

THE REGISTRATION OF GROUP RANCHES AMONG THE MASAI
OF KENYA: SOME LEGAL PROBLEMS

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INTRODUCTION

Attempts by the colonial administration to conserve and develop the range areas of Masailand met with little success. The introduction of the cash economy and a formal educational system never had the impact on the pastoral Masai that it had on the settled agricultural peoples of Kenya, and at the time of independence in 1963, the vast majority of the Masai were leading a recognisable traditional way of life, moving seasonally with their herds across the plains in search of pasture.¹ However, in the late 1950's and the early 1960's two developments occurred which threatened their future and called for more active government intervention on their behalf. In the first place, the Masai realised with increasing concern that large areas of their land, particularly land of high agricultural potential, were being settled by non-Masai. While in the past the Masai had generally welcomed outsiders, giving them land and sometimes marrying their women, the considerable influx of land-hungry Kikuyu in the post-war period was bound to cause some alarm, especially as they settled on some of the best agricultural land.² Secondly, some of the more educated Masai began to establish individual ranches. This seems to have started in 1955 in the Trans-Mara area,³ but thereafter there was a growing demand for the demarcation and enclosure of individual ranches in both Kajiado and Narok Districts. Although this trend was warmly greeted by the colonial administration as manifesting a "change of heart" on the part of the Masai,⁴ the number of Masai involved was actually very small. Nevertheless, it soon became clear⁵ that these two trends could lead to the point where tens of thousands of Masai would be forced with their herds into the driest, least fertile areas which were totally incapable of supporting them.⁶

After Kenya became independent, the Masai were able to channel their grievances through their elected representatives and to exert pressure on a government publicly committed to the development of the rural areas. Moreover, it was hardly surprising that a government which saw the adjudication and registration of individual titles as a necessary precondition to the development of the settled agricultural areas of Kenya should contemplate extending the land adjudication programme to Masailand.⁷ After all, the purpose of the programme was to give the farmer security of

tenure based on his registered title and thus to promote development by providing both the incentive to invest in his land and the opportunity to raise credit. Nevertheless, it was far from clear how best the programme should be extended to Masailand and it was left to the mission appointed to consider land consolidation and registration in Kenya to make proposals in this regard.

The mission strongly favoured the establishment and registration of group ranches; such a policy would protect the Masai from further encroachments on their land, would enable the government to achieve economies of scale in its provision of services, and, most important of all, was seen as a "prerequisite to the loan of money for development purposes."⁸ The mission proposed, accordingly, that the law should be amended to enable a group to be registered as the owner of land "where that group has, under recognised customary law, exercised rights in or over land which should be recognised as ownership."⁹ The draft adjudication bill appended to the report was also designed to provide for the establishment of a system of group representatives who would have exclusive powers to deal with the group land; nothing more was mentioned in the bill about the groups or the group representatives though it was proposed to amend the Registered Land Act 1963 in order to deal with the appointment, removal, and replacement of representatives. Although the government accepted these proposals in principle, it felt that a more detailed statutory framework was needed to ensure the effective operation of the group ranches.¹⁰ A separate bill for this purpose was therefore drafted and enacted as the Land (Group Representatives) Act 1968. In sharp contrast to the mission's proposals this act introduces a system of considerable complexity.

THE PROVISIONS OF THE LAND (GROUP REPRESENTATIVES) ACT

Where during land adjudication a group has been recorded as the owner of land, the adjudication officer is required by the Land Adjudication Act 1968 to cause the group to be advised to apply for group representatives to be incorporated under the Land (Group Representatives) Act 1968 and to notify the Registrar of Group Representatives that the group has been so advised.¹¹ The registrar then convenes a meeting of the members to adopt a constitution, to elect not more than ten and not less than three group representatives and to elect persons to be officers of the group in accordance with the constitution.¹² The elected representatives must then apply to be incorporated.¹³ As a body corporate, they are registered as the proprietors of the land;¹⁴ they have perpetual succession,¹⁵ the power to sue and be sued

in their corporate name and the power to acquire, hold, charge and dispose of property of any kind, and to borrow money with or without giving security.¹⁶ They are required, however, to exercise their powers on behalf and for the collective benefit of all members of the group, and fully and effectively to consult the other members of the group on such exercise.¹⁷

