Property Rights in a Flea Market Economy

Marcel Fafchamps † and Bart Minten ††

Last revised in November 1999

Abstract¹

This paper studies liberalized grain markets in Madagascar and examines how property rights are protected and contracts are enforced among agricultural traders. We find that the incidence of theft and breach of contract is low and that the losses resulting from such instances are small. This, however, does not result from reliance on legal institutions—actual recourse to police and courts is fairly rare, except in cases of theft—but from traders' reluctance to expose themselves to malfeasance. As a result, Malagasy grain trade has high transactions costs and little or no forward contracting. The dominant contract enforcement mechanism is trust-based relationships. Trust is established primarily through repeated interaction with little role for referral by other traders. Information on bad clients does not circulate widely, hence severely limiting group punishments for non payment.

[†] Center for the Study of African Economies, Department of Economics, University of Oxford, Manor Road, Oxford OX1 3UL (United Kingdom). Tel.: +44(1865) 281-444 Email: marcel.fafchamps@economics.ox.ac.uk †† Department of Agricultural and Environmental Economics, Katholiek Universiteit van Leuven, Kardinaal Mercierlaan 92, 3001 Heverlee (Leuven), Belgium. Email: bart.minten@agr.kuleuven.ac.be

¹ We benefitted from comments from Jean Claude Randrianarisoa, Eliane Ralison, and an anonymous referee. Special thanks go to Ousmane Badiane for obtaining funding for this research. We acknowledge financial support for data collection from the United States Agency for International Development.

Since North's (1973, 1990) seminal work on the development of capitalism in Europe, the fundamental role that market institutions play in economic growth has become increasingly recognized. In particular, North argued that individual property rights need to be protected from theft and embezzlement as well as from arbitrary expropriation by agents of the state (e.g., Cooter (1997)). In addition, institutions such as lawyers and courts must exist that ensure compliance with contractual obligations and deter opportunistic breach of contract (e.g., Posner (1998)). These ideas have largely shaped the research and policy agenda for transition economies and developing countries alike (e.g., Merryman (1977), Benson (1990), Baer and Gray (1995), Hendley, Murrell and Ryterman (1998), McMillan (1996), Fafchamps (1996)). They have also spawn new and insightful research in the various forms that market institutions have taken over the course of human history (e.g., Ensminger (1992), Greif (1993, 1994), Milgrom, North and Weingast (1991)).

This paper studies whether institutions exist in present day Madagascar that protect property rights and ensure contract compliance among grain traders. Madagascar is a particularly suitable place to study market institutions at early stages of development because, until recently, grain trade was entirely under state control (e.g., Barrett (1997a, 1997b), Dorosh and Bernier (1994), Berg (1989)). At the same time, the island has kept much of the French legal code and judicial system that it inherited from colonisation. Malagasy commercial law may be a little dated, not having been overhauled since independence (e.g., The World Bank (1995) Root (1993)). But it is likely to be quite superior to the legal environment that prevails in most transitional economies.

² Messick (1999), however, cautions that little hard evidence exists on the relationship between good legal institutions and development.

Liberalized grain trade in Madagascar thus constitutes an interesting test case of the role of law *per se* in the development of efficient markets and it provides a unique window on the early development of markets when laws are not too inadequate³ but their implementation leaves much to be desired. An analysis of the functioning of Madagascar grain markets should therefore supply useful insights on the likely effect of legal reform in transition economies at a similar level of development.

Using data from a trader survey that we designed and collected ourselves, we show that the incidence of theft and breach of contract is low among Malagasy grain traders and that the losses resulting from such instances are small. At prima facie these results suggest that market institutions work well. A closer look at the evidence, however, reveals that low incidence of theft and contractual breach is achieved essentially through low exposure. Theft is rare because many traders do not stock the goods they sell and, if they do, they go to great length ensuring that their stocks are protected -- e.g., by sleeping in their store. Econometric analysis confirms that overnight storage is a significant risk factor in theft incidence. Among those to transport grain from town to town, payment of protection money and travel in convoy are common -- presumably against the risk of ambush that is endemic in certain parts of the country. Surveyed traders even declare refraining from hiring additional workers for fear of employee-related theft.

The situation regarding contract compliance is similar. Malagasy traders limit their exposure to potential breach of contract by adopting commercial practices that leave little room for abuse. Most transactions take a simple cash-and-carry form. Supplier credit is infrequent, and the placement of orders is uncommon. Payment by check and invoicing

³ Even if somewhat outdated and contradictory.

are virtually unheard of. Traders personally inspect the quality of goods purchased in nearly all transactions. Econometric analysis indicates that exposure is the dominant risk factor in all cases of contractual breach.

Survey results further show that recourse to legal institutions is rare, but that it increases with the severity of the dispute. The use of police and courts is indeed highest in theft cases and lowest in late delivery and deficient quality cases, with non-payment by clients in between. Direct negotiation with the other party is the dominant conflict resolution method in contractual disputes. Traders' propensity to solve disputes and to resume trade with each other is shown to depend critically on the use of direct negotiations with the other party. Recourse to negotiations in turn depends on the strength of the relationship between trading partners. These results are broadly similar to those reported by Bigsten et al. (1999) for African manufacturing. They confirm Fafchamps and Minten's (1999a) earlier conclusion that relationships play an important role in the resolution of contractual disputes among Malagasy traders.

Finding that legal institutions do not play an important role in the enforcement of contracts begs the question of which alternative mechanism is used by Malagasy traders. Our analysis suggest that trust-based relationships are the dominant contract enforcement mechanism among grain traders. Trust is established primarily through repeated interaction with little role for referral by other traders. Information on bad clients does not circulate widely, hence severely limiting group punishments for non payment. The lack of information sharing does not result from the existence of linguistic, ethnic, or religious obstacles to communication. Rather, it may be due to the disruption of pre-existing Asian networks following food riots in the late 1980's (e.g., Blanchy (1995)). Why native networks did not emerge in their stead remains a mystery, however.

To summarize, grain trade in Madagascar has little in common with the sophisticated business world that proponents of market liberalization typically envision. With little or no forward contracting, no brand recognition, and no returns to scale in distribution, it resembles more the occasional flea markets of Californian cities than the organized grain markets of the American mid-West. Although the direct costs of theft and contractual breach appear low, the methods that surveyed traders use to minimize risk exposure can but add to transactions costs. The need for traders to personally inspect quality on each delivery, for instance, combined with their unwillingness to delegate quality control to subordinates and with their reluctance to hire additional workers for fear of theft, undoubtedly restrict firm size and firm growth. The need to guard stocks in person, the total absence of payment by check (that adds to the risk of theft), the infrequent use of trade credit, and the difficulty of placing orders complicate the conduct of business and make trade very labor and management intensive.

The transactions costs of trade are ultimately paid by producers and consumers in the form of a larger spread between farm-gate and retail price (e.g., IFPRI (1998)). The welfare cost of imperfect markets is thus not negligible. In addition, judging from the extreme dispersion in firm size (Gini coefficient of total sales around 0.75) and the fact that better connected traders economize on transactions costs and reap higher sales and profits (e.g., Fafchamps and Minten (1999a)), it is far from clear that competition yields efficiency. Indeed, Fafchamps and Minten's (1999b) finding that traders with better social network capital make more profits suggest that they do not take advantage of their lower costs to drive out small, unconnected traders. In other words, in a flea market economy, the coexistence of a large number of atomistic firms with a small number of large, well connected traders should not be taken as an indication that competitive forces are

sufficient to eliminate rents (see Barrett (1997b) for a similar observation). This is because, among other things, small traders' efforts to protect their property rights and avoid being cheated leads to high transactions costs.

The rest of this paper is organized as follows. We begin in Section 1 with a discussion of our conceptual framework and the institutional environment prevailing in Madagascar. Next, in Section 2, we present a brief description of the surveys. Section 3 follows with an analysis of the incidence of theft and breach of contract. Regression analysis is presented that tries to identify their determinants. Deterrence and contract enforcement mechanisms are discussed in Section 4. Conclusions are presented at the end.

Section 1. Conceptual Framework and Institutional Environment

To ascertain whether an institution protects property rights, we must first understand what leads individuals to use the institution in order to obtain remedy for malfeasance (e.g., Becker (1968)). Formal legal institutions are powerless to deter malfeasance unless victims voluntarily seek their protection by reporting crime to authorities and by bringing legal suit against opportunistic breach of contract. If victims fail to seek redress from the law, the threat of formal sanction is not credible and legal deterrence is vacuous (e.g., Becker and Stigler (1974)).⁴

For a victim to involve legal institutions in the resolution of crimes and contractual disputes, the anticipated benefits from legal action must outweigh the costs. At least four economic factors affect the net expected utility gain from legal recourse: (1) the actual

⁴ Except for its possible effect on ethical standards and social norms.

cost of legal action, including lawyers' fees, bribes to agents of authority, and the opportunity cost of the plaintiff's time; (2) the expected time delay before compensation is received, which in turn depends on the speed with which legal institutions handle their case load; (3) the uncertainty surrounding expected compensation, which is a function of the ease with which perpetrators can be brought to justice, the ambiguity of the case, the availability of evidence, the impartiality of judges and police officers, and the imprecision of the law and jurisprudence; and (4) the fear of reprisal from the other party, which itself depends on the effectiveness of the incarceration system and the state's zeal in punishing reprisal. Other important but perhaps less rational motivations for legal action include emotions such as the anger or shame that victims may experience as a result of malfeasance, and that may induce or refrain them from seeking legal redress.

It should be clear that no actual legal system, even the most efficient, can ever be exempt of all the above problems. Adjudicating justice takes time and effort as outsiders have to be informed of the circumstances of the case and strict procedures have to be followed to ensure that both parties are treated fairly. There will, therefore, always be situations in which victims of malfeasance choose not to call upon the law. Consequently, it is illusory to expect legal institutions to ever perfectly deter all opportunistic behavior.⁵

Keeping these caveats in mind, however, the state of legal institutions appears unusually bad in Madagascar. A recent attitudinal survey conducted under the auspices of the Ministry of Justice of Madagascar shows that Malagasy people have little confidence in their justice system (Ministère de la Justice (1999)). They are also have little understanding of how courts operate, which may lead them to blame the respect of

⁵ Ignoring other information issues relative to detection and collection of evidence.

legal procedures on corruption and incompetence (*ibidem*). Although detailed factual evidence is not available, several authors nevertheless note the existence of sizeable side payments required by police to pursue thieves, the size of which occasionally exceed the value of stolen goods themselves (e.g., La Lettre de l'Ocean Indien (31/07/1999).⁶ It is apparently common practice for court clerks to request large sums of money to issue copies of court judgement, copies without which foreclosure is impossible (e.g., La Lettre de l'Ocean Indien (31/07/1999), Ministère de la Justice (1999)). Other documented forms of corruption include that of judges, although the frequency of occurrence remains unclear. In addition, the Malagasy justice system is slow. The usual time lag required for a court case to be brought to completion is unusually high -- 4 to 5 years -- and judges appear unwilling to resist delaying tactics by defenders (e.g., The World Bank (1991)).

