

**Turning conflict into coexistence: cross-cutting ties and institutions in the  
agro-pastoral borderlands of Lake Naivasha basin, Kenya**

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## Abstract

The Maasai/Kikuyu agro-pastoral borderlands of Maiella and Enoosupukia, located in the hinterlands of Lake Naivasha's agro-industrial hub, are particularly notorious in the history of ethnicised violence in the Kenya's Rift Valley. In October 1993, an organised assault perpetrated by hundreds of Maasai vigilantes, with the assistance of game wardens and administration police, killed more than 20 farmers of Kikuyu descent. Consequently, thousands of migrant farmers were violently evicted from Enoosupukia at the instigation of leading local politicians.

Nowadays, however, intercommunity relations are surprisingly peaceful and the cooperative use of natural resources is the rule rather than the exception. There seems to be a form of reorganization. Violence seems to be contained and the local economy has since recovered. This does not mean that there is no conflict, but people seem to have the facility to solve them peacefully. How did formerly violent conflicts develop into peaceful relations? How did competition turn into cooperation, facilitating changing land use?

This dissertation explores the value of cross-cutting ties and local institutions in peaceful relationships and the non-violent resolution of conflicts across previously violently contested community boundaries. It mainly relies on ethnographic data collected between 2014 and 2015. The discussion therefore builds on several theoretical approaches in anthropology and the social sciences – that is, violent conflicts, cross-cutting ties and conflicting loyalties, joking relationships, peace and nonviolence, and institutions, in order to understand shared spaces that are experiencing fairly rapid social and economic changes, and characterised by conflict and coexistence.

In the researched communities, cross-cutting ties and the split allegiances associated with them result from intermarriages, land transactions, trade, and friendship. By institutions, I refer to local peace committees, an attempt to standardise an aspect of customary law, and *Nyumba Kumi*, a strategy of anchoring community policing at the household level. In 2010, the state "implanted" these grassroots-level institutions and conferred on them the rights to handle specific conflicts and to prevent crime.

I argue that the studied groups utilise diverse networks of relationships as adaptive responses to landlessness, poverty, and socio-political dynamics at the local level. Material and non-material exchanges and transfers accompany these social and economic ties and networks.

In addition to being instrumental in nurturing a cohesive social fabric, I argue that such alliances could be thought of as strategies of appropriation of resources in the frontiers – areas that are considered to have immense agricultural potential and to be conducive to economic enterprise. Consequently, these areas are continuously changed and shaped through immigration, population growth, and agricultural intensification.

However, cross-cutting ties and intergroup alliances may not necessarily prevent the occurrence or escalation of conflicts. Nevertheless, disputes and conflicts, which form part of the social order in the studied area, create the opportunities for locally contextualised systems of peace and non-violence that inculcate the values of cooperation, coexistence, and restraint from violence. Although the neo-traditional institutions (local peace committees and *Nyumba Kumi*) face massive complexities and lack the capacity to handle serious conflicts, their application of informal constraints in dispute resolution provides room for some optimism.

Notably, the formation of ties and alliances between the studied groups, and the use of local norms and values to resolve disputes, are not new phenomena – they are reminiscent of historical patterns. Their persistence, particularly in the context of Kenya, indicates a form of historical continuity, which remains rather “undisturbed” despite the prevalence of ethnicised political economies. Indeed, the formation of alliances, which are driven by mutual pursuit of commodities (livestock, rental land, and agricultural produce), markets, and diversification, tends to override other identities.

While the major thrust of social science literature in East Africa has focused on the search for root causes of violence, very little has been said about the conditions and practices of cooperation and non-violent conflict resolution. In addition, situations where prior violence turned into peaceful interaction have attracted little attention, though the analysis of such transitional phases holds the promise of contributing to applicable knowledge on conflict resolution.

This study is part of a larger multidisciplinary project, “Resilience in East African Landscapes” (REAL), which is a Marie Curie Actions Innovative Training Networks (ITN) project. The principal focus of this multidisciplinary project is to study past, present, and future thresholds and sustainable trajectories in human-landscape interactions in East Africa over the last millennia. While other individual projects focus on long-term ecosystem dynamics and societal interactions, my project examines human-landscape interactions in the present and the very recent past (i.e. the period in which events and processes were witnessed or can still be recalled by today’s population).

The transition from conflict to coexistence and from competition to cooperative use of previously violently contested land resources is understood here as enhancing adaptation in the face of social-political, economic, environmental, and climatic changes. This dissertation is therefore a contribution to new modes of resilience in human-landscape interactions after a collapse situation.

## Acknowledgement

Writing this dissertation has caused me to reflect on my past, when I was growing up in a rural African village. The village has a unique way of shaping a person. One observes and learns different aspects of life – punishment and reward included. Later, I became conscious of the anthropology of the place in which I was living when I began an undergraduate course in Anthropology at the University of Nairobi. It is through the grace of God that I have come this far.

Ethnographic fieldwork for this study took me back to a village, this time in a different geographical setting. Since late 2013 I have made a number of good friends in Maiella and Enoosupukia, who not only helped me to understand their world, but were also willing to explain my research to often less trusting neighbours. Among these, I am deeply grateful to chief Kuria of Maiella Sub-location, his assistant, and his core of elders, led by Mzee Njuria. Further, I wish to thank Chief Meitiaki Kishau and assistant Dansen Reson of Enoosupukia Location for accepting my proposal and for granting me permission and support to study the people they administer.

More importantly, the chiefs supplied me with dependable headmen who represent each village. Village headmen are the best link to every household there, without whom my work would be impossible. I am also honoured by the generosity and kindness of my Dorobo friends and key informants Simon Ngayami and John Mebrane (who later rented me a piece of land on which to cultivate), as well as Lankeu Patiat, Musa Lempaka, Pastor Richard Kurraru, and Margret Sermeti, among many others in Mpeuti village. Simon Ngayami worked as my assistant on several occasions and helped in interpreting the world of former Dorobo hunter-gatherers. This study benefitted greatly from materials on Dorobo history and land grievances from Simon's personal archives.

Through Maasai friends, including John Ledidi, a respected Maasai elder, Pastor Nkamasiai, Kashawo, and Kisiol Teeka, I was introduced to Nkampani village and to the relationships between Maasai and Kikuyu. Without their assistance, my presence and knowledge of the village would have been quite limited. I would also like to express my appreciation for the help of the elders in Olosho Iole Kaloi village, and especially the family of Ole Kaloi, one of the longest-living Maasai elders, who unfortunately passed on after narrating a rich history of the pre-colonial times. I take this opportunity to also thank informants and people of Ol tepesi le Parsimei village for enriching my work with wonderful stories.

The Kikuyu-populated villages of Maiella deserve mention. At first, the villagers wondered why I was interested in peaceful relations between them and the Maa-speaking group while previous scholars, the media, and others mainly focused on intercommunity violence, particularly the events of 1993. Indeed, some Kikuyu still describe the violence so passionately that it is as if they had participated or witnessed it first-hand. However, many consider the violence to have been an important episode that changed and shaped future cooperation in the area. Much can be said about my field assistants Sarah Nyanjui, Joseph Tome, Simon Ngayami, and Phillip Kaloi. For a start, Sarah is Kikuyu, Joseph is Maasai (Keekonyokie), and Simon is Dorobo, and a passionate activist for Dorobo indigenous rights to land. Phillip is a *nusu nusu* – offspring of Maasai and Kikuyu. I had a great time listening to and sometimes recording their hilarious joking relationships. It was the only meaningful way to withstand long treks across the hilly landscape. These assistants were exceptionally resourceful and committed. A general debt of gratitude goes to all who participated in the study. I have taken it

upon myself to respect the identities of my informants in the following discussion where necessary.

It is at the University of Cologne where ideas about this topic originated. I must sincerely thank my supervisors Prof. Dr. Michael Bollig (University of Cologne, Germany), Prof. Dr. David Anderson (University of Warwick, UK), and Prof. Dr. Thomas Widlok (University of Cologne, Germany) for their guidance and comments, which helped to shape this work. While Michael and Thomas are leading authorities in anthropology and African studies, David's research focuses on African history, politics, and political violence, among other areas, with particular reference to eastern Africa and the Horn. This team helped me to link history with the anthropology of everyday life in this work. When things made little sense to me, they certainly made much more sense to my supervisors. Their comments have made the final version of this dissertation more meaningful.

My deep appreciation goes to the European commission and Marie Curie Actions ITN. Through their generous funding, I was able to carry out research and to travel to different countries in Europe and in Africa to present my work and to attend several training courses and technical workshops. I thank the project coordinator Prof. Paul Lane of Uppsala University and all principals in the project; Rob marchant, Benoit hazard, Dirk Verschugen, Lowe Börjeson, David Anderson, Mats Widgren, Michael Bollig, and Colin Courtney Mustaphi and all associate partners.

These researchers have tirelessly mentored a dozen early-stage researchers (PhD students) and myself for the last three years. More importantly, they organised for us and participated in professional training courses on field research, Geographic Information Systems (GIS), scientific video production and reporting, and research communication and grant writing, to mention only a few. The joint training events made the PhD journey a very enjoyable one, with many opportunities for the exchange of ideas, experiences, and fun. Indeed, working as a team with experts and PhD students from different geographic and academic backgrounds enhanced my interdisciplinary thinking. They all became very close allies for future academic work. The "ethnodocs" team (PhD students in the department of Social and Cultural Anthropology) was my closest family in Cologne. Without this team, the PhD process would have been a rather difficult one.

The Kenyatta University administration granted me study leave to pursue doctoral work. I thank the administration for the support. Particular gratitude goes to Dr. Jane Mutinda, Prof. James Kungu, and the staff of the School of Environmental Studies for their support and motivation. My family has continuously supported me and given me hope. Lydia Wakio, my beloved wife, has been a great inspiration. The list of friends, relatives, and scientists who have assisted me in this journey is long. I am not able to list all names here but I am indebted to all of them.

Lastly, because English is not my native language, I must thank an anonymous proofreader for his attention to detail, although I take full responsibility of any grammatical errors and possible intellectual weaknesses in this study.

## **Dedication**

For Lydia Mutilo Nzomo, my grandmother, who cared for a large family against all odds.

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## **Acronyms**

AMWIK – Association of Media Women in Kenya

ARP – Alternative Rites of Passage

CSO – Civil Society Organization

DGCP – Draft Guidelines on implementation of Community Policing

DLASO – District Land and Settlement Office

FGD – Focus Group Discussion

IEBC – Independent Electoral and Boundaries Commission

IPA – Integrated Project Area

KANU – Kenya Africa National Union

KHRC – Kenya Human Rights Commission

LPC – Local Peace Committee

LUCID- Land Use Change, Impacts and Dynamics

NCCK- National Council of Churches of Kenya

NK – Nyumba Kumi

NKC – Nyumba Kumi Committee

NPPBCM – National Policy on Peace Building and Conflict Management

NSC – National Secretariat on Peace Building and Conflict Management

OPDP – Okiek People Development Program

OWEG – Okiek Women Empowerment Group

PC – Provincial Commissioner

RCR – Resilience Collapse and Reorganization in Social-Ecological Systems of African Savannas

REAL – Resilience in East Africa Landscapes

## **Preface: “I am Kikuyu, Maasai, and Dorobo!”**

An elderly man in his 60s, James Mambo refers to himself as a Kikuyu, a Maasai, and a Dorobo. James lives with his wife and two of their six children in a pole-and-mud house with a corrugated iron roof in an area known as Kigumu, near Mpeuti village in Enoosupukia, Narok county (Figure 3). The house is located about 50km from Naivasha town and approximately 15km from the southern shores of Lake Naivasha. James’s father, Kinyanjui, was born of Kikuyu parents who lived in a small village known as Kikuyuni, in Kiambu, before the British colonial government expropriated native lands in the central province of Kenya (including Kiambu, Nyeri, and Murang’a).

As European settlers increasingly transformed native lands into commercial farms, thousands of local inhabitants (native population) including James’s grandfather migrated from the European-controlled zones (see Figure 1) in search of settlement and land. Together with his family, James’s grandfather left his ancestral land towards the end of 1902, setting off westwards through Limuru to Naivasha (Figure 4). Some European commercial farmers were already in the Naivasha area, among them Lord Delamere (see Thomson, 1887).

The family moved further into the southern periphery of Lake Naivasha for fear of “clashes” between settlers and pastoral Maasai who claimed ancestral rights to the lands occupied by the British<sup>1</sup>. The family settled in the undulating landscape of Maiella farm, on the borderlands<sup>2</sup> of the Maasai-controlled Narok district and close to Dorobo hunting grounds of Enoosupukia, east of the Mau forest (Figure 4). One must cover a distance of about 135km from Kiambu to Maiella through Limuru or Nairobi.

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<sup>1</sup> Letter to Amos Kimunya, Minister for Lands and Housing, “Appeal against the brutal eviction from Enoosupukia” (Simon Ngayami’s personal archives, Mpeuti village, Enoosupukia).

<sup>2</sup> In this study, “borderlands” are territorially defined as the physical space along the border (following Feyissa and Hoehne, 2008). In the context of my thesis, the “border” does not refer to the institution of inter-state division according to international law (ibid); rather, I refer to county borders within a state (Kenya), particularly an area around the border of Narok and Nakuru counties where fieldwork was conducted. As shown in the following chapters, the adjoining areas of the two counties (the borderlands) are characterised by cross-border settlement, exchanges, and transactions (both social and economic) that characterise the extraction/appropriation of different resources between the individuals and groups inhabiting them – they are fields of opportunities as well as fields of resource contestations and conflicts. However, I must clarify that the borders I refer to are not “highly visible lines of separation between political, social, and economic space” (Newman, 2006: 144). There are no formal or visible dividing lines (boundaries) between counties in the studied area, as is the case in most of Kenya, and the boundary here is not a natural obstacle restricting the movement of persons, things, or ideas (following Kristof, 1959: 273).

Trekking such a distance is quite a task, especially when one is accompanied by small children and livestock.

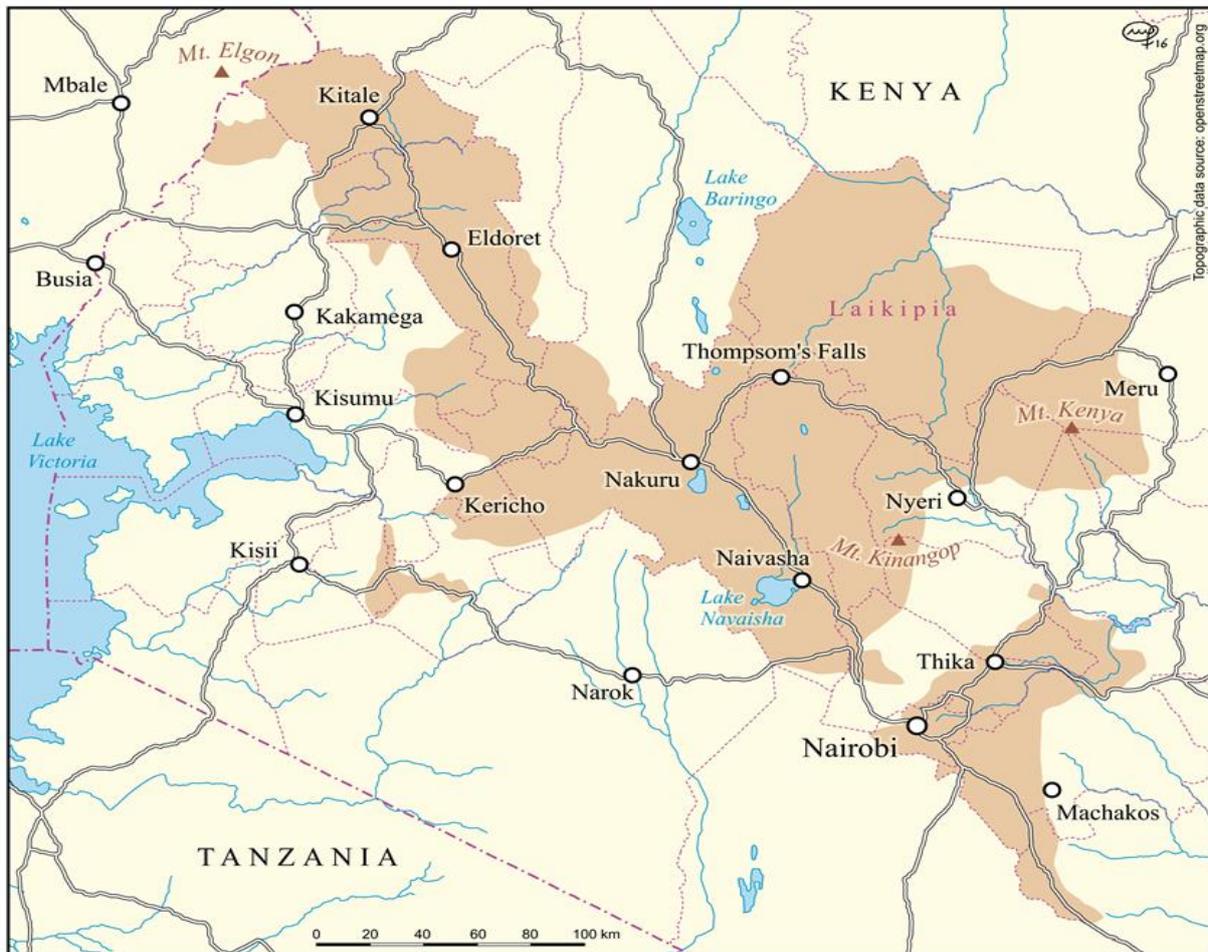


Figure 1. The White Highlands of Kenya (source: modified from the European Settlement Board, 'To Farm in Kenya', in: 753.14r.46 (16), Rhodes House Library, Oxford; copyright Monica Feinen, 2016).

At the time, Maiella farm, then under a British farmer, was gearing for commercial agriculture and thus needed native labourers. European patrons referred to them as squatters (Anderson, 2005). James's grandfather joined other Kikuyu labourers, whom settlers preferred for cultivation, while their Maasai and Dorobo counterparts took up herding and milking jobs on the farm. However, the Dorobo juggled between foraging (beekeeping and hunting) in Enoosupukia forest and wage employment on the European farm. Often they skipped the latter to participate in foraging activities. Kikuyu squatters began to create small crop farms on the fringes of Maiella farm. Such cultivation would consequently facilitate their later movement into Dorobo hunting grounds and Maasai grazing areas outside Maiella farm, mostly as client cultivators. Their Maa-speaking neighbours gave them land in exchange.

In early 1903, Kinyanjui (James's father), then a teenager, left Maiella farm alone for a nearby Maasai village known as Inkoroinito close to Suswa town, freeing himself from having to eventually work on the commercial farm like his parents. A Maasai family (the Kilogu family) adopted Kinyanjui at Inkoroinito village. Henceforth, he cultivated and assisted with household chores for his new family.

Adoption of non-Maasai individuals was especially common among rich Maasai families (with large herds of stock and big parcels of land). Kikuyu parents often encouraged their young folks to move and try out possible opportunities of land ownership and accumulation of capital (including livestock) among the Maa-speakers. The Kikuyu also exchanged daughters for land with Maasai landowners. These strategic and peaceful alliances continue to date.

Adoptees assumed Maasai names and were socialised in the Maa language. Apart from adoption, *morans* (young male Maasai warriors) also obtained Kikuyu girls during cattle raids. They too underwent the process of acculturation, like their Maasai counterparts who succumbed to Kikuyu raiders. *Nyokavi*, a popular name among the Kikuyu, signifies such raids. It means, "one who came from the Maasai" in Kikuyu language.

As an adopted child, Kinyanjui customarily became a son of the Kilogu family and consequently, just like other sons of the family, assumed rights as an heir to the family property – land and livestock. Adoption of "outsiders" is embedded in Maasai custom, which dictates that such non-biological person(s) may not succumb to possible witchcraft or spells cast upon the host family (blood relatives). In the event of unfortunate circumstances, the male adoptee would hence become sole heir of the family property.

Later on, the Kilogu family gave Kinyanjui land to cultivate. The search for a wife saw him return to his homeland in Kiambu. He found himself a Kikuyu woman with whom he journeyed back to Maasailand and established their *manyatta* (Kraal) on the inherited land. They had three sons, among them James Mambo, who narrated this story.

James and his two brothers observed all the tenets of the Maasai ideal including initiation and participation in the social organization of *moranhood*. They too inherited land from their father. Their "becoming" Maasai placed them in an advantageous position to accumulate more land from their Maasai social network – and they did so.

James married a woman born of Maasai and Dorobo parents from Nairragie Enkare, a Maasai/Kikuyu settlement near Narok town. They raised a family of six, who share Dorobo, Kikuyu, and Maasai blood. Such offspring are branded *nusu nusu* (plural *manusu*), which is derived from the Swahili word *nusu* (“half”; see further discussion in the last part of Chapter 1). Two of James’s sons married Kikuyu women from Maiella whose parents trace their previous homeland to central province of Kenya. Two of his daughters married into Maasai families in Enoosupukia. They have established themselves within the Maasai social fabric.

By the 1980s, a family that left Kiambu eight decades ago had progressively established itself in Maasailand with diverse affine networks spanning geographic, social, and economic boundaries, and with a multiple embodiment of identities. Progressively, Kikuyu farmers branded their localities in Maasailand with names already used to refer to specific places in central province. Through a combination of purchase, gifts, adoption, and barter, Kikuyu have successfully colonized agricultural frontiers<sup>3</sup> formerly dedicated to hunting and livestock grazing by Maa-speaking communities, specifically by recreating *githaka*<sup>4</sup>. Among other activities, they influenced Maa-speakers to begin commercial cultivation, business enterprise, and education.

How then could this seemingly tightly knit society degenerate into violent conflict? What weaknesses did perpetrators of violence exploit in order to evict members of Kikuyu descent from their Maasai neighbourhoods in Enoosupukia?

Through politicisation of land and ethnic categories in the early 1990s, the Kikuyu/Maasai borderlands of Enoosupukia experienced massive violence, which

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<sup>3</sup> Following Jepson (2006: 291), an agricultural frontier is where capital-intensive commercial agriculture develops in areas that were previously “unoccupied” or under subsistence or low-input extensive production systems, such as cattle ranching. Alfred Rieber (2001) categorized frontiers into three basic types, 1) consolidated state frontiers, 2) dynamic frontiers of advancing settlements, and 3) symbolic frontiers. He noted that features of two or even three of these types occasionally coincide with one another (see further usage of “frontier” and “borderland” in Kopytoff, 1987; Kristof, 1959; *Journal of Borderland Studies*). Rieber’s “dynamic frontier of advancing settlements” may be used to conceptualize the studied area. It is characterised as an advancing line of settlements engaged primarily in agricultural or mixed economy, confronting a seminomadic and/or technologically less developed culture (Rieber, 2001: 5814). Moreover, it influences contact and interaction, creating a mixture of cultures and hybridity of identities (Newman, 2006:150). In the case under consideration, herders and migrant farmers have progressively changed and shaped an area that was previously dedicated to livestock grazing and hunting through subsistence and commercial agriculture, a process that culminates in territorial colonization (expansion) of farmers and farming, interactions and exchanges, albeit with instances of violent conflicts, as discussed in the following chapters.

<sup>4</sup> A system of control of land characterised by immigration and the subsequent pattern of settlement with reference to genealogies of Kikuyu *mbari* (patriarchal kinship groups) (further described in chapter 3).

broke down many aspects of coexistence between the two groups. James's family fled the violence, which targeted Kikuyu farmers (known politically as "aliens"), and Kikuyu-friendly families in Enoosupukia and its environs. The family managed to salvage a few household items before fleeing to Maiella trading centre (see Figure 3) to join other internally displaced persons of Kikuyu descent.

Interestingly, after the violence, James and other Kikuyu families with Maasai blood and those who had rented, purchased or cultivated land gifted to them by their Maasai friends progressively returned to Enoosupukia to reclaim or re-rent land. For some, like James's family, the process was fast. Others are still entangled in protracted disputes with perceived land grabbers, some of whom are the younger generation who accuse their Maasai parents of "dishing out" land to Kikuyu "outsiders" – they consider such land to be their rightful inheritance, as discussed in later chapters.

This story puts land at the centre of local processes of inclusion and exclusion. The process of assimilation, strategic change of place, identity, and culture is not new in the game of "inclusion and exclusion" among the Maasai and their neighbours (Galaty, 1993b: 177). What is interesting in the following discussion is how networks of relationships between Maasai and Kikuyu after the 1993 violence re-shape property rights discussions, affect the social-economic world of the two groups, and respond to changing land-use patterns and to market and local economies.

## Background

This dissertation has its inception in earlier fieldwork (in 2010) that formed part of the project “Resilience, Collapse, and Reorganisation in Social-Ecological Systems of African Savannahs (RCR)”. While studying labour migration and changing livelihoods in Lake Naivasha’s cut-flower industry for my masters degree, I became conscious of the existence of commercial agriculture in smallholder farmlands rented mainly by Kikuyu land-seeking clients from Maa-speaking landowners in the hinterlands of the lake basin.

Some flower farm workers at Lake Naivasha who are interested in supplementing their low wages, along with those who do not manage to find employment in the horticultural hub, often diversify into cultivation through leasehold arrangements outside the lake area. Enoosupukia and Maiella, which lie on the southern periphery of Lake Naivasha basin in the Kenya’s Rift Valley, are considered to hold immense potential in land acquisition among landless migrant farmers, market-oriented cultivation, livestock trade, and entrepreneurship. The areas are also renowned for intergroup violent conflicts going back several decades. This marked a crucial point of departure for the current anthropological study.

Conceptualisation of the PhD project and fieldwork followed discussions within the project “Human Mobility, Networks, and Institutions in the Management of Natural Resources in Contemporary Africa” funded by the Volkswagen Foundation, and the generous research funding from the European Commission through the Marie Curie Actions Innovative Training Networks (ITN) project “Resilience in East African Landscapes” (REAL).

My initial visit to Enoosupukia and the bordering Maiella in late 2013 revealed that everyday social and economic activities were strongly linked to diverse networks of relationships between Maasai and Kikuyu neighbours inhabiting the borderlands. Interestingly, ethnicity, the history of resource-based conflicts, and politicised violence in these areas did not seem to stop these groups from appropriating resources in pursuit of social and economic benefits. They did not also appear to limit social exchange and interactions.

Therefore, as expansion of the horticulture industry and natural resource harvesting at Lake Naivasha (the centre) continues, tremendous land-use changes, from pastoralism and hunting to local market-oriented food production, are taking place in

the hinterlands of the basin (the periphery), albeit with pertinent challenges. Former communally owned lands that were dedicated to livestock grazing on the fringes of Lake Naivasha provide food for thousands of flower farm workers, to residents of Naivasha central, and to other growing populations outside Naivasha. Informants shared interesting stories of reciprocity that define their shared social- ecological environments:

We fought and ended the violence ourselves. We want peace now because violence does not help. Those who cause us to fight are far away and do not care for our welfare. They are only interested in securing government positions. After the 1993 violence, the Maasai and the Kikuyu are living in peace. The Kikuyu farm in our land, we marry Kikuyu wives, we go to Maiella and they come to Nkampani without any problems compared to the days of violence [1993]. Problems relating to land ownership were the cause of violence in this region, although politics is to blame. Today we use the land together. We are one people.

(Maasai informant, Nkampani village, 13.10.2013)

A Maasai does not need to sell a cow or a goat to buy food for his family or to pay school fees for his children. Kikuyu have shown us that there is wealth in soil. This is why we [Maasai] are farming. When we [Maasai] go to the banks, hospitals, and schools, we find many Kikuyu people working there, and so we want our children to go to school so that they can also get these jobs.

(Maasai informant, Ol tepesi le Persimei village, 25.11.2013)

I am teaching my Maasai women friends that they should abandon the tradition of giving birth at home with the assistance of midwives. I inform them that antenatal clinics can best avert many dangers during pregnancy and childbirth. Their midwives do not have information on how to treat unexpected dangers such as excessive bleeding during childbirth or other complications.

(Kikuyu woman, Kigumu village, 03.06.2014)

As a Kikuyu renting farmland in Mpeuti village, you have to know how to relate well with the Maasai or Dorobo landowners so that you can farm longer. For instance, you have to pay the agreed amount of money in good time and without causing problems, otherwise they will rent the land to someone else. This is the new business among pastoralists here.

(Kikuyu farmer, Maiella trading centre, 10.09.2014)

The Maasai call me “Bakteng”. This name connotes respect and strong friendship. To them, I am very special in their lives. I have helped Maasai to start small shops and hotels in the villages of Mpeuti and Nkampani. They collect their stock mostly on credit from my shop here in Maiella and pay their debts once they have sold the goods. By doing so, I do not have to keep a large stock in my shop and wait for individual shoppers who may buy just one item at a time. I make business as I help others. If violence were to erupt as it did in 1993, I would flee to any of my Maasai friends.

(Kikuyu wholesaler, Maiella trading centre, 16.09.2014)



Figure 2. Counties of Kenya showing Narok and Nakuru counties (source: modified from GeoCurrents).

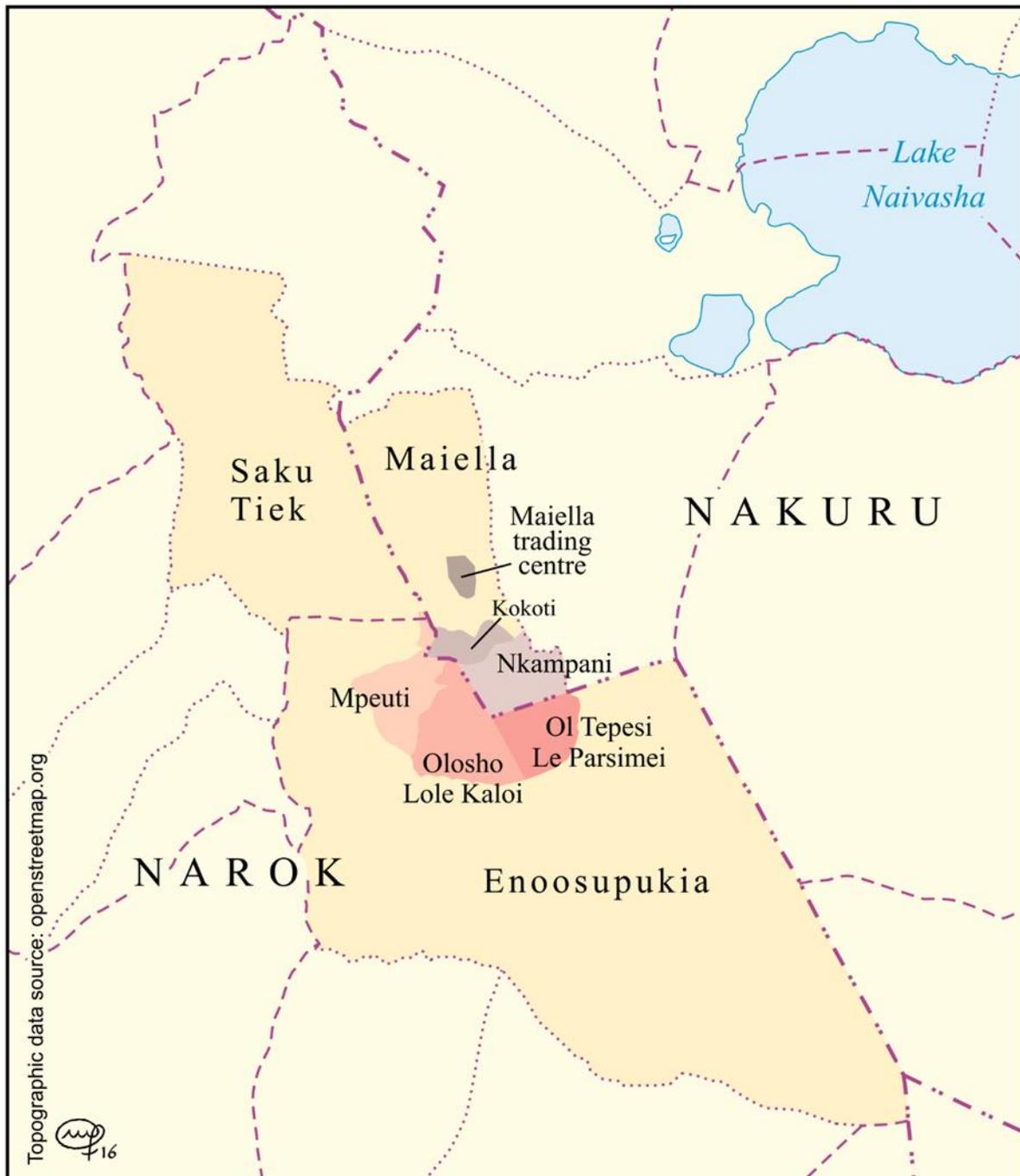


Figure 3. Study area at the border area of Narok and Nakuru counties: Maiella Sub-location villages - Nkampani, Kokoti, and Maiella trading centre; Enosupukia Location villages - Mpeuti, Olosho lole Kaloi, and Ol tepesi le Parsimei (source: field data, 2014).

## CHAPTER 1: Introduction

The Maasai and Kikuyu are one large “family” and the conflicts between them can be taken as any normal conflicts in a family setting, except that politics knocks the heads of two brothers against each other, as it was in 1993. The survival of one group is largely dependent on the other.

(Shushu, Maiella trading centre, 21.08.2013)

“There was no Maasai camp without its Kikuyu; that’s my Kikuyu! That’s mine!” – these are the words of a Maasai elder who was describing how, in the colonial period, Kikuyu clients and the daughters they offered as wives enlarged a Maasai chief’s or elder’s households, giving him weight in the community (see Waller, 1993: 241). Kikuyu obtained settlement and rights to land from their Maa-speaking neighbours, while their presence as dependants on Maasai households enhanced symbolic capital on the part of Maasai. These symbiotic relations have strong social and economic benefits.

Interdependent relationships between Maasai (including Dorobo<sup>5</sup> hunters and gatherers) and their neighbours, particularly Kikuyu farmers, have existed at least since the early days of their contact with Europeans. The relationships can be analysed in terms of three aspects. (1) *social-cultural*: intermarriage, adoption, and initiation, among other ritual ceremonies; (2) *economic ties*: trade, patron-client services, and cooperative resource-use; and (3) *political networks*: military alliances against common enemies, and anti-colonial campaigns (see Lawren, 1968; Sorrenson, 1968; Muriuki, 1974; Tignor, 1976; Berntsen, 1976; Galaty, 1993b: 187-190; Spear and Waller, 1993; Spencer, 1998; Blackburn, 1996).

These ties and networks represent important adaptive responses in the social-ecological environments of East African rangelands. More importantly, the relationships offered insurance against anthropogenic and naturally occurring risks, uncertainties, and disasters, including warfare, poverty, livestock diseases, and droughts. The survival of one group was largely dependent on the other.

Despite the mutual benefits for which Maasai and Kikuyu sustained peaceful relations, conflicts, which primarily revolved around struggles over access to and ownership of resources, were an integral part of the social order (e.g. Campbell,

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<sup>5</sup> The Dorobo progressively “became” Maasai by adopting the Maa language and culture (see Kratz, 1980; Blackburn, 1996). Chapter 2 provides more insights about the Dorobo.

1993: 261; Spear, 1993: 22; Waller, 1993). Interestingly, violent conflicts rarely succeeded at creating lasting divisions. Neither Maasai nor Kikuyu survived in isolation from one another.

Rather, the Maasai and Kikuyu survived by exploiting strategic alliances and capitalised on cultural symbolic repertoires necessary for reducing opposition and rivalry. They anchored coexistence largely on notions of sharing resources, ideas, wives, norms, values, and institutions. Moreover, binding oaths of friendship (e.g. Muriuki, 1974) as well as adoption and intermarriages encouraged social control and restraint from undesirable behaviour, but did not necessarily prevent instances of violent conflict. Consequently, oscillations between conflict and coexistence defined social structure (Galaty, 1993a: 68). John Galaty notes that coexistence often preceded and succeeded periods of open conflict in the Rift Valley.

The twenty-first century has seen an increasing interpenetration of past relationships. Specifically, Maasai and Kikuyu strive to deal with contemporary property rights issues and social-political dynamics. However, population growth and increasing scarcity of land, coupled with politicisation of land and ethnic categories, produce notions of belonging and lead to the violent regulation of resources. These factors constrain peaceful relationships, but also create opportunities such as the innovation of institutions – rules that govern social behaviour and by which actors sanction offenders.

In the study area of Maiella and Enoosupukia, south of the Lake Naivasha basin, two periods accounted for massive violence between Maasai and Kikuyu: 1969/1970, and 1992/1993<sup>6</sup>. In both periods, intergroup violence coincided with political campaigns and general elections in Kenya, the first general elections having occurred in 1969, after independence in 1963. The 1993 violence was the worst ever witnessed in the history of the two groups.

In October 1993, an organised assault perpetrated by hundreds of Maasai vigilantes, with the assistance of game wardens and administration police, killed more than 20 migrant farmers of Kikuyu descent. Consequently, thousands of migrant farmers, the majority of whom were victims of European expropriation of land in the Central Province of Kenya, were violently evicted from Enoosupukia at the instigation of local

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<sup>6</sup> Situations in 1997, 2007/2008, and 2013 are also highlighted. In the study area, however, these periods were characterised by tensions and small-scale conflicts or disputes, but not large-scale intercommunity violence as had been witnessed in the late 1960s and the early 1990s.

politicians. Informants noted that about a dozen Maasai lost their lives at the hands of Kikuyu men of Maiella who retaliated against the Maasai vigilantes.

Nowadays, however, intercommunity<sup>7</sup> relations between Maasai and Kikuyu are surprisingly peaceful, and the cooperative use of natural resources is the rule rather than the exception. There seems to be a form of reorganization. Violence seems to be contained and the local economy has since recovered. This does not mean that there is no conflict, but people seem to have the facility to solve them peacefully.

How did formerly violent conflicts develop into peaceful relations? How did competition turn into cooperation, facilitating changing land use?

This dissertation goes beyond the factors that shaped the 1993 violence and previous violent conflicts between Maasai and Kikuyu to explore the value of cross-cutting ties and local-level institutions in turning a previously violent setting into a social situation characterised by a multitude of intercommunity ties.

By cross-cutting ties, I refer simply to alliances and ties which people (individuals and groups), create with one another as social beings (see Kang, 1976; Gluckman, 1955; Colson, 1953). Cross-cutting ties were theorised by social anthropologists in the 1950s and were thought of as significant elements of social organization in communities characterised on the one hand by the existence of corporate kin groups (and other strongly tied groups) and on the other hand by ties linking these groups. The commonly used ties are those that structure day-to-day interactions guiding and shaping people's choices, practices, and activities in their social and ecological environments.

Cross-cutting ties foster and give meaning to concepts of sharing, exchange, and interdependence, and may develop into allegiances or conflicting loyalties where exchanges, ties, and practices are governed by social constraints.

In the studied area, cross-cutting ties and the conflicting loyalties associated with them result from intermarriage, land transactions, trade, and friendship. These not only account for peaceful assimilation but also involve a wide range of reciprocal exchanges of goods and services, social and symbolic capital, and cooperative use of land resources.

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<sup>7</sup> The usage of "community" appreciates the heterogeneity of actors, their often divergent interests, differential access to and control of resources, with possible conflicts over such resources, connections with external actors and markets, as well as the alliances, which individuals, households, and groups forge in order to successfully pursue their interests.

The dissertation adopts an anthropological approach to analyse how networks of relationships and social exchanges structure a cohesive social fabric in the areas surrounding Lake Naivasha<sup>8</sup>. It is worth mentioning that interpersonal and intergroup ties can easily become fragile and collapse or break down, thus explaining conflict or violence (e.g. Fukui, 1994; Schlee, 1997). In the context of my thesis, actors continuously rebuild ties, nurture new ones, and/or sustain existing ones.

Nevertheless, the presence of cross-cutting ties is not a guarantee for the absence of conflict. Quite to the contrary, the co-presence of people with diverse interests and the co-management of land and resources among these groups will inevitably lead to conflicts. What the thesis shows is that certain conditions enable cross-cutting ties to prevent conflicts from getting out of hand, from becoming violent, and from leading to a complete breakdown of social ties.

Irrespective of the presence of cross-cutting ties and split allegiances, institutions become crucial to prevent people from fighting one another and to regulate social behaviour (see Darby, 2003; North, 1998). They are the generally agreed-upon and enforced prescriptions that require, forbid, or permit specific actions for more than a single individual (Schlager and Ostrom, 1992: 250).

Building on the institutionalist perspective, an important part of this work utilises extended cases and narratives to describe how the local peace committee, an attempt to standardise an aspect of customary law, and *Nyumba Kumi*, a strategy of anchoring community policing<sup>9</sup> at the household level, attend to conflicts and disputes in the southern Rift Valley of Kenya. Here, disputes and conflicts relate to ownership of land, the alignment of boundaries, the rights of tenants, and the validity of land sales. Others include herder-farmer disputes, theft, marital, and in-law disputes.

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<sup>8</sup> Following Homans (1958), Thibaut and Kelley (1959), and Blau (1964), the exchange theory assumes (a) behaviour is motivated by the desire to increase gain and to avoid loss (or to increase outcomes that are positively valued and to decrease outcomes that are negatively valued); (b) exchange relations develop in structures of mutual dependence; (c) actors engage in recurrent, mutually contingent exchanges with specific partners over time; and (d) valued outcomes obey the economic law of diminishing marginal utility (or the psychological principle of satiation). Important discussions arising from this theory include power inequalities and access to valued resources, the value of exchanges in minimising risk and dealing with uncertainty, and relational cohesion as a principle of social exchange (see Cook, 2001: 5045-6). For critics of this theory see Emerson (1976).

<sup>9</sup> Community Policing (CP) is a policing philosophy that promotes organizational strategies, which support the systemic use of partnerships between communities and government policing agencies, and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime (DGCP, 2015).

The discussion shows how institutions become a web of interrelated norms (formal and informal) governing social relationships. Social networks of individuals and households help in anticipating, preventing, pacifying, and resolving small-scale interpersonal disputes, thereby limiting their possible escalation into large-scale intercommunity strife<sup>10</sup>.

Though necessary in ensuring peaceful relationships, institutions, like cross-cutting ties, may not prevent the occurrence or escalation of violence. As shown in this dissertation, local peace committees and *Nyumba Kumi* face internal and external constraints that could easily threaten peaceful relations. Nevertheless, actors increasingly integrate norms and values into the overriding social structure, thereby enhancing their relevance and effectiveness.

### **Maasai and Kikuyu: brief overview of literature and gaps**

The Maasai (including Dorobo) and their neighbours (particularly Kikuyu) have attracted enormous attention from administrators, travellers, traders, missionaries, and scientists since their first contact with Europeans (Hughes, 2006a).

Consequently, there is a wealth of literature on East African agro-pastoral landscapes, which tackle important topics relating to Maasai and their neighbours, dating at least from the nineteenth century.

Some scholars have described the groups' history (Lawren, 1968; Tignor, 1976; Berntsen, 1979; Waller, 1979; Sorrenson, 1968; Spear and Waller, 1993; Jennings, 2005; Hughes, 2006a). Others discuss the construction, development/transformation, and contestation of identity and ethnicity within the notion of inclusion and exclusion (Galaty, 1977; 1993b: 174-192; Waller, 1993; Sorrenson, 1968). Spencer (1998; 2003; 2004) tackles the important topic of social organisation, and emphasises the resilience of traditions of age-set organization and the pastoral economy.

Recent anthropological studies focus on pastoral risk management. Leslie and McCabe (2013) describe resilience strategies in two East African pastoral communities, while Fratkin and Mearns (2003) compare risk management among the

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<sup>10</sup> In Kenya, there is a tendency to label disputes, conflicts, or violence as "intercommunal" or "interethnic". These labels are often politically intended to obscure the main actors (organizers and perpetrators) or to pass the wrong impression of the situation, even when vigilante groups are allegedly paid or organized against members of society (commercialization of violence). Therefore, usage of these labels in the dissertation reflects uncertainty of the actors and the complexity involved in the analysis of related social phenomena, as shown in the example of the 1993 violence, discussed in chapter 3.

Maasai of East Africa and pastoralists of Mongolia. Diversity of livelihoods, the distribution of costs and benefits of conservation and tourism, and maintenance of institutions that facilitate restocking, among others, are discussed (McCabe and Leslie, 2013).

Fratkin and Mearns (2003) discuss cultivation and the shift from subsistence pastoralism to commercial pastoralism as examples of livelihood “sustainability” among the Maasai of Kenya. Some geographers have also added their voices to the discussion of risk management and drought coping strategies in the pastoral context (Butt, Shortridge and WinklerPrins, 2009). They show the importance of pastoral mobility as a drought-coping strategy.

Further, under the project “Land Use Change, Impacts and Dynamics” (LUCiD), a team of scholars described land-use change and economic improvement in Maasailand (Homewood et al., 2009; Cochrane et al., 2005; Radeny et al., 2007). Among other topics, they discuss livelihood diversification and the reorganisation of gender roles. Closely related studies have focused on tenure transformation, paying attention to the dissolution of communal lands and the implications of this for the future of the pastoral economy and the Maasai in general (Rutten, 1992; Lesorogol, 2003; 2008; Fratkin, 2001; Mwangi, 2007; Seno and Shaw, 2002; Lusenaka, 1996). A good number of studies discuss the conservation dilemma that arises due to the increasing fragmentation, privatisation, development, and cultivation of Maasailand (Lamprey and Reid, 2004; Okello, 2005; Groom and Western, 2013; Worden, 2007). The list of literature relating to the Maasai in general, and by extension to their neighbours, is long. The contributions presented are only a small portion of many studies. Above all, these contributions are thorough and excellent descriptions of social and ecological systems and related changes especially in the southern rangelands of Kenya. Their temporal scope, which spans both colonial and post-colonial periods, makes history relevant in contemporary social dynamics. However, literature on linkages and interfaces is much rarer. This can probably be explained by the overt focus on ethnic communities, often as distinct objects, at the cost of visions of “a society”.

Generally, some of these contributions pay very little attention to the role of agency and social institutions in the prevention and non-violent resolution of intermittent disputes and conflicts in the Maasai/Kikuyu society. We learn a lot about the benefits of social mechanisms and social relationships (networks) in groups’ social,

economic, and political prosperity but less about the potential of the networks of social relations to limit and/or resolve local disputes and conflicts. More importantly, peaceful relationships and nonviolent resolution of conflicts – which, for instance, encourage cooperative resource use – have not received the attention they deserve despite their being crucial adaptive strategies in shared agro-pastoral landscapes. Recent work by Mutie (2003), however, shows enthusiasm towards this topic. Mutie provides an excellent description of the coexistence of Maasai and Kamba despite conflict. He argues that coexistence involves ethnic distinction, social exchange, complementarity, and interdependence as well as ethnic antagonism and conflict. However, his work still lacks a comprehensive analysis of the roles of social and economic networks and institutions in limiting conflict or violence and in nonviolent resolution of conflicts. Maasai-Kikuyu relations (or, generally, intergroup relations) that foster peace have received little attention.

Additionally, the contributions have in common the understanding that agro-pastoralism and off-farm strategies contribute to economic improvement and development. Farming limits dependency on the livestock economy. In the studied area, market-oriented cultivation mainly by non-Maasai and non-pastoralist land-seeking clients (the majority of them Kikuyu) explains the massive conversion of pasturelands into intensively cultivated farm plots. Cultivation through leasehold arrangements presents economic opportunities on the one hand and challenges on the other, sometimes with potential conflicts. Agricultural intensification and its link to Kikuyu's *githaka* system, deserves more attention. Research in this area will help us to address the question of whether the fragmentation and privatisation of East African pastoral ranches increases (or reduces) the vulnerability of pastoralism and the livestock economy. This study reveals what seems to be a transformation of the Kikuyu's *githaka* system, an important tool for appropriating and controlling land. Moreover, local peace committees and *Nyumba Kumi* institutional innovations are fairly new developments in the area surrounding Lake Naivasha and, more generally, in Kenya. These institutional developments represent attempts at co-management of conflicts, as discussed in this thesis. This work is one of the first attempts to investigate how these institutional innovations play out in an area prone to violent conflicts, socio-political interference, land-use change, and tenure transformations. Through case-oriented views, I will demonstrate how local peace committees and

*Nyumba Kumi* broker agreements between conflicting parties at the local level, and also describe situations where such institutions lack the capacity to do so.

In relation to fragmentation, privatisation of formerly communally owned pastoral ranches, and consequent cultivation, this dissertation offers insights into the adaptation of pastoralism in intensively cultivated areas. Specifically, it shows how actors re-organise property rights to land through land transactions, how Maasai landowners and Kikuyu land-seeking clients negotiate access to and use of land, and how they relate leasehold arrangements to the overriding social structure and value systems. Leaseholds become an important strategy to protect land against land grabbers, including the state, while the returns are often ploughed back to livestock development. This work shows how leasehold arrangements constitute conflicting loyalties that not only limit conflict but also encourage cooperative use of resources. It also highlights contestations in leaseholds arrangements.

Lastly, the familiar description of Maasai-Kikuyu relationships as highly antagonistic is somewhat misleading. In the 1970s, scholars described agricultural Kikuyu as living in terror of their perpetual enemies, the pastoral Maasai (see Berntsen, 1976). Such descriptions persist to date. For instance, Amman and Duraiappah (2001) link land tenure, land use, and land degradation to increasing violent conflicts between herders and farmers in Narok county, which forms part of this study. They paint the Maasai as victims of transforming land tenure systems, the market economy, and land appropriation by outsiders, among them non-Maasai farmers and private developers.

On the contrary, this study approaches Maasai and Kikuyu as peaceful neighbours. It shows that congenial and cordial relationships between the two groups extend far back into history and, although the groups progressively became victims of social-political changes that interfere with existing alliances, they still manage to buffer such changes.

Additionally, Maa-speakers are not merely victims of land tenure transformation and appropriation by outsiders. Indeed, they too play a crucial role in accelerating land subdivision and privatisation as well as land transfer to non-Maasai land-seeking clients. Lesorogol (2003; 2008), for example, explains how competing interests and economic and ideological reasons caused pastoral communities to progressively privatise formerly communally owned ranches to form individually owned plots at least since the 1970s. In the studied area, such privatisation has progressively

increased commoditisation of land, and led to the creation of mainly two categories of people – “winners” and “losers”.

Those who could be referred to as “winners” profit from leasehold arrangements and the market economy associated with private property – which, in this area, includes agricultural investment and, sometimes, the use of land as collateral for loans or for speculation. They then use the returns from their proprietorship of the soil and from leasehold arrangements to restock herds or to buy more stock, to purchase supplementary feed and drugs, or to hire/lease grazing far away from the intensively cultivated areas as an adaptive strategy to cope with droughts and reduced availability of pasture. Land renting thus complements the livestock economy. Privatization of land, though seen to increase vulnerability in livestock systems (Galvin, 2009), also serves critical ideological needs, such as assuring young men of their inheritance rights. “Losers”, as Rutten (1992) put it, “sell wealth to buy poverty”.

Therefore, despite ethnicity being thought of as a “spoiler” in many situations in Kenya, this work shows that ties and alliances in mixed communities have persisted rather “undisturbed” despite the prevalence of ethnicised political economies. As individual land holdings shrink, as populations grow, and as new markets open, individuals and households explore land and settlement in the frontiers by nurturing close ties with others, often with little regard to their identities. They employ various strategies to appropriate resources while remaining conscious of the inherent risks, including conflicts, but they are willing to take their chances in an effort to improve their wellbeing and that of their future generations.

## **Research questions**

The study was guided by two central questions: what are the roles played by:

- a. cross-cutting ties, and
- b. local institutions

in turning violent conflict into peaceful interaction and competition into cooperation, thereby facilitating changing land use?

Specific questions included:

1. What is the link between land, politics, and conflicts in the history of the agro-pastoral landscape of Maiella and Enoosupukia?

2. To what extent do cross-cutting ties and the conflicting loyalties associated with them promote social-economic interdependence and enhance locally contextualised forms of social control necessary for peaceful relations between Maasai and Kikuyu?
3. How are rules (institutions) innovated in the face of changing human-environment relationships?
4. In what ways has the recent effort by the state to “implant” grassroots-level institutions (local peace committees and *Nyumba Kumi*) affected the management of conflicts and crime, and under what circumstances can they contribute institutional support for peaceful conflict management and crime prevention?

### **Strengths and limitations of the study**

This thesis tackles and revisits one of the great discoveries of social anthropology, namely the importance of cross-cutting ties and split allegiances in the alleviation of conflict and the maintenance of social order. It develops a number of interlinked themes, which give the thesis several different arguments. More importantly, it engages with people’s life stories in particular ways in order to understand their reflections and experiences of conflict and the benefits they derive from sharing social and economic spaces peacefully.

The study relies on the tradition of anthropological inquiry, namely participant observation, which provides a researcher with first-hand experience and day-to-day contact with informants, thus allowing him to understand and interpret social situations in a holistic way. Its willingness to examine the experience of non-Western cultures is ideally situated to inform us about the nature of human peace (Sponsel, 1994: 7-8).

In terms of theory, the dissertation goes beyond the explanations of violence (common in the social sciences) in order to understand systems of peace and nonviolence. By doing so, one is able to understand how actors turn a violent situation into peaceful one, and possibly how they maintain social order and mutually beneficial relations.

However, anthropologists and ethnographers often attempt to describe social situations in particular contexts. Measurement of behaviour, the durability of ties, and

the effectiveness of institutions is an obvious limitation. Cross-cutting ties, just like institutions, may only be effective within limited temporal and spatial dimensions, and are dependent on socio-political factors which play out in specific communities and contexts. The goal here, however, is not to emphasize the durability of ties or effectiveness of institutions. Rather, the aim is to understand the locally contextualised ways through which actors create and sustain ties, how and why ties break down, and how actors nurture new ties and/or rebuild existing ones – more so, what cross-cutting ties actually mean for people in their daily affairs as well as for the larger social dynamics.

Obviously, the study's focus on a particular case limits its generalisability. However, focusing on a specific geographical area best allows the description of a community and its unique needs, most of which are defined and shaped by context-specific dynamics. It also allows one to utilise a mixed-methods approach, thereby drawing on a wide range of complementary datasets to understand past and present relationships in mixed communities.

Furthermore, the study goes beyond an ethnographic description of one community (very typical for East Africa) and focuses on a space and time within which two communities meet and become one society, fluid and with frictions. The findings therefore shed light on possible scenarios in similar or different social-ecological situations, both in East Africa and beyond.

## **Outline**

This dissertation is divided into nine chapters. Part 2 of the introduction deals with some theoretical concerns, seeking to locate the study within broader discourses of violent conflict, conflict resolution, and peacebuilding. Chapter 2 discusses the design adopted for research and the methods utilised to collect data. Chapter 3 contextualises the history of mobility and interactions between Maasai, Kikuyu, and Dorobo in the former Maasai southern reserve where the study area is located. The chapter highlights historical alliances, exchanges, and transactions between these groups as well as their struggle over resources. It also shows how the post-colonial era ushered in a politicisation of land and ethnic categories, which accounted for intermittent conflicts beginning from the mid-1960s and politicised violence in the

early 1990s in the studied area. The efforts aimed at reinstating peaceful relations after the violence are central to the discussion on peacebuilding.

Chapters 4, 5, 6, and 7 focus on a number of themes that are developed in the form of narratives: intermarriage, land transactions, livestock trade, and hairdressing, respectively. More importantly, the chapters show how diverse networks of relationships develop into conflicting loyalties, which enhance social solidarity, minimise ethnic-based classifications, and foster structural constraint on individual choices, actions, and behaviour. Conflicting loyalties also increase the material and psychological costs of conflict.

Chapters 8 and 9 shift focus of the discussion to peacebuilding in Kenya and the studied area. Chapter 8 frames peacebuilding with reference to local peace committees and *Nyumba Kumi*. Here, I apply the co-management approach to theorize institutional innovation and to discuss Kenya's devolved peace and security framework, which is framed by ideas of decentralization and delegation of responsibilities from the state to the community level.

Chapter 9 presents a dozen extended cases that provide the reader with details of actual disputes in the studied area, dispute-resolution processes, and the constraints involved. It also draws some general themes arising from the cases. Nowadays, local peace committees and *Nyumba Kumi* handle the bulk of disputes at the local level. However, complex conflicts like those exemplified by Cases 11 and 12 exceed the capacity of these institutions and that of local administrative structures as well. Most of these often politicised conflicts have the potential to transform into violence.

The conclusion reflects upon the main questions addressed in this study. It joins strands from preceding discussions and explores various motivations that drive the formation of ties and alliances in multi-ethnic settings, despite the inherent risks.

Moreover, it critically examines the durability of cross-cutting ties and the effectiveness of local institutions, and proposes areas for further research.

## **Theorizing violent conflict and peaceful relations**

Several theories that link violent interaction to specific social dynamics are briefly highlighted. To explain peaceful relations in the society, cross-cutting ties and conflicting loyalty theory, joking relationships, the “peaceful societies”, and institutions are briefly discussed. The objective here is not a critical or comprehensive review of theory; rather it is my intention to highlight those elements of these different theoretical approaches that matter most for this thesis; informing my initial methodological design as well as the later interpretation of the data. However, before embarking on theoretical discussion of peacebuilding, it is important to begin by addressing the preoccupation of anthropology, and the social sciences more generally, with violent conflicts.

### **Anthropology and the social sciences’ pre-occupation with violent conflicts**

Violence and conflicts have long been of interest to anthropologists and other social scientists (e.g. Vanhanen, 1999; Sponsel, 1996: 96). Anthropological interest in conflict is wide-ranging, from personal motivation in conflict, through the social structures and dynamics of specific conflict situations, to interest in the global nature of contemporary militarism (Sluka, 1992: 20). According to Sluka, anthropologists and other social scientists are more interested in the subject of social conflict today than in the past. Notably, in the post-World War II era, particularly the late 1950s and 1960s, anthropological interest in social conflict and violence was greatly stimulated by the national liberation struggles and other conflicts associated with the process of decolonisation in the Third World, where the majority of anthropologists worked (Sluka, 1992: 21).

Resource conflicts in Sub-Saharan Africa gain much attention across the social sciences (e.g. cases in Le Meur et al., 2006; Derman et al., 2007). The major thrust of the literature has focused on the search for root causes of violence, linking violent interaction to specific social dynamics: the politicisation of ethnicity (Vanhanen, 1999; Montalvo and Reynal-Querol, 2005; Sambanis, 2001; Jackson, 2002), social exclusion (Le Billon, 2001; Richards, 2003; Watts, 2004), contested entitlements (Brass 1985; Bryant, 1998), the militarisation of profit-seeking elites (“greed and grievance”) (Collier and Hoeffler, 2004), and competition over scarce resources

(Homer-Dixon, 1994). Generally, natural resources are at the centre of violence and conflict in Africa (Alao, 2007).

Notably, scholarly discussions in the Global North have a keen focus on violence and conflict. In the edited volume “Anthropology of Violence and Conflict”, Schmidt and Schröder (2001) of the European Association of Social Anthropologists (EASA) use examples from Africa, North and South America, Albania, Sri Lanka, and the former Yugoslavia to emphasise that violence is a key feature of human social relations.

Sluka (1992: 19) notes that social life inevitably entails frustrations and incompatibilities between individuals and groups, and so conflict, which varies in degree and form, is a basic form of human interaction that occurs in all social systems – social conflict is a cultural universal.

In East Africa, just like in most parts of the continent and the globe, the root causes of violence have received much attention in the recent past. While discussing pastoralist conflict in the Rift Valley, Mkutu (2008) links the arms trade, which according to him is a symptom of state failure, to the escalation of banditry, cattle rustling, raiding, and ethnic conflict. Other scholars link Kenya’s violent conflicts to the question of land and the politicisation of ethnic categories (Kanyinga, 2009; Galaty, 1992; Klopp, 2001: 134-160; Human Rights Watch, 1993). In Uganda, Bainomugisha, Okello and Ngoya (2007) associate the politicisation of borders, erosion of traditional authorities, and environmental scarcities to land conflicts. Others relate overpopulation, climate change, and environment-induced migration to violent conflicts in Kenya, Somalia, and Ethiopia, among other parts of the world (see further examples in Reuveny, 2007).

While the major thrust of social science literature in East Africa has focused on the search for root causes of violence, very little has been said on the conditions and practices of non-violent conflict resolution<sup>11</sup>. In addition, situations where prior

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<sup>11</sup> Conflict resolution is the settlement or avoidance of disputes between individuals or groups of people through solutions that refrain from violence and that attempt to reunify, re-harmonize, and preserve amicable relations between people involved in internal conflicts (Bonta, 1996: 406). Miall (2004) notes that “conflict resolution” or “transformation” are preferred than “conflict management”, which sees conflicts as ineradicable consequence of differences of values and interests within and between communities, whose propensity arises from existing institutions and historical relationships, as well as from the established distribution of power. Disputes are “short-term disagreements that are relatively easy to resolve, while conflicts are long-term, deep-rooted problems whose resolution is dependent on the nature of the conflict, the parties involved and the institutional processes through which negotiations and resolution is based...disputes and conflicts can occur independently of one another, they may also be connected, that is, short-term disputes may exist within a larger, longer conflict” (Spangler and Burgess, 2013).

violence turned into peaceful interaction have attracted little attention, though the analysis of such transitional phases holds the promise of contributing to applicable knowledge about conflict resolution.

Despite the fact that violence is costly in many ways (loss of lives, loss of access to resources, degradation), actors seem to be caught up in a vicious circle from which there is no escape. However, Fearon and Laitin (1996: 175) have drawn attention to actors who succeed in managing conflicts peacefully. Providing examples from Africa and the post-Soviet world, they argue that peaceful and even cooperative relations between ethnic communities are far more common than is large-scale violence. In many ways cooperation is the norm and violence the exception in Kenya and in the study area too. Indeed, even the most notorious agro-pastoral areas prone to ethnic violence in Kenya show considerable commitment towards peaceful relations. Such cases include the Oromo and Pokomo in Tana River county (Prins, 1952; KNCHR, 2012; Cuppen, 2013) as well as Pokot and Marakwet in West Pokot and Elgeyo-Marakwet Counties (Huho, 2012) among others.

However, when social scientists have dealt with such transitions towards peaceful intergroup relations, they have often focused on the effects of government measures and NGO activities (e.g. peace caravans). Such formal post-conflict peacebuilding strategies tend to concentrate on short-term political and economic stabilisation at the national level (Filipov, 2006: 7) and often fail to attend comprehensively to factors that shape conflicts at the grassroots level. Hence, social science research focusing on such interventions often deals with changing State-community relations.

Sponsel (1996: 96) notes that the general tendency to focus on the causes of violence has often implied a neglect of nonviolent conflict management strategies. While taking note of the disproportionate interest in warfare by anthropologists, Gregor and Sponsel (1994) argue that “for human society to persist, even the most violent of them, there must be order, sociability, reciprocity, cooperation, and empathy – perhaps even compassion and love”. Indeed, all societies exhibit patterns of conformity and cooperation (Nader, 1968: 238).

Hussein, Sumberg and Seddon (1999: 402-414) assert that the popular views of acute violent interaction have been supported by academics, practitioners, and donors, consequently raising the handling of resource conflicts high on Africa’s development policy agenda. They claim that the popularisation of what appears to be a “conventional wisdom” – increased competition for resources leading to increased

violent conflicts – leaves little room for local negotiation, adaptation and innovation, and seems to deny any role for agency in the non-violent resolution of local conflicts. While it is necessary to understand the factors that shape violence and conflicts, it is equally important to go beyond the disputes themselves to the processes involved in achieving and enforcing settlements in order to understand conflict management, and not to focus on the perhaps premature merely spectacular violent solutions. This study is an attempt to do so.

## **Peaceful relations**

Evidently, it is more difficult to define peace than violence in a sociologically meaningful manner. Various attempts have been made to do so (e.g. Robarchek and Robarchek, 1998; Galtung, 1967; 1969). Galtung (1969: 183), for instance, understands peace as the absence of interpersonal and structural violence.

Structural violence is a violence embedded in the social-economic structure of society and is reflected by such conditions as widespread poverty, hunger, avoidable diseases, and social-economic deprivations (Thee, 1980: 4-5).

However, while discussing societies that are considered peaceful, authors have noted the capacity for interpersonal violence and forms of structural and symbolic violence. They have shown how cultural strategies are utilised to contain such violence (e.g. Fabbro, 1978; Robarchek and Robarchek, 1998; Bonta, 1996; 1997; Dentan, 2001; Fernea, 2004). In this study, peace is defined not simply as the absence of violence, but as the capacity for and practice of nonviolent cooperation in the face of pertinent challenges.

Nonviolent cooperation invariably builds on processes of conflict resolution and peacebuilding. In this study, conflict resolution is understood as the settlement or avoidance of disputes between individuals or groups of people through solutions that refrain from violence and that attempt to reunify, re-harmonise, and preserve amicable relations between people involved in internal conflicts (Bonta, 1996: 406).

Peacebuilding broadly focuses on the social, psychological, political, and economic environments at the grassroots level and aims to create a structure of peace that is based on justice, equity, and cooperation (i.e. positive peace), thereby addressing the underlying causes of violent conflict so that they become less likely in the future (Gawerc, 2006: 339).

Why are societies peaceful? How is violence turned into cooperation? There are several explanations, which can be attributed to peaceful relations in human societies. These are discussed below.

### **Cross-cutting ties and conflicting loyalty theory**

The theory of cross-cutting-ties/conflicting loyalties argues that cross-cutting ties between communities lead to conflicting loyalties with a number of actors; these actors in turn will attempt to prevent violence between communities (e.g. Radcliffe-Brown and Forde, 1950; Gluckman, 1955; Colson, 1953). In a cross-cultural study, Kang (1976) operationalised cross-cutting ties and took various forms of exogamy and intercommunity marriages as a major evidence for the presence of such groups (Kang, 1976: 203). However, she only found weak effects to support the cross-cutting ties hypothesis (e.g. Göhlen, 1990; Kang, 1976).

Indeed, in some cases where cross-cutting ties exist they even escalate conflicts (Schlee, 1997). Fukui (1994) notes that cross-cutting ties may easily become fragile, collapse and/or break down thus explaining conflict. This study presents a rather different picture. I argue that during and/or after violent conflict, actors often manage to reorganise, strengthen and/or form new ties and alliances or try to sustain existing ones – various motivations to do so are tackled here. Intergroup ties therefore do not necessarily diminish with instances of violent conflict, and the breakdown of ties may not necessarily explain conflict. This is not to mean that the disruptions and disturbances brought about by violence do not affect networks and ties. Rather, ties and alliances operate in a complex social world where such perturbations may even strengthen them. Among the Arusha farmers and their neighbouring pastoral Maasai of Tanzania, for instance, scholars have shown how social systems may control or limit conflicts that are always possible as the result of divergence of sentiment or interest (see Gulliver, 1963; Spear, 1993: 122-133; Galaty, 1993b: 182-192).

From a local perspective in Maiella and Enoosupukia, social ties matter, and they served to motivate me to reconsider the cross-cutting ties hypothesis. I hypothesise that it is especially the multiplex character of cross-cutting ties which inhibits or rather discourages violent interaction. In situations of violence, it is the actors who have ties with both conflicting groups that will first and foremost engage themselves in peaceful intercommunity relations.

In the context of my thesis, relationships which result from cross-cutting ties are often accompanied by significant material transfers and engagements. Therefore, cross-cutting ties foster and give meaning to concepts of sharing and interdependence, and may develop into allegiances or conflicting loyalties where reciprocal exchanges and social capital are governed by social constraints.

## **Joking relationships**

The joking relationships theory is akin to cross-cutting ties ideas. Joking relationships are central to studies on social structure and function in social anthropology. British Anthropologist Radcliffe-Brown (1940: 195) defines joking relationship as a relation between two persons in which they are by custom permitted, and in some instances required, to tease, make fun of, ridicule, joke openly, and insult one another and so on in a joking and reciprocal manner without taking offence.

He categorises joking relationships into two: (1) symmetrical, where each of the two persons tease or make fun of the other, and (2) asymmetrical, where A jokes at the expense of B and B accepts the teasing in good humour but without retaliating; or A teases B as much as he pleases, while B in turn teases A only a little. This makes joking relationships, “a combination of friendliness and antagonism, whose expression arouses hostility, but it is not meant seriously and should not be taken seriously” (Radcliffe-Brown, 1940: 196). Some joking relationships may be only verbal, while others may include horseplay, and yet others could include elements of obscenity (Radcliffe-Brown (1940: 195; Kuper, 1977).

Recent studies on joking relationships and ethnic humour point out that such relations are important in conflict resolution and peacebuilding in divided societies (Zelizer, 2010), in creation of supportive social relationships (Jones, 2007), and in simplifying everyday life by increasing the positive evaluation of one’s own group through negative evaluation of others (Grubor and Hinic, 2011). However, ethnic humour, comedy, and other aspects of joking relationships have the potential to exacerbate conflict by intentionally or unintentionally demonising others (Zelizer, 2010: 1).

In the context of Maiella and Enoosupukia, joking relationships represent a part of normal conversations between friends. They often take the form of “Churchill Show”, a popular television comedy in Nairobi, which is designed primarily to create humour

out of the everyday lives of ethnic groups in the country. However, comedians must not confuse making fun of others with being cruel or “injuring” the feelings of those implicated. In the same way, while friends use ethnic jokes to ridicule, for instance, “rigid” cultural practices such as female circumcision or pastoral tendencies among Maasai, they ensure that such jokes do not cross the line and so spoil their good relations or interfere with economic transactions. In Chapter 6, a Kikuyu and a Maasai engage in an informative joking relationship during a transaction involving livestock.

### **Societies at peace/non-violent societies**

Some anthropologists and sociologists have described a small number of human societies as “peaceful”. The encyclopaedia of selected peaceful societies<sup>12</sup> lists about twenty-five such societies, among them Mbuti, Nubians, Rural Thai, Semai, Amish, Batek and Yanadi. Societies that are considered peaceful “live a nonviolent way of life which is almost totally free of interpersonal violence or overt expressions of hostility” (Robarchek, 1981: 103; Bonta, 1993; 1996). Such societies consider peaceful behaviour to be honourable and conducive to the accumulation of symbolic capital.

Fabbro (1978: 17) describes peaceful societies as not engaging in violence against other groups, having no civil wars or internal collective violence, not maintaining a standing military-police organisation, experiencing little or no interpersonal lethal violence, and lacking certain forms of structural violence (also Howell and Willis, 1989). Peaceful societies observe varying cultural practices; some do experience violence (e.g. murders, fights etc.), but they share the attribute of utilising cultural strategies to contain it.

These studies (on peaceful societies) all focus on small-scale societies or minorities. Therefore, although necessary when discussing peace and nonviolence, the “peaceful societies” perspective is not relevant to my study. Rather, this thesis examines major populations, which are rather heterogeneous and whose members exemplify notable social-economic disparities, and experience some forms of competition as well as having considerably different cultures. Interestingly, these

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<sup>12</sup> [www.peacefulsocieties.org](http://www.peacefulsocieties.org)

cultural differences, including those established in traditional belief systems, become increasingly narrow as groups progressively share norms, values, and institutions.

### **Institutions and co-management of conflicts**

Apart from the cross-cutting ties theory, research on the institutionalist perspective features as equally important in understanding social relations. Coming mostly from political science, this perspective argues that it is institutions (rather than ideals or conflicting loyalties) that prevent people from fighting one another (e.g. Darby, 2003). Institutions are meant to establish rules of conduct, monitor behaviour, and sanction deviant behaviour if need be (see also North, 1998).