Provision is also made for the replacement of group representatives,¹⁸ and group representatives are empowered to apply to the registrar for his consent for the amendment of the name, constitution or rules of the group, or for the dissolution of the incorporated group representatives.¹⁹ There is provision for group meeting, though no business is to be transacted at a meeting unless at least sixty percent of the members are present.²⁰ The groups are required to keep registers of members and books of account, and accounts must be rendered to the members at least once a year.²¹

Finally the minister is specifically empowered to make regulations prescribing provisions which must be contained in the constitution of a group or provisions which are deemed to be part of that constitution unless specifically excluded.²² In the exercise of these powers the minister made the Land (Group Representatives) (Prescribed Provisions) Order 1969,²³ which prescribes in considerable detail the provisions which must form part or are deemed to form part of every constitution.

Although the legal provisions are more complex than the Lawrence Mission had advised, the programme has been prosecuted with great vigour; the whole of Kajiado District and most of Narok District have been adjudicated and a large number of group ranches established and registered. The programme requires major changes of behaviour on the part of the Masai and as such represents an ambitious piece of social engineering. It is the purpose of this article to examine the working of the programme and to consider the sort of constraints that limit the effectiveness of law as an instrument of social change.²⁴

THE LAND (GROUP REPRESENTATIVES) ACT IN OPERATION²⁵

I. The Ranches

The principal unity of cattle management among the pastoral Masai is the kraal-camp, consisting of several independent polygynous families joined together by a common interest in the economic exploitation of their immediate vicinity.²⁶ In such camps there

is no formal system of leadership and members may always leave one camp and apply to join another. A group of kraal-camps tends to gather round a dry-season water supply. Such a group is known as an enkutoto, a "settlement association," and is a fairly stable unit. In parts of Masailand there is a seasonal migration of some fifteen or twenty miles between dry and wet season pastures; in other parts there is no migration at all, the cattle being driven further and further to pasture throughout the dry season. These "settlement associations" (inkutot) are the smallest formal political segments of the Masai people, seen by themselves and others as separate corporate entities with their own kind of government, machinery for dispute settlement, and customary rights of priority to certain lands and sources of water. Attempts to organise grazing blocks on clan lines have failed in the past because clan systems cut across the boundaries of sub-tribe, enkutoto and kraal-camp. Clearly it is the enkutoto that must be used as the basis for any range development programme; indeed one student of the Masai recommended the incorporation of each enkutoto, and the vesting of the legal title to the land in the enkutoto, each individual or family becoming a shareholder.²⁷

When group ranches were established in Kajiado District, however, they were not based on traditional units and boundaries, even though the word "enkutoto" was sometimes used to refer to a group ranch.²⁸ As a result, there is little sense of solidarity among members, for within any given group ranch there may exist a number of conflicting units. Moreover there will be little respect for ranch boundaries which cross traditional migration routes. Similarly in Narok District no attempt has been made to base group ranches on traditional units, even though lip-service is sometimes paid to the idea. The land adjudication authorities seem to establish group ranches where convenient boundaries (e.g. rivers) already exist; ranchers using land on both sides of a projected boundary are required to elect for one group ranch or the other. It is hardly surprising that disputes arise. In one case,²⁹ a certain river appeared to mark a clear boundary between two groups of Masai, the Ilmashariani section and the Siabei section. However, the Siabei people objected to the Ilmashariani adjudication register on the ground that they had customarily crossed the river during the wet season to graze their cattle on land designated to form part of the Ilmashariani Group Ranch. The adjudication officer, while recognising the existence of this custom, rejected the objection on the ground that the Ilmashariani people had used the disputed land all the year round whereas the Siabei had only used it seasonally. The consequence of the decision is that the Siabei will cease to enjoy a valuable right of grazing. On the other hand, they may continue to graze their cattle on the disputed land, ignoring the ranch boundaries, and

this in turn may give rise to bad feeling and even violence between groups that formerly coexisted amicably. This sort of problem will arise wherever a ranch boundary conflicts with customary grazing patterns.