A lot of uncertainties surround the outcome of legal action in general, in part because of contradictions in the law, insufficient number of legal books, and corrupt judges (e.g., Root (1993), The World Bank (1995), Ministère de la Justice (1999)). But for simple cases such as theft and non-payment of purchased goods, the major source of uncertainty is likely to be the availability of evidence, not the law. What may also be a significant source of uncertainty, at least in certain regions, is the difficulty to locate and arrest criminals, given the absence of an identity card system,⁷ the lack of roads, and the general insecurity prevailing in parts of the country (most notably the area surrounding

⁶ Ramiarantsoa (1995), for instance, reports the case of a victim of a manioc theft who ended up paying eight times the value of the stolen goods to cover transport and food costs for himself *and* the apprehended thieves.

⁷ In 1998, there was an agreement in the National Assembly to establish an identity card system, mainly for electoral purposes. We do not know whether this reform was subsequently implemented.

the coastal city of Majunga). Fear of reprisal is also present and is obviously fed by the well documented practice of letting prisoners out of jail in exchange for bribes (e.g, Dodwell (1995), La Lettre de l'Ocean Indien (31/07/1999), Ministère de la Justice (1999)). Although it is unclear whether freed prisoners actually seek retribution from their accuser, the prevailing sentiment in Madagascar is that people are not adequately protected from thieves and criminals. The World Bank (1995) further reports that 'foreign and domestic private investors [interviewed in a survey] almost unanimously pointed to the absence of the "rule of law" as a major impediment to doing business in Madagascar' (page x).

To summarize, the existing literature unanimously finds Malagasy legal institutions wanting. Much of the available evidence, however, is in the form of anecdotes and horror stories, on the basis of which it is notoriously dangerous to generalize. The attitudinal survey results presented in Ministère de la Justice (1999) tell a dismal tale of distrust in the legal system, but only reports popular beliefs, not actual fact. Hard evidence on recourse to legal institutions by victims of malfeasance is missing. One purpose of this paper is to fill this lacuna.

Before moving to the actual data, it is important to realize that the ineffectiveness of legal institutions, if true, is likely to have two effects: preventive action, and recourse to alternative contract enforcement institutions. Prevention can take many forms -- guarding goods susceptible of theft, avoiding contractual practices that leave room for

⁸ By itself, this evidence is insufficient to conclude that the Malagasy detention system is not harsh enough to deter crime. We suspect incarceration to be extremely hard for most prisoners, as suggested by the claim that inmates either have to purchase their food from guardians or must bring their own. In practice, it is likely that only a handful of prisoners bribe their way out of jail, while the others suffer in silence. This is also the impression that transpires from the attitudinal survey reported in Ministère de la Justice (1999).

opportunistic breach -- but it is costly. Costs can be direct -- a guardian's wage -- or indirect -- inconvenient business practices. A rational agent would engage in preventive action only if the expected utility loss from malfeasance exceeds the costs of prevention. The actual cost of preventive action thus provides a lower bound estimate of the expected utility loss from malfeasance. In other words, if we observe that economic agents go to great lengths to reduce their exposure to opportunistic behavior, this constitutes *prima facie* evidence that the risk of malfeasance is high. This is true even if prevention keeps the actual frequency of malfeasance low.

Given that prevention is costly and inconvenient, economic agents may establish informal means of enforcing contracts. Several such mechanisms have been discussed in the literature (e.g., Charny (1990), Ellickson (1991)). They include: guilt (e.g., Platteau (1994)); strong-armed enforcement (e.g., Gambetta (1993), Braguinsky (1999)), long-term relationships between two agents (e.g., Greif (1993), Winn (1994), Ghosh and Ray (1996), Fafchamps (1998)), and joint punishments based on information sharing within business communities (e.g., Bernstein (1992), Posner (1996), Kandori (1992), Greif (1993), Fafchamps (1998)). Without going through the details of each of these alternative institutions, they all share the idea that compliance with contractual obligations or social norms is achieved if the expected value of punishment exceeds the gain from opportunism.¹¹ If these conditions are satisfied, prevention is no longer necessary and more

 $^{^9}$ Ignoring possible negative externalities, i.e., prevention by one agent diverts malfeasance towards other agents.

Whenever the risk of malfeasance is very high and/or the cost of prevention is prohibitive, particular activities may not take place at all -- corner solution. Traders, for instance, may refrain from buying and selling in insecure regions altogether, and farming in remote areas may be totally discouraged if farmers are incapable of protecting crops in the field. Fear of theft has been suggested to account for lack of trade, the poor maintenance of plantations, and the early harvesting of coffee in certain regions of Madagascar (e.g., Minten, Randrianarisoa and Zeller (1998), The World Bank (1999)).

 $^{^{11}}$ A simple modeling framework incorporating multiple punishment strategies is presented, for instance, in Fafchamps (1996).

elaborate contracts become feasible. So, for instance, when an agent deals with someone he knows and trust, he might be more willing to accept delayed payment, simplify the verification of quality, and generally believe what the other person says. Long-term relationships, reinforced or not by community-level sanctions, can thus form the basis of an alternative method of enforcement grounded in trust (e.g., Gambetta (1988), Fukuyama (1995)). The difference with reliance on legal institutions is that trust is selective and personalized: not all agents are treated in the same manner, and agents lower their guard only with individuals they know personally. Thus, the fact that agents take more chances with agents they know better can be taken as evidence that informal, relationship-based enforcement mechanisms play an important role in deterring malfeasance. In the absence of such relationships, prevention is the foldback option. The role of relationships is emphasized by the authors of the Ministère de la Justice (1999) report, who write on page 27 that 'Because the courts are seen as expensive, slow, corrupt, and unpredictable, the [Malagasy] business community prefers to negotiate conflicts to resolution.'

One important corollary of the above is that, if recourse to legal institutions is not the primary mode of dispute resolution, disputes need not be resolved according to legal principles. For instance, contract law typically calls for one party to compensate the other in case of breach. In other words, breach of contract is regarded as a fault that requires reparation. Parties to a long-term relationship may find such approach incompatible with the need to maintain goodwill and friendship because assigning fault to one party and calling for compensation is antagonistic and may endanger the relationship. Consequently, cases of contractual breach resolved through informal enforcement are expected to yield different outcomes from those enforced by courts. For one thing, parties will probably show more understanding for each other difficulties and be more willing to

implicitly insure each other for unanticipated contingencies. Flexibility in execution is thus a likely feature of contracts enforced by the threat of losing a business relationship (e.g., Bigsten et al. (1999)). By the same token, cases of breach among acquaintances are more likely to be resolved to the satisfaction of the parties and less likely to sever the relationship.

If the above interpretation is correct, the flexibility made possible by long-term relationships might lead to the apparent contradiction that breach of contract is more frequent among parties who know each other well. The reason is that parties to such relationships lower their guard, hence making more room for breach, while at the same time ensuring that most cases of breach are handled in a flexible and relation-preserving manner. In such cases, non-compliance with contract terms should not be regarded as evidence of opportunistic behavior but rather as a manifestation of flexibility and complicity between trusting partners.

Having clarified our conceptual framework and discussed the available evidence on the Malagasy legal system, we are now ready to look at microeconomic evidence on malfeasance and its remedies among Malagasy grain traders.

Section 2. The Data

A survey of agricultural traders was conducted in Madagascar in a joint project between IFPRI (the International Food Policy Research Institute) and the local Ministry of Scientific Research (FOFIFA). The first round of interviews were held between May 1997 and August 1997 and collected information on the individual characteristics of traders and on the structure, conduct, and performance of the trading sector. A second interview was conducted between September 1997 and November 1997; it focused on

the nature of respondents' relationships with other traders, clients, and suppliers.

The sample design was constructed so as to be as representative as possible of all the traders involved in the whole food marketing chain from producer to consumer, wherever located. Three main agricultural regions were covered (Fianarantsoa, Majunga, and Antananarivo) and the sampling frame within these regions was set up so as to cover traders operating at three different levels:

- (1) Traders operating in big and small urban markets in the main town of every province (faritany) and district (fivondronana). These traders are mostly wholesalers, semi-wholesalers, and retailers.
- (2) Urban traders located outside the regular markets. These often are bigger traders, processors (e.g., rice millers), and wholesalers.
- (3) Traders operating on rural markets at the level of the rural county (firaisana). These are mostly big and small assemblers and itinerant traders. Rural firaisanas were selected through stratified sampling based on agro-ecological characteristics so as to be representative of the various kind of marketed products and marketing seasons.

The survey focused on traders that marketed locally consumed staples such as rice, cassava, potatoes, beans, and peanuts. The different forms in which these products are marketed were taken into consideration, i.e., paddy and milled rice, maize and maize flour, etc. Traders involved primarily in export crops, fruits, vegetables, and minor crops were excluded. Most surveyed traders -- 67% -- report rice as the agricultural product they trade most intensively. This reflects the importance of rice as the main staple food in the country. Other most actively traded products are beans and lentils (18% of the sample report them as their main traded product), cassava (5%), potatoes (5%), peanuts (4%),

and maize (2%).

A total number of 850 traders were surveyed in the first visit, 739 of whom were surveyed again in the second visit. The analysis presented here is based on traders that could be located in the two visits. 12 The main characteristics of respondents are summarized in Table 1. Total sales measures output. Value added, defined as the difference between the value of total sales and total purchases, represents total returns to labor, management, and capital. As suggested by the presence of large standard deviations, these averages hide extreme variation in traders' size of operation: the coefficients of variation of sales and value added are 2.6 and 3.7, respectively. The corresponding Gini coefficients are 0.761 and 0.702. Expressed in percentage of annual sales, the average trade margin is 15%. Assuming that grain changes hands four times between producer and final consumer, such margins translate into a consumer price on average 75% higher than the farm-gate price (e.g., IFPRI (1998)). Margins of this magnitude are common in Sub-Saharan Africa.

Detailed information is available on working capital and equipment (mostly weighting equipment), storage capacity and vehicles, telephone usage, labor, management, human capital, and social capital. The data show that the surveyed businesses are fairly unsophisticated by western standards: average working capital is roughly equivalent to 2,000 US dollars -- a large number compared to the annual GDP of Madagascar which was 230 US dollars in 1997, but very small compared to the turnover of grain trading companies in the U.S. or Europe. The great majority of surveyed traders do not have their

¹² The category of traders which were hardest to trace during the second visit are those who are least formal and have the least permanent form of operation. As a result, small itinerant traders tend to be underrepresented in the results reported here.

own transportation equipment, nor do they use telephones very often. Each trading business has an average of four workers, including the owner/manager. Most respondents work full time in trade and remain traders all year round. On average, they are fairly well educated by Madagascar standards. In Madagascar trade is conducted in Malagasy, the national language which is spoken throughout the island. French is commonly used in the administration and in some (primarily urban) secondary schools. Close to half of the respondents commonly speak a language other than Malagasy -- mostly French. Information was also collected on various dimensions of the respondents' social network: the number of close relatives in agricultural trade; the number of (non-family) traders that respondents know; the number of friends and family members who can help the business stay afloat in times of trouble; and the number of suppliers and clients that respondents know personally. Fafchamps and Minten (1999b) examine how these different forms of social network capital affect firm performance.