The present study borrows insights from recent work and practice in peacebuilding and conflict resolution, which have popularised the co-management of natural resources and related conflicts. Co-management connotes a collaborative institutional arrangement among diverse stakeholders for managing or using a natural resource and for managing related conflicts (Castro and Nielsen, 2001). According to Borrini-Feyerabend et al, (2000), co-management enables two or more social actors to negotiate, define, and guarantee among themselves the sharing of management functions, entitlements, and responsibilities for a given territory or set of natural resources. Brown (1999) notes that co-management is more of a “working partnership” between the state, local communities, and other stakeholders whose principles are embodied in participatory/collaborative management.

Castro and Nielsen (2001) argue that co-management agreements between indigenous people, other stakeholders, and state agencies offer substantial promise as a way of dealing with natural-resource-based conflicts. However, they observe that co-management agreements can set new conflicts in motion, or cause old ones to escalate. The result, according to these scholars, may not be power-sharing, but rather a strengthening of the state's control over resource policy, management, and allocation, a situation that may further marginalize indigenous communities rather than contributing to local empowerment.

Driven by ideas of “sustainable peacebuilding”, scholars and practitioners call for a participatory/collaborative approach to the management of violent conflicts (Ramsbotham, Woodhouse and Miall, 2011; Lederach, 1997; Borrini-Feyerabend et al, 2000). Noting the inability of the state to deliver the promise of sustainable peace

in Africa and elsewhere, there is increasing recognition of non-state actors (the local community and civil society) in peacebuilding initiatives (e.g. Adam, Verbrugge and Boer, 2014; Baranyi and Weitzer, 2006; Reychler, 2002; COM, 2004; FAO, 2002; Lederach, 1997; Marshall, 2006; Miall, 2004; Rupesinghe, 1995; USAID, 2012; Wehrmann, 2008). What is required, according to Castro and Nielsen (2001), is a clear assessment of the benefits and limitations of co-management as a mechanism for promoting conflict resolution, peacebuilding, and sustainable development.

In the last few decades, Kenya's agenda on peacebuilding, conflict management, and crime<sup>13</sup> prevention has circled around co-management ideas (or what some call hybrid governance). Following the 2007/2008 post-election violence, widespread interethnic clashes<sup>14</sup>, and Al-Shabaab terrorist attacks in Kenya (see Anderson and McKnight 2014; Anderson and McKnight, 2015; Lind, Mutahi and Oosterom, 2015; International Crisis Group, 2014), the state embarked on a devolution of capacities to ensure security and peace at the local levels. The state gave the rights to handle specific local conflicts and crime prevention issues to local peace committees and *Nyumba Kumi*.

Especially the peace committees' initiative has gained considerable popularity in most agro-pastoral settings in Kenya, which are prone to violent conflicts (see examples in Pkalya, Adan and Maside, 2004; Huho, 2012; Cuppen, 2013). Chapters 8 and 9 of the dissertation contribute to these studies. More importantly, chapter 8 show how the devolved peace and security framework in Kenya is already enmeshed in various complexities that characterise co-management arrangements, following Carlsson and Berkes (2005).

Despite these challenges, I argue that the interplay between formal and informal institutions in the co-management of conflicts is necessary. However, I acknowledge that local peace committees and *Nyumba Kumi* are in many ways "incomplete" and face serious constraints, most of which come from formal state apparatus and state laws, as discussed in this thesis. I also regard the institutionalist perspective as necessary. However, I suggest that the perspective mostly aims to explain how violent activities can be brought to an end successfully.

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<sup>13</sup> The Kenya 2015 Crime and Safety Report notes that crime rates are at a critical level.

<sup>14</sup> The land question, ethnocentrism, and politics are major causes of ethnic violence in Kenya as already discussed (see also Oucho, 2002).

## Study area: people, economy, and administration

### *Location and people*

The study area of Maiella and Enoosupukia falls in a portion of the former British-established Maasai southern reserve, in the southern part of Lake Naivasha basin in Kenya's Rift Valley. This area borders the Mau Forest Complex (Figure 4). Mobility and historical interactions between Maasai, Dorobo, and Kikuyu communities in this area are discussed in detail in Chapter 3.

Maiella derives its name from *Majella*, a massif in central Italy. The area known as Maiella today was until 1964 a settler farm (Maiella Estate) constituting some 16,338 acres of land. According to residents, an Italian commercial farmer who acquired the estate from a British settler coined the name. Archival sources indicate that colonial administrators contracted Italians for infrastructural development (e.g. construction of roads)<sup>15</sup>. There is also indication that during World War II, when Italian and British soldiers fought in East Africa in the 1940s, the British may have taken some Italian soldiers as prisoners of war who ended up working on British commercial farms in Kenya. However, there is little evidence to suggest when and under what circumstances ownership of the estate was transferred. Chapter 3 goes deeper into the history and transformation of Maiella Estate.

Enoosupukia refers to the Maa word *osupukiai*, which identifies a tree species (Latin: *Dombeya dombeya*) from which bees produce a very sweet, white honey (Matter, 2010: 39). Maasai (including Dorobo) and Kikuyu have inhabited this place for at least the last century. Through intermarriage, the offspring of a specific type of mixed parentage, known locally as *nusu nusu*, have become an important part of the population.

*Nusu nusu* (plural, *manusu*) is derived from the Swahili word *nusu* ("half"), and is mainly a cultural symbol of conflicting loyalties in the studied area (as discussed in Chapter 4). *Nusu nusu* is often used today by other people to refer to individuals of mixed identities, referring to offspring of Maasai/Kikuyu/Dorobo intermarriages, but those individuals rarely use the term in reference to themselves. The name is also commonly used to refer to Kikuyu who acquired Maasai identity through adoption, as labourers, friends, and in-laws of the Maasai. Some progressively acquired Maasai

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<sup>15</sup> Rhodes House, Oxford/ Handing Over Report/Mr. A.D. Galton-Fenzi to Mr. R.A. Jeary/Narok District/1st March 1957.

names and culture throughout the twentieth century. Some Kikuyu informants branded this group “Dorobo”, owing to a lack of clear identity. Notably, the processes of shifting ethnic identity have historical roots. The motivations and the conditions that enable or even provoke changes in ethnic identity but also the reproduction of ethnic boundaries, become clearer in the chapters below.

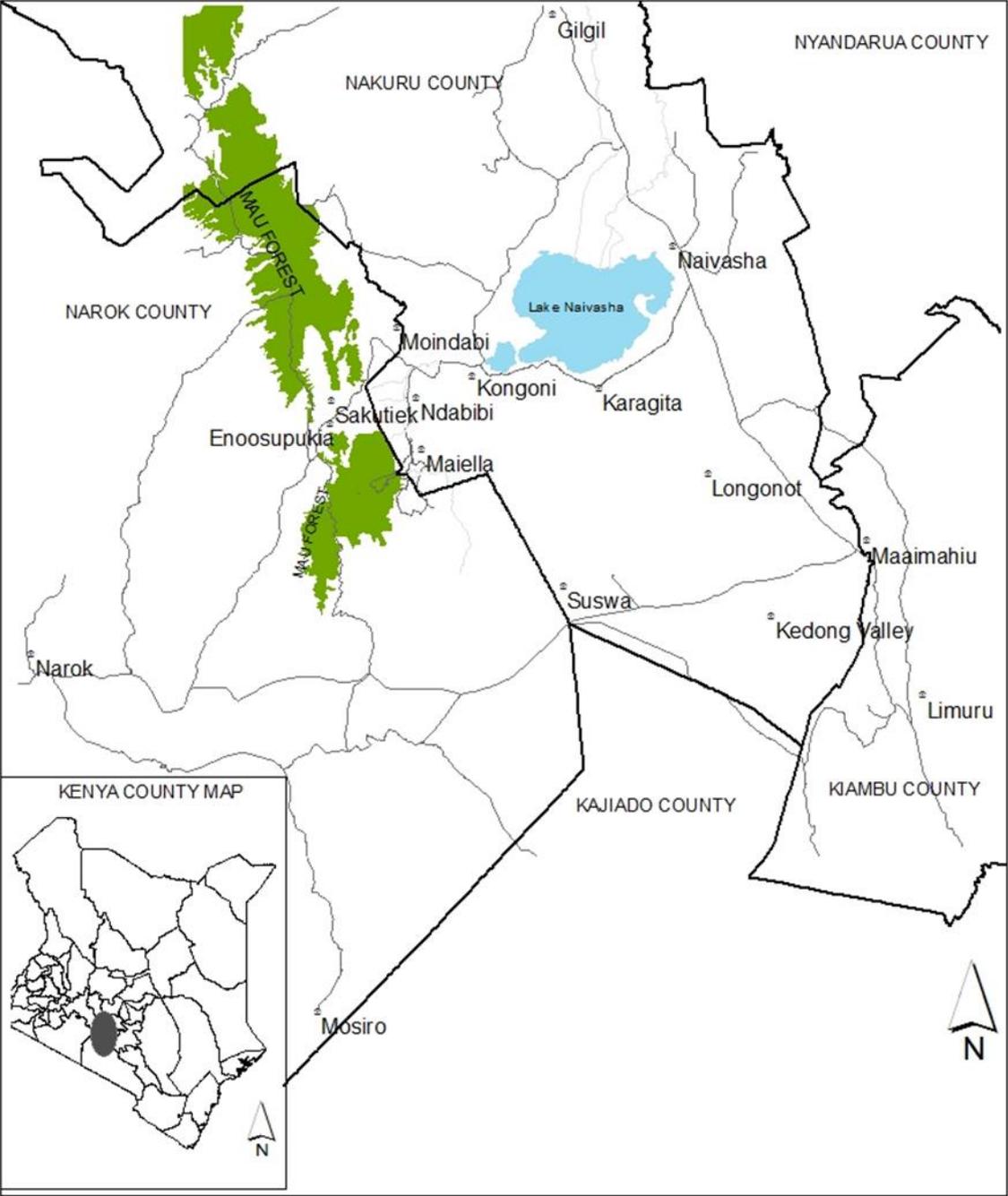


Figure 4. Study area and its environs (source: field data, 2015).

It is not clear when the term “*nusu nusu*” was coined but archival sources show that it was already in use in the 1950s. In a 1957 handing-over report, Galton-Fenzi, who was then District Commissioner of the Maasai reserve, noted that the *nusu nusu* population “would always be a problem for administrators”, due to their alliances to both dominant ethnic communities and their somewhat unclear relation to land<sup>16</sup>. Generally, *manusu* are strategically allied to the Maasai, for security of land tenure among other reasons, but still have positive regard for their Kikuyu identity (language and ancestry) and are more than willing to mobilise such identities when the need to do so arises<sup>17</sup>. Rogers, a *nusu nusu*, qualifies this group:

Every *nusu nusu* has a Maasai umbrella name with which they are associated. That name makes them Maasai and protects their ownership rights to land in Maasailand even if they married Kikuyu wives. *Manusu* are also Kikuyu, they speak Gikuyu because their mothers mostly come from Kikuyuland.

(Rogers, Gogoti market near Mpeuti village).

By virtue of their mixed identity, *manusu* have a good command of both Maa and Kikuyu languages and cultures. Indeed, the majority are multilingual, having also learned Swahili and English in school. Others are multicultural – like the Olosho Iole Kaloi population, who trace ancestry to a Meru ancestor from the Mt. Kenya area. *Nusu nusu* share some attributes with a group that John Galaty refers to as Narok Nusui. It is not clear, even from my informants, whether *manusu* and Narok Nusui both refer to a single group. According to Galaty (1993b: 189), “Narok Nusui represent not simply the children of Maasai and Kikuyu but bilingual bicultural families and individuals, now distanced from the pastoral economy, who participate in education, farming, trade, and land acquisition much more frequently than pastoral Maasai”.

The *manusu* I refer to often capitalise on the livestock economy, some utilising returns from commercial cultivation to increase herds. They utilise their strategic

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<sup>16</sup> Rhodes House, Oxford/ Handing Over Report/Mr. A.D. Galton-Fenzi to Mr. R.A. Jeary/Narok District/1st March 1957.

<sup>17</sup> Such precariousness of identities creates some difficulties in anthropological description of people and situations, more so in this study. The story at the onset of this thesis (preface) shows the example of an individual who claims three identities (Maasai, Dorobo, and Kikuyu). Indeed, during fieldwork, the questions asked could easily trigger informants to shift identities and ethnicities in order to find an appropriate answer. For example, when asked about land ownership in the Maasai villages, some Kikuyu claimed to be *nusu nusu* (or simply Maasai) perhaps to indicate some form of security of tenure. Throughout this dissertation therefore I have adopted the labels Maasai, Dorobo, *nusu nusu*, and Kikuyu depending on specific contexts (such as in the case materials provided). Though seemingly appearing to be “one society” (as opposed to different ethnic groups in a setting), identities and ethnic affiliations still play strategic roles.

position to accumulate land from their network of Maasai landowners, most of which is in turn leased to land-seeking clients, the majority of them Kikuyu. Some sell livestock to raise money for farm inputs like fertilisers and seeds and to hire farm labour and equipment, including tractors. Others keep considerable herds of cattle and small stock and are likely to rent, purchase, or negotiate for pastureland away from the cultivated areas.

A good number hire herders so that they can invest more time in coordinating commercial cultivation. As observed during fieldwork, *manusu* do not discriminate between the sexes in schooling their children. Notably, their strategic position in the two communities is crucial in livestock trade and in leasehold arrangements, as discussed in later chapters.

## ***Economy***

The local economy at Maiella and Enoosupukia is anchored on ongoing efforts towards peaceful intercommunity relations. Agro-pastoralism has progressively replaced specialised pastoralism and hunting, which were the main economic activities at least in the early twentieth century. Today, Maasai (including Dorobo) also cultivate, just like their Kikuyu neighbours. Due to changes in land-use patterns, hunting and gathering practices are no longer tenable; only a handful of Dorobo families have one or two hives today. These communities also practice a mixture of off-farm activities.

Enoosupukia is characterised by good agricultural soils and abundant rainfall, which allows for up to three harvests per year for some staples including vegetables: Irish potatoes (locally known as *shangi*), onions, cabbages, carrots, various types of leafy vegetables, and legumes such as beans and peas (*Pisum sativum*). Cereals (maize and wheat) are favoured in the warmer parts of Enoosupukia and Maiella.

Unlike other areas of Narok county, which have well-established large-scale plantations of wheat and other commercial crops, dilapidated roads and a difficult topography to manoeuvre within, as well as frequent heavy rains in parts of the study area, constrain large-scale mechanised cultivation. Instead, small-scale subsistence and commercial cultivation dominate. Leasehold arrangements on land between Maasai and Kikuyu are tackled in detail in Chapter 5.

The study area is in close proximity to Lake Naivasha's agro-industrial hub, a leading exporter of cut flowers and horticulture to Europe and other world markets. Proximity to this hub provides a ready market for food produce from Enosupukia and Maiella to the population of over 650,000 people living around the lake (KPHC, 2009). This booming market for food produce has progressively drawn large numbers of youth (between 20 and 40 years of age), who constitute the largest proportion of Kenya's growing population, into commercial cultivation through leasehold arrangements in Enosupukia and its environs. One could describe them as "social engineers" who are more interested in commodity chains and motivated by individual/household commercial gains than they are concerned with considerations of ethnicity or identities. Ethnic identities, though important considerations, may not deter the young generation in particular from conquering frontiers and markets in pursuit of financial independence – the opportunity to lease farmland in Enosupukia and to engage in the livestock economy holds substantial promise for the accumulation of wealth and financial independence.

Apart from Naivasha, other markets for food produce have progressively opened up, including Nairobi, Machakos, and Mombasa, among other towns in Kenya. Some produce also crosses into Kampala. Therefore, dealers in produce usually rely on trucks to transport food from the study area to these markets. Some food peddlers use donkeys, "boda boda" (motorcycles), and bicycles to ferry produce from rented farm plots to nearby markets.

Despite the booming cultivation, livestock still holds a vital place in Maasai culture and society. The number and type of livestock kept by Maasai, Dorobo, and Kikuyu depends on the availability of grazing areas, people's ability to restock after calamities like droughts and livestock diseases, and their ability to rent, purchase, or utilise kin and/or friendship networks to access pastures within or outside the cultivated areas. Livestock include cattle, donkeys, sheep, and goats. Herders prefer small stock (sheep and goats) due to the continued reduction of grazing areas for cattle because of intensive cultivation.

Indeed, sheep define the "new" pastoralism in Enosupukia and Maiella. The cold weather patterns are conducive to sheep rearing. Goats do well in warmer parts. Consequently, herders wishing to keep large herds of goats often rely on friends and family in areas with favourable (warmer) weather and abundant pastures like Suswa, Longonot, Kedong Valley, Gilgil, Kajiado, Maai Mahiu, and Mosiro to mention a few

(Figure 4). They move livestock in an organised way and with respect to seasons, existing social networks, and relative abundance of pastures across these areas<sup>18</sup>. Notably, the Maasai use such connections to practice a form of nomadic lifestyle while remaining sedentary. I use the concept “sedentary nomadism” to refer to this practice. Simply put, it is a situation in which herders relocate livestock from intensively cultivated and inhabited areas so as to maximise opportunities for pastures and water in sparsely populated areas with little or no cultivation, like the areas mentioned above. Moving livestock to these areas allows herders to practice proprietorship of the soil in Enoosupukia and to limit herder-farmer disputes, as discussed later on.

### ***Administration***

In terms of administration, Maiella Sub-Location, just like Enoosupukia Location, has a chief and an assistant chief. The central government vets and recruits these administrators. Upon recruitment, chiefs and their assistants select a core of village elders from their respective administrative units (villages). The central government also supplies chiefs with a few administration police officers with whom they can legally enforce orders. Together with the police, chiefs have powers to punish and/or sanction offences. They can arrest and temporarily detain offenders while waiting for their transfer to police stations at the county or Sub-county levels.

Chiefs ensure that community members exercise social order and restraint from crime and related activities at the local level – they are the “eyes” of the central government in the villages. However, chiefs have no authority over land, although they hear and determine matters pertaining to land disputes. Whenever the matters (in dispute) presented by villagers exceed their capacity, the chiefs may refer them to formal courts.

Since 2010 when the state “implanted” local peace committees and *Nyumba Kumi* institutions in the community levels to manage conflicts and to prevent crime, it conferred chiefs with additional powers to implement both institutions in their administrative regions. Nowadays, these institutions form the grassroots-level peace

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<sup>18</sup> Details on the seasonal movement of livestock across these areas are beyond the current project. Nevertheless, I have already set in motion plans to study this adaptive mechanism for a journal article.

and security apparatus in Kenya's devolved governance system (as discussed in Chapters 8 and 9).

The next chapter explores the methods utilised in this study.

## CHAPTER 2: Methods

This chapter discusses the methods adopted for fieldwork. The chapter starts with a short summary of the methods and, thereafter, a detailed account of specific tools and data collection procedures.

Fieldwork for this study involved people of mainly two ethnic groups – Maasai (Maa-speakers) and Kikuyu – who live together on the borderlands of Narok and Nakuru counties in Enoosupukia and Maiella, respectively (Figure 3). Fieldwork employed a mixed methods approach (see Creswell, 2003; Bernard, 2006 for comprehensive discussion). In a mixed methods approach, a researcher collects qualitative and quantitative data and tends to base knowledge claims on pragmatic grounds. This form of inquiry is based on the assumption that collecting diverse types of data best provides a broad understanding of a research problem in a specific social situation (Creswell, 2003: 17-21).

Participant observation, extended cases, open-ended interviews, narrative research (in this case biographical accounts and oral testimonies), informal conversations, and focus groups were intrinsic to the methodological design of this study. Oral testimonies and archival materials were fundamental in contextualising histories of social problems like land disputes and in helping to understand social change, social relationships, and land-use change.

Quantitative strategy primarily utilized a questionnaire survey method involving roughly 240 households, which were selected using disproportionate stratified random sampling (disproportionate stratification) in six villages. Half of these villages are mostly occupied by Maasai (including Dorobo) and the other half mostly by people of Kikuyu descent. The use of mixed methods in a single case enables a researcher to develop a deep understanding of complex and actual social situations in which conflict and coexistence both exist (Gluckman and researchers in the Manchester School have popularised this approach in anthropological inquiry).

In much of the anthropological tradition, researchers tend to collect more qualitative data than quantitative data; this study is no exception. Therefore, analyses and results are presented in the form of case studies, descriptions, illustrations, and processes. Detailed case-oriented studies are especially important here. They represent actual scenarios carefully selected to engage the reader with the first-hand

experiences of informants in their social and ecological situations. Quantitative data was organised using SPSS software.

To begin a detailed discussion of these methods, I would like to start with my role as a participant observer, in which I doubled as a farmer in a leasehold arrangement at Mpeuti village, Enoosupukia.

## **Cultivating researcher**

When I started fieldwork in Enoosupukia towards the end of 2013, I always admired the Irish potatoes, maize, onions, and cabbages grown on rented land. Some Kikuyu farmers told me interesting stories about how much money they made from the sale of farm produce. Having come from a semi-arid village in Machakos, these stories were like music to my ears.

After spending some time in the field, I took my assistants and close allies – Joseph Tome, a Maasai of Nkampani village; Sarah Nyanjui, a Kikuyu of Maiella trading centre; Philip Kaloi, a *nusu nusu* (Maasai/Kikuyu) of Olosho Iole Kaloi village; and John, a Dorobo of Mpeuti village – to my rural home in Machakos, about 200Km from Enoosupukia. Being a Kenyan researching on the sensitive topics of land, violence, and peacebuilding, this journey was also meant to prove to residents of Maiella and Enoosupukia that I was not a government spy after all. I had tried in vain to convince the untrusting residents that I was just an ordinary Kenyan doing research in my own country. Some believed that research was a speciality of Europeans, and that I had ulterior motives being there. Such fears intensified when some thought that I had actually arrested the few friends. However, constant (actually annoying) phone calls during the trip provided some assurance that we were just fine.

Upon arrival in Machakos, my visitors were confronted with dry farms with stunted maize crops. John, who is also the chair of Mpeuti village local peace committee, sympathised with my situation and promised to help me to secure farmland in Enoosupukia. Some Maasai elders whom I had met earlier had also already proposed to give me farmland.

Nandwa, a Maasai elder of Nkampani village, was among the generous elders. One day he took me to his 25-acre farm in Suswa where he grows maize and beans for commercial purposes. He pointed out one part of his farm: “Ole Kiok, when you are ready I will give you two acres there [pointing] free of charge so that you can grow

crops and get food for your family”. “Ole Kiok” is the name that was used widely to refer to me among my Maa-speaking friends and informants. They said that my actual name, Kioko, meant “ears” in the Maa language, and was thus ridiculous. “Ole Kiok” refers to an ancestor of a large Maasai kin group, which spans southern Kenya and northern Tanzania. Nandwa continued, “I have employed four Luhya guys who will attend to your farm as they do to mine, and all you have to do is to pay them a little money for planting, weeding, and harvesting; and should you want to sell some produce, they will also organise for a truck to collect it from the farm”.

Later on John introduced me to his brother, Max, who was intending to sublet an acre of land. Someone believed to be living in Nairobi was already farming this particular piece of land. Since this person had difficulty in paying the agreed amount of money for the lease and did not maintain close contact with Max, however, it was easy for Max to transfer user rights to me. I negotiated for a price of KES 6,000 (€60) to lease the acre for a period of one year.

In February 2014, I took my sister, Muthoni, to the farm and introduced her to John’s family. Since she had already met John in Machakos, it was easy to generate rapport. Muthoni would henceforth take up farming on the land while staying in my rented house in Maiella trading centre. I provided her with capital to purchase farm inputs and to organise planting, weeding, spraying of pesticides, and harvesting. The first harvest did not meet our expectations, but was sufficient for a start. Frost had damaged a large section of her Irish potato crops. After the harvest, Muthoni identified two additional plots within the area, with the intention of expanding her business. She again approached Max, with whom she negotiated for additional land. In time, she made many friends with whom she attended church and ceremonies in the villages. The ole Kaloï family especially praised her for assisting in cooking during the circumcision ceremony of their two daughters. However, she had to deal with scores of Maasai men who showed a lot of interest in gaining her hand in marriage, as a second or third wife in most cases. Her presence in Mpeuti village was quite symbolic, and had a definite positive effect on my work.

In May 2014, I decided to become an active farmer while still conducting my daily interviews. John, who had frequently persuaded me to never leave Maasailand empty-handed, set aside one acre of his farm for me at a cost of KES 8,000 (€80) for a year of lease. Due to my frequent trips abroad for PhD-related training, I organised with Mike, a former campus-mate at the University of Nairobi who is also a farming

enthusiast, to assist with managing the land. We agreed to share the costs and profits. Henceforth, John (our landlord) became our local correspondent, and played a very important role in engaging and supervising local labour on the farm.

With John at the helm, Mike and I did not have to be present on the farm on a regular basis. We sent John money to pay our labourers through Mpesa, a mobile money-transfer service popular in Kenya. Having been raised in Naivasha, Mike had reliable connections through which we were able to purchase seeds at cheaper prices than in Maiella.

In June 2014, we planted Irish potatoes and peas on half of the acre and maize on the other half. Peas were especially uncommon in Mpeuti. Despite impressive results especially with maize, we ended up spending a lot more money than we had anticipated. In total, we spend approximately KES 30,000 (€300) on operating costs. Much of this money was spent on employing local labour and paying John in compensation for the time he spent supervising workers and relaying information about the farm to us. Interestingly, John hired his two wives to weed the area planted with peas and Irish potatoes, thereby maximising most of the money that went to labour.

To maintain good relations with John and Max, I ensured that I kept in touch by calling them on the phone and asking about their families, even when I was in Europe. Mike, whose focus was more commercially driven, was cautious at first about nurturing close ties with the landowner because he believed that this would ultimately increase our transaction costs – and it did. Indeed, John and his friends always invited us to contribute money towards social events like marriage ceremonies, burial arrangements, and to assist in settling their medical bills or paying school fees. Our physical appearance at such events was not always as valued as our sending money through Mpesa, but such events were a good platform to meet informants. My sister represented me at some of these events, especially when I returned to Europe, but I was constantly reminded to bring nice “stuff” from Europe. We were part of the family, they said.

Whenever I visited Mpeuti village, I brought back some telephone airtime for John or transferred it to his mobile phone so he could keep us updated about the farm. I also bought cakes for his children, as well as sugar, soap, rice, juice, and bread from the supermarkets in Naivasha town for his wives. John and I met quite often for a cup of tea. Apart from discussing farm matters, I took the opportunity to ask him more about

the operations of his local peace committee and how the committee handled herder-farmer disputes and those involving access to and use of land between land-seeking clients and landowners.

With his assistance, I managed to hold focus group discussions with his local peace committee and those of other villages. I also helped John to realise his dream of making European friends when I organised for one of my supervisors, together with a team of scientists from Europe with whom I work in Kenya, to visit his home. We feasted on *nyamachoma* (roast meat) and boiled potatoes and I could see John struggling to converse with a few of my friends. Having Europeans visit his home earned him considerable symbolic capital and somehow legitimised his role as the area chair of the local peace committee – one whose popularity had extended beyond the African continent.

Combining data collection and farming helped me to become more accepted in the community. I was able to meet many tenants and landlords and gained deep knowledge of land transactions and related dispute-resolution processes as well as local market-oriented food production. Through participant observation, I understood how non-Maasai people easily brought friends and family into the area to cultivate, a strategy that seems to work quite well among Kikuyu migrants in the colonisation of agricultural frontiers formerly dedicated to livestock herding.

Despite our enthusiasm for farming, one thing forced us to rethink our farming strategy. Towards mid-February 2015, our maize was ready for harvesting, but it came to our attention that thieves had been descending on it in the cover of night making away with large amounts. This was very disappointing given the time and money that we had invested. Apparently, we had planted maize in a season when everyone planted something else. Therefore, our farm became the main source of food for less deserving villagers. As a result, we did not make as much profit as anticipated. We only managed to secure enough food for ourselves, and some surplus for planting. Before we could negotiate with John on a price for the crop residue, he went ahead and fed it to his cattle.

Furthermore, whereas renting farmland is considerably cheaper for the majority land-seeking clients, contributing money to activities and ceremonies to appease landowners can be quite costly. Moreover, unlike us, farmers reduce operating costs by doing the work on their farms themselves, and rarely will they hire labour. By the

end of fieldwork, Mike and I introduced two other friends who later negotiated for 5 acres of farmland from two Dorobo landowners.



Photograph 1. A piece of land rented by the researcher during fieldwork: landowner John (right) and Mkamba, a labourer (left) (source: field data, 2015).

## **Cross-border research**

I conducted fieldwork in six neighbouring villages mainly in 2014 and 2015. Half of these villages – that is, Maiella trading centre, Nkampani, and Kokoti – fall within Maiella Sub-location, Nakuru county, while the other half – Mpeuti, Olosho Iole Kaloi, and Ol tepesi le Parsimei – are located in Enoosupukia Location, Narok county (Figure 3). As noted earlier, these villages constitute the borderlands around the two counties.

Though neighbouring one another, these villages have deplorable earth roads connecting them, some of which were used as livestock paths in the colonial period. Therefore, one often prefers walking rather than driving. Together with my assistants, we hired “*boda boda*” (motorbikes) during mapping and data collection. The situation was rather difficult during the rainy seasons, as we often had to cut short our interviews around 3pm, promising to call back the following day lest we end up soaked by rain on our way back.

Long treks allowed us to meet many villagers on our way and to explain our study. I continually reminded my assistants how to answer the simple questions: what are you doing? Why here? Who send you? Will the study benefit us and how? In fact, I often asked my assistants these very questions just to be sure they could provide correct information about the study. In such interconnected villages, providing full

information about a study allows others to possibly transmit similar messages to prospective informants.

More importantly, we took care while discussing the emotional land-ownership problems and violent conflicts. Nevertheless, it took us time to build rapport and to bring the untrusting informants to take part in our study. Ultimately, some were willing to reveal sensitive information, particularly on the organisation and perpetration of violence in 1993, on the condition of anonymity. My participation in cultivation greatly improved my relationships with informants.

Long treks also afforded us the opportunity to chat and discuss the results of our interviews. In most of the conversations, I began to notice that my Maasai and Kikuyu assistants were always teasing one another in a humorous way while comparing cultural practices between the two groups. I began to record their Swahili conversations and to compare them with those of others in the study area, which I found to involve numerous forms of joking relationships. Kikuyu often tease Maasai about female circumcision, illiteracy, and what they consider to be “backwardness”. The Maasai in turn tease Kikuyu for being “thieving”, home wreckers due to perceived immorality on the part of their women, manipulative in economic transactions, and also teased them about the rampant cases of divorce in the Kikuyu community. Unfortunately, there is hardly enough space here to describe and analyse such joking relationships.

To ensure close contact with both groups, I secured a small rental house in Maiella trading centre, which is practically the nerve centre of the surrounding villages. It was also supplied with electricity, making it easier to work on my computer and to charge my camera and recorders. Mobile phones were not necessary especially in areas like Olosho Iole Kaloi, Nkampani, and Ol tepesi le Parsimei, where there is hardly any network coverage (at least until about a year ago).

Maiella trading centre afforded me the opportunity to observe social-economic interactions in the marketplace, in the small hotels, in the transport sector, and the busy offloading zone where farm produce is ferried by trucks from small-scale farms in Enosupukia and its environs. It was a neutral place to stay and to establish my presence with the groups of interest. I also improved my spoken Gikuyu (Kikuyu language) but the Maa language proved quite difficult, probably more than German, which I still struggle with to date. As much as I very much wanted to use Maa words in the discussion, my ability to do so is greatly limited.

James Ferguson, in one of the colloquiums in Cologne University in 2015, said, “You learn a lot by listening”. While observing and listening to social-economic interactions and related conversations, I continually took notes on my phone and made recordings where possible. Such often informal conversations proved worthwhile in the course of fieldwork, sometimes as a means of reference, the results of which are used in consecutive chapters. Indeed, almost every aspect of social life is crucial in a study of this kind.

Anthropologists interested in participant observation often study one community. In the context of my study, tackling mixed communities was both a challenge and an opportunity. I was able to understand cross-border interactions and exchanges and to monitor specific aspects of cooperation between the two groups. However, as a Kenyan doing fieldwork in a former conflict zone, I had to be careful not to be seen as approving of or favouring one community above the other. In fact, I was constantly reminded that until recently only foreign scholars found ease in doing fieldwork in the area, while Kenyans were thought of as government spies interested in land matters, or even as land grabbers. The cross-border approach – studying mostly two groups at the fringe of two counties – was an important consideration for an all-encompassing study, as explained below.

### **Choosing study villages: important considerations**

Choice of villages to study involved mapping the settlements near Lake Naivasha – that is, Ndabibi, Moi Ndabi, Ngondi, and Kongoni, among others – and those located further from the lake around Sakutiek and the Enoosupukia area in Narok county (Figure 4). The reasons for my choice of this particular study area included: the presence of both Maasai and Kikuyu who live together; the existence of well-established agro-pastoral livelihoods; and the fact that the area lies on a shared border of two counties, making it an interesting place for comparative and cross-border studies.

More importantly, the six villages were hardest hit during the politically instigated violence of October 1993 pitting Maasai pastoralists against Kikuyu farmers (see Chapter 3). The study area therefore offered an interesting opportunity to explore the transition from violence to peaceful cooperative relations today.

Proximity of the villages to one another and to the horticultural hub in Naivasha was also a factor to consider. Apart from looking at the connection between the centre (Lake Naivasha and the agro-industrial hub) and the periphery (villages on the rural fringes of the lake), such proximity allowed me to cover a considerable number of different specific locales within less time and to interview many people within the stipulated period of fieldwork.

With the generous assistance of area chiefs of Maiella and Enoosupukia, we identified elders from the Maasai and Kikuyu communities who helped us to identify village boundaries and specific landmarks as well as infrastructure such as earth roads, water points, churches, schools, and the former conflict zone of Enoosupukia, among others. Here, village boundaries are not officially marked, but are known to the elders and to the majority of villagers. Sub-villages within the main villages of study were considered when choosing informants.

### **Choosing informants**

The cross-border study was necessary primarily for the purposes of accounting for cross-group and in-group dynamics within an inclusive sample. Except for Nkampani village, which is dominated by Keekonyokie Maasai, Maiella trading centre and Kokoti villages house a large number of members of the Kikuyu community. Mpeuti, Olosho Iole Kaloi, and Ol tepesi le Parsimei villages feature a mixture of Maasai (Purko, Damat, Dorobo, and Keekonyokie) as well as Kikuyu and other smaller ethnic groups. The former are dominant.

The three villages of Maiella Sub-location are part of a 16,338 acre piece of land which is subdivided into 18 villages with a total population of 9,238, living in 2,137 households (KPHC, 2009) (see Table 23 appendices). From the census, the three villages of interest in Maiella Sub-location have a population of 3,921, living in about 900 households. About 40% of the households are located in the more peripheral villages of Nkampani and Kokoti, while the remaining 60% are in Maiella trading centre. Maiella trading centre, which is more of a small town, is further subdivided into four sections (Maiella I, Maiella II, Maiella III, and Maiella IV) with roughly 500 households and a population of about 2,000. For the purposes of this study, the four sections of Maiella were combined to form one village, which I refer to as Maiella trading centre.

A household in the small town of Maiella mainly consists of one family with between about two to six persons (children and parents). However, some households have only one or two persons, who may not necessarily be related by blood but rather through friendship. Such people conveniently share small rental houses as they do business or cultivate in Enoosupukia. Households further from the urban areas are more defined by “members eating from the same pot”, except in polygynous Maasai families where each wife traditionally prepares meals for her family independently. Approximately 3,000 people inhabit the three villages in Enoosupukia. While referring to the 1999 population census, Scott Matter, a Canadian anthropologist who did fieldwork in Enoosupukia in early 2000, noted that Enoosupukia’s population stood at approximately 9,000, in about 2,000 households. He found that Dorobo accounted for 14% of the Location's population and together with Purko Maasai accounted for 13% of households, while the Keekonyokie Maasai overwhelmingly represented the rest of the Location. However, in the 2009 census, Enoosupukia’s population stood at approximately 15,000 in about 3,000 households, accounting for a roughly 60% increase within a decade.

It is not possible to attribute the population growth to an increase in the migrant farming population (mainly Kikuyu) alone, since Kenya’s current census data do not include ethnic categorisations. However, there is no doubt that the area continues to receive an overwhelming number of land-seeking clients, some coming from the Lake Naivasha region while others come from as far as Uganda and Tanzania. With the help of village elders and research assistants, I developed lists of household heads of each village accounting for the variables of sex/gender, ethnicity, age, marriage, economic activities, and place of initial origin (to understand mobility) into consideration. Some of the lists were exhaustive, depending on specific topics for which informants were selected. I then relied on disproportionate stratification to pick a sample of roughly 240 households, half from each side of the six villages studied for the purpose of a questionnaire survey.

In a disproportionate stratified random sampling strategy, the sample size of each stratum does not have to be proportionate to the population size of the stratum (see Bernard, 2006: 155). Based on the large population in the study area, data requirements, and differences in dependent variables (age, sex, and ethnicity), sampling of this nature was more appropriate, as discussed by Bernard (2006: 187).

The key to minimising bias was to begin with two quotas, which guaranteed representation of both Maasai and Kikuyu. I then selected four subgroups from each village, each consisting of about 10 households, making at least 40 households. This means that the three villages of Maiella Sub-location accounted for roughly 120 households and those of Enoosupukia Location for another 120 households, making 240 in total. In the villages of Kokoti and Maiella trading centre, which are dominated by members of the Kikuyu community, the subgroups were as follows:

- a. Subgroup 1: Male and female elders born in the early 1900s. The majority of them were Kikuyu farmers and members of a migrant group which bought Maiella Estate, a 16,338-acre piece of land currently known as Ng'ati farm (discussed in Chapter 3).
- b. Subgroup 2: Kikuyu tenants (male and female) engaged in leaseholds in the villages of Enoosupukia whose landlords are either Dorobo and members of other Maasai sections, or *manusu*, referring to the offspring of Maasai/Kikuyu/Dorobo intermarriage;
- c. Subgroup 3: Kikuyu farmers (male and female) who were evicted from Enoosupukia during the 1993 violence; and
- d. Subgroup 4: Kikuyu households or individuals who have married off their daughters into Maasai families. This subgroup also featured a few Kikuyu men who had married Maasai women and/or *manusu*.

For Nkampani village, which houses a large Keekonyokie Maasai population, the subgroups were similar to those of Mpeuti, Olosho Iole Kaloi, and Ol tesei le Parsimei villages in Enoosupukia Location. In each of these villages, four subgroups, each consisting of at least 10 households (or more in some cases) were as follows:

- a. Subgroup 1: Male and female elders born before 1950, represented by Dorobo, Keekonyokie, Damat, and Purko sections of Maasai as well as *manusu*.
- b. Subgroup 2: Maasai (including Dorobo) and *manusu* who lease farmland to Kikuyu land-seeking clients from Maiella and beyond.
- c. Subgroup 3: Maasai households into which Kikuyu women are married (target being their husbands).
- d. Subgroup 4: Kikuyu women who are married in Maasai villages.

The choice of these subgroups was deliberately intended to facilitate the collection of oral history data (oral tradition) and biographical accounts to enable a historical

contextualisation of intergroup relations and to understand related dynamics across time. The subgroups were also chosen to allow a deep understanding of the 1993 violence and post-violence relations. By sampling tenants and landowners, one is able to understand how land rentals or leaseholds are negotiated and organised, and the possible disputes involved as well as the dispute resolution processes. This sample also focused on those producing cross-cutting ties. In the total sample, a representation of sex and age allowed the inclusion of all voices on matters central to the study and the communities studied. Table 1 summarises the disproportionate stratified random sampling method in the study area.

Table 1. Disproportionate stratified sampling in Maiella and Enoosupukia.

VILLAGE	SUBGROUP (10 or more households in each village representing males and females)	SAMPLE SIZE (approx.)
Maiella Trading Centre; Kokoti	Elders born in the early 1900s. Mostly members of Kikuyu Ng'ati farmers.	80
	Kikuyu farmers renting farmland in Maasai-dominated villages.	
	Kikuyu farmers who were evicted from Enoosupukia during the 1993 violence	
	Kikuyu households with Maasai in-laws.	
Nkampani; Mpeuti; Olosho Iole Kaloi and Ol tepesi le Parsimei	Elders born in the early 1900s. Mostly Dorobo, Keekonyokie, Damat, Purko Maasai as well as <i>manusu</i> .	160
	Maasai (including Dorobo) as well as <i>manusu</i> who lease land to Kikuyu tenants of Maiella and beyond.	
	Maasai households where Kikuyu women are married (target being their husbands)	
	Kikuyu women married by Maasai men.	

In the course of the survey, two categories of groups were added: (1) “new” land buyers or “new” inhabitants of both Maiella and Enoosupukia; and (2) “others” referring to individuals representing other ethnic groups in the region, including Buganda, Kamba, Luhya, Luo, and Kalenjin. After the survey, we collected data from informants who were not included in the quantitative sample, but qualified as

members of the respective subgroups. The idea behind the survey was to start with a manageable sample, which would then act as a guide to the areas of interest for more qualitative studies. It particularly enabled us to come up with a list of informants for extended studies on selected topics like land rentals, land disputes, and intermarriage (see extended cases in Chapter 9).

### **Data collection: qualitative and quantitative approaches**

For the purposes of a household survey, I developed two questionnaires. The first questionnaire had six main parts, most of which required explanations rather than simple yes/no answers. The six parts included: (1) household general information; (2) demographics and biographical data; (3) household assets and livelihoods; (4) the 1993 violence; (5) interpersonal and intercommunity relations in the post-conflict period; and (6) the social-economic benefits realised through coexistence.

The second was an ego-centred network questionnaire, which contained a set of 16 questions requiring the informants (egos) to generate names of alteri with whom they associate closely. I contextualised the 12 name-generating questions used by Schweizer, Schnegg, and Berzborn (1998: 4) within the socio-economic context of the study area, and added another four questions suited for the study (see Table 24 appendices).

However, the ego-centred survey did not yield as many results as anticipated. In most cases we were unable to contact the alteri mentioned by egos, thus compromising a comprehensive investigation of reliable links and networks that stretch beyond them. Usually, such alteri turned out to live outside the study area, some being in-laws, relatives, and friends in Kiambu, Narok, and Maasai Mara, to mention a few.

The survey helped my assistants and me to increase our presence in the study villages. During and after the survey, I made contact with key informants for extended studies. This was necessary to arrange for frequent visits in order to facilitate in-depth interviews. Extended studies, as presented in this thesis, cover a variety of topics including trade and dispute resolution (chapters 6, 7, and 9).

Other key informants included specific government officials like members of the Narok land office, who were involved in land subdivision in the study area in the 1970s and 1980s. Currently, these officers receive and file cases relating to land

disputes, subdivision of land (e.g. for inheritance), and purchase of land (these are commonly known as objection cases). They also bear witness in courts in cases relating to land ownership or boundary disputes where necessary.

The Locations' heads of peace committees, chiefs and their assistants, and elders who work closely with chiefs were also among the key informants. Religious leaders, youth, and women leaders were also key informants in this study. The aforementioned government officials told us how they link community-driven means of resolving conflicts and disputes to the formal state system. They also informed us about how they collaborate with one another and with their elders, youths, and members of the community to control raiding and possible cross-border crimes. Members of World Vision, which runs projects on children's education and advocacy for Alternative Rites of Passage (ARP) against Female Genital Mutilation (FGM) were among the expert interviewees. Expert interviews also included members of the Association of Media Women in Kenya (AMWIK), an NGO that was directly involved in preaching coexistence and advocating for unity between Maasai and Kikuyu after the 1993 violence. AMWIK's project timeline ended in the first half of 2013. AMWIK informed the study about its role in peacebuilding, and provided numerous magazines containing information on relevant achievements.

Towards the end of 2014, we embarked on focus group discussions with local peace committees, *Nyumba Kumi* committees, women and youth groups, and members of the business community to enrich data on conflict resolution and trade relations. Although dispute settlement is largely a private matter in this area, I was lucky to be admitted into a few of these conclaves. The most important were private discussions with local peace committees and *Nyumba Kumi* committees where I was not allowed to share their work-related "secrets" with the public. My assistants were not admitted in such conclaves, because the discussions there were often sensitive.

Initially, my curiosity was drawn to disputes surrounding land and the processes of settlement. I spent much time studying herder-farmer disputes, boundary disputes, and disputes relating to the rights of tenants, among others. However, I progressively widened my scope to explore all issues that are linked to peace and security, when it became evident that many more forms of dispute existed: marital and inheritance disputes, trade-related disputes, the crime of abusive language or slander, and occasional fights, among others.

The majority of these disputes and conflicts are directly related to land and economic activities. The studied disputes mainly involve Maasai/Kikuyu, Maasai/Maasai, and Kikuyu/Kikuyu. Table 25 (appendices) presents a summary of close to hundred disputes studied in the course of fieldwork. The list of disputes in the studied area cannot be exhausted in this study. Indeed, I chose to focus only on particular scenarios of interest, often looking at how actors pacify situations that could easily arouse conflict or violence, as opposed to focusing on the majority of minor disputes. Secondary data sources like publications, online journals, newspapers, government documents, civil society documents, and magazines also informed this study. I conducted archival research in Oxford University's Rhodes House and Weston library in August 2014 and January 2015. I also visited the London National Archive at Kew Gardens to study land transfer files (commonly known as FCO-141 files). Oxford was more useful, however. I also conducted similar studies in the Kenya National Archives in Nairobi. Additionally, I enrolled with the British Institute in East Africa library, which also stores books on Kenya's history and intercommunity relationships over the last two centuries. Chapter 3 builds specifically on archival sources.

The maps used in this dissertation were developed with the assistance of a cartographer based at the University of Cologne, as well as a GIS specialist from the Survey of Kenya with whom I mapped the study area. The maps include information gathered from Kenya's Independent Electoral and Boundaries Commission (IEBC), Bureau of Statistics, and the Survey of Kenya.

### **Methodological limitations**

This study could be criticised for failing to broaden its scope to cover other communities in similar or different social and geographical contexts. Enoosupukia, just like Maiella, is also diverse not only geographically but also in terms of its inhabitants and their activities. Indeed, the Maasai I discuss here are those mostly connected to the urban area, whose way of life has progressively transformed in line with the urban lifestyle and the market economy. That said, a comparative approach could have changed or developed the results (see the strengths and limitations of comparative research in Mills, Bunt, and Bruijin, 2006). However, studying groups in a particular setting over time (typical for ethnographic research) enables a researcher

to capture and understand social systems more holistically and in an in-depth manner.

On the balance between qualitative and quantitative research, Creswell (2003) reminds us that the situation today is less a question of quantitative “versus” qualitative, and more about how research practices lie somewhere on a continuum between the two, because studies tend to be either more quantitative or more qualitative in nature.

In summary, and building on the strengths of this study (see introduction), the findings aim to draw the attention of researchers towards comprehensive analyses of situations defined by conflict and coexistence. Indeed, there is need to go beyond the disputes and conflicts themselves, to the processes involved in achieving and enforcing settlements, and to analyse post-conflict situations.



Photograph 2. Trucks that ferry food produce from Enosupukia and Maiella (source: field data, 2014).



Photograph 3. Maasai herder moving sheep from the intensively cultivated Enosupukia area (source: field data, 2014).

## **CHAPTER 3: People and Land: Maasai, Kikuyu, and Dorobo**

This chapter aims to answer one question raised in the introduction: What is the link between land, politics, and violent conflicts in the history of the agro-pastoral landscape of Maiella and Enoosupukia? The chapter has two main sections. The first section contextualises the history of migration, settlement, and interactions between Maasai, Kikuyu, and Dorobo in the Maasai southern reserve in the early twentieth century. Intercommunity relationships mainly circled around rights to land and settlement. Each group is tackled independently in an attempt to highlight its unique position in relation to others and to the land question. The social situation discussed involves conflicts and coexistence, where the latter takes precedence.

The next section links the colonial history of the area to the post-colonial situation. For the colonial era (from the 1890s to around 1960), the discussion tells a story of indigenous adaptation to social-ecological environments through networks of relationships among native groups, despite colonial anti-migration policies. In the post-colonial period (after 1963), the clamour for access rights and control of agricultural frontiers, was met with politicisation of land and ethnic categories, which damaged existing relationships between Maasai and Kikuyu, leading to the violence of 1993, which also spread to other parts of the Rift Valley.

Despite the violence, Maa-speakers and their Kikuyu neighbours continued to nurture new ties and to protect existing ones, thereby echoing historical patterns when disturbances and disruptions caused by violence were part of the social order. The “resilience” of such alliances testifies to a form of historical continuity in intergroup relationships where adaptation involves inclusion and exclusion, conflicts and alliances. It is therefore necessary to go beyond the violence to explore local efforts aimed at reinstating peaceful relations, and to examine what this means for the future of the studied groups.

Conflicts between these groups over resources affect their coexistence immensely, but also become a platform through which systems of peace and nonviolence are created, anchoring on networks of relationships, negotiations, compromise, and peaceful resolution of possible conflicts. This chapter sets the stage for later discussion of the value of cross-cutting ties and institutions in peaceful coexistence and nonviolent resolution of conflicts in Maiella and Enoosupukia.

## **Maasai southern reserve: migration, settlement, and agricultural colonization**

In this section, migration, settlement, and interactions between Maasai herders, Kikuyu farmers, and Dorobo hunter-gatherers<sup>19</sup> on a portion of the Maasai southern reserve during the colonial period are discussed. The discussion benefitted from archival sources: annual reports covering areas of Narok and Nakuru districts, as well as political, administrative, economic, and social welfare record books of the Maasai southern reserve. These materials cover the period between 1900 and 1960. Much of this information is stored in microfilms at Rhodes House library and Weston library in Oxford University<sup>20</sup>. The discussion also features oral history accounts and secondary sources that corroborate archival data.

It is important to keep in mind that migration of Kikuyu and Maasai groups to the southern reserve was mainly a response to the expansion of “White Highlands”, marginalisation, and acute pressure upon land and people in Kenya around the 1900s. Drawing on archival and oral data, scholars have described the forced transfer of populations by the British administration in Kenya in the effort to create commercial farms (Anderson, 2005; Hughes, 2006; Sorrenson 1968). Anderson (2005:21) notes, “White farms absorbed large chunks of land in Kiambu, Nyeri, and Murang’a (central Kenya), as well as areas further north, around Nanyuki and great tracts of land in the Rift Valley, and far west on the plateau beyond, such as Laikipia” (see Figure 1). British land policies including the Crown Land Ordinance (of the early 1900s), notes Anderson, aggravated the situation.

The process of expropriation, selling, leasing, and/or bestowing native land upon European commercial farmers forced thousands of Kikuyu (and other native groups) into tenancy labour on the white farms; many more were thrown into more intensive competition for cultivation rights in the reserves while others migrated from

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<sup>19</sup> I do not use farming, pastoralism, and hunting (or gathering) to define ethnic categories. These groups practice a wide range of livelihoods (including off-farm strategies). Agro-pastoralism represents the dominant economy for the communities. The Dorobo are treated in the much of this chapter as an entity, and as separate from Maasai. However, I take notice of the fact that Dorobo are not one group and that they progressively abandoned their hunting and gathering tendencies to become (agro-) pastoralists, adopted Maasai culture, and became a section of the Maasai. Elsewhere in the dissertation, the term “Maasai” or “Maa-speakers” is used in reference to all sections of the Maasai in the studied area: Keekonyokie, Purko, Damat, as well as Dorobo.

<sup>20</sup> Towards the end of 2014, the archives in Rhodes House library were moved to Weston Library, which is part of the Bodleian libraries of Oxford University. I did much of my archival work at the Rhodes House library. Hence, I refer Rhodes House as the source of these archives.

European-controlled areas (Anderson, 2005). The promise of land and the possibility of acquiring livestock and capital encouraged many Kikuyu squatters on European farms and migrants from central Kenya to establish links with Dorobo hunters and Maasai pastoralists in the Rift Valley.

The main argument in this section is that interactions between Maasai, Dorobo, and Kikuyu groups accounted for friendly and strategic social-cultural relations necessary for fusion and exchange. Friendly relationships necessitated accumulation of agricultural land by Kikuyu farmers from Maa-speaking communities despite restrictions from the colonial administration, which prohibited migration and settlement of Kikuyu farmers on the Maasai southern reserve.

An attempt is made in this section to connect these historical relationships to the contemporary situation. However, this past-present connection becomes clear as we proceed to later chapters, which tackle specific relations (in the form of cross-cutting ties) in detail. First, I will describe the removal of Northern Maasai from Laikipia to the southern reserve, albeit briefly. Thereafter, I will shift focus to the situation of Kikuyu in the reserve. Kikuyu success in the agricultural colonisation of Maasai landscapes benefitted from the instrumental *githaka* system of control of land (described later in this chapter). Most studies attending to the *githaka* system tend to describe it as a “thing” of the past, referring to its firm presence in the nineteenth and early twentieth centuries. In this study, I will show the continuity of this system of control of land to date, albeit with some changes. *Githaka* emerges as a powerful tool for appropriation of resources as Kikuyu expand their frontiers in Maasailand. Finally, I will briefly describe the Dorobo as discussed in the anthropological literature, their role in land transfers to “newcomers”, especially in Enoosupukia, and the social-economic changes witnessed in the community today.

A thorough description of these groups under the colonial administration, and particularly the topic of appropriation of their “ancestral” lands, is beyond the scope of this study. A fairly brief sketch of the situation is included, however, in order to inform the background of this thesis, particularly focusing on the move to the southern reserve (in 1911), more than on the earlier move of sections of Maasai to Laikipia (around 1904 - 1905)<sup>21</sup>. Tackling these three groups simultaneously to portray their relations with the colonial state, with one another, and to land matters risks

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<sup>21</sup> For more on the two moves see Hughes (2006a; Chapter 2).

overlooking important historical details that could enrich the story. It is only fair to take responsibility for such shortcomings.

## **Removal of the northern Maasai from Laikipia**

Thorough research has already been done on this topic (Hughes, 2006a; Tignor, 1976; Anderson, 2005; Sorrenson, 1968). In exchange for Laikipia, the colonial administration moved the northern Maasai to a portion of the southern reserve, the area across Mara River. In July 1908, Mr. H.R. McClure, then Assistant District Commissioner, undertook a lengthy tour through what he described as “little known” and “uninhabited” districts of Loita and Osero to assess their suitability for the northern Maasai<sup>22</sup>.

According to the 1911 annual report of the southern reserve, similar tours and “consultations” between British officials<sup>23</sup>, representatives of native groups from the north and south including Lenana (Olonana), Masikonde, and Ole Gilisho<sup>24</sup> and their elders, as well as Uasin Gishu Maasai farmers,<sup>25</sup> followed between September 1908 and September 1910.

At the time, the Maasai southern reserve proper – the Districts of Loita, Osero, and Engatett – were already occupied by Purko and Loita Maasai in large numbers, as well as by groups of Kaputiei, Sigirari, Matapato, Lo’ Dogolani and Kak-o-Nyuki (Keekonyokie)<sup>26</sup>. Keekonyokie were resident at Naivasha<sup>27</sup>, interacting and exchanging with Dorobo hunter-gatherers and some sections of Maasai and with members of the Kikuyu community. Various sources point to the fact that the majority of members of Kikuyu descent had progressively left the overpopulated ancestral

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<sup>22</sup> Rhodes House, Oxford/MSS.Afr.S.1409. Copy of Southern Masai [sic] Reserve District Political Record Book. From the Commencement to the 31st December 1911. H.R. McClure, Ass. District Commissioner.

<sup>23</sup> Including H.R. McClure, Mr. Bagge (Provincial Commissioner, Naivasha) as well as His Excellency Sir James Hayes Sadler.

<sup>24</sup> The British anglicised his name as Legilishu; his full name was Parsaloi ole Gelisho (Hughes, 2006: 6).

<sup>25</sup> Farmers at Uaso Nyiro, which formed part of the proposed area, were to be compensated by the colonial administration for their portion of land (Rhodes House, Oxford/MSS.Afr.S.1409. Copy of Southern Masai [sic] Reserve District Political Record Book. From the Commencement to the 31st December 1911. H.R. McClure, Ass. District Commissioner).

<sup>26</sup> Also spelled as Kakonyukye/ Il Keekonyokie.

<sup>27</sup> Rhodes House, Oxford/MSS.Afr.S.1409. Copy of Southern Masai [sic] Reserve District Political Record Book. From the Commencement to the 31st December 1911. H.R. McClure, Ass. District Commissioner.

highlands of Central Province (Kikuyu Land Unit), most of which had been settled by commercial farmers<sup>28</sup>.

Archival sources note that the representatives of Northern Maasai who toured the part of the southern reserve in September 1910, together with administration officials, declared themselves in favour of the move and signed a treaty to that effect, except for chief Ole Gilisho and some northern Maasai, who were opposed to the move<sup>29</sup>. However, an alliance of British officials and Maasai chiefs who are thought to have already sympathised with the colonial administration successfully “persuaded” these factions to support the move. This led to the drawing up of a fresh treaty in April 1911, which Ole Gilisho and all representatives of northern Maasai signed and was sanctioned by the Secretary of State (see Hughes 2006 for criticisms of the alleged agreements).

The exodus of Northern Maasai with thousands of livestock from Laikipia began on 2<sup>nd</sup> June 1911 along four routes leading over the Mau. Unsubstantiated colonial reports give the impression that the “journey was successful despite a period of rains and cold on the Mau in August 1911, which left some stocks dead and claimed some Maasai lives<sup>30</sup>”. Hence, Laikipia became Crown Land, and the colonial administration subsequently leased farms to ranchers<sup>31</sup>.

Hughes (2006a) notes, “the administration moved Maasai at gun point and, ironically, they paid for their own removal through revenue”. A group of Maasai led by Ole Gilisho hired Mombasa-based British lawyers, who took the colonial administration to the High Court in 1913 to contest the controversial treaties/agreements – they lost on a technicality, went to appeal, and lost again (see Hughes, 2006a for accounts of resistance and Maasai land claims). The Maasai, notes Hughes, were unable to

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<sup>28</sup> Rhodes House, Oxford/753.12.S.17/. Preparation of Development Plans for the Colony of Kenya. Report of the Sub-Committee on Social Welfare, Information and Mass Education. January 1946: In /R.H.O 753. 14. R. 6/. Kenya Blue Books and Pamphlets. Economic and Social Affairs. 1943-51.

<sup>29</sup> Rhodes House, Oxford/MSS.Afr.S.1409. Copy of Southern Masai [sic] Reserve District Political Record Book. From the Commencement to the 31st December 1911. H.R. McClure, Ass. District Commissioner. See details of resistance to the move in Tignor, 1976: 84-85; Hughes, 2006a.

<sup>30</sup> Rhodes House, Oxford/MSS.Afr.S.1409. Copy of Southern Masai [sic] Reserve District Political Record Book. From the Commencement to the 31st December 1911. E.C. Crewe Read, A.D.C., Ngong Bagas. Report on 11th October 1911. Clearly, archival sources seem to downplay the conditions on the Mau. However, Hughes (2006a: 50-55) gives some evidence of deaths and suffering experienced by Maasai and their livestock and the consequent exchanges in administrative circles. In Chapter 3, she investigates the truth behind the deaths.

<sup>31</sup> National Archive, Kew Gardens, London. FCO 141/18979. Purchase of farms and other properties. Letter written by R.V. Bowles of Gendin Farm Ltd, Nakuru to J.D.B Shaw dated April 17<sup>th</sup>, 1966.

provide facts in court to support their claims that people and livestock died during the move, particularly over the Mau.

What became of northern Maasai on arrival at the southern reserve? What happened when the British gave northern Maasai exclusive rights of ownership of the southern reserve, which other groups occupied or claimed?

Personal archives<sup>32</sup> of Simon Ngayami in Enoosupukia indicate that Ole Kool's family was the first Maasai family to arrive in Enoosupukia from Laikipia. The family left Laikipia through Nanyuki, Aberdare forest (route) to Kinangop (now known as Nyandarua) best known to Maasai as Kinopop. Due to the cold climate in the area surrounding the Aberdare forest they moved towards Nakuru, settling in Gilgil, and then moved to Naivasha's south lake area at around 1908.

Due to grazing conflicts between Ole Kool and white settlers who wanted to take control of the Naivasha farming belt, Ole Kool found his way to Enoosupukia, where he was welcomed and given land by Dorobo hunters. Later on, other Maasai families (patriarchal households with livestock) joined him, including Ole Risanjo, Ole Sakara, Ole Karia, Ole Nchoko, Ole Nabaala, Ole Morijoi, Ole Nkaru, and Ole Kitaika, among others, who also found refuge among the Dorobo<sup>33</sup>. For the Dorobo, "land was plenty", and their generosity was a means of expanding their social circle, perhaps a form of insurance against possible hardships in the future. Although Dorobo had specific indigenous ways of showing claim to land (see page 76), sharing resources was an important means of accumulating symbolic capital, perhaps with perpetual expectations of gifts as in bride wealth payments.

However, resettlement of Northern Maasai by colonial officials in the proposed reserve meant transfer of exclusive rights of tenure. Lord Lansdowne emphasised the fact that the definite acceptance of the policy of native reserves implied an absolute guarantee that the natives would, so long as they desired it, remain in undisputed and exclusive possession of the acres set aside for their use (Hughes, 2006a: 34). These exclusive rights became a contentious issue soon after the move.

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<sup>32</sup> Simon Ngayami is a Dorobo who previously worked in the chief's office in Enoosupukia. He is also involved in the fight for Dorobo rights to land. Currently, Simon works with the Green Belt Movement to restore Enoosupukia forest and has assisted researchers from Canada, Europe, and Kenya on the Dorobo land question. At his home in Sintakara village in Enoosupukia, Simon has a collection of documents, letters, and reports, most of which relate to autochthony with respect to Dorobo rights to land as well as the process of privatisation of communally owned lands in Enoosupukia from the late 1970s.

<sup>33</sup> Letter to Amos Kimunya, Minister for Lands and Housing, "Appeal against the brutal eviction from Enoosupukia" (Simon Ngayami personal archives).

The area that became the southern reserve was not unoccupied or unused, as the colonial officials were fond of emphasising. Evidence shows that other groups either settled on or claimed some if not most of the acres promised to the Maasai. The Dorobo, Purko, Loita, and some smaller sections of Maasai as well as Kikuyu occupied some 4,095 square miles (~2,700,000 acres) of the area proposed to be ceded to northern Maasai<sup>34</sup>. Purko, Loita, Matapato and other sections of southern Maasai often used the colder areas of Mau, which were inhabited by Dorobo, as refuge for dry-season grazing<sup>35</sup>.

According to Thomson (1887:177), “members of the Kikuyu community were also resident at Naivasha prior to the coming of northern Maasai”. Thomson also notes that “they bordered the Maasai country in an area forty miles in breadth from Ngongo-a-Bagas (Ngongo) to the point of the plateau overlooking Naivasha at Kidong Valley (at the waters of Guaso Kedong) [Figure 4], and in a length of about seventy miles ending on the southern side of Mount Kenya”. Additionally, Kikuyu subsequently occupied areas from Ngong Hills to Athi River Station, and thence along the Railway Line to Simba Station<sup>36</sup>, carving themselves niches along the edges of and within the southern reserve. Thomson (1887: 188-192) reports their presence in the reserve in 1883<sup>37</sup>.

From these strategic points, and following the occupation of the central highlands of Kenya by settlers, the Kikuyu continued to push their frontier westwards from Nairobi through Limuru to Naivasha and into Enoosupukia and some parts of Narok.

For instance, at Olosho Iole Kaloi village, Ole Kaloi, a Maasai elder, shared his vivid recollection of how members of Kikuyu descent began to arrive at the study area at least prior to 1900. His father, just like the Dorobo, gave land free of charge to members of Kikuyu descent who sought refuge in Enoosupukia away from the European-controlled Central Province. He too eventually gave land free of charge to similar destitute persons, most of whom were targeted by the colonial regime or

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<sup>34</sup> Rhodes House, Oxford/MSS.Afr.S.1409. Copy of Southern Masai [sic] Reserve District Political Record Book. From the Commencement to the 31st December 1911. H.R. McClure. Ass. District Commissioner.

<sup>35</sup> Rhodes House, Oxford/Micr. Afri./515/Maasai District Annual Report/1933.

<sup>36</sup> Rhodes House, Oxford/Micr. Afri./515/Maasai District Annual Report/1931-32/District Commissioner.

<sup>37</sup> See further, Rhodes House, Oxford/Micr. Afri./515/Maasai District Annual Report/1929/District Commissioner.

feared for their lives following the 1952 Emergency (Mau Mau movement). He recalled:

Olosho Iole Kaloi and Olalabwak [Figure 6] were covered with forests. Inside the forests lived wildlife like Lions, which ate our livestock. When Kikuyu came to request for settlement and land to cultivate, we gave them land in the forested areas so that they could assist us in clearing it because we wanted to chase the wildlife away from our *manyattas*<sup>38</sup>.

The Dorobo, though having inhabited the eastern part of Mau prior to the great pastoralist migration from Laikipia<sup>39</sup> became “visible” to the administration long after northern Maasai had settled on the reserve, as discussed below.

Therefore, several if not all parts of the southern reserve were already claimed and/or used by other groups. Consequently, the arrival of northern Maasai with thousands of stock set the stage for competing claims over portions of the reserve between herders, hunters, and cultivators, particularly from the 1920s. Recurrent conflicts between Maasai herders and Kikuyu farmers (and sometimes European farmers) over stock theft and grazing rights intensified, particularly during drought periods when Maasai moved their herds into farmers’ fields (Campbell, 1993: 261). Hughes (2006b; 2007) explains why these conflicts were inevitable by showing the problems that met northern Maasai on the southern reserve. She notes:

The southern reserve, to which thousands of Maasai were forcibly moved from the Rift Valley and Laikipia, was an inferior substitute for their former northern territory. Its western extension, which was created in 1911-12 to accommodate Maasai migrants from Laikipia, lacked sufficient permanent water sources, accessible forests, and drought refuges. Overgrazing and overstocking were a direct result of increased confinement, overcrowding in certain areas, curtailment of seasonal migration, a permanent state of quarantine and early restrictions on cattle trading.

### **Kikuyu in the Maasai southern reserve: expansion through *githaka***

“We did not mind when poor Kikuyu came and worked for us and got food in time of famine, but now they come with families and herds of stock...”  
(Waller, 1993: 237 quoting a Maasai informant).

Members of the Kikuyu community had close relations with Maasai herders of the southern reserve proper and with Dorobo hunter-gatherers before the great migration

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<sup>38</sup> In the Kikuyu society, being the first to clear a forest and to create farmland is itself a traditional claim of ownership of that land. Nowadays, however, “new” property rights arrangements (such as leasehold tenure) have replaced such traditional ownership rights.

<sup>39</sup> Interview with Dorobo elders at Mpeuti village, Enoosupukia. 13.04.2014.

of northern Maasai from Laikipia (see further, Waller, 1993: 228). In his 1883 expedition, Thomson argues that it was commonplace for Maasai and Kikuyu women to move freely to each other's villages and *manyattas*, engaging in informal exchange of grain (from the latter) and hides (from the former) irrespective of constant feuds between the two groups (Thomson, 1887: 177-78). Kaputie Maasai were in great numbers some distance east of Ngongo and, together with other Maasai sections, periodically accessed the open ranches between the forests through Kikuyu settlements for grazing (Thomson, 1887: 179). This search for grazing spaces evoked occasional feuds between Kikuyu and their Maasai neighbours.

Archival sources show that interactions and exchanges between Kikuyu and Dorobo extend deep into known history and particularly in central Kenya<sup>40</sup>. Based on a study<sup>41</sup> aimed at unravelling the origin, meaning, and principles of *githaka* (Kikuyu traditional land tenure system) by G.V. Maxwell, S.H. Fazan, and L.S.B. Leakey, who were appointed by the Governor, Kikuyu chiefs, elders, and all *githaka* owners in Kiambu, described how they acquired land from the Dorobo hunters and beekeepers before the arrival of the British<sup>42</sup>.

In the following few paragraphs, I explore the history of the *githaka* system of tenure in order to explain its origin and principles and how the Kikuyu used it from the 1960s onwards as a strategy to appropriate agricultural frontiers that were formerly dedicated to livestock grazing by Maasai herders and used as hunting grounds by the Dorobo. Through recreation of *githaka*, the Kikuyu also managed to purchase some ranches previously owned by British settlers who showed indications of

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<sup>40</sup> According to headmen in Embu, the Wandorobo were a hunting people who used to visit the area on hunting expeditions before the arrival of Europeans; they came from the north and disappeared to the south (Rhodes House, Oxford/753.12.S/4/1929/Embu, p. 22/Kiambu, appendix, p. 48/. Native Land Tenure in the Kikuyu Province. Report of Committee. G.V. Maxwell, S.H. Fazan and L.S.B. Leakey. November 1929.

<sup>41</sup> Rhodes House, Oxford/753.12.S/4/1929/Embu, p. 22/Kiambu, appendix, p. 48/. Native Land Tenure in the Kikuyu Province. Report of Committee. G.V. Maxwell, S.H. Fazan and L.S.B. Leakey. November 1929.

<sup>42</sup> The history of occupation of Kiambu and Central Kenya by the Kikuyu is not clarified. Archival sources, however, note that they did not come in *en masse* in one historical event, but possibly, entering the Kikuyu Province from the east, they found a country which was then practically all forest, generally uninhabited, or only very sparsely inhabited by hunting tribes. And for several generations before the Protectorate was declared, they still were pushing their frontiers further into these and other forest hunting grounds (Rhodes House, Oxford/753.12.S/4/1929/Kiambu, p. 6/. Native Land Tenure in the Kikuyu Province. Report of Committee G.V. Maxwell, S.H. Fazan and L.S.B. Leakey. November 1929).

returning home when Kenya attained independence. The discussion draws from the mentioned study<sup>43</sup> and additional sources that corroborate it.

*Githaka* (plural *ithaka*) is understood as a system of control of land characterised by immigration and the subsequent pattern of settlement with reference to genealogies of Kikuyu *mbari* (patriarchal kinship groups) (Sorrenson, 1968; Muriuki, 1974; Beech, 1917). The *githaka* system in its integrity is simply the methods of clan and patriarchal control expressing themselves in relation to land<sup>44</sup>.

### ***Githaka*: origin**

Although there are obvious grounds to question the authenticity of archival sources, other secondary sources point to the possibility that Dorobo hunter-gatherers may have occupied some parts of central Kenya that are commonly referred to as Kikuyu heartlands at least before 1900<sup>45</sup>. Mervyn Beech speculates that the Kikuyu emigrated from areas of Mt. Kenya (Figure 1) to this locality at least some hundred years ago (Beech, 1917). Sorrenson (1968), who illustrates the spread of Kikuyu from the Mt. Kenya area to Nairobi and further west towards Naivasha, echoes her views.

According to the study on Kikuyu land tenure<sup>46</sup>, Kikuyu who interacted with Dorobo hunter-gatherers in Kiambu subsequently approached the Dorobo with the intention to buy their land for cultivation. However, at first, the Dorobo objected on the ground that the cutting of forest for cultivation would spoil their honey supply and drive the game away from the game paths and traps. Ultimately, the Dorobo asked the Kikuyu to pay for the land, which they agreed to do.

Every Kikuyu who bought land ceremoniously adopted a Dorobo as a token of good faith and out of respect of rights of first ownership. An oath of adoption bound the

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<sup>43</sup> Rhodes House, Oxford/753.12.S/4/1929/Embu, p. 22/Kiambu, appendix, p. 48/. Native Land Tenure in the Kikuyu Province. Report of Committee. G.V. Maxwell, S.H. Fazan and L.S.B. Leakey.

<sup>44</sup> Rhodes House, Oxford/753.12.S/4/1929/Kiambu/Native Land Tenure in the Kikuyu Province. Report of Committee G.V. Maxwell, S.H. Fazan and L.S.B. Leakey. November 1929.