II. The Representatives

The Land (Group Representatives) Act is not the first example in Africa of a law providing for the registration of title to land in the name of a group representative or group representatives. To deal with the problems that had arisen in connection with family land, the Lagos Registered Land Acts 1964 and 1965 provided for the registration of a number of family representatives as the proprietors of family land. The Customary Land (Development) Act 1967 of Malawi provides for the registration of the family head as the proprietor of family land. Both the Lagos and the Malawi statutes may be regarded as attempts to give legislative effect to the customary powers of land administration exercised by family elders. The same cannot be said of the Kenyan Act. As a body the group representatives enjoy no traditional legitimacy whatever; indeed the whole notion of administration by a board of elected representatives is utterly alien to the Masai way of life.³⁰

In practice, there are no real elections, though matters are generally so organised that each of the main family groups is represented, usually by its head or by one of its older members. Group representatives are rarely either young or educated. Thus on one ranch studied four representatives (including the chairman and vice-chairman) were senior elders aged between 48 and 62, four (including the secretary and the treasurer) were junior elders aged between 38 and 48 and two were senior warriors aged between 26 and 38. Only one representative speaks English; indeed the majority of the group representatives and the group members alike are illiterate. It is hardly surprising that group representatives appear to have little sense of collective responsibility and that commitment to a group ranch, an essentially artificial creation, is small. Although representatives are required to consult group members on the exercise of their powers, group meetings are uncommon. Indeed meetings of the representatives themselves seldom take place. As a body they hardly exist; they neither exercise their powers nor carry out their duties. Far from cooperating to ensure the successful establishment and the smooth administration of the group ranches, there is evidence that individual representatives may exploit their position to promote their own interests and those of their families; nor is it surprising that they should choose to satisfy the familiar

and immediate expectations of their kinsmen in preference to the remote and uncertain demands of government policy. Some representatives, frustrated apparently by the "traditionalism" of their fellow-members, favour the dissolution of the ranches and the division of the land into individual holdings. One or two representatives have even made attempts to establish their own individual ranches on group land. While the government is unlikely to countenance the dissolution of group ranches, there does exist a certain scepticism regarding the future of the ranches on the part of just those people on whom the success of the programme largely depends.

III. The Members

(a) Definition of Members

The group representatives also constitute the adjudication committee for the particular adjudication section and it is they who determine questions of group membership. At the time of land adjudication a register of members is drawn up and it is the duty of the group to maintain this register.³¹ The register does not, however, contain the names of everyone entitled to live on the ranch; in practice it only contains the names of adult, married males.³² Moreover, the names of males who subsequently come of age and marry are not entered on the register, though when a member dies his adult sons are entered on the register in his place.³³ Perhaps it is felt that the register would become unworkable if it contained the names of all those entitled to live on the ranch or, at least, the names of all the adult males so entitled; on the other hand the passage of time is going to make it harder for the families of persons who are not registered to prove their right to live there.

There is nothing in the law to prevent a person becoming a member of more than one ranch, though this is officially discouraged and in practice rarely occurs. Moreover, while there is nothing to stop a group ranch member from acquiring an individual ranch, it is extremely rare for an individual ranch owner to be allowed to join a group ranch. The vast majority of members, therefore, depend for their entire livelihood on the cattle which they keep and graze on their group ranch. The question as to who is entitled to join a group ranch is clearly a vitally important one and one which has given rise to considerable controversy both at the time of land adjudication and after it has been completed.

