He ordered them to put *Qäfo* (locally made beehive) on a tree and they did. Unfortunately, however, they found no honey in it. While this was the reality, Tadälä forced them to pay

²²I.E.S., W.M.T.M.R.C. Folder No., 327, ቀ . ጊ . ሥ . ቤ . ር . , File No., 46.

- 10 *daula* of honey, which they transported from as far as Jimma. Besides, he made them pay him Eth. 150 birr as pocket money.
7. During the administration of justice, he was seen armed with pistol and that the button of the pistol case was let loose; and during the hearings of cases, he spoke to them with threatening words.
 8. He made them guard his homestead for three years during which they suffered a lot from the burning sun in daytime and from the cold at night for which they were paid no wages.
 9. As a proof of his maltreatments, they emphasized, 55 tenants left the area to resettle elsewhere, and many more were ready to leave. In addition to the above major complaints, the tenants underscored that the amount that he gave to the treasury of the Head Office was only half of the income that he collected from them by force.

They stated that, they had taken their grievances to *Fitawraré* Wärqalāmahu Faris, governor of Käffa *awraja*. However, Wärqalāmahu threatened them with flogging, and tore to pieces their letter. Having lost all hope of getting justice in their own province, therefore, they brought their complaints to the Head Office at Addis Ababa. As a demonstration of their firm stand over this matter, the tenants notified the Head Office that they would provide strong evidence, and, if need be, they could supply witnesses if the overseer denied the charges. Finally, they asked the Head Office for the dismissal and replacement of the overseer with someone who would genuinely manage the property of the monarch and protect their rights.

In a response letter written on August 1, 1956, by Tadälä Qoričo to the Head Office, we learn that he was appointed overseer to Kaša in 1952. Since then, he insisted, the revenue collected from this area increased and, therefore, completely denied the accusation of the tenants. According to him, the cause of their charge was neither forced labour nor extra payment or other forms of ill-treatments as indicated in the complaint letter but the following: “አንድ ሰው በድብቅ ይጠቀም የነበረው ሃብቱ ሲገለጥበት የሚያስተዳድረውን የበላይን መክሰስና መወንጀል አይነተኛ ስራው መሆኑ በግልጽ የታወቀ ነው።” The text, literally translated, could read: “It is the main task of a person to accuse and charge his boss when his secret dealings are exposed.”

However, the overseer did not deny the fact that he was accused of ill-treatments of tenants of exactly the above kind in the *awraja* court after which the matter was referred to the *wäräda* court for investigation. There, he defended his position on the ground that he should not be accused of the same case at two different courts simultaneously before the settlement of the matter in the *awraja* court. He further defended that while there were 1, 500 tenants living in the *rist-gult* of Haile Selassie at Kaša, he was accused only by three tenants who could not represent the rest of the tenant community. Thus, he challenged, it should be after all the tenants officially appointed these three people as their representative that he should be asked to defend his case.

According to a letter written on September 6, 1956 by three tenants who claimed to be representatives of the 1, 500 tenants, they were disappointed at the release of Tadälä Qoričo. They insisted that he must be asked face to face in the presence of the tenants at the Head Office. In this connection, the three people expressed their agreement on the decision of the Head Office, which highlights the cases of the tenants to be investigated by the *awraja* court. Nevertheless, they expressed their fears on an ever-brutal handling from Tadälä back home.

On October 11, 1956, the appeal of the tenants was investigated by a Committee of four as per the order previously given from the Head Office in the presence of the two parties. The

governor of Käffa awraja, Qāññazmač Asfaw Abäjä, chaired the meeting. The letter of the accusers and the response of the accused were read, and the following suggestions were made and sent to the Head Office.

1. As for the cattle and money that the overseer allegedly took, the act was defined as a criminal act and decision was reached to the effect that the tenants could sue the overseer in the court.
2. The Committee rejected the tenants' idea of paying coffee for the year 1956 in accordance with the assessment of the previous year for revenue collected from a given land would vary from one year to another. Thus, they suggested that an Assessment Committee composed of four elders in the adjacent area and four elders from among the tenants be formed and assess the coffee on the spot (before the coffee was picked) in the presence of the overseer and the vice governor of the *wäräda* so that tenants would pay the fixed amount. At the same time, they rejected the position of the overseer of taking all the coffee picked from *Wof Araš* (forest coffee). The Committee underscored that while it was undeniable that there was *Wof Araš* (forest coffee) coffee in the forest, the coffee trees would have never given great number of seeds if the tenants with much labour had not cleared the forest. Therefore, evicting the tenants and blaming them for taking such cases to the *awraja* court was perceived to be unfair and amounted to saying let them live grieved in this respect as before. Had the overseer taken very seriously the tasks assigned to him, the Committee suggested, he would have developed the several lands covered with forest in this area leasing it out to interested people. Thus, they suggested that the Assessment Committee indicated above should assess the coffee and the tenants would take their share accordingly.
3. As regards forced labour and the resultant attempt of eviction for having failed to render labour, they suggested that the tenants should not be forced to give forced labour except the *asrat* and *irbo* as per the assessment by seven elders, which was the tradition before the appointment of Tadälä Qoričo. Besides, they discovered the existence of an agreement made between the tenants and the overseer to the effect that the tenants would render labour in lieu of *irbo*, a position held by the overseer as false for he failed to provide a written agreement of such kind, a situation that the tenants disproved, too. This was decided to protect tenants from being evicted arbitrarily by the overseer.
4. As for payment of honey, the Committee decided that tenants would pay according to previous agreement that they entered into with the overseer.
5. Regarding the keeping of the cattle of the Emperor, the tenants did not resent it as these cattle were given to develop the area. However, forcing them to look after the cattle of the overseer in the name of the Emperor was found to be unfair, something that should be avoided in the future.
6. Regarding the Eth. 200 birr that the overseer received from the tenants under the pretext of transporting honey to Addis Ababa while he received the same amount of money from the treasury of the Head Office for the same purpose, the Committee referred the matter to the Head Office for confirmation.
7. Finally, the Committee recommended that the Head Office should issue rules that would help regulate the relationship between the tenants and the overseer.