<sup>45</sup> There is little evidence to show where the Dorobo originated and how they came to assert their rights to the forests in these areas.

<sup>46</sup> Rhodes House, Oxford/753.12.S/4/1929/Kiambu/Native Land Tenure in the Kikuyu Province. Report of Committee G.V. Maxwell, S.H. Fazan and L.S.B. Leakey. November 1929. In Kiambu, the committee interviewed 16 chiefs (among them Koinange, Wahuriu, Muhoho, and Waweru), 14 Native Council Members and all *githaka* owners and *Kiama* (local council) elders in Kiambu district. They considered the land tenure system here to be the most elaborate.

Kikuyu to be a protector of the Dorobo. After negotiations over the price, which might be between dozens and hundreds of stock<sup>47</sup>, there was a ceremony of marking out the boundaries, where a ram known in the Kikuyu language as *durume ya mgwatura* (the ram for dividing) was supplied by the purchaser and slaughtered, and then the *tatha* (contents of the intestines) were taken for the ceremony of marking out. The Dorobo led the way, pointing out his marks on trees or holes in the ground, which marked his hunting area off from that of other Dorobo. Four to five Kikuyu elders, who painted lilies and other marks along the boundary, accompanied by a Dorobo witness, followed him.

When the boundary had been marked, they would all sit down and the Dorobo would claim a few things, among them a branding iron used for making honey-barrels – an indication that he was going to move his honey barrels – and a young ewe, which had not yet borne a lamb. The ewe was called *mwati wa njegeni* (the ewe of the stinging nettle) and was meant to compensate the Dorobo for the stings sustained in marking out the boundary. The ewe and the ram sealed the contract. They also made the contract binding by putting a curse on anyone who broke it.

The Dorobo did not necessarily sell his whole area. He usually reserved a part, which he might sell separately subsequently. The Kikuyu usually bought a part, and bought more as he could afford it. As Kikuyu felled trees to cultivate, the game animals retreated further into the forest, and the piece of land between the recesses of the forest and the part sold became game-less, and hence valueless to the Dorobo owner, so he would be more willing to sell that portion<sup>48</sup>. However, to prevent other Kikuyu from buying the land, a buyer would get his relations to help with the purchase price. Occasionally, the Dorobo who sold land stayed on it and was given a Kikuyu wife. Sometimes he accepted a Kikuyu girl instead of stock in payment for land, in which case he had to stay.

The buyer of land became the founder of a *mbari* (clan) and was considered the trustee of the land (*muramati*). Land bought in such a way was held by the *mbari*. As the *mbari* expanded, the eldest sons of the various wives founded sub-*mbari* and

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<sup>47</sup> Mervyn Beech gives accounts of purchase of large chunks of land by Kikuyu from Dorobo in the Kikuyu district. For instance, a Kikuyu named Munene bought 9,000 acres of land from three Dorobo (Marishoga, Rurete, and Ithiri) at a price of 1,000 oxen, some sheep, and goats.

<sup>48</sup> Communication from Mr. Northcote, the District Commissioner of Kiambu, to Mervyn Beech, "Kikuyu System of Land Tenure". Oral accounts at Olosho Iole Kaloi (described earlier in this chapter) corroborate these land exchanges.

subsequently divided the original holdings accordingly<sup>49</sup>. Ultimately, the land of a sub-*mbari* was divided into individual holdings – according to the first-born son of each wife, who then held the land for himself and his brothers. Such land could only be sold (usually within the *mbari*) with the consent of all brothers concerned, and that of the *mbari*. If sold to someone outside the *mbari*, boundaries were ceremonially marked as for a new *githaka*, but unlike with the Dorobo, there would be no adoption. Apart from members of the *mbari*, other persons who could negotiate for cultivation and settlement rights on a *githaka* included *ahoi* (tenants), *athoni* (in-laws), and *aciriarua* (adoptees), all of whom were subject to certain restrictions.

A *muhoi* (plural *ahoi*) negotiated rights on a *githaka* out of need, or if one wanted to stay near a friend. Usually, requests for such rights were preceded by the presentation of gifts (like beer) to a landowner (*muramati*), who then sought permission from *mbari* elders on behalf of the *muhoi*. A *muhoi* would only settle on a *githaka* subject to separate arrangements with the landowner and approval by clan elders following a ceremony where the *muhoi* supplied a ram called *ndurume ya thama* (the ram for moving house) and another called *ndurume ya gutukania mburi* (the ram for mingling the flocks). Members of the *mbari* owning the land, and any other *ahoi* already resident on the land, would feast on both rams. The concerned *muhoi* would then receive permission to build his village on a site allotted to him, thereby becoming a *muthami* (a resident *muhoi*).

A *muhoi* had no voice in the management of any part of the *githaka* or in any affairs of the *mbari*, and could not bring tenants or other persons onto the land. Clan elders reserved the right to evict any *muhoi* accused of serious misbehaviour, including witchcraft and theft. A landowner could also ask *ahoi* to vacate the land if a member of the family needed it, or for some other purpose, the refusal of which amounted to misbehaviour and possible eviction. Failure to vacate would be a sign that a *muhoi* was endeavouring to assert property rights, which he did not have. However, children of a *muhoi* would stay on in their father's place so long as there was room for them, subject to exactly the same restrictions as their father.

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<sup>49</sup> See also A.E. Barlow, *Kikuyu Land Tenure and Inheritance*, Church of Scotland Mission, Kenya Colony. Available online, [https://archive.org/stream/cbarchive\\_102086\\_kikuyulandtenureandinheritence1932/Nos.\\_45-46\\_56\\_1932\\_Barlow\\_djvu.txt](https://archive.org/stream/cbarchive_102086_kikuyulandtenureandinheritence1932/Nos._45-46_56_1932_Barlow_djvu.txt) (Accessed 26.04.2016).

*Athoni* (singular *muthoni*) include the brothers and unmarried sisters of a husband and wife respectively. They too could negotiate for cultivation and settlement rights in a *githaka*. *Athoni* could be turned out at any time for any serious misbehaviour, but not merely on the grounds that the land was wanted. A *muthoni* could stay on even when the woman through whom he was a relation-in-law died. Just like a *muhoi*, a *muthoni* could bring no one else onto the property.

*Aciriarua* (singular *muciriarua*), usually an indigent young man of another clan who requested to be adopted by a rich man as his son, had also to obtain permission from the *mbari* elders. Once ceremonially adopted he took the clan name, completely severing his connection with his own clan, and his adopted father gave him gardens and bought him a wife. Such an adopted son could be disinherited for serious misbehaviour if the elders of the *mbari* so decided – in which case anything that he had was confiscated, except purely private and personal property.

The committee that described the *githaka* system as shown here concluded that the Dorobo were still selling land to Kikuyu in the same way to the north-west of Nairobi and on the edge of the Rift Valley (at Kijabe) until the late nineteenth century<sup>50</sup>. Although the Crown Land Ordinance ended this traditional pattern of *mbari* expansion, there is indication that the practice still lived on in the twentieth century and persists to date, as discussed later in this chapter.

Through such friendly relationships, the Kikuyu perfected the art of agricultural colonisation not only in Kiambu but also progressively into uncultivated frontiers beyond Nairobi. Capt. Lugard reports similar appropriation of uncultivated frontiers by the Kikuyu in 1890. He notes, “Kikuyu penetrated, deforested, and cultivated forests formerly hunted by Dorobo from Kiambu to Nairobi as well as Dagoretti and Fort Smith”<sup>51</sup>. The trend continued after independence, where Kikuyu progressively appropriated frontiers in the Maasai southern reserve (Waller, 1993: 228-30; Hornsby, 2012: 249; Klopp, 2001: 137). In the next section, I will show how about 600 Kikuyu successfully purchased a former settler ranch (Maiella Estate) constituting some 16,338 acres by recreating *githaka*.

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<sup>50</sup> Rhodes House, Oxford/753.12.S/4/1929/Kiambu/Native Land Tenure in the Kikuyu Province. Report of Committee G.V. Maxwell, S.H. Fazan and L.S.B. Leakey. November 1929.

<sup>51</sup> Rhodes House, Oxford/753.14. S. 40/Kenya Miscellaneous Blue Books on Economics & Finance. Report of the Land Settlement Commission. G. A.S. Northcote, District Commissioner, Kiambu. 1919.

Acquisition of uncultivated land by Kikuyu was rather simple and nonviolent. Through customary negotiations over rights to land and ceremonies, Kikuyu adopted non-Kikuyu members from whom they purchased land, thereby increasing its legitimacy and weight. Therefore, appropriation of resources was imbued with exchanges that constituted symbolic capital (see further examples in Toulson, 1976; Sorrenson, 1968; and Muriuki, 1974).

Toulson (1976) argues that prior to the transfer of northern Maasai from Laikipia, the social order was permeable enough to allow co-operation between “tribal” groups, allowing Maasai to take Kikuyu wives, thereby transferring traditions of Maasai to Kikuyu (e.g. circumcision methods and acephaly) while land transactions took place between Kikuyu and Dorobo. Indeed, the bond between Maasai and Kikuyu was so strong that the colonial administration had to move Kikuyu relatives of northern Maasai from Laikipia to the southern reserve as well (see Waller, 1993: 231).

Oral testimonies from a Dorobo elder at Enoosupukia corroborate the peaceful land transactions between them and members of Kikuyu community:

Kikuyu came to this area [Enoosupukia] without any bad intentions. They were fleeing from *mzungu* [white man] who wanted to take them captive in their own land. We had to assist them. In those days, land here was plentiful and households were very few and scattered in the forest. When Kikuyu asked if they could cultivate, we told them to open up as much land as they could manage; that land would henceforth belong to them. We assumed that no person could have the energy to clear much forest or dig a large plot, otherwise they would die! Surprisingly, Kikuyu cleared larger areas than we could possibly imagine!. Some of them also cultivated food for “their” Dorobo and were given land as payment. In fact, most of us shed tears when we saw a tree being cut down and burnt for charcoal.

(Dorobo elder, Mpeuti village, 12.05.2014).

After the arrival of northern Maasai, district annual reports of the Maasai southern reserve from the early 1900s to the 1960s indicate continued immigration by Kikuyu. The 1914-1915 annual report of the Maasai district notes that “there was persistent influx of Kikuyu into the reserve who quickly married into and/or assimilated the customs and habits of the Maasai making it difficult to distinguish those who had lived with Maasai for a few years from true Maasai”<sup>52</sup>. Some examples of such customs and habits included the adoption of Maa language, initiation, and some

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<sup>52</sup> Rhodes House, Oxford/Micr. Afri./515/Maasai District Annual Report/1914-1915/District Commissioner.

features of the age-grade system (Hinde and Hinde, 1901: 9; Muriuki, 1974: 39-46/80-86).

The report notes that such admixture of Kikuyu blood “was among all divisions of Maasai particularly the Keekonyokie<sup>53</sup> and Il Dala Lekutuk”. Arguably, intermarriage and cultural fusion aided in the change of identities (Kikuyu “becoming” Maasai) and facilitated easier appropriation of resources on the part of the Kikuyu. Elsewhere in the Meru reserve, Timothy Parsons shows similar ways by which Kikuyu “became” Meru in the colonial period (Parsons, 2012: 68).

There is no doubt that interactions between Kikuyu and Maa-speaking groups existed before the 1900s. However, it was the colonial state, and especially the loss of Kikuyu and Maasai lands to white settlers, which prompted massive movement from central Kenya and Laikipia into the south of the Rift Valley. Between 1904 and 1920 approximately 70,000 people had migrated west from central Kenya owing to the lack of grazing there, or due to the loss of land to settlers, while others sought to acquire livestock and capital as squatters and labourers on European farms, against tax demands from the colonial state (Anderson, 2005: 25). By the 1930s, according to Anderson, the Kikuyu squatter community, which left central Kenya numbered more than 150,000.

There is no doubt that Kikuyu migration into what became the Maasai southern reserve around 1910 goes back some hundred years, if not more. A similar influx of Kikuyu migrants continued during the colonial period despite administrative attempts to stop it (discussed below). This trend of migration and the facility to do so were well known, but the problem, for colonial officials and some Maa-speakers, was how to control such movement.

### **Controlling Kikuyu immigrants, and the recreation of *githaka***

From the early 1920s, the colonial administration kept the southern reserve as a “closed” district under the Outlying District Ordinance of 1902<sup>54</sup> (also Waller, 1993: 234-235). The official explanation for effecting the policy, as outlined in the 1927-1928 annual report, was to control the movement and activities of those entering, particularly stock traders, and to regulate the movement of cattle, check the spread

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<sup>53</sup> As noted earlier, Keekonyokie maintained residence at Naivasha before the 1900s.

<sup>54</sup> Which set restrictions on District lands as in the land controlled by the British crown.

of disease, and encourage the growth of proper trade centres and markets and for payment of taxes<sup>55</sup>.

However, native groups held a contrary opinion: that the object of the policy was to lock non-Maasai immigrants, popularly known to colonial administrators as “aliens”, out of the Province. This argument seems to hold some truth considering the plight of land-seeking members of the Kikuyu community whose pursuit of settlement and agriculture was severely sanctioned from the 1920s onwards.

Why was it necessary to control movement and activities of the Kikuyu in the reserve?

First, the administration considered Kikuyu a “menace to peace” in the reserve. Their presence within areas bordering European farms and in the reserve was associated with increasing cases of cattle theft and instability, seemingly reiterating Thomson’s experience at their hands in 1883. Thomson describes the Kikuyu as “murderous and thievish” because they “constantly descended on [his] caravan making away with whatever they could lay hands on” (Thomson, 1887: 177-187).

The administration exercised overwhelming authority by collecting and returning unauthorised squatters to their reserves, while some were located in gazetted trading centres where they could carry on legitimate trade<sup>56</sup>. Paradoxically, this shows the importance attached to non-Maasai traders in the reserve.

Secondly, the administration blamed Kikuyu for politically influencing Maasai and altering what they referred to as “prevalent good attitudes and relations between them and the former”. An example of this political influence is given where the Maasai opposed a vital Rinderpest vaccination exercise organised by administration officials in 1931 to curb the spread of the disease. In the 1931-1932 annual report, the District Commissioner notes, “the most active opposition of this crucial vaccination came from the Kaputie section, which had already come under influence of Kikuyu political agitators”<sup>57</sup>. This unity of purpose eventually culminated in the Emergency of 1952.

However, the policy to close the district did not last long, as the situation changed rather drastically following a devastating drought between 1933 and 1935, whose severity had not been witnessed in the history of the reserve. The drought wiped out

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<sup>55</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1927-1928.

<sup>56</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1923-1924.

<sup>57</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1931-1932.

over 40% of livestock in the entire region. It not only reorganised the way of life among the groups in question but also changed the administrative ideas to seemingly condone Kikuyu presence in the reserve.

The 1934 annual report describes the intensity of its wrath:

Conditions of acute drought have again prevailed over the whole district. Except in the Trans-Mara area, the result of the past two years has been cataclysmal for the Maasai. The average annual rainfall at Narok over the 10 years from 1923 to 1932 was 31.72 inches, but in 1933 only 11.81 inches and in 1934 only 14.99 inches were recorded. In Kajiado less than 20 inches fell in the whole 23 months from February 1933 to December 1934. By the middle of the year the cattle almost throughout the district were in a starvation condition; by the end of the year the countryside was littered with carcasses of dead cattle in such numbers that scavenging animals and birds were unable to deal with them and they dried in the sun to parchment-covered skeletons. The District Commissioner of Kajiado considers the number of deaths of cattle from starvation and disease induced by migration into unsuitable areas must be at least 100,000 in his district alone. Figures given by the District Commissioner Narok indicate a state of things almost as bad. The hides of about 117,000 cattle have been railed at Kajiado against a normal average of round about 80,000, while births and survivals amongst calves are far below normal<sup>58</sup>.

Reactions to the drought can be analysed in two ways. (1) Movement of both Maasai and Kikuyu across territorial boundaries increased unabated, in contrast to the situation before. (2) Colonial officials condoned cultivation by Kikuyu and encouraged its uptake among Maasai<sup>59</sup>. The massive loss of livestock suffered during the drought informed the administration's decision to support farming against traditionally strict pastoral tendencies. In fact, the administration did little to encourage Maasai's uptake of cultivation; individuals recognised that farming would reduce the risk of poverty. By the start of 1935, "drought and starvation had forced hundreds of Maasai to adopt cultivation while others took refuge among their Kikuyu neighbours or were squatting with relatives on European farms at Naivasha and the surrounding area"<sup>60</sup>. Except for the European population in the reserve, which is said to have increased from 20, recorded in the 1915-1916 annual report, to about 150, recorded in the 1933-1934

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<sup>58</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1934.

<sup>59</sup> John Lamphear argues that agro-pastoralism among the Maasai dates back to the eighteenth century or thereabout (see Spear, 1993:11). Therefore, the mid-1930s describe a period of massive cultivation by both Maasai and Kikuyu on the southern reserve.

<sup>60</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1933-1934.

annual report, figures for native populations between 1900 and the 1960s are inconsistent. However, they tend to suggest a general growth trend.

There are several explanations for such inconsistencies: in some years, no census was taken; in periods of drought or other calamities, officials were unable to get accurate figures to account for natives since the majority of them were always migrating within and outside the reserve. Further, some reports counted Dorobo and Kikuyu separately while others bundled them together with Maasai as they became absorbed into the Maasai culture. Additionally, the estimate given by the central government for the ratio of children to the whole population (i.e. 37%) was not utilised across all districts.

Nevertheless, the 1935 annual report notes that cultivation increased drastically almost across the entire reserve more than in any other year in its history. The Kikuyu, perhaps operating like “social engineers”, took advantage of the drought situation to enhance agricultural colonisation in the reserve, and particularly created alliances that promised mutual benefits for them and for their Maa-speaking neighbours. The Maasai who did not involve themselves directly in cultivation opted to engage Kikuyu farmers to cultivate for them. According to the 1935 annual report:

The utter failure of the Masai system of economics, which relies solely on scrub cattle and small stock for their satisfaction of needs, is now beginning to be apparent even to the Maasai, and one bright spot in the situation is that they are showing themselves ready both in local native council meetings and in less formal gatherings to consider remedies...cultivation by Masai in the Loitokitok area has increased fourfold in the past year [1934], and a few families of Maasai are beginning to cultivate, or to engage Kikuyu to cultivate for them, on the Ngong Hills. At the time when this report is written [February 1935] there are some three hundred Maasai destitute who have taken refuge among the Kikuyu and are reported to be cultivating there. There are also some hundreds who have taken refuge with relatives squatting on farms in the European area, including those in Naivasha<sup>61</sup>.

When colonial administrators relaxed their grip on restrictive policies of movement into the reserve due to the drought, Kikuyu moved into the reserve in numbers, bringing their families and livestock; they established villages and took up cultivation. Campbell notes that the focus of such migration was initially the Mau Escarpment, before spreading to other parts of the reserve (Campbell, 1993: 261). The fact that the Maasai were struggling to maintain their pastoral economy encouraged them to

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<sup>61</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1935.

accept members of the Kikuyu community as client cultivators and to adopt farming themselves (Spear and Waller, 1993: 223).

However, both the Maasai and the administration were seemingly oblivious of the fact that such territorial occupation by members of the Kikuyu community was a recreation of *githaka*, through which Kikuyu had earlier accumulated agricultural frontiers in areas like Kiambu among Dorobo hunters (discussed earlier in this chapter; see also Waller, 1993: 229/233; Muriuki, 1974: 51).

While on the reserve, the Kikuyu enlarged their *githaka* by bringing Maasai and Dorobo neighbours and friends closer. They made themselves available for labour and intermarriage as a strategy to secure rights to land; they adopted Maasai culture and language; some labelled themselves “Maasai” and branded themselves with new Maasai names, while yet others knocked out a few lower teeth or pierced their earlobes in the effort to “become” Maasai.

The majority of Kikuyu adopted Maasai cultural norms and ideals to negotiate and cement their belonging, fitting within the Maasai social fabric and became part of the societal structure. Boys born of Kikuyu parents were encouraged to join the Maasai age-set system. For Arthur Phillip, a former judicial advisor in the colonial government, the future identity of the Maasai was difficult to comprehend given the breadth of intermarriage and identity transformations. He describes them as “a tribe with a notable past but a doubtful future”<sup>62</sup>. His sentiments are echoed by Campbell, who concludes that “the struggle within Maasai society over just what it means to be Maasai intensifies” (Campbell, 1993: 269-70).

The influx of farmers and consequent agricultural intensification on former pastoral and hunting grounds intensified disputes between Maasai, Dorobo, and Kikuyu regarding access to and control of resources. Although an immediate intervention was necessary, both the administration and the Maa-speakers watched rather helplessly as *ithaka* grew vigorously, as noted in the 1935 annual report:

The land question still holds a prominent position and the interpenetration by the Kikuyu, who originally came as labourers for Maasai cultivators but progressively brought their villages, continues, though Maasai opinion is against it, yet it progresses in view of the supine attitude of the Maasai elders who generally only complain after a Kikuyu village is built, even if they ever complain<sup>63</sup>.

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<sup>62</sup> Rhodes House, Oxford/753. 12. r. 7/1945 (1), p. 141. Report on Native Tribunals. Arthur Phillip: In Kenya Miscellaneous Blue Books on Social Affairs. 1930-1958.

<sup>63</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1935.

Masaai responses to outsiders were conflicting; on the one hand, they seemed to acknowledge colonial ideas regarding their ethnic exclusivity, while on the other, they continued to interact with the Kikuyu and protected individual Kikuyu clients and relatives from removal by colonial authorities (Galaty, 1993b: 188).

In the 1950s, following the declaration of the Emergency, the administration effected yet another policy to counter the movement of “aliens” and their activities on the reserve. However, this time around, the policy largely favoured Kikuyu who had already settled on the reserve and those already married into Maasai *manyattas*. In relation to cultivation, the administration together with Maasai elders had no choice than to designate cultivation zones in favour of Kikuyu farmers, but the administration strictly prohibited Kikuyu women married into Maasai *manyattas* from cultivation. Galton-Fenzi, District Commissioner of the reserve in 1957, quotes the policy in his handing over report to R.A Jeary<sup>64</sup>:

The policy is that never again should Kikuyu aliens be allowed to infiltrate into this District and to take up sporadic cultivation in this area. All pure Kikuyu males must reside in the Nairageingare (Nairregie Enkare) settlement area, which is strictly limited and controlled. The Kikuyu/Masai “nusu nusu”<sup>65</sup> population will always be a problem. The present policy is that such persons should, if they have been on a detention or restriction order, be confined to the Nairigiengare settlement area. However, if they were not picked up during the Emergency of Mau Mau offences they are allowed to pursue their normal business, other than that of cultivating outside Nairigiengare area. Cultivation is only allowed in those places jointly agreed upon by the Masai and the administration. The third problem relating to the Kikuyu is that of Kikuyu females married to Masai. We have been allowing the Masai concerned to have their Kikuyu wives with them in their manyattas subject to there being no cultivation and the head of the manyatta must sign a document guaranteeing the good behaviour of the Kikuyu females concerned.

Despite the administration’s spirited efforts to stop the movement of Kikuyu farmers and their activities in the reserve, this discussion shows that such efforts were ultimately unsuccessful. The desire of the administration to foster a Maasai-only territory and a strict pastoral economy (what defines “Maasainess”) by labelling others “alien” also failed. Instead, members of the Kikuyu community succeeded in establishing and expanding *githaka* through the agricultural colonisation of

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<sup>64</sup> Rhodes House, Oxford/ Handing Over Report/Mr. A.D. Galton-Fenzi to Mr. R.A. Jeary/Narok District/1st March 1957.

<sup>65</sup> Offspring of Maasai/Kikuyu/Dorobo intermarriages (defined in Chapter 1).

pasturelands and hunting grounds and by drawing both herders and hunters into them.

Intermarriages between Kikuyu, Maasai, and Dorobo saw Kikuyu accumulate land in exchange for their daughters, while Kikuyu who supplied Maasai with labour often received land in return (Blackburn, 1996; Klopp, 2001; Matter, 2010; Waller, 1993: 228-229). Le Meur et al. (2006: 14) note that interactions and forms of cooperation between agriculturalists and pastoralists persist to date, allowing for economic and productive activities, which are embedded in social relations that contribute to give them a specific shape.

Kikuyu farmers have successfully settled and cultivated the former Dorobo hunting grounds of Enosupukia and in other areas of Narok county today. Similar land-use changes and interactions are witnessed in Laikipia,<sup>66</sup> among other parts of Kenya. In the most of these areas, Kikuyu have endured violent confrontations with their neighbours and demonstrated an impeccable spirit of resilience. Such colonisation of frontiers persists to date, as shown in the case of Maiella Estate and the consequent expansion into lands previously used for livestock grazing (which will be covered after the next section).

Indeed, the subdivision and privatisation of communally owned ranches in the Maasai reserve after the 1960s, though disturbed by disputes and conflicts, may have served to affirm the rights of tenure of non-Maasai individuals who customarily joined the Maasai social fabric. Chapters 4, 5, 6 and 7 show that cross-cutting ties between these groups create the strongest impediment to their separation amidst external socio-political pressure.

### **Dorobo in the Maasai southern reserve**

This section begins by briefly defining and distinguishing some sections of Dorobo hunter-gatherers. Later on, I will focus on the Salaita, whose interaction with other groups in the research area is worth mentioning.

The Dorobo, otherwise known as Andorobo/Wandorobo/Wanderobo/Il Torobo/Torobo are not one “tribe”. Rather, the umbrella term refers to autonomous hunting populations living in scattered groups in the Rift Valley in what are now Kenya and

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<sup>66</sup> Ongoing study by Marie Gravesen (2013-2016) in Laikipia.

Tanzania; the largest group of which are the Okiek/Ogiek (for detailed description see Kamau, 2000; Blackburn, 1974; Klumpp and Kratz, 1993; Kratz, 1980).

“Dorobo” is a term adopted from the Maasai word *il torobo*, which means “a poor person who has no cattle and has to live by hunting and gathering” (Kimaiyo, 2004; Hinde and Hinde, 1901: 11; Galaty, 1993b: 193 ‘Notes’)<sup>67</sup>. Kratz (1980: 358) notes: “European explorers and colonial officials classified the ‘tribe’ as serfs or outcasts of their more numerous neighbours and were and still are commonly written as ‘remnants’, the ‘dying’, and remain of original inhabitants”. However, are Dorobo a “dying” “tribe”? Or are they (re)adjusting to rapidly changing surroundings and situations? Thomas Widlok (1999; 2004) has described relations between the so-called “Bushmen” with their neighbours in colonial and post-colonial Namibia. He shows how “Bushman” autonomy is affected and changed and their strategies to deal with ensuing dilemmas – perhaps to insinuate they have the “capacity” to deal with change just like other hunter-gatherer societies faced with similar situations. For the Dorobo studied, it is their hunting tendencies and, perhaps, “original” culture, which may be considered as disappearing under the weight of “modernity” and contact with neighbours.

Several hunting groups, which are associated with the Dorobo, appear in literature and archival sources. Around the Mount Kenya area, “the Gumba [Agumba], a Dorobo group, hunted and lived in holes; they did not cultivate, they had their own language but were different from Athi<sup>68</sup> hunters of Chuka and Meru who engaged in both hunting and cultivation”<sup>69</sup>.

In Central Kenya, Dorobo hunted and gathered honey in the former forests of Embu and Kiambu as already noted. Furthermore, Okiek on the eastern Mau, which neighbours the study area, have lived there at least since the eighteenth century (Kimaiyo, 2004). Without distinguishing between Dorobo and Okiek, Kimaiyo notes, “a big population of Ogiek in Mau division (Narok) is settled in Enoosupukia”. He further classifies the hunting and gathering groups as follows: The Ogiek living in

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<sup>67</sup> According to Kimaiyo, the Ogiek (singular, Ogiot) rejected the nickname “Dorobo” on the grounds of it being demeaning to them. Okiek are a highland hunting people who speak an eastern dialect of Kalenjin (Galaty, 1993b, 193) and thus should not be confused with other hunter-gatherer groups such as that of the Enoosupukia Dorobo.

<sup>68</sup> Informants at Enoosupukia referred to Athi as “Dorobo of Kikuyu” and described them as a people with a stammering dialect of the Agikuyu language in their speech. They were popular for making pots from a type of soil called Siathi. Some are said to be inhabiting Kinare forest today.

<sup>69</sup> Rhodes House, Oxford/753.12.S/4/1929 p. 6, 23/. Native Land Tenure in the Kikuyu Province. Report of Committee.G.V. Maxwell, S.H. Fazan and L.S.B. Leakey. November 1929.

Enoosupukia and Enooseyia he calls the Saleita; the Ilkiragarien group, Olkume; the Illekiminkish group, Ilesinoni; and the Naro-sura group, Ildikiri. He further notes that the groups combined constitute three major clans of Ilmakesen, Ilkumae, and Ilaiser. However, the history and identity of the Dorobo, how they define and identify themselves collectively and as distinct sections, and how to classify “different” sections of foraging groups, remain problematic (Kratz, 1980: 355-368).

On the Maasai southern reserve, Dorobo began to feature in colonial administrative records almost a decade after northern Maasai had settled in the reserve. The 1923-1924 annual report<sup>70</sup> notes, “...besides the Maasai, there exists a number of small groups of peoples in the reserve known collectively as Wandorobo or Il Torobo who are outcast Maasai and Lumbwa but with traces of some other aboriginal blood in some sections”.

The report classifies this group into two: (1) those who had acquired cattle and lived practically as and with Maasai, although unlike the latter they still hunted and ate game; and (2) the forest-dwelling Torobo, who are further divided into three main groups including the Salaita and Palagilak<sup>71</sup>. Each of these groups is said to have had another four or five sub-divisions and a headman for each sub-division, since sovereignty dictated that the sections could not be bundled under one responsible headman. The sub-divisions constituted about half a dozen families.

The report describes only two of the three groups, the Salaita and the Palagilak. It notes:

The Salaita live mainly in the forest bordering on the Naivasha farms. They are largely by origin of Maasai of Il Damat section and are a pleasant people and peaceful except where their honey-barrels are concerned. They live in a state of constant subdued warfare with the Kikuyu squatters on the farms, but with the Masai they are on excellent terms.

The Palagilak<sup>72</sup> live in the Great Mau forest. They are a shyer and more independent people containing probably a large strain of Lumbwa. Having a much larger forest area to retreat into they are not above coming into blows with the Masai on occasions.

Additionally, both Salaita and Palagilak lived entirely by hunting, apiculture, and performing menial jobs such as skinning and the rite of circumcision for the Maasai. They were experts in witchcraft and poisons too. A few owned stock, which were

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<sup>70</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1923-1924.

<sup>71</sup> Archival sources described only two of the three groups; that is, Salaita and Palagilak (see above).

<sup>72</sup> It is still not clear whether these groups are only distinguished by the languages they speak.

often left during the honey season with their Maasai patrons and, unlike what was often the case with the Maasai, the Dorobo ate their stock when times were hard<sup>73</sup>. According to colonial administrators, “Dorobo were economically ‘useless’; they did not even make an effort to engage in the trade of beeswax”<sup>74</sup>.

The Salaita are of crucial interest here. Interactions between them, Kikuyu and Maasai account for the history of land transactions, as already noted. While the Kikuyu and northern Maasai laud the Dorobo for their generosity in providing them with land for pasture and for cultivation in the southern reserve, Purko Maasai in particular blame the Dorobo and their allies for supporting the massive conversion of pasturelands and refuge for dry-season grazing into land for cultivation. Indeed, this environmental destruction narrative often rears its ugly head in political campaigns, where some appeal to the Maasai vote by meddling in the emotionally charged land question.

When asked, members of the Salaita group in Enoosupukia distinguished themselves from the Ogiek and wanted to be called “Dorobo of Keekonyokie Maasai” or, simply, “Enoosupukia Dorobo”. In fact rarely will one define himself using “Salaita” as a group name, although many use this name to refer to this former hunting group. Enoosupukia Dorobo consider the Ogiek as “Dorobo of Kalenjin”, who are allied to the Nandi of the Rift Valley inhabiting the Mau Forest Complex. Just like the Mukogodo in Lee Cronk’s ethnography (Cronk, 2004), the Enoosupukia Dorobo adopted agro-pastoralism and progressively discarded their foraging tendencies at some point in their history. Blackburn (1996:192) notes that since the 1960s all Dorobo groups have had some gardens and/or domestic animals.

Beekeeping is very rare in the Enoosupukia area; I only witnessed about four beehives, and a few trees with hollow trunks where bees established their colonies (see photograph 4). There was no mention of the existence of hunting. Indeed, the present generation of young Dorobo has little or no knowledge of bee keeping or hunting. The older generation, though still aware of the existence of plants from which arrow poison is derived, prefer to keep this knowledge from the younger generation for fear of misuse. The few families that do harvest honey mainly apply it

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<sup>73</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1923-1924.

<sup>74</sup> Rhodes House, Oxford/Micr. Afri./515/Annual Report/1923-1924.

on bread or eat it as a snack. Those wishing to prepare local brews for social functions must purchase honey from the markets or use sugar instead. There is no doubt that the Maasai and Kikuyu were influential on the Enoosupukia Dorobo in their adoption of agro-pastoralism. There are indications that such diversification also involved the acquisition of a wide range of cultural traits, and perhaps the adoption of Maa and Gikuyu as the languages of interaction and trade. Apart from a few words that some elderly Dorobo in Enoosupukia recall in what may have been their “language”, there is little evidence to suggest that this group spoke a unique language different from those used by neighbouring groups.



Photograph 4. A hollow trunk in which bees form honeycombs at Mpeuti village (source: field data, 2014).

Nowadays, new generations of Dorobo learn Swahili, the national language of Kenya, through social-economic interactions with their neighbours and through formal education. Unlike the Mukogodo, the influence exerted on the Enoosupukia

Dorobo by their agricultural neighbours has prompted the former to join the lucrative field of commercial agriculture, often as landowners who lease farmland to land-seeking clients. The majority of Dorobo households in Enoosupukia practice some form of cultivation as well, even if it means bringing in friends to cultivate for them, or hiring labour. A good number have joined the market economy and deal in livestock trade and the sale of food produce.

Most Dorobo use returns from leaseholds to build themselves modern houses (made of wood with corrugated iron roofs); some have bought plastic water storage tanks to harvest rainwater. Indeed, only a handful can recall stories told by their ancestors who survived in rock caves and rock shelters or under tree shelters.

It is rather problematic to speculate when the Enoosupukia Dorobo changed their clothing style, but there are indications that other groups close to the urban areas and the White Highlands could have exchanged clothes for various products or for land with the Dorobo. However, there is no doubt, according to informants, that the trade in clothes from the early 1900s, and especially the growth of a second-hand clothing market in Maiella trading centre around the 1960s, largely encouraged the shift to modern clothing among Maa-speakers.

Nowadays, the Enoosupukia Dorobo, just like other communities across Kenya, have the tendency to buy “matching” trousers and coats to serve as suits. They no longer wear tiny animal skins that were tied around their waists dangling at the front while barely covering their private parts. Organisation into bands is also “outdated”; the Dorobo have progressively fitted themselves into the Maasai organisation and the Kikuyu structure.

Therefore, to say that the Dorobo are living on the margin or at the mercy of their more powerful neighbours would probably amount to an insult. In some cases, such as in land rentals, they actually control and perhaps “rule” their neighbours.

Even when control of land seems to weigh heavily on them, there is a tendency to retreat to their historical identities to claim autochthony (as first comers or “original” forest occupants) and to use collective bargains and action in defence of their right to land against outsiders and land grabbers, including the government.

Galaty (1993a: 186-187) offers an example of when the Dorobo enhanced their collective claim to land by reinstating their historical identities:

In the mid-1970s when land was being adjudicated in the Enoosupukia region, Dorobo communities suddenly reasserted distinct separate identities many of

them had long sought to discard in order to validate their claims to land, while Maasai suddenly insisted that Dorobo were and always had been fully Maasai and so should join together with them to form ranches.

Nowadays, the Dorobo (or Ogiek, for lack of a unifying group name) have created networks with national and international civil society groups and organisations with which they can validate indigenous claims to land, sometimes through national and international courts. Claims over rights to land through civil society groups have earned the Dorobo a special place in the international sphere, especially in discussions that relate to the rights of indigenous peoples.

Concerns and activism over Dorobo indigenous land rights by civil society groups and NGOs, such as the Ogiek Peoples' Development Program (OPDP) and Survival International,<sup>75</sup> have intensified today. On the local level, groups such as the Ogiek Women Empowerment Programme are also raising their voices on issues of emancipation and affirmative action in the national political space. These groups invoke the instruments of "marginalisation" and "indigeneity" to claim property rights to land and to seek participation in decision-making and political representation. In her recent work, Gabrielle Lynch (2016) explains how the Sengwer community of Cherangany Hills in Kenya claim autochthony (as "original" occupants of the hills) to insist upon a particular ethnic label and brand (that of indigeneity) in the interests of protecting and promoting community interests, such as land use and ownership rights. Odhiambo (2015) reports on a similar situation of litigation among the Ilchamus of the Baringo lowlands of Kenya, where the group has won several court cases against the Kenyan state in relation to land matters. Hodgson (2011) also shows the importance of Maasai indigenous identity in the context of economic liberalisation, transnational capitalism, state restructuring, and political democratisation.

Many Dorobo/Ogiek recall the events of 2008, when a government-led exercise to restore the Mau forest saw police evict thousands of people who were allegedly living illegally in the forest. Prior to the evictions, these groups mounted firm resistance against the state, voicing claims of original occupation of the forest and accused the state of undermining their ownership rights. Dorobo elites (some educated in Europe) mobilised community members and sought assistance from international civil society

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<sup>75</sup> <http://www.ogiekpeoples.org/>; <http://www.survivalinternational.org/>

groups against the government of Kenya. They maintained that their style of hunting and gathering was not destructive to the environment, and blamed KANU political cronies for grabbing and destroying the forest through illegal logging and charcoal burning.

Nevertheless, the government effected the evictions and police set fire to hundreds of homes and food stores. Through assistance from civil society groups, the Dorobo/Ogiek community took their plea for justice to the African Commission on Human and Peoples' Rights in Arusha, Tanzania. In 2013, the court ruled in favour of their land grievances, thereby validating their autochthony claims.

Arguably, the incentive to claim autochthony in the interest of protecting ownership rights to land among the Enoosupukia Dorobo today is strongly linked to changes in the economic value of land due to commercial farming in the rural areas, which is largely driven by expansion of markets for food produce and for farmland. Therefore, the Dorobo can either sell or lease land to make money. They can also use land as collateral for bank loans, although they are greatly limited in their ability to do so because most of them have no title deeds for their individual holdings. However, land has commonly been used as collateral for informal (interpersonal) loans.

In this first part of this chapter, I have explored interactions between Maasai, Kikuyu, and Dorobo communities. Such interactions are primarily based on negotiations surrounding access to and control of land, and are not without tensions and conflicts. I argue that appropriation of resources is linked to the shifting of identity and social boundaries. Individuals and groups utilise these strategies despite inherent risks (like conflicts) and often with little regard to ethnicity. Such strategies of resource appropriation often override other identities. However, as noted by Galaty (1993b:191-192), "although this form of shifting of identities and social boundaries has the potential of nurturing social cohesion, it does not necessarily obscure or erase lines of demarcation between communities".

In the next section of this chapter, I will show how the 1993 violence in the study area was linked to specific social dynamics, and will then analyse the aftermath of the violence.

## **From violence to peaceful interactions**

After exploring mobility and intergroup relations in the colonial period in the last section, the following section continues with the situation in the post-colonial period. The focus here is on land transfers and the agricultural colonisation of Maasailand by Kikuyu through the influential *githaka* system, and the link between this and the 1993 violence and to other social dynamics. Politicised violence, just as the claims of autochthony in some contexts, emerges as a powerful tool to regulate Kikuyu expansion and their perennial “thirst” for land in Maasailand. I will then conclude with an assessment of local efforts to reinstate peaceful relations after the violence. This section sets the stage for detailed analyses and discussion of the importance of cross-cutting ties and split allegiances, and the value of local institutions in the alleviation of conflict and the maintenance of social order.

The impact of linking physical space to ethnic identity in the colonial period became apparent in the post-colonial era. After independence, ethnic territorial exclusivity was interpreted locally to mean territorial control against the “others” – likening it to colonial land policies. Coupled with increasing migrant populations coming into the Rift Valley and subsequent land-use changes in the 1970s and 1980s, the land question became emotionally charged, and threatened historical relations between Maasai herders (including Dorobo) and agricultural Kikuyu in the studied area. Kenya’s reintroduction of multi-party politics in 1991, and the consequent ethnic-divisive electoral campaigns of 1991/1992 transformed occasional disputes and conflicts into violence in 1993.

How then did Maasai and Kikuyu reinstate peaceful relations after the violence? This section begins with land transfers from Maa-speakes to Kikuyu farmers and the impacts these had, particularly in post-colonial times. Thereafter, I will discuss the nexus between land conflicts, political agency, and the 1993 violence.

### **Land transfers: agricultural colonization through *githaka***

Around the 1970s and 1980s, the Enoosupukia area faced massive deforestation, paving the way for cultivation mainly in small-scale farms, mostly by immigrants of Kikuyu descent from Central Kenya who, along with other groups, were looking to settle in agricultural lands either factually or perceived to be under-utilised, like the Rift Valley (see Hornsby, 2012: 249).

Traditionally, the Salaita (Enoosupukia Dorobo) inhabited the forest in Enoosupukia, as already mentioned. Dorobo elders in Mpeuti village said they and other Maasai who later came to the area had transferred rights of access to land through sale and/or exchange and in the form of gifts to “newcomers”, mostly of Kikuyu descent, since at least the early 20th century. Blackburn (1996) adds that access rights to land were also transferred both within and between local groups as compensation or penalties imposed in dispute resolutions by councils of elders. As noted earlier, Kikuyu also became clients and workers in Maasai homesteads in exchange for access to land (Klopp, 2001: 151).

These early transfers of rights to land were informal and involved word-of-mouth or, in only a few instances, hand-written agreements as evidence of transfer. The terms and legitimacy of such agreements are largely contested today (see Case 11) as the clamour for individual titles, often for speculation or collateral for loans, intensifies. The Maasai accuse the Kikuyu of altering the agreements to defraud illiterate Maa-speaking groups of more land. Kikuyu and Maa-speakers disagree on whether these transactions constituted permanent or temporary transfers of rights, and whether the transferred rights indicated use rights only, or actually meant a full transfer of ownership rights (Matter, 2010: 138).

Figure 4 shows responses from sixty farmers of Maiella and Enoosupukia on the question of acquisition of rights to land in the early 20<sup>th</sup> century. It indicates that a large number of the respondents attribute their rights to land to the Ng’ati Co-operative Society (discussed shortly), and a sizable number to inheritance (from Maasai including Dorobo and Kikuyu ancestors), as well as through gifts and purchase. Land rentals are discussed in detail in chapter 5.

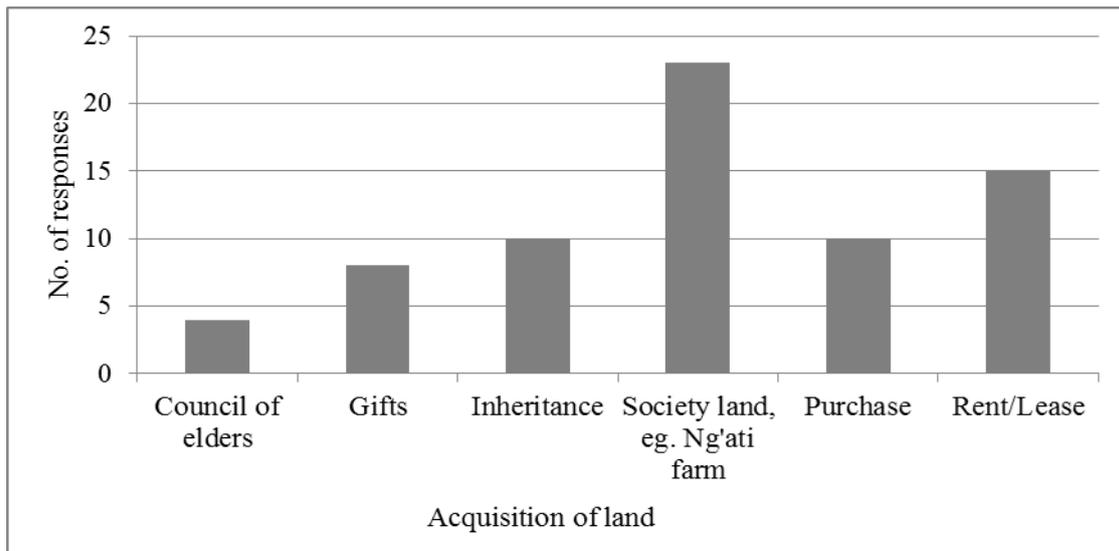


Figure 5. Acquisition of land in early 20th century in Maiella and Enoosupukia (source: field data, 2014)

Land ownership not only changed in Enoosupukia but also on the Maiella side, where between the early and mid-20th century large commercial farms had dominated. In Maiella, until 1964 an Italian (known locally as Loska) ran a large settler farm (16,338 acres) known as Maiella Estate. Archival sources indicate that British colonial administrators in Kenya contracted Italians for help with infrastructural development (e.g. construction of roads)<sup>76</sup>. These Italians may have eventually acquired some commercial farms in Kenya. Some elders in the studied area speculated that the Italian prisoners of war whom British soldiers captured during the World War II battles in Somalia around the 1940s, and who later worked on British commercial farms in Kenya, may have ultimately acquired some of these commercial farms.

Kikuyu squatters and labourers on Maiella Estate said that Loska had served as a manager on the farm under a British owner (known locally as Kirikwi) before he later acquired it<sup>77</sup>. However, none could tell when and what circumstances led to the transfer of ownership of the estate. Informants noted that the Italian inherited squatters and labourers from the British farmer, but also dispatched trucks to ferry Kikuyu labourers from Central Kenya periodically towards the mid-1900s.

<sup>76</sup> Rhodes House, Oxford/ Handing Over Report/Mr. A.D. Galton-Fenzi to Mr. R.A. Jeary/Narok District/1st March 1957.

<sup>77</sup> The FCO-141 land transfer files of Kenya (1960-1970s) located at the National Archives in Kew, London, show very little on land transfers in the study area although the files only represent a small fraction of land transfers at the time.

After independence, the Italian sold Maiella Estate (then registered as Maiella Limited Company) to Ng'ati Farmers, a society made up of about 600 farmers mostly of Kikuyu descent. Ng'ati farmers registered Maiella Estate under the provisions of the Co-operative Societies Act Cap 490 of the Laws of Kenya as Ng'ati Farmers' Cooperative Society Limited. The society obtained a title deed for the farm in July 1974<sup>78</sup>.

The majority of Ng'ati farmers had laboured on the Maiella Estate. They consolidated themselves and reached out to friends, relatives, and patrons especially from central Kenya to be able to purchase the farm, consequently recreating a large *githaka*. Waller (1993: 233) refers to this form of territorial accumulation as the Kikuyu's colonisation of white farms in the Rift Valley. Hornsby (2012: 249) argues that "Kikuyu were a 'richer' community and had better access to loan facilities", which enabled them to "accumulate and privatise pastoral land" (Klopp, 2001: 137). Attempts by the Maasai to regain possession of Maiella Estate from the Italian – an area which they already claimed as their ancestral land – were ultimately unsuccessful. The decision to auction the land in the first place did not please them, but they did little to stop the transfer of ownership of the Estate to the Kikuyu.

According to informants, membership of the society was open especially to former labourers on the commercial farm (Maasai, Dorobo, Kalenjin, and some Turkana). However, the fact that the Kikuyu mobilised family and friends from outside the region to assist in purchasing the farm probably confirms the intention to have exclusive control, against the others.

Maiella Estate offered a promise of *githaka* to former squatters and labourers on the European farm. It also gave hope to many more squatters who had already been forcibly evicted and "repatriated" from European farms in the Rift Valley to their Kikuyu homeland or to resettlement schemes away from their white landlords in the 1930s and 1940s (see Anderson, 2005: 26). According to Anderson, these squatters were in need of land and settlement, but there was not much space left in the ancestral lands upon which they could set themselves up, since their relatives had

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<sup>78</sup> Court of Appeal at Nakuru, No. 64 of 2004: Between Ng'ati Farmers' Co-operative Society Limited (Appellant) and Counsellor John Ledidi and 15 Others (Respondents). An appeal from the judgement and decree of the High Court of Kenya at Nakuru (Rimita, J.) dated 12th May 2002, In HCCC NO. 89 of 1996.

subdivided the often small parcels of lands amongst themselves. He concludes, “it seemed as though the returnees were no longer welcome” (Anderson, 2005: 28). Therefore, it is not surprising that Maiella Estate attracted many friends and relatives of former squatters and labourers. Other Kikuyu targeted lands in other parts of Kenya, the majority of which were quickly acquired through familial or group enterprises after independence. However, the *githaka* system through which Kikuyu appropriated resources in the frontiers underwent considerable changes in meaning and social significance after the 1960s, as discussed below.

### **Wealth-in-people, wealth-in-things: transformation of *githaka***

The significance of *githaka* at least before the mid-1960s was its symbolic capital, rather than any economic capital that it gained for a landowner or trustee (the *muramati*) and the *mbari* (clan). Guyer (1995) describes such capital as wealth-in-people. Wealth-in-people describes social systems in which status, power, and influence are achieved and mediated through the number of one's dependants, followers, or other social ties and affiliations (Guyer, 1995: 89-90; Berry, 1993: 15). Drawing from this definition, therefore, one may argue that society accorded much respect, power, and honour to a *githaka* owner (*muramati* and *mbari*) by virtue of having dependants, that is, *ahoi* (tenants and labourers), *athoni* (in-laws), and *aciriarua* (adoptees).

In other words, the more people one had on a *githaka* the wealthier one was presumed by society to be, and thus the more weight one had in the community. When understood from this perspective, one may argue that the social significance of a *githaka* and that of its occupiers was perhaps more meaningful to society and to *githaka* owners than the economic or commercial value that land represented. To increase the social status of landowners, therefore, it was common for Kikuyu clans (*mbari*) to admit other Kikuyu and members of other ethnic groups as dependants onto a *githaka*. Through the principle of ethnic inclusiveness as opposed to ethnic exclusiveness, Kikuyu landowners adopted both landless Kikuyu and non-Kikuyu dependants (like Maa-speakers) into clan-controlled *ithaka* to increase their weight and presence in the society.

Maiella Estate, and other *ithaka* created after independence were considerably different than the ones described above. The meaning of *githaka* had changed

considerably. The symbolic value attached to *githaka* increasingly lost ground to its economic and commercial value. In other words, there was a transformation from the notion of wealth-in-people to that of wealth-in-things. Wealth-in-things gives weight to the material worth and/or reliable networks that occupiers of *githaka* provide, bring, or attract for its welfare. Based on oral accounts, at least from the 1970s, landowners required dependants (*ahoi*, *athoni*, and *aciriarua*) to contribute to the material welfare of the property by herding and cultivating for their hosts.

Apart from their material contribution, there also emerged the need to protect and enhance the security of tenure of *ithaka*. Therefore, some dependants and affiliates could be admitted onto a *githaka* if they held reliable social-political connections, which could be appropriated whenever the need to protect *githaka* rights arose. Additionally, the presence of people on a *githaka* symbolised ownership and thus served to enhance its security by acting as a deterrent against possible land grabbers in an increasingly vibrant land market.

Therefore, the fact that Kikuyu groups recreated most of these *ithaka* in lands perceived to “belong” to other groups encouraged them to admit individuals of those particular groups as a strategy to increase their “acceptance” in “foreign” territories and to protect their ownership rights. Generally, however, the numbers of dependants on *ithaka* reduced progressively as commoditisation of land increased and as communally owned ranches were continuously individualised and privatised from the 1970s and 1980s.

In the context of Maiella Estate, membership to the society was open especially to former labourers on the commercial farm, as noted above. However, unlike the previous *githaka* of the nineteenth century, membership to the Ng’ati Co-operative Society was pegged on a subscription fee of about KES 2000 (€20), the payment of which earned members equal shares on the estate. Although this fee was intended for settling the cost of the farm (KES 800,000 or €8,000)<sup>79</sup>, it may also be interpreted as a strategy to control “free riders” including some dependants who would have otherwise been admitted to a *githaka* without any financial obligation.

Moreover, such commitment was taken as a necessary precondition for collective bargaining whenever unexpected shocks ensued, such as the need to protect

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<sup>79</sup> At a current price of about KES 300,000 (€3,000) an acre, the cost of 16,338 acres of Maiella Estate is close to 5 billion Kenya Shillings (€50 million). Case 11 (under the concluding remarks) in chapter 9, discusses both social and economic values of land today.

ownership rights. Only about five Maa-speakers paid their membership fee. From the mid-1970s onwards, a team of nine Kikuyu directors of the Ng'ati Farmers' Cooperative Society supervised the subdivision of the farm among its members. The 16,338-acre piece of land was cut into a great number of small plots in three phases, covering the dry, hilly, and wet parts, and was subsequently cultivated by members of the Ng'ati society. The society also set aside land for infrastructure: schools, churches, roads, a market, and an administration police post, among others. Case 12 in chapter 9 describes the subdivision process in detail, and the grievances that emerged thereafter.

The purchase and consequent subdivision of Maiella Estate encouraged hundreds of Kikuyu to migrate into the Rift Valley, many of whom came at the invitation of family and friends already in the Ng'ati society. Some migrants hoped to find land and to settle in the area, while others were in search of farm labour, perhaps to use their wages to purchase their own *ithaka*. Some Ng'ati members also purchased land belonging to desperate members in a bid to expand their *ithaka*. It also served as a strategy to create room for more relatives and friends from central Kenya and elsewhere.

The demand for cultivation labour intensified as the number of landless migrants increased. The former soon found wage labour on individual *ithaka* holdings already allocated to Ng'ati members. During interviews, Ng'ati members said that the monthly wage for destitute Kikuyu and non-Kikuyu labourers towards the end of the 1970s was KES 2.50 (€ 0.25). Some elders likened this patron-client relationship to that between squatters and settlers during the colonial period. *Githaka* owners were equated with settlers whom many perceived to amass wealth through the sweat of the land-poor.

Figure 6 below shows settlements and forest cover in Maiella and Enoosupukia in 1975, respectively, following the occupation of Maiella Estate by Kikuyu Ng'ati society members. The settlements (shown by the "dots" on the map) are concentrated on the Maiella side, while the Enoosupukia side was largely forested (the darker shade on the map) at the time.

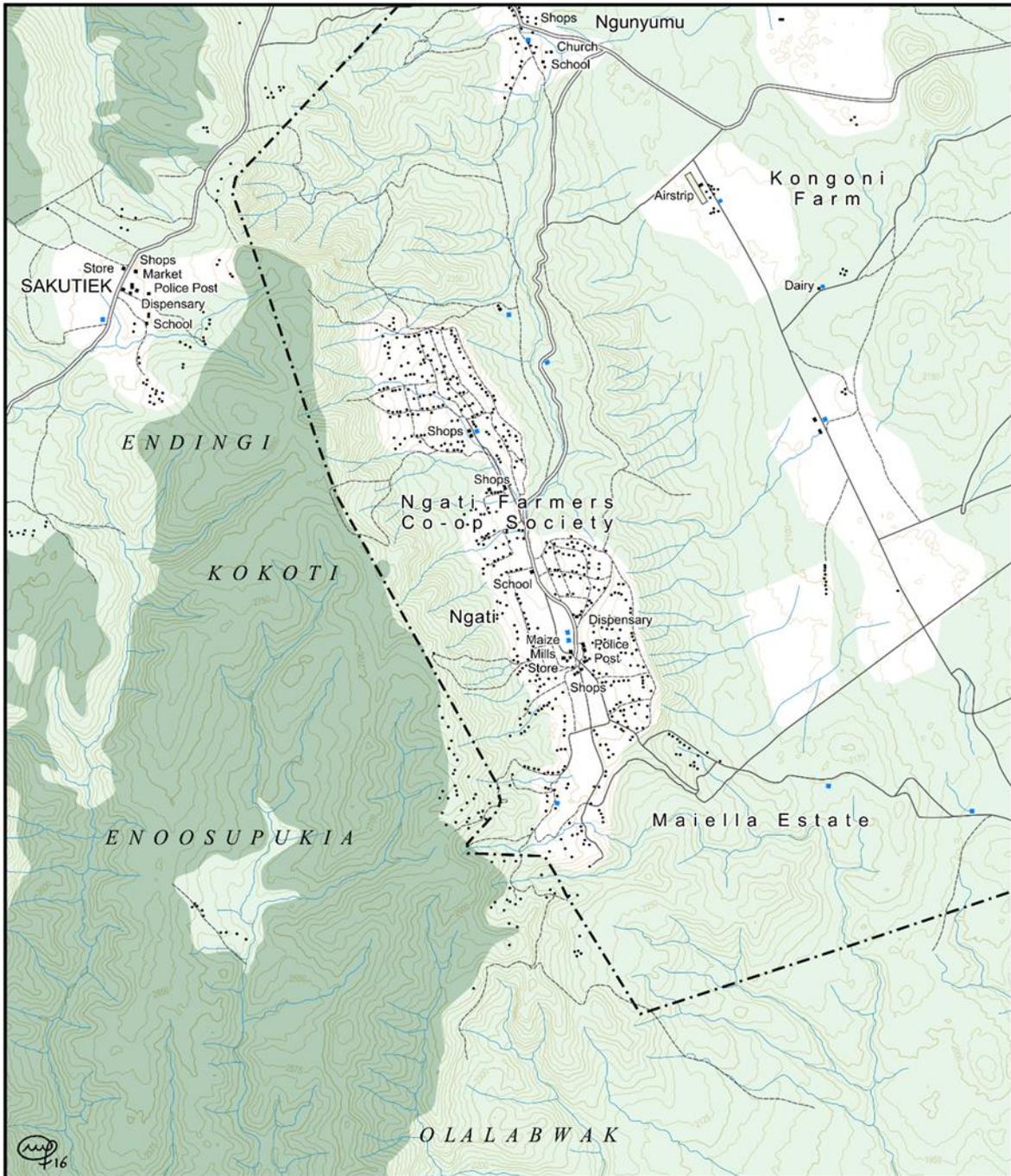


Figure 6. A 1975 map showing settlements (dots on the map) and forest cover (dark shade) at Maiella and Enoosupukia, respectively. At the time, settlements, consisting of mainly Kikuyu Ng'ati farmers, were concentrated on the side of Maiella Estate. Enoosupukia was largely forested, except for a few settlements at the Maiella/Enoosupukia border; perhaps an indication of the expansion of farming and conversion of Enoosupukia forest. (Source: original map, Sheet 133/3, National Museums of Kenya; copyright Monica Feinen, 2016).

Therefore, Maiella Estate (Ng'ati farm) became an ideal point from which Kikuyu and other migrants could push their frontiers into nearby areas of the former Maasai southern reserve. This strategic niche particularly served to connect land-seeking clients from the Lake Naivasha area, members of the Ng'ati society, and persons from other parts of Kenya, to land opportunities in Enoosupukia and other parts of Narok.

Consequently, in the last four decades, rapid agricultural intensification in Enoosupukia particularly through leasehold arrangements between Maa-speaking landowners and land-seeking clients (see chapter 5) has changed and shaped the landscape enormously. Figures 7 and 8 show the “explosion” of settlements at Maiella and continuing expansion of settlements and farming in Enoosupukia. As shown in Figure 7, the subdivision of Maiella Estate (the large *githaka* constituting 16,338 acres), resulted in very small individual holdings of merely between 2.5 and 5 acres. Some landowners further subdivided their individual holdings, taking advantage of the land market. As families grew, individual *githaka* units grew much smaller. Consequently, unlike in the nineteenth century when patriarchal inheritance assured the young generation of *githaka* ownership rights, the tiny individual land holdings shown in Figure 7 could not accommodate a large *mbari* (clan) or sub-*mbari* (sub-clan) units anymore.

Therefore, and perhaps as a strategy to limit possible kin-based disputes over the control of their fathers' holdings<sup>80</sup>, sons and, sometimes, single mothers, had to find alternative land on which to establish a family. Enoosupukia was the nearest frontier that provided hope for land, settlement, and cultivation. The result, as shown in Figure 8, was the massive conversion of the Enoosupukia forest, through market-oriented cultivation (see “land rentals”, chapter 5).

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<sup>80</sup> Figure 25 (appendices) shows numerous kin-based land disputes arising from inheritance or from the sale of *githaka* units in Maiella.

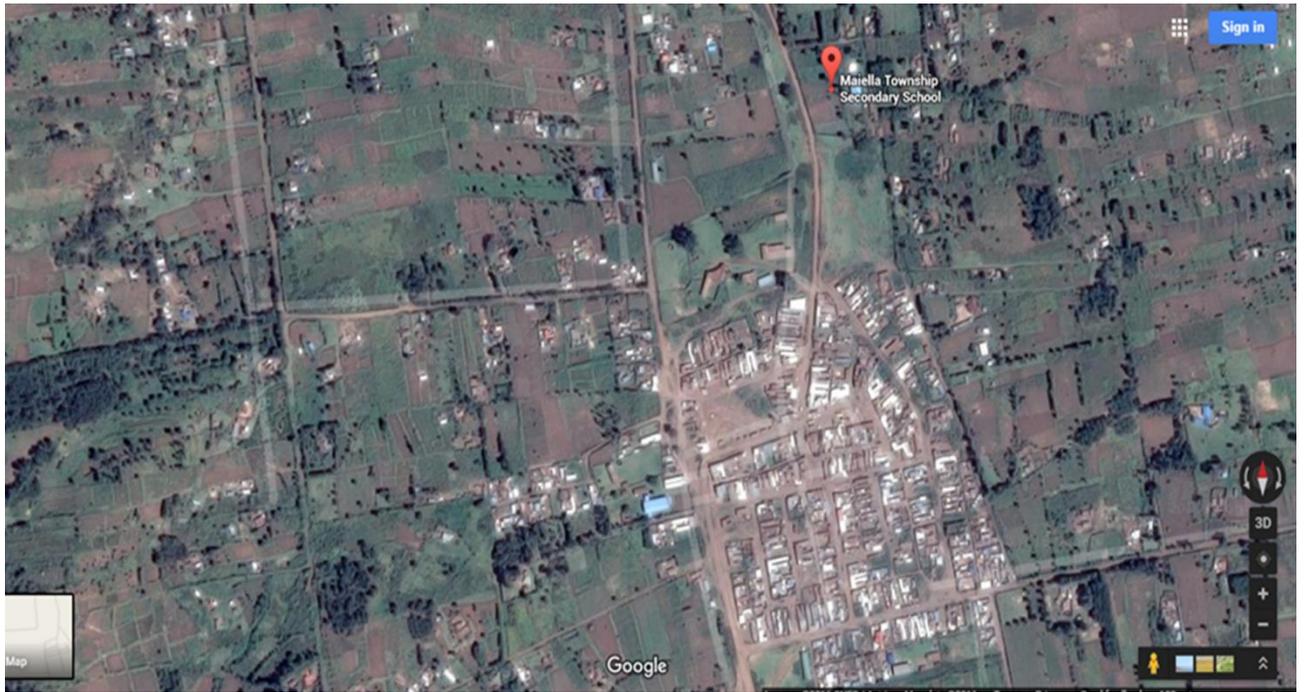


Figure 7. Maiella (Ng'ati farm): individual land holdings and trading centre, after the subdivision and privatisation of Maiella Estate (source: Google Maps, 2016).

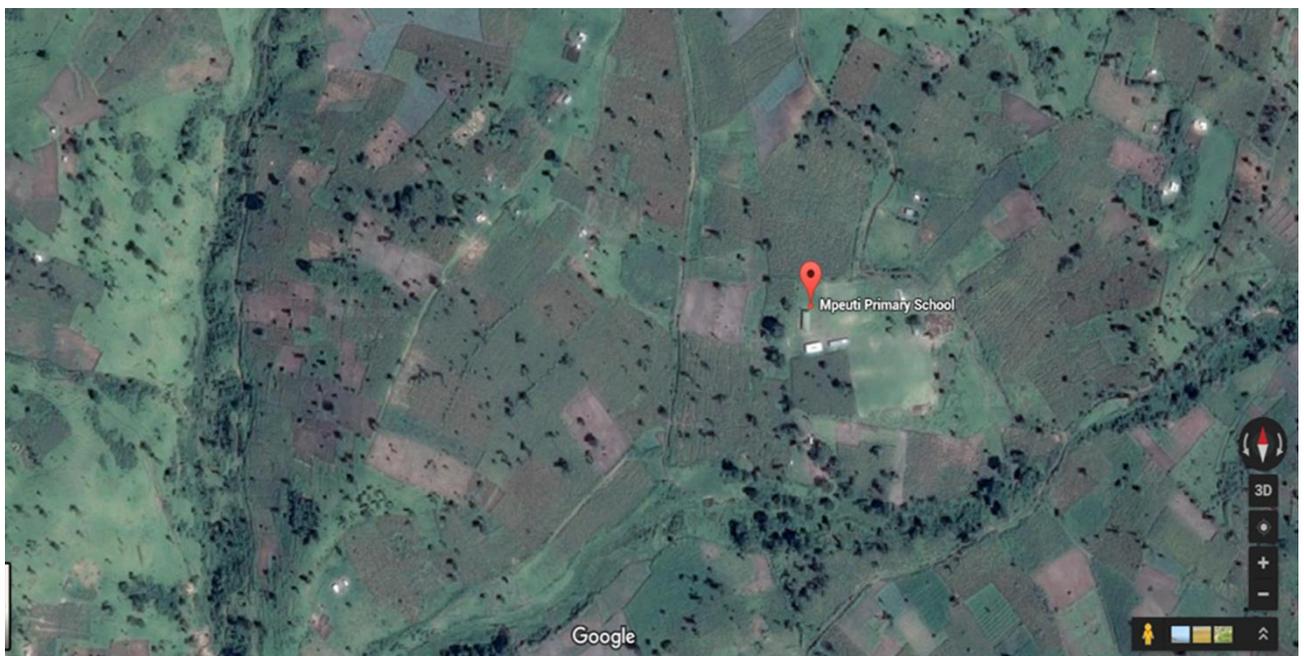


Figure 8. Enosupukia “forest”: the “new” frontier for commercial farming, mainly through leasehold arrangements (source: Google Maps, 2016).

In the early 1990s, this scramble for uncultivated frontiers was met with politicisation of land and ethnic categories, which culminated in massive violence in 1993 as discussed below.

### **The 1993 violence: links to politics of land and belonging**

The sale of Maiella Estate to mainly Kikuyu farmers sparked outrage among the Maasai who claimed its occupation before colonialism. Maasai complained that they were born on the land and that their ancestors had occupied it since time immemorial (see also Matter, 2010: 133). The Maasai began to seek ways of reclaiming Maiella Estate, citing historical injustices, and accusing settlers of “stealing” “their” land and transferring it to “outsiders”.

After the sale, a section of Keekonyokie Maasai continued to live in Nkampani village, which was part of Maiella Estate (see Figure 3). Consequently, periodic conflicts pitting Ng’ati farmers and Nkampani Keekonyokie Maasai began from 1968 but increased during the subdivisions of the estate from the mid-1970s onwards<sup>81</sup>. Several people died. Maasai burnt Kikuyu houses built on or near the disputed Nkampani area, while Kikuyu farmers killed Maasai livestock found grazing near Kikuyu settlements or on crop farms. In retaliation, Maasai fed their livestock on crops planted by the Kikuyu<sup>82</sup> and Kikuyu opened up more farmland near Maasai *manyattas*<sup>83</sup>. Occasionally, Maasai and Kikuyu exchanged blows at drinking dens in Maiella trading centre, or hurled *rungus* (sticks) or stones at each other. Such violent conflicts continued into the 1990s (Hornsby, 2012: 548) shifting between low and high intensities. An informant described the situation:

Whenever people heard someone scream, both groups quickly armed themselves with machete, spears, bows, and arrows in readiness to fight and defend their territories irrespective of the cause of alarm.

On the Enoosupukia communal land, residents and the then District Land Adjudication Office declared two areas for subdivision in the 1970s: Kipise Adjudication Section, and Enoosupukia Trust Land, which they called Part A and Part B respectively. Official adjudication of Kipise started in 1977 (see also Matter, 2010: 8-9). However, the presence of a large number of immigrants, most of whom claimed

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<sup>81</sup> Interview with former councillor and Nkampani elder, John Ledidi, December, 2013.

<sup>82</sup> Interview with Maasai elders in Nkampani village, 23.10. 2013.

<sup>83</sup> Interview with Maasai elders in Nkampani, January, 2014.

ownership rights to various parcels of land, as well as numerous cases relating to entitlements to land filed by Maa-speakers against members of their own community or those of Kikuyu descent and vice versa, constrained the subdivision process. Moreover, corruption allegations on the side of the Demarcation Committee dragged the subdivision process to completion in 2007<sup>84</sup>, having lasted for close to four decades since its inception.

Notwithstanding such dynamics, cultivation in the study area increased rapidly in the 1980s as farmers sought to utilise “their” parcels of land to deter others from claiming ownership at the time of the subdivision. In the early 1990s, however, the rapid agricultural expansion in Enoosupukia was disrupted in the run-up to the 1992 general elections, which set the stage for political conflict. A new multi-party era in Kenya shaped ethnic strife targeted particularly on migrant groups (known politically as “aliens”) supposedly settling in regions that were traditionally occupied by other groups (see Klopp, 2001). Existing tensions and conflicts on the Maiella side also took a new twist, gearing up for violence.

The “survival” of Kikuyu in traditionally pastoral Maasai lands required of them to show allegiance by voting for William Ole Ntimama, a then powerful government minister and a Maasai politician – whom they defied in favour of a regime change. Nevertheless, Ole Ntimama, who stood on a Kenya African National Union (KANU) ticket, was elected unopposed in the December 1992 general elections, which were marred with allegations of massive vote rigging, political “silencing” of opponents, and ethnic violence, especially in the Rift Valley. Ole Ntimama soon embarked on a spirited effort to evict the Kikuyu from Enoosupukia, arguing that their farming activities had destroyed the Enoosupukia forest and water catchment areas in Narok. In excerpts from the Daily Nations newspaper, shown below (Figure 9), Ole Ntimama stated, “We shall not turn back, we cannot allow our innocent people to suffer because of other peoples’ greed” (Daily Nation, September 13, 1993). A few weeks later, in October 1993, the Daily Nation reported on massive violence in Enoosupukia in which over twenty Kikuyu farmers were killed (Daily Nation, October 18, 1993, see below). About 10,000 farmers were forcibly evicted from Enoosupukia, allegedly to restore the damaged forest. The violence was perpetrated by an unofficial Maasai

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<sup>84</sup> Title deeds have not been issued for the areas demarcated to date, but only recently to those resettled in Sintakara village after eviction from the “protected” Enoosupukia forest.

militia of hundreds of *morans* (an age-set of young Maasai), game wardens, and administration police, assisted by a small core of local government officials and some residents, most of whom were eager to take back small parcels of land they had sold to Kikuyu farmers (Klopp, 2001: 164; Hornsby, 2012: 548). The Enoosupukia trading centre, as well as churches and schools, which were attended by both Maasai and Kikuyu children, were burned or destroyed.

However, sources differ regarding the estimates of those killed in the violence.

Hornsby (2012: 548) put the dead at over twenty, while Matter (2004) estimates the number of dead at about fifty. Klopp (2001: 163) has an estimate of thirty-five, while Little (1998) puts the number at seventeen. None of these sources specify the ethnicity of the dead.