The determination of the rights of outsiders who have resided in the area for some time has caused particular difficulty. Thus in one typical case³⁴ a person applied to have his name entered on the register of members of a ranch that was to be established. Although he had land elsewhere, he had been invited a long time previously to come and stay in the area by someone who had been registered as a member and who wished him to stay. In spite of the applicant's long residence in the area, the adjudication officer upheld the objection of the group on the ground that he had land elsewhere, and pointed out that the Masai custom of inviting friends and kinsmen to come and stay with them was inappropriate in the context of a group ranch and should be discouraged.

This kind of dispute provides a further illustration of the difficulties of reconciling the establishment of group ranches with Masai custom. On the one hand, it is unjust if the acceptee of a Masai family should be denied full membership of a group ranch, especially if he has lived there for some time and has no where else to go. On the other hand, the members of a group ranch have an interest in limiting the number of persons entitled to live and graze their cattle on the ranch and in denying such rights to the acceptees of individual members. As a way out of this dilemma, acceptees are, in some cases, given "rights of occupation" at the time of land adjudication. This appears to mean that while they are not full members of the group, they are not trespassers either; they are entitled to remain on the ranch and to graze their cattle there. However, the exact nature of this right of occupation is uncertain; in particular it is not clear whether it can be terminated by the acceptor, the group or the group representatives, nor whether it extends to the acceptee's family, passing to his sons on his death.

The establishment of group ranches has not put an end to the Masai custom of inviting friends and relations (particularly sons-in-law) to come and settle.³⁵ This is one of the main problems that face group ranches and no attempt has yet been made to solve it. Presumably, regulations could be devised limiting the rights of members to "accept" outsiders and defining the status of such acceptees, but whether such regulations could ever be effectively enforced is doubtful. Certainly attempts to evict trespassers have not proved very successful and on one ranch studied there were still living several families whose claims to be entitled to stay had been dismissed at the time of land adjudication. Indeed, on some ranches the members' cattle are outnumbered by those of non-members.

(b) *The Member's Interest*

The legal title to the group land is vested in the incorporated group representatives³⁶ and it would seem that members have no beneficial interest in the land. However, a provision is contained in every group constitution to the effect that the group representatives are required to safeguard the rights of any person under customary law insofar as this is compatible with the operations of the group.³⁷ This suggests that customary rights in land survive the establishment of group ranches as long as they can be exercised consistently with the provisions of the act, the group's constitution, rules adopted by the group, and committee decisions. The position is further obscured by the provision contained in every group constitution to the effect that every member shall be deemed to share in the ownership of the group land in undivided shares.³⁸ The force of the words "deemed to" is not entirely clear, nor can it have been envisaged that a member should have the right to demand partition of the group land. Certainly a member is entitled to reside on the ranch, to use the land and all the ranch facilities, and to attend and vote at all general meetings of the group.³⁹ However, he surely has no interest in the land such as he can dispose by will or inter vivos, and if he and his family decided permanently to leave the ranch, he would not be entitled to any compensation unless the group's rules or constitution made provision for such payment.

Of more immediate importance is the question whether a member may be expelled from a group ranch and, if so, under what circumstances and by what procedure. On the one hand, it could be argued that if a member constantly breaks group rules and constantly defies the group authorities, expulsion from the group would be the only effective sanction. On the other hand, expulsion from the group would, in all probability, leave the expelled member and his family without any form of livelihood, since the whole of Masai land will be adjudicated in the near future and no other ranch is likely to accept him as a member. The effects of the exercise of a power of expulsion are so drastic that if such power is to be given to the group or its representatives, it must be hedged about with controls to prevent victimisation and other forms of abuse.

The law on this point needs to be clarified. Although the group constitutions contain provisions concerning the admission of persons to membership of the group, they are curiously silent about the termination of membership. However, the Land (Group Representatives) Act 1968 does contain a provision,⁴⁰ tucked away towards the end together with miscellaneous general provisions, to the following effect:

Where a question arises whether a particular person is a member of the group, a certificate signed by the majority of the group representatives shall be conclusive of the question:

Provided that a person who is aggrieved by the issue of such a certificate may apply to the District Magistrate's Court having jurisdiction in the area to determine the question, and in such case the determination of the court shall be conclusive.