On October 18, 1956, the governor of Käffa *awraja* sent a letter to the Head Office which conveyed these recommendations. On November 7, 1956, a committee of three people (from among the workers of the Head Office) was formed to see the recommendation. It endorsed all the suggestions, and embarrassed the overseer by making it clear that he had received the

amount indicated in number 6 above under the same expenditure title, money that he also received from tenants. He was reprimanded and threatened with dismissal if he repeated the same kind of fraudulent actions and ill-treatments. Sad to say, the overseer was not made to reimburse the tenants but was ordered to reimburse the treasury of the Head Office.²³

From the above account we see that the intervention of the Office to handle and regulate problems pertaining to landlord-tenant relationships is calculated, timely, and protective rather than condemnatory as far as the interest of the tenants was concerned. Protection was not, however, automatic. Eviction caused by ill-treatment would result in low revenue for the already liberated coffee would be covered with weed and forest again. Thus, it would be too advantageous to rebuke, embarrass, and if necessary dismiss one overseer than missing the entire tenant community without whose labour the Office would lose significant amount of money.

It is remarkable that the voices of the peasants were heard and a decision was given in their favour, for scholars rather described the era over the last decades as being insensitive to the plights of tenants. In this particular situation, the Office protected and saved the tenants from the injustices and ill-treatments of the overseer and from the corrupt *wäräda* and *awraja* officials. But, it is worthy of note that, had it not been for the much acclaimed readiness of the Emperor to listen to grievances which the tenants might have heard from the general populace, they would not have taken their grievances as far as the Head office sustaining all the stresses of what it meant to be spending a day in Addis Ababa even for rich men let alone for poor tenants coming from remote areas. In this they were not mistaken. Finally, they attained their objectives.

Therefore, as we can understand from the several appeal letters of tenants most, if not all, the problems pertaining to landlord-tenant relationships were caused by *Šums* (overseers), and not by the management office. A captivating case of tenant ill-treatment that specifically led to the dismissal from responsibility and an eviction took place in Sälalé *awraja* of the province of Šäwa. According to a response letter to tenant complaint written on March 12, 1958 by the Head Office to *Ato* Hailä Gäbriel Zärgaw, *Šum* for Sälalé *awraja*, we learn that a tenant accused the *Šum* of arbitrary dismissal and threat of eviction. The positive response of the Head Office to the said complaint is very interesting:

... ስለዚህ ሰራተኛ የሆነውን ሰው ጥፋት ሲገኝበት በኮሚሽኑ ታይቶ የተሰጠው ውሳኔ ለኛ ከደረሰ በላይ አስፈላጊው ይፈጸም ነበር እንጂ በራስዎ ስልጣን ለመሸር ለመሾም አይችሉም። ሁለተኛ ሰራተኛውን ለመባደል ያረሰውን ቅብቅብ መንቀል ተገቢ ባለመሆኑ አመልካቹ በስራው ላይ ተመልሶ እንዲሰራ አድርገው ቀለቡን ከቀረበት ወር ጀምሮ እንዲያገኝ ማሳወም እንዲመለስለት እያሳሰብን በራስዎ ፈቃድ ለሰሩት ጎተራ ጠባቂ ቀለብ የማይታሰብለት መሆኑን በጥብቅ እናስታውቃለን።²⁴

Therefore, whenever a worker is found to be guilty of any wrongdoing, a committee must have considered the matter and decision passed must have reached to us after which the necessary measure must have taken. Apart from this, you have no authority to appoint and dismiss by your own. Secondly, for it

²³I.E.S., W.M.T.M.R.C. Folder No., 59, ቀ . ኃ . ሥ . ቤ . ር . , File No., 26.