Data are also available on the way traders deal with each other. On average, surveyed traders buy and sell mostly in cash. Invoicing and the use of checks are virtually unheard of. A small but non-negligible proportion of traders nevertheless manage to receive and grant trade credit -- 15.8% and 13.6% of total grain purchases and sales, respectively -- typically for one week. Since respondents rotate their working capital several times per month, even short term credit can significantly add to their buying capacity. Surveyed traders do part of their business with regular suppliers and clients, with whom they are more likely to place orders and receive or grant credit and less likely to inspect quality. This conforms with theoretical expectations according to which relationships facilitate contract enforcement (e.g., Ghosh and Ray (1996), Kranton (1996), Fafchamps (1998a), and the discussion in Section 1).

Section 3. Incidence of Theft and Breach of Contract

Table 2 summarizes the incidence of theft and breach of contract in the twelve months preceding the survey. Only a small proportion of traders were victim of theft and the total value of stolen goods accounted for less that 0.3% of total annual sales. Incidence appeared much higher for a handful of respondents, but we cannot rule out the possibility of error in data collection. Of 56 instances of recent thefts, 23 took place at the trader's store during the day, 23 took place at night, 7 during transport, and 3 while the goods were in the hands of third parties (Table 3). Not all thefts are equally costly, however: the average value of stolen goods is on average nine times higher for thefts at night or during transport. In a third of theft cases, respondents were confident that employees were not responsible; in the rest of the cases, respondents either suspected employees or were unsure. Not surprisingly, traders who suspect employees are those with more employees -- 7.7 vs. 3.4 among those respondents who do not suspect their workforce. Pilferage by employees is thus is a concern of surveyed traders, especially large ones.

Breaches of contract are somewhat more prevalent, but they too affect only a minority of survey respondents (Table 2). The proportions of sales and purchases affected by breach of contract are all less than 5% on average, although they are much higher for some traders. Deficient quality and late payment are the most often cited problems, affecting a fifth and a third of traders, respectively. But their implied cost is only a fraction of the value of the transaction -- e.g., the loss in value due to inferior quality and the opportunity cost of capital in case of late payment. The same is true for late delivery. Non payment, a much more severe form of breach of contract, is quite rare and affects only 0.04% of all transactions. These findings are similar though more pronounced than

those reported by Fafchamps (1996) and Bigsten et al. (1999).

Judging from these numbers, the direct costs of theft and breach of contract are quite small -- less than one percent of annual sales on average. 13 Some traders occasionally suffer more severe losses, however, especially when goods are stolen at night or during transport. On the basis of these numbers, one may be tempted to conclude that the rule of law prevails in Madagascar and that malfeasance is adequately deterred by existing legal institutions. This is in apparent contradiction with the fact that 64% of the 364 individuals interviewed by the Ministère de la Justice (1999) listed theft as their number one public safety concern and that the majority of them did not trust police and courts to provide sufficient protection. A closer inspection of the evidence suggests, however, a possible reconciliation: the low incidence of malfeasance owes more to prevention by traders than to legal deterrence. Surveyed traders indeed go to great lengths to minimize the risk of theft and breach of contract. Table 3 lists some of the measures surveyed traders take to minimize theft. Over a third of respondents declare refraining from hiring additional workers for fear of employee theft. The magnitude of this figure -- and its likely welfare cost in an economy where underemployment is rampant and trade is a major source of employment -- perfectly illustrates the idea that the indirect costs of malfeasance are potentially much larger than its direct costs (see Hart (1988) for a similar observation). Table 3 also shows that, among traders who stock agricultural products at night, two third sleep on the premises. Virtually all overnight storage is both locked and guarded. Of those traders who transport goods from one town to another, 43% either pay

¹³ Estimated from Table 2 assuming that losses from late delivery and late payment account for at most 10% of the value of sales and that losses from deficient quality account for at most 5% of sales value. With these generous assumptions, total losses amount to 0.89% of total sales -- 0.28% from theft, 0.04% from non-payment, 0.16% from late delivery, 0.22% from deficient quality, and 0.19% from late payment. Recovered goods are not subtracted from loss from theft.

for protection or travel in convoy.¹⁴ In addition, thirteen traders -- all from the same province (Fianarantsoa) -- declare avoiding certain routes for fear of bandits.

A similar picture emerges for quality control. Table 4 indicates that prices vary with product quality. For instance, the price differential between the two most traded rice qualities oscillate between 8% and 9% in the capital city. Some of this quality variation is due to differences in traditional crop varieties across regions. 15 This source of quality variation can presumably be controlled by traders simply by verifying the geographical origin of the goods they buy. Some of the variation in quality, however, does not come from regional differences but from improper handling 16 and from natural variation in traditional seed material, thereby making it harder to ascertain. Taken together, the evidence indicates that price varies with quality and that quality cannot be perfectly inferred by a product's region of origin. As table 4 shows, the overwhelming majority of surveyed traders and their clients respond to quality risk by inspecting each and every purchase. The importance of quality inspection is further underscored by the fact that the task is virtually never delegated to family helpers, employees, or collecting agents. Although we did not attempt to measure the time actually spent on quality verification by Malagasy traders, casual observation suggests that the process can be very time consuming. Furthermore it requires that the trader be present at each purchase, thereby complicating the conduct of business and requiring extensive travel on the part of the trader. A similar pattern is observed with respect to other sources of breach of contract: 85% of surveyed

¹⁴ Interestingly, only two traders report doing both.

¹⁵ Unlike in advanced economies where most food is produced from a handful of highly homogeneous improved seeds, farmers in Madagascar as well as in much of the tropics rely on their own output for seeds. This process results in widespread dispersion in genetic traits and output characteristics across regions and even villages.

¹⁶ E.g., high moisture content, fungus and pest damage, brokens, presence of stones and sand.

traders never place orders from suppliers; and 54% never give credit to customers. In addition, payment by check is unheard of; all transactions are strictly cash.¹⁷ Although such practices presumably reduce contractual risk, they complicate transactions and the planning of business.

However costly, these efforts are in general effective in minimizing the incidence of malfeasance. As indicated by Table 5, simple *t* tests indicate that not storing overnight virtually eliminates the risk of theft. Not placing orders cancels the risk of late delivery, and not giving credit to clients dramatically reduce the risks of late and non payment. The results reported in Table 5 may, however, be unreliable because they ignore the effect of other possible determinants of malfeasance, such as regional differences in incidence, and the likely endogeneity of prevention.

We therefore complement the bivariate analysis reported in Table 5 with a multivariate regression analysis that controls for possible endogeneity. Results regarding theft are presented in Table 6.¹⁸ The dependent variable is the value of annual losses due to theft as a proportion of annual sales. The first column examines the determinants of theft incidence without conditioning on risky behavior. Explanatory variables include total sales (to control for size), human capital (measured by years of schooling and the log of years of trade experience), and location dummies. Presumably, larger firms may experience more theft because they process a larger volume of goods and find it harder to control their employees. Total sales are instrumented to control for the possible feedback

¹⁷ The use of check is absent even of credit transactions, presumably because Malagasy banks are notoriously slow in processing payments and transfers. At the time of the survey, it allegedly took two to three weeks for banks to transfer funds from agencies of the same bank located in two different towns.

¹⁸ To control for the possibility that results are driven by outliers (see large 'Maximum' frequencies in Table 2), all regressions on determinants of theft and breach of contract were reestimated after dropping all frequencies larger than 10%. Qualitative results are unchanged, but estimated parameter are in general smaller in magnitude.

effect that theft may have on sales.¹⁹ Human capital is included to control for the possibility that smarter, more experienced traders might be better able to prevent theft. Location variables control for general crime environment and other spatial effects. Insecurity is generally perceived to be highest in the Majunga Plaines region and fairly high in the Majunga Plateaux region.²⁰ We would therefore expect theft to be more problematic in these regions. Results show that firms that sell more face more theft. Other variables are not significant.

We then introduce risk factors such as overnight storage and storage capacity as additional regressors (second column of Table 6). As expected, results show that traders who store overnight are more at risk. The magnitude of the coefficient is very large. Storage capacity has the expected sign but its t value is below standard levels of significance. As anticipated, the risk of theft is much larger in the two Majunga regions, and largest in the region where insecurity is generally perceived to be highest. Experimentation with other regressors suggests that transporting raises theft incidence and that sleeping in one's store reduces it, but the effects are no longer significant once location dummies are included in the regression.²¹ To control for possible endogeneity, we then instrument risky behavior variables and replace them by their predicted value.²² Results are presented in the third column of Table 6. They confirm that risky behavior raises the incidence of theft. The effect of regional dummies is unchanged.

¹⁹ The instrumenting equation is presented in appendix A. Instruments include various measures of physical and working capital, labor and management, social network capital, entrepreneurial traits and family background, and aggregate shocks. See Fafchamps and Minten (1999b) for more details.

²⁰ Higher incidence of cattle and food crop theft is for instance reported for Majunga by Minten, Randrianarisoa and Zeller (1998).

²¹ The fact that robust results are difficult to obtain with more regressors is not altogether surprising given that there are only 57 non-zero observations.

²² Instrumenting equations are presented in Appendix B. Instruments include personal wealth, age, and sex of the owner, social network capital, personal traits, and family background.

We run similar regressions for various forms of breach of contract. To control for relationships, we include as additional regressors the (log of the) number of close relatives in agricultural trade and the number of suppliers and clients known personally by the respondent. Fafchamps and Minten (1999b) indeed demonstrate that better connected traders not only make more profits but also are more likely to place orders and to give and receive trade credit. Following much of the literature (e.g., Fukuyama (1995), Kranton (1996), Greif (1993), North (1990)), they hypothesize that social connections mitigate opportunism. Regional dummies are included to capture possible differences in road infrastructure, climate, and other location specific factors. Road quality is best in and around the capital city, and in Majunga Plaines; it is by far the worst in Majunga Plateaux and also fairly low in Fianarantsoa. To the extent that late delivery is due to problems during transport, we would therefore expect late delivery to more prevalent in these regions. Rainfall is most abundant in the Fianarantsoa Côtes et Falaises region and in Vakinankaratra; it is lowest in Majunga (e.g., Oldeman (1990)). Since deficient quality is often related to imperfect drying, we would expect quality to be more problematic in humid regions.

Regression results are presented in Tables 7 to 10. Except for the verification of quality, which has the right sign but is not statistically significant,²³ the coefficients of all risk factors have the right sign and are significant. Contrary to expectations, traders with family members in agricultural trade appear to face a higher incidence of contractual breach. For deficient quality and for non-payment, the effect is significant even after we control for risky behavior. This suggests that having more relatives in trade favors con-

²³ Quality verification is significant when location dummies are omitted.

tractual opportunism, presumably because traders find it difficult to discipline relatives who operate as suppliers or clients. This may explain why Fafchamps and Minten (1999b) find that respondents with more relatives in agricultural trade get significantly lower profits after controling for all factors and inputs. An alternative explanation is that close relationships with relatives open more room for contractual flexibility.