This provision is open to two interpretations. In the first place, it could be construed to apply only where a question arises whether a particular person is registered as a member of the group. The group is required to keep a register of members.⁴¹ This is based on the adjudication register and if any doubt were to arise as to whether the name of any person appeared on the register or not, it is reasonable that a procedure should be provided for the settlement of the question and that a person aggrieved by the issue of the certificate should be able to apply to the court; otherwise there would be a risk that the group representatives might wrongfully add names to, or delete names from, the register. This restrictive interpretation of section 28 is favoured by its position at the end of the act.

However, taken by themselves, the words of the section can bear a much broader interpretation. They could mean that a certificate signed by a majority of the group representatives is conclusive of the question whether a particular person is a member of a group, regardless of whether his name appears on the register and, it seems, of whether he has been admitted to membership of the group in accordance with the constitution. On this interpretation, if a majority of group representatives agree, they may admit⁴² and, more important, expel members by a simple procedure. In spite of the objections to the broader interpretation of section 28, it is this interpretation which has been followed in a number of instances by all concerned, though the question had not, at the time of the research, been resolved by the courts. In one case bad relations had arisen between a kinship-group of 48 people and the rest of the ranch members. In another case the representatives wished to expel a person whose right to be a member of the ranch had been upheld, against the wishes of the other members, both by the arbitration board and by the adjudication officer. In both cases the representatives had signed a section 28 certificate purporting to terminate the members' rights. It is clear that if such a certificate could have the effect of determining a person's membership of a group, the whole adjudication process might be undermined.

In the last resort, however, it probably does not matter which view of the law is taken. It is highly unlikely that a court decision favouring the broader interpretation of the section would induce an unwelcome individual or group to move away any more than a narrow interpretation would result in a change of heart on the part of the majority of members. Respect for court decisions is slender and their enforcement uncertain. Disputes of this kind will eventually be settled by force or agreement; the outcome will not be influenced by the niceties of statutory interpretation.

One final point is worthy of mention. A person's interests in his cattle and other movable property are not affected by his joining a group ranch; indeed it is expressly provided that he is entitled to pledge such property as security for a loan.⁴³ However, it is clear that such interests can be modified or extinguished either by rules adopted by the group or by instructions issued in accordance with the group constitution. The development of the group ranches is unlikely to get off the ground until an effective system is devised to limit cattle numbers; however, attempts to impose stock quotas, to control grazing patterns or even to establish a group herd seem doomed to failure, at least for the foreseeable future.

CONCLUSION

Official rhetoric in Kenya sees customary law as an obstacle to development and to the creation of a strong united nation. Moreover, the government appreciates that the promotion of rural development serves to underpin its own legitimacy. The group ranch programme illustrates these two aspects of official policy, being designed both to abolish customary land tenure and to provide the basis for an efficient farming sector among the Masai. As has been demonstrated in the preceding pages, the programme aims at a radical transformation of the Masai way of life and, as such, represents a highly ambitious piece of social engineering. Masai are required to join group ranches, institutions which bear little resemblance to traditional types of organisation. As members, they are required to respect ranch boundaries and to accept novel distinctions between members, acceptees and trespassers. Moreover, they are obliged to submit to a system of authority that has little in common with their traditional decision-making processes, calling for the adoption of unfamiliar procedures based on election, representation, delegation, and the majority vote. Finally, though the nature of a member's interest in the ranch is far from clear, there is no doubt that his rights over the group land and his rights over his cattle

can be altered or even extinguished in accordance with the group's constitution.