²⁴The complainant was *Gotära Ṭäbaqé* (Keeper of Grain Store) of Dägām Gändä Siyu *Bétā Rist*, Sälalé, I.E.S., W.M.T.M.R.C. Folder No., 251, ቀ . ኃ . ሥ . ቤ . ር . , File No., 18.

is improper to evict the worker from his land which he already tilled, with the intention of grieving him, we strongly remind you that we will not consider qäläb [salary] for the one whom you made to keep Gotära [Grain Store] and the following: reinstate the applicant to his previous work; let him get his qäläb [salary] since the month his qäläb was suspended, and let his land be given to him back.

To prevent potential risks of claiming an area by tenants as their *rist*, and to avoid arbitrary eviction, formal written agreements were entered into between the Head Office and the people who were living on the *rist* lands of the Emperor. In 1958, for example, 22 people entered into an agreement with the Office to live on the land of the Emperor located near Princess Şähay Memorial Hospital as tenants. A representative of the 22 contracts reads:

ሚያዚያ 9 ቀን 1950 ዓ. ም. እኔ ለራሳችን ብርከት ከቤተ ርስት ጽ/ቤት ቀርቦ የሚከተለውን ውል ተዋውያለሁ። ፪ኛ የቤተ ርስት ከወይዘሮ አሰገደች ከበደ ከተረከበው መሬት በታላይ ቤት ሰርቶ ስለምኖር በዚሁ የቤተ ርስት በሆነው በታላይ ቤት ርስት በሚያስተዳድረኝ አይነት በጣሰኝነት ከሙዳደር በስተቀር ርስቴ ነው በማለት በርስትነት የምከራከረው ነገር የለም በታው የቤተ ርስት መሆኑን አምኝ ልቀቅም በሉኝ ጊዜ ከመልቀቅ በስተቀር ርስቴ ነው በማለት የማልከራከር መሆኔን ወድጀ ይህ ፊርማ በህግ ፊት የበቃ ማስረጃ እንዲሆን ወድጀ መፈረሜን አረጋግጣለሁ። በዚሁም ዋሴ አቶ መርጋ ወልደዬስ ነው። እኔም መርጋ ወልደዬስ ከዚህ በላይ እንደተጻፈው ቃል ለአቶ ለራሳችን ብርከት ዋስ መሆኔን በፊርማ አረጋግጣለሁ።²⁵

I, Lärägo Birkuto, undertook in 1958 the following contract by appearing at the Bétä Rist Office. Secondly, for I am living on the land that the Bétä Rist Office received from Wäizäro Asägädäč Käbädä and built a house there, apart from being administered as a tenant, I shall not litigate by claiming the land as my rist; and that I believe the land is that of the Bétä Rist and I undertake to vacate the land when asked to do so. For this, I confirm and put my signature unforced to be valid and sufficient evidence before the law. I also confirm with my signature that my surety is Ato Märga Wäldäyäs. I, Märga Wäldäyäs, confirm with my signature to be surety to Lärägo Birkuto according to the words written above. Finger prints of the tenant and the surety.

When viewed from the advantages of tenants, an agreement of such kind is self-defeating, as the agreement did not guarantee security of tenure. Thus, they were unable to complain eviction as a problem. However, for the *Bétä Rist* Office, the signing of contracts of the above kinds with the tenants would help to avoid the risk of being accused of arbitrary eviction.

The possible risk of eviction and the protection of the rights and interests of tenants were compromised in a number of instances. For example, on November 25, 1958 the *Bétä Rist* Office of Säälälé and Märhä Bété sent out a circular ordering overseers appointed to the different parts of the *awraja* to collect Eth. 50 cents from each tenant who put *Qäfo* (traditional bee-hive) on a tree with the intention of producing honey. They were also ordered to collect by force Eth. 1 birr from tenants who refused to pay the first estimate, which the tenants complained it harsh. The reaction of the Head Office to the complaints of tenants was very mild in that it was not intended to evict the tenants as such measures would result in

²⁵I.E.S., W.M.T.M.R.C. Folder No., 112, ቀ. ጋ. ሥ. ቤ. ር. ር., File No., 11.

forcing them to move to other areas which amounted to a complete loss of the revenue that was to be collected from the area. Such win-win game that the Office was playing is better represented in the following document:

ስለዚህ ከጣሰኞች በቀጽ 50 ሳንቲም እንዲከፍሉ የሁዳድ ፈረም በቆለም መሬት ሶስት ሶስት ብር እንዲከፍሉ ሲያደርጉ ምናልባት ድሃው ጥቅሙን አይገኝም ሆኖ መክፈል ሲያቅተው መሬቱን እየለቀቀ እንዳይሄድና ጠፍ እንዳይሆን ሁኔታው ተጠንቶ ኃሳብዎን እንዲገልጹልን አስታውቃለሁ።”²⁶

Therefore, let it be known to you that when you made each tenant pay Eth. 50 cents per qāfo; Eth. 3 birr yā hudad fāri,²⁷ and Eth. 3 birr for qola (semi-desert) lands; and if in case the revenue of the poor may be meagre, they may not be able to pay all this. Thus, let the matter be studied and let you explain to us your opinion, for if they vacate, the land will remain uncultivated.