Informants at Maiella and Enoosupukia who witnessed the violence had difficulty in estimating the people who died in the violence; numbers ranged between twenty and fifty. A few informants who witnessed the violence described the situation. According to them, administration police and game wardens disguised in Maasai *shuka* (red robes) shot and killed Kikuyu farmers who tried to salvage belongings as they fled. Immediately, *morans* wounded the dead farmers' bodies using machetes to conceal bullet wounds. Others noted that *morans* carried their dead to distant places for burial. It is believed that Kikuyu men who retaliated killed about fifteen *morans*. During the "tribal clashes", *manusu* were blamed by Kikuyu for showing allegiance to Maasai, while some Maasai blamed them for failing to openly declare their most preferred affiliate at the time. In some instances, both Kikuyu and Maasai accuse *manusu* of double standards in land matters to date. Women, girls, and uncircumcised boys were not harmed in the violence – probably an indication of strong adherence to a code during warfare involving *moran* fighters. A Kikuyu woman described how she intercepted *morans* who approached her home in Enoosupukia:

My husband [a Kikuyu] was in the house when about six armed *morans* came. I intercepted them at the compound and began wailing, "Please do not kill me!, why would you kill a woman? Please! Please!". I knew I was endangering my life but I had to save my husband who quickly escaped to safety when the *morans* were busy soothing me. When they entered my house, one of them reached inside the pants of my son to check if he was circumcised, and upon realising that he was not, they departed after warning us to leave the area immediately.

# Ntimama vows to evict 'aliens'

By JOSEPH KIMANI  
Cabinet Minister William ole Ntimama on Saturday vowed to have Enosupukia residents in Narok evicted, accusing them of destroying water catchment areas.

Mr Ntimama, the Narok North MP and Minister for Local Government, claimed that following extensive farming by a community in the area, the only river had dried up, leading to the death of Maasai people and their livestock downstream.

Last month, local leaders led by Mr Ntimama declared Enosupukia a trust land of the Narok County Council.

On August 20, Mr Ntimama had denied press reports attributed to him that he would have people who had settled in Enosupukia Location evicted.

But on Saturday, Mr Ntimama said he would visit Enosupukia today to inspect forest boundaries and ensure that aliens had left.

Mr Ntimama, who was addressing a meeting after officially opening a dip in Enosupukia Location said: "Hakawa kuvuti Nyuma. (We shall not turn back). We cannot allow our innocent people to suffer because of other peoples' greed."

The Minister criticised people and organisations calling for the conservation of Naimina Enkio-Loita forest. He asked why outsiders were interfering in Loita forest affairs.

He said: "Ntimama Anjoojoo, wana mabwitiwani ole Tuya; kwa nini wana wamaawabaka? Tawojoo kuki stohee. (Neither Ntimama nor Hon [Saxson] ole Tuya has spoken. Why are other people concerned? Let us wait for the truth)."

Mr Tuya is the Narok South Kenya MP.

Mr Ntimama said people who had attacked him when he said that a certain community was destroying Enosupukia forest and should be evicted, were the same ones now concerned about the conservation of Loita forest.

"Wana wawawee Enosupukia Anjoojoo Anjoojoo wawoo juu pa Naimina-Enkio. (Let those who have settled in Enosupukia leave first before we can talk about Naimina-Enkio forest.)"

The Minister accused the Nairobi newspapers of publishing the Loita forest issue.

He also told the Kenya Energy and Environment Organisation (Keneco) to keep off the Loita forest issue.

Daily Nation, Sept 13, 1993

# Arrest Ntimama - MPs

By MBURU MWANGI and IRUNGU NDIRANGU  
Three FORD Asili MPs yesterday demanded the arrest and prosecution of Minister William ole Ntimama for calling for the eviction of Enosupukia residents in Narok District.

At the same time, FORD-A's Gutundu sub-branch youth congress leader, Mr Githuku wa Muirani, said the Minister and the Kanu Government will be blamed if any "alien" is evicted from Narok.

MPs Francis Wanyange (Nakuru East), Macharia Muraya (Mathare) and Henry Ruhii (Embakasi) all said in separate telephone interviews that the Minister for Local Government should be arrested and charged with incitement.

Mr Wanyange said utterances such as those of the Minister proved that the Government would not voluntarily end the tribal clashes.

Mr Ruhii said that the MP for Narok North was also an alien in Narok. "Ntimama's father was from Meru," he said, adding that his original name was Ndimama and that he substituted the letter "d" for "t" for political expediency.

Mr Ntimama was yesterday

quoted as vowing to evict residents of Enosupukia, accusing them of destroying water-catchment areas.

Last month, Mr Ntimama led Narok leaders in declaring Enosupukia a trust land of the Narok County Council.

Yesterday, leaders in Narok District again told residents of Enosupukia Location to move out or be evicted.

The chairman of Narok County Council, Mr Shadrack Rotiken, said his council would use its powers under Cap 268 and Cap 265 to evict the residents from the area, most of them from Molo, Londiani and Bunt Forest. He said Enosupukia was now a trustland of the Narok Maasai.

Abolving Mr Ntimama from blame for any action the council may take, he said the eviction will depend on him.

He said the victims would include Kikuyus, Maasais and Dorobos.

The Narok South Council chairman, Mr Kelena ole Nkhoe, said Maasais had occupied three quarters of Rift Valley and were pushed out.

A Nairobi councillor, Mr Alex Magero, said Maasais have a right to call for the eviction of all "aliens" in Narok District.

Daily Nation, Sept 14, 1993

As Narok violence rages on...

# Outrage as eight more are killed



By NATION Team  
Eight more people were killed in Enosupukia, Narok over the weekend as leaders and ordinary Kenyans reacted with outrage to the massacre of more than 10 people at a church compound on Friday.

The new killings - which

**INSIDE**

**RELIEF WORKERS**  
The International Federation of Red Cross and Red Crescent employees have left their Garissa base following the disruption of their relief work by banditry activities.  
- Page 3

**GITOBU SPEAKS**  
Former FORD Kenya secretary-general Gitobu Inanyera says the Public Accounts Committee chairman should be removed from FORD Kenya to ensure the committee is not manipulated

Daily Nation, October 18, 1993

Figure 9. Newspaper clippings: William Ole Ntimama vows to evict Kikuyu "aliens" from Enosupukia, Narok; Members of Parliament (MPs) react to the incitement remarks soon afterwards; Violence breaks out there after leaving dozens killed and thousands forcibly evicted from the area (Source: Nation Media Group Archives, Nairobi).



Photograph 5. Remains of a church at the destroyed Enosupukia town (source: field data, 2014).

Thousands of internally displaced people, most of them members of the Kikuyu community, pitched camp in a Catholic Church at Maiella trading centre where they received food aid and shelter from NGOs and members of the public. The National Council of Churches of Kenya (NCCK), which kept a list of those displaced, estimated that there were around 10,000 victims (Klopp, 2001: 168).

In late 1994, many of the displaced people were transported in government trucks and “dumped” in Central Province (the perceived land of their ancestors) under the cover of night (Hornsby, 2012: 549; Klopp, 2001: 175). Only a few were resettled in Moi Ndabi (Figure 4), a controversial settlement scheme. The state resettled only about 200 families at Moi Ndabi, which is approximately 5 Km from Lake Naivasha. Informants said that Kalenjin families were given 10 acres of land; Maasai families were given 5 acres, while the rightful IDPs, Kikuyu, received 2.5 acres per family. Klopp (2001: 175) sees the skewed allocation of land as a form of reward to supporters of the then ruling government. Therefore, hundreds of internally displaced people rented houses in Maiella trading centre.

William Ole Ntimama, who Klopp (2001: 154) described as “a high powered patronage boss”, has since been blamed for the attacks. Prior to the violence, Ole Ntimama warned Kikuyu in a political rally that he would “press them and make them lie low like an envelope”<sup>85</sup>. Ole Ntimama’s media rhetoric may have made him the

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<sup>85</sup> Interview with Kikuyu informants who attended the rally, January 2014.

most culpable for instigating the violence, but some informants noted that there were firm indications that the meticulously planned and executed violence was associated with more powerful actors in the ruling government.

Some local informants and representatives of the county government (whose names and positions are withheld due to the sensitivity of the matter) believe that the meticulous organisation and perpetration of the attacks may not have involved Ole Ntimama alone. To them, other elites, probably more powerful politicians than Ole Ntimama himself and businesspersons with interests in the area, who cared for the welfare of neither Kikuyu nor Maa-speakers, may have had a hand in the violence. They allege that the agricultural potential of Enosupukia must have been in the mind of the organisers of the violence, with the intention to grab it.

The agency of local actors is also important here. As evidence shows, some selfish Maa-speakers of Enosupukia supported the violence in a bid to take back the plots of land they had earlier sold or given to members of the Kikuyu community. The land that was mainly targeted included plots which were entangled in protracted disputes over boundaries and/or the actual sizes of pieces of land that Maasai (including Dorobo) sold or gave to their Kikuyu neighbours. Some Maa-speaking youths took advantage of the violence to repossess lands they believed to be their rightful inheritance, which their parents and grandparents had however given/sold to Kikuyu farmers. Land disputes of this kind threaten intergroup cooperation to this day (see Case 11).

Kikuyu informants also suggested that some local perpetrators of the violence aimed to make quick money from the very Kikuyu to whom they had already sold land at cheap prices. They did so by demanding financial “compensation” from the Kikuyu concerned, with the intention to meet the prevailing market rate and economic potential of such lands. Others hold that Ole Ntimama wanted to evict them from Enosupukia to create grazing space for his fellow Purko Maasai.



Photograph 6. Maasai cattle grazing on the remains of Enoosupukia forest. In the last decade, the county government in collaboration with the Wangari Maathai's Green Belt Movement initiated reforestation to rehabilitate the forest. However, rampant invasion of the remnants of the forest by pastoralists, loggers, and farmers constrain such efforts (source: field data, 2014).

In spite of these explanations, scholars and human rights groups link politics to the “culture of violence” in Kenya and the study area (KHRC, 1998: 2011; Anderson and Lochery, 2013: Anderson, 2010; Kanyinga, 2009; Galaty, 1992; Klopp, 2001: 134-160; Human Rights' Watch, 1993; Waki, 2008; Akiwumi, 2001). As discussed, patronage politics transformed earlier disputes and small-scale conflicts into large-scale violence. Indeed, prior to the violence, relationships between Maasai and their Kikuyu neighbours were largely peaceful (Matter, 2004: 73).

It is important to emphasise that the violence in Maiella and Enoosupukia in 1993 only represents one of the many areas in the Rift Valley and elsewhere that suffered the brunt of politicised violence in the 1990s and after 2000. A report prepared by the International Federation for Human Rights (FIDH) and Kenya Human Rights Commission (KHRC) in 2007, “Massive Internal Displacements in Kenya Due to Politically Instigated Ethnic Clashes”<sup>86</sup>, lists about a dozen districts<sup>87</sup> that were affected by political violence in the 1990s and 2000s, and provides testimonies of

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<sup>86</sup> Available online [https://www.fidh.org/IMG/pdf/Kenya\\_engNB.pdf](https://www.fidh.org/IMG/pdf/Kenya_engNB.pdf) (Accessed 05.05.2016).

<sup>87</sup> The districts include Narok, Laikipia, Kajiado, Uasin Nkishu, Nandi, Nakuru, Trans Nzoia, Trans Mara, and others on the Kenyan coast.

many of the affected victims. The report shows that the affected come from diverse ethnic groups.

### **Costs of violence and reinstating peaceful relationships**

Between 1995 and early 2000, a great deal of time was spent preaching peace, reconciliation and coexistence between the two warring groups. The church, NGOs, local administration (chiefs), and elders from Maasai and Kikuyu communities spearheaded peace forums, which centred on intergroup dialogue. Peace forums brought together the youth, women, religious leaders, and elders from both groups to discuss a way toward reconciliation.

The high costs associated with the violence were unbearable for many: sick Maasai in Enoosupukia could not visit the main hospital in Maiella after the violence for fear of being attacked by Kikuyu. Most *boda boda* (motorcycle) operators who plied their trade along Maiella and Enoosupukia routes suspended their services, rendering the most reliable means of transport for food and people unavailable. This especially affected the Maasai, since the Kikuyu controlled the *boda boda* business.

Schoolchildren, especially from Enoosupukia, stayed at home because their schools had been burned down (Klopp, 2001: 170). Shortages of food increased since food crops had been set on fire on the farms or fed to Maasai herds.

Consequently, landowners in Enoosupukia already began to look for land-seeking clients among the Kikuyu a few months after the violence as a result of looming poverty, perhaps an indication that the survival of Maa-speakers was partially linked to the presence and activities of Kikuyu neighbours. This also reminds us how, historically, groups used to appropriate ties and alliances as a form of insurance during difficult times.

Indeed, the “return to peace” was especially encouraged by the Maasai. Discussions on how to reinstate peaceful relations and to manage future conflicts were conducted in over fifty meetings involving the area chiefs and local Maasai and Kikuyu elders, who later spread the word through the villages among youths, women, and church groups.

Intergroup dialogue breathed renewed strength into efforts at peaceful coexistence in many peace forums, including peace tournaments organised by the Association of Media Women in Kenya (AMWIK), as well as in related peace campaigns by World

Vision of Ndabibi, Naivasha. Awareness was raised of the potential for the political instrumentalisation of violence, and youths were cautioned against being used to further others' selfish political aims.

Trust between Maasai and Kikuyu began to take root again in the early 21st century. Hundreds of the internally displaced people who had taken refuge in Maiella trading centre began to return to the former conflict areas to re-rent or reclaim their land. Local peacebuilding efforts received the support of the state, which embarked on the devolution of capacities for enhancing peace and security to the local level through local peace committees and *Nyumba Kumi* from 2010. Chapter 8 deals with local peace committees and *Nyumba Kumi* institutions in detail.

Apart from local peace committees and *Nyumba Kumi*, higher courts are also involved in the settlement of land disputes in Maiella and Enoosupukia. The most famous court case, which relates to a dispute over Maiella Estate between members of Ng'ati Farmers' Society and the Nkampani Maasai, began in 1996 and lasted for over a decade. It was admitted in the Court of Appeal in Nakuru that the Maasai were occupying some portions of the 16,338 acres of Maiella Estate and that they had jointly built thereon five primary schools and a secondary school. However, the Ng'ati Society contended that the occupation by the Maasai was pursuant to a written agreement entered into in 1979 allowing the Maasai to graze and use the dipping facilities for their cattle at an annual fee of KES 3,700 (€370). Ng'ati farmers added that the agreement only allowed for grazing, and that the Maasai were not supposed to start forest fires or to construct *manyattas*, cut trees, burn charcoal, or invite other Maasai onto the suit land, let alone build schools<sup>88</sup>.

After a decade of heated and expensive proceedings, the High Court of Kenya ruled in favour of the Maasai, on the grounds of marginalisation and historical injustices, allowing them to be apportioned 4,027 acres out of the 16,338 acres of the farm.

The invocation of "marginalisation" especially privileges Maasai over other groups in land claims (see Hodgson, 2011; Little, 1998: 444; 1992: 4).

The ruling, though received with heated criticism from both groups, inculcated cooperative use of natural resources, and access rights to land have since been

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<sup>88</sup> Court of Appeal at Nakuru, No. 64 of 2004: Between Ng'ati Farmers' Co-operative Society Limited (Appellant) and Counsellor John Ledidi and 15 Others (Respondents). An appeal from the judgement and decree of the High Court of Kenya at Nakuru (Rimita, J.) dated 12th May 2002, In HCCC NO. 89 of 1996.

negotiated peacefully (as discussed in the following chapter). Interestingly, the Maasai have extensively leased the land allocated to them by the court to Kikuyu and other farmers. It thus befits its name, Nkampani, which is derived from *enkampa*, a Maa word referring to a cultivated area.

The court case demonstrated the value that contemporary Maasai attach to land ownership. It reiterates David Campbell's assertion that land is supplanting cattle as the critical and valued resource in Maasailand (Campbell, 1993). Before closing this chapter, I would like to present a summary of half a century of conflict and land related tensions and their impacts on existing cross-cutting ties (Table 2).

Table 2. Overview over conflicts and violence in Maiella and Enoosupukia (1970-2014)

<b>Year</b>	<b>Explanation and Type of Conflict</b>	<b>Timeframe</b>	<b>Organisers and Perpetrators</b>	<b>Impact on Cross-cutting Ties</b>
1968-early 1970s	Land-related conflicts: struggle over control of Ng'ati farm between Kikuyu Ng'ati farmers and Keekonyokie Maasai of Nkampani village– destruction/burning of houses and crop fields, and killing of cattle at the boundary of the disputed area.	Retaliatory attacks lasting between a few hours to days.	- Retaliation between <i>Morans</i> and Kikuyu men for damages caused. -No mention of politicians instigating the conflict.	-Markets in Maiella and Suswa still shared. -No reports of divorce or separation in interethnic intermarriages. -Cooperative land-use at Enoosupukia continued.
Mid-1970s and 1980s	Land-related tensions: Land tenure reforms were a main driver of violence. Enoosupukia and Maiella were shifting from community/group/trust ownership to private property. Intra- and inter-community struggles over rights of tenure.	1977-1980s.	-Impacts of multiparty politics already beginning to take shape against migrant Kikuyu.	-No violence reported. -Boundaries negotiated peacefully despite adverse political campaigns. -Intermarriage and cooperative land-use persisted. -Markets uninterrupted.
1991-1993	Political and Land-related conflicts and Violence: Multi-party (Majimbo) politics along ethnic largely accounted for the violence.	-Conflicts between 1991 and 1992. -Violence in October	-Local politicians with a grassroots core of organisers.	-Several schools and Enoosupukia shopping centre destroyed. -Eviction of Kikuyu and

	<p>However, restoration of Enoosupukia forest was offered as the main reason for evicting Kikuyu farmers who were blamed for its destruction. (See also <i>Anderson and Lochery, 2008; Anderson, 2007; Klopp, 2001</i>).</p>	<p>1993 lasting for about 3-7 days. -Forceful evictions of Kikuyu farmers from Enoosupukia in late 1993 and 1994. -Over 20 Kikuyu lives lost; unaccounted number of Maasai killed by Kikuyu fighters.</p>	<p>-Police and game wardens deployed to assist in the eviction. -Hundreds of Maasai <i>Morans</i> from outside Enoosupukia “poured” into the area by government trucks. -Some rogue local actors wanted to repossess the lands already transferred to Kikuyu farmers.  (See <i>Klopp, 2001: 164; Hornsby, 2012: 548; Human Rights’ Watch, 1993</i>).</p>	<p>Kikuyu-friendly Maasai/Dorobo from Enoosupukia. -Narok/Nakuru borders impassable for fear of retaliations, crippling access to markets, hospital and public transport at Maiella. - Some Kikuyu in-laws living with Maasai family protected. -Food crops and livestock of some evicted Kikuyu tenants protected by their landlords. -Some Maasai landowners offered security to their Kikuyu clients at the time of harvesting of their crops.</p>
<p>2007/2008 to 2014</p>	<p>-Tensions in Maiella and Enoosupukia following the 2007/8 post-election violence, especially in Kenya’s Rift Valley. -Peaceful coexistence and resolution of land-related disputes through LPCs and courts from 2008-2014.</p>	<p>-No violence was reported in the study area in 2007/2008.</p>	<p>-Rumours had it that unknown Maasai bandits threatened to cause mayhem in Maiella for selfish gains—this did not materialise.</p>	<p>- During the post-election violence of 2007/8 many Kikuyu and Maasai opted to remain indoors while others converged at Maiella Centre to follow of the post-election violence on television. -Normal operations continued in the markets and fields, albeit with caution due to the potential for spread of violence to the study area.</p>

This section has explored the question of post-colonial land transfers and its link to violent conflicts. It adds knowledge to colonial land exchanges and transactions between Maasai, Dorobo, and Kikuyu. It is important to emphasise in the preceding section the value of local efforts to reinstate peaceful relations after the 1993 violence. In short, peaceful intercommunity relations are possible after a collapse situation.

Apart from Maasai and Kikuyu, scholars and the media report on other agro-pastoral communities in Kenya, which have shown optimism and determination in the transition from conflict to coexistence. In 2001, a resource-related conflict between Pokot and Marakwet communities left about fifty people dead. After the violence, community members, area leaders, and organisations (the Red Cross Society, Kerio Valley Development Authority etc.) cooperated to find solutions to cattle rustling and other vices. Through various peace initiatives targeting integration – water resource sharing from Embobot and Kerio rivers for irrigation cultivation, construction of schools to serve children in the two communities, and barter trade – the two neighbouring communities are in the process of rewriting their history. Community members also use local laws and customs (including the curse) in a bid to control cattle rustling and violence<sup>89</sup>. Similar stories are told among the Orma and Pokomo and other agro-pastoral groups in Kenya (Pkalya, Adan and Masinde, 2004; Cuppen, 2013).

The following chapters of the dissertation seek to answer the second question raised at the beginning of the thesis: To what extent do existing cross-cutting ties and the conflicting loyalties associated with them promote socio-economic interdependence and locally contextualised forms of social control necessary for peaceful relations between Maasai and Kikuyu in Maiella and Enoosupukia?

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<sup>89</sup> “Tot Kalowa peace project yields results in Elgeyo Marakwet”, Standard News Kenya, Jan 31, 2015, <https://www.youtube.com/watch?v=p9j7tgK5UaA>; “Residents of North Rift broker peace among warring communities”, Standard News Kenya, May 24, 2015, <https://www.youtube.com/watch?v=GjERCHwrkic>

To answer this question, I will discuss the cross-cutting ties and conflicting loyalties which emerge from intermarriage, land rentals, and trade relations. The topics are organised into chapters; that is, Chapter 4, 5, 6, and 7 respectively. Interestingly, these intergroup social-economic relationships complement one another and give relevance to historical ties and networks of the last centuries between the Maasai (including Dorobo) and Kikuyu. The following chapters help to link the past to the present, revealing how the local communities in question adapt to changing local environments, property rights, and land-use patterns, and how actors form ties and alliances to benefit from local and national markets.

## CHAPTER 4: Marriage-related cross-cutting ties

Radcliffe-Brown and Forde (1950) demonstrated the importance of marriage and kinship in understanding social cohesion among African societies:

...a system of kinship and marriage can be looked at as an arrangement which enables persons to live together and co-operate with one another in an orderly social life.

Radcliffe-Brown and Forde (1950:3)

As already discussed in the introduction chapter, intermarriage between ethnic groups in Kenya has a long history. The rules of exogamy and other cultural factors only offer a partial explanation for the existence of marriage outside closely related groups, some of which formed part of this study. In addition to other social-economic motivations discussed in this chapter, the conflicting loyalties theory offers a possible explanation of the value of such alliances in minimising conflict.

How do ties in intermarriage constitute conflicting loyalties? How do actors use marriage as a strategy to appropriate resources? By building on a recently published article on this topic, (Kioko and Bollig, 2015), this chapter describes the value of Maasai-Kikuyu marriage for peaceful relations in the south of the Lake Naivasha Basin. It presents findings from biographical interviews and oral testimonies, which traced the origin of marriage partners and the ties and conflicting loyalties (kin-based, friendship, or otherwise) which emerge out of intermarriage. Furthermore, I show how especially Kikuyu women married by Maasai fit into and/or change the Maasai ideal.

About 140 biographical interviews were conducted across the six villages studied. The informants were selected deliberately to include as many cases of intermarriage between Maasai and Kikuyu as possible. Biographical interviews and questions relating to intermarriage revealed a disproportionate number of Maasai women married by Kikuyu men as opposed to Kikuyu women married by Maasai. In the first part of this chapter, this disparity in intermarriage is discussed. Thereafter the focus shifts to the description of how cross-cutting ties constitute conflicting loyalties, in order to explain peaceful relationships and reciprocity.

Despite its importance in enhancing social cohesion, intermarriage has its share of difficulties. In the last section of the chapter, I will offer an example where co-wives (Maasai and Kikuyu) compete over the attention of their Maasai husband and over control of land and family property.

## Maasai-Kikuyu intermarriage and cross-cutting ties

This section opens with an overview of changing patterns of intermarriage between Maasai and Kikuyu over the last 50 years. I will then discuss why disparities in intermarriage exist, and the socio-economic consequences of Maasai–Kikuyu intermarriage.

### Changing patterns of intermarriage

In a sample of 140 marriages documented for Maiella and Enoosupukia, 48 intermarriages (34%) between Maasai and Kikuyu were recorded (Figure 7). Out of the 48, about 13 were recorded prior to the 1980s. Since the late 1980s (and surprisingly even in the early 1990s when the area faced violent conflicts) intermarriages have increased, with Maasai men habitually marrying Kikuyu wives. A considerable number of children result from these intermarriages. It is these children who embody the conflicting loyalties of their parents and kin.

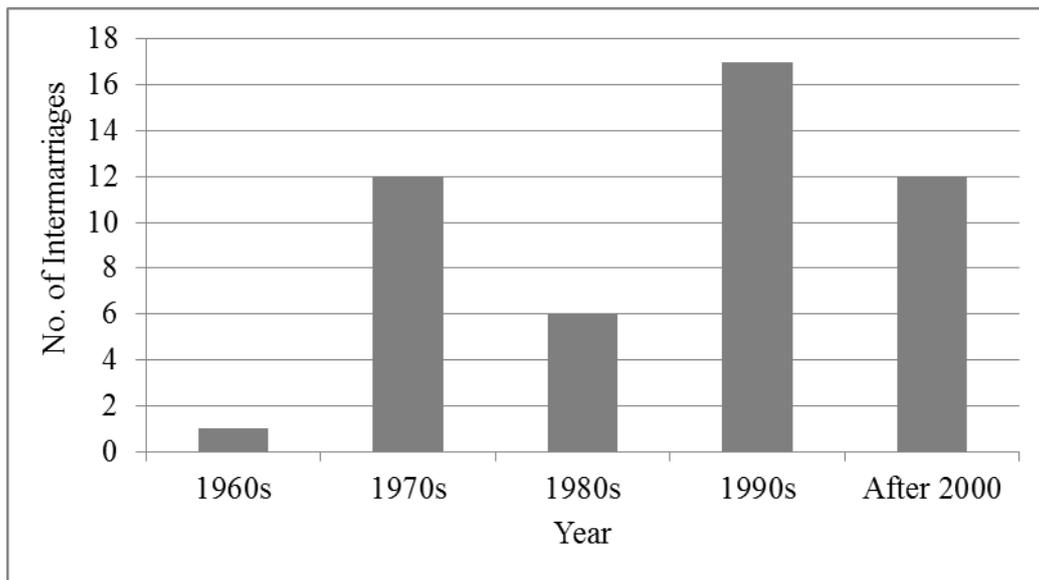


Figure 10. Distribution of intermarriages over the last 50 years (source: field data, 2014).

The households resulting from these marriages accounted for over 250 children. Table 3 shows the distribution of Kikuyu women who are married into Maasai households in three villages, and the number of children of mixed identity.

Table 3. Number of intermarriages and mixed identities.

<b>Village</b>	<b>Kikuyu Women Married by Maasai</b>	<b>Children with Mixed Identity</b>
Nkampani	18	104
Olosho Iole Kaloi	11	70
Mpeuti (including Kigumu)	19	94
<b>Total</b>	<b>48</b>	<b>268</b>

(Source: field data, 2014).

## Sourcing spouses

Kikuyu women who marry Maasai men come from diverse backgrounds as shown in Table 4.

Table 4. Geographic (village) origins of Kikuyu women married among the Maasai.

<b>Village</b>	<b>Place of origin</b>										<b>TOTAL</b>
	<b>Kiambu</b>	<b>Kitale</b>	<b>Naivasha</b>	<b>Meru</b>	<b>Murang'a</b>	<b>Nakuru</b>	<b>Narok</b>	<b>Ngong</b>	<b>Nyahuruhu</b>	<b>Nyeri</b>	
Nkampani	1	0	3	0	2	1	8	1	2	0	<b>18</b>
Olosho Iole Kaloi	0	3	4	0	3	0	0	0	0	1	<b>11</b>
Mpeuti /Kigumu	5	0	8	1	0	0	4	0	0	1	<b>19</b>
<b>TOTAL</b>	<b>6</b>	<b>3</b>	<b>15</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>12</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>48</b>

(Source: field data, 2014)

Naivasha and Narok score highest as places of origin for Kikuyu women in such mixed marriages (Table 4). Especially in Naivasha, the majority women who work in the cut-flower industry find husbands in the surrounding region (Kioko, 2012).

Maiella, Kinangop, Naivasha town, Maai Mahiu, Ndabibi and Ng'ondi (see Figure 4) are social and economic spaces for both Maasai and Kikuyu, and as such are places where close relationships between Maasai and Kikuyu are more likely to emerge.

A large number of Kikuyu came from Nairragie Enkare, a settlement near Narok town, and spread to other areas of the county in 1950s and 1960s. Initially, during the colonial period, administration officials at Narok used Nairragie Enkare, which is a few kilometres from Enoosupukia, as a “holding point” (a “protected” settlement scheme) for Kikuyu migrants who moved into the southern reserve. The main

purpose of the settlement scheme was to contain Kikuyu farmers in one particular area in a bid to limit the spread of cultivation in other parts of the reserve<sup>90</sup>.

Later on, after independence, the Kikuyu began to spread outwards from Nairragie Enkare, sometime through intermarriage, into the areas dominated by Maa-speaking groups.

Kikuyu women shared interesting stories about how they had met their Maasai husbands (Table 5).

Table 5. Biographical notes of Kikuyu women marrying Maasai husbands.

<b>Kikuyu woman married to Maasai man</b>	<b>Age</b>	<b>Origin</b>	<b>How the couple met</b>
Informant 1	55	Murang'a	My parents moved from Muranga to Enoosupukia in the 1960s in search of a place to cultivate. They became friends with my husband's parents (Maasai) and lived as neighbours. To cement their friendship I was given for marriage to this Maasai family in 1978. Since then we have lived as friends and in-laws. I am the only wife in this household and I have 9 children.
Informant 2	50	Naivasha (Maiella).	I visited my uncle who was farming in Olosho Iole Kaloi village. During the visit I made friends with some Maasai youth. I eventually got married there in 1976. I am the only wife in the household and I have 14 children.
Informant 3	48	Kitale	My parents bought land in Olosho Iole Kaloi village. I grew up in this village and eventually got married in 1984. I am the first wife of my husband, with 9 children. My husband's second wife is Maasai and we live in peace.
Informant 4	47	Naivasha (Ngondi)	I met my husband in Ng'ondi as he was moving cattle during the dry season. We became friends and eventually got married in 1985. I am the only wife and I have 5 children.
Informant 5	40	Kitale	My father is the former head teacher of Olosho primary school. He bought land in this village and moved his family there. I grew up in the new village and got married in 1993. I am the first wife, with 8 children. My husband's second wife is Maasai.
Informant 6	65	Nyeri	I was born in Nyeri. My mother maintained friendship with a Kikuyu woman who was a neighbour in Nyeri before she was married among the Maasai. When I came of age for marriage the woman asked my mother to have me marry her son. I was married to the son in 1978. I am the only wife, with 7 children.
Informant 7	38	Muranga	My parents migrated from Muranga to Enoosupukia in search of farmland in the 1970s. At Enoosupukia, our family became friends with the family of Tima Kaloi (Maasai). In 1993, we were evicted from Enoosupukia. We rented a house in Maiella and lived there. However, friendship between the two families

<sup>90</sup> Rhodes House, Oxford/ Handing Over Report/Mr. A.D. Galton-Fenzi to Mr. R.A. Jeary/Narok District/1st March 1957, 3.

			continued and was strengthened when my father gave me over to the son of Tima for marriage in 2001. I have 5 children.
Informant 8	25	Naivasha (Ndabibi)	My parents moved from Ndabibi in Naivasha to Enoosupukia to farm. We were evicted from Enoosupukia during the 1993 violence and went back home to Ndabibi. I met my husband (Maasai) in Ndabibi when he was grazing. We got married in 2010 and have 2 children.

(Source: field data, 2014)

## Disparities in intermarriage

While a large number of Kikuyu women are married to Maasai men, Kikuyu men show reluctance in marrying Maasai women. There are a number of reasons for this imbalance.

**Bridewealth:** Kikuyu men suggested that the bridewealth required for a Maasai woman is high. For instance, to marry a Maasai woman who has managed to complete secondary education, one may be required to cover her education costs. In a separate study among the Gusii of Kenya, Hakansson (1990) shows a similar link between education, marriage, and bridewealth. In the context of my study, a focus group discussion at OI tepesi le Parsimei village estimated bridewealth for an educated Maasai woman to be about KES 400,000 (€4,000).

Additional bride wealth often includes four head of cattle (two mature cows with calves), several dozen to hundred small stock, *shukas* (Maasai cloth), and blankets for the bride's father and his brother(s), and sugar and honey (about 4kg of each). In addition, a ram or bull is required for slaughtering at the wedding ceremony. However, it is still uncommon to find many Maasai girls who have completed secondary education in the study area.

Bridewealth for young Maasai women who have not attained high school education is also high. For instance, Mrs. Molo, a Kikuyu woman married to a Maasai of Nkampani village, told us that she had already paid five head of cattle to the family of a Maasai girl who was barely 15 and was still attending primary school. For Mrs. Molo, early payment of bridewealth eases the burden in the future, at the time of the marriage. The Molos will already have settled much of the bride wealth before the actual marriage takes place.

In contrast to approximations of bride wealth for Maasai women, Kikuyu often only require a cow and its calf, about 100 sheep, a blanket, and some cooking utensils as

bridewealth. Generally, the cost of these items is summed up and the bridewealth is then paid in the form of money. There is a tendency during these bridewealth negotiations to set lower prices for livestock than their actual market value. For instance, those who wish to give cash instead of livestock could be asked to pay KES 2,000 (€20) for a sheep as opposed to the actual market cost of about KES 5,000 (€50). This is because the age and size of the livestock to be presented as bridewealth are rarely considered, except in the case of animals that will be slaughtered for a marriage-related feast.

In the sampled households, some Maasai paid between KES 30,000 (€300) and KES 60,000 (€600) as total bridewealth to their Kikuyu in-laws. Land has commonly been used as payment for bridewealth to some Kikuyu in-laws. This reiterates the notion that marriages could also be seen as strategies to appropriate resources. In both instances, payment of bridewealth is spread over a long period, customarily to foster dialogue between in-laws. The two families exchanging spouses, and their networks of kin and friends, “should” ultimately form an entity.

Indeed the majority of Maasai men interviewed were still indebted to their Kikuyu in-laws; some were planning to start paying bridewealth at the time of circumcision of the sons borne by the Kikuyu women. In most instances, they will pay almost the same amount irrespective of whether the women attended high school or primary school or not.

**Education:** Among Maasai, education is largely a recent phenomenon and is still subject to immense cultural pressure. Kikuyu men usually do not want to bring home uneducated Maasai women. In contrast, educated and independent Maasai women rarely avail themselves for marriage to Kikuyu farmers who may be of lower academic qualification. Moreover, as Hakansson (1994) notes, “women’s opportunities and independence have increased, making them capable of making independent social and economic arrangements, which are especially shaped by political-economic factors as well as culture-specific gender and kinship identities”. Hakansson (1990) who studied marriages among the Gusii community, notes that women who possess higher education qualifications rarely marry illiterate men. Women in the studied area share similar incentives. However, the majority of illiterate Maasai men want to marry Kikuyu or Maasai women who have attended school at least to a level sufficient to meet the educational needs of the schoolgoing children.

Independent Kikuyu women who have attained higher education, on the other hand, consider some Maasai ideals like Female Genital Mutilation (FGM) and polygyny to be archaic and do not avail themselves for marriage.

***Female Genital Mutilation:*** Generally, Kikuyu men have a negative attitude towards marrying circumcised women. FGM remains persistent in the study area among Maasai, and only a few girls manage to escape the cut. In-depth interviews conducted by Sarah Nyanjui (a Kikuyu research assistant who hails from Maiella) show that a good number of Kikuyu women married by Maasai men submitted themselves for circumcision to fit in the Maasai ideal, irrespective of their age at marriage. Some who underwent the cut already had children before marriage. They also recommend the practice for their daughters.

Uncircumcised women in the Maasai society are considered immature and impure; midwives may not attend to them during childbirth unless a ritual ceremony is conducted to cleanse them. However, one must point out that not every Kikuyu woman who is married in the Maasai society undergoes the cut. In fact, very few Kikuyu women were willing to reveal such information about themselves and their friends. Nevertheless, the Maasai who abide by tradition laud Kikuyu women who practice FGM, because this demonstrates their willingness to adopt Maasai culture and traditions.

***Divorce, children:*** Formal marriage dissolution is very rare among the Maasai, but short-term marriage dissolution is common and usually involves the wife leaving the marital home and returning to her natal home (Coast, 2001: 89). Often, women cite lack of material support from their husbands, beating, and drunkenness among their reasons for leaving (also Coast, 2001).

Marital disputes in the Maasai context are solved through negotiations between in-laws, often with efforts from the groom's family. Such security in marriage forms an important pull factor for Kikuyu women, which is cemented by childbirth. Especially when a Kikuyu woman married to a Maasai gives birth to a son, or sons, she culturally acquires respect, and her rights to land and family property (e.g. livestock) become more secure due to the value attached to children (especially sons) in Maasai culture.

The opposite is true in the contemporary Kikuyu lifestyle, where “rampant” elopements, separations, and divorce are commonplace; the sex of a child often does not matter as compared to Maasai culture. Table 25 (appendices) shows examples of how marital disputes between Kikuyu couples easily end in separation or divorce. In the Maasai context, community members may utilise various cultural laws to protect the union between a Maasai couple or a Maasai/Kikuyu couple who fall out in marriage. For instance, elders may threaten a husband or a wife with a curse if that person did not honour their marriage (see Case 5 Chapter 9).

### **From cross-cutting ties to conflicting loyalties**

Irrespective of these disparities, intermarriage unites in-laws and their larger social networks of both Kikuyu and Maasai kin and friends. In-law bonds facilitate peaceful relations between the families tied in kinship, but may also influence their friends and neighbours in a similar direction. Through in-law relations, the wider network of friends gains opportunities to negotiate for access rights to land. In-laws and their close core of friends receive land as gifts and/or through purchase.

Intermarriage therefore plays a crucial role in the context of access to land and settlement. Kikuyu as wife-givers and Maasai as landlords who lease land to Kikuyu clients demonstrate a reciprocal social relationship where each party is indebted to the other – usually in the form of an exchange of daughters for land.

Possible disputes over land thus become a family matter rather than a cause of disagreement between ethnic groups. This makes disputes easier to manage and averts instances of large-scale rivalry. As noted by Flap (1997: 209), persons that find themselves in situations of conflicting loyalties frequently and for long periods will gradually develop strong self-discipline and tolerance.

Apart from access rights to land, intermarriage strengthens personal security, involves a wide range of socially meaningful material flows, and grows economically meaningful ties, as explained from a Kikuyu point of view:

The Maasai have a lot of respect for their in-laws. Since the time my three daughters got married to Maasai husbands, I feel respected. I occasionally receive presents sent by my in-laws, especially in the form of foodstuffs brought by *boda boda* [motorcycles]. The Maasai have become loyal customers in my bar here in Maiella and in my lodges too. To cement these relations, I occasionally throw a party in their honour where I call all my Maasai friends for goat eating and celebrations... they go home drunk, calling my name and celebrating

me. The 1993 “clashes” can be thought of as ordinary conflicts in any family setting. However, if violence did occur while I was in the homestead of any of my in-laws or my Maasai friends, I would be offered protection, and if I had to leave for safety’s sake they would hire a *boda boda* to take me home. However, I have not encountered such cases.

(Shushu, Maiella Centre, 21.8.2013)

According to Shushu, security and cordial relations, which involve a wide range of material transfers and which feed into local business networks, are enhanced through intermarriages. Kikuyu and Maasai in-laws and their larger networks of families and friends feel safe in the presence of one another and often celebrate the gains achieved. The exchanges shown in the excerpt may be compared to those among the Trobriand Islanders (Mauss, 1925). They become foundations for social constraint, reciprocal exchange, or unreciprocated sharing<sup>91</sup>, which are important in enhancing social solidarity.

The stability of Maasai marriages was especially notable since no divorce or separation was reported, especially at the time of the violence (in 1993). Instead, some Kikuyu families took refuge with their Maasai in-laws and friends, while the majority of Kikuyu left their properties under the care of Maasai families. In Ol tepesi le Parsimei village, for instance, the Nadokila family offered refuge to a Kikuyu brother-in-law after the Enoosupukia evictions. He settled on a piece of land that was paid as bridewealth for his sister.

Elsewhere, in Olosho Iole Kaloi village, many Kikuyu tenants left their belongings and crop farms under the care of their Maasai relatives or friends. Some Kikuyu women who had married into Maasai villages moved outside the conflict areas temporarily with the assistance of their husbands.

However, since women and children are not to be harmed during violence irrespective of their ethnicity, as dictated in Maasai custom since at least the 1800s, some Kikuyu women did not flee the violence. Others fled only when it became clear that some perpetrators of the violence were in fact non-Maasai who were targeting Maasai households thought to be Kikuyu-friendly (also Klopp, 2001: 163–170).

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<sup>91</sup> Thomas Widlok (2013:17) differentiates “sharing” from “reciprocity. He quotes James Woodburn (1998) who noted that sharing is characterized precisely by contexts in which transfer is not [necessarily] based on specific kin obligations and in which it is not creating specific long-term commitments.

Later on, however, some Kikuyu tenants complained that some Maasai hosts had taken advantage of their absence and grabbed their land and food crops. Some also reported that their properties and household items were either damaged or stolen. The Maasai concerned instead shifted blame to the perpetrators of the violence. Such grievances still find their way to the courts today, despite attempts to find solutions at the local level.

In Enoosupukia, Kikuyu women are lauded for introducing cultivation into Maasai households, thereby providing alternative food sources for often large Maasai households. Adoption of Kikuyu farming techniques (for Irish potatoes, carrots etc.) by Maasai has lowered their risk of poverty. The presence of staple food also means that Maasai do not have to sell livestock in large numbers in order to provide money to buy food or for school fees. In this way, farming is increasingly attributed to the stabilisation of household herds, as emphasised by Allen:

Today, many Maasai households with Kikuyu wives are easily detectable due to the presence of food crops such as bananas, Irish potatoes, maize, and beans. The gardens are also well tended. These families never care for blood, milk, or meat as food, and they do not frequently sell livestock to buy food as they did before. Cultivation has given Maasai hope in livestock production.

(Allen at Maiella Centre, 19.8.2013)

Kikuyu women have gained respect in Maasailand for “bringing development” – small businesses and off-farm activities, the safeguarding and expansion of herds and farmland, and education. Trading centres in Maasai villages feature small hotels and shops, which have transformed rural villages into micro-trading centres. Trust between Maasai shop owners and Kikuyu suppliers has necessitated the exchange of goods through credit.

In Nkampani village, for instance, a Kikuyu woman who married into the area started the only kiosk that offers mobile phone charging services, owing to the lack of electricity in the area (only until recently). Further, Kikuyu traders provide a ready market for Maasai herds both locally and regionally, while also marginally inculcating the practice of keeping exotic livestock breeds among the Maasai.

For most Maasai, however, modern breeds are still expensive to maintain, especially given the rapidly changing landscape. Kikuyu women are also regarded as socially competent in that they involve themselves in community development activities such

as women's groups and faith-based organisations. As a result, some have been elected by villagers to join local peace committees and *Nyumba Kumi* committees (see chapter 8).

Some become agents of change. For instance, Veronica, a Kikuyu woman married in Mpeuti village, dedicates much of her time to tackling topics relating to reproductive health with her Maasai friends. Veronica encourages Maasai women to abandon the tradition of relying on midwives. Instead, she informs them about the value of antenatal clinics as the best way to avert many potential dangers during pregnancy and childbirth. These are among many ways through which Kikuyu women try to fit in the Maasai society – establishing belonging by offering themselves in useful ways for the service of others.

As discussed, intermarriage not only provides for non-obligatory material transfers and exchanges but also creates social and economic environments, which provide land-renting opportunities for land-seeking clients and in-laws. I argue here that intermarriages as described create enabling spaces for coexistence, interdependence, and conflict management, especially where disputes over land are handled with due respect for inherent ties.

Moreover, rather than encouraging the emotional attachment to a particular ethnic identity, intermarriage allows for “divided” or “mixed” identities, builds inter-group allegiances or conflicting loyalties, and necessitates cultural diffusion, which links communities together through internalized norms, values (e.g. circumcision), and institutions. As discussed, ties that are linked to marriage transcend the immediate reasons for which they are intended and open up windows of opportunity in social exchange and economic transactions.

Indeed, intermarriage rather neutralises notions of “we” versus “them”, which, if triggered politically or otherwise, may lead to violent conflict. The sharing of norms, values, and institutions prompts people to engage in dialogue and to appreciate cultural diversities.

More importantly, the discussion shows that the 1993 violence did little to erode the marriage-related cross-cutting ties between Maasai and Kikuyu. Rather than causing divorce, separation, or disunity, the violence may have served to strengthen the institution of marriage, whose effect can be seen in the rising cases of intermarriage after the violence. The use of marriage strategically to appropriate resources is not

new in the studied groups, as already noted. However, it is necessary to explore the institution of marriage and related developments under conditions of rapid social-economic changes, where such alliances may not necessarily escalate violence, as observed by Schlee (1997). Rivalry in a polygynous setup involving Maasai and Kikuyu wives is possible, as discussed below.

### **Rivalry in polygyny, control of land, and challenging patriarchy**

In *The World of Telelia* (Spear and Waller, 1993: 157-172), Telelia Chieni and Paul Spencer narrate the worldview of a Maasai woman of Matapato in a polygynous setting. Telelia describes powerlessness among women against the patriarchy of male authority in the Maasai society. She also reveals some form of symbolic power associated with Maasai women in the society – the means through which sons are born, raised, and acquire wealth (livestock). Women also feed their husbands just like they feed their small children.

Whereas patriarchy still defines authority and decision-making with regard to inheritance and family matters in the basic social unit of the Maasai community, fieldwork revealed a rather striking change where polygyny involves Maasai and Kikuyu co-wives. As observed during fieldwork, Kikuyu women who are married to Maasai men increasingly make decisions relating to the use of land, especially regarding the crops to be grown and, sometimes, the sale of surplus produce. In fact, some of these Kikuyu women make commercial agriculture their main economic activity; some keep chicken for sale. When asked, a good number said that their intention was to become financially independent so that they could limit dependency on their husbands and thus reduce the power and authority that male breadwinners exert over poor wives.

Strategies to control land in a Kikuyu/Maasai polygynous setup was also noted. The Kikuyu wife will most likely select a portion of her husband's land for cultivation and consciously protect it as her own property even if it means preventing her Maasai co-wife from utilising the farm. Jane, a Kikuyu woman married to a Maasai man of Nkampani village, explained:

I personally “opened” this farm when I got married. Before then, the land was bare except for grass and scrubs. I prepared the land and began to grow crops for my family. I also sell some produce. Recently, my husband married a Maasai woman as a second wife, without my consent. I am still unhappy about

the marriage but I must continue to care for my children. If she wants to farm, she must “open” her own land elsewhere and fend for her children.

(Jane, Nkampani village, February 2014)

This is a form of competition (or jealousy), which places the husband in the middle. It is also a strategy for establishing a foothold in terms of family resources. Such competition has the potential to generate massive divisions in a polygynous setting, especially where the husband has made a decision to marry a second wife without consulting his first wife. To minimise marital conflicts in a polygynous setting, husbands who own land in different locations opt to relocate one of their wives to a different piece of land. Each wife then enjoys the opportunity to control the land allocated to her by her husband. The majority of men without much land may decide to build their wives houses that are further away from one another within the same compound.

Possible marital disputes and property rights contestations between co-wives in a Maasai/Kikuyu context are minimised when a husband and the first wife share the decision to bring home a second wife. In most cases, the first wife will suggest a possible second wife to her husband, after the former has vetted her. Some will propose to have their friend as a co-wife in a bid to limit future divisions in the family. Moreover, the first wife (irrespective of her ethnic background) may decide to find her husband a second wife in order to enhance her symbolic position as the mother of a large family including the children born of her co-wife.

It is important to emphasise, however, that decisions regarding marriage differ between individuals and families; most men still insist on controlling such decisions. However, based on observation, the majority of marriages between Kikuyu women and Maasai men are monogamous. In fact, most Kikuyu women do not subscribe to the decision to have their Maasai husbands bring home a co-wife. A good number of Maasai men are actually happy to have smaller “nuclear” families, particularly due to difficult economic conditions where schooling and other needs are important. Nevertheless, some Maasai men impregnate their mistresses in order to use this as an excuse to marry them.

Above all, the majority of Kikuyu women married by Maasai men told us that they do not subscribe to polyandry – the long-standing custom in Maasai culture where a woman ideally marries the age group of his husband. “Wife-sharing” in Maasai culture means that a husband must give up his bed (wife) to a visiting age-mate. The

woman is obliged customarily to entertain the visitor, sometimes sexually; otherwise, the visitor may curse her fertility or that of the livestock.

However, the cultural significance of polyandry and wife-sharing is largely constrained by the rising cases of HIV/AIDS. Consequently, the Maasai and Kikuyu we spoke to prohibit sexual relations outside the family setting. However, cases of extramarital affairs persist. To limit polyandry, some women revealed to my female research assistant that they claim that they are sick, are having their menstrual period, or are pregnant to deter a visitor (age-mate of the husband) from demanding sexual favours. The Maasai youth we spoke to said that polyandry was on the decrease in their society.

The following chapter deals with land transactions; how formerly contested land resources become shared. It will also briefly highlight the position and value of intermarriage in the access and control of land.

## CHAPTER 5: Land transactions: from contested to shared landscapes

Commercial cultivation in former communally owned pastoral rangelands in East Africa has rapidly increased in the last few decades, sometimes raising the question of the sustainability of traditional pastoralism. Nowadays, these frontiers are important food sources for local, national, and regional markets that are experiencing rising growth in populations. In particular, mobility and fragmentation of pastoral lands and subsequent agricultural intensification rapidly increased in Kenya and Tanzania in the last few decades of the twentieth century, often negatively affecting neighbouring wildlife conservation areas (e.g. Lesorogol, 2008; Börjeson, Hodgson, and Yanda, 2008; Leslie and McCabe, 2013 and Okello, 2005). In the studied area, cultivation, through leasehold arrangements, has extensively changed the Narok landscape during the past three decades.

This chapter explores land rentals (leaseholds) as key drivers of the ongoing conversion of formerly communally owned pastoral landscapes into intensively cultivated landscapes. Apart from describing how actors negotiate and organise leaseholds, the chapter discusses the value of leasehold arrangements and related cross-cutting ties for peaceful coexistence between Maa-speaking landowners and Kikuyu clients in the south of the Kenya's Rift Valley<sup>92</sup>.

How does competition over land turn to cooperation facilitating new arrangements of property rights and changing land use in multi-ethnic settings? How does land become a social and an economic resource, and what is the implication of leaseholds in peacebuilding? What forms of disputes and conflicts arise in the context of shared land resources as actors strive to maximise both cultivation and pastoralism, and how are these attended to on the local level?

In the attempt to address these questions, the chapter shows how scarce resources offer the promise of social integration and cohesion in shared social-ecological spaces. Discussion thus goes beyond the popular depiction of land as a highly contentious and socially divisive form of capital to investigate its unifying effect and its contribution to social capital.

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<sup>92</sup> The discussion builds on a recently published article (Kioko and Bollig, 2015).

The chapter opens with a brief overview on land rentals across ethnic boundaries. Thereafter, I will show how actors advertise land and how they negotiate prices and lease periods. I will then focus on trust-building between landowners and land-seeking clients and describe the cross-cutting ties that emerge out of shared landscapes. Data for this chapter was particularly gathered through participant observation, where the researcher rented farmland from a Dorobo owner during fieldwork (see methods “cultivating researcher”).

### **Land rentals in the Maasai/Kikuyu context**

Almost every Kikuyu family in Enoosupukia and Maiella is engaged in farming, either on rented land or on their own land. Maa-speaking families too are increasingly engaging themselves in cultivation, but to a lesser extent than the Kikuyu. Land-renting is both a social and an economic activity in the researched area. On the one hand, landowners gain income, which is often reinvested in restocking herds, expanding farming activities, and paying school fees, while land-seeking clients are provided with the opportunity to invest in farming.

On the other hand, land rentals are accompanied by a multitude of interactions, negotiations, and friendships, and they also build trust between those involved, and thus reinforce the economic value of the land. In the end, user rights are transferred to land-seeking clients while landowners retain rights of disposal.

Due to the fertile soils and favourable rainfall patterns, Enoosupukia has attracted hundreds of land-seeking clients from diverse regions of Kenya and beyond since at least the start of the 20th century. This is in fact only a small number compared to the rest of Narok county. In the case under consideration, a good number of tenants already stay on their rented plots after seeking approval from landowners. This reminds us of how Kikuyu *ahoi* (tenants) negotiated for settlement rights on lands owned by others (see pages 75-78). In most instances, Maasai, Kikuyu, and *nusu nusu* landowners ask their tenants to build semi-permanent huts (*dakis*) on the rented plots and to settle there, or use the *dakis* as stores for their harvests.

Not every land-seeking client can easily win the trust of a landowner to facilitate the construction of a *daki*. New clients in particular must demonstrate allegiance to their landlords over a period of time, while limiting any activities or behaviours that could arouse suspicion. For instance, clients must ensure that they do not openly show

peculiar attachment to the rented land in a way that could be interpreted as intent to claim ownership. Clients could do so by putting up structures like houses or food stores without the consent of the owner. They must demonstrate satisfaction with the temporary access and user rights that the landowners accord them. A client cannot interpret continued cultivation on the same plot of land after successful extension of lease periods as the right to claim ownership of the land.

Landowners dedicate a lot of time to monitoring the behaviour and activities of their clients, and may allow the trusted ones to build *dakis*. Indeed, the landowners we spoke to who allow tenants to construct *dakis* have a story to tell about each tenant. Often a landowner will begin by sharing a vivid story of how well he knows the tenant and, sometimes, their family, and for how long the two have had such a patron-client relationship – suggesting some amount of trust between them. Trust-building between tenants and landowners is discussed below in detail.

Those who do not build *dakis* can rent rooms at Mpeuti trading centre or the nearby Olanka trading centre to store their produce or farm inputs. Agricultural intensification in Enoosupukia has led Dorobo and other Maa-speaking individuals to construct rental houses often made of wood and corrugated iron in a bid to tap into the available market. Consequently, trading centres like Mpeuti and Olanka, which has replaced the damaged Enoosupukia trading centre over time, are expanding fast. In Olanka trading centre, clients working on rented farms have access to shops, rental houses, hotels, and clubs, some already installed with satellite televisions where customers can catch the latest news, the popular National Geographic channels, and live European football matches after work. Indeed, a local economy that collapsed during the 1993 violence has progressively recovered; landscapes have become busy spaces for commerce and social interaction.

The majority of tenants we spoke to hailed from the Central Province of Kenya. Kikuyu are the dominant group, as shown in the case study below. Some tenants have employed labourers, who eventually use their savings and/or connections to acquire land and become tenants themselves. Such networks emerge from their continued presence in the Maasai environments, but tenants also make the effort to please their landlords through a combination of strategies, discussed below.



Photograph 7. A *daki* built by a Kikuyu client on a rented plot of land owned by a Maasai of Mpeuti village, Enoosupukia. The *daki* serves as temporary house and a store for produce and farm equipment (source: field data, 2014).



Photograph 8. A wooden hut rented by a Kikuyu farmer from a Dorobo landowner. This particular hut is used as a store for seed potatoes and farm equipment (source: field data, 2014).

Through land rentals, the intention of the Maasai is to populate their landholdings with crops, farmers, and *dakis*. That way their land is not left idle to possibly attract land-grabbers. Furthermore, the leasing of large parcels of land to outsiders is intended to deter the government from expanding the “protected” Enoosupukia forest area.

In 2004 and 2005, government officials evicted residents of Mpeuti, the majority of them members of the Dorobo community, in a spirited effort to expand the forest area. The government through officials in Narok and in collaboration with local politicians resettled the displaced in the nearby Sintakara/Olanka village. Such

developments prompted Maa-speaking landowners to lease large areas of land to prevent the government from initiating future evictions.

In a recent study, Leslie and McCabe (2013: 119) noted similar cases in the north-east of Tanzania, where villagers have leased large areas to outsiders for commercial cultivation to reduce the risk of losing their land through efforts by the government of Tanzania to expand Simanjiro Park. Elsewhere in northern Kenya, Bollig (2014) found that villagers use community-based conservation schemes as a way to exclude outsiders from resource use and also to prevent the state from land grabbing.

### **Advertising land, negotiating prices and lease periods**

Maasai landowners send word via Kikuyu farmers in the area that they are willing to sublet more land; land is never officially advertised. A land-seeking person can also directly approach a landowning person if the land-seeker has already secured himself plots in the community. New land-seekers are often introduced to landowners by relatives or friends who have already gained the trust of the landowners. Land rentals thus enrich social capital by nurturing new relations that possibly bridge perceived ethnic identities.

The cost of renting a piece of land depends on the dryness or wetness of the region, on how its potential for cultivation is evaluated, and on the prior relations between a landowner and individual tenants. In the wet regions of Enoosupukia, to rent about an acre of land may cost up to KES 8,000 (€80) per annum. Drier areas in Maiella and its environs (like Moi Ndabi) have prices between KES 1,000-3,000 (€10–€30) for an acre for a year's lease, while for drier parts of Enoosupukia (Olosho Iole Kaloi and Ol tepesi le Parsime) to rent an acre costs between KES 3,000 and 4,000 (€30 and €40) per year of lease.

In-laws and close friends are often exempted from paying for plots allocated to them. This demonstrates the conflicting loyalties involved in land rentals. The size and number of plots of land as well as lease periods vary, and are negotiable depending on prior working relations with the landowners.

Lease agreements are mostly informal and often do not involve written documents. However, landowners who lease land to many tenants have developed ways of monitoring lease periods and payments. Ole Sere, for instance, who has leased land

to over thirty tenants on his farm (mostly Kikuyu women and young men) in Mpeuti village, keeps a book of records with tenants' names, the size and number of plots of land allocated to them, and payments. Lease periods often run for two years, with the possibility of extension.

Figure 8 shows the pricing of rental land among 60 land-renting farmers in Maiella and Enosupukia, where the majority of tenants paid KES 3,000 or 4,000 (€30 or €40) for a year of lease.

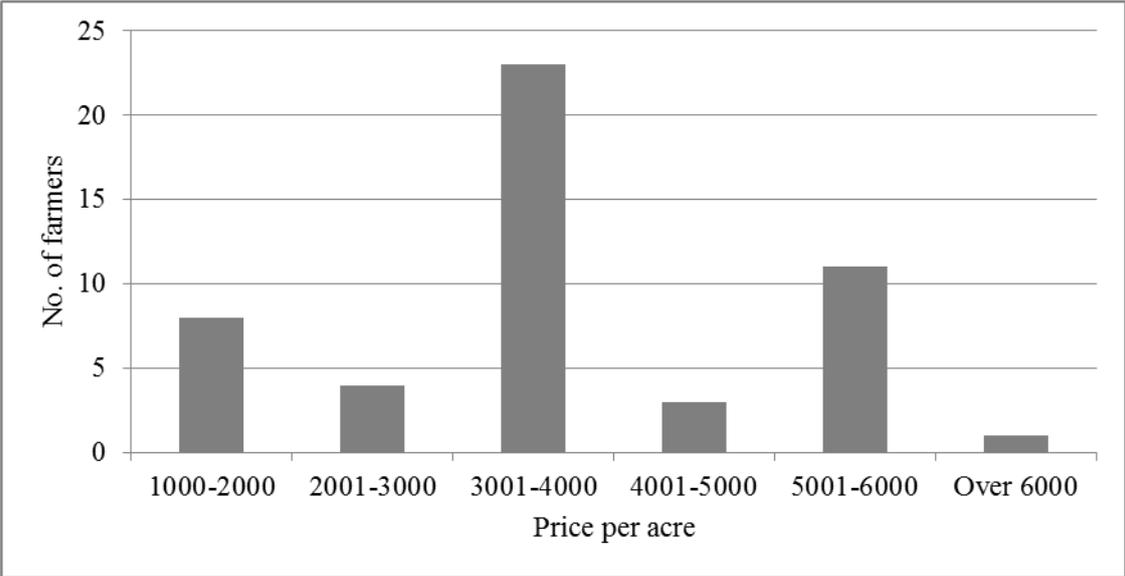


Figure 11. Pricing of rental land per acre per annum (source, field data, 2014).

Formal payment regulations for leaseholds are non-existent. Payment is often made at the beginning of the lease period, or at specific times agreed upon by both parties involved within the lease period. However, it has become commonplace for some tenants to consciously spread their payment across the first year of lease. For these tenants a debt opens space for dialogue and negotiations with landowners. Upon settlement, a tenant gains more trust, as he is known to be one who keeps his word, and thus increases his chances for extension of lease periods beyond the agreed time and may negotiate for more land.

Tenants ensure that they pay rental debts in good time to avoid conflict with landowners (see case study below for further discussion on rental debts). In cases where tenants delay payments without prior arrangement with their landlords, the latter often transfer such plots to other tenants. Having outstanding debts on rented land minimises the chances of renting more land in the future for affected tenants.

New tenants are required to pay for rented land as soon as the lease period starts. Once trust is built, they too can negotiate with landowners.

Trusted tenants easily access rental land on credit, with the expectation of settling their debts upon harvesting and selling their produce. In the case of poor harvests or the loss of crops to frost or to insufficient rains, individual tenants often negotiate with their patrons to extend their payment to the next season. Indeed, payment for leaseholds is largely flexible and comes with a wide range of social interactions, friendship, and sharing, often with the obligation to reciprocate, as described below. Interestingly, such interactions have enabled Kikuyu tenants to learn Maa, which eventually may replace Swahili as the language of interaction and commerce. Maa-speaking landowners are pleased with tenants who make the effort to learn Maa. Landowners also learn Gikuyu from their tenants. Learning another's language improves rapport and eases possible tensions in negotiations and communication, and particularly in dispute resolution. Both tenants and landowners have the tendency to refer to words that connote friendship in the Maa or Gikuyu languages in everyday communication.

### **Trust-building and cross-cutting ties in land rentals**

Trust-building is essential in transactions and relations surrounding land rentals. Tenants told me that making a simple phone call to landowners and greeting them before or after farm work is considered very commendable as it helps to build rapport. In a way it also allows landowners some kind of “cordial control” of the work efforts of their clients. For Maasai landowners, in-depth knowledge of their tenants (origin, marital status, children, and employment) enables them to understand each tenant individually.

For instance, Ole Sere (in the case study below) has provided some land free of charge to a few poor tenants (mostly Kikuyu women). “Once they make some money and get food, they can then start to pay”, he said. Other strategies for maintaining trust and friendship involve presenting gifts to landowners (such as shoes, foodstuffs, blankets, mobile phone airtime etc.), inviting them for social events and ceremonies (e.g. circumcision parties, marriages, and church meetings), adhering to the agreed payment models and honouring debts, and, often, chatting with them. Some tenants help landowners with menial tasks in their farms or at their homesteads.

Some tenants also reward landowners with money following bountiful harvests, while others lend money to landowners when the need arises, and they can also borrow money from the landowners. Instead of returning any money they may have borrowed from their tenants, landowners often extend their lease periods. Tenants also give or sell crop residue to landowners for their herds to eat. Crop residue in an acre of land is rented out on a short-term basis at about KES 3,000 (€30) to any interested herder, some coming to Enoosupukia from as far as Nyandarua and Gilgil with their herds, especially during the dry seasons. Such symbiotic relations have increasingly become the foundations of cohesion and sharing of resources. However, some landowners may easily abuse the power of ownership rights to land and demand that their tenants provide them with crop residue free of charge for their cattle.

Except in selected cases, landowners do not place restrictions on the crops tenants may grow, although fast-maturing crops like Irish potatoes, onions, cabbages, and kale are preferred since they guarantee returns in a short period. However, planting long-maturing fruit trees is adopted as a strategy by tenants to control their lease periods, and may easily arouse suspicion from landowners. As noted earlier, the strategy is often interpreted as intent to possibly claim ownership of the land or to limit the chances of transfer of the plot of land to a new tenant. However, whenever the dry seasons approach, some Maasai landowners may ask Kikuyu tenants to grow maize so that they can utilise the residue for their livestock. Herders adopt this strategy as a way of minimising the vulnerability of their herds to drought.

On their part, Kikuyu tenants minimise risks by renting pieces of land across several Maasai villages. They also do so with the intention of maximising on the crops most suited to specific villages. Widely distributed farm plots serve as insurance against losses due to frost or poor rains in specific areas.

A striking observation in the field was the importance that landowners attach to the welfare of tenants, their rented farms, and produce. Landowners become the “eyes” of tenants who do not spend much time on their rented land. They monitor any cases of crop damage by livestock and possible theft of produce, and help affected tenants to pursue such cases in order to gain compensation from the offenders. They also monitor the growth of crops and may advise those tenants who live away from their farms (like those hailing from Nairobi) to arrange for weeding or the spraying of their crops with pesticides.

The relationship described here is best analysed from the perspective of the principal-agent theory (further discussion of theory, see Eisenhardt, 1989; Miller and Watford, 2002). In the context of the described leasehold arrangements, the principal (landowner) and the agent (client) though having partly differing goals, form relationships that help to reduce/avert risks for the benefit of their contracts. Some of the incentives that landowners pursue include the possibility of getting crop residue for their livestock from tenants after harvests, and the fact that the mere presence of tenants on a farm increases security of tenure for the landowners. Tenants must adhere to some operational rules to secure their possibility of prolonging their leases after the expiry of the first contracts.

The case study of Ole Sere's farm enriches the discussion of the principal-agent theory and of land rentals in general. It presents an actual scenario of leasehold arrangements by focusing on one piece of land in Mpeuti village, Enosupukia, where close to forty tenants farmed during the period of data collection.

### **Land renting: the case study of Ole Sere's farm**

Ole Sere is a *nusu nusu* (offspring of Maasai and Kikuyu) who lives in Mpeuti village, Enosupukia. He owns about forty acres of land, some of which he has subdivided to give to his sons. Ole Sere and his sons have leased most of their land to dozens of mainly Kikuyu land-seeking clients. Indeed, *manusu*, who embody conflicting loyalties to the kin and ethnic groups of their parents, play an important role in land rentals by facilitating migrant farmers with farmland or with reliable connections among their networks of Maasai landowners through which they can negotiate leaseholds.

In mid-2014, Ole Sere allowed me (and my assistants) to include his farm in our extended studies. I interviewed him on several occasions to find out how he manages his tenants, and about payments for leaseholds and possible credit relations in land rentals. The choice of his farm as the location of an extended study was based on the fact that Ole Sere had successfully managed the farming business while at the same time maximising pastoralism despite an extensively cultivated landscape.

My assistants and I then embarked on interviewing as many of Ole Sere's tenants as we could manage. We began with those who were frequently present on their rented

farm plots, and later searched for those who lived further from their plots, through the chain referral method (see Bernard, 2006). For the tenants who lived quite far from their farms and from Mpeuti village (in areas like Nairobi or Naivasha), we targeted their employees on the farms or their close allies with whom they cooperated in the farming business. We also relied on proxy data from the landowner where necessary. In total, we managed to interview 30 tenants aged between 20 and 40 years of age who had leased between half an acre and two acres of farmland. Kikuyu were the dominant ethnic group, as shown in Table 6.

Table 6. Ethnic composition of tenants at Ole Sere’s farm in Mpeuti village

<b>Ethnicity</b>	<b>No.</b>	<b>%</b>
Kikuyu	27	90.1
Kamba	2	6.67
Others	1	3.33
<b>Total</b>	<b>30</b>	<b>100</b>

(Source: field data, 2014)

Table 7 below shows the places of origin of Ole Sere’s tenants. When quantified with respect to the area of origin, the information from the table shows that the majority of tenants (43.3%) hailed from the former Central Province (Nyeri, Ndenderu, Murang’a, Nyandarua, Kinangop, Kiambu, and Limuru). Nakuru county comes second as a source of tenants, accounting for 36.3% of tenants (from areas of Gilgil, Naivasha town, Maiella, Molo, and Subukia). Narok county accounts for 10% of tenants (Enoosupukia and Kiragarien), while western Kenya (Eldoret), Northern Kenya (Isiolo), and Tanzania account for 3.3% each.

Table 7. Sending areas of tenants at Ole Sere's farm in Mpeuti village, Narok county

<b>Place of origin</b>	<b>No. of Tenants</b>
Eldoret	1
Enoosupukia	2
Gilgil	1
Isiolo	1
Kiambu	3
Kinangop	3
Kiragarien	1
Limuru	2
Maiella	6
Molo	1
Murang'a	2
Naivasha town	2
Ndenderu	1
Nyandarua	1
Nyeri	1
Subukia	1
Tanzania	1
<b>Total</b>	<b>30</b>

(Source: field data, 2014)

In terms of gender, male tenants dominate, with 66.7%, with women accounting for 33.3%. Out of the tenants interviewed, only 5 (16.7%) are single, while 25 (83.3%) are either married with children, or single parents. Of these land-seeking clients, 8 (26.7%) successfully negotiated with their landlord (Ole Sere) to construct *dakis* on their rented plots. The remaining 22 (73.3%) either live in Maiella trading centre or further from the study area.

Based on his records, Ole Sere does not know all his tenants by name. This is because his trusted tenants with whom he has long-standing relationships introduce

new tenants to him. Consequently, Ole Sere has classified new tenants under the names of trusted ones who introduce them. By doing so, he allocates supervisory duties to his trusted tenants who, apart from monitoring the activities of the new tenants on their rented plots, also ensure that they pay their leaseholds in good time and that they adhere to other, often unwritten, operational rules. Examples of such unwritten operational rules are discussed above.

Interviews revealed several ways through which tenants maintain good relationships with the landowner, particularly for the purposes of possible extension of lease periods. Table 8 shows that tenants prefer to pay for leaseholds promptly or to negotiate with their landlord for later payment in the instances where one is not able to pay in time. Greetings and chatting with the landowner (face to face) are also important ways through which tenants maintain good relations with their landlord.

Table 8. Maintaining good relations in leasehold arrangements

<b>Good relations</b>	<b>No.</b>	<b>%</b>
Presents	3	10
Greetings	8	26.67
Paying on time	15	50
Phone calls	4	13.33
<b>Total</b>	<b>30</b>	<b>100</b>

(Source: field data, 2014)

Credit relations in land rentals represent the product of successful negotiations over access and user rights to land. It also demonstrates trust between tenants and landlords. In the case under consideration, 20 clients (66.7%) accessed land on credit. One may argue that their continued cultivation on Ole Sere’s land is based on a “tested” commitment to repay their debts and/or to foster good relations by avoiding conflicts with one another and with their landowner.

Ole Sere described how he cared for the welfare of his tenants and their produce:

Most of my tenants are women and young men who have rented between one and two acres of land each. Walking from Maiella to farm in Enoosupukia on a daily basis is tiresome, considering the work they do. Therefore, I told them to build *dakis* and live here with their families, but some say that they are still afraid and cite the 1993 violence. Several have built *dakis* on their rented plots, though. Should anyone interfere with their normal activities it would

mean that he is trespassing into my territory, and I will take personal responsibility and take the intruder to court in the same way I would do to someone who steals my livestock. I have told my tenants to report such cases to me – only one case came to my attention, and was properly resolved. I also monitor their farms for possible damage by livestock. If a Maasai herd destroys their crops, I will personally take charge and help the tenants to get compensation. We have to respect each other.

For Maasai landowners, minding the welfare of tenants ensures a steady inflow of income. By the end of 2014, Ole Sere had collected close to KES 300,000 (€3,000) from his tenants for that year. He reinvested most of his money in livestock development through renting pastures away from the intensively cultivated area. He also used part of the returns to pay school fees for his son at the university.