Results also indicate the presence of very strong regional differences in the incidence of breach of contract, even after we control for urbanization level. Contrary to expectations, however, we do not find that regions with inferior road infrastructure have more late delivery problems and that wetter regions have more deficient quality cases. If anything, Majunga Plateaux, the region with by far the poorest road infrastructure, has less late delivery cases than other regions, and the Fianarantsoa Côtes et Falaises region, which is the most humid, has fewer cases of deficient quality. Results indicate that Antananarivo and the region surrounding it (the omitted region dummy) have more late delivery problems. One possible interpretation for this puzzling result is that, although delivery problems are less severe around the capital, they are perceived with more acuity because the capital city is a major food deficit area where the urgency of demand is felt more strongly than elsewhere. This issue deserves more research.

Contrary to expectations, econometric results do not suggest that quality problems are more frequent in the most humid area, the Fianarantsoa Côtes et Falaises region. If anything, quality deficiencies are highest in the Vakinankaratra and Antananarivo regions (the omitted region dummy), two areas of moderate to high rainfall. In terms of payment by clients, the incidence of breach of contract appears to be significantly higher in the rural areas surrounding the capital city. The reason for these regional differences is unclear.²⁴ One possibility is that they correspond to different equilibria of a flexible

²⁴ Differences in the function (e.g., collector, wholesaler, retailer, or microretailer) exercised by the

contract enforcement game. This issue deserves more research.

To summarize, we have shown that the incidence of theft and contractual breach is low but also that Malagasy grain traders go to great length to reduce their exposure to malfeasance. Regression analysis demonstrated that prevention is effective in the sense that traders who opt for more risky trading practices face a higher incidence of malfeasance. The question now remains of why prevention is the dominant method grain traders use to reduce risk. To answer this question, we now examine what happens when a theft or a breach of contract actually occur.

Section 4. Legal Institutions and Deterrence

Recourse to the police is relatively frequent in cases of theft: as shown in Table 11, one third of theft cases were reported to the police, and respondents went to court -presumably as witnesses -- in ten percent of the theft cases. This finding is consistent with the results from the attitudinal survey reported in Ministère de la Justice (1999), where 31% of respondents stated they would contact the police if they were victim of theft. Calling upon the police had no noticeable effect on the probability to recover stolen item, however: of those traders who went to the police, 24% retrieved all or part of the stolen goods; of those who did not, 34% retrieved something. The difference is not statistically significant (t value of 0.81). The small number of observations (57 cases of theft) precludes further analysis.²⁵

respondent or in the crops they sell, do not, for instance, account for these regional differences.

²⁵ With such a small number of observations and no suitable instruments, it is impossible to control for possible self-selection bias in the sense that traders may only go to the police if they cannot solve the theft on their own. The lack of statistical difference in the resolution of cases brought to the police and those handled by traders themselves does not, by itself, constitute sufficient evidence that the police is ineffective.

We have a little more information on contractual disputes with suppliers and clients. Surveyed traders were asked whether they ever called upon an intermediary to mediate their contractual disputes with suppliers or clients, and whether they ever went to the police, a lawyer, or a court in relation with a purchase or sales dispute. Their responses, listed in Table 11, show that, apart from an occasional recourse to the police, the use of legal institutions by Malagasy grain traders is extremely low in contractual disputes with suppliers and clients. These results are consistent with results from an attitudinal survey reported in Ministère de la Justice (1999).

One conceivable interpretation of these numbers is that legal enforcement in Madagascar is so effective and predictable that parties rationally anticipate the outcome and prefer to settle beforehand to avoid litigation costs. Table 11 indeed indicates that direct negotiations are the instrument of choice to resolve contractual disputes. Mediators are used occasionally as well. But the data also show that the threat of recourse to the police or to courts is extremely rare. In addition, these threats tend to be used only in desperate circumstances. Of the eight cases in which a threat of police action was mentioned, for instance, five were for non-payment by a client. Finally, surveyed traders hardly ever seek the advice of a lawyer. Taken together, these observations suggest that the threat of court action is not an important deterrent of contractual opportunism in the Malagasy grain market. Yet, lack of familiarity with courts and legal institutions does not seem to be the main reason for lack of usage: the fact that one third of robbed traders went to the police and 11% went to court do not suggest reluctance for legal institutions per se. What the data therefore indicates is that contractual obligations are largely seen as outside the purview of the law -- with the possible exception of non-payment.

This interpretation begs the question of what is the alternative contract enforcement mechanism: if legal institutions offer little or not protection against opportunistic breach, why do surveyed traders bother to place orders and grant credit at all? One thing that is quite clear from interviews is that coercion is not seen as a common or even correct way of resolving contractual disputes. If anything, recourse to courts and police is low because traders perceive these institutions to be too antagonistic and conflictual. Reference to 'trust' is the most common answer when traders are asked why contracts are honored. To understand what 'trust' means to Malagasy traders, we investigate what happens in dispute cases. The first striking finding is that most contractual disputes are resolved (85% of supplier cases and 79% of client cases) and trade is resumed in most cases (91% of supplier cases and 78% of client cases). In addition, dispute resolution and resumption of trade are highly correlated; 79% of disputes with suppliers and 73% of disputes with clients are resolved and trade resumed. Similar findings are reported for African manufacturers in Fafchamps (1996) and Bigsten et al. (1999).

This suggests that breach of contract, although unwelcome and costly for respondents, occurs within the context of long term relationships. A reasonable interpretation, largely confirmed by informal discussions with respondents and casual observation, is that parties implicitly agree to continue trading with each other as long as contractual breach remains infrequent and provided that, when it occurs, a good faith effort is made to resolve the situation. If these conditions are satisfied, the relationship continues; otherwise it is severed. In other words, relational contracting as modeled for instance by Ghosh and Ray (1996) and Fafchamps (1998a) is the key contract enforcement mechanism.

This interpretation is confirmed by regression analysis. Table 12 for instance shows that more personalized relations and longer acquaintance with suppliers and clients is associated with efforts to resolve contractual disputes through direct negotiation and, in the case of clients, through mediators. A contrario, regression results also indicate that respondents with relatives in agricultural trade are much less likely to negotiate payment problems with clients. Although a priori surprising, this finding is consistent with the idea that disciplining relatives is difficult: if so, why bother waste time negotiating with them. Table 13 and 14 further illustrate that direct negotiations have a strong positive effect on the probability of resolving the dispute and resuming trade. In other words, good faith efforts to iron out difficulties are essential to the preservation of trust and relationships. Results again show that payment problems are less likely to be resolved for respondents who have relatives in agricultural trade -- and who presumably buy and sell from them.

The reader may want to know whether relational contracting as enforcement mechanism is complemented by information sharing on cheaters and by collusion to exclude them from future trade, as suggested for instance by Kandori (1992), Greif (1993), and others. Table 15 provides some useful information in this respect. We see that, of those traders who obtain supplier credit, less than one fifth come recommended by other traders. The dominant credit screening procedure is to purchase several times from the same trader, thereby establishing mutual trust. The most common action taken in response to non payment is to stop deliveries. Similar findings are reported by Fafchamps (1996) for Ghana. Very few respondents expect to involve the police or the courts in debt collection, hence confirming that the trade relationship constitutes its own collateral. There is some information sharing about clients who do not pay but its reach is limited: a majority of respondents estimate that a client who does not pay is either

unlikely or very unlikely to lose credit from other suppliers. Exclusion from future trade credit is thus not the dominant form of contract enforcement, although it plays a secondary role.

These findings are further confirmed by Table 16. Clients themselves are the main source of information on which suppliers rely before granting credit. For two third of the respondents, this is the only source of information on which they rely for screening trade credit applicants. Only a quarter of the respondents obtain information from other traders; 14% obtain information from other sources. There appears to be no systematic effort to share information on clients who do not pay: only 13% of credit givers discuss bad clients with other traders once of month or more; one quarter never discuss bad clients at all.

Why there is not more information sharing is unclear. One may be tempted to assume that the ethnic origin of traders is too heterogeneous to allow a fluid exchange of information (e.g., Cornell and Welch (1996), La Ferrara (1997)). This is not borne out by the data, however. First, all surveyed traders -- like all inhabitant of Madagascar -- speak a single common language. Second, traders operate predominantly in their region of origin: over 85% of traders operate in the district (Fivondronana) of their birth, and the coefficient of correlation between the postal code of their place of birth and the location of their trading activity is as high as 0.76. Only 9 traders in the sample are of foreign origin -- mostly from Asia. Finally, the overwhelming majority of respondents -- 91% -- share a common religion. The idea that linguistic, ethnic, or religious barriers prevent the circulation of information cannot, therefore, be sustained.

One item of information that is worth pointing out is that riots against traders took

place in the late 1980's. According to Lonely Planet (1994), "Indo-Pakistani traders [] bore the brunt of Malagasy violence in the 1987 riots. [T]he Indian premises on either sides [of the main street in Tulear] along with most of the central area were gutted" (p.220). Blanchy (1995) reports that in five major cities, Asian-owned shops were looted and burned; many Asians feared for their life and fled the country, if only temporarily. Barrett (1997b) reports that Asian traders refused to be interviewed by Malagasy enumerators and writes that "[it] is difficult to overstate the sensitivity of ethnic Asian food marketing intermediaries to the political risks of their trade". Judging from Blanchy's (1995) account of Asian businesses in Madagascar, ethnic Asian business networks prior to the riots resembled their counterparts in Kenya (e.g., Himbara (1994), Marris (1971), Fafchamps (1998b), Fafchamps et al. (1994)). If, as it is likely, Asian traders have pulled out of grain markets to reduce their exposure to political risk, the resulting disruption in existing business networks could explain the current lack of sophistication of grain trade in the country. Still, this does not explain why indigenous networks of information sharing have not formed to replace Asian networks. These issues deserve more research.

Conclusions

This paper has studied liberalized grain markets in Madagascar and examines how property rights are protected and contracts are enforced among agricultural traders. We found that the incidence of theft and breach of contract is low and that the losses resulting from such instances are small. This, however, does not result from reliance on legal institutions -- actual recourse to police and courts is fairly rare, except in cases of theft -- but from traders' reluctance to expose themselves to opportunism. Judging from the evi-

dence collected, the indirect costs of malfeasance prevention are likely to be much higher than the direct costs of theft and breach of contract. As a result, Malagasy grain trade resembles the occasional flea markets of American cities, with little or no forward contracting and high transactions costs.

We also investigated how contracts are enforced. We found that the dominant contract enforcement mechanism is trust-based relationships. Trust is established primarily through repeated interaction with little role for referral by other traders. Information on bad clients does not circulate widely, hence severely limiting group punishments for non payment. As far as we are able to judge, the lack of information sharing does not result from the existence of linguistic, ethnic, or religious obstacles to communication. In spite of great diversity in external appearance, Malagasy society is surprisingly homogeneous. Rather, the culprit might be sought in the disruption of pre-existing Asian networks that followed food riots in the late 1980's. More research is needed to assess why native networks did not emerge in their stead and what institutional changes can improve Malagasy grain markets.