Whenever overseers that were appointed in the provinces commit different kinds of administrative problems, the Office responded appropriately. One problem that impelled the Office to take corrective measure is the unsympathetic handlings of tenants. In a letter written on January 29, 1960, from the Head Office to *Girazmač* Gäsässä Mängäša, overseer of Illubabur, the latter was reprimanded, and his salary suspended for having failed to obey orders coming from his superiors; for financial fraud, and for having forced tenants to render unpaid extra labour. As clearly stated in the letter, while the *Šum* received Eth. 2, 000 birr from the Office that was to be paid to tenants who developed the land, he forced them to clear the forest free.²⁸

On several instances, as mentioned above, the management office strictly and repeatedly prohibited eviction of tenants with no valid reasons. In addition, so long as tenants paid *irbo* and the price of the grass, they were not evicted arbitrarily even if overseers sought to do so with the intention of giving the land to other people. For example, a letter written on April 16, 1960 from the Head Office to the overseer of Sälalé explains this very clearly: “በቤተርስት መሬት ላይ ያለ ጣሰኛ ርቦውንና የሳሩን ዋጋ ከከፈለ በምን ምክኒያት እንዲነቀሉ እንወቅ ካልሆነ ግን በመሬቱ ላይ ያለ ጣሰኛ እያለ ከውጭ ለመጣ ጣሰኛ መስጠት አግባብ ስላልሆነ እንዳይነኩ።”²⁹ The text, literally translated, could read: “Let us know why tenants settled on the land of the *Bétä Rist* are evicted if they paid *Irbo* and the price of the grass. Otherwise while there are tenants on the land, it is illegal to give the land to tenants coming from outside. Thus, do not touch them.”

As can be seen in the response letter, the Head office was forced to write the above order at least for three reasons; for reminding overseers to follow procedures of decision making; to prohibit them from making decisions beyond their authority, and to prohibit tenant ill-treatment expressed in this situation in the form of arbitrary eviction and dismissal thus its sensitivity and concern to the rights of tenants.

Relation between the Head Office and tenants were not always amicable, however. In the most part, tenants tried to assert their tenancy rights through writing complaint and appeal letters from which, as mentioned earlier, they received positive responses. Rarely, however, did they stage rebellions. They usually protested by refusing to pay *irbo* to overseers

²⁶I.E.S., W.M.T.M.R.C. Folder No., 327, ቀ. ኃ. ሥ. ቤ. ር. ., File No., 48.

²⁷This was the amount of money fixed by an assessment committee that tenants pay in lieu of rent when the land became uncultivated for being arid and when the area is discovered to be hotbed of malaria.

²⁸I.E.S., W.M.T.M.R.C. Folder No., 251, ቀ. ኃ. ሥ. ቤ. ር. ., File No., 13.

²⁹I.E.S., W.M.T.M.R.C. Folder No., 22, ቀ. ኃ. ሥ. ቤ. ር. ., File No., 19.

appointed in the provinces. We have the following instance of tenant rebellion in the province of Wälläga. In 1956, the tenants of Anfilo Dulé were against the overseer appointed to that area and refused to give him of 38 *quinṭar* (one *Kubaya*, a unit of measurement that roughly measures half a kilogram, on average measures 6 *quinṭar*) coffee which was transferred to the next financial year as arrears.³⁰

Sometimes tenant protests were fuelled by disgruntled local *balabats*. In a letter written on September 16, 1960 from the Head Office to the governor of Ṭiyo *wäräda* located in the province of Arsi, we learn that tenants in Čäka refused to pay *irbo* to *Ato* Tadäsä Wändimu, the overseer of the area. The reason was land measurement. Sometime before the rebellion, the land located in the *balabatnät* of *Balambaras* Hamda Buta was measured after which the *Bétä Rist* Office took 141 *gašas* of extra land from Hamda Buta. When the overseer went to Moyä, the centre of Ṭiyo *wäräda*, and its surroundings to collect dues from tenants, the relatives of Hamda refused to pay *irbo* and enticed other tenants to rise against the overseer. On his way back to Moyä, with the intention of appealing the matter to the *wäräda*, Tadäsä was ambushed by Hamda's sons; he narrowly saved his life.³¹