Not all landowners are good. Over time, Kikuyu tenants who have cultivated in Enoosupukia for an extended period have gathered information on both good and bad landlords, and do not recommend the latter to land-seeking clients. For instance, the majority of tenants I spoke to knew “Christopher”, a Maasai landowner, who threatens tenants and warns them against pursuing cases when his livestock damage their crops. For this reason, many tenants have left his land for other landlords.

Recently (October 2014), a Dorobo landlord wanted to evict a Kikuyu tenant by accusing him of feeding his, the landlord’s, chicken with poison. While confronting the tenant, the landlord’s wife slapped the tenant in the face and began screaming that the tenant had tried in vain to rape her. The tenant immediately reported the matter to the chair of his local peace committee, in Mpeuti village. Upon further interrogation of witnesses and the disputants, the committee found the allegations baseless and warned the landlord against future cases.

The landlord apologised and the tenant resumed farming on his rented plot. The relationship between the two may return to normal, or the tenant may vacate the land when his lease period ends. Such cases of selfish landlords who want to shorten the lease periods of tenants do occur. In chapter 9, I will provide extended studies of how local peace committees and *Nyumba Kumi* institutions handle land and related disputes in the study area.

Despite inevitable challenges, land renting encourages salient social and economic relations, which are accompanied by material exchanges, engagements, and

respect. I argue that credit relations in land rentals particularly reveal the depth of trust between landowners, tenants, and the wider community. The fact that actors care about the welfare of others reinforces the social value of land rentals, while the social-economic spaces created encourages dialogue, trust, peaceful negotiations in cases of dispute, and cooperative use of land resources.

Land rentals play an important role in peacebuilding through the multiple allegiances and alliances that cross-cut ethnic divides. Such cross-cutting networks are important in maintaining social cohesion in societies (see also Lehmann, 2009 in a very different context), but may also increase herder-farmer disputes as shown in chapters 8 and 9.

I argue that negotiations over access to land and the ensuing transfer of user rights from Maa-speaking landowners to mainly Kikuyu tenants makes land a shared rather than a contested resource. Cooperative use of land, as discussed, becomes the basis of intercommunity exchanges and reciprocal obligations, trust and other socio-economic interactions.

The discussed principal-agent relationship between landlords and tenants relate to Jean Ensminger's case in the Kenya's coast where trust between cattle owners and employed herders reduces monitoring of the latter by the former. Cattle owners cement such relations by adopting "deserving" herders (Ensminger, 2001). Similarly, the majority of landowners in Enoosupukia do not necessarily have to monitor the activities of their tenants; they allocate these monitoring duties to their trusted tenants most of whom are responsible for introducing new land-seeking clients. From an anthropological perspective, the social value of principal-agent relations may often outweigh their economic value, particularly when assessed within a complex social environment in which they exist.

Chapter 6 and 7 focus on trade-related cross-cutting ties and how the pursuit of commodities overrides identities.

## CHAPTER 6: Livestock trade and cross-cutting ties

Chapters 4 and 5 dealt with intermarriage and cooperative use of land resources between Maasai and Kikuyu, respectively, as important infrastructures that make intercommunity violence rather impossible. Chapters 6 and 7 will tackle the important subject of intergroup trade, which is linked to growing markets for goods and services. The current chapter explores the social-economic networks and allegiances (or conflicting loyalties) that characterise livestock trade between the studied groups. To what extent does trade in livestock enhance social cohesion? How do economic interactions in livestock trade contribute to the sustainability of peace between communities?

Livestock trading and marketing (whether official or unofficial, see Little, 2013) is the mainstay of the pastoral economy in the horn of Africa and elsewhere (Bollig, Schnegg and Wotzka, 2013; Dahl and Hjort, 1976; McPeak and Little, 2006; Barret, 2001; Kerven, 1992). According to Kerven (1992), pastoral exchange and marketing has a long history, which stretches beyond the colonial period in most of Africa, during which many actors have influenced the changing patterns of their market integration. Studies have focused on livestock markets and risk management, some tackling the topics of livestock pricing, droughts, weak government policies, and conflicts among the leading risks. They have also proposed some policy options that could help to minimise such risks (Baiely et al, 1999; Barret et al, 2001; Pavanello, 2010; Dahl and Hjort, 1976).

The studies emphasise the economic significance of livestock marketing especially in the semi-arid areas of East Africa. The social effects that accompany livestock trade are of equal importance. Both social and economic values give livestock markets a definite shape. This chapter looks at how livestock trade becomes an impetus for intercommunity communication and integration, cultural diffusion and ethnic tolerance, and the transfer of ideas, among other aspects of social exchange. By doing so, one may argue that trade in livestock enhances peaceful coexistence between groups despite pertinent challenges, as is the case between Maasai and Kikuyu of the studied area.

More importantly, I show how a collapsed livestock economy at the time of the 1993 violence has progressively recovered in the last two decades to become a crucial

social-economic space and an important component of the survival of the two groups under study.

### **The social-economic matrix of livestock trade: actors and roles**

The Maasai and Kikuyu of Maiella and Enoosupukia access two important livestock markets. Every Wednesday, hundreds of traders and their livestock converge in Suswa town, some 75km from Narok town and about 100km from Naivasha (see Figure 4). Suswa livestock market is the largest in the area in terms of the number of livestock it attracts for trade as well as the number of participants, both Maasai and non-Maasai, some coming from as far as northern Tanzania.

The majority of cattle and small stock are loaded onto trucks, which ferry them to Nairobi and the nearby towns for slaughtering. Notwithstanding the Maasai dislike of parting with their stock, the colonial regime in Kenya imposed heavy taxes on native populations, which forced Maasai to release their sheep, goats, and cattle to the markets. According to a 1931-1932 annual report, stock markets grew exponentially in the Maasai, Luo, Kisii, Ngong, Nairobi, and Mombasa districts<sup>93</sup>. Notably, the post-colonial period has contributed principally in the growth of Suswa and other stock markets.

However, this chapter will not focus on the Suswa livestock market. Instead, I will explore interactions between Maasai and Kikuyu at a smaller rural livestock market and slaughterhouse. These are located at Maiella trading centre and serve a population of about 20,000 inhabitants of the studied area and its environs. The livestock market at Maiella trading centre occurs every Tuesday and Friday, although sheep, goats, and cattle are traded almost on a daily basis in the studied area. Choice of this particular market and the slaughterhouse was based on two factors: (1) Maiella livestock market experienced a collapse situation during the violence of 1993. A once flourishing livestock market, which brought together hundreds of herders and traders was abandoned for several months during and after the violence. There was no activity at the slaughterhouse either. (2) At least in the last two decades, the Maiella livestock market and the slaughterhouse have been in a progressive and promising state of recovery.

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<sup>93</sup> Rhodes House, Oxford/Micr. Afri./515/Maasai District Annual Report/1931-32/District Commissioner.

This form of resilience may be attributed to the transformation of attitudes towards violence, the willingness of community members to accommodate each other irrespective of ethnic identities, and the growth of markets for meat in nearby towns including Naivasha central and the agro-industrial hub with hundreds of thousands of workers. The commodification of livestock is therefore a leading impetus in the cooperation between herders and other livestock traders, and particularly between Maasai and Kikuyu.



Photograph 9. Livestock market at Suswa town, Narok county (source: field data, 2014).



Photograph 10. Kikuyu-owned slaughterhouse at Maiella trading centre, which serves both Maasai and Kikuyu populations (source: field data, 2015).

The success of livestock trade in the studied area is strongly linked to specific actors in the local food system. They include livestock suppliers, brokers, butchers, a slaughterman, a government veterinary officer, meat distributors, and consumers. These actors cut across ethnicity, creed, and geographical boundaries. Each actor represents a vital component for the overall functioning of the food system. Actors have unique roles, which bring them into close interaction with other members in the system. The description of the roles of these actors (below) shows several ways through which ties and alliances are developed and sustained.

***Livestock suppliers:*** These include Maasai herders (including Dorobo and *manusu*), Kikuyu farmers, and members of other ethnic groups with presence in the studied area. Maasai herders dominate the supply of livestock to Maiella livestock market and slaughterhouse. Comparatively, Kikuyu keep less livestock than their Maasai counterparts. Such small numbers are easier to manage especially during the dry seasons, when the majority of Kikuyu harvest fodder from their rented farm plots for their livestock. Rarely will Kikuyu sell stock in bulk.

In contrast to Maa-speaking suppliers, the majority of Kikuyu suppliers keep livestock in controlled environments. They practice zero grazing in small spaces on their compounds, and mainly keep livestock to supplement farming. However, a good number of Kikuyu graze along the roads or in open spaces like fields. A number of Kikuyu negotiate with their Maasai friends and/or in-laws to keep part of their livestock with their herds. A few Kikuyu who lack the means to raise stock prefer to let their sheep and goats to roam scavenging for feed in the markets.

Kikuyu mainly keep and supply small stock (mostly sheep) but some have cattle, including exotic varieties, such as Friesian, which fetch higher prices than the local varieties. Almost everyone with livestock can act as a supplier to the slaughterhouse and the livestock market. Unlike the majority of herders, ordinary villagers often sell their livestock only when the need to do so arises – to cater for medical bills, to pay school fees, to purchase farm inputs, or to purchase food whenever crops are hit by unfavourable weather conditions. In this case, livestock acts as an important safety net or insurance against future uncertainties. Therefore, stock buyers (most of them Kikuyu butchers) form an important part of the solution to these social problems. However, over time, butchers have developed close ties with some suppliers upon whom they can depend to avail animals to the slaughterhouse when necessary.

Butchers contact these suppliers whenever the demand for meat increases or when there is shortage of animals for slaughter at the market. During interviews, butchers informed us that their most reliable stock suppliers are pastoral Maasai. Some butchers mentioned up to five names of trusted suppliers whom they may call upon without prior notice to bring animals for slaughter.

Interviews revealed that kin and friendship networks play a crucial role in livestock trade. For instance, Susuki, a Maasai of Enoosupukia who frequently supplies livestock to two Kikuyu butchers, is married to a Kikuyu woman from Maiella trading centre. Lii, a trusted Kikuyu supplier of livestock for slaughter, is a brother of one of the butchers but lives in Enoosupukia among the Maa-speaking community. Lii acts as a livestock broker; he traverses the Maasai villages to purchase livestock for trade. Another supplier, Lemeria, is a *nusu nusu* (his father is Maasai and the mother is Kikuyu). Lemeria is one of the main livestock brokers who have established presence in Olosho Iole Kaloi village, Mpeuti village, and the entire Kipise adjudication area. Other brokers and suppliers are shown in Table 9 below.

Based on my own observation, a good number of Maasai pastoralists, just like the Kikuyu, are also reluctant to sell their livestock in bulk. In fact, most of them sell livestock only when the need arises (e.g. to pay school fees, to attend to the sick etc.). Farming, leaseholds, and other off-farm activities have progressively replaced dependency on money from livestock sales.

Furthermore, the sale of animals is largely dependent on seasons. During the dry season, traders at Maiella always expect a good supply of animals from Maasai herders, some of whom have no prior contact with them. Similarly, a large number of animals arrive at the livestock market for sale. The result is a reduction in livestock prices due to good supply.

According to Barret (2001), livestock markets can exacerbate climate risks for pastoralists because livestock prices often decline during dry periods. Nevertheless, Maasai adopt the sale of livestock during the dry season as a risk-management strategy (see also Campbell, 1979). In most cases, stock buyers, mainly Kikuyu butchers, farmers who wish to build herds, and herders who have the necessary connections to areas with abundant pastures, maximise on dry seasons to purchase livestock in bulk, as discussed below.

**Livestock brokers:** These are mainly young Maasai and Kikuyu males. They link butchers, the livestock market, and suppliers, although they still double as suppliers themselves. Rarely do women (Kikuyu or Maasai) involve themselves in livestock trade, except Kikuyu women who own livestock. Maasai widows prefer to send their sons or close allies to sell livestock on their behalf. However, as in the Suswa market, Maasai women in particular take advantage of the large numbers of traders to sell their milk, food, and Maasai garments and ornaments, while some Kikuyu women sell shoes and clothes. Livestock trade in these areas is therefore accompanied by many more transactions, including the sale of Maasai sticks, spears and pocket knives, as well as photography.

Being a broker means that a person devotes a lot of time to actively searching for livestock for sale within the studied area and its environs. Some also establish networks with suppliers and ordinary herders who will later inform them when they decide to sell their livestock. Brokers make a profit from livestock trade by ensuring that they negotiate for lower prices for each animal than the market prices.

Negotiations for livestock prices are conducted through haggling (see below). Others rely on friendship or kinship ties to negotiate for lower livestock prices.

During the study, we were not able to pin down the actual number of brokers.

However, about a dozen livestock brokers specialise in cattle trade in Maiella trading centre, while another dozen of them deal with small stock (sheep and goats).

Brokers do not always buy livestock for immediate disposal. The majority have managed to grow their own herds solely for sale. Some even buy young stock and rear them to maturity for sale. Those who are actively involved in the trade may hire a herder or keep some livestock with their friends or family.

Dry seasons bring opportunities for livestock trade, as already noted. In the case of a drought, brokers make bulk purchases of livestock, especially from Maa-speaking herders who are afraid to lose livestock to the drought. During the wet periods, however, herders usually refrain from selling livestock in the hope of rebuilding their herds. When rains come, some herders (both Maasai and Kikuyu) attend livestock markets in Suswa and Maiella to purchase animals for rearing. Abundance of pastures encourages herders to build and/or rebuild their herds and gives them hope of recovery of weak animals which survived the drought. This cycle of livestock production and management is principally supported by funds accrued from

commercial cultivation, returns from leaseholds on land, and from interpersonal loans.

Brokers (and butchers) know very well that they must maximise on the dry season to purchase stocks in order to ensure that they still have livestock for trade and slaughter during the wet season when herders are not willing to part with their stocks. By doing so, they ensure constant supply of meat to consumers irrespective of the season, and without necessarily increasing meat prices. The strategy also saves brokers and butchers from increased livestock prices during the wet seasons. However, livestock purchased during dry seasons are often very weak and thin. Therefore, the majority of buyers must invest time and money to “fatten” them and make them fit for slaughtering while others do so until the rains come and the pastures begin to grow. The practice of “fattening” weak animals for sale, most of which then do survive droughts, is not new, as shown by Dahl and Hjort (1976:164). Nowadays, fattening involves feeding the animals in a zero grazing environment, giving them drugs and vitamin injections bought from veterinary shops in Maiella or Naivasha, and spraying them with pesticides to improve their health. Though often expensive and risky to some, actors consider the purchase of weak animals during a drought and subsequent fattening of them as a lucrative venture.

A mature bull that fetched a price of KES 5,000 (€50) compared to the normal prices of around KES 40,000 (€400) might be sold at a higher price after fattening. Buyers take the utmost care so that they do not overfeed weak animals or give them too much water; otherwise, the animals might die of bloat. Once the animal has survived the fattening process, its prices could grow eightfold.

While many herders refrain from the sale of livestock during the wet periods, some prefer to only sell animals that show signs of sickness or those with disabilities – the blind, or those with broken limbs. Some also prefer to sell the very old animals or those whose economic value is considered low. Based on observation, herders rarely sell female animals. Herders prefer to save cows for reproduction. Indeed, butchers noted that they only received offers for cows that herders considered to be infertile, sick, or too old. Therefore, this is a well-organised economy where actors are conscious of the risks as well as risk management strategies.

Apart from the implication of seasons on livestock marketing, people’s desire to be able to pay their children’s school fees, as well as to raise capital for commercial agriculture, largely affect livestock trade. Brokers are usually keen to accumulate

animals from both Kikuyu and Maasai herders who may need to pay fees when schools reopen. There is also a tendency by Kikuyu farmers to sell their livestock prior to planting season in order to raise capital for farming, including money to pay leaseholds.

Following bountiful harvests, such farmers may sell food produce and use the money to buy livestock from herders. This form of diversification is aimed at complementing farming and livestock economies and is a response to social, environmental, and climatic uncertainties.

**Butchers:** Much has been said about butchers already. Butchers sell cooked or raw beef, mutton, and goat meat to consumers in the study area and its environs. The slaughterhouse in Maiella served about fifteen butcheries at the time of this study. These are located in Maiella trading centre, Dry village market, and Goigoi village market (all of which are within Maiella). Three butcheries at Maiella trading centre specialise in beef and another seven specialise in mutton and goat meat. All these butcheries are owned and run by Kikuyu. Other butcheries, which periodically benefit from the Maiella livestock trade, are located in Kongoni and Karagita. Kongoni and Karagita settlements are close to Lake Naivasha (see Figure 4) and house thousands of flower farm workers of the agro-industrial hub, who constitute a crucial market for meat from the studied area. Ironically, there were no butcheries at the Maasai villages studied (as at the date of the study), although Maasai herders are the main suppliers of livestock for slaughter.

Supply and demand therefore encourages the growth of salient trade ties between the two groups. The survival of livestock marketing and the stock market in this area relies on actors from the two communities. Butchers must coordinate closely with suppliers, brokers, and other actors in the livestock food system.

Butchers may also double as suppliers and/or brokers. On the one hand, such a multiplicity of roles helps them to maximise their profits while minimising risks by avoiding possible exploitation by the actual brokers through exorbitant animal prices. On the other hand, butchers who double as brokers or suppliers have a better chance of ensuring a constant supply of animals for slaughtering, especially when the supply from herders is low, or whenever there is a hindrance in supply, say due to heavy rains (see Table 9).

Consequently, almost all butchers keep their own animals, often with their friends or relatives, or at their respective homes. For instance, during fieldwork, I observed that George, one of the Kikuyu butchers, owned three bulls, which he kept on the compound of a Catholic Mission in Enoosupukia. He also had another three bulls and three cows at his home in Maiella trading centre. Whenever the supply of livestock is low, butchers bring their own animals to the slaughterhouse. They make sure to replenish their stock back home by purchasing more animals during the market days and from their respective suppliers.

Meat consumption is quite high in Maiella and Enoosupukia. The demand for cooked meat is higher as compared to raw meat. Market days (Tuesdays and Fridays) are especially the busiest for butchers because traders converge at the trading centre, some bringing second-hand clothing for sale. Moreover, hundreds of people leave their villages to visit Maiella trading centre on market days.

To ensure a constant supply of meat, butchers must endeavour to nurture close relations with individual herders, irrespective of ethnic affiliation, including those who are not necessarily frequent suppliers. They cement such ties through mobile phone communication (calling and texting) and frequent visits. Moreover, butchers spend most of their time searching for livestock in the Maasai villages. They also visit the livestock markets in Maiella trading centre and Suswa to sample possible animals for slaughtering. Consequently, every butcher has hired two to four workers who manage the butcheries in their absence.

Butchers hire men or *boda boda* (motorbike) operators to transport animals to the slaughterhouse whenever they make purchases further from Maiella trading centre. A *boda boda* can transport at least two goats or sheep to the slaughterhouse. To enable transportation of live goats or sheep, *boda boda* operators place the goats or sheep inside a big crate (like that used to carry bread). The crate is then tied onto the seat of the *boda boda*, and the animal is fastened with ropes to prevent movement during transportation. However, butchers prefer to hire men (Kikuyu or Maasai) to drive cattle or other livestock to the slaughterhouse. In some cases, the owner of the livestock may offer to drive them to the slaughterhouse. Payment for the service depends on the distance covered for the delivery.

Often, when butchers buy livestock from a Kikuyu or a Maasai seller, they negotiate with them to keep the animals until they can find help driving them to the slaughterhouse. On a single day, a butcher may buy livestock from several sellers

and leave them in the seller's compound. Some last there for weeks under the care of the sellers. This shows the trust that butchers develop with their sellers or suppliers. However, when butchers purchase animals for immediate slaughtering, they hire someone to drive the animals directly to the slaughterhouse.

As a buffer to low supply of livestock for slaughtering, butchers at Maiella trading centre subdivide the available meat amongst themselves to ensure they all have some meat for trade at all times, as shown in Table 9. A bull can be subdivided amongst several butchers, whenever the supply of cattle is low. This follows an arrangement between the butchers where the owner of the animal slaughtered sells portions of the meat to other butchers wholesale. This is a form of social capital, whose effect supersedes the often competitive and capitalistic market environments. Moreover, low supply of cattle opens up opportunities for barter trade – the exchange of goat meat and mutton for the available beef, the amounts of which are calculated in kilograms. These arrangements are mainly informal and are built on trust and friendship. More importantly, such relationships encourage reciprocity, which shapes the market space. Butchers utilise such reciprocal relations as insurance against bad days.

**Slaughterman:** The Sub-county health sector registered only one slaughterman, a Kikuyu, who slaughters animals on behalf of butchers. Butchers pay the slaughterman some KES 300 (€3) and KES 100 (€1) for every head of cattle or small stock slaughtered, respectively.

Every part of the animals is made use of. Some people make soup from intestines, or roast them for their customers. Others prepare animal heads and limbs for their customers, while some trade in skins. After slaughtering, the slaughterman does not engage himself in the trade of meat or other products. An interview with the slaughterman revealed that he too doubles as a livestock broker. In fact, butchers occasionally rely on his herd to salvage a bad day when few animals are supplied to the slaughterhouse. He also keeps an eye out in the communities for any possible leads to potential sellers.

**Distributors:** Butchers hire *boda boda* (motorbike) operators to distribute meat to specific locations or trading centres after slaughtering. Distributors place meat inside metallic containers, which are then tied onto a motorbike for transportation. Some

butchers have bought their own motorbikes for the task. During low seasons, they use these motorbikes to transport clients.

**Veterinary officer:** This is a government officer who inspects meat and animal intestines after slaughtering to ascertain their fitness for human consumption. No one may distribute uninspected meat. Butchers pay the officer KES 400 (€4) for every head of cattle inspected and KES 200 (€2) for each head of small stock. The officer puts a stamp on the sides of the meat to indicate that it is safe for consumers.

When meat is unsafe for consumption, due to diseases or infections, the officer supervises its disposal. To avoid such losses, butchers often insist on knowing the health condition of an animal before purchasing it. Experience has taught them how to observe signs of sickness. However, butchers may consciously purchase an animal that shows signs of sickness.

It is a gamble that can easily lead to a loss when the veterinary office finds the animal unfit for consumption and orders its disposal. However, taking such a risk may also be rewarding when the meat is found safe for consumption. Indeed, some butchers who successfully negotiate very low prices for animals that show signs of sickness end up making huge profits, but massive losses are inevitable.

**Consumers:** They are the backbone of this local food system. According to butchers, several categories of meat customers are important in the business. They include brokers who trade in green maize and Irish potatoes, truck drivers who transport food produce from farm plots in Maiella and Enoosupukia, labourers who harvest maize from farms, and local distributors of food produce from Maiella and Enoosupukia to various markets (using donkeys and motorbikes as transport). Others include tenants who rent farmland in Maiella and Enoosupukia, labourers engaged in cultivation for a wage, and especially women who harvest Irish potatoes. Villagers have branded these women, *atumia a bubu* (women who carry buckets). Other clients include herders who visit the study area to purchase crop residue for their animals with trucks, motorbikes, or donkeys; and *boda boda* operators who ply their trade in Maiella and Enoosupukia. Furthermore, Maasai families are increasingly dependent on meat from butchereries as opposed to slaughtering their animals.

In general, butchers noted that the booming cultivation business in Enoosupukia and Maiella, which continues to attract hundreds of farmers and labourers, plays a major role in the success of the livestock market. As a result, a once-collapsed livestock market has shown strong signs of recovery. During the 1993 violence, this important economic sector was abandoned as both Maasai and Kikuyu were engulfed in violence. A few months after the 1993 violence, only a bull and about six sheep were slaughtered and consumed in the study area in a week. Nowadays, between six and ten bulls and more than thirty small stock are slaughtered and consumed in the study area in a week (see Table 9). This amounts to a roughly 80% increase over a period of twenty years.

### **Negotiating livestock prices: cross-cutting ties**

Livestock trade creates space for negotiation and conversations across ethnic boundaries. Setting the livestock prices is imbued with symbolic repertoires, cross-cultural communication, and loyalties. Such prices are thus not fixed – sellers and buyers skilfully negotiate their offers, often invoking beliefs, kin, and friendship relations.

Normally, sellers want to maximise their trade while buyers, the majority of them butchers and brokers, want to generate as much profit as possible from every animal traded. In the end, sellers and buyers usually have a common motive – to arrive at a mutually agreed price that is beneficial for both parties. Therefore, livestock trade begins with two prices: a high price set by the seller, and a low price set by the buyer.

To bridge the price gap, negotiations may take a few minutes, hours, days, or even months to mature. The success of a transaction is not guaranteed. However, some sellers may be forced by need, circumstances or existing cross-cutting ties to sell their livestock at a lower price than expected. As already noted, drought and/or the need to pay school fees and to invest in farming are a few factors that may encourage a seller to conclude a transaction.

Apart from compromise that arises from need or circumstances, respect and conflicting loyalties resulting from friendship and/or kinship help some buyers and sellers to arrive at a price without much trouble. It was evident during fieldwork that buyers and sellers are keen to maintain good relations irrespective of the outcome of

a transaction. However, bad feelings are inevitable. A successful transaction, from the perspective of both sellers and buyers, may become the foundation of future social and economic interactions. This is a fact that actors seem to acknowledge. Haggling is common practice in any transaction. However, it is often time-consuming and does not necessarily guarantee a successful (or immediate) transaction. Nevertheless, haggling is paramount for any transaction because it merges the economic and the social space in a meaningful way. For the communities studied, haggling takes the form of a game, sometimes a joking relationship, which is anchored on experiences in negotiation and in making conversations. This game has no losers – actors accept a mutually agreed price as a win-win affair. Haggling makes both actors winners in their own right (socially and/or economically). The conversations and negotiations, which account for haggling, have several non-economic purposes: (1) they provide an opportunity for actors to know one another on a personal basis and, by extension, to know their families. (2) Based on observation, chatting involves capacity-building and sharing of information about good practices in animal husbandry. (3) Through chatting, actors establish a relationship for possible trade in the future. Therefore, actors may consciously prolong haggling in order to find out something about one another, or to nurture friendship. In fact, the seemingly difficult sellers may become the most reliable suppliers in the future.

During fieldwork, I spend time observing, listening, and recording conversations between herders and buyers at Maiella livestock market. Usually, potential buyers assume strategic positions in the market to observe the quality of animals brought to the market and to identify concerned sellers. The intent to make a purchase often starts with greetings and “small chat” after which a potential buyer quickly walks away after arousing the curiosity of a seller. He then begins to sample other livestock belonging to other sellers so that he can prove to the initial seller that he already faces enough competition.

Haggling is conversational and does not necessarily involve discussions about prices. A buyer and a seller may talk about national politics, European football, or social problems as well as the opportunities and risks involved in livestock trade like rains or drought among others. The conversation becomes interesting when it approaches pricing. For instance, instead of quoting a price directly, a seller may wish to inform the buyer how well he cares for his livestock, for instance, by buying

pastures and related animal products (salt lick, disinfectants etc.). By doing so, a seller insinuates the quality of the livestock on sale, with the intention of supporting his price.

In an interesting haggling encounter, a Maasai herder decided to take on a Kikuyu butcher on the subject of how badly Kikuyu treat their livestock by locking them up in controlled environments (zero grazing) without allowing them to roam and feed freely. The conversation took the form of a joking relationship. The butcher remained silent for a while, allowing the humour to fill the air. There was laughter in the market when the Maasai insisted that animals raised in a controlled environment always appear “moody” and that their meat is not sweet. In response, the butcher took his time to explain the diseases that Maasai livestock pick up when they are moved from one place to another. “Your animals eat anything, including plastic bags... see how thin they are?” he said, lifting one sheep off the ground, and continued: “I give it 6 kilos” – an estimate of the sheep’s weight.

In some cases, such a conversation may actually develop into a serious discussion on how to care for livestock and the available livestock products in the market, including drugs. After teasing one another for a while, the butcher offered to pay KES 2,500 (€25) for the sheep, while still expressing his “disappointment” to all Maasai herders who let their animals roam and eat rubbish. By terming his price an insult, the Maasai herder doubled the butcher’s price and insisted that he could only sell each sheep at KES 5,000 (€50). The intention of setting such a high price was to begin a serious haggling process. Eventually, the butcher bought four sheep from the herder at KES 3,800 (€38) each.

Generally, sheep and goats from the Maasai villages normally cost between KES 3,500 and 4,500 (€35; €45) while those from Kikuyu herders cost between KES 4,000 and 5,000 (€40; €50). These prices are flexible. When defending their higher prices, Kikuyu herders insisted they spend a great deal of time and money on caring for their livestock, including the purchase of fodder. However, Maasai also spend time moving their stock in search of pastures, and often purchase crop residue for their animals during the dry seasons. When such arguments do not bear fruits, Kikuyu insist that Maasai have more livestock than them and so they (Maasai) should sell their stock at lower prices. Rams and he-goats fetch higher prices than the female animals, which are believed to have less meat after several births.

Pricing of cattle (just like small stock) also differs considerably in relation to age, sex, and the source (geographical location) from which an animal is bought. Other factors that determine prices include animal breeds and mode of rearing. Buyers often determine the age of an animal informally at the point of sale. For a goat or sheep, buyers firmly hold the animal to the ground or between their legs and then open its mouth to check the teeth. Worn out teeth suggest old age, although such teeth may in fact indicate the intake of acidic foods or substances, which corrode them. Old age is equated with a smaller amount of tougher meat.

In terms of sex, oxen generally fetch higher prices than cows, and are also preferred for slaughtering. However, buyers interested in keeping livestock prefer females, for the purpose of reproduction. Exotic breeds (for beef or milk) fetch higher prices than the local varieties. For example, Borana bulls fetch higher prices as compared to the local breeds kept by Maa-speaking groups. Butchers approximated the weight of Borana bulls at around 160 to 180 kgs compared to Maasai traditional breeds, which fall between 100 and 120kg (see similar estimates in Dahl and Hjort, 1976).

However, weight approximations are determined by prevailing grazing conditions, which are subject to change across time and space.

The mode of rearing animals is also an important consideration in pricing livestock. For instance, bulls reared in a zero grazing environment by Kikuyu in Maiella trading centre fetch higher prices than bulls reared in a traditional Maasai pastoral manner. Butchers suggested that zero grazing often produces animals with more weight. For instance, a bull reared through zero grazing at Maiella trading centre costs about KES 50,000 (€500) while bulls of a similar size but kept in free-range conditions at Ol tepesi le Parsimei or Sakutiek fetch prices of around KES 45,000 (€450) and KES 40,000 (€400), respectively. Generally, butchers said that animals reared in free-range conditions, though often larger in size, have less meat. These estimates may not be indicative of the appropriate method of livestock husbandry and do not necessarily suggest that Maasai animals are always cheaper in price or lower in weight compared to those from other groups.

The source of an animal is similarly an important factor in pricing. The “source” is simply the geographic location from which an animal is bought. If a bull is purchased from an area further from Maiella trading centre, it incurs transportation costs to the slaughterhouse. This cost is reflected on the price of the respective animal unless the seller offers to drive it to the slaughterhouse himself, thereby saving on the

transportation costs. For example, a bull reared in Maiella trading centre retains its price of KES 50,000 (€500) because it is close to the slaughterhouse and thus does not incur transportation costs.

In contrast, a bull purchased from Ol tepesi le Parsimei and Sakutiek villages, which are further from Maiella, will cost less by roughly KES 1,000 (€10) or KES 2,000 (€20), which is then used to pay transportation costs. Driving livestock from the point of sale (from the villages) to the slaughterhouse or to the livestock market may take between one and three days depending on the distance covered.

Just like in the livestock market, haggling takes the form of a conversation whenever butchers visit the homes of potential sellers or suppliers. Such visits may or may not be organised. A seller contacts a butcher, often through his mobile phone, to notify him about the intention to sell livestock. The seller may also send word through his friends to invite a butcher to his home to negotiate the price of an animal. He may also visit a butchery or the slaughterhouse to inform butchers about the availability of livestock for slaughter or send a member of his family to convey the information.

An unplanned visit by a butcher may be based on rumours that a herder is willing to sell his animal(s). In some cases, a butcher may just decide to drop by a village and ask villagers to refer him to persons who may be willing to sell livestock. Over time, some butchers have developed strategic networks across the studied villages with both Maasai and Kikuyu individuals who furnish them with information on prospective livestock sellers.

Whether such visits are planned or unplanned, a successful transaction is mainly determined by a mutually acceptable price. Furthermore, such a visit may open future opportunities for livestock trade. Sometimes herders and buyers may disagree on prices, forcing them to abandon the transaction, despite prior arrangements for the visit.

Below is a conversation between a butcher (Kaiyoro) and one of his suppliers (Lemeria). Kaiyoro is of Kikuyu descent while Lemeria is a *nusu nusu* (Kikuyu mother and Maasai father). The two met in a small hotel at Maiella trading centre on 24.04.2015 to finalise a transaction involving the purchase of sheep. They conversed in Swahili:

Kaiyoro (the butcher): ...For the two sheep can I give you eight? (KES 8000/€80)

Lemeria (the supplier): No way! I'm sure you do not know the breed I want to bring.

Kaiyoro: Provided you do not bring thin "gasorobo" (a typical breed). I saw you selling some the other day in the market.

Lemeria: The one I am referring to here is a merino (breed of fine-wool sheep)...they are very fat.

Kaiyoro: Good. They will be slaughtered on Monday morning. You must bring them to the slaughterhouse first thing.

Lemeria: That's fine:

Kaiyoro: Recently I found some Maasai in Sakutiek who know how to care for their sheep. I learned a lot from them and even rented land from one of them. I have planted grass on this land. I have also planted wheat. By June this year (2015), I want to have over thirty sheep there. If I can get some *gasorobo* I can keep them there for some time to fatten them for sale.

Lemeria: But merino has a lot of fat?.

Kaiyoro: This is why I said that a mixture (cross-breeding) of *gasorobo*, which has more meat, and Merino, with more fat, gives the right combination, the Hampshire (referring to the Hampshire down breed). Of course, I must give them drugs to protect them from worms, and also salt lick.

Lemeria: Yes, the Marc lick super (referring to a type of salt lick sold locally in Maiella trading centre). You also boil some herbs for them to prevent worms and give them fodder, not *unga* (crushed maize) because it damages their teeth.

Kaiyoro: Worms are different. Some affect intestines; others affect the meat. There are drugs for all types of worms. So you need to mix all drugs and give the livestock then ensure that you do not take them for long distances to herd. By the end of this year I want to be able to slaughter my own sheep and goats.

Lemeria: I will sell my sheep so that I can invest in new breeds.

Kaiyoro: Sell the unpleasant rams but retain the females. Later you will bring a better breed of rams for them. However, I am concerned that you keep moving them up and down and exposing them to worms from different places. Also you better keep only fifty of them which can fetch you good prices than a hundred which cannot give you much money. There is shortage of pastures, you know.

Lemeria: This year I will divide my herd into two. I will retain thirty sheep at home and then I will send the other thirty to another place where they can feed comfortably.

Kaiyoro: One needs to be strategic these days. You see the rains are also 'misbehaving' in some areas (not as abundant as before).

Lemeria: When it rains, sheep prices will go up.

Kaiyoro: So, you said eight is fine? (returning to the conversation on the price of sheep).

Lemeria: Make it nine (KES 9000/€90), you are my friend.

Kaiyoro: eighty four, we end this matter (KES 8400/€84)

Lemeria: Add at least two hundred shillings.

Kaiyoro: We cannot fall out, eighty-five is fine (KES 8500/€85).

Lemeria: Fine, I will personally bring them on Monday.

Kaiyoro: Here is KES 500 (€50). I will pay the balance when you bring the Sheep.

Notably, this conversation develops into an exchange of ideas about modern methods of herding and the various products available to improve animals' health and to find pasture. The supplier also reveals that herders rely on traditional drugs (herbs) to treat animals and to prevent them from infection by worms. The fact that the buyer makes a down payment for the sheep symbolises trust.

A livestock seller and a buyer may fall out over the pricing. Such failure may not necessarily mark the end of a transaction. Whenever a buyer and a seller fall out over the price of an animal, they have the chance to reconsider the prices offered and may then decide to make a second attempt. As noted, the sale of livestock is often informed by need, season, compromise, and respect. In some cases, however, both parties may decide not to go ahead with a transaction despite these factors. In some cases, brokers and butchers are forced to buy livestock at slightly higher prices than usually intended, especially when the supply is low. Such compromises are normal occurrences in any business.

### **Controlling trade in stolen livestock**

To prevent the sale of stolen livestock, butchers and brokers ensure that they only rely on trusted suppliers and individual owners of livestock. Indeed, the local livestock food system is a complex network of interpersonal relationships, which have grown across time. Persons who are new in the system must provide identification documents or be introduced by friends who have presence in the network. This helps to stamp out illegal livestock trade and related crimes.

Butchers do not buy livestock from young herders. For instance, teenagers must prove beyond reasonable doubt that they have the blessings of their parent to sell the animals. Butchers also prefer to purchase livestock from individual owners personally at their homes than to purchase livestock from the fields. By doing so, they can trace a transaction to the homes of the sellers involved when necessary. Nevertheless, a successful deal may turn out to be a transaction involving stolen livestock.

In one incident, a broker bought sheep from his relative at Olosho Iole Kaloi village and supplied them for slaughtering. Afterwards, accompanied by a police officer attached to the chief of Maiella, the father of said seller approached one butcher complaining that one of the slaughtered sheep was stolen from his herd. The police

officer arrested the butcher. Through a phone call, the butcher's employees contacted the broker who had supplied the sheep and requested him to report to the police station to settle the matter.

The plaintiff demanded KES 4,000 (€40) as compensation from the butcher, but the latter denied any wrongdoing. Later on, the broker pleaded with the police to release the butcher and requested them to refer the case to a local mechanism at the household level. The request was granted although the butcher had to part with some money in the form of a bribe. Later on, the butcher demanded reimbursement from the broker. However, the broker insisted that the KES 3,000 (€30) paid as a bribe was quite a big amount. This led to an exchange of words between the butcher and the broker, which saw them terminate future transactions.

### **Blessing, curse, and ritual practices in livestock trade**

Beliefs in misfortunes and the curse play a major role in shaping social-economic interactions in the livestock trade environment at Maiella trading centre. In his book, "Time, Space, and the Unknown: Maasai Configuration of Power and Providence", Spencer (2003) makes a strong statement about how belief in misfortune and uncertainty influences the social life of the Maasai. As observed in the studied area, such beliefs are accompanied by notions of age and respect for elders, irrespective of gender and ethnicity. Therefore, most Maasai and Kikuyu involved in livestock trade, just like in most other economic enterprises, take the utterances of their elders seriously. These utterances, according to them, carry possible blessings or curses that could potentially affect their lives and livelihood strategies.

In any ordinary livestock market day in the studied area, there is observable respect between age groups. Younger herders and livestock traders respect their elders irrespective of gender and ethnic background. Such respect is evident in the language used in negotiating livestock prices, which does not involve teasing (joking relationships). Actors make an effort to limit any behaviour that elders could read as disrespectful. For instance, haggling, in this context, takes the form of persuasion, and often takes less time compared to that between members of the same age group.

Especially the Maasai community believes that failure to show respect to elders, or angering them, may invoke curses, which could trigger infertility or death in the

victim's herds or family. In some of the conversations recorded during this study, younger herders even asked their elders whether they were happy and satisfied with a transaction, irrespective of whether someone made a purchase or not. Positive feedback is taken as a form of blessing, which could favour livestock multiplication and successful pastoralism. In such cases, a herder of the lower age category (including teenagers) refers to a buyer in the higher age category (those older than them) as "father" or "mother". I overheard a few say, "I want you [the elder] to buy this sheep so that you can bless my herd". Kikuyu traders have increasingly acknowledged these beliefs in the supernatural.

Kikuyu butchers, for instance, ensure that a transaction involving the sale of livestock ends with a mutually agreed price. The challenge is however how to balance haggling, the commitment to a mutually acceptable price, and the need to maintain or establish friendship while at the same time carefully navigating an activity whose effects may contribute to the demise or progress of one's business. For this reason, haggling becomes a conversation, and not an exchange of words with the potential to arouse anger.

Belief in the curse is especially important. In one incident, Ole Sirika, a Maasai elder from Nkampani village, was driving his three sheep past the slaughterhouse to the livestock market when a Kikuyu butcher stopped him. After a short conversation, the butcher and the seller agreed on a price for the sheep. However, upon receiving the money, Ole Sirika did not seem pleased. He insisted that one of the sheep was bigger than the rest and could have fetched more money in the livestock market had he not accepted the offer.

The butcher was not comfortable with Ole Sirika's response so he offered him extra KES 100 (€1) for the big sheep. The butcher then asked Ole Sirika to perform a ritual on the sheep to repulse any possible curse, which, as some believe, could deter customers from purchasing the meat. Locals refer to this ritual as *kufungua* (Swahili, "to open") and is meant to "wish someone well with their endeavours following a misunderstanding". Ole Sirika spat on the sheep and murmured a few words.

According to the butcher, the act of spitting on the sheep revoked any unfavourable circumstances in his business. Some Kikuyu butchers noted that such curses could lead to losses caused by theft of meat or other misfortunes, including the possibility of the meat being left to rot due to lack of customers.

## **Credit relations in livestock trade**

Credit relations are central to livestock trade. In most cases, butchers purchase livestock from their suppliers and brokers on credit. They make a down payment and settle the debt when they have sold the meat. During the study, it was common to hear a butcher calling their trusted suppliers to bring livestock for slaughter even without negotiating for a price in the first place. Due to long-term relationships between butchers and some suppliers, the latter already know the kinds of animals that individual butchers prefer, and can estimate prices based on previous transactions.

However, previous transactions do not necessarily stop suppliers or brokers from negotiating for more money for their livestock, and butchers are usually flexible with prices depending on the size, breed, and sex of the animal. The mobile platform, M-Pesa, has increasingly replaced cash payments for livestock.

In some cases, sellers may visit butcherries unannounced accompanied by livestock for sale. If the butchers are not able to raise the money required to purchase the livestock, they often negotiate with such sellers to collect the money, usually after a day or two when customers have bought the meat. Of course, some sellers may need the money immediately and have no time to wait. In such situations, a butcher may pay half of the money and promise to settle the balance later after selling the meat.

Credit relations mostly exist between actors who have known each other for extended periods and have built trust over time. Interestingly, Kikuyu butchers noted that Maa-speaking sellers were more likely to accept credit than their Kikuyu counterparts, who mainly prefer immediate payment for their livestock. Indeed, some butchers noted that one does not have to be a close ally of a Maasai to negotiate credit.

The allegiance of butchers is tested through this business. There were clear indications that butchers honour their debts, as this increases their trustworthiness among the suppliers, brokers, and individual livestock sellers. With such trust, butchers are able to draw reliable suppliers closer and ensure that they do not lack meat for their customers. It is a business of loyalty whose success is measured through maintenance of social relationships that often transcend the business environment.

## **Social capital as a buffer in livestock trade**

In order to enhance their financial security and as a way of creating safety nets against shocks in livestock trade, butchers and other actors in the local food system (both Maasai and Kikuyu) started a self-help group some years ago. The self-help group has two aims: (1) to establish a network of various actors in livestock trade who can assist one another through kind (social capital), and (2) to raise money from all members, which is reinvested in livestock trade and as capital for diversification. By the end of 2014, the group had attracted about forty members. Each member contributes KES 400 (€4) every Monday, Wednesday, and Friday. Participants give this money to members on a rotational basis so that they can reinvest it in expansion of individual livestock businesses or for diversification into other livelihood activities, such as cultivation. Butchers use the money to increase their own herds through purchase so that they will be able to supply the same in the future for slaughter. Some rely on the money to settle debts or losses incurred in their businesses. Others use it for personal needs, which may not be related to business.

Members with urgent needs (hospital bills, school fees etc.) can request priority in allocation of the money. This form of social capital makes livestock trade an economic as well as a social enterprise.

Table 9 enriches the preceding chapter by providing data collected at the slaughterhouse in Maiella between April and May 2015. The table shows the number and type of livestock slaughtered in the days of the study, the sources of the livestock, and the cross-cutting ties that emerged from livestock trade (as already discussed). The data in the table are derived from observation and field notes collected for specific days of the study.

On each of the days of the study, we recorded the number and sex of animals brought to the slaughterhouse and interviewed respective persons who brought the livestock in order to understand their origin and any possible connections between livestock traders as shown in the preceding discussion. We also observed how the livestock were slaughtered, as well as the details of the meat inspection and the distribution to markets. Each day brought new and interesting stories about livestock trade. These stories, from which the discussion in this chapter is derived, are presented in the table as they were captured in the field.

The table shows that the main markets for meat include Maiella, Dry, and Goigoi trading centres, as already noted. Kamere, a small town located close to the agro-industrial hub at Lake Naivasha and home to thousands of flower farm workers, is an important market as well. Apart from the study area, other sources of livestock for slaughter include areas in Sakutiek Sub-location and Kongoni Sub-location (Figure 4). In the table, bulls are abbreviated 'B'; cows, 'C'; Sheep, 'S'; and goats, 'G'.

Table 9. Livestock trade and cross-cutting ties in Maiella and Enoosupukia between April and May 2015.

Date	Animal Slaughtered			Supply
	Bull (B) Cow (C)	Sheep (S) Goat (G)	Sources of animals and cross-cutting ties between herders/suppliers, brokers, friends and butchers.	
13.04.2015	2B	11S	<p>A Kikuyu farmer bought the bulls from a Maasai herder during the dry season when supply of livestock was high. He then "fattened" them for sale through zero grazing and with commercial feed and injectable nutrients at Maiella trading centre. The farmer contacted several Kikuyu butchers expressing his interest in selling the two bulls.</p> <p>A Kikuyu farmer brought nine sheep to the slaughter house following a previous arranged with a Kikuyu butcher. Two other Kikuyu butchers bought three sheep from Maasai herders at the livestock market in Maiella trading centre.</p>	<p>Beef: Maiella trading centre; Dry and Goigoi village markets and Kamere market.</p> <p>Mutton: Maiella trading centre, Dry and Goigoi village markets.</p>
14.04.2015	2B	3S	<p>A Maasai herder contacted a Maasai livestock broker and invited him to visit his home and purchase the bulls.</p> <p>A Kikuyu farmer from Maiella trading centre sold two sheep to a Kikuyu butcher. A Maasai herder from Nkampani village brought a sheep to the slaughterhouse for sale.</p>	<p>Beef: Maiella trading centre and Kamere market.</p> <p>Mutton: Maiella trading centre and Dry village market.</p>
15.04.2015	0	9S	<p>Three Kikuyu butchers bought five sheep from Maasai herders at the Maiella livestock market, and a Kikuyu farmer of Maiella trading centre supplied the other four sheep to Kikuyu butchers.</p>	<p>Mutton: Maiella trading centre, Goigoi and Dry village markets.</p>
16.04.2015	1B	2S	<p>A Kikuyu slaughterman had earlier purchased the bull from a Maasai herder of Sakutiek. He then "fattened" it for three months through zero grazing and with commercial feeds in preparation for sale.</p> <p>A Kikuyu farmer from Kokoti village sold the sheep to a Kikuyu broker who</p>	<p>Beef: Maiella trading centre.</p> <p>Mutton: Maiella trading centre</p>

			visited his home in search of livestock for slaughter.	
17.04.2015	2B	9S	<p>A Maasai herder from Ng'ondi village (Kongoni Sub-location) sold the bull to a Kikuyu butcher. The latter had sent word through his friends to potential suppliers in the area. The herder called the butcher by mobile phone to go for the bull. A Maasai herder from Nkampani village brought the other bull to the slaughterhouse following previous arrangements with a Kikuyu butcher.</p> <p>Individual butchers (of Kikuyu descent) bought sheep from Maasai herders who had brought them to the Maiella livestock market.</p>	<p>Beef: Maiella trading centre, Goigoi and Kamere markets.</p> <p>Mutton: Maiella trading centre, Goigoi and Dry village markets.</p>
18.04.2015	No animal was slaughtered on this day			
19.04.2015	2B	7S	<p>One bull belonged to one of the Kikuyu butchers who availed it for slaughter following high demand for beef and low supply of bulls for the day. A Maasai herder of Sakutiek had sold the other bull to a Kikuyu butcher at the Maiella livestock market on 17.04.2015.</p> <p>A Kikuyu butcher bought three sheep from a Maasai herder from Olosho Iole Kaloi village who contacted him by mobile phone to visit his home. A Maasai herder from Mpeuti village brought the other four sheep to the slaughterhouse for sale.</p>	<p>Beef: Maiella trading centre and Goigoi village market.</p> <p>Mutton: Maiella trading centre</p>
20.04.2015	1B	9S; 1G	<p>A Kikuyu broker was contacted by phone by his Kikuyu friends of Ndabibi (Kongoni Sub-location) who were asked by Borana herders of the area to look for possible buyers of one of their bulls.</p> <p>A Maasai herder from Nkampani village brought five sheep to the slaughterhouse for sale. A Kikuyu butcher purchased the other four sheep from a Maasai herder from Mpeuti village. A Kikuyu broker bought the goat from a Kikuyu farmer at Maiella trading centre. Sellers contacted buyers via mobile phones to arrange for the transactions.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Maiella trading centre, Goigoi and Dry villages markets.</p> <p>Goat meat: Maiella trading centre</p>
21.04.2015	1B	3S	<p>A Kikuyu butcher bought the bull from a Maasai herder from Enoosupukia.</p> <p>A Maasai herder from Nkampani village contacted a Maasai livestock broker by phone to visit his home to purchase two sheep. A Maasai herder who often supplies livestock to Kikuyu butchers brought one sheep for slaughter.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Maiella trading centre</p>
22.04.2015	1B	11S	<p>A Maasai herder from Kigumu area (near Mpeuti village) sold the bull to the Kikuyu slaughterman.</p> <p>On this day, individual butchers brought their own sheep to the slaughterhouse.</p>	<p>Beef: Ng'ondi market near Lake Naivasha</p> <p>Mutton: Maiella trading centre, Goigoi and Dry village markets.</p>
23.04.2015	1C	5S	A Kikuyu farmer of Maiella trading centre sold the cow to a Kikuyu	Beef: Maiella trading centre

			<p>butcher. The cow had lived for a long time without getting pregnant despite the presence of mature bulls. The owner concluded that it must have been infertile, thus prompting the sale.</p> <p>A Maasai herder of Nkampani village brought three sheep to the slaughterhouse for sale. A Kikuyu farmer supplied the other sheep to Kikuyu butchers at the slaughterhouse.</p>	<p>Mutton: Maiella trading centre</p>
24.04.2015	1C	8S	<p>The cow had suffered a broken leg. The owner, a Maasai herder from Nkampani village, contacted a Kikuyu butcher by phone to go for it.</p> <p>A Kikuyu herder from Goigoi village sold four sheep to a Kikuyu butcher. Another Kikuyu butcher bought the other four sheep from two Maasai herders of Mpeuti village.</p>	<p>Beef: Kamere market and Maiella trading centre</p> <p>Mutton: Maiella trading centre</p>
25.04.2015	2B	5S	<p>A Kikuyu butcher owned one of the bulls, which was slaughtered on this particular day. The Kikuyu butcher had bought it six months ago from a Maasai herder of Enoosupukia during the dry season. He then kept it at a local church ground, on which it fed and regained weight. A Kikuyu herder from Maiella trading centre sold the other bull to a Kikuyu butcher after days of negotiations.</p> <p>Mandevu, a Maasai herder who keeps sheep in Nkampani village and Enoosupukia area, brought three sheep to a Kikuyu butcher. Mandevu is one of the reliable suppliers of small stock. A Kikuyu farmer from Maiella trading centre invited one of the butchers to his home to purchase the other two sheep.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Maiella trading centre</p>
26.04.2015	No animal was slaughtered on this date			
27.04.2015	2B	11S; 1G	<p>Kikuyu butchers sent word through friends seeking persons interested in selling their bulls. They managed to find two Kikuyu farmers from Maiella trading centre from whom they purchased the bulls.</p> <p>Kikuyu butchers contacted herders by phone who commonly supply them with livestock for slaughter.</p> <p>Maasai herders responded and supplied sheep as follows: four sheep from Olosho Iole Kaloi village; four from Nkampani village; a goat from Mpeuti village and a sheep from Sakutiek</p>	<p>Beef: Maiella trading centre, Goigoi and Dry village markets</p> <p>Mutton: Maiella trading centre, Goigoi and Dry village markets</p>
28.04.2015	Heavy downpour on this particular day constrained supply of animals for slaughter.			

29.04.2015	2B	10S	<p>A Kikuyu livestock broker brought a young bull to the slaughterhouse and sold it to a Kikuyu butcher who had asked him to bring it. Another Kikuyu butcher bought the other bull from a Kikuyu farmer from Mpeuti village.</p> <p>Butchers had contacted their suppliers the previous day by phone requesting animals. A Maasai supplier from Mpeuti village drove five sheep to the home of the Kikuyu slaughterman early that day. Individual Maasai herders brought the other sheep to the slaughterhouse early in the morning for sale.</p>	<p>Beef: Ng'ondi market near Lake Naivasha and Maiella trading centre</p> <p>Mutton: Maiella trading centre, Goigoi and Dry village markets.</p>
30.04.2015	The government veterinary officer who inspects all slaughtered animals before they are distributed to respective butcheries was absent on this particular day. Hence, no animal was slaughtered. The officer contacts butchers in advance to inform them of his absence.			
01.05.2015	2B	11S	<p>A Kikuyu farmer visited the slaughterhouse in the morning and asked brokers willing to purchase a bull to accompany him home. The other bull was purchased from a Maasai owner of Mpeuti village.</p> <p>A Kikuyu butcher bought four sheep from Maasai herders at the Maiella livestock market. Other Kikuyu butchers bought sheep from their Maasai suppliers in Sakutiek and Dry village.</p>	<p>Beef: Maiella trading centre and Ng'ondi village market.</p> <p>Mutton: Maiella trading centre, Dry and Goigoi village markets.</p>
02.05.2015	2B	4S; 2G	<p>The two bulls belonged to a Kikuyu butcher. He had bought them from Maasai herders some time before to rear them for slaughtering.</p> <p>A Kikuyu butcher exchanged his two sheep for two goats with a Kikuyu resident of Maiella trading centre following high demand of goat meat. A Maasai herder from Nkampani village sold four sheep to a Kikuyu butcher at the slaughterhouse following a previous arrangement between the two.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Maiella trading centre</p> <p>Goat meat: Maiella trading centre</p>
03.05.2015	1	0	A Kikuyu butcher was contacted on phone by his Maasai friend of Moi Ndabi village (Kongoni Sub-location) to visit him and purchase a bull, which appeared sickly.	<p>The government veterinary officer found the beef fit for human consumption but the intestines were disposed of.</p> <p>Beef: Maiella trading centre</p>
04.05.2015	1B	11S; 2G	<p>The Kikuyu owner of the bull slaughtered this particular day lives close to the slaughterhouse. He delivered it to the slaughterhouse himself.</p> <p>A Kikuyu butcher made prior arrangements with a Maasai supplier from Sakutiek to visit his farm and purchase two goats and two sheep. Kikuyu butchers bought four sheep from Kikuyu owners at Maiella trading centre and the other four from Maasai herders of Dry village. A Maasai herder from Nkampani village sold one sheep to a Kikuyu butcher.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Dry and Goigoi village markets and Maiella trading centre</p> <p>Goat meat: Maiella trading centre</p>

05.05.2015	3B	10S; 1G	<p>Three different Maasai herders supplied the bulls for slaughter on this particular day. They were from Sakutiek, Dry, and Mpeuti villages.</p> <p>Two Kikuyu butchers purchased five sheep from Kikuyu farmers from Maiella trading centre. Other Kikuyu butchers bought three sheep from Maasai herders at the Maiella livestock market on the particular day.</p> <p>A teenager of Maasai descent, who is associated with one of the reliable suppliers of livestock from Sakutiek, brought two sheep for sale at the slaughterhouse. A Maasai herder from Nkampani village brought the goat to the slaughterhouse for sale as well.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Maiella trading centre; Goigoi and Dry village markets</p> <p>Goat meat: Maiella trading centre</p>
06.05.2015	1C (heifer)	8S	<p>The heifer belonged to the Kikuyu slaughter man.</p> <p>Butchers came with their sheep. Some bought them the previous day in the livestock market at Maiella from different herders. A Kikuyu butcher purchased a sheep from a Maasai herder at Ol tepesi le Parsimei village.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Dry and Goigoi village markets and Maiella trading centre</p>
07.05.2015	No records. Researchers were on a short break			
08.05.2015	1B	9S;3G	<p>George, one of the Kikuyu brokers, was contacted by phone by a Maasai herder of Ol tepesi le Parsimei village to visit his home and purchase the bull. However, the two fell out over the price. On his way back to Maiella, George met a Maasai herder and his long-term friend who offered to sell him a bull. This particular bull cost him only €200 and was later sold for almost twice as much. This was George's "big day". To commemorate it, he bought his friends beer, and was drunk at the time of the interview.</p> <p>Kikuyu butchers purchased the goats from Maasai herders who had brought them for sale in the Maiella livestock market. A Maasai herder from Mpeuti village brought two sheep to a Kikuyu butcher at Maiella trading centre.</p>	<p>Beef: Maiella trading centre.</p> <p>Mutton: Goigoi and Dry village markets, Maiella trading centre</p> <p>Goat meat: Maiella trading centre</p>
09.05.2015	1B	7S	<p>The bull belonged to the slaughterman.</p> <p>Kikuyu butchers bought the sheep from herders at the Maiella livestock market the previous day.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Maiella trading centre</p>
10.05.2015	No animal was slaughtered on this date			
11.05.2015	2	8S; 3G	<p>A Kikuyu butcher bought a bull from a Kikuyu farmer from Maiella trading centre. Another Kikuyu butcher bought the other bull from a Maasai herder from Ng'ondi village.</p> <p>Two motorbike operators allied to one broker from Enoosupukia brought the sheep to the slaughterhouse on this particular morning. A Maasai herder from Nkampani village supplied the goats to a Kikuyu butcher.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Maiella trading centre and Dry village market</p> <p>Goat meat: Maiella trading centre</p>

12.05.2015	1B	9S;4G	<p>A Maasai neighbour contacted his Kikuyu ally and broker by phone. The broker visited the home of the seller and purchased the bull.</p> <p>A teenage herder of Maasai descent from Sakutiek brought two sheep to the slaughterhouse after prior arrangement with a Kikuyu butcher. Kikuyu butchers bought seven sheep from Kikuyu farmers from Maiella trading centre, and two sheep from the Maiella livestock market.</p> <p>A Maasai herder from Kimondi village (Sakutiek area) brought the goats to a Kikuyu butcher following prior arrangements for the delivery.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Goigoi and Dry village markets; Maiella trading centre</p> <p>Goat meat: Dry village market and Maiella trading centre</p>
13.05.2015	2B; 1C	7S; 2G	<p>The owner of the cow, a Maasai herder, claimed that it was infertile and thus had to sell it. A Kikuyu broker brought two bulls from Ng'ondi village. They were purchased from Maasai herders.</p> <p>Mandevu, a Maasai supplier of small stock, brought four sheep to a Kikuyu butcher from his farm in Enoosupukia. Kikuyu butchers from Maiella livestock market purchased the other three while the two goats were purchased from a Maasai herder of Nkampani village.</p>	<p>Beef: Kamere market, Maiella trading centre</p> <p>Mutton: Maiella trading centre</p> <p>Goat meat: Maiella trading centre</p>
14.05.2015	No animal was slaughtered on this date			
15.05.2015	1C	7S; IG	<p>A Maasai herder of Dry village contacted a Kikuyu broker by phone to visit his home and purchase a cow that looked sickly.</p> <p>A motorbike operator delivered two sheep on the orders of a broker of Enoosupukia. Kikuyu butchers bought three sheep from Kikuyu farmers from Maiella trading centre and another two from the livestock market at Maiella. The goat was purchased from a Maasai herder at the Maiella livestock market as well.</p>	<p>The government veterinary officer inspected the beef and found it fit for human consumption. The intestines were disposed of.</p> <p>Beef: Maiella trading centre</p> <p>Mutton: Dry village market and Maiella trading centre</p> <p>Goat meat: Maiella trading centre</p>
16.04.2015	1B	8S;1G	<p>Musa, a Kikuyu broker who markets green maize, contacted one of the Kikuyu livestock brokers by phone to purchase his bull. Musa lives in Mpeuti village.</p> <p>A son to one of the Maasai suppliers of small stock in Nkampani village delivered two sheep and a goat to the slaughterhouse following arrangements between the father and a Kikuyu butcher. Individual Kikuyu butchers brought the other sheep for slaughter.</p>	<p>Beef: Maiella trading centre</p> <p>Mutton: Goigoi and Dry village markets; Maiella trading centre</p>
17.05.2015	4	5S	<p>Letasim, one of the Maasai herders and a supplier of livestock from Sakutiek, brought one bull to the slaughterhouse following prior arrangement with Kiragu, a Kikuyu butcher. Chuma, a Maasai supplier of bulls called the Kikuyu slaughterman to visit his home in Mpeuti to purchase a bull. A Maasai</p>	<p>Beef: Kamere market and Maiella trading centre</p> <p>Mutton: Maiella trading centre</p>

			broker delivered the other bulls to the slaughterhouse.  Two Kikuyu butchers brought the sheep and goats to the slaughterhouse from their homes (they owned them).	
18.05.2015	0	12S;3G	Kihara and Mandevu, two Maasai herders and suppliers of livestock, brought two sheep each from Enoosupukia area. Joseph, a Kikuyu farmer from Maiella trading centre, brought two sheep to Baba Jane, a Kikuyu butcher. Kikuyu Butchers bought the other sheep and the goats from herders in Dry village and Maiella trading centre.	Mutton: Goigoi and Dry village markets; Maiella trading centre
19.05.2015	1B	0	The bull belonged to one of the Kikuyu butchers.	Beef: Maiella trading centre
20.05.2015	No records. Researchers were on a short break			
21.05.2015	The government vet officer was not present on this date. Hence, no animal was slaughtered.			
22.05.2015	2B	9S	One bull belonged to a neighbour of the Kikuyu slaughterman who offered to sell it to him. A Maasai herder from Sakutiek brought the other bull following previous arrangements with a Kikuyu butcher.  Kikuyu butchers bought four sheep from Maasai herders at the Maiella livestock market. A Maasai herder from Enoosupukia brought three sheep to the slaughterhouse for sale. Kikuyu butchers from Dry village brought two other sheep to the slaughterhouse.	Beef: Kamere and Maiella trading centre  Mutton: Dry and Goigoi village markets; Maiella trading centre
23.05.2015	1B	3S; 1G	The bull belonged to the slaughterman's brother in law who was in need of money to pay school fees for his child.  Kaiyoro, one of the Kikuyu butchers, send his two workers to Baba Lii, a Maasai herder of Enoosupukia, to bring three sheep, which he had purchased a few days prior to this specific day. A man who was identified as being of Kisii descent brought a goat with a broken leg to Kaiyoro's butchery for sale.	Beef: Kamere market; Maiella trading centre  Mutton: Maiella trading centre  Goat meat: Maiella trading centre
24.05.2015	No animal was slaughtered on this date			
25.05.2015	1C	11S	The cow was not mature enough but the owner, a Kikuyu farmer, was in need of money to attend to a hospital emergency, thus prompting the sale.  Kikuyu butchers bought five sheep from the livestock market at Maiella the previous day. Two Kikuyu butchers from Dry village market brought four sheep to the slaughterhouse, and Kikuyu butchers purchased the rest from individual Kikuyu farmers of Maiella trading centre.	Beef: Maiella trading centre  Mutton: Dry and Goigoi village markets; Maiella trading centre
26.05.2015	1B	0	The young bull was notorious for fighting other bulls in the herd. As a result, the Kikuyu owner decided to sell	Beef: Maiella trading centre

			it. He contacted the slaughterman on phone.	
27.05.2015	1B	9S	This was an immature bull. The lack of supply of bulls for the day forced a Kikuyu butcher to salvage the situation by bringing this young bull to the slaughterhouse.  Kikuyu butchers brought their own sheep for slaughter.	Beef: Maiella trading centre  Mutton: Goigoi and Dry village markets; Maiella trading centre
28.05.2015	1B	4S	A Kikuyu butcher had bought the bull from a Maasai herder from Ol tepesi le Parsimei during the dry season. He "fattened" it at home through zero grazing until it was fit for slaughtering.  Kaiyoro, a Kikuyu butcher, owned the four sheep. There was no supply of sheep on this particular day, thus he opted to bring his own for slaughtering.	Beef: Maiella trading centre  Mutton: Maiella trading centre
29.05.2015	The government veterinary officer was absent on this date. Hence, no animal was slaughtered			
30.05.2015	1C	7S	A Kikuyu farmer from Maiella trading centre exchanged his Friesian female calf for a traditional local breed of a mature cow belonging to a Maasai herder of Nkampani village. The exchange followed a few days of visits to inspect both animals. The Kikuyu farmer then brought the cow for sale at the slaughterhouse.  Kikuyu butchers had purchased the sheep from Maasai herders at Maiella livestock market the previous day.	Beef: Maiella trading centre  Mutton: Maiella trading centre
<b>TOTAL</b>	<b>Bulls - 46</b>  <b>Cows - 7</b>	<b>Sheep - 253</b>  <b>Goats - 25</b>	<b>331 head of livestock were traded and slaughtered in 37 days</b>	

(Source: field data, 2014)

As shown in Table 9, a total of 331 head of livestock (bulls, cows, sheep, and goats) were traded and slaughtered at Maiella trading centre within the month (April-May 2015). Out of the animals traded, 14% (46) were bulls, 2% (7) were cows, 76% (253) were sheep, and 8% (25) were goats. Several factors account for the disparities in the number of livestock traded and slaughtered.

The climate (mostly cold) is conducive to rearing sheep, as opposed to goats, which do well in warmer areas. Consequently, the majority herders do not keep goats in the studied area, except in the warmer villages (e.g. Nkampani, Ol tepesi le Parsimei,

and Olosho Iole Kaloi). The good supply of sheep has also influenced the preference of mutton in the diets of many consumers.

As noted before (in this chapter), herders prefer not to sell cows. Cows are preferred for procreation to grow herds, and for milk. Milk is an important source of income (through trade) and contributes to household diet. As shown in Table 9, and discussed previously, the cows slaughtered were either sick or infertile. Some were sold out of need for money to attend to important obligations.

In general, small stock (sheep and goats) constitute the largest percentage of the livestock traded. The increasing conversion of pasturelands into intensively cultivated landscapes has progressively reduced herding spaces, making it difficult to support large cattle herds. As a result, farmers and herders do not wish to keep large herds of cattle (and even small stock) owing to the problem of space and possible herder-farmer conflicts.

The table also shows that livestock were slaughtered almost every day during the period of the study. When animals were not slaughtered on any particular day, it meant that meat from the previous day was still available for customers. Additionally, there may have been hindrances in the supply of livestock or in the consumption of meat, sometimes due to a heavy downpour, which could have obstructed supply or prevented customers from going to Maiella trading centre. The absence of livestock for slaughter is quite rare, but is possible, given the unpredictable channels through which butchers source livestock. Additionally, as shown in the table, slaughtering does not take place when the veterinary officer is absent.

The growth of livestock trade is largely a recent phenomenon. This follows the growing number of customers, most of whom are migrant workers or other people engaged in farming activities or other businesses in Maiella and Enoosupukia. As already noted, this rapid growth signifies a strong state of recovery for a market that had collapsed two decades ago. Actors in this local livestock food system seem quite pleased with the economic gains obtained so far and the social relationships nurtured through time, and would very much like to maintain the state of affairs.

As shown in the table and in the previous discussion, a wide range of cross-cutting networks and conflicting loyalties emanate from livestock trade. Livestock trade is not merely an economic venture but is richly embedded in social capital, thereby nurturing a Maasai/Kikuyu partnership, which has traversed and transgressed perceived (or real) social boundaries. Indeed, livestock trade becomes a complex

network of interactions between Maasai and Kikuyu interconnected with shared aspirations of commerce and social prosperity, where actors have little concern with the identities of their alliances.

Notably, actors refrain from any form of discrimination, which may take the form of negative ethnicity. The success of this local food system principally depends on the loyalty that actors accord one another and the depth of trust, sometimes expressed through credit relations. Moreover, the slaughterhouse provides space for the sale of livestock which are physically impaired or infertile, thereby reducing the risks of death or loss.

A rather striking feature shown in the table is the possibility for Maasai herders to engage in barter trade with their Kikuyu neighbours in order for the Maasai to enhance their livestock breeds (see 30.05.2015 in Table 9). Such networks and opportunities are examples of social obligations and reciprocal exchanges, which shape a society with specific values and aspirations.

Each actor is important in the functioning of the livestock food system. The discussed social-economic interactions enhance social solidarity between the groups studied. Negotiations and conflicting loyalties encourage social control necessary for peaceful coexistence. Indeed, actors denounce intercommunity violence, fearing the possible breakdown of trade and of interpersonal ties that have taken much effort to restore. Social relations develop and bind individuals and groups for mutual economic benefit.

The next chapter (Chapter 7) presents an unusual form of trade and alliance between Maasai and Kikuyu: an emerging trend in hairdressing among Maasai women and girls, a vital market for Kikuyu-run salons at Maiella trading centre.

## CHAPTER 7: Hairdressing and cross-cutting ties in a Maasai/Kikuyu context

A common portrayal of an idealized Maasai woman in the media and in scholarly work depicts her wearing traditional *shuka* (red robes) and adorned with a wealth of necklaces. The beaded ornaments worn in the stretched ear lobes complement a shaved head. Shaving heads among Maasai women is an age-old practice with symbolic meaning (see Coast, 2001). Traditionally, Maasai women shave their heads bald to symbolise childbirth and, sometimes, in accordance with membership of a particular age group.

Nowadays, however, a considerable number of Maasai women prefer to grow and keep their hair long or to wear artificial hair on their heads, contrary to their tradition, and probably to keep up with modern trends. In the studied area, the majority of these fall in the 20- to 40-year-old age category. Some suggest that hair has nothing to do with childbirth or infant growth and development, while the more independent individuals, a few of whom are employed or doing business, want to free themselves from such traditions that represent symbols of an idealized patriarchal system in some ways, like female circumcision.

Notably, influence from the neighbouring Kikuyu community contributes to the change of attitude and style. In this chapter, I describe the cross-cutting ties resulting from hairdressing in a Maasai/Kikuyu context. By utilising an extended case study, the chapter discusses data collected from the busiest hairdressing salon located in Maiella trading centre, where both Maasai and Kikuyu women seek hairdressing and beauty services.

How does contemporary hairdressing, using modern hairdressing equipment and chemicals, influence the attitudes of Maasai and Kikuyu towards one another, and how do cross-cutting ties in the business enhance social solidarity? The case study of Sharon's salon at Maiella trading centre helps to answer this question.



Photograph 11. Shaved heads, an age-old practice among Maasai women, which persists to date especially among elderly women (photograph by author at Inkisanjani primary school, Kajiado county, November, 2015).



Photograph 12. Maasai women with natural and artificial hair. Modern hairdressing is common among women of the younger generation (photograph by author at Inkisanjani primary school, Kajiado county, November, 2015).

Sharon is a Kikuyu woman aged 30 whose hairdressing services at Maiella trading centre have carved her a market niche with a female clientele of both Maasai and Kikuyu descent. The choice of Sharon's salon for this study was informed by months of observation, paying attention to the flow of clients and interactions on the premises. The case study follows two months of data collection between April and May 2015, much of which is presented in Tables 10 and 11. My assistant Sarah Nyanjui and I visited Sharon's salon for about sixty days consecutively. The aim of the daily visits was to collect data on the number of clients visiting the salon, the

clients' ethnic backgrounds and origins, the services sought by individual clients, and the mode of payment used.