Results indicate that Malagasy grain traders make very little use of the justice system. For policy purposes, it would be important to know whether this situation arises because they lack access to the law (cost issue) or because they wish to avoid legal delays and uncertainties (time and risk issues). Cost issues could in principle be handled through a subsidy or small claims courts system,²⁶ while reducing judicial delays and legal uncertainty probably requires hiring more judges and changing the law.²⁷ Existing

²⁶ Another possibility is to expand the current Malagasy system of itinerant judges called *audiences* foraines, as discussed in The World Bank (1995) and Ministère de la Justice (1999).

²⁷ Thanks to an anonymous referee for pointing this out. Judging by the alleged prevalence of corruption in the Malagasy justice system and police, and the suspicion that much of it is a kind of feefor-service, perhaps the simplest subsidy would be to pay judges, legal clerks, and policemen better -- a

reports on the Malagasy justice system (e.g., Root (1993), Ministère de la Justice (1999), The World Bank (1995)) fail to identify which types of policy intervention should receive priority.²⁸ Unfortunately, given the extremely small number of legal recourses recorded in the survey, the data cannot distinguish which of these issues really matters for Malagasy traders.²⁹ Based upon the available secondary evidence, we suspect that the cost of the justice system is more problematic for grain traders than legal risk and delays which, for simple cases of theft or non-payment, are likely to be small. This interpretation finds additional support in the fact that recourse to the law is much more likely in cases of theft than commercial disputes: criminal proceedings are typically cheaper for plaintiffs than commercial cases because police and public prosecutors bear much if not all of the costs of collecting evidence and arguing the legality of the case. Speculation should not, however, hide the fact that our limited data do not clearly establish what kind of judicial reform Madagascar needs most.

recommendation that is already made by Root (1993) and The World Bank (1995).

²⁸ Ministère de la Justice (1999) reports that 20% and 56% of survey respondents blame high costs for not going to court and not hiring lawyers, respectively. Respondents also unanimously praise itinerant audience foraines whereby judges travel to market towns to administer justice -- a system that singularly reduces travel costs for plaintiffs. But the report also documents respondents' concerns about judicial delays, legal uncertainty, and fear of reprisal.

²⁹ With enough data and with suitable instruments for wealth (cost issue), time preference (delays), and risk preference (uncertainty issue), regression analysis should in principle be able disentangle which of the three main issues affect traders' propensity to use the justice system.

References

- Baer, H. L. and Gray, C. W., *Debt as a Control Device in Transitional Economies: The Experiences of Hungary and Poland*, The World Bank, Washington, D.C., June 1995. Policy Research Working Paper No. 1480.
- Barrett, C. B., "Liberalization and Food Price Distributions: ARCH-M Evidence from Madagascar," *Food Policy*, 22(2): 155-173, 1997a.
- Barrett, C. B., "Food Marketing Liberalization and Trader Entry: Evidence from Madagascar," *World Development*, 25(5): 763-777, May 1997b.
- Becker, G., "Crime and Punishment: An Economic Approach," *Journal of Political Economy*, 76: 169-217, 1968.
- Becker, G. and Stigler, G., "Law Enforcement, Malfeasance, and Compensation of Enforcers," *Journal of Legal Studies*, 3(1): 1-18, 1974.
- Benson, B. L., *The Enterprise of Law*, Pacific Research Institute for Public Policy, San Francisco, 1990.
- Berg, E., "The Liberalization of Rice Marketing in Madagascar," *World Development*, 17, no.5: 719-728, 1989.
- Bernstein, L., "Opting Out of the Legal System: Extralegal Contractual Relations in the Diamond Industry," *Journal of Legal Studies*, XXI: 115-157, January 1992.
- Bigsten, A., Collier, P., Dercon, S., Fafchamps, M., Gauthier, B., Gunning, J. W., Isaksson, A., Oduro, A., Oostendorp, R., Patillo, C., Soderbom, M., Teal, F., and Zeufack, A., "Contract Flexibility and Conflict Resolution: Evidence from African Manufacturing," *Journal of Development Studies*, 1999. (forthcoming).
- Blanchy, S., *Karana and Banians: Les Communautés Commerçantes d'Origine Indienne à Madagascar*, L'Harmattan, Paris, 1995.
- Braguinsky, S., "Enforcement of Property Rights During the Russian Transition: Problems and Some Approaches to a New Liberal Solution," *Journal of Legal Studies*, 28: 515-, 1999.
- Charny, D., "Nonlegal Sanctions in Commercial Relationships," *Harvard Law Review*, 373: 391-446, 1990.
- Cooter, R. D., "The Rule of State Law and the Rule-of-Law State: Economic Analysis of the Legal Foundations of Development," *Annual World Bank Conference on Development Economics 1996*, p. 191-238, The World Bank, Washington D.C., 1997.
- Cornell, B. and Welch, I., "Culture, Information and Screening Discrimination," *J. Polit. Econ.*, 104(3): 542-571, 1996.
- Dodwell, C., Madagascar Travels, Hodder and Stoughton, London, 1995.

- Dorosh, P. and Bernier, R., "Staggered Reforms and Limited Success: Structural Adjustment in Madagascar," *Adjusting to Policy Failure in African Economies*, p. 332-365, David Sahn (ed.), Food Systems and Agrarian Change Series, Cornell University Press, Ithaca and London, 1994.
- Ellickson, R., *Order Without Law: How Neighbors Settle Disputes*, Harvard University Press, Cambridge, Mass., 1991.
- Ensminger, J., *Making a Market: The Institutional Transformation of an African Society*, Cambridge University Press, New York, 1992.
- Fafchamps, M., Biggs, T., Conning, J., and Srivastava, P., *Enterprise Finance in Kenya*, Regional Program on Enterprise Development, Africa Region, The World Bank, Washington, D.C., June 1994.
- Fafchamps, M., "The Enforcement of Commercial Contracts in Ghana," World Development, 24(3): 427-448, March 1996.
- Fafchamps, M., *Market Emergence, Trust and Reputation*, Stanford University, Stanford, February 1998a. (mimeograph).
- Fafchamps, M., *Ethnicity and Credit in African Manufacturing*, Stanford University, Stanford, November 1998b. (mimeograph).
- Fafchamps, M. and Minten, B., "Relationships and Traders in Madagascar," *Journal of Development Studies*, 35(6): 1-35, August 1999a.
- Fafchamps, M. and Minten, B., *Returns to Social Network Capital Among Agricultural Traders*, Department of Economics, Stanford University, Stanford, January 1999b. (mimeograph).
- Fukuyama, F., *Trust: The Social Virtues and the Creation of Prosperity*, The Free Press Paperbacks, New York, 1995.
- Gambetta, D., *Trust: Making and Breaking Cooperative Relations*, Basil Blackwell, New York, 1988.
- Gambetta, D., *The Sicilian Mafia: The Business of Private Protection*, Harvard University Press, Cambridge, Mass., 1993.
- Ghosh, P. and Ray, D., "Cooperation in Community Interaction Without Information Flows," *Review of Economic Studies*, 63: 491-519, 1996.
- Greif, A., "Contract Enforceability and Economic Institutions in Early Trade: The Maghribi Traders' Coalition," *Amer. Econ. Rev.*, 83(3): 525-548, June 1993.
- Greif, A., "Cultural Beliefs and the Organization of Society: A Historical and Theoretical Reflection on Collectivist and Individualist Societies," *J. Polit. Econ.*, 102(5): 912-950, 1994.
- Hart, K., "Kinship, Contract, and Trust: the Economic Organization of Migrants in an African City Slum," *Trust: Making and Breaking Cooperative Relations*, D. Gambetta (ed.), Basil Blackwell, New York, 1988.

- Hendley, K., Murrell, P., and Ryterman, R., Law, Relationships, and Private Enforcement: Transactional Strategies of Russian Enterprises, IRIS, University of Maryland, College Park, September 1998. (mimeograph).
- Himbara, D., "The Failed Africanization of Commerce and Industry in Kenya," World Development, 22(3): 469-482, 1994.
- IFPRI, Une Analyse Descriptive du Marché des Intrants et des Produits Agricoles et du Comportement des Ménages Ruraux à Madagascar, Ministère de la Recherche Scientifique de Madagascar et International Food Policy Research Institute, Washington D.C., April 1998. Special Report Number Two, Submitted to USAID/Madagascar.
- Kandori, M., "Social Norms and Community Enforcement," *Review Econ. Stud.*, 59: 63-80, 1992.
- Kranton, R. E., "The Formation of Cooperative Relationships," *Journal of Law, Economics, and Organizations*, 12(1): 214-233, 1996.
- La Ferrara, E., *Ethnicity and Reciprocity: An Analysis of Credit Transactions in Ghana*, Department of Economics, Harvard University, Cambridge, Mass., May 1997. (mimeograph).
- La Lettre de l'Ocean Indien, "Le Prix des Juges," *La Lettre de l'Ocean Indien*, 868, Indigo Publications, Paris, 31/07/1999. (publication on the web).
- Lonely Planet, Madagascar and Comoros, Lonely Planet Publications, New York, 1994.
- Marris, P., "African Businessmen In a Dual Economy," *Journal of Industrial Economics*, 19: 231-245, 1971.
- McMillan, J., "Markets in Transition," *Advances in Economics and Econometrics: Theory and Applications*, David M. Kreps and Kenneth Wallis, Eds, Cambridge University Press, Cambridge, 1996.
- Merryman, J., "Comparative Law and Social Change: On the Origins, Style, Decline and Revival of the Law and Development Movement," *American Journal of Comparative Law*, 25: 457-483, 1977.
- Messick, R. E., "Judicial Reform and Economic Development: A Survey of the Issues," *World Bank Research Observer*, 14(1): 117-136, February 1999.
- Milgrom, P. R., North, D. C., and Weingast, B., "The Role of Institutions in the Revival of Trade: The Law Merchant, Private Judges, and the Champagne Fairs," *Economics and Politics*, 2(19): 1-23, 1991.
- Minten, B., Randrianarisoa, C., and Zeller, M., "Niveau, Evolution, et Facteurs Déterminants du Riz à Madagascar," *Cahier de la Recherche sur les Politiques Alimentaires*, 8, IFPRI-FOFIFA, Antananarivo, 1998.
- North, D. C., The Rise of the Western World, Cambridge U.P., Cambridge, 1973.
- North, D. C., *Institutions, Institutional Change, and Economic Performance*, Cambridge University Press, Cambridge, 1990.