Most of the time, as noted before, decisions made by the Head Office to the several complaints of tenants was positive. Nevertheless, not all the appeals and complaints of tenants received positive response from the Head Office or from the Emperor. On September 10, 1968, for example, 40 tenants who were living on the land of the Emperor located near Princess Šahay Memorial Hospital wrote a heartbreaking appeal letter to the Emperor. From the appeal letter, we can understand that they were the tenants of *Ras* Täsäma Nadäw who were transferred to his son and granddaughter *Däjazmač* Käbädä Täsäma and *Wäizaro* Asägädäč Käbädä respectively. The latter sold the land to the Emperor around 1950. The tenants claimed that in the times of the above three property owners, they faced no problem and their property was estimated to be above Eth. 250, 000 birr. The tenants now complained that *Nägadras* Birhanä Silasse Abayiré threatened to evict them. He despised them because they were poor who could not afford the amount fixed to the land. Despite the fact that they asked to buy the land first, he decided to sell to other people. However, in a response letter written on November 22, 1968, their appeal was rejected as the said land was already given in 1963 to the Imperial Savings and Housing Ownership Corporation as per a prior order given from the Ministry of the Pen. These people were also identified as people whom the *Bétä Rist* did not settle as tenants.³² In this same area, however, other tenants were allowed to use their right of pre-emption (right of purchasing before others) against full settlement of the price fixed; and so they got the transfer of the land as their *rist*.³³ However, failure to use such kinds of rights would result in eviction as the land was to be sold out to interested individuals who could pay the fixed amount. To those tenants who agreed to buy the land, the Office set time line for the payment by instalment. Sometimes, unable to pay the fixed price, the tenants were

³⁰ I.E.S., W.M.T.M.R.C. Folder No., 3, ቀ . ቃ . ሥ . ቤ . ር . , File No., 15.

³¹ I.E.S., W.M.T.M.R.C. Folder No., 315, ቀ . ቃ . ሥ . ቤ . ር . , File No., 20.

³² The *Bétä Rist* Office claimed that the number of tenants who were permitted to live on the Emperor's lands were only 5. Others settled without its knowledge and permission something that the complainants themselves affirmed thus rejection of their rights of pre-emption correct; I.E.S., W.M.T.M.R.C. Folder No., 112, ቀ . ቃ . ሥ . ቤ . ር . , File Nos., 11; Folder No. 11, File No. 35.

³³ Tenants whose right of pre-emption was respected numbered 16. They were allowed to buy 4, 130 square meters of land; each square meter at Eth. 5 birr; I.E.S., W.M.T.M.R.C. Folder No., 112, ቀ . ቃ . ሥ . ቤ . ር . , File No., 11.

allowed to sell the land to third parties at a relatively higher price than the amount fixed by the Office.³⁴ This was an advantage for the tenants.

From the above two accounts we can glean at least two important points. First and most important is that the tenants were not evicted arbitrarily unless the land was used otherwise. Thus, tenant appeals in the first case are inappropriate. Secondly, tenants were given priority when lands were decided to be sold if they agreed to settle the price fixed for the land as clearly reflected in the second case. The tenants also enjoyed double privilege as they were given priority to buy the land and if they could not afford it, they were given a second chance to sell the land to interested people the price of which was, in most instances, higher than that fixed by the Head Office. Thus, rejection of their appeals and complaints and the concomitant eviction was not a question of economic status as tenants in the first case maintained to be so, but it was a result of failure to use opportunities of the kinds we mentioned above. It is also interesting to observe that pre-capitalist notions of tenancy still had a powerful hold on people's mind. Otherwise, the land being the personal possession of the property owner, there was no reason why they should have challenged him.

Sometimes, imperial orders were given in furtherance of security of tenure. On October 20, 1961, for example, a special order was passed from the Emperor, announced through the Ministry of the Pen, to the effect that all people who settled in the vicinity of the Gänätä Le'ul Palace in tenancy or in any other arrangement were entitled to transfer the land into their full possession- i.e., as *rist* holding.³⁵

Tenants in rural areas did not accept land lease agreements. For example, on April 13, 1969, one *gaša* of *Sämon* land located at Arädim Urubé *qäbälé* of Guba Qorča *wäräda* of Čärčär *awraja* in the province of Harärgé was leased out to a certain Ibro Musa at Eth. 500 birr for a period of four years. The Emperor inherited this land from *Wäizäro* Tisämé Abayirga. In this land, there were about 20 tenants who were paying *irbo* to the Emperor. Ten days after this land lease contract was concluded, the tenants wrote an appeal letter to the Head Office. According to this letter, though ordered to handle the tenants properly, he is reported to have forced them to pay a huge amount of money in addition to the *irbo* that was to be paid by other tenants. As a result, they demanded his removal and the land be again leased out to a certain Zäwdé Kidanäwäld whom they believed to be a protector of their rights and interests. They also noted that if Ibro continued as their master, they would move to Daro Labo *qäbälé*.³⁶ Unfortunately, we have no information about the kind of decision that the Head Office made to alleviate the problems of tenants in this particular case.

We have also a similar account of tenant ill-treatment by overseers in the province of Illubabur. From an appeal letter dated October 10, 1973, we can learn that the tenants of Gabé Kombäl, an area located in Bäčo *wäräda* of Goré *awraja*, accused the Record Officer of Mātu of heavy taxation, and threat of eviction. The Office leased out the land, which formerly was tilled by the tenants, to the record keeper in the office after which they were asked to pay four fold the amount that they used to pay to the Office. On having failed to pay the said amount, the tenants were threatened with prohibition of all the surviving privileges that they enjoyed before the lease was enacted- grazing their cattle, collection of fire wood, and at worst with

³⁴*Ibid.* See also File No. 10 in this folder.