We also recorded conversations between Sharon (and her employees) and the clients. We were especially interested to find out about the relationships that exist beyond the salon premises, and what such relationships mean for the business and for the actors involved. Evidently, various social networks transcend the economic environment of hairdressing and arguably tie actors into friendship solidarity, reciprocity, and loyalty. Notably, Maasai women, among them a few high school and college students, constitute an important client base for Sharon's hairdressing business.

### **Sharon's biographical details, and the hairdressing business**

Sharon was born in Tigoni, Limuru in 1986. She got married in 2007 to a Kikuyu man who was living in Maai Mahiu, Naivasha (see Figure 4). The husband had just completed a course in veterinary services and wanted to try his hand in the veterinary business. After exploring possible market niches, the couple decided to open a veterinary shop in Maiella trading centre to supply livestock and agricultural products and services to the herders and farmers in the region. They left Maai Mahiu for Maiella in 2008, covering a distance of about 80 kilometres. This was the period when the Rift Valley was experiencing massive politicised violence partly aimed at removing Kikuyu migrants from areas perceived to belong to other groups.

Nevertheless, the 2007/2008 post-election violence did little to prevent this young couple from pursuing a dream.

By 2011, the business had attracted hundreds of Maasai and Kikuyu clients. It is then that Sharon enrolled for practical training sessions on hairdressing at Celina's salon, which was adjacent to the veterinary shop. After a year, Sharon successfully completed her course and was employed at Celina's salon. Her customers, the majority of whom were women of Maasai descent, regarded her skills in hair blow-drying highly. Her efforts as a trainee saw her create a pool of customers.

In 2012, Sharon's boss, Celina, opted to convert her salon space into a boutique. Sharon saw this as a good opportunity to run her own salon. She purchased Celina's hairdressing equipment and rented a small *mabati* (corrugated iron) house of about 5m<sup>2</sup>, which was strategically located next to her husband's veterinary shop.

Therefore, Sharon's clients found it easy to find her new premises. In fact, the veterinary shop helped to market Sharon's new venture, as the husband directed many of his clients (both men and women) to the salon. The men would later refer their wives and daughters to Sharon.

Soon after opening the salon, Sharon informed us that she was receiving at least 10 Maasai women and 15 Kikuyu women on a weekly basis. During the study, we found out that the number of Maasai females who sought Sharon's services on a weekly basis had quadrupled while the number of Kikuyu women doing so had doubled.

Sharon's Maasai clients include teachers, farmers, and traders. While the majority of Maasai women prefer Sharon's services at Maiella, some Kikuyu counterparts, most of whom earn an income from formal employment or business, prefer to seek hairdressing services in Naivasha town. By doing so, Maasai clients avoid transaction costs (bus fares) to Naivasha town, while some Kikuyu businesspersons seek to expand and enrich their networks in Naivasha town. Some just want other members of society to perceive them to be hardworking individuals because they are able to afford frequent trips to Naivasha town – there is some symbolic capital associated with travelling in these communities.

However, Sharon's skills and the relationships she nurtures with her clients, often by extending credit services and negotiable prices, puts her business in an advantageous position. Therefore, she continues to attract new clients while retaining older ones.

Just like any other business, there are good days and bad days. A good day for Sharon is one where she is able to attend to many clients. This is not always the case. Sometimes her clients are seasonal. Following abundant rainfall and good harvests, Sharon attends to many customers, thereby making good profits. This means that the majority of clients have enough to eat at home or to sell and so they can spare some money for hairdressing.

During dry periods, however, the livestock and farming economy shrinks, forcing actors to save money for restocking herds or for buying food. At those times, Sharon will mostly depend on her salaried clients or those whose activities do not involve livestock or crop production. Notably, droughts translate to bad credit. According to Sharon, during droughts, the majority of customers who seek credit facilities for hairdressing take a long time to repay their debts, and some may simply disappear. Based on observation, some clients clear their debts to appease Sharon so that they

can seek fresh credit on hairdressing (records of credit and repayment of debts are shown in Table 11). However, customers who do not clear their debts are not eligible for future credit, as discussed below. Similarly, prolonged heavy rains also contribute to poor returns from the business because rainfall usually prevents customers from visiting Maiella trading centre.

Nevertheless, during market days (Tuesdays and Fridays), weekends, and prior to a social event in a village (wedding, burial, circumcision ceremony etc.), the number of customers exceeds the small space of the premises. Some clients patiently sit outside the salon to wait for their turn, while others book their services when the number of customers reduces. Some may reschedule their visit.

Nowadays, clients make reservations via mobile phones or directly by word of mouth when they visit the salon. However, circumstances may force some to be impatient – like the need to attend a wedding or a funeral. To ensure that she attends to as many customers as possible, Sharon employed six of her eleven trainees. At times, Sharon is forced to hire the services of trusted friends who may not have a large inflow of customers in their own premises. However, especially some Maasai customers demand to be attended by Sharon only, and if she is busy, some leave. She may persuade them to reschedule, but this will not work when the clients are preparing to travel or to attend an important ceremony like a burial or a wedding event.

Apart from her prowess in hairdressing, Sharon relies on her clients to market her skills to their friends and family through word-of-mouth. She calls it “network marketing”, relating it to Jesus, who only used a few disciples to spread the gospel to the entire world. In an interview, Sharon noted that polygyny among the Maasai was indeed a blessing for her salon. She explained:

Maasai men have several wives. When I beautify the hair of one of the wives, she will boast to the co-wives. The other wives and their daughters will then beg her to refer them to my salon. When they come, they insist on having a similar hairstyle to the one the person who referred them to this salon had.

Furthermore, Sharon has made friends with both Maasai and Kikuyu customers through time, which often transcends the hairdressing business. Especially some Maasai women invite her to attend social events like celebrations of childbirth, fundraising drives, weddings, and circumcision parties. These friends introduce Sharon to their network of friends and family in attendance, most of whom eventually become her customers. Often, Maasai clients award Sharon with hairdressing

contracts, for instance, to attend to brides and their friends prior to a wedding. She noted:

If a wedding is on Saturday, I can receive about 30 customers on Thursday and another 25 on Friday. My six employees are not enough during such busy days so I hire the services of other hair stylists in Maiella who may not be as busy.

Customer satisfaction is key to client retention. Therefore, to be able to deliver the best services and to conduct themselves professionally, Sharon trains her employees in business etiquette, tailoring this to the local context. During the study, she fired two of her hair stylists who were accused of gossiping about one of her reliable Maasai customers. According to Sharon, each employee should strive to create a client base of her own. This goes beyond perfecting hairdressing skills to nurturing good relations with customers as well. A few employees already have a firm client base. However, Sharon insists on inspecting her employees' work to ensure the satisfaction of her customers.

Sharon's Kikuyu friends also market her skills to their Maasai friends. One day, Jane, a Kikuyu woman who operates a corn-mill, brought her Maasai friend to the salon. The two met when Jane rented a piece of land for cultivation from the friend's Maasai husband. Jane met this long-term friend at Maiella trading centre and decided to reward their friendship by having Sharon attend to her hair. Later that week, the Maasai woman brought two of her friends to Sharon for similar services.

Hairdressing prices are negotiable. The most expensive hairstyles range between KES 1,000 (€10) and KES 1,500 (€15). Maasai women often seek these. They equate expensive hairstyles to respect and admiration. As shown in Table 11, the majority Kikuyu spend at least KES 700 (€7) on hairdressing. As shown in the table, hair blow-dry costs KES 1,200 (€12) and *matuta nne* (a simple hairstyle), KES 80 (€0.80).

Payment for hairdressing is flexible. In most cases, Maasai women who seek Sharon's services rely upon their husbands to clear their bills, sometimes after a successful sale of livestock in the market. Sharon explained:

When a customer comes, we assist her to find the most appropriate hairstyle, which suits her budget. We then proceed to do her hair hoping that she has money. However, most clients never reveal that they have no cash with them. Once her hair is done, she will sit in the salon to wait for the husband to come and clear the bill. One day, ten Maasai women came here early in the morning to seek my services. Later on, they sat in the salon and began to chat while

waiting for their husbands to come and clear their bills until late in the evening. Their husbands tell them to wait in the salon.

The frequency of visits by Maasai women to the salon is higher than that of their Kikuyu counterparts. According to Sharon, many Maasai women have not yet learned how to care for their hair to make it last long. The majority do not take heed to the advice to apply hair chemicals. In the interest of displaying their beautiful hair, some will not mind the dirt the hair accumulates as they weed or collect firewood in the forests. They want to show off their hair to friends as a statement that their husbands, who pay for hairdressing, are caring. It also indicates that both husband and wife are “enlightened” and on good terms.

Sharon noted that a Kikuyu woman might keep the same hairstyle for up to two months while a Maasai woman may frequent the salon every two weeks. However, it is problematic to categorise such observation in relation to ethnicity or to generalise it. To improve their confidence, Sharon and her employees praise the looks of their customers after attending to them. During the study, it was common to hear, “Wait until your husband sees you!”; “You look young for a woman your age, the old look that you came with is now gone after this wonderful hairstyle”; “Your friends will not even recognize you”.

When asked to describe her relationships with her clients, Sharon said that they are like her own sisters. She revealed that some Maasai clients open up to her, especially about their marital problems. “We talk about alcoholic husbands, ‘bedroom’ matters, personal grooming, and inheritance disputes, among many other issues”, she noted.

More importantly, Sharon advises her Maasai customers on family planning and the spacing of children. During the study, a Maasai friend visited the salon after a few months of absence – she had given birth. A discussion ensued that circled around the use of Norplant<sup>94</sup> for family planning.

“These people [doctors] lie to us that we cannot get pregnant while breastfeeding” she complained as Sharon continued to blow-dry her hair. “I don’t know what to do and Baba Faith [husband] does not want to give me a break”, she continued as they all burst out in laughter. However, the client was happy that she had finally given

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<sup>94</sup> Norplant is a long-acting hormone that is inserted under the skin and prevents conception for up to five years (<http://medical-dictionary.thefreedictionary.com/Norplant>), see also Reich and Frost (2008)

birth to a boy. She explained that the husband had threatened to marry another wife to bear him sons. Nevertheless, she complained that it was still too soon to have a baby after the last one.

The use of Norplant or other family planning methods still faces strong cultural constraints. In fact, it appeared as though the woman was not as afraid of the procedure itself as she was of the possibility that her husband would get wind of her decision to consider the procedure in the first place. She actually did not know how to convince her husband to consider the somewhat alien idea in a patriarchal society where it is socially appropriate to have many children.

“Some say that it makes them weak sexually and worry that their men will look for other wives; others say that those who use such ‘things’ may never get children in the future... my husband wants more children, you know”, she continued, referring to myths associated with Norplant.

However, a moment of silence followed when Sharon suddenly rolled up her sleeve to reveal where her Norplant rods were implanted. Henceforth, the Maasai woman paid attention as Sharon advised her to visit the doctor and consult the latter more about the matter: “Sometimes women have to keep their secrets to themselves, because men also rarely share their secrets with us”, advised Sharon when the client continued to worry about the husband’s reaction if he knew that she had undergone the procedure.

Apart from family planning “lessons”, Sharon has also managed to convince another Maasai client to approach her husband and talk about his intention to marry a second wife without her consent. Apparently, the woman in question feared that the new wife could disturb the peace in the family and probably complicate inheritance matters. Sharon coached her client to convince the husband to allow her participation in the search for a co-wife in order to avoid possible marital disputes.

Moreover, Sharon has made it her duty to participate in both the good and the bad times that her clients experience. If any of her customers falls sick, she has to visit them, or at least to send a get-well message through her friends. Sharon also sends her sick clients materials such as sugar or beef. Similarly, she will visit a client with presents to celebrate childbirth. Sharon’s customers respond with a similar gesture. When they harvest crops, they share some portions with Sharon; when a cow gives birth, some milk is brought to her. These non-obligatory forms of sharing function to

cement both social and economic relationships. They also minimise notions of ethnicity while enhancing social cohesion.

The conversation below is between Sharon and a Maasai man. The man visited Sharon's salon to settle his wife's hairdressing bill. The couple live in Ol tepesi le Parsimei village. The man stood outside Sharon's salon and beckoned her to approach (very typical for most Maasai men). After short greetings, the man went right to the point:

Maasai man: Is it you who has done the hair of this one (pointing to his wife)?

Sharon: Yes, you see how smart she looks now.

Maasai man: How much is this (pointing to the wife's head)?

Sharon: One thousand six hundred shillings (KES 1,600/€16).

Maasai man: *Osho!* (surprised) That money is worth a mature sheep!

Sharon: (laughing) Ah no, there are other hairstyles that cost above two thousand Kenya shillings (€20).

Maasai man: Why then did you not plait her the one for two thousand?

Sharon: She loved this one; you see how it looks great on her?

Maasai man: Is there anyone inside the salon who has the hairstyle worth two thousand shillings?

Sharon: Only one, but she left already; another one will come tomorrow morning.

Maasai man: Fine, fine. Now for this one, I will pay one thousand (€10).

Sharon: (screaming loudly) *Wooi!* That is not possible. You know there is buying the hair products, cleaning, and even drying with electricity (blow-dry). If you count these you will notice that I am only getting a very small profit. Your wife becomes beautiful and I earn something small for my children.

Maasai man: So you cannot reduce this amount, even by one hundred shillings (€1)?

Sharon: I can give you a discount of fifty shillings (€0.50) because your wife is a good friend. However, I do not always give such discounts. You can even ask others – they will tell you that you are so lucky today.

Maasai man: So how much now?

Sharon: One thousand five hundred and fifty (€15.50).

Maasai man: Fine, and next time you plait her the one for two thousand shillings (€20) so that I can see.

Sharon: Good, you will see how smart she will look.

Maasai man: (paying)... And how many years will this hairstyle last before she can change it?

Sharon: (laughing) If she keeps it well, applies oil daily, it can last a month.

Maasai man: (after paying) Okay, is the doctor here? (referring to Sharon's husband who runs a veterinary shop next to the salon).

Sharon: Go right ahead, he should be there.

Table 10 shows a record of Maasai and Kikuyu clients who sought Sharon's hairdressing services in the months of April and May 2015. The actual number of clients is derived by computing two particular hairstyles, that is, "weave" and "application of hair chemicals". This is because the very clients may have also purchased "blow-dry" services or "additional hairstyling services or products" shown in the table.

Table 10. Maasai/Kikuyu hairdressing at Maiella trading centre in April and May 2015

Date/Month 2015	Type of service						Additional services/products	
	Weave		Application of hair chemical		Blow-dry		e.g. Hair clips/Buds, Jewellery	
	Maasai	Kikuyu	Maasai	Kikuyu	Maasai	Kikuyu	Maasai	Kikuyu
12.04	1	1		1	2	1	2	
13.04						2		2
14.04	7	1		1	6	2	10	2
15.04		3			1	4	1	2
16.04	2	4	1	1		3	1	
17.04	10	2	3		7	3	7	2
18.04	1	4			3	5	2	1
19.04	1	2		1	4	3	2	2
20.04	4	2			2	5	3	1
21.04	6	1			12	5	12	3
22.04	2	4			2	3	2	
23.04	2	2	1	2	2	4	5	3
24.04	9	2		1	12	4	7	1
25.04	1	3		1	2	3	1	1
26.04		1			2	1		
27.04	1	3		1	2	4	2	1
28.04	3	1				1		

29.04	1	2			2		2	
30.04	2	2	1		1	3	1	1
01.05	6	6		2	3	1	3	2
02.05	3	4	2		2	2	2	
03.05		1				2		1
04.05	2	3			1	2	1	2
05.05	3	1	1		6	2	3	3
06.05	1	2		1	3	3	5	1
07.05	2	3	1	2	1	3	1	
08.05	4	1		2	9	2	6	2
09.05	3	3			2	3	3	2
10.05		1				1		
11.05	1	2		1	2	2	2	
12.05	4	1	1		7	2	4	2
13.05	1	1			1	2		2
14.05	2	1		1	2	2		
15.05	4	2	1		8	2	6	2
16.05	1	2	1		4	3	2	3
17.05	1	1			2	3	1	
18.05	2	3		1	3	2	2	1
19.05	5	2	1	1	13	1	7	
21.05	2	3			1	3	2	3
22.05	3	1	1		6	3	4	2
23.05	3	2		1	2	4	1	3
24.05	1	3	1	1	2	4	1	3
25.05	4	1			1	3	3	2
26.05	6	2			12	3	7	1
27.05	2	1			1	3	2	1
28.05	2	3		2	3	3	3	2
29.05	7	2	1		12	2	10	2
30.05	2	2		1	4	4	2	1
31.06	1	3			1	2		1
<b>TOTAL</b>	<b>131</b>	<b>64</b>	<b>17</b>	<b>25</b>				

(Source: field data, 2015)

Based on the data provided in Table 10, a summation of the two main hairstyles shows that roughly 237 customers sought hairdressing services at Sharon's salon in about 50 days. On average, the daily customer flow is 5 clients, which puts the weekly average customer flow at 35 customers (Maasai and Kikuyu). The table also reveals that Maasai women are the dominant customers who seek hairdressing

services at the salon, at 62.45% (148 customers), while Kikuyu clients come second at 37.55% (89 customers).

Apart from attaching a great deal of social value to hairdressing, the number of Maasai clients is suggestive of the trust and the good relations they enjoy with Sharon. However, as discussed below, hairdressing also comes with some cultural barriers especially when a male hairdresser is hired to attend to Maasai women.

### **Male hairstylist in a Maasai context: cultural and moral barriers**

During the study, Sharon hired Sammy, a professional male hairstylist and a trainer at Maiella polytechnic. However, despite his excellent skills, particularly Maasai customers were not pleased with him. In contrast, Sharon's Kikuyu clients did not see anything wrong with a man attending to their hair. Married Maasai women equated Sammy with their own sons, whom custom forbids from infringing upon their parents' privacy. Radcliffe-Brown and Forde (1950) were influential in interpreting the social function of this form of behaviour in anthropology, which they refer to as "avoidance relationships".

Avoidance relationship is customarily based on respect rather than having a negative (or bad) feeling towards another person. In the context of this study, Maasai women also revealed the importance of patriarchy in such avoidance relationships. As one of them put it, "how would I explain to my husband if he found a man touching my head or feet? He will be so angry and will forbid me from coming to this salon".

Efforts by Sharon to convince her Maasai clients of Sammy's skills were ultimately unsuccessful. Some even complained that they could not be comfortable gossiping about their husbands in the presence of a man – suggesting that the salon gave them space to speak freely. However, Maasai women who were not yet married did not show much concern for the avoidance relationship. Nevertheless, in the interests of her clients, Sharon had to terminate Sammy's contract. Common knowledge especially when dealing with Maasai clients (just like other customers) holds that a dissatisfied client will pass this information to others, who may then refrain from seeking services from that particular premises.

## **Customer satisfaction**

Creating time for her customers is one of the most important factor that Sharon considers for customer retention and satisfaction. Sharon avails herself to her Maasai and Kikuyu clients when needed and may even cancel an important activity to attend to them. When a reliable client does not visit the salon for some time, Sharon calls them on the phone to find out their whereabouts.

A good number of Sharon's clients have young children. For a long time, Sharon faced difficulties while attending to clients who came to the salon with their babies. As a remedy, she bought a small bed and some toys for these babies. However, after a while, Sharon noted that the majority of Maasai women did not put nappies on their babies. As a result, the babies would defecate on the bed.

After noticing the unpleasant trend, Sharon began to urge the clients with babies to use nappies on them. However, some Maasai women insisted that their husbands forbid them to put nappies on babies, arguing that "nappies constrain babies by reducing their comfort". Nevertheless, Sharon successfully convinced some seven Maasai clients to adopt the practice, and hoped that they would influence many more in the future.

## **Credit relations in hairdressing**

Just as in the other economic activities discussed in previous chapters, hairdressing also comes with credit facilities. Sharon keeps a credit records book (Table 11) with names of clients and the amount of money owed to them. In most cases, some clients may settle a fraction of their bill and promise to pay the balance on a later date or sometimes in the future.

Sharon insists on writing the names of new clients who seek her services on credit. She may also perform some background checks to ascertain whether a client qualifies for credit. For instance, she might insist on knowing the origin, family members, and friends of the client. By doing so, Sharon can make follow-ups with these friends if such clients disappear without settling their debts. However, clients who have a long-standing relationship with Sharon, and those introduced to the salon by her close allies, are exempted from the credit records book. For this category, Sharon relies on the loyalty of her trusted customers.

Sharon's clients prove their credit-worthiness by settling their debts. Once they do so, she removes them from the credit book. Normally, she considers customers who often invite her to ceremonies and to their homes for parties and for women's groups as special. Sharon may propose to do their hair even when they had not planned to do so. "When you get money you will bring it to me; the most important thing is for you to look smart", she tells them.

The majority of Maasai customers prefer to settle their bills rather than access services on credit. Those who do not bring money with them would have arranged with their husbands to clear their bills already. The Maasai clients who visit the salon with money often carry specific amounts for particular hairstyles and may not want to incur more costs by accepting a different, more expensive hairstyle. However, should a trusted client prefer a hairstyle that costs more than the amount of cash she has immediately to hand, she can pay the money she has and then settle the balance in the future and before her next appointment.

Over time, Sharon noted that those clients who often sought services on credit were those who were independent; that is, the women who did not depend on their husbands to settle their hairdressing bills. These included teachers who earn a salary, and those in business. A businessperson, for instance, may promise to pay her debt after the sale of goods.

Table 11 shows a debtors' record obtained from Sharon's hairdressing business. It shows the dates when clients accessed hairdressing services on credit, their ethnic background, the type and cost of hairstyle, the down payment made, and the amount owed to specific clients. When a client clears their balance, Sharon makes a note by ticking next to the client's name. Some clients may pay their debts in several instalments, while the majority prefer to settle their debts in at least two instalments. The table also shows clients who made a down payment and did not return to clear their balance. Client names are listed as either Kikuyu or Maasai. While it is necessary to refrain from using labels that seem to reinforce ethnic identity, one must acknowledge the anthropological dilemma in describing people who still use the very labels but abhor the possible negative connotations in them.

Table 11. Maasai/Kikuyu debtors' record at Sharon's hairdressing business

Date of Debt	Client's Ethnic Background	Hairstyle	Cost (KES)	Down payment	Balance	Debt Status
05.08.2013	Kikuyu 1	Weave	650	400	150	Cleared
23.08.2013	Maasai 1	Pony	700	500	200	Cleared
18.09.2013	Kikuyu 2	Blow dry	120	0	120	Cleared
07.10.2013	Kikuyu 2	Mwongezo 1	600	500	50	Cleared (11.12.2013)
12.11.2013	Maasai 2	Mwongezo 2	900	700	200	Cleared
16.11.2013	Kikuyu	Blow dry	120	0	120	Cleared
11.12.2013	Maasai 3	Kinky	1,500	1,200	300	Cleared
11.12.2013	Maasai 1	Kinky	1,500	1,300	200	Cleared
11.12.2013	Kikuyu 2	Blow dry	120	80	40 + 50 for 07.10.2013	Cleared
21.12.2013	Maasai 4	Kinky	1,500	1,250	250	Cleared
23.12.2013	Maasai 5	Winnie	900	700	100	Not cleared
23.12.2013	Maasai 2	Kinky	1,500	1,100	400	Cleared
23.12.2013	Kikuyu	Rasta	650	500	150	Cleared
29.12.2013	Kikuyu 5	Mwongezo 2	900	500	400	Not cleared
29.12.2013	Kikuyu	Full palm	1,000	800	200	Cleared
03.01.2014	Maasai 6	Blow dry	120	0	120	Not cleared
21.01.2014	Maasai 7	Line piece	300	200	100	Cleared
28.02.2014	Kikuyu 10	Mwongezo 1	600	400	200	Not cleared
20.03.2014	Kikuyu	Rasta	800	500	300	Cleared
21.05.2014	Kikuyu 11	Blow dry	120	50	70	Not cleared
30.05.2014	Maasai	Brenda	1,800	1,500	300	Cleared
22.08.2014	Maasai 9	Mwongezo 2	900	0	900	Cleared
28.08.2014	Maasai 1	Mwongezo 2	900	700	200	Cleared
30.09.2014	Maasai 4	Mwongezo 1	600	500	100	Cleared
16.10.2014	Maasai 2	Half Rasta	1,000	800	200	Cleared
25.11.2014	Maasai 10 + child	Mwongezo x2	1,200	1,000	200	Not cleared
11.12.2014	Kikuyu 1	Weave	650	500	150	Cleared
19.12.2014	Maasai 3	Brenda half	1,300	1,000	300	Cleared
20.02.2015	Kikuyu 8	Blow dry	120	0	120	Not cleared
08.04.2015	Kikuyu	Mwongezo 1	650	500	150	Cleared
18.04.2015	Maasai 1	Pony	700	600	100	Cleared
04.05.2015	Maasai 2	Afro Kinky	1,600	1400	200	Not cleared

(Source: field data, 2015)

Table 11 shows that out of 32 clients who accessed services on credit, 24 (75%) of them cleared their debts. Only 8 (25%) had not managed to settle their debts at the time of the study. As shown in the table, specific numbers have been allocated to clients of interest to identify the number of times they accessed services on credit and their payment statuses.

For example, “Maasai 1” and “Maasai 2” accessed services on credit four times, while “Kikuyu 2” accessed credit facilities three times. According to Sharon, the three have proven their credit-worthiness by successfully clearing their debts. Sharon was confident that “Maasai 2” would settle her balance dated 04.05.2015. In the future, she does not intend to include these clients in her debtors’ book, since they have earned her trust.

“Maasai 3”, “Maasai 4”, and “Kikuyu 1” accessed services on credit twice, as shown in the table. They all managed to clear their debts. These have already earned themselves some trust for possible credit in the future. “Maasai 1, 2, 3, 4, and 10” live in Nkampani village. Out of these, “Maasai 10” had not cleared her debt at the time of the study. Especially the customers from Nkampani village consider Sharon an important member of their society – they frequently invite her to visit their homes. All Kikuyu clients except “Kikuyu 7” and “Kikuyu 5” live in Maiella trading centre. The latter are married to Maasai men and live in Sakutiek, which neighbours the study area. According to Sharon, “Kikuyu 7” brought “Maasai 6” to the salon. “Kikuyu 7” then assured Sharon that the Maasai friend would pay her debt within the month. However, the next time “Kikuyu 7” sought Sharon’s services, she found out that her friend had not even made a down payment, let alone cleared her debt. That time, “Kikuyu 7” accessed services on credit and made a down payment. However, she too has not settled her debt since.

Sharon began to send word to these two customers through their friends in Sakutiek to remind them of their debt. However, neither of them had shown up to clear their debt at the time of this study. Other examples of unpaid debts shown in the table include “Kikuyu 5”, “Maasai 5”, “Kikuyu 10”, and “Kikuyu 11”.

Interesting scenarios also occur. Take the case of “Maasai 9”. It was her first time visiting the salon. Neither Sharon nor her employees had met her before. She chose a hairstyle worth KES 900 (€9) (see Table 11). The client revealed later on that she had arranged with the husband to pick her up from the salon and to clear the bill after selling his sheep in the market. Unfortunately, the husband did not manage to sell

any sheep. Late that evening, he came to the salon dragging the sheep with a rope. He explained his frustration and told Sharon that he was a close friend of her husband, the veterinary officer. He then promised to bring the money himself to the salon or to give it to Sharon's husband the next time he visited Sakutiek for work. Later on, the man gave Sharon's husband the money.

### **Cultural beliefs: “plastic teeth” and “dirty saliva”**

In early 2014, Sharon gave birth to her second baby girl. She took two months' leave from her normal salon activities. After this short break, she resumed her work but she had to bring the baby along. After a week, she noticed that the baby had developed some strange restlessness and appeared to be suffering from a lot of pain. During the week, one of her Maasai clients visited the salon and was concerned about the condition of the child. Sharon explained that the doctor had examined the baby and had not diagnosed any ill health.

The Maasai client asked to check whether someone had “given” the child “plastic teeth”. This is a belief that someone who possesses supernatural powers may have caused the baby to develop premature teeth. The person could have done so consciously or unconsciously by simply staring at the baby or uttering some words about its beauty. Community members consider people with such supernatural powers to be in possession of *mate chafu* (Swahili for “dirty saliva”).

After washing her hand, the Maasai woman put a finger inside the baby's mouth and confirmed her guess. The baby had developed two premature premolars, which must have been causing her the pain and endless crying. She exclaimed:

These are plastic teeth. Someone with *mate chafu* must have seen this baby. If left unattended, the pain may even kill this baby...I know an old woman in Nkampani village who revokes such spells.

Sharon tried to persuade her client to accompany her to this old woman (witch doctor) but instead she directed Sharon to the witch doctor's home. The following day, Sharon went there to seek help. The witch doctor used some herbs and performed some rituals on the baby to revoke possible spells in the future<sup>95</sup>. She also revealed the identity of the one who had cast the spell – one of Sharon's clients. Sharon chose not to reveal the identity of the culprit to her employees and her clients

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<sup>95</sup> Notwithstanding the fact that babies can actually develop their first teeth as early as their third month.

because she had no possible way of confirming the witch doctor's claims except to ask the person directly, which could have affected her relations with other clients.

In conclusion, hairdressing, just like land rentals and intermarriage, involves a wide range of material and non-material (social) exchanges and relationships that transcend the commercial business environment and give shape to locally contextualised forms of trust and loyalties. Generally, material and social exchanges give economic transactions a strong social meaning and promote a cohesive social fabric between Maasai and Kikuyu. Such relationships and their cohesive effect have strong basis in anthropological and sociological theory and particularly within the reciprocal exchange and social exchange theories (Blau, 1964; Malinowski, 1922; Mauss, 1925). However, the debate in Anthropology has been how to distinguish non-market exchanges from commodity exchanges and the manner in which they articulate with the market exchanges (see Gregory, 2001: 5039). Widlok's distinction between sharing, exchange, and reciprocity provides a better understanding of non-market transfers (Widlok, 2013). In the case under consideration, social relationships and business enterprises complement one another.

Sharon's case is only a single example of the social significance of a multi-ethnic economic environment. Trade brings Maasai and Kikuyu together in shared spaces and embodies multiple virtues of trust, respect, reciprocity, and related cross-cutting ties. Indeed, similar business enterprises including veterinary services, shops, hotels and bars, and trade in food products exemplify similarly interesting networks of relationships between Maasai and Kikuyu. These networks of relationships encourage solidarity and peaceful coexistence.

Just as in land rentals and livestock trade, credit relations in hairdressing demonstrate the depth of trust between Maasai and Kikuyu, which help to strengthen social-economic ties in the studied area. However, it is important to note that hairdressing still faces some cultural constraints in Maasai society. Some associate it with loose morals, and others see hairdressing as a form of erosion of tradition. However, a good number consider hairdressing part of the inevitable social-cultural transformations brought about by the market economy and through the influence of other groups. The decision to maintain long hair or to use artificial hair to enhance one's beauty in the Maasai community is mainly an individual one as much as it is a collective one through peer pressure.

The preceding chapters (chapters 4, 5, 6 and 7) reveal the multiplex character of cross-cutting ties. Ties and networks transcend the immediate reasons for which they are created, building a society in which alliances, loyalties, and both symbolic and social capital help to foster and sustain peaceful relationships between Maasai and Kikuyu as actors appropriate mutual benefits from local and national markets, often without limitations of ethnicity or prevailing social-political dynamics. Those chapters especially reveal the role of agency in transforming a formerly violent setting into a social situation characterised by intercommunity exchanges. Through such networks, Maasai and Kikuyu are able to share not only resources but also the market space where meaningful interactions emerge.

The next chapters (chapters 8 and 9) shift the focus to the non-violent resolution of disputes and conflicts in the studied area. The chapters show how networks of relationships between Maasai and Kikuyu help to prevent and resolve disputes and conflicts without recourse to violence as a negotiating tool or as a means to protect and control resources. Peaceful relationships in a society are not necessarily devoid of interpersonal competition and conflicts, with possible violent scenarios. Indeed, peace is not necessarily the absence of conflict or violence.

## CHAPTER 8: Institutional innovation and peacebuilding: local peace committees and *Nyumba Kumi*<sup>96</sup>

This chapter frames peacebuilding in Kenya and the studied area with reference to local peace committees and *Nyumba Kumi*. Thereafter, chapter 9 presents a dozen narratives highlighting how these institutions attend to different disputes that form the social order in the studied area, and the constraints faced.

Security is a shared mandate of all people living in Kenya. The first rule of security is vigilance...we must all embrace *Nyumba Kumi* (President of Kenya, 20.10.2013)

Let us not give criminals space to operate...this will be achieved through the recently established *Nyumba Kumi* initiative (President of Kenya, 20.10.2014).

This is a dispute between neighbours and can be handled at home with the assistance of the local peace committee. There was no need for John [a Kikuyu farmer] to drive a hundred cattle [belonging to a Maasai herder] to the police station. He should have raised his complaint with his local peace committee first. We request you [police] to refer this matter back home so that we can try to resolve it there (local peace committee chair, Enoosupukia, March 2014).

These statements capture Kenya's recent adoption of a collaborative/participatory approach for the peaceful resolution of conflicts and prevention of crime. Drawing from the institutionalist perspective, this chapter will explore the role of Local Peace Committees (LPCs) and the *Nyumba Kumi* (community policing) initiative in the prevention and peaceful resolution of disputes and conflicts in the south of the Kenya's Rift Valley. The chapter seeks to address two related questions outlined in the introduction:

- a) How are rules (institutions) developed in the face of changing human-environment relationships, and in what ways has the recent effort by the State to "implant" grassroots-level institutions affected the management of conflicts and crime?
- b) Under what circumstances can LPCs and *Nyumba Kumi* contribute institutional support for peaceful conflict management and crime prevention?

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<sup>96</sup> The chapter builds on a journal article, "Local peace committees, *Nyumba Kumi*, and the formal security sector in hybrid governance arrangement for conflict resolution and crime surveillance in Kenya", which is under consideration for publication in the *Africa Spectrum* journal.

At the beginning of this thesis, I emphasized that cross-cutting ties and conflicting loyalties may not necessarily prevent the occurrence or escalation of disputes or violent conflicts. The social and economic significance of cross-cutting ties and conflicting loyalties, as discussed, helps to nurture social control, and possibly to transform attitudes towards violence, by reducing the ethnic notions of “us” versus “them”.

While networks of relationships play an essential role in enhancing peace in multi-ethnic contexts, they also have the potential to generate tensions and conflicts. In the context of this thesis, alliances create opportunities for negotiations, discussions, and compromises necessary for conflict resolution, but they may not necessarily guarantee mutually acceptable settlements or lasting agreements.

Disputes and conflicts are integral to the social order in shared social and ecological spaces. What matters most is how actors prevent, pacify, and/or resolve small-scale disputes at the local level in order to prevent their escalation into large-scale situations where people begin to fight each other. Therefore, while cross-cutting ties and conflicting loyalties are crucial in mixed communities, the value of rules and laws to sanction behaviour at the grassroots level, cannot be underestimated. It is important to emphasize that the methods, mechanisms, strategies, or norms that actors apply in dispute resolution could possibly strengthen or alternatively lead to the breakdown of good relations between disputants or between their friends, their family members, or affiliates.

In the Maasai/Kikuyu agro-pastoral borderlands on the fringes of Lake Naivasha basin, Local Peace Committees (LPCs) and *Nyumba Kumi* Committees (NKC) have gained considerable prominence in the last decade, for rendering themselves useful in the prevention and nonviolent resolution of local disputes that arise due to differences in sentiments or emotions. This chapter will show that the current setup of the neo-traditional institutions includes women and youth, unlike previous councils of elders, which in the nineteenth and twentieth centuries were mainly composed of male elders who exercised authority over native groups.

Nowadays therefore, society members irrespective of age and gender (superficially) share in decision-making processes regarding local affairs. In some cases, communities have made efforts to integrate LPCs and NKCs into their overriding social structure and age-set organization. Such “grafting” of contemporary LPCs (or new rules) to an existing body of traditional rules (defined by councils of elders) does

not always work, and it could end up creating social stratification and related problems, as discussed later in the chapter.

Through case-oriented examples, the chapter will demonstrate how LPCs and NKC resolve disputes at the local levels, and their lack of capacity to handle complex situations or conflicts that are characterised by politicised opinions and ideas. It will also reveal the complexities that affect Kenya's devolved peace and security apparatus, which are typical for institutional synergies largely guided by co-management ideas.

The chapter builds primarily on data derived from focus group discussions (FGDs), involving LPCs in 3 villages of Enoosupukia Location, with 33 members, 11 in each committee, and NKCs representing 3 villages (clusters) in Maiella Sub-location with roughly 30 participants, to discuss the ethnography of LPCs and NKCs. I also attended and recorded proceedings (through note-taking and voice recording) of dozens of dispute-resolution events in real time, and included oral testimonies from purposively selected disputants on ongoing disputes. It was also necessary to investigate the cases that chiefs, LPCs, or NKCs had already resolved in order to gain deeper knowledge about the "sustainability" of settlements and adherence to agreements, and the attitudes of disputants and their affiliates after the dispute. First, however, I will briefly examine the transformation of traditional judicial institutions in Kenya in the last century in order to understand how they have evolved.

## **Reintroduction of indigenous authority in Kenya**

Following widespread interethnic "clashes" and Al-Shabaab terrorist attacks in Kenya in the last decade, the state embarked on a devolution of capacities for ensuring security and peace to the local level by creating LPCs and NKCs. These changes were conditioned and framed by ideas of decentralization and delegation of responsibilities from the state to the community level.

As shown in Table 12, and in the following discussion, LPCs are (superficially) shaped after social institutions deemed traditional – that is, councils of elders – and are therefore an attempt to standardize an aspect of customary law. *Nyumba Kumi*, a strategy of anchoring community policing at the household level, is derived from ideas that encourage the participation of community members in local surveillance

initiatives, particularly drawing from Tanzania’s socialism policy of the last few decades.

In the context of Kenya, traditional judicial institutions have undergone successive stages with reference to the development and changes of policy in the last century (under colonial and post-colonial regimes), as described below.

**Institutional innovation: from council of elders to local peace committees and *Nyumba Kumi***

Arthur Phillip, writing on behalf of the colonial government of Kenya, summarizes the stages of development and changes of policy with regard to traditional judicial institutions in a 1945 report<sup>97</sup>. In Table 12 below, I have included the period after Kenya’s independence (1963) to illustrate a form of “renaissance” of traditional authority, which is largely driven by contemporary social-political dynamics.

Table 12. Transformation of indigenous judicial institutions in the last century

Period	Changes in policy on indigenous judicial institutions
1895-1902	The British government in Kenya vaguely recognized the existence of certain indigenous judicial institutions or councils of elders, which exercised authority over native groups. Councils of elders heard and determined civil cases (e.g. land disputes) for respective native groups by applying local norms, values, and institutions (native law and customs). They also dealt with criminal cases, such as homicide, where elders ceremonially cleansed offenders through ritual sacrifices to allow their reincorporation into society. Although the Europeans did not understand the nature of these institutions, they tolerated the continued exercising by them of their traditional functions under the 1897 Native Courts Regulation, except in certain restricted areas in which a system of direct administration had already been established. The colonial administration extended this direct system in the course of time to supersede entirely the indigenous institutions.
1902-1910	The colonial administration, through Provincial Commissioners (PCs), introduced a method of administration through the agency of government headmen (chiefs), and native tribunals became closely associated with it. Chiefs rapidly acquired considerable

<sup>97</sup> Rhodes House/Weston Library. 753.12, r.7/1945 (1). Report on Native Tribunals by Arthur Phillip, Crown Council, pp. 13-15. Government Printer, Nairobi: In, RHO, 753.12, r. 7: Kenya Miscellaneous Blue Books on Social Affairs, 1930-1958.

	<p>power as a consequence of the backing given to them by the government, and this power extended to the administration of justice. Even though the jurisdiction of the council of elders was recognized, the influence of the chief seemed usually to have been dominant. Later on, the 1907 Courts Ordinance repealed all earlier provisions of the authority of indigenous judicial institutions. The elders who were traditionally qualified to exercise judicial functions were driven into an attitude of apathy, of sulky acquiescence, or even of hostility. Under the Ordinance, the role of chiefs fell under the supervision of the Governor, and their jurisdiction was limited to civil matters where the amount claimed did not exceed 250 rupees, and to “petty” criminal matters, excluding serious crimes such as homicide. These changes, according to Arthur Phillip, may have “sown seeds of many future difficulties”.</p>
<p>1910-1920</p>	<p>The governorship of Sir Percy Girouard saw a notable change in the policy. The aim of the 1911 Native Tribunal Rules was to reduce native tribunals altogether. The Governor recognized only a few councils of elders, which were constituted under and in accordance with native laws and customs to exercise jurisdiction over the members of a native community. This change seemed improbable because it excluded many other native tribunals, which according to native laws and customs had jurisdiction over natives and which “deserved” recognition as well.</p> <p>In response to grievances raised by native groups concerning the rules, the administration attempted to restore the authority of indigenous judicial bodies but this, according to Arthur Phillip, “was more easily said than done...the authority and the self-confidence of those bodies had been badly shaken”. Chiefs retained authority on judicial matters. The result was that the tribunals still ended up being subservient to the chiefs, and if they did try to assert their independence, they found themselves powerless to enforce their judgements.</p> <p>Collisions between native law and custom and English law intensified. For instance, the Kikuyu queried the idea of criminal law to prohibit <i>athamaki a kiama</i> (councils of elders) from sentencing witch doctors to death by burning. Moreover, native groups opposed the suggestion that land (and other) cases should be taken to Nairobi to be decided by judges who knew “nothing” about native law and customs.</p>
<p>1920-1930</p>	<p>Administration officials at the district level, driven by the desire to control native tribunals that were still in operation, levelled many accusations against them in an attempt to convince the central government that such tribunals were “useless” if left unchecked.</p>

	<p>They reported on the unsatisfactory state of the native tribunals, some referring to them as generally corrupt and inefficient, a state of affair they attributed to lack of supervision. Some complained that “courts of elders will not for some generations, if ever, be satisfactory criminal courts”. Others noted that “courts held by elders if not closely supervised by European officers would invariably lead to great abuses”. Others complained that government was lending its support to a native judicature, which was corrupt and largely “impotent”. Such accusation led colonial officials to enforce a policy of close supervision of tribunals at the district level following the 1930 Native Tribunal Ordinance. The effect was a further reduction of native tribunals.</p> <p>By the 1940s, much disagreement existed regarding the procedure for resolving disputes. Native methods aimed to restore peace and goodwill, and to bind or re-bind the two disputing groups together into a give-and-take reciprocity. The European system tended to widen the gulf between disputants by granting all the rights to one of them to the exclusion of the other, with no cognisance of the social implications this might have.</p>
1945-1963	<p>During this period, the administration constructed modern courthouses, leading to the greater separation of the executive and judiciary. All these changes involved, in most cases, an ever-increasing departure from native custom, and a reduction of the number of members of native tribunals. According to Arthur Phillip, only ten elders were to be paid each month, instead of the fifteen or twenty who had exercised judicial authority before the changes were effected. In the report, Arthur Phillip noted that out of hundreds of tribunals, only 139 native tribunals existed as of 1945. These were as follows: Coast Province, 42; Nyanza Province, 29; Rift Valley Province, 22; Maasai District, 11; Northern Frontier District, 10; Turkana District, Nil. Hundreds of councils of elders and native tribunals lost effectiveness by the 1940s.</p> <p>Collision between English law and native law and customs persisted. Native groups opposed punishment by death, imprisonment, or fine in criminal law, preferring instead settlement by compensation and reincorporation into society through a ritual repast, or re-communion through a ritual sacrifice.</p>
1963-1990s	<p>The independent government of Kenya adopted the colonial legacy (formal/English law), which led to an ever-increasing departure from native law and customs. The government supported chiefs, who henceforth exercised an absolute mandate to mediate civil cases at the local levels. The state also supplied chiefs with a few police officers with whom to enforce orders. At the time, the social inequalities, which were principally rooted in</p>

	<p>colonial land policies, began to shape tenure problems in local environments, leading to instances of often politicised land disputes and violent conflicts. Freedom of movement also created instances of interethnic conflicts, which were mainly linked to control over resources.</p>
1990s-2000	<p>Resource-based conflicts, including cattle raids, became notorious particularly in the pastoral regions. Due to what many attributed to state failure in the management of intercommunity violence, councils of elders in these marginalized (with little or no presence of security agencies) arid and semi-arid areas seemed to be the only solution to rampant insecurity, conflicts, and cattle raiding. Indeed, some councils of elders and local peacebuilding initiatives supported by faith-based organizations and NGOs gained considerable recognition for rendering themselves useful in local affairs. Councils of elders particularly in northern Kenya became popular following the prevention and resolution of rampant inter-clan raiding and competition over pastures and water points, which had caused massive inter-clan attacks.</p> <p>In Wajir county, for instance, the Degodia and Ngare clans signed the Al Fatah Declaration, Modogashe Declaration, and Garissa Declaration, through the agency of local elders. These declarations prescribed penalties for raiding, murder, and related crimes. They also provided channels for cooperative resource use allowing “outsiders” to negotiate for grass and water points peacefully (for further discussions on these declarations see Chopra, 2008; Menkhaus, 2008; Odendaal, 2010). Similar peacebuilding strategies at the community level also gained some popularity among other communities in Kenya during this period (see examples in Pkalya, Adan and Masinde, 2004; Cuppen, 2013).</p>
2000-2015	<p>Following the 2007/2008 post-election violence and increasing instances of politicised interethnic conflicts and Al-Shabaab terrorist attacks in Kenya, the state – through inspiration from the pastoral peace initiatives, specifically the community-based peace agenda in Wajir – created neo-traditional institutions at the community level, which were (superficially) shaped after customary law. In 2010 (or thereabouts), local peace committees and <i>Nyumba Kumi</i> were enshrined in the Laws of Kenya, Cap 10, Article 159 (2), and Article 244(e) of the National Police Service Act, Section 96(1), respectively, as attempts to co-manage conflict and to assist the state in surveillance at the local-levels.</p>

As shown in Table 12, informal institutions have gained considerable presence in local affairs, at least since the early 2000s, but the official conferment of rights on them under the Kenya's Constitution in 2010 enhanced their legitimacy. This conferment of rights to handle local-level conflicts and prevent crime was primarily driven by co-management ideas and principles in vogue over the last few decades. LPCs and *Nyumba Kumi* are intended to bring together synergies between formal state organizations and a diversity of civil-society organizations (NGOs and community-based organizations) in the management of conflicts and prevention of crime as discussed below.

### **Co-management of resource-based conflicts**

What is co-management? In answering this question, Carlsson and Berkes (2005: 66) provide three similar definitions:

1. Collaborative management, or co-management, is the sharing of power and responsibility between the government and local resource users (Berkes, George and Preston, 1991: 12).
2. Co-management is the term given to governance systems that combine state control with local, decentralized decision-making and accountability and which, ideally, combine the strengths and mitigate the weaknesses of each (Singleton, 1998: 7).
3. Co-management is the sharing of responsibilities, rights, and duties between the primary stakeholders, in particular, local communities and the nation-state; a decentralized approach to decision-making that involves the local users in the decision-making process as equals with the nation-state (The World Bank, 1999: 11).
4. It is a partnership in which government agencies, local communities and resource users, nongovernmental organizations and other stakeholders negotiate, as appropriate to each context, the authority and responsibility for the management of a specific area or set of resources' (IUCN, 1996).

Drawing from these definitions, co-management ideally involves the sharing of responsibilities and participation in decision-making processes between state and non-state actors (communities, NGOs, civil society groups, and development partners etc.) guided by the appreciation of diverse capacities, methods, ideals, and

“shared” aims. It is a collaborative approach that combines formal and informal institutions and strategies.

This combination of institutions, or what some call hybrid governance arrangements (Cleaver et al. 2013; German and Keeler, 2010; Kumar and De la Haye, 2011; Adam, Verbrugge, and Boer, 2014) is hailed as bringing a new approach to conflict management (see Castro and Nielsen, 2001). In recent decades, co-management or participatory approaches to managing natural resources and conflicts have gained considerable attention (Borrini-Feyerabend et al., 2007). The development world considers the collaborative management of conflicts and peacebuilding activities to be a prerequisite for sustainable development and enduring peaceful interactions (World Bank, 2011; UNDP, 2014; DFID, 2010: 21). Practitioners of contemporary conflict resolution and peacebuilding (Lederach 1997; Ramsbotham, Woodhouse and Miall 2011) have also popularized collaborative peacebuilding approaches that link institutions and actors from local communities, the state, and civil society organizations.

However, co-management approaches are often characterised by a wide range of notorious complexities, as shown by Carlsson and Berkes (2005: 67). For instance, local communities are rarely coherent and homogeneous units; collaboration dilemmas are possible when different actors adopt different ways of performing their responsibilities; and questions of legitimacy and governance can easily fuel conflicts between different actors and institutions (e.g. between formal law and informal rules). Therefore, Castro and Nielsen (2001) warn that co-management agreements can escalate old conflicts or create new ones. The intention of the state to control local affairs could end up creating more problems or divisions in the state-community relationship. As we shall see, the devolved peace and security framework in Kenya is already enmeshed in such complexities.

Why “involve” non-state actors in peace and security matters? In Kenya, state- and/or elite-driven measures (like politically driven peace caravans) have been the cornerstone of peacebuilding and conflict resolution efforts since independence. However, Kenya’s formal state mechanisms have not been particularly effective in preventing, responding to, or resolving intercommunity resource-related violent conflicts and crime (Chopra, 2008: 5; Odendaal, 2010: 39). Chopra (2008) notes that “official laws and judicial processes lack the capacity to understand the locals’

definition of crime and conflict resolution – ideas and value systems of local communities, which define crime and prescribe how conflicts should be solved”. Therefore, the state’s adoption of co-management ideas in the last decade was not only driven by rising cases of insecurity and crime, but also a response to context-specific grievances surrounding control over and access to land and other resources between ethnic groups. Echoing the president’s address, in which it was stated that “security is a shared mandate of all people living in Kenya”, the state decentralized conflict management responsibilities and crime prevention by “implanting” LPCs and *Nyumba Kumi* at the community levels and sharing such responsibilities with other non-state actors. Perhaps this move was also a demonstration to Western allies that the country was putting measures in place to tackle violent conflicts and crime in the attempt to create a secure environment for foreign investors and tourists. LPCs gained popularity mainly after the atrocities committed in the 2007/2008 post-election violence. About four years later, the state created the *Nyumba Kumi* initiative. While LPCs are meant to solve local conflicts through arbitration, *Nyumba Kumi* are thought of as measures for local surveillance. However, as shown later in the chapter, the mandates of LPCs and NKC are increasingly conflated at the local level and local people are changing the systems to suit their norms and needs, and against (seemingly so) the state vision plans for these institutions.

### **State vision plan for local peace committees**

During the 1990s and early 2000s, local peacebuilding initiatives, partially fostered by NGOs and faith-based organizations (FBOs) and partially based on traditional clan structures, engaged themselves successfully in conflict resolution. Notably, in Wajir, northern Kenya, a group of local women engaged local elders from the warring Degodia and Ngare clans in a peacemaking process, between 1990 and 1993, that helped to end violence between the groups (Menkhaus 2008).

This experience partly informed the state, which in 2001 created a National Steering Committee on Peacebuilding and Conflict Management (NSC), to coordinate peacebuilding and conflict-management activities in the country. NSC brought together state and non-state actors, including key ministries, civil society organizations (e.g. National Council of Churches in Kenya; Peace and Development

Network), international organizations (e.g. Saferworld, Mercy Corps), and development partners (e.g. USAID)<sup>98</sup>.

In light of decentralization and delegation of conflict-mitigation responsibilities, the NSC created LPCs at the community/village level in an effort to integrate informal (customary-based) conflict-resolution mechanisms with formal ones (e.g. by courts). Chairs of LPCs and chiefs, who are the “eyes” of the central government at the local level, form the Sub-location (or Location) Peace and Security Committee, while chiefs and other state administrators at the Ward level form the Ward Peace and Security Committee, and the structure becomes increasingly bureaucratic at higher levels, as shown in Figure 12.

Superficially, the 47 counties of Kenya have individual structures relatively similar to that shown below. Arguably, therefore, NSC and the central government’s Ministry of Internal Security (Interior Ministry) coordinate a rather amorphous peace and security framework. The interlinkages indicated by the arrows in Figure 12 show intended synergies between committees, the right/authority to order/control, and possible provisions of legitimacy.



Figure 12. Kenya’s devolved peace and security institutions. (Source: field data, 2014)

<sup>98</sup> See <http://www.nscpeace.go.ke/about-us/membership.html>



Photograph 13. Mpeuti village local peace committee  
(Photograph by author, 2014).

The overarching role of LPCs as outlined in the National Policy on Peacebuilding and Conflict Management (NPPBCM, 2011) is to broker agreements between conflicting parties. LPCs in Enoosupukia, however, have developed a very broad and somewhat vague portfolio drawing from ideas shared by both the NSC and the NPPBCM. LPCs in Enoosupukia outlined the following roles:

1. Preventing, managing, and resolving land- and ethnic disputes;
2. Resolving inter-clan cattle rustling;
3. Spearheading community policing (surveillance);
4. Ensuring children (boys and girls) receive an education, and reporting parents who discriminate based on gender in schooling to the local administration for possible prosecution;
5. Developing ways to end possible cases of early marriage and school dropouts;
6. Monitoring and reporting (to state agencies) early warning signs of intra-/intergroup rivalry, as well as reporting politicians who preach ethnic essentialism through inflammatory statements.

7. Monitoring development projects and reporting pertinent infrastructural and related needs to the local administration and higher offices.

How communities adapted LPCs to the villages of Enoosupukia is discussed after the next section.

### **State vision plan for *Nyumba Kumi* (community policing)**

Notably, Al-Shabaab attacks in Kenya in 2013 and 2014 and rising crime rates breathed a sense of urgency into the need for a new policing framework. Previous community policing experiments in Nairobi and its environs produced undesirable results (see Ruteere and Pommerolle, 2003). Touts converted police booths in Nairobi, which were meant to restore public confidence in the force and to bring security closer to the citizens, into “toilets” or money-collection points<sup>99</sup>. Rampant corruption, illegal detention, and mistreatment of people by police, as well as extra-judicial killings, deepened mistrust between the police and the public (see KHRC, 1998b; Ruteere and Pommerolle, 2003).

Despite these limitations, the President himself supported the *Nyumba Kumi* initiative as one that could redefine community policing in Kenya. *Nyumba Kumi* takes the smallest social unit (household) as the starting point for surveillance. The Draft Guideline on implementation of Community Policing (DGCP, 2015: 2) notes that, “*Nyumba Kumi* clusters do not necessarily involve ten households [as the name might suggest]; clusters may be in a residential court, in an estate, a block of houses, a *manyatta*, a street, a market centre, a gated community, or a village, and cut across divisions of creed, politics, ethnicity, gender, or any other sectarian affiliation”. Kenya’s *Nyumba Kumi* largely borrows from Tanzania’s socialism policy (villagization, or *Ujamaa*) popular in the early 1970s (see Boesen, Madsen, and Moody 1977). In Tanzania’s settings, *Nyumba Kumi* chairs (popularly known as “balozi wa kitongoji”) monitored day-to-day activities and interactions of respective cluster members, recorded visitors, and served as custodians of local security. However, the concept lost its effect in Tanzania, at least from the 1980s. Consequently, some Kenyans argue that the state borrowed a failed system, to salvage an important security situation<sup>100</sup>.

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<sup>99</sup> Standard Digital, February 24<sup>th</sup> 2016, “City security booths turned into toilet banks”.

<sup>100</sup> Brainstorm, November 26, 2013, “Interrogating the *Nyumba Kumi* Initiative”.

The state proposed that the following members should constitute each NKC: three members of the public (considering ethnic balancing, age, gender); a representative from each religion in a cluster; a businessperson; a county government representative; a youth; a woman; the area assistant chief, and a representative from each government-policing agency with presence in a cluster/locality (DGCP 2015: 8). In practice and based on observation, however, NKCs derived membership from community members in specific clusters only – none had a government-policing agent as a member.

Arguably, the state has failed in resolving the mistrust between police and the public sufficiently to warrant a collaborative framework. Another problem with this official proposal of membership into NKCs is the perception of clusters and communities as being homogeneous and coherent entities. Moreover, struggles over jurisdiction and power differences between different policing agencies in Kenya (the Kenya Police, the Administration Police, the Kenya Defence Forces, the National Intelligence Service, the Criminal Investigation Department, the police Anti-stock Theft Unit, and the Game Rangers) is notoriously problematic. The possibility for these agencies to cooperate “smoothly” in peace and security matters and to join and/or support NKCs and clusters may be difficult. Other complexities are discussed later in the chapter. Just like LPCs, NKCs are at the bottom of Kenya’s devolved community policing structure (Figure 13). At the helm (at the national level) are the Interior Ministry and the NSC. Figure 13 illustrates Kenya’s devolved community policing structure using the example of NKCs in Maiella Sub-location as the grassroots-level institutions. The ethnography of NKCs in Maiella Sub-location, as well as that of LPCs in Enosupukia Location, is discussed next. As shown in Figure 13, chairs of NKCs and chiefs form the sub-location community policing committee, which links the local level to formal security apparatus in the ward, sub-county, county, and the state. The interlinkages (indicated by arrows) show the proposed sharing of security information, the level of authority, and the intended cooperation in attending to security matters.

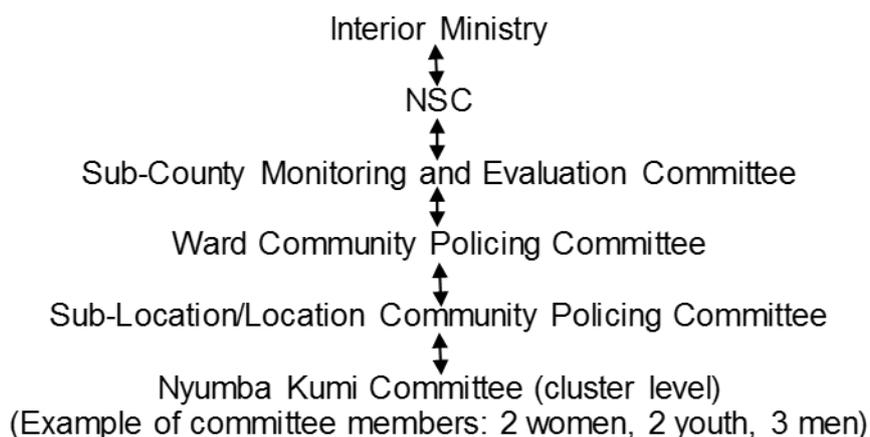


Figure 13. *Nyumba Kumi* structure of Maiella Sub-location.  
(Modified from the DGCP, 2015)

The State, through the DGCP (2015), proposed numerous roles for NKC's. As shown below, the list is more about “what to do” and less about “how to do” it.

Table 13. Roles of *Nyumba Kumi* as mandated by the State

Resolve boundary disputes;	Develop a system of identifying tenants;
Device methods to promote “jua jirani yako” (know – your – neighbour);	Promote cluster security education;
Resolve watering points disputes;	Develop ways of improving safety of passengers;
Resolve access to watering points and grazing disputes;	Identify and monitor social development activities;
Develop ways of improving the environment (e.g. street/building lighting);	Monitor and evaluate local economic activities;
Resolve inter-ethnic cattle rustling;	Carry out local crime mapping;
Resolve known ethnic differences;	Assess and evaluate poverty, health needs and employment levels of cluster members;
Develop a system of identification of aliens;	Recommend day-to-day security actions;
Develop systems of identifying hotel patrons;	Manage jigger and other vector-based infestations;
	Monitor safety of forests;
	Promote performance education etc.

By comparing the roles supposedly played by LPCs and NKC, there is considerable duplication of mandate, which could potentially create conflicts when the two institutions operate simultaneously within a given cluster/village, as discussed later in the chapter.

### **Adapting local peace committees to the local environment of Enoosupukia**

Usually, chiefs in liaison with other government officials call for a *baraza*<sup>101</sup> whenever there is need to address community members regarding important matters affecting them. Some months after the 2007/2008 post-election violence, residents of Enoosupukia were called to a *baraza* to select members for LPCs. During the *baraza*, county officials briefed villagers on the requirements of age, gender, and ethnicity for membership in LPCs, and facilitated the selection of members. The crowd then split into village groupings and each group selected a team of eleven LPC members. The LPCs henceforth exercised jurisdiction over their respective villages.

The selection process was quite informal; villagers called out names of possible candidates, and either supported or rejected the names by raising hands without giving any reasons for their choice. Thereafter, committees drawn from each village nominated a chair, a vice-chair, and a secretary. There was no need for a treasurer because these committees do not handle money. Concerns over unclear village boundaries and jurisdiction did little to stop the selection process.

The number of persons who constitute each committee (eleven) is significant. This odd number allows committee members to uphold or reject decisions (e.g. on a settlement; removal of a member from office etc.) with limited risk of getting equal numbers on either side when they vote. However, based on observation, settlements seldom involve voting, and rarely will all committee members turn up for meetings. Usually, only the officials (chair, vice-chair, and secretary) are actively involved in the day-to-day affairs of the committee.

Tables 14, 15, and 16 show personal attributes of committee members who constitute the LPCs of Mpeuti, Olosho Iole Kaloi, and Ol tepesi le Parsime villages in

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<sup>101</sup> Swahili word for *council*, but commonly used to refer to formal meetings attended by villagers, local administration, and representatives of the central government.

Enoosupukia Location, Narok county. Table 17 analyses the personal attributes of members of these committees combined.

Table 14. Mpeuti village LPC members

Members	Designation	Sex	Age	Ethnicity	Education	Wealth/Income
M1	Chair	M	50	Dorobo	Primary dropout	1. Owns 10 acres of land 2. Leased 6 acres to 5 Kikuyu tenants 3. Farms 2 acres of land 4. Livestock: 10 cattle
M2	Secretary	M	67	<i>nusu nusu</i> (Kikuyu/Maasai)	Primary complete	1. Owns 6 acres of land 2. Farms 4 acres of land 3. Livestock: 4 cows
M3	Vice-chair	M	38	Dorobo	Secondary dropout	1. Owns 8 acres of land 2. Leased 6 acres to 8 Kikuyu tenants 3. Farms 3 acres of land 4. Livestock: 10 cattle
M4	Senior elder	M	50	Dorobo	Primary dropout	1. Owns 5 acres of land 2. Leased 3 acres to 4 Kikuyu tenants 3. Farms an acre of land 4. Livestock: 2 cows
M5	Senior elder	F	50	Dorobo	None	1. Owns 5 acres of land 2. Leased 3 acres to 5 Kikuyu tenants 3. Farms an acre of land 4. Livestock: 2 cows
M6	Youth	F	30	<i>nusu nusu</i> (Kikuyu/Maasai)	Primary dropout	1. Farms an acre of land
M7	Senior elder	F	70	Dorobo	None	1. Owns 5 acres of land 2. Leased 3 acres to 5 Kikuyu tenants 3. Livestock: 3 cows
M8	Junior elder	M	45	<i>nusu nusu</i> (Dorobo/Kikuyu)	Primary dropout	1. Owns 6 acres of land 2. Leased 2 acres to 3 Kikuyu tenants 3. Livestock: 4 small stock 4. Farms 2 acres of land
M9	Junior elder	M	40	Dorobo	Primary dropout	1. Owns 10 acres of land 2. Leased 6 acres to 7 Kikuyu tenants 3. Livestock: 1 cow 4. Farms 2 acres of land
M10	Pastor and Senior elder	M	50	Dorobo	Diploma	1. Owns 8 acres of land 2. Leased 5 acres to 6 Kikuyu tenants 3. Farms 2 acres of land 4. Livestock: 5 cattle
M11	Senior elder	M	67	Maasai	None	Supported by family

(Source: field data, 2014)

Table 15. Olosho Iole Kaloi village LPC members

Members	Designation	Sex	Age	Ethnicity	Education	Wealth/Income
M1	Chair	M	56	Maasai	None	1. Owns 15 acres of land 2. Business: runs a shop, hotel and a Corn-mill at his home. 3. Livestock: 150 small stock; 10 cattle
M2	Vice chair	M	38	Maasai	Primary dropout	1. Owns 35 acres of land 2. Farms 6 acres of land 3. Business: sale of Irish potatoes 4. Livestock: 40 small stock
M3	Secretary	M	30	<i>nusu nusu</i> (Maasai/Kikuyu)	Primary complete	1. Owns 7 acres of land 2. Farms 4 acres of land 3. Leased 3 acres to a Kikuyu tenant 4. Livestock: 30 small stock
M4	Junior elder	M	45	Maasai	None	1. Owns 20 acres of land 2. Farms 2 acres of land 2. Livestock: 80 small stock; 20 cattle
M5	Youth	F	35	<i>nusu nusu</i> (Kikuyu/Kalenjin)	Primary complete	1. Farms an acre of land
M6	Senior elder	F	50	Kikuyu (married by a Maasai)	Primary dropout	1. Farms 5 acres of land
M7	Senior elder	M	40	<i>nusu nusu</i> (Maasai/Kikuyu)	Primary complete	1. Farms 10 acres of land 2. Leased 5 acres to 4 Kikuyu tenants 3. Business: livestock trader/broker 4. Livestock: 30 small stock; 5 cattle
M8	Senior elder	M	52	Maasai	None	1. Owns 30 acres of land 2. Farms an acre of land
M9	Senior elder	F	47	Maasai	None	1. Owns 8 acres of land 2. Livestock: 150 small stock
M10	Youth	F	39	Maasai	Primary complete	1. Farms an acre of land
M11	Youth	F	33	Maasai	None	1. Farms an acre of land

(Source: field data, 2014)

Table 16. OI tepesi le Parsimei village LPC members

Members	Designation	Sex	Age	Ethnicity	Education	Wealth/Income
M1	Chair	M	38	Maasai	None	1. Owns 30 acres of land 2. Leased 10 acres of land to 5 Kikuyu tenants 3. Farms 3 acres of land 4. Livestock: 400 small stock; 50 cattle
M2	Secretary and chief advisor to the area chief	M	42	Maasai	Primary complete	1. Owns 30 acres of land 2. Farms 12 acres of land 3. Livestock: 375 small stock; 35 cattle
M3	Vice-chair	M	45	Maasai	Primary dropout	1. Owns 45 acres of land 2. Farms 20 acres of land 3. Livestock: 350 small stock; 100 cattle
M4	Senior elder	M	50	Maasai	None	1. Owns 50 acres of land 2. Farms 15 acres of land 3. Livestock: 48 small stock; 10 cows
M5	Senior elder	M	55	Maasai	None	1. Owns 30 acres of land 2. Farms 10 acres of land 3. Leased 4 acres to 2 Kikuyu tenants 4. Livestock: 50 small stock; 10 cattle
M6	Junior elder	M	45	Maasai	None	1. Owns 30 acres of land 2. Farms 3 acres of land 3. Leased 5 acres to 2 Kikuyu tenants 4. Livestock: 70 small stock; 30 cattle
M7	Youth	M	37	Maasai	Primary dropout	1. Owns 30 acres of land 2. Farms an acre of land 3. Leased 3 acres to 2 Kikuyu tenants 4. Livestock: 50 small stock; 10 cattle
M8	Youth	M	45	Maasai	None	1. Owns 30 acres of land 2. Farms 4 acres of land 3. Leased 4 acres to 4 Kikuyu tenants 4. Livestock: 70 small stock; 10 cattle 5. Business: livestock trader/broker
M9	Junior elder	F	40	Kikuyu (married to a Maasai)	Primary dropout	1. Business (supply of Irish potatoes) 2. Farms 3 acres of land
M10	Senior elder	F	50	Maasai	None	1. Farms an acre of land
M11	Youth	F	35	Maasai	Primary complete	1. Farms 3 acres of land

(Source: field data, 2014)

Table 17. Composition of LPC members in Enoosupukia, Narok County

Variables		N	%
Gender	Male	22	66.7
	Female	11	33.3
Age	30-40	13	39.4
	41-50	15	45.5
	51-60	2	6.1
	>61	3	9.1
Ethnicity	Maasai	18	54.5
	Dorobo	7	21.2
	Nusu nusu	6	18.2
	Kikuyu	2	6.1
Education	None	14	42.4
	Primary dropout	10	30.3
	Primary complete	7	21.2
	Secondary dropout	1	3
	Diploma	1	3
Main Sources of Income	Livestock	23	69.7
	Leasing farmland	15	45.5
	Farming on own land	29	88.8
	Business	4	12.1

(Source: field data, 2014)

In stark contrast to indigenous judicial institutions, which were composed of male elders, members of LPCs include women and youth, as shown in Table 17 (at least one third). The State aims to mainstream gender issues in conflict resolution by empowering women towards peacebuilding and the long-term mitigation of conflict (NPPBCM, 2011). However, the cultural norms of patriarchy and the socially constructed gender roles still present inequalities between men and women in dispute resolution, just as is the case in NKC. Interestingly, elders (over 60 years of age) are rarely involved. Instead, males in their 30s and 40s are largely preferred as committee members.

However, the few elders over 60 are necessary because society believes they possess historical knowledge of land matters. They also pronounce curses by

invoking supernatural power to resolve difficult matters (discussed below). There is considerable ethnic diversity in LPCs. However, and perhaps as might be expected, members of dominant ethnic groups in a particular village predominate in the respective committees (see Tables 14, 15, and 16).

Literacy is not a requirement for membership of a committee. Consequently, almost half of committee members are illiterate (42%). Only a few have attended some introductory classes in formal education. Although important, conflict resolution through application of local norms and values may not necessarily require skills acquired through formal education. Nevertheless, almost all committee secretaries can read and write. They keep records of dispute resolution proceedings and of settlements.

The majority of committee members speak the local languages (Maa and Gikuyu) as well as Swahili. This enables the use of indigenous languages in dispute resolution, which encourages dialogue but does not necessarily guarantee settlements.

Committee members subsist on several income-generating activities. Almost all of them own land individually or through their families. The majority (about 90%) engage in subsistence and small-scale commercial cultivation. A good number are landowners who lease farmland to tenants of Kikuyu descent. A large percentage (about 70%) own livestock in varying quantities, with the exception of women who, according to patriarchal norms in the Maasai society, rarely have ownership or disposal rights to land and livestock, unless they acquired them mainly through purchase or as gift.

### **Adapting the *Nyumba Kumi* initiative to the local context of Maiella**

In a bid to adapt NKC to specific local situations, villagers and the local administration of Maiella Sub-location selected seven community members from each village to form NKCs, taking each village as an independent cluster (see the example given in Figure 13). In the end, they selected fourteen NKCs – equivalent to the villages that LPCs already governed. Selection of members of NKCs resembled that of LPCs and was conducted sometime in 2013. As noted earlier, none of the NKCs observed had a government-policing agent as a member. However, individual committees make the effort to cooperate with police where necessary, as shown in some of the cases presented in the next chapter.

Tables 18, 19, and 20 show the personal attributes of members of three NKC's of Maiella Sub-location. The three villages (clusters) are Maiella trading centre, Kokoti, and Nkampani. Except for Nkampani, the Kikuyu dominate the other villages. Table 21 analyses the personal attributes of members of these committees.