Where the law requires major changes of behaviour on the part of those at whom it is directed, it runs the risk of being ineffective; indeed the history of modernising policies in Africa provides ample illustration of the divergence that can occur between the "law in books" and the "law in action." It is not surprising, therefore, to find that the group ranch programme in Kenya has not been successful. The settlement of the Masai has not occurred; they continue their semi-nomadic existence in search of pasture regardless of ranch boundaries. The spirit of reciprocity that traditionally existed between certain groups is still strong today and creates the problem of "acceptees" and their cattle. The new system of authority, far from replacing traditional systems of authority, has proved incapable of creating a sense of identity and purpose within the ranch, though it may have provided the more powerful members with the opportunity to promote their own interests.

Without the use of coercion on a scale that would be unthinkable in the circumstances of contemporary Kenya, programmes of this kind are bound to fail unless they respond to the self-perceived needs of the actors themselves. In the first place, it might have been wiser to have built on existing institutions or at least to have consulted the Masai on the form the new ranches should take rather than simply imposing on them an unfamiliar and highly complex system of bureaucracy. In any case, once such a system had been introduced, attempts should have been made to communicate to the Masai its nature and function, their rights and duties, and so on. Most important of all, however, it should have been made clear to the Masai that the balance of advantage favoured their cooperation with the new system. Certainly the Masai are glad that both the invasion of Masai land by non-Masai farmers and the establishment of individual ranches by some Masai have been brought under control, but they perceive that this could have been achieved without embarking on the group ranch programme. Similarly, they welcome any increase in the provision of boreholes, cattle-dip and veterinary services. However, as long as membership of a group ranch is not seen to confer any particular advantages, the Masai are unlikely to cooperate with the new system.

Apart from the problems discussed in this article there are others. From the start, many ranches were not viable economic propositions, and most ranches are overstocked. Few attempts have been made to control stock numbers and it is inevitable that where pasture on the ranch is insufficient, cattle will be driven

further afield. The groups themselves have little incentive to increase ranch facilities; they are particularly hampered by lack of capital, for although group ranches were established in the belief that loans would become more readily available, this has in fact not occurred. If the ranches could justify their existence on economic grounds, if they were the focus of intensive development programmes, and if officers and representatives combined to promote development on a group basis, perhaps a sense of group identity would emerge. As things are, however, the ranches remain legal constructs with little basis in reality and the programme provides yet another illustration of the limits of the law as an instrument of social change.⁴⁴

NOTES

¹"It is customary for the writers of Annual Reports in the Masai Districts to seek for signs of progress and to admit ruefully that there are few...." Colony and Protectorate of Kenya, Narok District Annual Reports, 1948, p. 1.

²See K. King, "The Kenya Masai and the Protest Phenomenon, 1900-1960," Journal of African History, Vol. 12, No. 1 (1971), p. 117, at p. 134.

³Colony and Protectorate of Kenya, Narok District Annual Reports, 1956, p. 21.

⁴Colony and Protectorate of Kenya, Colonial Reports, 1955, pp. 45-46.

⁵It may have been the great drought of 1960-61 that forced many Masai to take stock of their position and to realise their dependence on and neglect by the colonial government. See K. King, op. cit., p. 137.

⁶At the time of the Lawrance Mission 82 individual ranches in Kajiado had already been approved by the County Council, the average size being 1,630 acres; yet it is estimated that if the whole of Masailand was divided between Masai adult males, each one would only get about 200 acres. Republic of Kenya, Report of the Mission on Land Consolidation and Registration in Kenya, 1965-1966 (Nairobi, 1966), para. 105. This report will be referred to as the Lawrance Mission Report.

⁷For a detailed examination of the working of the programme see S. F. R. Coldham, "The effect of registration of title upon customary land rights in Kenya," Journal of African Law, Vol. 22, No. 2 (1978), pp. 91ff.

⁸Lawrance Mission Report, para. 106.

⁹Ibid., Appendix E, Draft Adjudication Bill, s. 26 (1) (a).

¹⁰Cf. the account of the history of the Tanzanian Range Development and Management Act 1964 in R. Seidman, "Law and Development, the Interface between Policy and Implementation," Journal of Modern African Studies, Vol. 13, No. 4 (1975), pp. 641ff.