³⁵I.E.S., W.M.T.M.R.C. Folder No., 181, ቀ . ቃ . ሥ . ቤ . ር . , File No., 22. See also Folder No. 340, File No., 23, and Folder No. 85, File No. 1. Regarding application letters referring this special order refer to I.E.S., W.M.T.M.R.C. Folder No., 112, ቀ . ቃ . ሥ . ቤ . ር . , File No., 17; also in Folder No. 84, File No., 18.

³⁶I.E.S., W.M.T.M.R.C. Folder No., 340, ቀ . ቃ . ሥ . ቤ . ር . , File No., 46.

eviction. Unable to bear such heavy burdens, the tenants travelled all the way to Addis Ababa to present their grievances to the Head Office.³⁷

We have also a similar case of tenant ill-treatment in the province of Šawa. The land lease contract was made on August 16, 1969 for a period of 5 years. According to an appeal letter written on November 7, 1973 to the Head Office, tenants in Tulu Bido *qābālē*, an area located in Goro sub-district, Wäliso *wārāda* in Čäbo and Guraghe *awraja*, rented 36 *gašas* of land for Eth. 2, 000 birr per year, but were forced by the overseer to pay Eth. 3, 400 birr as opposed to the lease agreement. Besides, they were forced to cultivate, harvest food grains, and built his houses. While the tenants implicated the overseer of forced, extra, and unpaid labour services, he reported that the tenants helped him two times unforced. The way the overseer expressed the absence of forced labour is spellbinding: ራስ እየሰጠሁ ጠላ ጠምቄ እንጀራ ጋግሬ ሰይገ ደዱ ሁለት ጊዜ ረድተውኛል።³⁸ The text, literally translated, could read: “Kissing their heads, and providing *Tälla* [local beer], and baking *Injāra* [leavened bread], they assisted me two times, but unforced.”

According to my investigation, apart from paying *irbo*, tenants were not forced to render extra labour. Instances of forced labour, when exhibited, were not, therefore, institutional rather personal often associated with, as we have explained before, overseers appointed in the provinces without the knowledge of the Head Office. At harvest time, they were in fact made to transport the share of the Emperor to the respective stores prepared for keeping the grain until it was either sold out in the local market or transported by vehicles of the Emperor to Addis Ababa where the main grain store stood. Thus, despite the proximity of some provinces to the city of Addis Ababa, tenants were not forced to transport grain to the main store.³⁹

The appeal letter of the tenants of Tulu Bido *qābālē*, an area located in Agāmjay sub-district of Goro *wārāda* situated in Čäbo and Guraghe *awraja* of the province of Šawa, written to the Head Office on December 24, 1973 is worth mentioning for its detail on the history of the land and for the root of the problem and the positive attitude that the tenants developed towards the *Bētā Rist*. As clearly stated in the appeal letter, the tenants claimed use right since the pre-Adwa period. When the land was measured during the tenure of *Fitawraré* Habtä Giyorgis, it was estimated to be 75 *gašas*. For the two *gašas Qisina* land, granted to the Churches of Mošä Täklä Haymanot and Goro Giyorgis, the tenants claimed that, their ancestors fought at the battle of Adwa. From *Wäizäro* Šawašähay Iyasu, they bought 38 *gašas*. The land where they settled in tenancy measured 30 *gašas*. In addition, in 1952, this land was leased out to a certain Bādo Kibrät together with the *balabatnät*. According to the appeals of the tenants, the above arrangement marked the beginning of their suffering as the lessee, the tenants insisted, exploited them with heavy hands for ten years, which left them in abject poverty. Again, rejecting our demands to take the land in lease as before, the tenants said, in 1970, the land was sub-leased out to *Däjazmač* Bäqälä Bāyänä. Their stay with this new overlord was characterized by backbreaking forced labour as they were made to construct roads, cultivate his farmlands, and weed and harvest the crops. They were also forced to fence his farmlands and homestead until the time the above appeal letter was written to the Head

³⁷In this appeal letter, the tenants demanded one of two options: paying rent as before or the land to be leased out for them, I.E.S., W.M.T.M.R.C. Folder No., 340, ቀ. ቃ. ሥ. ቤ. ር. ር., File No., 19.

³⁸I.E.S., W.M.T.M.R.C. Folder No., 340, ቀ. ቃ. ሥ. ቤ. ር. ር., File Nos., 28, 29, and 36.

³⁹In a letter of order written on Mägabiti (March) 3, 1946 E.C. from the Head Office to the *Bētā Rist* of Sälälē, Dākābora, we learn that the Head Office sent vehicle to transport the grain collected from tenants. The overseer was also ordered to prepare a driveway that would permit the vehicle up to the grain store. The driveway was presumably worked out by tenants.