- Oldeman, L., An Agro-Climatic Characterization of Madagascar, ISRIC, Wageningen, 1990. Technical Paper No. 21.
- Platteau, J., "Behind the Market Stage Where Real Societies Exist: Part II The Role of Moral Norms," *J. Development Studies*, 30(4): 753-815, July 1994.
- Posner, E. A., "The Regulation of Groups: The Influence of Legal and Nonlegal Sanctions on Collective Action," *The University of Chicago Law Review*, 63: 133-197, 1996.
- Posner, R. A., "Creating a Legal Framework for Economic Development," *World Bank Research Observer*, 13(1): 1-11, February 1998.
- Ramiarantsoa, H., Chair de la Terre, Oeil de l'Eau: Paysannerie et Recomposition des Campagnes en Imerina (Madagascar), ORSTOM Editions, Paris, 1995.
- Root, H., *Environment for Investment in Madagascar: Institutional Reform for Market Economy*, Center for Institutional Reform and the Informal Sector, University of Maryland at College Park, College Park, MD, 1993. Country Report No. 11.
- The World Bank, *Madagascar: Beyond Stabilization to Sustainable Growth*, The World Bank, Washington D.C., 1991. Report No. 9109-MAG.
- The World Bank, Madagascar: New Horizons -- Building a Strategy for Private Sector, Export-Led Growth: A Private Sector Assessment, The World Bank, Washington D.C., 1995. Report No. 14385-MAG.
- The World Bank, *Madagascar: Overview of the Coffee Sector*, DECRG, The World Bank, Washington, D.C., 1999. (mimeographed internal report).
- Ministère de la Justice, *Justice Selon les Justiciables: Une enquête auprès des usagers du système judiciaire*, Ministère de la Justice, Gouvernement de Madagascar, Antananarivo, 1999.
- Winn, J. K., "Relational Practices and the Marginalization of Law: Informal Financial Practices of Small Businesses in Taiwan," *Law and Society Review*, 28(2): 193-230, 1994.

Table 1	Characteristics	of Surveyed	Traders
I able I.	CHALACIEHSLICS	UI JUI VEVEU	Hautis

Table 1. Characteristics of Surveyed Traders			
A. Dependent variables	Unit	Mean	Std. dev.
Total annual sales of agricultural food products	US \$ (1)	39337	102087
Total annual value added	US \$ (1)	5862	21731
B. Capital and equipment			
Working capital	US \$ (1)	2061	7635
Dummy if subsidiary	Yes=1	4.7%	
Value of equipment	US \$ (1)	399	2088
Storage capacity	Metric tons	26	134
Number of vehicles	Number	0.14	0.50
Utilization of telephone	Yes=1	16.2%	
C. Labor and management			
Manpower (in months/year)	Month/year	39.5	131.8
Dummy if full time trader	Yes=1	87.3%	
Dummy if trader all year round	Yes=1	83.4%	
Years of schooling of owner/manager	Years	9.1	3.5
Years of experience in agricultural trade	Years	6.0	4.5
Commonly speaks a language other than national language	Yes=1	42.8%	
Gender of trader	Female=1	45.7%	
D. Social capital			
Number of relatives in agric. trade	Number	0.7	1.2
Number of traders known	Number	8.8	9.1
Number of people who can help	Number	2.3	1.7
Number of suppliers known personally	Number	4.6	7.6
Number of clients known personally	Number	8.6	14.2
E. Location			
In capital city	Yes=1	15.7%	
In another city	Yes=1	31.3%	
In Vakinankaratra region	Yes=1	19.9%	
In Fianar/hauts plateaux region	Yes=1	24.9%	
In Fianar/cotes et falaise region	Yes=1	11.5%	
In Majunga/plaines region	Yes=1	12.2%	
In Majunga/plateaux region	Yes=1	13.4%	
(4) O to do to (5000 Fee Melecele	- (- · · 4 LIOA		

⁽¹⁾ Computed using an exchange rate of 5000 Francs Malgaches for 1 US\$.

Table 2. Incidence of Theft and Breach of Contract

1. Theft	Mean	Min.	Мах.
Traders who experienced theft in last 12 months	7.70%		
Value of stolen goods relative to annual sales	0.28%	0.0%	93.0%
2. Late delivery by suppliers			
Traders who experienced late delivery in last 12 months	8.81%		
Proportion of late deliveries in total transactions	1.56%	0.0%	100.0%
3. Deficient quality of deliveries by suppliers			
Traders who experienced deficient quality in last 12 months	20.60%		
Proportion of deficient quality deliveries in total transactions	4.44%	0.0%	100.0%
4. Late payment by clients			
Traders who experienced late payment in last 12 months	30.80%		
Proportion of late payments in total transactions	1.91%	0.0%	100.0%
5. Non-payment by clients			
Traders who experienced non payment in last 12 months	6.82%		
Proportion of non payments in total transactions	0.04%	0.0%	4.2%

Note: the exact number of valid observations varies somewhat from question to question (from 728 to 738).

Table 3. Exposure to Theft and Prevention

Traders who experienced a theft in last 12 months	8%
Of those who experienced a theft:	4007
% who experienced theft at store during the day	42%
% who experienced theft from storage at night	40%
% who experienced theft during transport/consignment	18%
Of those who experienced a theft:	
% who think theft was not due to employee	32%
% who suspect an employee	37%
% who do not know	26%
Traders who refrain from hiring workers for fear of theft	37%
Traders who leave stocks overnight at sales location	72%
Of those who stock overnight:	
% with lock on storage location	99%
% who sleep on premices	64%
% who hire a guard	52%
% who either sleep on premices or hire a guard	95%
Traders who transport goods from one town to another	41%
Of those who transport:	
% who avoid certain locations for fear of theft during transport	4%
% who pay someone for protecting goods in transport	14%
% who travel in convoy	30%
% who either pay for protection or travel in convoy	43%
75 mile charge pay 15. protestion of traver in convey	.070

Table 4. Variation of Quality and Inspection by Trader

Traders' assessment of quality variation	
1. Whether prices vary with product quality	
A lot	33%
A little bit	61%
Not at all	7%
2. Whether product quality varies by region of origin:	1 70
A lot	37%
A little bit	57%
Not at all	6%
3. Whether product quality varies within region of origin:	070
Always	5%
Often	14%
Sometimes	37%
Seldom	36%
Never	7%
140701	1 70
Average price differential between C1 and C2 quality rice (a):	
Retail price	9%
Wholesale price	8%
The second price	• 70
Verification of quality before purchase:	
1. Trader verifies quality:	
Always	84%
Often	13%
Sometimes	2%
Never	1%
2. The person who verifies quality is:	
Trader himself/herself	93%
Family helper	4%
Employee or collecting agent	2%
Nobody	1%
3. Client verifies quality:	
Always	85%
Often	11%
Sometimes	2%
Never	2%
	, ,

(a) Source: National Statistical Bureau, computed from dayly price figures of Antananarivo, 1997.

Table 5. Exposure and Incidence

1. Theft and storage				
Trader leaves stocks overnight on sales location	Yes	No	t-stat.	p-value
Value of stolen goods relative to annual sales	0.38%	0.00%	-1.9016	0.0578
Number of observations	526	198		
2. Theft and transport				
Trader transports goods from one location to another	Yes	No	t-stat.	p-value
Value of stolen goods relative to annual sales	0.28%	0.28%	-0.0268	0.9786
Number of observations	307	423		
3. Late delivery by suppliers				
Trader places orders with suppliers	Yes	No	t-stat.	p-value
Proportion of transactions with late delivery	10.55%	0.00%	-5.8100	0.0000
Number of observations	108	620		
4. Deficient quality of deliveries by suppliers				
Trader always inspects quality of supplies	Yes	No	t-stat.	p-value
Proportion of transactions with deficient quality	4.19%	5.76%	0.9070	0.3660
Number of observations	616	112		
5. Late payment by clients				
Trader grants credit to at least some clients	Yes	No	t-stat.	p-value
Proportion of transactions with late payment	3.77%	0.33%	-4.3800	0.0000
Number of observations	336	396		
6. Non-payment by clients				
Trader grants credit to at least some clients	Yes	No	t-stat.	p-value
Proportion of transactions with non-payment	0.08%	0.00%	-3.1191	0.0200
Number of observations	336	396		

Note: Test of equality of variance rejected in all cases. All t-tests conducted without assuming equality of variance.

Table 6. Determinants of the Incidence of Theft

The dependent variable is the value of annual losses due to theft divided by total annual sales. Tobit estimates reported.

Exposure factors Night storage at sales location	Yes=1	Coef.	t-stat.	Coef. 0.465	<i>t-stat.</i> 4.356 a	Coef. 0.297	<i>t-stat.</i> 2.370 p
Storage capacity	Log(x+1)			0.020	1.577 a	0.040	2.204 p
Trader characteristics							
Total sales	Value	0.029	2.274 p	-0.008	-0.539 p	0.008	0.603 p
Years of schooling	Value	0.000	0.108	-0.002	-0.439	-0.005	-1.094
Years of experience	Log(x+1)	-0.021	-0.887	-0.023	-0.980	-0.038	-1.585
Location dummies							
In capital city	Yes=1	-0.082	-1.136	-0.079	-1.176	-0.044	-0.614
In another urban location	Yes=1	-0.031	-0.844	-0.030	-0.829	-0.022	-0.600
In Vakinankaratra region	Yes=1	-0.091	-1.225	-0.074	-1.073	-0.051	-0.693
In Fianar/hauts plateaux region	Yes=1	-0.108	-1.473	-0.095	-1.372	-0.081	-1.119
In Fianar/cotes et falaise region	Yes=1	-0.100	-1.291	-0.068	-0.921	0.016	0.200
In Majunga/plaines region	Yes=1	-0.102	-1.215	0.242	2.225	0.233	1.738
In Majunga/plateaux region	Yes=1	-0.079	-1.031	0.122	1.415	0.169	1.455
Intercept		-0.463	-2.912	-0.508	-2.709	-0.541	-2.995
Selection-term		0.181		0.169		0.176	
Number of observations		672		672		672	
% zero observations		92%		92%		92%	
Pseudo R-square		0.0619		0.2901		0.1416	

Notes: a = actual value used as regressor. p = predicted value used as regressor. See text for details.

Table 7. Determinants of the Incidence of Late Delivery by Suppliers

The dependent variable is the proportion of late deliveries in total purchase transactions. Tobit estimates reported.

Exposure factors		Coef.	t-stat.	Coef.	t-stat.	Coef.	t-stat.
Respondent places orders	Yes=1			а		1.085	3.551 p
Trader characteristics							
Total sales	Value	-0.005	-0.160 p	-0.044	-1.345 p	-0.006	-0.178 p
Years of schooling	Value	0.009	0.868	0.004	0.451	0.002	0.158
Years of experience	Log(x+1)	-0.036	-0.730	-0.009	-0.199	-0.033	-0.664
# relatives in agricultural trade	Log(x+1)	0.153	2.590	0.002	0.031	0.060	0.976
# suppliers known personally	Log(x+1)	0.071	1.497	0.019	0.401	-0.008	-0.156
Location dummies							
Antananarivo	Yes=1	0.024	0.147	0.061	0.435	0.135	0.783
Other urban location	Yes=1	-0.044	-0.503	0.082	0.937	-0.020	-0.221
In Vakinankaratra region	Yes=1	-0.137	-0.834	-0.208	-1.498	-0.044	-0.255
In Fianar/hauts plateaux region	Yes=1	-0.323	-1.850	-0.311	-2.095	-0.125	-0.665
In Fianar/cotes et falaise region	Yes=1	-0.298	-1.612	-0.226	-1.381	-0.077	-0.385
In Majunga/plaines region	Yes=1	-0.330	-1.520	-0.413	-2.043	-0.209	-0.940
In Majunga/plateaux region	Yes=1	-2.364		-1.813		-2.222	
Intercept		-0.503	-1.298	0.604	1.650	-0.621	-1.576
Selection-term		0.415		0.253		0.408	
Number of observations		669		100		669	
% zero observations		91%		43%		91%	
Pseudo R-square		0.1908		0.350		0.237	

Notes: a = late deveries not observed when no orders are placed. <math>p = predicted value used as regressor. See text for details.