¹¹Land Adjudication Act 1968, s. 23 (5) (a), (c).

¹²Land (Group Representatives) Act 1968, s. 5 (1).

¹³Ibid., s. 7 (1).

¹⁴Registered Land Act 1963, s. 11 (2A).

¹⁵Land (Group Representatives) Act 1968, s. 7 (3).

¹⁶Ibid., s. 8 (1).

¹⁷Ibid., s. 8 (2).

¹⁸Ibid., s. 9.

¹⁹Ibid., s. 13 (1) (a), (b).

²⁰Ibid., s. 15 (1), (6).

²¹Ibid., ss. 17 (1) 18, 19 (1).

²²Ibid., s. 31 (2).

²³L.N. No. 204 of 1969.

²⁴Much of the information that follows was obtained in the course of the present writer's fieldwork in Narok District in 1974.

²⁵Some of the points discussed in this section were touched on by the present writer in "Land-Tenure Reform in Kenya: The Limits of Law," Journal of Modern African Studies, Vol. 17, No. 4 (1979), pp. 615ff.

²⁶The information contained in this paragraph is drawn from A. H. Jacobs, "The Pastoral Masai of Kenya," unpublished report submitted to the Ministry of Overseas Development, London, 1965.

²⁷Ibid., p. 85. The Lawrance Mission advocated that adjudication sections should coincide with areas occupied by sections or sub-sections of the Masai tribe. Lawrance Mission Report, para. 107.

²⁸H. G. B. Hedlund, "The Impact of Group Ranches on a Pastoral Society," University of Nairobi, Institute for Development Studies, Staff Paper No. 100 (unpublished, June 1971), p. 5.

²⁹Siabei v. Ilmashariani Ranch, Objection to the Ilmashariani Adjudication Register No. 2.

³⁰The group constitutions are deemed to contain a provision for the election of a group committee to be responsible for much of the day-to-day running of the ranch. In practice committees are rarely elected and the group representatives are responsible for carrying out these tasks.

³¹Land (Group Representatives) Act 1968, s. 17 (1).

³²The definition of "member" excludes minors, but it does not exclude adult females; ibid., s. 2. In Narok District the average membership of group ranches is about 100. This probably indicates that some five or six hundred people are entitled to live on a ranch.

³³Group constitutions specifically provide for the inheritance of members' interests in the group land, though the nature of these "interests" is far from clear; Land (Group Representatives) (Prescribed Provisions) Order 1969, 2nd. Sched. They also provide that every member is entitled to reside free of charge on the group land together with his family and dependants; ibid.

³⁴Olopito Group v. Samarua Ole Nkuruna, Objection to the Olopito Adjudication Register No. 8.

³⁵At present the position is governed by a provision deemed to be contained in the constitution of every group which states that every member shall be entitled to permit any other person to reside with him on the group land unless a majority of the group representatives decide otherwise; Land (Group Representatives) (Prescribed Provisions) Order 1969, Sched. 2.

³⁶Registered Land Act 1963, s. 11 (2A), proviso.

³⁷Land (Group Representatives) (Prescribed Provisions) Order 1969, 2d. Sched.

³⁸Ibid.

³⁹Ibid.

⁴⁰Land (Group Representatives) Act 1968, s. 28.

⁴¹Ibid., s. 17 (1).

⁴²The provision in the group constitutions limiting the ways in which a person may be admitted to membership of a group would lose much of its point if the decision of a majority of group representatives sufficed to make a person a member. This favours

the narrow interpretation of s. 28.

⁴³Land (Group Representatives) (Prescribed Provisions) Order 1969, 3rd. Sched.

⁴⁴It is interesting to note that parallel attempts made in Tanzania to organise the Masai into ranching associations under the Range Management and Development Act 1964 have encountered similar difficulties and that such associations have recently been described as a "dead letter" by one commentator: M. Parkipuny in African Socialism in Practice: The Tanzanian Experience, ed. A. Coulson, p. 146.