Table 18. Members of *Nyumba Kumi* Committee in Maiella trading centre

Member	Age	Sex (M/F)	Ethnicity	Education	Wealth/Income
M 1 Chair	33	M	Kikuyu	Primary complete	1. Shop 2. <i>Matatu</i> operator (public transport)
M2: Secretary	31	M	Kikuyu	Primary complete	1. Casual worker at the transport business
M3	60	M	Kikuyu	None	1. Farmer (rents farmland) 2. A few livestock (zero grazing)
M4	50	M	Kikuyu	Primary dropout	1. Farmer (rents farmland)
M5	50	M	Kikuyu	Primary dropout	1. Maize mill operator 2. Charcoal trader
M6	25	F	Kikuyu	Secondary complete	1. Vegetable dealer
M7	60	F	Kikuyu	None	1. Farmer (rents farmland)

(Source: field data, 2014)

Table 19. Members of *Nyumba Kumi* Committee in Nkampani village

Member	Age	Sex (M/F)	Ethnicity	Education	Wealth/Income
M 1: Chair	57	M	Maasai	None	1. Farms 2 acres of land 2. Livestock (50 sheep, 1 cow)
M2: Secretary	20	M	Maasai	Secondary complete	1. Casual worker at Or Power geothermal plant
M3	33	M	Maasai	Primary dropout	1. Livestock (120 goats; 3 cows) 2. Farms 3 acres of land
M4	40	M	Maasai	None	1. Livestock (50 small stock) 2. Farms an acre of land 3. Night watchman at Or Power geothermal plant
M5	30	M	Maasai	None	1. Livestock (30 cattle; 50 small stock) 2. Farms an acre of land 3. <i>Boda boda</i> (motor bike) operator
M6	40	M	Maasai	None	1. Livestock (200 sheep; 1 cow) 2. Casual worker at Or Power geothermal plant
M7	40	F	Maasai	None	1. Farms two acres of land

(Source: field data, 2014)

Table 20. Members of *Nyumba Kumi* Committee in Kokoti village

Member	Age	Sex (M/F)	Ethnicity	Education	Wealth/Income
M 1: Chair	47	M	Kikuyu	Primary dropout	1. Farmer (rents farmland and cultivates 3 acres of land at home)
M2: Secretary	46	F	Kamba	Secondary complete	1. Farmer (rents farmland and cultivates one acre of land at home)
M3	46	F	Kikuyu	Primary complete	1. Farmer (rents farmland and cultivates half acre of land at home)
M4	48	M	Kikuyu	Primary dropout	1. Blacksmith 2. Farmer (rents farmland and cultivates at home)
M5	40	M	Kikuyu	Primary complete	1. Butcher at Maiella trading centre
M6	43	M	Kikuyu	Primary complete	1. Operates a clothes shop
M7	30	M	Kikuyu	None	1. <i>Boda boda</i> (motor cycle) operator

(Source: field data, 2014)

Table 21. Composition of *Nyumba Kumi* members in Maiella Sub-location, Nakuru County

Variables		N	%
Gender	Male	16	76.2
	Female	5	23.8
Age	20-40	11	52.4
	41-50	7	33.3
	51-60	3	14.3
	>61	0	0
Ethnicity	Maasai	7	33.3
	Kikuyu	13	62
	Kamba	1	4.7
Education	None	8	38
	Primary dropout	5	23.8
	Primary complete	5	23.8
	Secondary complete	3	14.3
	Diploma	0	0
Main Sources of Income	Livestock	5	23.8
	Farming on rented land	8	38
	Business	6	28.6
	Casual work	2	9.52

(Source: field data, 2014)

Notably, the governance structure of NKC's is quite similar to that of LPC's in Enoosupukia, except for the fact that each NKC has seven members. As shown in Table 21, NKC's have considerable breadth of ethnic, gender, and age representation. Just as with LPC's, villagers preferred those under 40 years of age as members of respective committees, and did not include elders over 60. Moreover, the majority of committee members have completed primary school. Cultivation and business are primary subsistence bases.

In principle, cluster members should report possible crimes and security concerns to their NKC's, who then pass the information to security agencies. However, what constitutes a "crime" is unclear to many. It is difficult to tell whether an "alien" is a genuine visitor, or to assess their potential to commit a crime. Furthermore,

corruption arguably perpetuates crime and insecurity, as described below. This has resulted in a reduction of the morale necessary to conduct surveillance among some NKC's, which instead focus on dispute resolution through arbitration, just like LPC's. In Maiella trading centre, the NKC regulates alcohol sale and consumption following the Alcohol Drinks Control Act (clubs do not open earlier than 5pm). However, some bar owners have found ways to manipulate the system in order to do business throughout the day. Some lock their customers inside the bars during the day, while others sell beer from their homes. The NKC at Maiella trading centre also monitors the livestock trade by collaborating with traders (butchers, brokers etc.) to prevent trading in stolen livestock. Nowadays, livestock traders must adhere to operational rules, which prohibit the purchase of livestock from strangers, but some break these rules anyway (see Chapter 7 on livestock trade). Other cases here include shoplifting, slander, and fights.

Herder-farmer conflicts are common in other clusters. There is massive reduction of grazing land due to agricultural intensification in the study area. Consequently, livestock movement is progressively restricted and confined to narrow paths bordering adjacently fenced crop farms of Maasai and non-Maasai farmers. Nowadays, both NKC's and LPC's handle herder-farmer conflicts and tenure disputes, which partly contributed to the 1993 violence.

NKC's in Maiella Sub-location translated the ideas and roles proposed by the State in the DGCP (2015) and created some guiding principles ("do's and don'ts") that community members consider as "ideal" behaviour or "proper" conduct. In the local level, these guiding principles represent the "constitutions" of respective NKC's. I have deliberately outlined the handwritten guiding principles below as they appeared on the several pieces of paper stored at the chief's office in Maiella. I have also italicized a controversial principle that demonstrates male domination over women particularly in the Maasai patriarchal context.

Table 22. “Constitutional” principles of selected *Nyumba Kumi* committees

<p>Beer selling hours, gambling, and pool table games will be monitored seriously to avoid idleness of residents</p> <p>If anybody is under the influence of alcohol, he or she should not disturb others.</p> <p>Herders must take care of their livestock so that they don't destroy crops; if this happens the case will be handled by Nyumba Kumi committee.</p> <p>All disputes will be handled within the area by the <i>Nyumba Kumi</i> committee.</p> <p>Everyone should respect land boundaries; anyone who destroys the beacons put by surveyors will be held accountable. <i>Nyumba Kumi</i> will settle any boundary disputes.</p> <p><i>Wife beating is not allowed, but if it happens it should not take place during the night to avoid alarming other people</i></p> <p>No one should sell drugs [e.g. “bang” - cannabis sativa].</p>	<p>Children’s rights must be respected, children should not be given heavy duties at home; all children of schoolgoing age must be in school; parents who don’t allow their children to go to school will face the law.</p> <p>Everybody’s rights should be respected regardless of ethnicity, gender, and religion.</p> <p>Youngsters should live in harmony and respect each other.</p> <p>Stealing is not allowed under any circumstances.</p> <p>No illegal brew is allowed in this area.</p> <p>All visitors should be reported to the nearest Nyumba Kumi committee member for information.</p> <p>All homesteads must have a usable toilet to prevent disease outbreak.</p> <p>When it rains everybody should plant trees to improve the environment.</p>
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(Source: field data, 2014)

**Complexities of “hybrid” systems and co-management agreements**

The institutional arrangement of Kenya’s devolved peace and security frameworks (Figure 12 and Figure 13) is quite abstract, ambiguous, and bureaucratic. Apart from the complexity of governance, state control of local environments may create divisions between formal and informal mechanisms and peacebuilding strategies. The paradox of duplication of roles between NKC’s and LPC’s has resulted in the absorption of one system by the other in the studied area. In Enoosupukia, Narok county, there is little effort to implement *Nyumba Kumi* as an independent institution.

Instead, LPCs in this Maasai-dominated area are increasingly taking on *Nyumba Kumi* roles. Nowadays, LPCs in Enoosupukia implement the *jua jirani yako* (Swahili, know-your-neighbour) campaign, a facet of surveillance. For instance, they ensure that landowners probe for information and identification documents from land-seeking clients before leasing land. At Maiella Sub-location, NKC's have replaced LPCs, whose effect progressively diminished, at least since 2013. In a recent *baraza* at Maiella trading centre, NKC's called on government officials to scrap LPCs. The confusion brought about by duplication of mandates means that the roles intended by the state for LPCs and NKC's are increasingly conflated at the local level. Moreover, it appears as if the decentralization of peacebuilding institutions to community levels has meant a form of devolution of corruption. During fieldwork, it was noted that some rogue police officers profit from the security information ("intelligence reports") shared by LPCs and NKC's. Informants complained that rogue police officers use security information reported by NKC's to enrich themselves. Instead of convicting persons accused of offences (e.g. possible Al-Shabaab sympathisers, persons who trade in illegal alcohol or other substances etc.) such police officers demand bribes from them in exchange for their freedom. In an interview, a chief revealed how these officers use intelligence reports to make money:

When some police gather intelligence reports from the local communities, *Nyumba Kumi*, or LPCs, they use such information to enrich themselves rather than to end crime and insecurity in that specific cluster. Community members can inform police that a member of their cluster is selling illicit alcohol or drugs, or perhaps they suspect one of being an Al-Shabaab sympathiser. Cluster members may even direct the police to the exact location, believed to be the hideout of a culprit hoping that police will arrest him. However, some notoriously corrupt police will hardly apprehend possible offenders. Instead, they use offenders and crime as sources of income by soliciting for bribes while pretending to be conducting investigations. There are cases where some police actually protect criminals so that they can continue to "feed" off their criminal acts. Recently, a *Nyumba Kumi* cluster informed police of a possible Al-Shabaab suspect. The police arrested the culprit but released him shortly after the arrest, arguing that they lacked evidence to sustain charges in a court. Later on, it was revealed that the suspect paid his way out of police detention. A few days after his release, I was informed that the culprit threatened a chief with murder. In another incident, police warned a person who brews illicit alcohol to "go slow" on his activities lest he arouse the curiosity of chiefs... here, jails or courtrooms are for the poor! Worse, some corrupt senior police officers source information directly from unofficial "informants" from villages whom they have "recruited" instead of collaborating

with chiefs and other institutions to gather and share information relating to security matters.

However, corruption may not be blamed on the hybrid governance arrangement per se; it is also nested in both the formal and informal sectors. These situations have continued to deepen mistrust between policing agencies and the public.

As noted above, corruption is not limited to State officials, however. Usually, disputants tend to “reward” LPCs and NKCAs with some money or food during or after arbitration proceedings. Locals call this, “cooking for *wazee*” (elders). This practice is reminiscent of the food and/or beer that villagers customarily served council of elders in the nineteenth century during arbitration proceedings. Based on observation, however, it can undoubtedly influence committee decisions and interfere with the outcome of a settlement. Villagers noted that such transaction costs are lower compared to the time and money spent when disputants record complaints with the chief, police, or courts. Both formal and informal mechanisms are also vulnerable to political manipulation. For example, committees can be used to further political agendas or to recruit voters directly from the households.

The legitimacy question is equally important. Usually, disputants choose between LPCs and NKCAs to record a complaint in areas where the two institutions coexist. LPCs consider themselves superior to NKCAs, and vice versa. LPCs consider their neo-traditional sanctioning methods to be akin to those applied by councils of elders, whose expediency is still reflected at the local level. NKCAs weigh their legitimacy against the broader goal of national security, with which they are associated, and thus boast state support. Such power struggles invariably shape interactions between actors, but rarely play out in the open.

Conflicts between formal law and informal rules in the definition of crime and the administration of justice already threaten the “hybrid” frameworks. For instance, while LPCs may consider handwritten documents or word of mouth as proof of ownership of land, courts usually consider title deeds. Community members are increasingly learning to exploit such weaknesses. Moreover, crimes such as wife battering are accorded less weight especially in the Maasai culture, where patriarchy has a great impact on gender relations. Despite the recently enacted Protection Against Domestic Violence Act, 2015, some LPCs still dismissed women who reported domestic violence (see Table 25 appendices). Lastly, neighbourhood surveillance,

according to some informants, contravenes their constitutional right to privacy. In the cases observed, some villagers expressed their dissatisfaction when asked to account for their visitors and to share information about individual household members with LPCs or NKC.

Despite the complexities that characterise co-management or the “hybrid” systems, community members still regard LPCs and NKCs highly, particularly in the settlement of interpersonal and intergroup disputes in Maiella and Enoosupukia, as discussed below.

### **Conflict resolution at the local level**

Community members prefer to resolve matters in dispute at the community level (informal level). Participants here are mainly neighbours with their affiliates (friends and kin). Nowadays, a LPC or NKC will guide the process. At this level, settlement of disputes is relatively fast (instant justice) and with lower transaction costs. Moreover, conflict resolution largely adheres to local norms and values, where LPCs and NKCs primarily build on traditional conflict-handling methods that mostly involve negotiation, forgiveness, compensation, and compromises, as exemplified in the cases below. Notably, such methods are intended to be sensitive to the land question although they may clash with formal law.

Indeed, where informal mechanisms for handling disputes and crime clash with formal procedures, the legitimacy of *Nyumba Kumi* and LPCs is adversely affected. In most cases, formal law supersedes informal rules. Nevertheless, the need to restore and sustain peaceful relations between neighbours enhances the legitimacy of local mechanisms. By adhering to local norms and values in conflict resolution, these neo-traditional institutions could be thought of as echoing historical patterns and recreating a past where informal rules shaped intercommunity relations and social-economic interactions in the nineteenth century, as discussed earlier.

Despite the presence and value of LPCs and NKCs, disputants are free to record their complaints with formal institutions; chief, the police, or courts, particularly if they question the credibility of LPCs or NKCs, when local arbitration fails, or when a matter in dispute is difficult (lacks evidence or involves contested evidence). LPCs and NKCs usually engage security agencies in situations that threaten to deteriorate into violent conflicts. When disputants skip their LPCs or NKCs and record

complaints with the chiefs or police, the latter can either handle the matter alone, involve the concerned LPC or NKC of a specific cluster, or the police may refer the matter to the LPCs or NKCs, usually when it involves traditions (witchcraft, patriarchal norms, and marital laws and disputes, etc.). The local administration may also refer a matter in dispute to higher offices, but some disputants drop their charges for fear of transaction costs when a case escalates to the formal institutions. Moreover, formal mechanisms usually have little concern for the social implications of a decision or settlement.

Based on observation, NKCs and LPCs have no procedural rules for bringing conflicting parties to an agreement, to resolve a matter in dispute, or to carry out surveillance. Instead, some innovate ways they deem appropriate depending on the situation, need, context, and the parties involved. They also create bylaws from experiences of day-to-day situations, and as directed by government officials (see cases below). With respect to local surveillance, committee members cooperate with community members to report possible security threats to the chiefs or to police officers. As already mentioned, however, some police officers may misuse the intelligence from local communities for selfish gains.

Irrespective of the institution, there is no guarantee of binding settlements.

Compromises based on the notions of good neighbourliness, though instrumental in arriving at “mutual” agreements, may not prevent a similar or related dispute in the future. Therefore, in order to enforce settlements, some LPCs in the Maasai society invoke the supernatural power of *engai* (God) through curses where necessary. The curses involve persuading the supernatural powers to punish offenders with misfortunes. These may manifest in the form of illness, death, miscarriage, or infertility of livestock or the offender and their kin. LPCs usually warn offenders that they may be cursed if they did not adhere to a settlement agreement. Such individuals may include suspected robbers, persons whom villagers accuse of immorality, or women who because of domestic disputes threaten to run away to their matrimonial homes. Kikuyu tenants who live in Maasai villages, and Kikuyu women married to Maasai fall under the jurisdiction of LPCs of those villages. They too respect the curse.

Apart from committee elders, male youths can also pronounce curses, but only in relation to offences committed by their peers or by those below their age category, as described below in cases of dispute resolution among the *emerues* age group.

Arguably, the Maasai society is attempting to integrate LPCs into its belief systems and age organization.

The belief in supernatural power (gods, spirits, and ancestors) in African traditional religious ontology dates back several centuries, and is still reflected in traditional songs, legends, and myths. At least before the 1900s (when Christianity became firmly entrenched in most of Africa), indigenous belief systems were essential pillars of the social structure across almost the whole of Africa (see Evans-Pritchard, 1937). Anthropologists show that indigenous beliefs, and particularly the belief in the curse, enhance social control and help with the resolution of disputes at the local level. Discussing social control among mixed communities of northern Tanzania in the early 1960s, Gulliver (1963) described how the Arusha agricultural Maasai settled disputes, by applying the curse and other methods, among groups characterised by kinship, friendship, and age categories. Indigenous belief systems are central in the context of dispute resolution in the studied area. Arguably, traditional beliefs persist despite the changes that modernization brought to African religions. Such persistence and the continued importance of indigenous norms, values, and beliefs can be seen as an indication of their “resilience”.

In the next chapter (chapter 9), I have provided several examples in the form of cases where LPCs invoked the curse to punish deviance, to ensure that disputants adhered to the terms of settlements, and to resolve what could be described as difficult situations (see Cases 5 and 6).

## CHAPTER 9: Conflict resolution: cases

This last chapter is based on narratives of conflict resolution from a local perspective in Maiella and Enoosupukia. It is meant to enrich the previous chapter on local peace committees and *Nyumba Kumi*, by demonstrating how disputants interact with these institutions in the local level. An attempt is made to integrate the analyses of each narrative separately, though briefly. Only a dozen cases are described at length, due to the limitation of space. In Table 25 (appendices), I have analysed close to 100 cases that were reported between 2014 and 2015. The cases are fairly different and involve both related and unrelated persons: kin, in-laws, friends, colleagues, neighbours, tenants and landowners, livestock traders, couples, as well as persons who are not related by blood, adoption, marriage, or pursuit of economic wellbeing. Therefore, these cases demonstrate the influence of interpersonal relationships, economics, and culture in peacebuilding.

Despite the fact that LPCs and NKC's face enormous constraints and complexities, as discussed in the previous chapter, they still represent the only hope for most villagers who are disadvantaged by the complexity of the formal justice system. The chapter begins with a few cases where LPCs and NKC's have successfully settled disputes peacefully. Thereafter, I will discuss two examples where attempts in resolving some conflicts failed, thereby augmenting the problem and the possibility to provoke instability.

Cases 1, 2, 3, and 10 are examples of land-related disputes between Maasai and Kikuyu. In Case 4, a group of Kikuyu were engaged in a dispute over the sale of furniture at Maiella trading centre. In Cases 5 and 6, LPCs invoked the curse to resolve difficult social problems. Here, cultural beliefs in supernatural power guide the process. Cases 7, 8, 9, and 10 reveal how the Maasai attempt to integrate contemporary conflict resolution (LPCs) to the overriding age-set organization and belief systems. This attempt to graft on innovations into an existing body of traditional norms does not always work and could potentially create societal divisions or even conflicts.

## Case 1. Cattle in “prison”

John, a Kikuyu farmer aged 42, rented five acres of land from a Maasai in Olosho Iole Kaloi village in 2007. He successfully negotiated with his landlord to settle on the farm and started growing a mixture of crops including maize, beans, Irish potatoes, French beans, onions, and coriander.

In March 2014, on a Sunday, a herd of close to a hundred cattle strayed onto John’s farm and mauled four acres of his maize plantation. The cattle belonged to Peter, a Maasai resident of Olosho Iole Kaloi village. John was returning home from church when he saw the animals on his farm. He ran fast to drive them away, but on noticing the damage caused, he decided to drive the cattle to Maiella police station at Maiella trading centre. The boys herding Peter’s cattle failed in persuading John to reconsider his decision.

The large herd attracted the attention of a good number of villagers (Maasai and Kikuyu), the majority of whom were returning home from church. Some Maasai youths had already identified the cattle as belonging to Peter by examining the pattern of ear notching. John did not answer their curious questions. By the time he arrived at the police station, a group of Kikuyu friends had joined him, and another group of curious Maasai followed at a distance. There was a near “clash” at the gate of the police station as the Maasai tried to persuade John to consult Peter before recording his complaint with the police. A police officer quickly unlocked the gate and allowed John to move “his” herd to an open space inside the compound. “Nothing is left of my crops!” he retorted.

“Are there no ‘wazee’ [referring to LPC], in your village who can handle this matter?” asked Senior (the senior police officer). John, who perhaps did not expect the question, remained silent. A short while later, a few LPC members of his village (where he farms) arrived at the police station. Peter had reached out to them already when his boys had told him about the incident. The LPC officials headed straight to the police desk, cutting through the curious crowd.

“Peter informed us about this matter; we could not mobilize all LPC members because some are still in church. We decided to come here to assist”, the LPC chair told the police. “Did you assess the loss reported by him (pointing at John)?” asked Senior. After a brief silence (perhaps an indication that the LPC had not done so), Senior continued, “Go back, assess the damage and then come back with a report”.

The chair notified Peter about the development and asked him to meet them at John's farm. By 6pm that evening, the LPC had reported their observation at the police station. At the time, John's followers were busy advising him how to go about claiming compensation, some quoting large sums of money.

"This is a dispute between neighbours and can be handled at 'home' with the help of the LPC. There was no need for John to drive a hundred cattle to the police. He should have raised his complaint with his LPC first. We ask you (police) to refer this matter back 'home' so that we can try to resolve it", requested the chair of the LPC. John, together with a few of his followers who were keenly following the discussion, left unannounced when the police granted the request.

Senior asked a LPC representative to ascertain the number of cattle – there were eighty. "The cattle will spend the night here with us. In the meantime go back home and deal with this case," he said. The LPC and supporters from the Maasai community left the station around 8pm for their homes in Olosho Iole Kaloi village. Some LPC members decided to pass by Peter's home to inform him about the proceedings. A new development, however, confronted them upon their arrival at Peter's home.

John was already at Peter's home with a contingent of LPC members from the neighbouring villages of Mpeuti, Nkampani, OI tepesi le Parsimei, and Range. Apparently, John's unannounced disappearance from the police station was to solicit as many followers as possible to amass the influence necessary to add weight to his complaint. Twenty-eight LPC members of Maasai descent along with John's Kikuyu followers had gathered at Peter's home, perhaps anticipating the arrival of Peter's LPC. John had lamented to them that the police did not show seriousness with regard to a matter so crucial – one that could trigger intergroup "clashes". After a brief deliberation, LPC members made a unanimous decision to discuss the matter first thing the following day, after which they scattered in small groups to their respective villages for the night. The introduction of new supporters, LPCs, or NKCAs of interest also happens when a matter in dispute traverses several villages.

The case resumed early the following morning at Peter's home. The disputants and their associates, about ten friends and relatives from each side, along with eleven LPC members of Olosho Iole Kaloi village, eight LPC members from Range village, four LPC members from Mpeuti village, ten LPC members from OI tepesi le Parsimei village, and six *Nyumba Kumi* members from Nkampani village attended the meeting.

It was very clear to all that a settlement was necessary and urgent, in order to end the growing tension on both sides of the divide.

A short break in the hearing and determining of a matter in dispute in the studied area allows disputants to consult widely with their followers – with regard to compensation and/or the social effects of the dispute. LPC members already expected John to propose financial compensation. Rarely does an LPC enforce a settlement. Instead, the committee provides an opportunity for dialogue between the disputants and allows them enough time to consult their followers. Such dialogue may lead to two scenarios:

A plaintiff may propose compensation (usually money), which is beyond the defendant's expectations. In this case, a defendant will propose a counter-offer, and a series of negotiations follow. LPC members only intervene to impose order where necessary, or to remind disputants about the value of good neighbourliness, often emphasizing the need for a mutual agreement. However, failure to reach a settlement derails the process, perhaps even prompting a further postponement. At this point, LPCs may invite experts, like the area agricultural officer, to assess and value the crops damaged.

Usually, the agricultural officer will accompany disputants, together with the concerned LPC or NKC, to make a manual count of the crops damaged. Where manual counts are not feasible, they estimate the loss in terms of acreage of crops using the prevailing market rate, which is then discussed as settlement. Should early warning signals of violence or actual "clashes" appear, the committee will immediately seek the intervention of security agencies. Such signs may include verbal exchanges, fights, or threats. Additional parties to a dispute often introduce more transaction costs (money, time etc.). However, if a plaintiff proposes an amount that is satisfactory to the defendant, the matter is soon concluded.

To the surprise of the defendant and his followers, John demanded only KES16,000 (€160) as compensation, which was lower than they had anticipated. Despite the damage caused to the crops, John could still salvage some maize cobs for food. However, his brief speech shed light on the compromise. He said, "We should be more careful with our livestock and caution the boys herding them. We are neighbours in this village... today it was my farm, tomorrow it will be that of another person".

Indeed, John was deliberately appealing to LPC members whose authority he had overlooked the previous day. His speech confirmed that he had re-evaluated his position as a tenant and acknowledged that loyalty was demanded of him by his landlord and villagers. The defendant's side welcomed John's gesture, and Peter was ready to pay the compensation.

Later, committee members reported the settlement to the police for the release of the cattle. Peter paid John in the presence of the police and LPC members, thereby legitimizing the settlement. The police then asked John to pay KES 8,000 (€80) so that they could "close his case file" – he complied, aware that this was a bribe. LPC members were delighted because such transaction costs served to caution other villagers against recording complaints with formal institutions. However, transaction costs may not deter some disputants from seeking audience with formal institutions. Some utilize their own resources, others take advantage of social-political connections, while yet others may consolidate themselves and/or their resources and use collective action to their advantage.

Later that week, the LPC drew important lessons from John's case and developed a few bylaws, which they later communicated to community members in a *baraza*.

Below is a translation of the bylaws:

1. When livestock stray into farms, tenants should not take the animals to the police station. Instead, they should look for an LPC member to record their complaint. Taking livestock to the police can trigger conflicts between herders and farmers.
2. Herders are advised to take care of their livestock so that they do not stray into crop farms.
3. Landowners leasing farmland to tenants should assess the tenants' identification documents and backgrounds to ensure that they do not deal with criminals.

The last point (3) relates to the surveillance roles associated with *Nyumba Kumi* (see table 13). The LPC in this village has adopted some of the roles assigned to the *Nyumba Kumi* institution.

## Case 2. Unauthorized logging

Mailot, the plaintiff, is a Maasai who owns 12 acres of land, which neighbours that of Kairu, a Kikuyu who inherited land from his father at Mpeuti village. Mailot lives in Duka Moja, about 60km from Mpeuti village. He has therefore leased his farm at Mpeuti village to about eight Kikuyu tenants for cultivation.

To avoid frequent visits to his farm, Mailot made an arrangement with his neighbour, Kairu, to keep an eye on his farm for possible land grabbers and to keep watch over the activities of his tenants. Henceforth, Kairu would also allocate Mailot's land to interested tenants, receive their payment, and then send it to the landowner. In return for this, Mailot pays Kairu a small portion of the money collected from the tenants for their leases. Usually, Kairu subtracts his portion of money and then sends the balance to Mailot often through mobile money transfer (M-pesa).

This arrangement between neighbours has lasted for many years. However, sometime in 2014, Kairu took advantage of Mailot's absence from his farm and helped himself to a few trees to sell as timber. One day, Kairu hired a power saw and descended on Mailot's trees, cutting down several of them. Mailot's tenants, who were working on their rented plots at the time, witnessed the incident, and called their landlord by phone to report Kairu's actions.

Upon receiving the information, Mailot called the chair of the Local Peace Committee (LPC) at Mpeuti village by phone, who immediately informed other committee members about the complaint. LPC members in Mpeuti village, just as in other villages, live in close proximity to each other. This reduces the amount of time taken to inform one another about an incident which requires their attention. The chair managed to gather a few members, and together they went to Mailot's farm, where they found Kairu already splitting the wood. Kairu was surprised that the tenants he was meant to supervise had reported him to the landowner. After a while, an angry Mailot arrived on a *boda boda* (motorcycle). While pleading for forgiveness, Kairu claimed that he was not sure about the extent of his boundary, although it was very clear to everyone including the LPC that he had crossed the boundary.

Nevertheless, Mailot decided to bring a surveyor to align the boundary. After this brief exercise, Kairu accepted his mistake. However, Mailot was not quick to forgive his neighbour; instead, he demanded KES 50,000 (€500) as compensation when he realised that Kairu had cut down more trees for sale from his farm before.

Committee members deliberated the matter for a while, after which the chair noted:

“You two have been good neighbours all along. You must keep this in mind. This arrangement has been good for both of you until this very moment. It is also good of you [pointing at Kairu] to accept your mistake and to ask for forgiveness. However, you also know very well how long it takes to protect a tree to maturity. Therefore, you should also understand why Mailot is angry with you. Our intention is to see this friendship grow. Therefore, it should not be broken by this incident”. He continued, “While the committee acknowledges the loss, we also feel that the compensation quoted is quite high. Although your neighbour [looking at Mailot] has committed an offence, he had not yet sold the timber; perhaps you may want to sell it yourself and use the money. The committee is of the opinion that Kairu should reimburse you (Mailot) KES 2,000 (€20) to cover the cost of the *boda boda* and to cover the surveyor’s fee. The committee also directs him to plant a hundred trees to replace the few he has cut down. He will care for these trees until such a time that they are mature enough”.

After some deliberations, Mailot and Kairu were satisfied with the decision. They shook hands, perhaps to signify a reunion. When I visited Mailot’s farm later on, I observed that Kairu had already planted the trees as asked. The two neighbours retained their friendship. In fact, Kairu still collects rental money from Mailot’s tenants as before.

This case builds on the previous discussion of the reciprocal and symbolic relationship between actors in a leasehold arrangement (land-seeking tenants and the landowners). It also contributes to the principal-agent theory. The presence of tenants on a parcel of land deters possible land grabbers and illegal loggers. By reporting the incidence to Mailot, his tenants protected his ownership rights to the land. It also served as a way of creating trust between the tenants and their landlord, which could possibly guarantee the extension of their leasehold periods.

This case can also demonstrate trust-building between Maasai and Kikuyu neighbours in general. Despite his offence, Kairu retained his role on Mailot’s farm. One may argue that such cross-cutting ties enhance social solidarity across ethnic boundaries despite disputes. Such relationships may offer a possible explanation why a good number of Maasai reabsorbed some migrant farmers of Kikuyu descent who had been evicted from their land during the 1993 violence, and the ease with which some reclaimed or re-rented their land.

### Case 3. Herder-farmer dispute

In February 2015, two Kikuyu men found cows destroying Mike's maize crops near Nkampani village. They were just in time to witness three boys driving the animals from the farm. Upon interrogation, the boys told them that the cows belonged to David, a Maasai herder from Nkampani village. One of the men called Mike by phone to notify him about the incident.

Mike, who was in Maiella trading centre, informed a police officer at the chief's office about the incidence. The officer immediately accompanied Mike to his farm. After assessing the damage, the police officer summoned David to Maiella police station. The same day, David reported to the police accompanied by members of his *Nyumba Kumi* committee.

After a short discussion, the chair requested the police to refer the case to the *Nyumba Kumi* for possible resolution. He told the police that they would involve *Nyumba Kumi* officials of Kokoti village, Mike's home village. Mike accepted the request. Therefore, the police called the *Nyumba Kumi* chair of Kokoti village to inform him about the decision. They also asked David to pay for *boda boda* transport for the team of five to go and assess Mike's farm.

After assessing the damage, the two chairs asked Mike and David to discuss the matter amongst themselves and try to find a solution. After a while, Mike told the committee members that he had fallen out with David over the amount of money required for compensation. He demanded KES 5,000 (€50) while David only agreed to pay KES 3,000 (€30). After an unfruitful second attempt, the *Nyumba Kumi* officials decided to do a manual count of the maize consumed or destroyed.

They accounted for 85 maize cobs. They then used a market rate of KES 10 (€0.10) for each green maize cob and estimated Mike's loss at KES 850 (€8.50). They then estimated the crop residue consumed by David's cows to be a "donkey load" of about KES 150 (€1.50). For the hardened soil due to animal footprints, they settled on KES 300 (€3) and an allowance of KES 200 (€2) for the time Mike "wasted" that day. This amounted to KES 1,500 (€15). Mike did not raise further complaints, especially after engaging the men with the tedious exercise of counting maize cobs. A delighted David offered to pay *boda boda* transport for the participants back to Maiella trading centre to inform the police about the settlement. In this case, the police did not demand a "fee" from the disputants.

This settlement may not have been a mutual one, but the plaintiff willingly accepted the verdict of the committee, perhaps an example of a compromise. In other instances, a plaintiff may reject the compensation, and instead escalate the matter to higher offices. For instance, he may bring the area agricultural officer to assess the damage and calculate the loss, as already noted, and in most cases, the plaintiff may be asked to cover the transport and other costs that could be incurred during the exercise. Therefore, the decision whether to escalate a matter in dispute to higher offices involves cost – benefit considerations and if the costs outweigh the intended benefits, there is a likelihood that the plaintiff will eventually compromise by accepting a particular settlement. Sometimes, land-seeking clients who wish to maintain a leasehold arrangement could end up counting such losses as any other unpleasant circumstances in the business environment and therefore hope for better times in the future.

#### **Case 4. Purchase of a stolen table**

In April 2015, Janet, a Kikuyu salon attendant at Maiella trading centre informed her friends that she was interested in purchasing a table for her business. Her friend, Joshua (a Kikuyu) overheard the conversation. After a few days, Joshua came to Janet's salon and told her that his friend Leo (a Kikuyu) was looking for a buyer for a table he did not use anymore. Apparently, Leo needed the money urgently because he had consumed several beers at Don's bar the previous day, only to claim that he did not have money on him to clear the bill after draining the beer. Don (the bar owner) demanded the money within six hours and threatened to report the matter to the police if Leo did not comply.

Fearing that his friend would be reported to the police, Joshua convinced Leo to sell the table to raise the money for his bill. Apparently, Leo had separated from his wife some weeks ago and so he used her absence as an excuse for her not using the table. Joshua offered to witness the transaction and to append his signature to a sale agreement. He also assured Janet that Leo would offer her a good price. Later that day, Janet asked the men to bring the table to her house in Maiella trading centre where they could then discuss the price.

Joshua and Leo brought the table to Janet as requested. Leo asked for KES 1,500 (€15) but, after haggling, Janet paid KES 1,200 (€12) for it. She then prepared a sale

agreement after paying the money, which they all signed. Joshua asked for a brokerage fee of KES 300 (€3) but only managed to get KES 200 (€2) from Janet for his “troubles” in assisting in the transaction. The two men left immediately to Don’s bar and cleared the outstanding bill.

On 30.04.2015, Leo’s mother-in-law, accompanied by her daughter (Leo’s wife) visited the police station at Maiella and accused Janet of buying a stolen table. Apparently, Leo’s mother-in-law had given her daughter the table when she got married on condition that she would return it when her husband bought one for their home. However, following a marital dispute, Leo’s wife ran back to her parents without the table. Later on, a friend of Leo’s mother-in-law informed her that she had seen Leo and another man carrying a table, which was then sold to Janet. The senior police officer summoned Janet to answer to the allegations.

Janet was bitter; she told them that she had not conspired to steal the table. She explained the transaction and presented the signed agreement. Janet demanded a reimbursement of KES 1,400 (€14) in exchange for the table. She even stormed out of the police station without permission leaving a confused mother, daughter, and the police officer. After a week, the police summoned Janet back to the station. This time she found Leo’s mother-in-law. The senior police officer assured Janet that she would receive reimbursement for the table from the plaintiff within a week. He convinced Janet to return the table to Leo’s mother-in-law and promised her (Janet) that he would personally pursue her reimbursement from Leo. Janet agreed to surrender the table.

However, after a week, Janet did not receive her reimbursement as promised. The police officer had asked her to collect it from the station. Instead, the officer kept telling Janet that he was still pursuing Leo who had “disappeared into thin air”. Later on, the police arrested Leo and locked him up in a police cell for five days hoping that one of his friends would come to his rescue – but none did. The police then decided to release him on condition that he would find a way of raising the money and bring it to them for the settlement. When Janet demanded an explanation for his release, the police officer told her that they could no longer keep him because he was doing nothing in the cell but enjoying free food. Keeping him in the cell was not a solution to find the money.

After Leo’s release, Janet immediately reported the matter to her *Nyumba Kumi* chair. The chair notified a few committee members and they organized a meeting

with the police officer. In the meeting, attended by Janet and three *Nyumba Kumi* committee members, the police officer informed them that Leo had promised to bring the money to him after a week of his release, but he had not done so.

After a short discussion on the way forward, the committee members proposed to invade Leo's house and auction any valuables like clothes, household utensils, beds, and mattresses, to raise the money for Janet's reimbursement. The *Nyumba Kumi* chair promised to give Leo four days' notice, after which they would descend on his house. The committee also resolved that Janet would only receive KES 1,200 (€12). Afterwards, she could pursue Joshua for the extra KES 200 (€2). I left the study area before the conclusion of this matter.

Apart from revealing how participants devise solutions to particular situations, this case reveals some weaknesses in the handling of a matter in dispute by the police. When disputants are not satisfied with how the police handle a matter in dispute, they may seek assistance elsewhere. It is commonplace to auction items belonging to an offender if he does not take responsibility for his actions.

### **Case 5. The curse: a teacher impregnated his pupil**

Moses, the defendant, aged 30, is a *nusu nusu* (offspring of Kamba and Maasai) and was until this incident a primary school teacher at Olosho Iole Kaloi primary school. He is married with three sons. Following a shortage of teachers in the school, a board of teachers and parents hired Moses in 2010. Before his appointment, Moses was residing in Nkampani village, which neighbours Olosho Iole Kaloi village. Sometimes in May 2014, Mary, a class four pupil aged 20, suffered prolonged stomach aches and frequent vomiting. Her mother (Maasai) treated her with indigenous herbs but the situation got worse. Eventually, she discovered that Mary was pregnant. Upon receiving the news, Mary's father (Maasai) was very upset because he had offered the daughter a chance to enrol in school instead of marrying her off at a young age. However, the shame she brought to his home was not comparable to the money used in school fees. Mary's father demanded to know the person responsible for the pregnancy so that he could force him to marry her and pay her bridewealth. Mary identified her own teacher, Moses, as the offender. This revelation not only saddened her parents but also threw the entire school and village into panic – other parents were hoping that their daughters had not also

succumbed to him (Moses). Mary's father and the Local Peace Committee (LPC) took up the matter immediately. Worse, they revealed that Moses was Mary's distant cousin. The two belong to a clan of over 1,000 members, which spans several villages. Moses and Mary's parents use an identical style to notch their livestock, signifying how close the two families are in the bloodline. Sexual relationships between relatives are customarily prohibited in this area; exogamy is the rule rather than the exception.

When he met LPC members, Mary's father had one request: "people like Moses should not be allowed to roam the streets freely because they present an imminent danger to the morality of the society". He asked the committee to involve the police in the matter. However, the LPC decided to engage the school administration first. They summoned Moses to a meeting attended by the school's head teacher and other teachers as well as Mary and her parents. The meeting was the first of its kind in this village and so it drew the attention of dozens of parents who wanted to confront Moses. However, fearing possible chaos, the LPC did not admit parents to the meeting.

As is common in the meetings chaired by the LPC, the pastor, who is also a member of the committee, said a brief prayer after which the chair stood. "Mary, when was the last time you slept [had sex] with Moses?" he asked. "On the 5<sup>th</sup> March 2014", she replied. The chair went on, "*Mwalimu* [teacher] is this true?" Moses remained silent, a trend he repeated after every question. This angered those in attendance. The head teacher stepped in: "since he [Moses] does not want to speak, let us bring a medical doctor here to confirm this pregnancy and more so to run pregnancy tests for all girls in this school".

Suddenly, there was an uninvited contribution, "I did not impregnate this girl, I boarded a bus that had several passengers aboard already", retorted Moses who seemed quite disturbed by the head teacher's request. Everyone understood the metaphor. Moses was insinuating that Mary had been having sexual affairs with other men. Nevertheless, his interjection did little to distract LPC members who quickly supported the head teacher's proposition, noting that it would serve a greater purpose if villagers knew the statuses of their daughters.

The following day, a medical doctor from Nairragie Enkare, a settlement close to Narok town, came to the school through the invitation of the head teacher. He was "armed" with the necessary kit to run pregnancy tests. The matter had almost

crippled learning for close to a week. Parents hoped that the tests would not open a Pandora's Box – but that they certainly did.

Priority for testing was given to the upper primary classes (6, 7, and 8). Thirty pupils were subjected to the test. Out of these, two Maasai girls were confirmed pregnant, but it was difficult to confirm the men who had impregnated them. Therefore, another day passed and the confusion mounted. The following day, the head teacher referred LPC members to the District Education Officer (DEO) who is stationed at Oloibot in Narok county.

However, the DEO quickly distanced himself from the matter when he heard that the named person (Moses) had been hired through a local process and was therefore not a government official. "By allowing him [Moses] to teach your children in the first place, you allowed him to do whatever he wished to them", said the DEO, who quickly escorted the LPC members and the head teacher out of his office. He asked them to report the matter to the police for criminal investigation.

The case dragged for another few days as actors deliberated over the way forward. At the time, Moses, whose patience had worn out, opted to leave his job, insisting that he was not comfortable working there anymore. He returned to Nkampani village and began to search for jobs elsewhere. The matter in dispute was a real test of the capacity and unity of LPC members, whose confusion could be seen in their varied views on the way to proceed. Some members considered involving the police; others preferred to handle the matter locally.

Moses's father weighed in on the matter in the attempt to vindicate his family. A matter of this kind, according to him, could possibly lead to clan disintegration, for which the society would hold his family accountable. If Moses was found guilty, by whatever means, his father was already willing to persuade village elders and the LPC to perform a ritualised cleansing ceremony to "remove" the sin from his family, as is customarily acceptable in such circumstances. First, he reached out to Moses's wife to see if she could persuade her husband to own up to his actions. All this time, Moses had maintained his innocence and his wife believed him.

Therefore, Moses's wife had to either betray her husband's trust by persuading him to engage himself with the matter, or to disobey the request by her father-in-law.

Eventually she succumbed to public pressure since all rumours pointed towards her husband – she opted to run away from home convinced that her husband had become a "jogoo' [rooster] which does not respect its offspring". Her LPC members

had forbidden her to leave the village, but neighbours notified the LPC that she left early the following day without her children. An LPC whose mandate is to ensure unity in the society watched helplessly as the situation became worse.

Eventually the committee unanimously agreed to invoke the curse. The curse is usually the last option for settling a difficult matter in dispute. In this case, elders and the LPC would persuade the supernatural power of *engai* (God) to send misfortune or death as punishment to the offender if he did not own up to his actions. First, however, the committee had to do some preparations to set the stage for administering the curse. Preparations involved informing villagers that elders and the LPC would invoke the curse on a specific day and the reasons for doing so.

By notifying the villagers, LPC members give time to the offender(s) to surrender themselves before the curse is pronounced. Should an offender admit guilt during this “preparation time”, the elders and LPC may decide to pardon him and institute the process of punishment. Fearing the effects of the curse, two men (a Luhya and a Maasai) admitted to having impregnated the two pupils who were identified during the pregnancy tests in the school, but no one owned up to being responsible for Mary’s pregnancy.

The committee decided that Moses’s guilt or innocence would be determined by the curse. Normally, persons above the age category of the alleged offender or the offender’s age-mates can pronounce a curse. Since the matter was already before the elders, Moses’s age-mates, who are locally known as *emerues* in the Maa language (those in their 20s and 30s) let the elders (known in Maa as *erabaun*), some of whom constitute the LPC, take charge of the matter. A few elders usually represent those in the community in such an event. In this particular matter, the LPC chair pronounced the curse at Mary’s home:

“If this baby [pointing at Mary’s belly] belongs to Moses, may he never sleep with another woman”, he cursed. A LPC member explained to me the meaning of this statement. He informed me that the chair called on supernatural powers to punish Moses with infertility if he was guilty of the offence. Community members believe that the externalities associated with such a curse might extend to the offender’s family and livestock.

The chair continued, “If this baby belongs to another person and not Moses, may you [pointing at Mary] not hold in it your hands”. By this statement, the chair called upon supernatural powers to cause misfortune (perhaps death) to the baby if Moses was

not its biological father. Elsewhere, in Nkampani village, elders allied to Moses's family pronounced a similar curse, "If the baby does not belong to this family [to Moses] may it not eat this money". Moses's father had offered to pay KES 60,000 (€600) for child support. Therefore, the curse called upon supernatural misfortune on the baby if Moses was not its biological father.

In the studied village, there is no specific place set aside to carry out such curses or related ritual practices. Actors choose a suitable location for the activities depending on the nature of the matter at hand. They may decide to hold the meeting or ceremony at a neutral location, away from the compounds of either disputants. However, a disputant's compound or homestead is usually ideal in most cases. After a curse is pronounced, the next stage is to wait upon *engai* to perceive the offence and to send misfortunes at his will. The belief here is that *engai* will punish the offenders if he deems so and at his own time. Three scenarios are possible here; (1) the offender may succumb to pressure and still admit guilt before the curse takes effect; (2) the offender may, after observing some early signs of misfortunes, admit guilt, and can then plead with elders and the LPC for revocation of the curse, where he may be asked to present a sheep for the ritual; or (3) the offender may remain defiant and face the curse. Often, the curse is intended to "force" offenders to admit guilt. Rarely will offenders ignore early warning signals for fear of possible externalities of a curse.

The mood in Olosho Iole Kaloi village was that Moses would admit guilt and plead for mercy before the birth of the baby – but he did not. In November 2014, Mary was rushed to the hospital after suffering prolonged labour pains. Moses insisted on his innocence, "let her die; she is a liar", he told a relative who accompanied Mary to the hospital by phone.

After hours of labour, Mary's baby died at birth. Villagers who received the news were convinced that *engai* had sent a misfortune on the child. The death of the child "confirmed" that Moses was not the father after all. Upon receiving the "good news", Moses's wife returned home to beg her husband for forgiveness. To date, the two are still married. Mary's ordeal and the constant bad-mouthing from her age-mates did not break her passion to continue with school. At the time of this study, Mary was pursuing her education at a secondary school.

The Luhya man who admitted to having impregnated one of the other two girls pleaded for mercy and the committee scheduled a meeting to discuss his case. They

believed that the man would pay her bridewealth for marriage. In the other case, a Maasai cousin of the pupil claimed responsibility for her pregnancy. He said that he had been ashamed to do so earlier because of his close blood relation with the girl. The committee ordered him to surrender a ram to them for a ritual sacrifice to *engai*, in the attempt to appease him to revoke possible curses upon the family. They also ordered him to pay KES 500 (€5) monthly for child support after birth.

Later on, I was informed that after giving birth, the girl left the baby in the care of her aunt and has never been seen in the area since. The cousin still pays child support money to the aunt as required. A ceremony to cleanse the family was postponed in the hope that the mother would come back home – she had not returned by the time I left the study area. An elder told me that the LPC had proposed to conduct a ritual to cleanse the baby.

The use of curses to resolve a matter in dispute is quite rare in the studied area. However, some situations where disputes seem difficult to resolve call for the agency of supernatural powers. Apart from pregnancy matters, theft cases where the offender is unknown may also call for the use of the curse. Notably, the curse and ritual oaths, just as with other aspects which concern belief systems that anthropologists study, are not readily decipherable and are somewhat difficult to explain. The researcher only attempts a description of the situation based on personal observation and with reference to information from key informants.

### **Case 6. Sexual immorality and the curse**

Lilian is a *nusu nusu* (offspring of Maasai/Kikuyu) aged 50, married to a Maasai from Olosho Iole Kaloi village since 1980. In 2000, Lilian's husband got a government job as a local administrator at Sakutiek, which is roughly 30km from Olosho Iole Kaloi village. Before her husband left, Lilian had five children, but after a while, she gave birth to another child out of wedlock, while he was away. This angered her husband, who decided to marry a second wife. Since then, Lilian began to engage in sexual affairs with young men almost half her age.

In January 2015, a sexual affair between Lilian and Stephen, a young Maasai man, came to light. Stephen's wife recorded a complaint with the chair of her Local Peace Committee (LPC) following a violent confrontation with the husband over the matter. She explained:

My husband does not sleep at home; he does not eat food from his kitchen, because he comes home tired. It has been months since he read my constitution and I found out that he has been reading Lilian's constitution.

Stephen's wife used these common metaphors, "eating food from his kitchen", and "reading constitution", which are coinages in the Sheng language referring to "sexual relations with one's wife" and "having sexual intercourse", respectively.

After receiving her complaint, the chair informed other LPC members and sent word to Lilian and Stephen to attend a hearing at the former's home. Previously, the committee had threatened Lilian with a curse if she did not refrain from sexual immorality when Stephen and another man fought over her. According to the LPC, Lilian's behaviour was setting a bad example to the rest of society. Stephen's age-mates, the *emerues*, also warned him to stop his lust for a woman of his mother's age and to focus on stabilizing his already collapsing marriage – and he promised to do so.

At the time, Lilian scoffed at the LPC, blaming her behaviour on the husband who had "fled" home and married another woman. The LPC unsuccessfully pleaded with Lilian's husband to return home. He insisted that he could not stand the shame caused by the wife's adulterous behaviour.

A repeat of the offence made it clear to all that persuasion alone would not end the immoral behaviour. This time, Stephen's age-mates decided to invoke the curse against him. Elders in Lilian's age group were equally ashamed of her behaviour. According to them, Lilian had repeatedly insulted them by luring her "sons" to immorality instead of being a good role model to them and their wives. They too decided to invoke the curse against her.

Customarily, the *emerues* can curse an offender who is younger or in their age category, but not their elders. One of Stephen's age-mates and a member of the LPC told me that the presence of the offender when invoking supernatural punishment against them is necessary. The locus where the curse is pronounced, though important, is not usually fixed, although this usually brief exercise is commonly conducted at the offender's home.

Stephen, Lilian, and a few representatives from each age group attended the meeting. They then bundled themselves in respective age groups of the offenders. A representative of Stephen's age-mates gave a brief speech on the group's frustration, insisting that Stephen had disrespected them because he had

consciously broken his earlier promise. He then noted that Stephen had left them with no choice but to issue a warning that is sanctioned by supernatural consequences. A silent Stephen listened as the presiding age-mate called on *engai* (God):

... If you do not stop this behaviour, may punishment pass through your mouth and legs so that it will no longer be possible for you to repeat this act...

By this curse, Stephen's age-mates persuaded the supernatural power of *engai* to perceive and punish his offence by sending injury into specific parts of his body if he did not honour the warning. This case, like the last (Case 5), is comparable to the use of the curse among the agricultural Arusha of Tanzania (see Gulliver1963, 286). However, unlike the Arusha where one does not command *engai*, it appears as if Stephen's age-mates specifically directed supernatural affliction in the form of injury to specific parts of the offender's body. Just as in the case reported by Gulliver, the Maasai in the study area do not provide a timeframe to *engai* within which he should perceive the offence and send punishment. Similarly, elders in Lilian's age group, led by the LPC chair pronounced supernatural bodily harm upon her if she did not refrain from the behaviour.

A few days later, when Stephen was doing his normal duties on his farm, a tree branch fell off and hit his lower jawbone. The impact crushed a few teeth and caused a painful swelling. Community members and his age-mates were convinced that *engai* had perceived of his "sin" and therefore send the injury. Fearing that he would lose his teeth, Stephen dashed to look for his age-mates. He pleaded for their mercy and for revocation of the curse.

By pleading for mercy, Stephen demonstrated his weakness against his age-mates and acknowledged supernatural authority. In this society, an offence does not necessarily break the bond between age-mates. As observed, age-mates are accountable to one another. When an offender pleads for mercy and for the revocation of a curse, other age-mates have the duty to ceremonially reincorporate him into the society by conducting a ritual.

A few conditions must be met in order to revoke a curse. The offender must demonstrate beyond reasonable doubt that he has acknowledged the offence, that he is subject to the group's decree, and that he will never repeat the offence. This is difficult to determine but, as observed, the perceived power of the curse and particularly its possible externalities encourage offenders to adhere to the terms of

settlements. Unlike other offences where the curse is not invoked, informants noted that it was unlikely for one to repeat an offence for which a ritual was conducted to revoke a curse.

In this village, curses are usually revoked in the evening at around 8pm, in the presence of the offender's kin and when livestock are back from herding. Villagers believe that the ritual also revokes any possible externalities on the latter. On the day in question, eight age-mates arrived at Stephen's home. According to custom, Stephen prepared a glass of milk for the ritual. From one age-mate to the other, they took a sip of the milk and held it in their mouths for a while until all participants had sipped some. They then spat the milk back into the glass one after the other, forming a mixture of milk and saliva. Thereafter, Stephen and his next of kin drank this mixture from the glass. Apart from being a way of reincorporating an offender into a specific age group and in the society, drinking this mixture of saliva and milk is believed to cleanse the offender and his kin and therefore to revoke the curse. Rarely do they drink beer or feast after such events, unless the offender is willing to show group loyalty by offering a goat or a ram for a feast. In most cases, the family of the offender treats participants to a cup of tea and some bread, perhaps some lunch/dinner if the ceremony lasts longer than expected.

This symbolism of group solidarity is not new in the studied area. Interviews with elders revealed that the Kikuyu and Maasai participated in joint ritual repast to express unity during the Mau Mau uprising against the colonial administration in the early 1950s. However, in this ritual of solidarity, a ram was slaughtered and its blood was collected in a bowl. The Maasai and Kikuyu men in attendance then pierced their skins with sharp objects (arrows), and each contributed a few drops of own blood, which was mixed with the ram's blood.

Participants then took a sip of the mixture. Sharing blood symbolized "brotherhood" among the Maasai and Kikuyu and formed a bond between the two groups, where the Maasai were bound by curse not to reveal the whereabouts of Kikuyu Mau Mau fighters to British soldiers. This way, the Maasai protected Kikuyu who hide in their *manyattas* when British soldiers began to pursue participants of the Mau Mau uprising.

Lilian also suffered an injury to her leg. While doing her daily chores, she stepped on a stick, which pierced her leg. Relatives immediately rushed her to the hospital following excessive bleeding. Doctors attended to her and discharged her after

sometime. For close to a month, however, Lilian's wound did not heal – it was still swollen at the time of the study. Villagers believe that a piece of stick must have become lodged in her leg. According to the LPC, Lilian's condition was a supernatural infliction, which would only change when she disowned her offence and pleaded for mercy. A committee member told me that if Lilian decided to do so, they would invite her husband to a ritual.

In conclusion, this case shows how a LPC resolved a difficult matter through the agency of supernatural powers. Notably, Stephen, whose parents are Kikuyu and Maasai, is not exempted from the dictates of his age-set organization in the Maasai ideal. In fact, two of his age-mates, who pronounced the curse and consequently attended the revocation ritual, also share Kikuyu and Maasai blood. After Stephen's age-mates revoked the curse, Stephen repented his sins in church and is said to have distanced himself from immorality. Henceforth, he dedicated his life to serving in a local church. According to his friends, Stephen's behaviour changed for the better, a change that saved his marriage.

It is important to reiterate that curses and ritual oaths as mechanisms of social control and dispute settlement are based on a group's belief system and are therefore understood and described in the same way. It remains a puzzle (spiritually) whether adherence to Christian faith, which is widespread in the area, conflicts with Maasai *engai* (God) and the traditional beliefs in curses and oaths.

### **Attempts at integrating dispute resolution to age organization**

OI tepesi le Parsimei village has made the effort to integrated LPCs to the overriding age-group organization. In this village, membership of LPCs is subdivided into two male age-set categories: senior males (*erabaun*), aged above 40s and 50s, and junior males or youths (*emerues*), in their 20s and 30s. The *emerues* may be compared to the *morans*. Perhaps as a reaction to the decreasing significance of *moranhood* in this portion of the former southern, which was largely driven by colonial policies of the 1920s<sup>102</sup>, youths in the studied area seem to be recreating the symbolic instrument of the *moran* institution through LPCs.

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<sup>102</sup> Such policies included the abolition of raiding and the attachment of heavy penalties on the vice; the colonial office also recruited *morans* as government *askaris* (police) and organised various social activities like sporting events in the effort to keep them "busy". Rhodes House, Oxford/Micr. Afri./515/Annual Report/1923-1924.

Nowadays, the few male youths who become members of LPCs not only represent other age-mates in dispute resolution, but also somehow become their leaders. Interestingly, in the Maasai villages studied and particularly in Ol tepesi le Parsimei village, male youths show a degree of separateness from their elders when handling their affairs and disputes. They strive to resolve matters in dispute that affect their age-mates in the exclusion of the elders, as demonstrated by the cases below. In this village, community members adapted LPCs into the three main kinship groups that form an entire clan. The three families: Ol tepesi Ol Parsimei, Ole Teti, and Olmani, constitute the largest population of Ol tepesi le Parsimei village, while a few other members span across several neighbouring villages, including Nkampani and parts of Enoosupukia. Consequently, three LPCs emerge from the setup each representing one of three kinship groups. They include:

1. Ol tepesi Ol Parsimei peace committee. This is centrally located in Ol tepesi le Parsimei village, and draws its entire membership from one family (the Naadokila family). The family is notably the most populous and powerful, socio-economically, with enormous wealth in livestock and land. Table 16 shows the personal attributes of members of this committee. I have adopted this particular committee for the case studies and discussion below.
2. Oleteti local peace committee. This committee covers parts of Nkampani village and the neighbouring Inkoroinito village.
3. Olmani local peace committee. This committee stretches northwards from Ol tepesi le Parsimei village, covering areas of Kipise Adjudication Section and Enoosupukia.

Membership of the three LPCs is flexible. With time, some members found themselves sitting on almost all three committees and exercising judicial functions on behalf of the entire community. For instance, the only senior elder who managed to complete primary school sits on all committees. Other committee members refer to him as “the learned one” – a reference that gives him symbolism in the community. He also doubles as an advisor to the area chief on local affairs. His prowess in writing has earned him the position of secretary in all three committees. Other members rely on him to report a matter in dispute or a settlement to government officials in writing.

Each of these three LPCs is further broken down into age-set groupings with respect to junior males (*emerues*) and senior males (*erabaun*). One may argue that such flexibility of LPCs and fluidity of committee members within a homogeneous group demonstrates the institutional capacity to adapt to the prevailing social order at the local level. One may also see it as a way of adapting and integrating a neo-traditional institution into an informal, traditional system, or vice versa. Except for Ol tepesi le Parsimei village, there is very little to discuss about such integration in other villages. Cases 7, 8, and 9 show how the *emerues* resolve matters affecting their age-mates. Case 10 involves both the *emerues* and *erabaun*.

### **Dispute resolution among the ‘*emerues*’ age-group**

In Ol tepesi le Parsimei village, the *emerues* age-set strives to resolve disputes involving individual peers and their families without involving the elders. These youths take dispute resolution as a “private” affair, which must be confined within the age boundary. Seeking advice or assistance from elders in order to resolve a matter in dispute reduces the respect that society accords the *emerues* as future leaders of the community. The society perceives male youths as weak and ill-prepared for future responsibilities in the society if they make a habit of consulting elders about their own affairs. Furthermore, as observed, the society attributes a failure of male youths to resolve a matter in dispute to disunity and possible malfunction of the age-set system. Such a failure amounts to public shame and renders a serious blow to the symbolic apparatus of power and authority.

Arguably, therefore, integrating LPCs and dispute resolution into the traditional age-set organization prepares youths for future roles as elders and leaders of the society, an image that youths must protect. According to the elders interviewed, such an arrangement helps to nurture decision-making skills among the young generation, and equips them for possible tougher times, when their decisions will transcend their immediate group. Moreover, their young ones are socialized in these values - thereby enhancing cultural learning.

As shown in the cases below, the *emerues* also influence their wives and families to respect the age-set and to report marital and related disputes to members within the age category. As observed during fieldwork in Ol tepesi le parsimei village, the *emerues* attend to disputes that involve all members of their age group in the village

irrespective of ethnic affiliation. Therefore, Kikuyu land-seeking clients and other non-Maasai youths who work or live in the village are under the authority of the age group. This also applies to Kikuyu women in their lower age category who are married in the Maasai village. They too must report their complaints to members of the age group, except when the nature of the matter in dispute demands the audience of the elders (women or men).

Notably, Kikuyu women learn to fit in the prevailing dispute resolution arrangement of their Maasai peers at the time of marriage. They are encultured in the Maasai customs to respect their elders as their own mothers and fathers. They also learn how to respect members of their age group as their own sisters and brothers. Young wives may then gossip about their husbands in their respective age groups while keeping a social distance from their parents-in-law. Above all, they learn to share their problems and frustrations with their peers and to seek advice from them on matters concerning the family and the socially constructed gender responsibilities, while sharing marital experiences during social and economic interactions and activities.

At weddings, funerals, and related social gatherings, one can easily notice an elaborate social space, which women consciously maintain in their sitting arrangement, with respect to age. However, when one has serious marital disputes, she may seek the attention of her mother-in-law, whose responsibility includes that of ensuring that the son's marriage remains intact.

As observed in Ol tepesi le Parsimei village, a woman whose husband is in the *emerues* age group will report a marital dispute or related family problems to the husband's male peers, often without consulting the husband. Case 7 below describes a situation in which a woman wronged her husband when she lost money meant for shopping.

### **Case 7. Wife loses KES 700 for shopping**

David, a member of the Maasai *emerues* age group, gave his Maasai wife KES 700 (€7) to buy household items from Maiella trading centre. However, his wife lost the money on her way to the trading centre. David's wife knew that her husband would be angry and perhaps beat her because he had spent the previous day selling sheep to be able to raise the money. Instead of returning home to explain herself to the

husband, she went to the home of her husband's age-mate, Ken, to report the matter. Ken is a member of the *emerues* age-set, which forms part of the OI tepesi OI Parsimei peace committee (dominated by the Naadokila family, see above).

After explaining her problem, David's wife persuaded Ken to accompany her home and to ask for forgiveness from the husband on her behalf – he complied. They found David in his house. Ken asked David's wife to wait outside the house so that he could "set things right" with her husband before she could join them. He told David that his wife had wronged him by losing the money and, apart from regretting her mistake, she was requesting for forgiveness so that there could be peace between them.

Ken then offered to pay David the money and cautioned him against beating his wife. The matter was put to rest. When asked, David said that he could have disciplined his wife for carelessness were it not for Ken's intervention. He still held the opinion that the wife may have lost the money when she was busy gossiping with other women.

By taking on the responsibility for paying back the lost money, Ken demonstrated an example to other peers in resolving a matter affecting "one of their own". This example could also be explained from the perspective of polyandry in the Maasai society, where a woman socially marries the entire age group of her husband. The male peers, in this case, are responsible for the welfare of the families of their peers.

### **Case 8. Early marriage in a Maasai/Kamba context**

Lydia, a Kamba girl whose family runs a small shop and hotel at OI tepesi shopping centre, was impregnated by Jonah, a Maasai youth of the *emerues* age-set of the Naadokila family (OI tepesi OI Parsimei peace committee, see above). Lydia was still in primary school. Jonah's age-mates called him for a meeting when they found out that he was responsible for the pregnancy. Rumours had it that Jonah had been pursuing Lydia for a while. She also confirmed that he was indeed the one responsible for her pregnancy.

In a meeting organized at Jonah's home, his age-mates forced him to agree to marry Lydia as a second wife, and said that they would initiate dialogue with her father, and even offered to assist Jonah to raise the bride wealth. According to members of this group, marrying Lydia as a second wife was the most appropriate way for Jonah to

take responsibility for his actions. When Jonah's age-mates met at Lydia's home two days later, Lydia's father became furious when Jonah confessed to the pregnancy. Lydia's father told the group off and rejected the proposed marriage of his daughter to "the Maasai", whom he furiously insulted, by associating Jonah's behaviour, "defiling" his schoolgoing daughter, with immorality in the society.

Senior elders (*erabaun*) of the village local peace committee got wind of the matter and the unsuccessful meeting. They proposed to get involved in the matter but the *emerues* rejected their offer and insisted that they had the capacity to resolve the issue peacefully. The elders distanced themselves from the matter, but followed proceedings in case their intervention was needed.

After their failed attempt, the youths organized a second meeting amongst themselves. This time they agreed to give Lydia's family some time, hoping Lydia's father would reconsider his decision regarding the marriage proposal. Meanwhile, they began to plan for childbirth. They told Jonah to search for a fat ram, which would be slaughtered for Lydia upon giving birth, as is customary in the Maasai society. They also directed Jonah to save KES 5,000 (€50) for Lydia's family to meet her needs and that of the baby. When Lydia gave birth, Jonah's age-mates returned to her family and slaughtered the ram in honour of the newborn son.

They then contributed money amongst themselves, raised KES 10,000 (€100), and presented it to Lydia's mother for the baby's upkeep. This time round, Lydia's father seemed to have cooled down his anger, a gesture that Jonah's age-mates welcomed as a sign of acceptance in the family. However, they did not make a second appeal for marriage at the time, but opted to save this for a later date. "We are still giving Lydia's father time to calm his anger ... he will then decide whether to give us a wife or the son", one of them said in a group interview.

This case is interesting in at least three ways. First, Jonah's age-mates did not consult his first wife (who is in her 20s) on the decision to have a co-wife. However, she knew that she was subject to the rule that bound his husband's age-mates requiring all members to take responsibility of their actions. In this society, breaking a group's decree could provide possible grounds for a curse whose penalty may include loss of livestock or even death. Peers have the power to initiative a curse where necessary.

Secondly, Jonah's age-mates demonstrated their ability to resolve a complex matter (at least they tried), without asking for help from their elders. Perhaps the situation

might have been resolved faster if it had been discussed by the elders (*erabaun*). Perhaps Lydia's father would have listened to those in his age group than to a bunch of young folks who may not have had enough skills and experience to negotiate for bridewealth and for marriage. Nevertheless, the elders respected the wishes of the youth to be allowed to handle the matter alone, perhaps as another way of preparing them for future related or different matters.

Third, the procedure for handling the matter in the Maasai setting is exported to a family of Kamba descent. This shows that both Maasai and non-Maasai inhabitants of Ol tepesi le Parsimei village are under the authority of the village's local peace committee.

### **Case 9. Fight: Maasai/Kikuyu youth**

One day, Gitau, a Kikuyu who came to Ol tepesi le Parsimei village to rent farmland with his mother from Kinangop, got into a fight with Pose, a Maasai youth of Ol tepesi Ol Parsimei peace committee. Gitau was hurt in the fight. He went to the hospital at Maiella trading centre and afterwards recorded his complaint with the police at the chief's office. The police summoned Pose to the station.

Instead, Pose's age-mates decided to go to the police station themselves. They pleaded with the police to refer the case back "home" for possible resolution. Their leader said:

These two [Gitau and Pose] are of the same age-set [late 20s], they are neighbours, and their parents live in the same village. We want peace between them. We mean no harm. If Pose is locked up in jail, Gitau will not have peace in his mind. Pose must also reconcile with Gitau in order to have peace in his mind. The two families will only cooperate if they resolve this matter peacefully.

The senior officer was persuaded and allowed them to resolve the matter on their own and to later inform the police about the proceedings.

Upon arrival at the village, Pose's age-mates organized a meeting between the disputants and their parents. After discussions, they found Pose guilty and resolved that he should compensate Gitau with a sheep for the pain inflicted upon his body. They also ordered Pose to reimburse Gitau with KES 2,000 (€20) to cover the *boda boda* (motorbike) fare to the hospital. Later that day, Pose presented Gitau with a female sheep, which had just given birth so that he could start to milk it. By the time I was leaving the study area, Gitau's sheep had given birth to twins. His sheep had

therefore increased to four out of the compensation. There has not been any dispute between the two neighbours since the settlement.

In summary, the *emerues* demonstrate a strong commitment to peaceful resolution of disputes affecting members of the age group without considerations of ethnic differences. With reference to the last case, the chief and police noted that they welcome instances where community members use their own cultural attributes in order to resolve disputes. According to a member of the group, the fact that Gitau's sheep multiplied so quickly symbolizes Pose's genuine remorse and willingness to transform the relationship between him and his peers.

Cases 7, 8, and 9 show dispute resolution from the perspective of the *emerues* in OI tepesi le Parsimei where dispute resolution is organized with respect to age. Several examples may be given for situations where senior males (*erabaun*) participate in disputes affecting the *emerues* age-set. More importantly, the *erabaun* handle disputes that have the potential to cause ethnic tensions between *emerues* of Maasai and Kikuyu. Such incidences include boundary disputes, herder-farmer conflicts, and related problems, as demonstrated by case 10.

### **Case 10. Farmer-herder dispute and a bond through animal blood**

In a case involving a Maasai herder and a Kikuyu farmer, the Maasai's livestock strayed into the farm of the former and destroyed crops. The farmer lives in Maiella trading centre and has rented farmland in OI tepesi le Parsimei village. He thus engages in circular forms of mobility to and from the farm. The Maasai herder is resident in the village and a member of the Naadokila family, home of the OI tepesi OI Parsimei peace committee.

The Kikuyu farmer found the livestock grazing on his crops. It was a market day at Inkoroinito shopping centre near Nkampani village and many people, including the Local Peace Committee (LPC) members, had gone to the market. The farmer decided to take the animals to Maiella police station, fearing that the boys herding the animals would not disclose their offence to the owner of the livestock.

The boys called the owner of the livestock by mobile phone and informed him about the incident. On receiving the news, the former immediately searched for LPC

members at the shopping centre and, together with two elders, they hurried through a shortcut and intercepted the farmer before he could move the animals far.

The rains had just started and the animals had not recovered fully from a prolonged drought, so they were still weak and could not move fast. The elders pleaded with him to surrender the animals and to allow them to discuss the matter back home (at the household level). The farmer notified them that he had tried to find LPC members and the owner of the livestock. He justified his action in the event that the boys decided not to reveal that the animals had damaged his crops.

After spending time moving the weak animals back home, they all assessed the damage caused on the farm. After some negotiations, the elders resolved that the Maasai herder would compensate the Kikuyu farmer with KES 4,000 (€40) and a female sheep.

Financial compensation in conflict resolution, though popular among the Kikuyu community, has little weight among the Maasai. In most cases, the Maasai accept livestock (usually female) as compensation in dispute settlements. Livestock, they argue, symbolizes the reunification of disputants by the blood of the animals, and villagers interpret their reproduction as signifying long-term friendship between disputants, or transformation. Money, they argue, creates a weak bond, which may last only until it is spent. Generally, however, compensation involves both livestock and money. The Maasai have increasingly influenced Kikuyu towards this form of settlement.

In summary, by trying to integrate the neo-traditional conflict resolution mechanisms and ideas into the traditional age-set organization, the studied Maasai communities are managing to adapt LPCs to their overriding social structure, thereby giving LPCs shape and identity. As demonstrated in the cases, dispute resolution through NKC and LPCs, though facing various challenges, helps to transform relationships between disputants and to limit situations where small-scale disputes could transform into large-scale interethnic strife. More importantly, cross-cutting ties between neighbours and between age groups, as well as between landowners and tenants among other interest groups help to bring disputants to negotiate in a peaceful manner, and, sometimes, to compromise for a greater good. This echoes historical patterns (as discussed in chapter 1 and in chapter 8) where the ancestors of these

communities applied local norms and values to solve disputes and enhance solidarity and interdependence.

Nevertheless, LPCs and NKCAs lack the capacity to deal with serious conflicts, the majority of which relate to ownership and control of land and which are characterised by politicised ideals. Based on observation in the studied villages, LPCs and NKCAs usually attend to minor disputes, which if left unattended could easily cross borders and degenerate into potential security threats.

In most cases, difficult or serious land conflicts between and within particular ethnic groups, are decided through formal procedures including the courts. Some may be resolved at the county land ministries. Below are two extended cases (Cases 11 and 12), which demonstrate scenarios of complex land disputes in the studied area that have proven quite difficult for LPCs, NKCAs, and the local administration.

## Case 11. Plot 24: Maasai/Kikuyu land ownership dispute

The following extended case discusses an ongoing land ownership dispute between a family of Kikuyu descent and another of Maasai descent, which has lasted for close to twenty years. The plot of land is located in Kipise Section in Enoosupukia, near Mpeuti village. In the photograph below, Isaac, an elderly Kikuyu farmer, who claims ownership of the disputed land, showed us some documents to support his claims. These include a handwritten sale-of-land agreement between him and Ncheka (the alleged seller) dated to 1975 – that is, over forty years ago.