Office.⁴⁰ A very interesting part of the appeal letter that highlights the personal context of the beginning of harsh exploitation is that insensitivity started with the transfer of the *balabatnät* of the area from the Emperor to their first master in 1952, and when the land was leased out for this same person and latter in 1970 to an even harsher overlord. Equally interesting is the nostalgic demand by the tenants of the return of the *balabatnät* to the monarch at their cost, a circumstance that clearly demonstrates how the *Bétä Rist* Office was very much concerned about the rights and interests of tenants. The heavy-handed characters of these new overlords caused the tenants to recall the time when they were under the benign *balabatnät* of the Emperor which emphasized how conditions were far better in those days.

The protectionist stance of the management office and the proactive measures it took is formally and clearly stated in the several land lease contracts made with contractors. In April 1974, for example, one *gaša* of land located in Ula *qäbälé* of Dändi *wäräda* in Jibat and Méça *awraja* of the province of Šäwa was leased out to a certain Lägäsä Wäldä Giyorgis for a period of two years effective as of September 11, 1974 at Eth. 600 birr per year. A very telling part of this lease contract that clearly demonstrates the Office's concern for the rights and interests of tenants reads: “...በመሬቱ ላይ ያሉ ጠሳኞች ቢኖሩ ተከራዮች መሬቱን ተከናኝረው ዋል በማለት ያለደምብ ሊበድሏቸው አይፈቀድላቸውም...”⁴¹ The text, literally translated, could read: “If there are tenants on the land, the lessees are not permitted to abuse them against the rule simply for having taken the land in contract.

Here is also a very interesting testimony that confirmed how sympathetic the Emperor was to the appeals of tenants. The *Bétä Rist* Office bought (the time is not specified) 20 *gašas* of land in the governorate general of Gämu Gofa. General Asfaw Wädä Giyorgis received the land on behalf of the Office. General Asfaw was also given Eth. 10, 000 birr to develop the land. However, the tenants of Wog Hamär and Mäskéto regarded the actions of General Asfaw as eviction because they claimed that the land was their own holding for the last thirty years. This was land developed by their ancestors by clearing the forest. *Abunä* (archbishop) Sawiros who met the tenants informed the situation to the Ministry of the Pen on behalf of them, as they were unable to go to Addis to appeal by themselves. The reaction of the Emperor was quick and positive because, thanks to the timely intervention of the archbishop, he decided to restore their lands.⁴² When we broaden the discussion beyond our interest here, the above account strongly demonstrates how close the link between church and state was. But the activities of General Asfaw could be assumed to be a very detrimental move intended to evict the tenants from their land, without the knowledge of the Office. The problem was virtually created by General Asfaw because he presumably sought the Emperor's favour. Had it not been for the timely intervention of the archbishop, and the sensitivity on the part of the Emperor, the tenants would have lost their land through eviction.

As one moves from the centre to the provinces, protections given to tenants dramatically declined. This was particularly true up to the last two years before the old regime was overthrown by the popular revolution of 1974. With the rocking of the centre by revolutionary

⁴⁰The tenants, who numbered twenty, claimed that the land was first occupied by their ancestors a century before by clearing the forest and hunting the wild beasts; and claimed that they were the 6th generation from the first occupants who died of contagious disease and malaria. Now they demanded their right of pre-emption to be respected as the land is said to have been earmarked for selling; I.E.S., W.M.T.M.R.C. Folder No., 340, ቀ. 3. ሥ. ቤ. ር. ሥ., File No., 29.

⁴¹I.E.S., W.M.T.M.R.C. Folder No., 340, ቀ. 3. ሥ. ቤ. ር. ሥ., File No., 10.

⁴²I.E.S., W.M.T.M.R.C. Folder No., 3, ቀ. 3. ሥ. ቤ. ር. ሥ., File No., 1.

forces, arbitrariness, ill-treatments, and anarchy took the stage. In an appeal letter written on June 25, 1974 to the Head Office, the tenants of Jido Kombäl, an area located in Ṭära wäräda of Haiqoč and Butajira awraja of the province of Šäwa, accused the Šum of the province of Arsi, Ešäté Yigzaw, of carrying out eviction of peasants to sell the land. While we had priority to buy the land, the tenants insisted, Ato Ešäté gave the land which was in their hands to a certain Šambäl Ali Amädé. Again, while they presented Eth. 1, 800 birr, an amount estimated to be the price of the land, they were threatened with eviction unless they bribed him first by giving him Eth. 500 birr, an amount fixed by the overseer.⁴³

Sometimes, local *balabats* and provincial overseers came together to make an intrigue aimed at evicting tenants. For example, in an appeal letter written on July 9, 1974 to the Head Office, the tenants of Adaš, an area located within Haiqoč and Butajira awraja of the province of Šäwa, complained that an intrigue was made between the above bodies to sell the land while the tenants were denied of the right to buy the land where they and their ancestors lived as *Bétä Rist* tenants for a long period of time. The sad story with this threat of eviction is that the local *balabat* rejected their application of purchasing the land on the ground that the land was sold to a woman who, the tenants maintained, had died before the period of Italian occupation.⁴⁴