Table 8. Determinants of the Incidence of Deficient Quality Deliveries by Suppliers

The dependent variable is the proportion of deficient quality deliveries in total purchase transactions. Tobit estimates reported.

Exposure factors		Coef.	t-stat.	Coef.	t-stat.	Coef.	t-stat.
Verification of quality	Code (c)			0.045	1.207 a	0.024	0.642 p
Trader characteristics							
Total sales	Value	0.007	0.306 p	0.005	0.214 p	0.004	0.159 p
Years of schooling	Value	-0.008	-1.124	-0.008	-1.158	-0.008	-1.170
Years of experience	Log(x+1)	-0.063	-1.870	-0.064	-1.895	-0.061	-1.804
# relatives in agricultural trade	Log(x+1)	0.160	3.988	0.167	4.123	0.178	3.624
# suppliers known personally	Log(x+1)	0.039	1.190	0.044	1.353	0.043	1.303
Location dummies							
Antananarivo	Yes=1	-0.028	-0.243	-0.033	-0.291	-0.044	-0.373
Other urban location	Yes=1	-0.020	-0.350	-0.014	-0.247	-0.008	-0.137
In Vakinankaratra region	Yes=1	0.097	0.842	0.096	0.841	0.080	0.685
In Fianar/hauts plateaux region	Yes=1	-0.370	-2.965	-0.370	-2.976	-0.384	-3.035
In Fianar/cotes et falaise region	Yes=1	-0.236	-1.857	-0.238	-1.883	-0.253	-1.955
In Majunga/plaines region	Yes=1	-0.507	-3.049	-0.495	-2.983	-0.490	-2.920
In Majunga/plateaux region	Yes=1	-2.163		-2.145		-2.137	
Intercept		-0.157	-0.614	-0.197	-0.769	-0.089	-0.322
Selection-term		0.354		0.352		0.353	
Number of observations		669		669		669	
% zero observations		79%		79%		79%	
Pseudo R-square		0.327		0.330		0.328	

Notes: a = actual value used as regressor. p = predicted value used as regressor. See text for details. Code (c) as follows: 1 = always verifies quality; 2 = often; 3 = sometimes; 4 = rarely; 5 = never.

Table 9. Determinants of the Incidence of Late Payment by Clients
The dependent variable is the proportion of late payments in total sales transactions. Tobit estimates reported.

Exposure factors		Coef.	t-stat.	Coef.	t-stat.	Coef.	t-stat.
Credit sales in total sales	Share			0.433	7.579 a	0.189	2.491 p
Trader characteristics							
Total sales	Value	0.026	2.519 p	0.001	0.060 p	0.018	1.684 p
Years of schooling	Value	0.000	0.138	0.001	0.318	-0.000	-0.111
Years of experience	Log(x+1)	0.024	1.401	0.007	0.431	0.008	0.463
# relatives in agricultural trade	Log(x+1)	0.028	1.428	0.024	1.244	0.030	1.556
# clients known personally	Log(x+1)	0.016	1.254	0.014	1.085	0.002	0.161
Location dummies							
Antananarivo	Yes=1	-0.201	-3.370	-0.140	-2.402	-0.149	-2.356
Other urban location	Yes=1	-0.057	-2.135	-0.031	-1.180	-0.047	-1.761
In Vakinankaratra region	Yes=1	-0.115	-1.946	-0.050	-0.869	-0.066	-1.051
In Fianar/hauts plateaux region	Yes=1	-0.279	-4.621	-0.265	-4.509	-0.249	-4.062
In Fianar/cotes et falaise region	Yes=1	-0.247	-3.995	-0.223	-3.711	-0.215	-3.412
In Majunga/plaines region	Yes=1	-0.298	-4.169	-0.217	-3.100	-0.227	-2.955
In Majunga/plateaux region	Yes=1	-0.332	-4.842	-0.246	-3.658	-0.255	-3.407
Intercept		-0.263	-2.126	-0.087	-0.699	-0.171	-1.330
Selection-term		0.192		0.184		0.192	
Number of observations		672		672		672	
% zero observations		69%		69%		69%	
Pseudo R-square		0.313		0.485		0.330	

Notes: a = actual value used as regressor. p = predicted value used as regressor. See text for details.

Table 10. Determinants of the Incidence of Non-Payment by Clients

The dependent variable is the proportion of non-payments in total sales transactions. Tobit estimates reported.

Exposure factors		Coef.	t-stat.	Coef.	t-stat.	Coef.	t-stat.
Credit sales in total sales	Share			0.013	1.762 a	-0.003	-0.330 p
Trader characteristics							
Total sales	Value	0.002	1.910 p	0.002	1.237 p	0.003	1.916 p
Years of schooling	Value	0.001	1.723	0.001	1.817	0.001	1.746
Years of experience	Log(x+1)	0.000	0.203	0.000	0.059	0.001	0.307
# relatives in agricultural trade	Log(x+1)	0.005	2.194	0.005	2.146	0.005	2.203
# clients known personally	Log(x+1)	-0.002	-1.271	-0.002	-1.293	-0.002	-0.963
Location dummies							
Antananarivo	Yes=1	-0.009	-1.597	-0.007	-1.237	-0.010	-1.593
Other urban location	Yes=1	-0.003	-0.770	-0.002	-0.555	-0.003	-0.802
In Vakinankaratra region	Yes=1	-0.015	-2.431	-0.013	-2.067	-0.016	-2.368
In Fianar/hauts plateaux region	Yes=1	-0.023	-3.588	-0.022	-3.394	-0.024	-3.536
In Fianar/cotes et falaise region	Yes=1	-0.024	-3.456	-0.023	-3.279	-0.025	-3.415
In Majunga/plaines region	Yes=1	-0.025	-2.818	-0.023	-2.504	-0.027	-2.745
In Majunga/plateaux region	Yes=1	-0.026	-3.151	-0.024	-2.798	-0.027	-2.996
Intercept		-0.038	-2.506	-0.034	-2.162	-0.040	-2.469
Selection-term		0.015		0.015		0.015	
Number of observations		672		672		672	
% zero observations		93%		93%		93%	
Pseudo R-square		-3.436		-3.631		-3.442	

Notes: a = actual value used as regressor. p = predicted value used as regressor. See text for details.

Table 11. Recourse to Legal Institutions

A. Theft:	
Trader sought help of the police	37.5%
Trader went to court	10.7%
Number of observations:	57
B. Disputes with clients and suppliers:	
Traders who ever used the following in a dispute with client or su	pplier:
A third party as mediator or arbitrator	14.0%
The police	4.0%
A lawyer	0.6%
A court	0.7%
Number of observations:	729
Conflict resolution methods used during the last incidence of:	
Breach of contract by supplier:	
Trader negotiated directly with supplier	86.0%
Trader sought help of mediator	3.4%
Trader sought help of lawyer	0.0%
Trader threatened to go to the police	0.0%
Trader threatened to go to court	0.6%
Number of observations:	178
2. Breach of contract by client:	
Trader negotiated directly with client	93.6%
Trader sought help of mediator	9.1%
Trader sought help of lawyer	0.5%
Trader threatened to go to the police	3.6%
Trader threatened to go to court	0.9%
Number of observations:	220

Table 12. Determinants of Choice of Dispute Resolution Method Probit estimates reported.

Probit estimates reported.							
		Dispute with:		Dispute with: Client			
		Supp					
Dependent variable		Direct negotiation		Direct neg	otiation	Use of Mediator	
Value		Yes=1		Yes=1		Yes=1	
Characteristics of transaction:		Coef.	z stat	Coef.	z stat	Coef.	z stat
Case of deficient quality	Yes=1	0.196	0.616	n.a.		n.a.	
Length of relationship	Log(x+1)	0.216	4.418	0.072	1.185	0.738	3.273
Amount paid (supplier)/ due (client)	Log(x+1)	0.055	1.991	0.227	4.974	-0.094	-0.968
Characteristic of trader							
Total sales	Log(x)	-0.118	-0.961	0.132	1.057	0.231	1.991
# relatives in agricultural trade	Log(x+1)	-0.234	-1.058	-0.792	-3.457	-0.505	-1.927
# suppliers/clients known personally	Log(x+1)	0.332	1.729	0.383	1.846	0.104	0.531
Intercept		0.918	0.666	-3.163	-2.147	-7.512	-3.849
Number of observations		180		246		246	
Pseudo R-square		0.229		0.522		0.215	

Table 13. Determinants of Conflict Resolution with Suppliers Probit estimates reported.

•		Dispute is resolved (Yes=1)				Trade is resumed (Yes=1)			
Method of dispute resolution		Coef.	t-stat.	Coef.	t-stat.	Coef.	t-stat.	Coef.	t-stat.
Direct negotiations with supplier	Yes=1			2.805	4.585			0.793	1.887
Characteristics of transaction									
Dispute is about quality	Yes=1	-0.711	-1.912	-0.538	-1.335	0.191	0.596	0.232	0.706
Days of trade with supplier	Log(x+1)	0.036	0.751	-0.011	-0.185	-0.021	-0.414	-0.053	-0.962
Amount already paid to supplier	Log(x+1)	-0.037	-1.454	-0.040	-1.363	-0.025	-0.933	-0.027	-1.022
Characteristics of trader									
Total annual sales	Value	0.299	2.177	0.458	2.747	0.259	1.798	0.304	1.982
# relatives in agricultural trade	Log(x+1)	-0.333	-1.623	-0.326	-1.311	0.054	0.230	0.076	0.328
# suppliers known personally	Log(x+1)	0.364	1.680	0.175	0.663	0.129	0.639	0.060	0.286
Intercept		-2.012	-1.278	-5.879	-2.861	-1.696	-1.068	-2.645	-1.523
Number of observations		167		167		171		171	
Pseudo R-square		0.177		0.412		0.049		0.081	

Note: Results give the outcome of a contractual dispute conditional on a dispute having occurred.

Table 14. Determinants of Conflict Resolution with Clients

Probit estimates reported.

		Dispute is resolved (Yes=1)				Trade is resumed (Yes=1)			
Method of dispute resolution		Coef.	t-stat.	Coef.	t-stat.	Coef.	t-stat.	Coef.	t-stat.
Direct negotiations with client				2.375	3.851			1.680	3.743
Recourse to third-party mediato	r			-1.042	-2.943			-0.925	-2.650
Recourse to lawyer				-0.536	-0.968			-2.014	-2.805
Characteristics of transaction									
Days of trade with client	Log(x+1)	-0.028	-0.586	-0.016	-0.299	-0.064	-1.366	-0.065	-1.227
Value of the sales transaction	Log(x+1)	0.048	0.783	0.052	0.758	-0.056	-1.381	-0.136	-2.864
Characteristics of trader									
Total annual sales	Value	0.040	0.457	0.031	0.313	0.033	0.413	0.079	0.913
# relatives in agricultural trade	Log(x+1)	-0.614	-3.555	-0.571	-2.696	-0.481	-2.937	-0.501	-2.604
# clients known personally	Log(x+1)	0.603	3.697	0.713	3.781	0.397	2.617	0.491	2.810
Intercept		-0.975	-0.923	-3.288	-2.589	0.746	0.792	-0.402	-0.393
Number of observations		223		222		235		231	
Pseudo R-square		0.122		0.286		0.077		0.244	

Note: Results give the outcome of a contractual dispute conditional on a dispute having occurred.