As we have noted before, instances of arbitrary evictions were almost absent. However, there were some situations that impelled the management office to take such measures. Despite the fact that overseers appointed at different levels held no authority to evict tenants, when this happened and when asked by the Head Office to reason out for doing so, we see sublet of lands to a third body without the knowledge of the management office became one major reason that led to the eviction of tenants.⁴⁵

As the extant literature affirmed, in the true sense of the term, the old regime never made tenancy security legislations and none of the attempts made to improve the conditions of tenants by drafting tenancy bills were promulgated.⁴⁶ Nevertheless, things were not very bad in this regard. Regarding the personal concerns that the Emperor made towards tenants, Lawrence wrote:

In furtherance of this aim [security of tenure], that every Ethiopian should own his own land; His Imperial Majesty has himself set an example by announcing that tenants on some of his lands may acquire ownership of their holdings; the aim is also being implemented by grants of land under various proclamations to landless persons....⁴⁷

Lawrence's report on the personal initiatives that the Emperor took to ensure security of tenure is reflected in the archives in a more solid manner. In the city of Addis Ababa, there were tenants who settled on some lands of the Emperor located, among others, in the

⁴³Sad to say, one of the tenants named Yimam Bäšo was imprisoned and forced to sign eviction and did it; I.E.S., W.M.T.M.R.C. Folder No., 186, ቀ . ታ . ሥ . ቤ . ር . ር . , File No., 55.

⁴⁴In the appeal letter the tenants insisted that, if the woman was alive as the *balabat* claimed, she should be summoned to give her words. Otherwise, they should be allowed to purchase the land. I.E.S., W.M.T.M.R.C. Folder No., 186, ቀ . ታ . ሥ . ቤ . ር . ር . , File No., 50.

⁴⁵A tenant was evicted as a result seblet of land on *siso* (one third) and *Ikul* (50-50) share cropping arrangements for a period of 3 years while the main form of share cropping arrangement, as investigated in this study, was *irbo* (one forth).

⁴⁶For details on three tenancy bills sent to parliament in 1963, 1970 and 1972, and the debates in favor and against the draft laws in the floor of parliament and its results see Bizuwork, pp. 92-120. See also Cohen, p. 55.

⁴⁷J.S.D. Lawrence was Rural Institution officer in F.A.O. and author of *Tenancy Reform in Ethiopia* (Addis Ababa, 1963), p. 4.

vicinities of Gänätä Le'ul Palace, Gulälé Gäfärsa, Old Air Port, and Princess Şahay Memorial hospital. Relations between the tenants and the Head Office were very smooth as the tenants were only expected to pay an insignificant amount of rent for the houses, and land tax for the government was paid in the name of the Emperor. As we have noted before, their rights of pre-emption were respected at the time the lands on which they lived were decided to be sold at reasonable prices.

Conclusion

In general, in Ethiopia tenant ill-treatments that endangered tenancy rights manifested were in the form of heavy taxations, forced, extra, and unpaid labour services of varied kinds, threats of evictions, threats of physical violence, imprisonment, and different forms of fraudulent actions. All these were strictly prohibited both by the Emperor and by the *Bētä Rist* Head Office. Besides, agents of such ill-treatments, when discovered, were castigated, punished, and were even dismissed from their jobs.

To ensure security of tenure, the tenants entered into formal written agreements and contracts with the *Bētä Rist* Head Office. Whenever such contracts were entered into, as explained above, protective statements were intentionally inserted. The tenants were also given extended periods of lease that would enable them to invest on the land to maximize production. The Office also maintained security of tenure through the provision of rules, and regulations pertaining to crop assessment, collection of dues and its transportations, financial control systems, and the resultant liabilities imposed upon both parties. Moreover, proactive measures were also taken to protect tenancy rights by writing orders to provincial governors and overseers. At times special orders were given to the effect that tenants who lived on some lands of the Emperor were entitled to transfer the lands as their *rist*.

On the whole, tenant ill-treatments were strictly prohibited by the law, and those that jeopardized tenancy rights were not institutional but personal. Within the scope of this investigation, there never was a time when tenant ill-treatments of the above kinds were encouraged or appreciated either by the Emperor or by the Head Office. Attention and concern for the protection of tenancy rights geared towards maintaining security of tenure, also gained confirmation from tenants themselves.

Nevertheless, such legal provisions made for the protection of tenancy rights were designed to secure two additional crucial benefits. One is that, from the economic point of view, protection of the rights of tenants meant securing constant and ever increasing revenue to the Emperor. Secondly, from the administrative point of view, the complaints and appeals of the tenants helped the management office to indirectly crosscheck how far the overseers appointed in the provinces were discharging faithfully the tasks entrusted upon them.

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