Table 15. Trade Credit

	With	With
A. Procedure to obtain/grant supplier credit	Suppliers	Clients
Purchase several times	83.0%	72.4%
in which case, how many times	7	9
Be referred by another trader	11.3%	17.1%
Provide a bank guarantee or give a deposit	1.5%	2.4%
Fill in forms	0.5%	1.8%
B. Action taken in case of non payment	Supplier	Client
Stop deliveries	77.7%	88.9%
Go to the police	1.6%	4.4%
Go to court	0.5%	1.8%
C. Loss of credit with other suppliers	Supplier	Client
Very unlikely	11.3%	20.9%
Unlikely	40.2%	58.7%
Likely	31.4%	15.4%
Very likely	17.0%	4.9%
Number of observations	195	342

Note: Data collected only from respondents who receive or give supplier cred

Table 16. Screening of Potential Trade Credit Recipients

A. Source of information on client

Obtain information from client himself/herself	95.9%
Obtain information from other traders	24.0%
Obtain information from other sources	12.3%
Obtain information from client's bank	1.2%

B. Information sharing with other traders about bad clients

Once a day	1.5%
Once a week	1.7%
Once a month	10.1%
Occasionally	62.6%
Never	24.1%

Number of observations: 344

Note: Data collected only from respondents who give credit to clients.

Appendix A. Instrumenting Regression for Total Sales

A. Capital and equipment		Coef.	t stat.
Working capital	Log(x)	0.209	6.720
Dummy if subsidiary	Yes=1	1.072	5.018
Value of equipment	Log(x+1)	0.042	1.656
Storage capacity	Log(x+1)	0.174	3.932
Number of vehicles	Log(x+1)	-0.210	-0.955
Utilization of telephone	Yes=1	0.368	2.613
B. Labor and management			
Age of trader	Value	0.010	1.880
Sexe of trader	Male=1	-0.115	-1.269
Manpower (in months/year)	Log(x)	0.515	5.394
% family labor in total labor force	share	-0.255	-1.412
Dummy if full time trader	Yes=1	0.138	0.909
Dummy if trader all year round	Yes=1	0.394	2.833
Years of schooling of owner/manager	Level	0.026	1.614
Years of experience in agricultural trade	Log(x+1)	0.020	0.268
Speaks another language	Yes=1	-0.156	-1.373
C. Social capital	162=1	-0.136	-1.373
-	1 00/211	0.225	2 400
Number of relatives in agric. trade	Log(x+1)	-0.225	-2.186 1.994
Number of traders known	Log(x+1)	0.137	
Number of people who can help	Log(x+1)	0.307	3.541
Number of suppliers known personally	Log(x+1)	0.053	0.852
Number of clients known personally	Log(x+1)	0.104	1.695
D. Entrepreneur's wealth			
Value of home	Log(x+1)	-0.000	-0.683
E. Entrepreneur's attitude			
Propensity to invest in business	Index	-0.145	-2.448
Propensity to save	Index	-0.103	-2.665
Propensity to spend on durables	Index	-0.023	-0.593
Individualism	Index	-0.063	-1.048
Altruism	Index	-0.016	-0.305
F. Entrepreneur's family background			
Father has primary education	Yes=1	-0.045	-0.362
Mother has primary education	Yes=1	0.071	0.567
Father has secondary education	Yes=1	0.196	1.314
Mother has secondary education	Yes=1	0.056	0.305
Father's years of trade experience	Log(x+1)	0.110	1.183
Mother's years of trade experience	Log(x+1)	-0.124	-1.272
Father's years of ag. trade exper.	Log(x+1)	-0.050	-0.411
Mother's years of ag. trade exper.	Log(x+1)	0.003	0.024
Number of adult brothers	Log(x+1)	0.006	0.197
Number of adult sisters	Log(x+1)	0.081	2.608
F. Shocks	209(7.17	0.001	2.000
Aggregate sales shock	Ratio	0.161	1.985
G. Location	Ratio	0.101	1.505
In capital city	Yes=1	-0.566	-1.591
In another city	Yes=1	0.272	2.240
•	Yes=1		
In Vakinankaratra region		-0.457	-1.384
In Figure / Land In Figure / L	Yes=1	-1.140 1.043	-3.100 2.796
In Fianar/cotes et falaise region	Yes=1	-1.043	-2.786
In Majunga/plaines region	Yes=1	-0.388	-0.979
In Majunga/plateaux region	Yes=1	-0.939	-2.404
Intercept		6.552	10.465
Novel or of the C		070	
Number of observations		672	
R-squared		0.620	

Appendix B: Determinants of Exposure to Risk

Appendix B: Determinants of Expos	sure to Kisi	Stora capa	city	Overi	age	Placem	ers	Qua verific	ation	Shar credit pu	rchases
Dependent variable: Estimator:		Log(x	-	Yes		Yes		Rank fro		Sha	
A. Wealth		Tol <i>Coef.</i>	บแ <i>t-stat.</i>	Pro <i>Coef.</i>	t-stat.	Pro <i>Coef.</i>	t-stat.	Ordered Coef.	t-stat.	2-limit Coef.	t-stat.
Value of home	Value	0.000	8.055	0.000	2.427	-0.000	-1.031	-0.000	-0.731	0.000	2.364
B. Human capital	value	0.000	0.000	0.000	2.421	-0.000	-1.031	-0.000	-0.731	0.000	2.304
Age of trader	Value	0.033	5.292	0.019	1.515	0.017	2.075	0.004	0.512	0.001	0.370
Sexe of trader	Male=1	-0.190	-1.777	-0.068	-0.328	-0.041	-0.298	0.169	1.218	-0.033	-1.392
Years of schooling	Value	0.138	2.254	0.049	1.363	0.027	1.236	0.014	0.538	0.007	1.672
Years of trade experience	Log(x+1)	0.043	0.478	0.071	0.384	0.007	0.059	-0.098	-0.726	0.062	2.940
C. Social network capital	20g(x)	0.0.0	0.110	0.07	0.001	0.001	0.000	0.000	0.7.20	0.002	
# relatives in ag. trade	Log(x+1)	0.038	0.306	0.115	0.419	0.154	1.058	-0.722	-4.218	-0.034	-1.267
# traders known	Log(x+1)	-0.069	-0.849	-0.093	-0.546	-0.229	-2.274	-0.122	-1.093	0.039	2.135
# people who can help	Log(x+1)	0.060	0.576	0.432	2.127	-0.011	-0.085	0.254	1.729	0.025	1.088
# suppliers known pers.	Log(x+1)	0.180	2.473	0.013	0.096	0.329	3.409	-0.157	-1.664	-0.030	-1.929
# clients known pers.	Log(x+1)	0.074	1.019	0.188	1.285	0.030	0.327	0.180	1.778	0.082	4.860
D. Personal traits	-3()										
Propensity to invest in business	Index	0.182	2.640	0.206	1.598	-0.076	-0.829	-0.224	-1.939	-0.051	-3.117
Propensity to save	Index	-0.010	-0.219	-0.127	-1.420	0.056	1.021	-0.204	-3.261	-0.053	-5.383
Propensity to spend on durables	Index	-0.062	-1.353	-0.038	-0.422	-0.043	-0.783	-0.114	-1.933	-0.017	-1.710
Individualism	Index	0.050	0.699	-0.150	-1.068	0.118	1.403	-0.169	-1.648	0.013	0.841
Altruism	Index	-0.040	-0.646	0.373	2.743	-0.261	-3.288	0.012	0.144	-0.017	-1.234
E. Family background											
Father has primary education	Yes=1	0.091	0.614	0.155	0.500	0.301	1.571	0.078	0.362	0.020	0.602
Mother has primary education	Yes=1	-0.189	-1.254	-0.590	-1.849	-0.326	-1.726	0.146	0.707	-0.011	-0.312
Father has high school educ.	Yes=1	0.358	1.992	0.046	0.132	0.556	2.446	0.000	0.001	-0.010	-0.250
Mother has high school educ.	Yes=1	0.230	1.043	-0.144	-0.344	-0.422	-1.507	0.369	1.256	0.021	0.422
Father's years of trade experience	Log(x+1)	0.002	0.013	0.461	2.439	-0.046	-0.356	-0.189	-1.380	-0.007	-0.286
Mother's years of trade experience	Log(x+1)	0.026	0.212	-0.283	-1.688	0.164	1.280	0.341	2.552	0.015	0.639
Father's years of ag. trade exper.	Log(x+1)	-0.070	-0.467	-0.751	-3.062	0.101	0.628	0.184	1.085	0.028	0.954
Mother's years of ag. trade exper.	Log(x+1)	0.114	0.775	0.584	2.523	-0.175	-1.117	-0.373	-2.251	-0.026	-0.883
Number of adult brothers	Value	-0.076	-2.125	0.125	1.732	-0.011	-0.232	0.075	1.467	0.017	2.172
Number of adult sisters	Value	-0.008	-0.200	-0.087	-1.215	-0.055	-1.187	-0.042	-0.805	0.030	3.613
F. Location											
In capital city	Yes=1	0.379	0.914	-4.614	-5.033	0.213	0.443	-0.097	-0.152	-0.300	-3.528
In another urban location	Yes=1	-0.139	-0.986	0.325	1.022	-0.010	-0.055	-0.357	-1.943	-0.036	-1.162
In Vakinankaratra region	Yes=1	0.315	0.804	-4.626	-4.713	0.143	0.322	0.265	0.433	-0.313	-3.916
In Fianar/hauts plateaux region	Yes=1	0.389	0.913	-5.065	-5.117	-0.024	-0.048	0.058	0.088	-0.210	-2.389
In Fianar/cotes et falaise region	Yes=1	-0.420	-0.979	-6.029	-6.079	-0.174	-0.344	0.198	0.304	-0.227	-2.574
In Majunga/plaines region	Yes=1	-1.044	-2.282	-9.513	-8.942	0.400	0.727	-0.955	-1.249	-0.416	-4.165
In Majunga/plateaux region	Yes=1	-0.240	-0.555	-8.976	-9.031	-0.113	-0.212	-1.413	-1.933	-0.460	-4.943
Intercept Second intercept (ordered probit only)		-0.420	-0.687	4.546		-1.675	-2.247	0.849		0.136	1.037
Third intercept (ordered probit only) Selection-term (tobit only)		1.289						1.330		0.250	
Number of observations Pseudo R-square		696 0.1224		704 0.7391		703 0.1471		700 0.2419		704 0.4607	