Photograph 14. Isaac displaying a handwritten sale-of-land agreement between him and Ncheka ole Omerae dated 1975 (source: field data, 2014).

In the following discussion, I will explore various pieces of evidence of the alleged transaction: the handwritten sale-of-land agreement, a beacon certificate, which is the equivalent of a title deed, and correspondence from the District Land Adjudication and Settlement Office (the DLASO), which is located in the Ministry of Lands and Settlement in Narok county. Through my own observation of the evidence and with reference to facts about the matter in dispute, the case study will show the possible twists and turns in local-level land ownership disputes and the struggles involved in the pursuit of tenure rights. It will also reveal possible threats to the institution of patriarchal inheritance.

I will highlight and discuss a manipulated part of the handwritten agreement, which makes it difficult to ascertain the actual size of the piece of land sold. Additionally, I will assess the legitimacy of handwritten documents as proof of ownership rights to land, in the era of formal title deeds, and show actors' tendencies to revoke such

evidence on grounds of admissibility in contemporary determination of land disputes. The discussion also reveals the problems that a plaintiff may face following the death of a key eyewitness to an informal transaction regarding land whose ownership is disputed several decades after an alleged transaction.

Due to the sensitivity of the matter in dispute, I chose to use proxy information where necessary, and to avoid frequent contact with the disputants, and/or circumstances which could possibly interfere with the ongoing dispute or influence other related situations in the studied area. I also spread the investigation over several months to build trust with key informants. That said, the evidence provided here is in the public domain and does not, in my opinion, incriminate any of the concerned parties. The case exemplifies the complex land question in Kenya and the studied area.

I will begin with a brief background of the disputed land. In order to situate this context, I will revisit the earlier discussion on migration of Kikuyu from Central Province and consequent agricultural colonization in the Rift Valley (Chapter 3). Thereafter, I will focus on the dispute arising from the alleged transfer of ownership rights to the land in question (Plot 24). Afterwards, I will demonstrate the plaintiff's unwavering quest for justice and the hardships faced, as well as the defendant's position and the justification with which it carries.

The concluding discussion analyses the possible paths (or situations), which the ongoing dispute may take. It also explains various social-economic changes that motivate actors to invest time and money in property-related claims today. Despite the intrigues and the difficult circumstances that faced the disputants in this case, none of them used violence or ethnic affiliation as tools to claim tenure rights. The case study will engage the reader with an actual scenario of land disputes in Enosupukia. It is also meant to enrich previous discussions on possible disputes that emerge due to historical land transfers from Maa-speakers to Kikuyu farmers (Chapter 3).

## **Background to the dispute**

When the British appropriated land in Central Kenya from the late nineteenth century, they forced thousands of Kikuyu to migrate elsewhere in the search of land and settlement (see Chapter 3). The majority of Kikuyu negotiated for settlement and farmland from Dorobo hunter-gatherers and Maasai pastoralists in the Rift Valley.

Maa-speakers either sold, gifted, or exchanged land for wives and food produce with Kikuyu farmers, a process that led to massive appropriation of resources, and the colonization of agricultural frontiers in the Rift Valley.

With the increase of land-seeking clients, driven by demographic pressure, poverty, and landlessness in the twentieth and twenty-first centuries, new frontiers including Enoosupukia and other parts of the former Maasai southern reserve were progressively converted into means for market-oriented food production. The story of Isaac (the plaintiff in the case in question) starts in the 1950s, when he moved to Maiella.

Isaac was among those farmers of Kikuyu descent who migrated from Central Kenya to the south of the Rift Valley in the search of settlement and farmland. Together with his wife, Ruth, and five children, Isaac migrated from Limuru to Maiella in the southern periphery of Lake Naivasha basin around the 1950s. Here, the family joined a group of about 600 farmers, mostly of Kikuyu descent, who bought Maiella Estate from an Italian settler in the early 1960s (see Chapter 3).

In the early 1970s, Isaac, together with other Kikuyu, began to explore more land opportunities in Enoosupukia, an area known for conducive soils and abundant rainfall for agriculture. However, Maa-speakers were not quick to sell land to “strangers” who showed up at their doorsteps – one had to establish his presence among them for some time, perhaps make friends, drink beer together with them, or perhaps present a daughter for marriage. Isaac accepted a job offer from the family of Kisiye ole Mdol. Henceforth, he farmed for his Maasai boss for a monthly wage of KES 70 (€0.70). Isaac’s job helped him to nurture and cement friendship with other Maasai and Dorobo families in Enoosupukia.

From the standpoint of what one could relate to a “social engineer”, Isaac hoped that his network of friends would assist him in buying his own land to supplement his other piece of land in Maiella. Indeed, Ole Mdol gave Isaac an acre of land for free on which to build a house for his family and to cultivate food for them. Having found a new place to live, Isaac moved his family from Maiella to Enoosupukia.

For about four years, Isaac and his family lived on Ole Mdol’s farm. By this time, the family had increased by three children. In the fifth year of their stay, Ole Mdol began to sell portions of his land to interested buyers with the intention of moving away from Enoosupukia to another land elsewhere. Isaac saw this as a good opportunity to purchase additional land, but Ole Mdol declined his request and demanded one of

Isaac's daughters for a wife in exchange for land. Isaac's daughter declined, which quashed the chances for his father to gain land from his employer. Unlike in the Maasai culture, where a father can easily marry off his daughter in order to gain wealth (usually livestock), the Kikuyu rarely force their daughters into arranged marriages.

Nevertheless, Isaac's wife called his brother from Limuru, who disguised himself as an ordinary land-seeking client and purchased an acre and half of land from Ole Mdol on her behalf. This portion of land was not enough for a family of ten. Therefore, Isaac continued to seek out more farmland among Maa-speakers in the area. He met Ncheka ole Omerae (the father to the defendant in this case) from whom he allegedly bought six acres of land on a willing buyer–willing seller basis. Said parcel of land is the subject matter of this case study.

According to Isaac, his family lived and cultivated the disputed land for over twenty years. During this time, the defendant did not raise any dispute against the plaintiff's ownership rights. However, sometimes in 1994, after the 1993 violence and forced movement of Kikuyu farmers from Enosupukia (see Chapter 3), the son of Ole Omerae allegedly grabbed Isaac's land and began to cultivate on a portion of it, and leased another portion to land-seeking tenants (mainly Kikuyu).

After the violence, Isaac returned to Enosupukia to reclaim his land, but Ole Omerae's son engaged him in what appeared to be a cat-and-mouse game. A serious dispute over the land ensued, which saw the disputants separately, and sometimes jointly, approach the Ministry of Lands and Settlement in Narok in the search of a solution. This dispute is still ongoing (based on follow up information from informants after fieldwork). Isaac claims that Ole Omerae's son, who is in his 30s, robbed him of his six acres of land, which he "genuinely" bought from his father. However, the defendant claims that the land in question is his rightful inheritance. Who then is the rightful owner of this land?

## **Plot 24. Purchase of the disputed land**

I will now discuss some questions that arise from the sale of the disputed land and the legitimacy of the handwritten sale-of-land agreement. Figure 14 shows the original Swahili handwritten agreement, which is translated (in its entirety) afterwards. However, for purposes of this discussion I have circled a part of the original

document, which appears to have been manipulated perhaps to conceal important information about the actual size of the parcel of land that allegedly changed hands, the discussion of which follows thereafter.

As shown in the document (Figure 14), the alleged transfer of ownership of the land in question happened on 26.06.1975. Two eyewitnesses sanctioned the transaction; Mputiai ole Kiondo, a Dorobo on the defendant's side, and Kimani wa Gitau, a Kikuyu on the plaintiff's side. The witnesses either signed or put a thumbprint on the handwritten document, which henceforth became proof of transfer of ownership rights.

Participants in the transaction also affixed a Kenya postage stamp on the handwritten document, perhaps to symbolize that the contract was binding and to provide assurance that the concerned parties understood the terms of the agreement. Henceforth, Isaac stored the handwritten agreement, perhaps oblivious that it would stand a difficult trial four decades later.

26<sup>th</sup> June, 1975

MAKUMBALIANO YA KUUZANIA SHAMBA

(- KIPISE SECTION / ENDO SUPUKIA)

Leo tarehe 26/6/1975, mimi Nchenka ole  
Omerae (ID. Card Lost), nimemunzia Buana  
Isaac Mwangi Kimama ID. No. 0908548/63  
shamba ekali <sup>3 1/2</sup> Etau (Acres) kwa mbei ya  
shilingi elfu moja mia taro (shs. 1,500/=)  
kwa eka. Amenilipa pesa zote shilingi  
elfu tisa (shs. 9,000/=) na hana ndeni.  
Nambani ya shamba ni ishikini na NNE  
No. 24 Kipise Section.

Marshahidi: 1. Mputia ole Kiondo  
2. Kimani wa Gitau-Bitar

Munzaji: Nchenka ole Omerae - Nche

Mnunuzi Isaac Mwangi Kimama  
- Mwanzi



Figure 14. Handwritten sale of land agreement between Ole Omerae and Isaac Kimama (see translation below) (source: field data, 2014).

## Translation of Figure 14

Note: The underlined part of the translation below appears to have been manipulated as shown in the original handwritten agreement (above). As a result, the original handwritten sale of land agreement shows a serious discrepancy with regard to the cost of the land. Kenya shillings is abbreviated, 'Shs.' or 'KES'.

<p>26<sup>th</sup> June, 1975 AGREEMENT TO SALE LAND (KIPISE SECTION/ENOOSUPUKIA)</p> <p>Today 26/6/1975, I Ncheka ole Omerae (ID Card Lost) have sold Mr. Isaac Mwangi Kimama ID No. 0908548/63 land <u>three acres (3 acres)</u> for 1,500 Kenya shillings (Shs. 1,500) per acre. He has paid me in full nine thousand Kenya shillings (Shs. 9,000) and thus has no debt. The plot number is twenty-four, No. 24, Kipise Section.</p> <p>Witnesses 1. Mputiai ole Kiondo (no signature) 2. Kimani wa Gitau (signed)</p> <p>Seller: Ncheka ole Omerae (thumbprint) Buyer: Isaac Mwangi Kimama (signed)</p> <p>(Kenya postage stamp)</p>
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Several points can be inferred from the document. The handwritten agreement points to the possibility of a transaction involving the sale of land. However, the document is informal, as compared to a title deed, and is thus not legally binding in statutory terms. Therefore, the defendant or a court may revoke it on grounds of admissibility in a formal court process. It thus appears that the defendant took advantage of this fact in the attempt to claim the land as his rightful inheritance.

Indeed, the defendant insists that the handwritten agreement is a mere fabrication, which should be considered null and void. However, the defendant's mother contends that Isaac and his family lived among them for years and were in fact respectful friends. Nevertheless, the defendant insists that the agreement between his father and Isaac was based on access rights only and therefore did not refer to the transfer of ownership rights.

Was there a transaction of this kind in the first place? Let us consider two assumptions:

Assuming the transaction did actually take place, going by the sale agreement, the next question would be the actual size of the piece of land, which changed hands at the time, and the amount of money paid for it – this is where the problem lies. In a later evidence (below), Isaac insists in writing that he bought six acres of land from the defendant's father. From his standpoint, the only way to verify whether the transaction did take place is through the handwritten agreement and the eyewitnesses who sanctioned the transaction.

However, someone appears to have tampered with the original document on the part, which could have otherwise guided us to verify the actual size of land sold. I have circled this contentious part (see Figure 14 and the underlined part in the translation). In the manipulated part of the agreement, someone appears to pass the impression that Ole Omerae sold only three acres to Isaac.

This presents yet another query. If indeed the sale involved only three acres and each acre as per the agreement cost KES 1,500, the total price for three acres would then be KES 4,500 and not KES 9,000 as shown on the document. This, of course, does not make mathematical sense. The figures that are not tampered with (the price per acre, KES 1,500, and the total amount paid, KES 9,000) give a more accurate impression. Going by these figures, one can argue that Isaac may have bought six acres at a cost of KES 1,500 per acre, and thus paid a total of KES 9,000.

Both seller and buyer are illiterate (for Isaac, at least now). Therefore, someone else may be blamed for tampering with such important evidence. However, questions about the person responsible for manipulating the evidence and the motivation to do so remain unanswered. Surprising, despite this discrepancy, concerns over the size of the piece of land that was allegedly sold seems to have somehow escaped the attention of concerned parties. These include the DLASO, which has been involved in the matter.

Assuming the transaction did not take place, one must be compelled to explain the existence of a document that testifies to the contrary, and perhaps show alternative motives behind the dispute. These questions are better answered after exploring other forms of evidence, which I present below. However, as noted in Chapter 3, there were claims that land-seeking Kikuyu may have used various strategies to defraud illiterate Maa-speakers of their land at least from the early twentieth century. Indeed, some Maa-speakers in the studied area still insist that some land-seeking Kikuyu increased the sizes of lands acquired from the former by dubious means.

Some argue that the latter progressively extended their boundaries in order to appropriate more land illegally or changed access and user rights into ownership rights through handwritten “agreements”. Going by this assumption, one might expect that some ignorant Maa-speakers may have signed or put thumbprints on documents containing terms incomprehensible to them. This may be possible, considering the fact that many land deals were sealed over drinks of beer at the time.

Nevertheless, the control and ownership of land was a crucial topic in post-colonial Kenya and, as one would expect, individuals were more cautious while dealing with land sales particularly after the experiences of the colonial regime. The Maasai, having lost much of their land to British settlers, also became aware of the importance of land ownership as opposed to settling for access rights. Consequently, eyewitnesses became important actors in transactions involving the sale of land. Of course, the possibility of using an eyewitness as an accomplice to appropriate land illegally cannot be underestimated.

It is important at this point to turn to other evidence to proof ownership of the disputed land, but first I will shortly describe how the land was allegedly grabbed.

### **Plot 24: ‘Tribal’ clashes and the land grab**

According to Isaac, during the 1992/1993 “tribal” clashes in Enoosupukia, Maasai vigilantes and government *askaris* (administration police) evicted his family from the land in question together with thousands of members of the Kikuyu community who were living or cultivating in the area. In his calculations (Figure 15), Isaac estimated loss of property worth about KES 300,000 (€3,000) including housing materials; corrugated iron sheets, building stones, fencing wire, and a balance beam; household items and other property such as a water tank and a bicycle; livestock (5 sheep and 2 donkeys), and crops (5 acres of maize and 1 acre of potatoes). Perpetrators of the violence either stole, destroyed, or burned this property.

CHINA NO 24 lib the itina ~~lib~~

1. 1/2 SHEET	68	MABATI = 37,400
2. 1/2 ACRES OF MAIZE	5	= 100,000
3. 1/2 ACRES OF POTATOES	1	= 32,000
4. FENCING WIRE	4 bundles	SENGENGE = 2,800
5. BALANCE BEAM	1	RATINI = 8,000
6. TANK	1	= 7,000
7. BICYCLE	1	= 800
SHEEP	5	KONDOD = 5,000
DONKEYS	2	PUNDA = 4,000
BUILDING STONES 2000	2000 ft.	MAWE = 4,000
		<u>286,700</u>

Figure 15. The property lost by Isaac during the 1992/3 “tribal” clashes (source: field data, 2014).

At the height of the violence, Isaac’s family fled to Maiella trading centre and joined other internally displaced persons. When police closed the camp housing internally displaced persons (see Chapter 3), Isaac rented a mud house at the trading centre where the family has lived since. After the 1993 violence, Isaac made efforts to reclaim his land, only to realise that the defendant had settled on it and leased part of it to about six Kikuyu tenants.

According to Isaac, occupation of the lands left behind by fleeing Kikuyu was common in Enoosupukia at the time – newcomers of Maasai descent or some Maa-speaking neighbours of the Kikuyu had already put these idle lands in use some months after the “clashes”. When some Maa-speakers were pursuing their Kikuyu neighbours to settle back on their lands or to continue farming on the rented plots after the violence, others took advantage of their absence to utilize or grab their land. The selfish Maasai were driven by the desire to reclaim lands that they had already sold to Kikuyu, which had proven to have immense agricultural potential. Other motivations included intentions to lease such lands after the violence to land-seeking clients for money, or to practice proprietorship of the soil. There was no doubt that farmland would be in great demand after the “clashes”.

Isaac visited the homestead of the defendant and made his claim known. At first, the defendant (Ole Omerae's son) did not object to the request to move from the land. Such a response assured Isaac the possibility of there not being any form of dispute between the two families concerning the land. However, a few days later, the defendant remained adamantly on the land, ignoring both the plaintiff and his own parents, who tried to persuade him to vacate the land and to cease his activities upon it. This brings up the question of the actual ownership of the disputed land.

### **Plot 24: Disputed claims and proof of ownership**

Apart from the handwritten agreement already discussed, a beacon certificate issued to the plaintiff by the demarcation officer in charge of the Kipise Adjudication Section, who sits at the DLASO, confirms Isaac's claims. After the land adjudication exercise of the late 1970s (see Chapter 3), the adjudication offers concerned presented individuals believed to be the rightful owners of parcels of land in the adjudicated area with beacon numbers (locally known as beacon certificates).

A beacon number, in this case, is seen as a "formal" equivalent of a land title deed. It confers ownership rights of the systematically demarcated and numbered parcels of land to person(s) named on its face, as shown on Isaac's beacon certificate below.

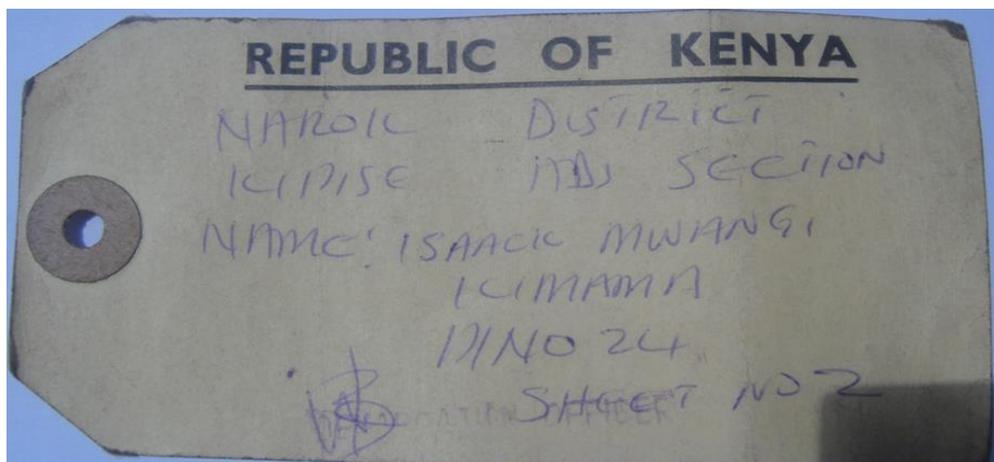


Figure 16. Isaac's beacon number for plot 24 (source: field data, 2014).

Beacon numbers/certificates are the basis upon which the land's ministry prepares title deeds. An officer at the DLASO confirmed that the office does not issue a beacon number in cases where a particular parcel(s) of land is entangled in a dispute at the time of adjudication. Instead, the parties involved in the dispute must first iron out

their case through the means at their disposal. They may try to settle the dispute with the nearer agnates of the disputants or by engaging a local peace committee. If the dispute is not resolved, the plaintiff can pursue justice through the courts. Should disputes emerge later after issuance of a beacon number, a plaintiff files a case (known locally as an objection case) at the Lands and Settlement Ministry for action – the Ministry usually advises disputants to cease any activities on the land in question until their case is determined.

Apart from the land adjudication officials, a demarcation committee includes local elders. These elders must be residents of the village(s) targeted for land adjudication, they must be known to the community members, and must be conversant with matters relating to property rights and land transfers (in the form of gifts, inheritance, or sale) in their area. Their role is primarily to guide the government adjudication officials (including surveyors) on infrastructural boundaries in their village(s), such as roads and school compounds, during the adjudication process, and to verify ownership of the claimed plots of land.

Additionally, persons claiming ownership of land must avail themselves, or at least send reliable representatives, during the adjudication exercise, to indicate the boundaries of the concerned parcels of land. It is often at this point when disputes on land ownership or alignment of boundaries must be raised. In the absence of such disputes, the committee assumes that claimants and their adjacent neighbours are in full agreement regarding the boundaries and ownership rights. The committee then lists the claimant(s) of that particular parcel of land as its legal owner(s).

Thereafter, the committee allows some time for possible late claims or objection cases after the exercise. Only then can the land adjudication officer issue beacon numbers. Therefore, official registration of plot 24 under Isaac's name and the subsequent issuance of a beacon number add some legal weight to the question of ownership. However, as noted earlier in Chapter 3 and in Case 12 below, community members levelled corruption allegations against the demarcation committee involved in the subdivision process. Such allegations were not unique to Enoosupukia. On the Maiella side, disputes emerged during the subdivision of Maiella Estate pitting the Ng'ati society directors against Kikuyu society members, as discussed in the next case (Case 12).

Some Kikuyu informants on the Enoosupukia side alleged that the Narok lands office went on to issue Maa-speakers with beacon numbers on lands already registered

under Kikuyu names. This means that one parcel of land would bear the registration of two persons (a Maasai and a Kikuyu) as its rightful owners. Kikuyu landowners claimed that some Maasai politicians at Narok colluded with the lands office in the attempt to enable as many Maasai voters as possible to repossess the lands they had transferred to Kikuyu.

The plan, according to Kikuyu informants, was to allow Maa-speakers to institute legal proceeding against concerned Kikuyu “landowners” of Enoosupukia after which the politicians would provide them with legal assistance to win such suits. The Narok land office denied these allegations. No attempts have been made to investigate corruption or the alleged illegal issuance of beacon numbers. As a result, we are only left to make sense of the evidence, which is connected directly to the matter in dispute.

After prolonged reluctance on the part of the defendant to vacate the disputed land, Isaac decided to seek justice through the DLASO fearing the possibility of losing his land.

### **Plot 24: Isaac’s painful pursuit of justice**

Correspondence from the DLASO and from the demarcation officer in charge of Kipise Adjudication Section confirms Isaac’s complaint. In a letter dated 15<sup>th</sup> September 2004, the officer in charge at the DLASO warned the defendant to vacate the disputed land. The letter confirms that the defendant had not raised any dispute against the plaintiff’s ownership of the land and termed the latter’s activities and settlement on the land illegal since he had not sought for Isaac’s approval. The letter (Figure 17) reads:

I refer to the Demarcation Officer’s letter dated 14<sup>th</sup> September 2004 on the land complaint P/NO. 24 Kipise Adjudication Section. It would appear from the demarcation officer’s letter that you have illegally settled in the above parcel of land belonging to Isaac Mwangi Kimama without his consent. You are also cultivating in the said land. The purpose of this letter is therefore to urge you to stop your activities in the said land and vacate the same when you harvest the current crops in the farm. Please note that if you do not heed the advice contained herein the registered owner of the land Mr. Isaac Mwangi Kimama shall be allowed to seek eviction orders against you in a court of law, as there is no registered dispute against his ownership of the land. Please heed.

DLASO, Narok county.

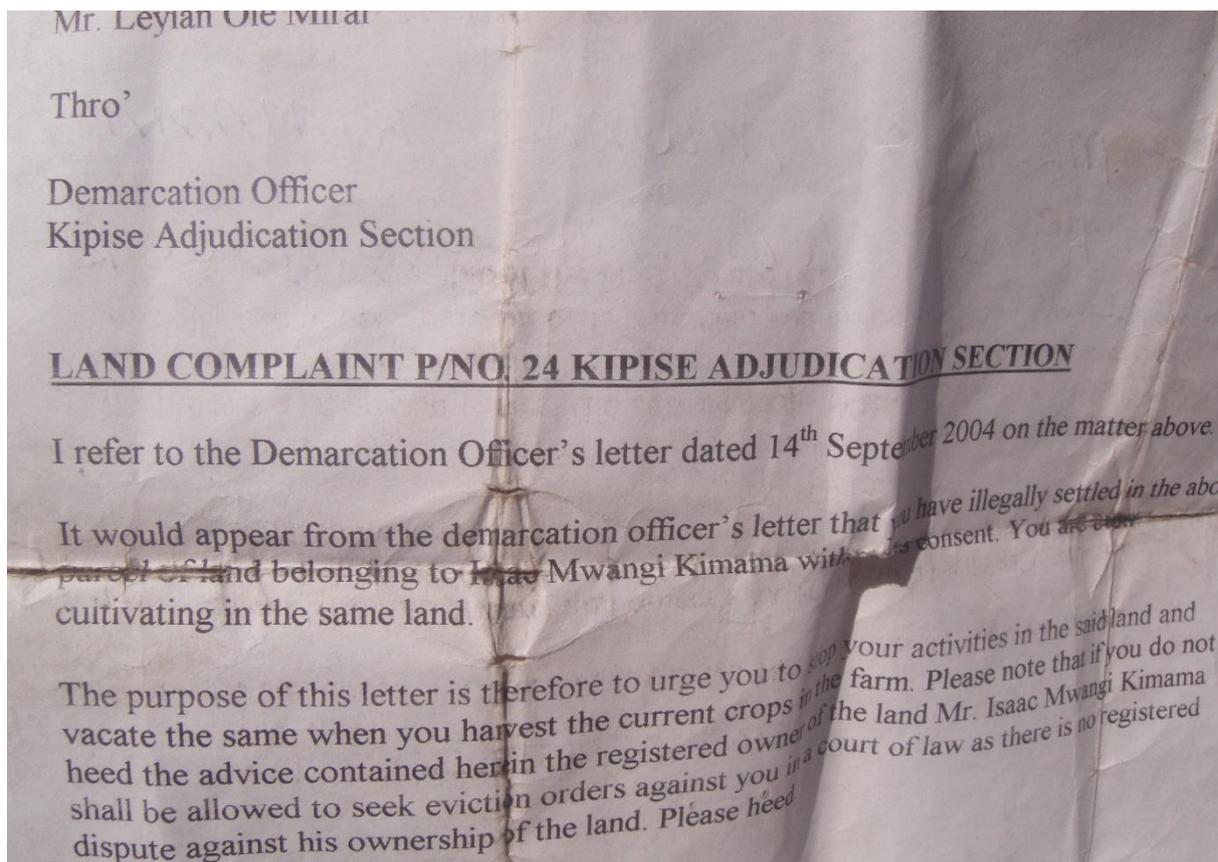


Figure 17. Warning letter from DLASO (source: field data, 2014).

After this warning, Isaac hoped that the matter had been resolved finally, and that the defendant would vacate the land as advised. However, the defendant continued with his activities on the disputed land, seemingly ignoring the DLASO's advice. By adamantly remaining on lands "owned" and farmed by members of Kikuyu descent, who had fled the 1993 violence, some Maa-speakers were hoping that the concerned Kikuyu would not return to Enosupukia to reclaim them. If they did, some Maasai hoped to lease these lands to the Kikuyu landowners or to other land-seeking clients. When asked, informants from the Maa-speaking community defended themselves arguing that they did not intend to grab these lands, but were only interested in utilising them until the Kikuyu owners returned to reclaim them. This was not the case with Isaac's situation.

Prior to the 2007 general elections, the defendant took advantage of the tensions in Enosupukia to expand his activities on Isaac's land with the hope that Isaac would fear for his life, as had happened in the early 1990s. This time, Isaac acted swiftly with yet another appeal seeking the intervention of the Ministry of Lands and Settlement through the DLASO on the matter. However, the DLASO did not issue eviction orders or initiate a court injunction against the defendant, as had been

promised in the 2004 letter (above), on the account that the accused did not vacate Isaac's land. Rather, in a letter dated 20<sup>th</sup> July 2007, the officer in charge at the DLASO directed the demarcation officer in charge of Kipise Adjudication Section to ensure that the defendant did not cultivate or construct additional houses on the disputed land until the case was determined. The letter (Figure 18) reads:

The Plot no. 24 is affected by an appeal to the minister case receipt No. 9453272 pending hearing & determination. It has been established that Nchewa (ole Omerae) family is the one using the land and have cultivated maize and Irish potatoes and constructed two temporary houses. This is to request you to ensure no further development is realised until the appeal is heard and determined.

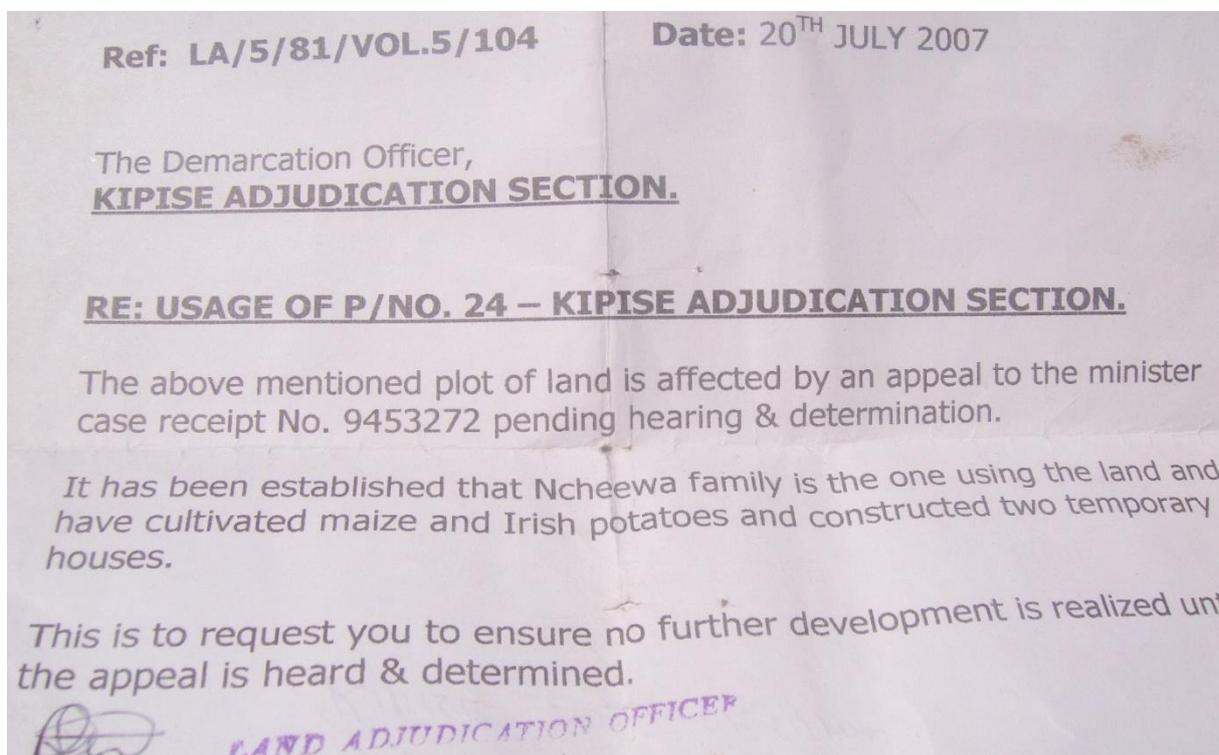


Figure 18. Response by the DLASO to Isaac's appeal (source: field data, 2014)

One thing is worth mentioning here. It would appear, according to the 2004 correspondence from the DLASO and the demarcation officer, that the matter had already been determined and therefore, as one would expect, did not require further hearing and/or determination. Notice that in the 2004 correspondence, the two offices were in agreement that the accused had illegally invaded the plaintiff's plot of land. The two offices did not dispute Isaac's ownership rights to the land but, in fact, affirmed it. They also issued a stern warning to the defendant to vacate said land, failing which they would initiate legal proceedings against him. Therefore, there is a

possibility that the defendant may have appealed against the DLASO's directive. This could explain the need for a second hearing and determination of the case.

After the DLASO's response, Isaac hoped that the office would conduct proper investigations to ascertain his ownership rights. However, for close to ten months, the defendant remained adamantly on the disputed land and the DLASO did little to resolve the matter. Isaac, who unlike his counterpart chose not to invest in the disputed land, could not stand the prolonged silence. In a letter dated May 2008, Isaac wrote another appeal to the Ministry through the DLASO explaining his situation. In his appeal (below with translation) Isaac goes on to explain how he acquired the land, its cost and size, and related evidence to support his case. The translation of the appeal (Figure 19 below) reads:

To DLASO  
16<sup>th</sup> May 2008

RE: Appeal to Minister a Case on Plot 24 Kipise Adjudication

I want to appeal against a land adjudication decision, which was delivered on 6<sup>th</sup> May in a case between me and Surupen ole Ncheke. On that date we went to the land officer but the judgement reached in my view was not a fair one.

- (1) The land transaction started on 26/6/1975 when Ncheke ole Omerae sold me 6 acres of land at a cost of KES 9,000 at the rate of KES 1,500. Witnesses were Mputiae ole Kiondo (who is now deceased) and Kimani Gitau who is still alive. This is further proved by the written agreement attached there on.
- (2) Kipise was adjudicated and I was given land No. 24. In 1992 after tribal clashes we were evicted and after some years later I came to realise that my land was occupied by Ncheke's family. I sought help through the Narok lands office to settle the case. I was issued yet with a letter telling Ncheke's to vacate from my land, the letter is again attached to proof my case.

I have stayed on the said land for more than 20 years without anyone raising an accusing finger. With all these documents attached, there is no doubt that the land belongs to me. Sir, I am anticipating another fair hearing

Yours, Mwangi Kimama.

ISAACK MWANGI KIMANI  
 NGATI FARMERS SOCIETY  
 P.O BOX 71,  
 NAIVASHA.  
 16<sup>th</sup> MAY 2008

To D.L.A.S.O,  
 NAROK DISTRICT,  
 P.O BOX 95,  
 NAROK.

Dear Sir RE: APPEAL TO MINISTER A CASE ON  
 PLOT 24 KIPISE ADJUDICATION

I want to appeal against a land adjudication decision which was delivered on 6<sup>th</sup> May in a case between me and Surumpon Ok Ncheke. On that date we went to the Land officers but the judgment reached in my view was not a fair one.

On that date we went to the Land officers but the judgment reached in my view was not a fair one.

① The Land transaction started on 24/6/78 when Ncheke ok Omereka sold me 6 Acres of Land at a cost of 9000K @ rate of 1500K. Witnesses were Mputia ok Kiando (who is now deceased) and Kimani Gitau who is still alive. This is further proved by the written agreement attached there on.

② Kipise was adjudicated and I was given Land No 24. In 1992, tribal clashes we were evicted and after some years later I came to realize that my land was occupied by Ncheke family. I sought help through Narok Lands office to settle the case I was issued with a letter telling Ncheke's

Figure 19. Isaac's appeal dated 16. 05. 2008 (source: field data, 2014).

In his appeal, Isaac notes that one of the key eyewitnesses to the transaction, Mputiae ole Kiondo, a Dorobo, had already died. For Isaac, the death of a key eyewitness rendered a big blow to his evidence on the land transaction. This has serious ramifications should the matter escalate to a court of law, as discussed below. By the end of fieldwork in 2014, Isaac was still waiting for the DLASO's response to his appeal. Notice that this was six years after the last official response on the matter. During this time, some of the main officers working on the case were transferred from Narok, following the introduction of a new county administration, after the 2013 general elections. Even after waiting for over six years for a response from the DLASO, Isaac has not given up.

When I visited the Ministry of Lands and Settlement at Narok town towards the end of 2014, I was taken through thousands of objection cases that relate to land boundaries, ownership rights to land, and inheritance, among others. Disputants continue to report similar complaints to the office on regular basis, and there is no indication of how long the objection cases will take before resolution, or if they will ever be resolved at the county level.

## **Plot 24. Concluding discussion**

The death of Mputiae ole Kiondo, who allegedly witnessed the land transaction between Isaac and Ncheke ole Omerae in 1975, may weaken the plaintiff's appeal, if it is taken to mean a lack of evidence, in a possible formal court process. As already discussed, the handwritten agreement, which is a key proof of the plaintiff's ownership right to the disputed land, is itself weak by virtue of being informal, and therefore may not suffice as evidence in a formal justice system, unless the mentioned eyewitnesses are present to give it weight.

The only living eyewitness in this transaction (allegedly concluded in 1975) is Kimani wa Gitau, a Kikuyu. However, this witness may be seen as a possible accomplice, by virtue of coming from the same ethnic group as the plaintiff, and therefore the possibility for his dismissal on grounds of a conflict of interest. In light of this possibility, Isaac's handwritten proof of ownership of the disputed land and his sole witness may not suffice in a situation involving a determined defendant who insists that Isaac's rights to the disputed land were purely limited to access and not ownership.

As noted by Peter Little on the tendency of Maa-speakers to invoke “marginalization” to claim land (Little, 1998: 444), the defendant may argue that a Kikuyu “social engineer” (Isaac) used a handwritten document to defraud an ignorant and illiterate Maasai of his land at the time.

However, official proof of Isaac’s ownership of the land, as discussed, comes from the demarcation officer in charge of Kipise Adjudication Section, who registered Plot 24 in Isaac’s name, and consequently issued him with a beacon certificate. Based on the discussion, issuance of a beacon certificate is preceded by a form of due diligence, where all parties involved must avail themselves during the adjudication exercise, to verify ownership and to show the boundaries of their claim. Notably, the defendant did not raise any objection against Isaac’s ownership right to the land at the time of adjudication (from the mid-1970s). Therefore, one may argue that both the seller and buyer acknowledged each other’s rights.

The DLASO also upheld Isaac’s proof of ownership to the land, thus adding some legal weight on his case. Nevertheless, the office shows a lot of reluctance in handling the matter in dispute. Arguably, such reluctance may be associated with possible attempts by local actors (perhaps from the defendant’s side) to influence the land-handling office.

Moreover, there has been failure to investigate corruption allegations levelled against the demarcation committee to establish the nature of Isaac’s alleged purchase of the disputed land. Furthermore, the alleged registration of Maa-speakers on lands already registered under the names of members of Kikuyu descent presents an imminent problem for the case and related land disputes in the area, perhaps with possible ethnic strife.

Furthermore, the land question in Kenya has the tendency to drag along both the powerful and powerless actors (economically and/or socio-politically), at the local and national levels, some of whom join the bandwagon at various stages and with different intentions. In most instances, the materially endowed or those with the “right” political connections often win the day, through illegal or irregular means. From living in the comfort of a stone house, to now surviving in a mud-walled single room, where soiled utensils scatter the fireplace area in one corner of the house, Isaac must invest money, time, and energy in pursuit of justice, single-handedly, against the wealthier family of the defendant.

Perhaps a more appropriate mechanism to handle such a complicated dispute is through the Local Peace Committees (LPCs). However, the government constituted LPCs in the area less than ten years ago, while the dispute at hand goes back some forty years. Additionally, by the time LPCs come into play, the matter had already escalated to higher offices with formal jurisdiction. However, LPCs have successfully appealed a few of such cases for determination at the household level. Isaac hopes that the offices concerned will refer the case to a local mechanism where, perhaps, customary law in the form of oath-taking may be invoked.

The challenge facing LPCs as constituted, however, is the conflict between formal statutory systems and informal community-driven mechanisms on the prescription of dispute resolution. Assuming Isaac's case were to be referred back to the grassroots institutions, the formal system must first acknowledge and support the capacity of informal mechanisms to deal with such matters, and especially uphold the legitimacy of informal transactions relating to land, as well as the application of traditional dispute-resolution mechanisms (e.g. oaths, curses etc.). Notably, the possible externalities associated with the effects of these traditional dispute-resolution mechanisms (as shown in Cases 5) may conflict with the rights of offenders and their associates, as prescribed in formal law. This dilemma has often constrained the balance between conflict resolution and global human rights.

In the interest of ending similar land disputes in the studied area, some Kikuyu considered paying the previous Maa-speaking landowners some additional money to offset the accrued value of their disputed lands. However, such settlements are also informal and largely dependent on the goodwill of both parties. This kind of arrangement does not appeal to Isaac, who sees it as pressure to re-purchase land that he already owns, the current value of which (see below) he cannot afford. This case also raises the attention of the dynamics in patriarchal systems. The powerful apparatus of patriarchal inheritance, and the crises of generational control in patriarchal systems brought about by modernization, deserve attention. The current generation is at pains to challenge "old" ties and alliances that were formed between their parents and "outsiders" – relationships that led to the transfer of lands which, according to the sons of these parents, should have been their rightful inheritance.

What has changed? Why are actors at the local level spending money and time in pursuit of tenure rights despite protracted disputes? To answer these questions, I will

compare the social and economic values that people attach to land today with those of the 1970s, when the alleged transaction took place.

As already discussed, the disputed six acres of land allegedly changed hands in 1975, at a cost KES 9,000 (€90), each acre costing KES 1,500 (€15). Today, an acre of land near Naivasha town costs at least KES 1 million (€10,000). The same acre of land at Kayole area, a rapidly growing suburb a few kilometres from Naivasha town, costs about KES 1.6 million (€16,000). At Naivasha's south lake area, a hub of tourism and agro-industrial investments, the price of an acre could be four times that of an acre in the town area. Land for sale is quite rare here.

Land prices at the southern periphery of the basin, about 50Km from Naivasha town, where the study area falls, are considerably lower due to the remoteness of the area. However, the area's agricultural potential and recent plans to develop necessary infrastructure (e.g. roads) by the county governments, will undoubtedly offer competitive prices for land in the future. Ease of access to these areas by roads is expected to increase agricultural investments and to lower operating costs.

At Enosupukia, an acre of land cost roughly KES 200,000 (€2,000). Going by this price, the disputed six acres of land would cost KES 1.2 million (€12,000) or more. A primary school teacher who earns a monthly salary of KES 30,000 (€300) will have to save his entire salary for forty months in order to have said amount.

Apart from the increase of the price of land, the economic potential of land in terms of productivity has also changed greatly. Isaac estimated his loss of maize during the 1993 violence to have a value of KES 100,000 (€1,000), implying that each acre could have made him KES 20,000 (€200). Today, under favourable conditions (abundant rainfall and little frost), the same acre of maize may be worth roughly KES 40,000 (€400), and the six acres KES 240,000 (€2,400). The sale of Irish potatoes, which usually mature within 90 days under favourable conditions, could attract as much as KES 480,000 (€4,800) from the six acres.

Apart from the productivity of farmland through the sale of produce, landowners are making money through leasehold arrangements. In Enosupukia, landowners usually lease an acre of farmland for a year at a minimum of KES 6,000 (€60). Therefore, the disputed six acres, when leased, could earn a landowner KES 36,000 (€360) in one year. This money can pay school fees for a child in a local secondary school for two years. Therefore, land is valuable as an asset for speculation, as collateral for loans,

and when leased for commercial agriculture, or farmed for food. A landowner may also decide to build rental houses on his land.

Based on these calculations, one can infer the importance of land ownership today, the motivation to appropriate land, and the reasons why actors take land disputes more seriously than before. Tenure disputes threaten inheritance and the survival of a family and its generations (as discussed in the conclusion).

Apart from the economic benefits, there are several social benefits associated with land ownership in the studied area. Due to continued land-use change and the market economy, most Maa-speakers increasingly take land ownership to be an important form of wealth, an asset to complement livestock. Land is also replacing livestock in matters of inheritance and, sometimes, as payment for bridewealth (Campbell, 1993). Indeed, ownership of large tracts of land increasingly defines the “success” of a man and determines the number of wives and the size of his family – putting in mind such needs as food and education, among others.

Additionally, Maasai landowners engage in leaseholds to broaden social ties and to create alliances that are often driven by mutual benefits with “outsiders” as discussed in Chapter 5. Therefore, the majority of Maa-speakers, just like their Kikuyu counterparts, are keen perhaps more than before to accumulate more land. Similarly, they utilize all means available at their disposal to claim land and to win related cases, even if it calls for reference to autochthony or by remaining on lands already claimed by others. There are also situations where Maa-speakers have sold their livestock to finance court cases and/or to influence the justice system in favour of ownership rights to land.

The important lesson, from the discussed land ownership dispute, is that actors are increasingly refraining from the use of violence or negative ethnicity to claim land. Though a lengthy and costly process, and in spite of the unpredictable nature of the outcome of the ongoing dispute, the situation has been peaceful and there was little possibility that this particular dispute would arouse interethnic tensions. The matter in dispute has remained fairly at an interpersonal level.

Such cases are not new to the studied area. There is possibility that they will continue to generate concerns over peaceful relations in the future. The risk of violent conflicts is undoubtedly high under such situations, but the studied communities are hopeful particularly when they compare the present situation to

earlier periods when such small-scale interpersonal disputes easily transformed into large-scale intergroup conflicts. With respect to the studied case, the formal justice system may not necessarily guarantee justice (as defined by the disputants), in the long run, and may interfere with future relations between the two households and, perhaps, those of their friends, or associates.

Nevertheless, land disputes have created opportunities for institutional development and tenure transformations where those possessing handwritten sale-of-land agreements are finding ways to gain title deeds in a bid to protect their tenure rights. However, the government can only prepare title deeds after the Lands Ministry in Narok has successfully heard and determined the over three thousand land-related cases (objection cases).

Despite such challenges, there is unwavering purchase of land and agricultural intensification in the studied area and its environs. After the subdivision and privatization of a communally owned land or family land, landowners wishing to sell their holdings usually advertise such lands through their network of friends by word-of-mouth. In 2014, while I was doing fieldwork, a group farm at Narasha near Maiella was subdivided amongst the Maasai owners. Surprisingly, individual owners immediately began to sell their holdings to other Maasai and non-Maasai people before they could apply for title deeds. In order to avoid possible dispute in the future, area chiefs, local peace committees, and *Nyumba Kumi* insist on sanctioning such land deals, but most people conclude them silently, privately, and informally anyway.

Case 11 has described a situation where formal mechanisms of resolving disputes could deepen the problem rather than bring the anticipated solution. Case 12 (below) describes a more complex situation that threatens to degenerate into intra-or-intergroup violent conflicts.

## **Case 12. Geothermal boom and conflicts in Olkaria and Narasha**

The following case study extends the previous discussion on the sale of a European-owned ranch (Maiella Estate) to mainly members of the Kikuyu community in 1964 soon after Kenya's independence (see Chapter 3). It specifically focuses on the intragroup conflicts arising from the subdivision of this society land. The massive expansion of geothermal investments in Olkaria and Narasha, close to Maiella, in the last decade has rapidly changed the economic value of land in these rural areas and transformed the attitudes of Maasai and Kikuyu towards the once remote area.

Funding for geothermal investments in the areas comes from multinational development partners like the World Bank and Africa Development Bank<sup>103</sup>. Such investments are framed by the ideas of Africa's sustainable/green energy solutions driven by climate-change discourses and the Africa Renewable Energy Fund (AREF).

The case study gives an example of the complexities that arise when the state, driven by global ideas and national economic prospects, installs investments in rural environments often with little concern over tenure arrangements and land-use patterns. The discussed disputes bring together powerful actors (mainly the state and Kenya's electricity giant, KenGen) and local "powerless" actors (Maasai and Kikuyu). I will mainly focus on Narasha, which is shared by the two groups, and because it falls within the studied area. Here, the emerging disputes exceed the capacity of local peace committee, *Nyumba Kumi*, and the local administration.

### **Background**

After independence, a group of Kikuyu farmers, the majority of whom had migrated from Central Province into the Rift Valley during the colonial era, bought Maiella Estate, a 16,338-acre farm from an Italian settler, perhaps oblivious of the fact that a portion of the farm had geothermal potential. They registered their farm in line with the Societies Act and henceforth named themselves Ng'ati Farmers' Cooperative Society (as discussed in Chapter 3). The initial number of farmers who formed the society was 581.

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<sup>103</sup> See Kenya's Energy Regulatory Commission (ERC), [www.renewableenergy.go.ke/index.php/content/38](http://www.renewableenergy.go.ke/index.php/content/38)

Since 1968, the Maasai who lost the bid to purchase the farm began to claim indigenous rights to the land, claiming that their ancestors had not only used Maiella as a grazing area but the entire Naivasha area and beyond as well. In Chapter 3, I showed that the Maasai won a case filed against their eviction by Kikuyu from Maiella farm. Consequently, the court, which ruled in favour of historical injustices and marginalization, awarded the Maasai some 4,027 acres of Maiella farm, ending a two-decade court battle. Later on, a committee composed of Maasai and Kikuyu elders apportioned the 4,027 acres from Maiella Estate to the Maasai group. Afterwards, some of the Maasai elders supervised the subdivision of the land to their respective Maasai members. They earned themselves the title of directors.

### **Subdivision of Ng'ati farm and ensuing wrangles**

A committee of nine Kikuyu directors was directly involved in the subdivision process. First, the directors subdivided Ng'ati farm (Maiella Estate) into three big chunks of land. The plan was to allocate each of the 581 society members with 2.5 acres of land in two of these chunks of land. In the third chunk of land, members would get a total of 5 acres each. This third chunk of land, with a total of 3,083 acres, is located in Narasha, an area straddling the Maiella-Narok border close to Olkaria, a hub of geothermal power generation in Naivasha.

In the last five years or so, multinational investors and Kenya's main electricity generating company, KenGen, have embarked on installing and expanding plants for exploitation of geothermal in Narasha, Olkaria and the Mt. Suswa areas. With the World Bank being the largest development financier, Olkaria has become one of the largest single geothermal investment projects in the world and geothermal is now the largest source of electricity for Kenya<sup>104</sup>. KenGen's Olkaria project alone is Africa's largest steam development<sup>105</sup>. Ng'ati farm members believe that their directors must have known the geothermal potential of the 3,083-acre piece of land at Narasha because they were reluctant to subdivide it amongst the society members after subdivision of chunks 1 and 2. Before embarking on a discussion of this particular chunk of land, I will briefly focus on the local grievances arising from the subdivision of chunks 1 and 2 of Maiella Estate.

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<sup>104</sup> <http://www.businessdailyafrica.com/Kenya-eighth-largest-global-geothermal-producer/-/539546/2629336/-/fdrl5uz/-/index.html>

<sup>105</sup> <http://www.kengen.co.ke/index.php?page=business&subpage=geothermal&id=2>

In Maiella, just like Enoosupukia, subdivision of land began around the mid-1970s and proceeded with few problems except for occasional interpersonal boundary disputes. However, problems emerged in the Ng’ati society when it occurred to members that the directors in charge of the farm had begun to sell land illegally to people who were not actual members of the society, and to gift the best lands to their close kin and friends.

Such cases threatened to halt subdivision, but the clamour for individual property rights to land at the time added a lot of impetus to the desire for a conclusion of the subdivision process. After subdivision of chunk 2 of the Ng’ati society land, members complained that due to corruption in allocation of land their directors had increased the number of society members from the initial 581 to about 2,000, the majority of whom were new migrants of Kikuyu descent. This upsurge of new members and the corruption allegations became a cause of disagreement between the directors, genuine society members, and the new arrivals.

Disgruntled Ng’ati society members began to call for a review of the subdivision process and for the eviction of “illegal” members. Informants noted that the directors had amassed a lot of wealth for themselves out of illegal land deals and, perhaps, established political connections with which to shield their dirty business, thereby making themselves almost untouchable.

Nevertheless, some businesspersons and political hopefuls mobilized genuine Ng’ati members to seek formal legal assistance (through the court) against their directors. This came after Ng’ati directors failed to offer a possible solution to the burgeoning membership and the imminent land crisis.

The land problem was exacerbated over time as some Ng’ati members began to subdivide and sell their own holdings to relatives, friends, and land-seeking clients. The presence of many new landowners caused an unwelcome dilemma, with the possibility of a review of the subdivision process. Moreover, some Ng’ati members had already died and the succession of land to their children had not been concluded – several objection cases to this effect were still waiting determination in Nakuru. The complications associated with a possible overhaul of the subdivision process were perhaps to the delight of society directors. However, since at least the 1990s, court cases between members of the Ng’ati society and their directors became commonplace. These subdivision cases persist to date.

### **“Our time to eat”: the Maasai and land**

Subdivision wrangles were not limited to Maiella. On the Maasai side, some elders who championed the court case leading to the award of 4,027 acres of land began the process of subdivision around the early 2000s. At the helm of the directors was John ole Linti, a former councillor. Nkampani village was one of the areas targeted for immediate subdivision. The 4,027 acres also included areas of Kimondi and Dry village, which were inhabited by some Maasai before the sale of Maiella Estate. However, unlike the Ng’ati farm, directors on the Maasai side had a fairly easy time during the subdivision process. The Kikuyu were a well-organized land-buying group, unlike the Maasai, who did not seem to have a specific number of claimants of the 4,027 acres of land. Individuals and households, which actively raised funds through the sale of livestock to finance the court process, were considered the genuine owners of the land and thus accorded priority in the land subdivision. However, dozens of Maasai families migrated from other areas of Narok and Kajiado counties into Nkampani after word went around that their colleagues had won victory against the Kikuyu in court. The majority of these new comers thought that the court had returned the entire Maiella Estate to the Maasai community and were therefore hoping to get a piece of it. The agricultural potential of Nkampani village and the rest of Maiella Estate was an important pull factor for the majority of Maasai who wanted to practice proprietorship of the soil or to use the land for dry-season grazing. Some, like the family of my research assistant, Joseph Tome, came from as far away as Mosiro, which is close to the Tanzanian border. In Mosiro, the family has close to 400 acres of land and hundreds of livestock. According Joseph, owning a piece of land with agricultural potential and closer to the urban was his father’s motivation for moving, which saw him bring one of his wives to Nkampani village. The majority of migrants were members of the Keekonyokie Maasai section, who took advantage of clan affiliation and social networks founded on pastoralism to seek land in Nkampani. Rarely would anyone turn them back, because clan affiliation enhanced collective claims to land. Therefore, after “losing” Maiella Estate to the Kikuyu, the Keekonyokie Maasai perhaps needed to establish a firm presence by recruiting new “arrivals” who could jointly protect their land whenever necessary (in court or elsewhere). Furthermore, those in the receiving area welcomed newcomers with the hope of exploiting possible opportunities for seasonal movement of livestock

to the sending areas, which would help to build resilience in the livestock economy against possible climate and environmental shocks and stress.

A resident of Nkampani village noted, “The absence of a well-organized group of beneficiaries of the 4,027 acres of land gave Maasai directors the upper hand to allocate land to themselves, their kin, and close friends, as they deemed appropriate”. According to some beneficiaries of the 4,027 acres of land, the directors specifically allocated themselves land in some of the most suitable places for herding and cultivation, and sold land to new migrants. However, a system of “equitable” allocation of land saw directors subdivide the 4,027-acre piece of land into portions of 2.5 and 5 acres apiece for the residents. Some sections of the land remained undivided for several years; informants noted that directors transferred some of these portions to willing buyers, thereby making away with a fortune. Migrants in this Maasai-dominated area purchased land easily and cheaply, sometimes at KES 40,000 (€400) an acre. Often, they enjoyed the opportunity to own bigger chunks of land than those of long-term inhabitants. According to some, the directors worked on a “money-first” basis in preference of migrants. Just like the Kikuyu-owned Narasha area (discussed below), land subdivision disputes have increased in the Maasai portion of the former Maiella Estate.

### **Narasha: geothermal-driven local claims to land**

The 3,038-acre piece of land at Narasha is of special concern to the present case. Many Ng’ati society members were too late to notice that Kenya’s electricity giant, KenGen, had expressed an interest in purchasing the land for geothermal exploitation. The society members I interviewed believed that KenGen expressed an interest in purchasing the land through area politicians who reached out to the society directors silently to discuss a price in either the late 1990s or early 2000s. This explains the reluctance of their directors to subdivide the land.

Following the hopes of massive funding for green energy and the billions of shillings (see below) from the World Bank, Narasha (and Olkaria in general) grasped the attention of politicians in Nairobi and those of respective county governments of Nakuru and Narok. While the elite were considering ways that could allow them to partake in the green energy funds, dozens if not hundreds of herders of Maasai descent began to arrive with hundreds of livestock and to settle on or near the sites proposed for geothermal drilling, mainly at Kidong valley. Word went around that

KenGen was initiating a compensation plan for persons who because of the installation of geothermal plants would be relocated from their lands. Most new migrants wanted a piece of this “cake” and they were ready to put up structures at Narasha if only to be seen as genuine landowners.

Sometime in 2013, it was clear to some Ng’ati members that KenGen would purchase the 3,038 acres of Narasha farm. According to some, their directors held “secret” meetings with KenGen to seal the deal. The directors, a few businesspersons from the area, and some politicians from Narok and Nakuru counties and KenGen officials allegedly attended these meetings. Ng’ati society members were excluded from such meetings, perhaps for fear that their participation would either stall or end the process prematurely. Ignorant members still hoped to get their share of 5 acres of Narasha farm.

At least since 2007, KenGen together with multinational financiers (World Bank, the European Investment Bank, and Germany’s KfW) pumped billions of shillings into development of power plants in Olkaria<sup>106</sup>. In 2010, KenGen commissioned the development of phase II of Olkaria II station. In early 2015, KenGen was seeking \$87m loan to expand its geothermal generation<sup>107</sup>. Much of this funding comes from the Clean Technology Fund (CTF) spearheaded by the World Bank’s Energy Sector Management Assistance Program (ESMAP). Ng’ati society members believe that part of KenGen’s KES 118.7 billion (\$1.3 billion) set for Olkaria project<sup>108</sup> was meant to purchase land with geothermal potential in Olkaria and Suswa area, including Narasha farm.

The majority members of Ng’ati society did not know when the sale of Narasha farm happened. Since early 2015, the directors began to issue some KES 400,000 (€4,000) to registered Ng’ati society members or their families. Many society members greatly welcomed the money and immediately began to use it. After all, their contribution to purchase Maiella Estate in 1964 was only KES 2,000 (€20) (see chapter 3). However, the fact that members were not involved in the transaction and the lack of clarity regarding the negotiation process for the land elicited strong reactions from a group of Ng’ati farmers who, led by some political hopefuls, began

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<sup>106</sup> <http://www.worldbank.org/en/news/feature/2013/12/18/new-funding-to-boost-international-support-for-geothermal-energy>

<sup>107</sup> <http://www.thinkgeoenergy.com/kengen-seeking-direct-loan-of-87m-for-70-mw-olkaria-development/>

<sup>108</sup> <http://www.kengen.co.ke/index.php?page=business&subpage=geothermal&id=2>

to strategize and plan the way forward. Hundreds of society members joined this bandwagon after spending their share – after the money was spent, some became conscious of a possible rip-off.

Later on, rumours emerged that KenGen had paid only KES 505 million (€4.6m) for the 3,083 acres of land at Narasha. Except for those involved in the transaction, no one else could verify this amount. None of the members I spoke to had seen any bank documents or land transfer documents that would enlighten them about the transaction. The directors did not furnish members with such information. Worse, after the sale of Narasha farm, the directors concerned are said to have fled imminent chaos in Maiella, leaving their homes with a few relatives. Informants alleged that the directors bought themselves palatial homes and land in the up-market area close to the shores of Lake Naivasha.

After the sale of Narasha farm, at least two camps emerged from the Ng'ati society members. During my fieldwork in April and May 2015, the minority group supported the directors. Among these were family, friends, and associates of the directors. The other group was opposed to the transaction, arguing that the money “dished” to members was meant to “silence” them. Lost between the camps are masses who consist of the poor (financially and materially) and old members of Ng'ati society. The opposition, led by political hopefuls and businesspersons allied to Ng'ati society, estimated the value of the 3,083 acres at KES 2 billion (about €20,000,000) due to the geothermal potential and the current demand for land by multinational companies in the region.

They also questioned the arithmetic behind the distribution of the alleged KES 505 million to Ng'ati members, arguing that all 581 genuine members would have received an equal share of at least KES 800,000 (€8,000). The directors did not account for the rest of the money. A group of Ng'ati society members lamented that they did not receive their share of the KES 505m. Further, the opposing side argued that the KES 400,000 (€4,000) that some members received was only equivalent to the value of a quarter acre of land, while the directors should have paid each society member an equivalent of 5 acres of land.

In May 2015, tensions mounted as increasing numbers of society members began to hold meetings meant to reclaim the 3,083 acres of Narasha farm from KenGen, vowing to use all mechanisms and institutions at their disposal. However, after previous experiences of slow and expensive court processes and the possibility of

powerful actors to manipulate the process through corruption or to weaken their claims, these disgruntled members decided to change tactics.

Through the area Member of County Assembly (MCA) and other concerned actors, the Narasha case was brought to the attention of the parliamentary committee on land and the legal and justice committee composed of members of parliament.

Members of these committees visited the area to assess the situation for further deliberation. However, this process proved to be slow as well, and the impatient Ng'ati members already suspected some possible mischief, perhaps because geothermal production was one of the "greatest" projects of the national government, and due to the international interests involved.

In an interesting twist from the normal court processes, in May 2015, these members decided to seek an audience with the President at State House Nairobi, who coincidentally comes from the Kikuyu community. There is of course a challenge to this move. To seek audience with the President required Ng'ati members to amass a crowd worth the attention of the media and the public and perhaps to rely on political connections. Before I left the study area, some members were proposing to hire buses to ferry people from Maiella trading centre to State House, Nairobi. The intention was to arrive there in the numbers and possibly camp at the gates for days until they were granted an audience with the President to relay their grievances. This plan did not sit well with some people.

Thereafter, it was rumoured that a local MCA aspirant interested in salvaging the situation for his future political ambitions was seeking the services of the outlawed *Mungiki* group to massacre the society directors and their affiliates. The rumours reached the area chief and other government officials in the area, who reported the matter to the Criminal Investigation Department (CID) in Nairobi. Later on, the CID summoned the MCA aspirant to record a statement regarding the allegations, thereby thwarting any plans.

In February 2016, after prolonged silence from the side of the government and from the society directors, Ng'ati members felt as if their claims were progressively losing weight and that it was time to act. Demonstrations at Maiella trading centre began slowly but transformed quickly and powerfully, leading to the closure of schools. For

several days, the schools remained closed and angry demonstrators torched houses said to belong to the directors or their affiliates<sup>109</sup>. Those targeted fled the area. Reacting to media reports and the state of insecurity, the head of the country's security, accompanied by ministers and government officials, arrived in Maiella on 2<sup>nd</sup> March 2016. The security chief nullified the deal between a land-buying company that had acted on behalf of KenGen. Further, his Ministry revoked 249 title deeds corruptly issued to non-members of the Nga'ti society and directed the CID to initiate legal action against the culprits in the land deals<sup>110</sup>. During the meeting with Nga'ti society members, Ferdinand Waititu, Member of Parliament of Kabete, accused some government officials of irregularly benefitting from the land (Maiella Estate) whose membership had risen from the initial 581 members to close to two thousand. If these assurances are anything to go by, there is possibility that Ng'ati society members will eventually get justice. However, this is not the first reaction from the state on similar matters – promises are made but they are seldom fulfilled. On the Maasai side, things are somewhat different. According to Christine Adongo, who did her PhD research at Olkaria, KenGen purchased land from some individual Maasai owners and relocated the latter from their traditional *manyatta* to modern concrete houses, which are served with electricity. Unverified claims hold that some Maasai sold each acre of land at KES 1 million (€10,000) by taking advantage of the geothermal "blessing".

The influx of Maa-speaking people into Olkaria still creates a possible problem for the geothermal companies. While some of these Maasai have grazed and lived in Kidong valley for many years, as discussed by Joseph Thomson in his 1883 travel notes (see Thomson, 1887), the majority are "new" migrants interested in the possibility of claiming historical land rights to the area and perhaps using this against KenGen's plans. Indeed, in September 2014, a group of around 1,000 Maasai brought a case to Nakuru High Court claiming autochthony and ancestral rights to 75,000 acres of land on which Kedong ranch stands. They also pleaded with the court to bar their possible eviction from the area by Kedong ranch and requested the

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<sup>109</sup> Daily Nation, February 10, 2016. "Protestors [sic] burn four houses in Naivasha in society land row".

<sup>110</sup> Ministry of Interior and Coordination of National Government, March 3, 2016. "Cabinet Secretary Joseph Nkaisserry Moves to Resolve Naivasha Land Crises" (<http://www.interior.go.ke/?p=3074>); Standard Digital, March 3, 2016. "State Cancels KenGen's Controversial Deal with Land Company".

court to order KenGen to stop further geothermal development in “their” land<sup>111</sup>. The case is still ongoing as many more Maasai families migrate into the area.

Things have also not been calm on the Maasai Nkampani side. Together with the new migrants of Nkampani and those in neighbouring Olkaria, the Maasai criticize their directors for grave misconduct and corruption during the land subdivision process. Some note with concern the increasing numbers of Maasai and non-Maa speakers who progressively purchased part of the 4,027-acre piece of land. Others still claim that the directors may have won the entire Maiella Estate from the Kikuyu in court but decided to sell the rest of it to Kikuyu Ng’ati farmers. Notably, there are a lot of uncertainties and misconceptions and people are learning to exploit these weaknesses.

While the “battle” between the State, local elites, the powerful geothermal company, and local communities mounted, local peace committees and *Nyumba Kumi* were conspicuously missing in the “game”. The magnitude and complexity surrounding this land problem exceeds their power. It is important to emphasize that the common media portrayal of “unending” violent conflict between Maasai and Kikuyu over Narasha and Olkaria is misleading. The branding of intracommunity disputes “ethnic conflict” circumvents real grievances with regard to land at the local level.

In summary, the case study shows how local land claims play out in the context of contemporary large-scale investments – in this case, geothermal production in rural areas. Notably, however, the situation has been largely peaceful despite its potential to trigger violent conflicts.

## **Themes emerging from the cases**

Several themes emerge from the described cases (case 1 – 12 above):

1. History;
2. Continuity/resilience;
3. Risk management;
4. Transformation;
5. Generation/patriarchy; and
6. Resistance

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<sup>111</sup> <http://www.mashada.com/blogs/p/122450/ancestral-land-lawsuit-begins>

The described cases and those analysed in Table 25 (appendices) take several forms: herder-farmer disputes, boundary disputes, marriage-related disputes, domestic fights, abusive language/slander, theft, and fights, among others. Above all, disputes do not always involve Maasai and Kikuyu – they are not always interethnic. Indeed, intragroup disputes feature more prominently in the studied area than intergroup conflicts. What messages can one draw from these cases?

**History:** Most of the cases reveal that customary judicial institutions of the nineteenth and twentieth centuries still feature prominently in everyday life and in dispute resolution today. History therefore shapes and is shaped by contemporary dispute resolution, and the effects of this could inform the future. However, I argue that the attempt to “implant” innovations that are (superficially) shaped after customary law into an established body of norms, values, and constraints may create more problems than the intended solutions. For instance, local peace committees and *Nyumba Kumi* create new forms of stratification in society, and thus have the potential to disintegrate traditional institutionalized arrangements. Particularly, there is the likely danger of imposing formal rules on a traditional set-up, thereby damaging the state-community relationship. In some cases, this grafting of newer institutions onto existing ones does not work.

**Disputes as continuity of ties/alliances:** In virtually all studied cases, the disputants had good knowledge of one another before the dispute. They had either interacted or cooperated with one another in various ways – some were trading partners. While this does not necessarily guarantee a mutually acceptable settlement, it is crucial in bringing the disputing parties to negotiate and discuss peacefully, as demonstrated in the narratives. Notwithstanding the failure to broker a “sustainable” settlement, it may be rather problematic to assume that the occurrence of a dispute (automatically) erodes previous alliances, just as it is difficult to infer readily whether the outcome of a dispute (after a settlement) transforms the disputants’ attitudes towards one another for future peaceful relations.

Generally, the described cases demonstrate the value of disputes in sustaining and maintaining alliances – that disputes and conflicts give society a definite formation (Simmel, 1904; Gluckman, 1955; Gulliver, 1963; Norbeck, 1963; Gregor and Sponsel, 1994). Indeed, the fact that alliances (such as those facilitating access

rights to land) are shaped alongside “mutual” expectation of benefits renders them somewhat “resilient”. This is because actors attempt to defend and protect them in order to continue benefiting from them, irrespective of the disturbances brought about by conflicts. They also become a potential bargaining tool, just as in any commercial firm where actors negotiate for various interests.

**Risk management:** A good number of disputes arise from economic relations or transactions. Settlement of such disputes often contributes to risk management (or insurance) where an offender has to cover the financial losses of the plaintiff. However, the main problem here is how to measure the actual financial loss incurred (e.g., when livestock destroy a maize field). Obviously, this has the potential to generate more disputes. In most cases, the amount of loss is defined rather informally and is subject to different interpretations. Psychological harm (e.g. through slander), is even difficult to define as a “loss”. Nevertheless, actors still find ways to “quantify” psychological harm, and the offender may be asked to compensate the plaintiff with a female sheep or goat to make up for the offences. Similarly, such a settlement is possible following a fight in which blood is shed – in order to compensate for the lost blood.

A good number of the cases also demonstrate a degree of cost-benefit analysis particularly within the patron-client relations, such as in the leasehold arrangements where landowners (patrons) transfer access rights to land-seeking clients. What starts as a patron-client relationship could easily transform into a principal-agent relationship as actors tailor their relationships towards mutual benefits.

**Transformation:** Settlements vary depending on the nature of the dispute. Some of the cases listed in Table 25 (appendices) and a few of those described above are denoted “peaceful resolution”, meaning that said settlement played a role in reuniting, re-harmonising, and preserving amicable relations between disputants, as observed by Bonta (1996: 406). When the status of a case is designated “peaceful settlement” in the table, it simply refers to a mutual agreement, although the

settlement may not have necessarily transformed the attitudes of the disputants<sup>112</sup>. However, such categorisation is subjective and may therefore not give a clear scenario of the future of these settlements.

Settlements that involve the exchange of livestock (e.g. case 9) are considered to hold a stronger symbolism of enduring peaceful relations than those involving money. While describing the significance of cattle as payment for bridewealth among the Nuer, Sharon Hutchinson (1996) made the distinction between the value of money and that of cattle. She notes, “Money has no blood”, implying that Nuer’s preference for cattle (“blood”) is necessary in constructing enduring relationships through bridewealth.

**Generation:** This simply implies the crises of generational control in patriarchal societies brought about by modernisation. As shown in case 11, the younger generation defy the power and decisions of their elders (and parents) who gifted land to “outsiders” through customary alliances leaving the younger generation with little or no land on which to establish families. Moreover, they want to profit from the rising demand of land for commercial cultivation. Case 12, on geothermal exploration, also demonstrates the increasing value of local resources. Because most parents already subdivided and either sold, leased, or donated part of their holdings in the last several decades, patriarchal inheritance does not seem to promise enough land to the younger generation.

Consequently, the younger generation challenge traditional authority, which they consider to be responsible for their present predicament. They then resort to attempts aimed at evicting the “outsiders”. Max Gluckman (1954) theorised similar behaviour as “rituals of rebellion”. He argues, “... these ritual rebellions proceed within an established and sacred traditional system, in which there is dispute about particular distributions of power...”. He also suggests, “... these rebellions may perhaps be confined to situations where strong tensions are aroused by conflict between different structural principles, which are not controlled in distinct secular principles”. In chapter 4, I have described a similar case where Kikuyu women who

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<sup>112</sup> Additionally, as shown in Table 25, some disputes are designated as “ongoing”; to indicate that the resolution process had not been completed by the end of this study, while others are labelled “settled”, meaning that the LPCs, NKCAs, or chiefs were still monitoring the situation after a settlement, at the time I left the study area.

are married in the Maasai society attempt to challenge patriarchy and the institutionalised aspects of Maasai culture that seem to conflict with Kikuyu norms, such as polygyny and “wife sharing”.

**Resistance:** The focus here relates to the struggle of the “weak” against powerful actors – the local community members against the state and multinational corporations. In Case 12, members of a land-owning society resort to collective action in order to stop corrupt directors from selling a large parcel of society land to Kenya’s electricity giant, KenGen, by dubious means. The local community utilise collective action as a powerful weapon to protect their resources from powerful land grabbers. James Scott (1985) has theorised these forms of resistance as “weapons of the weak”. He suggests that such forms of peasant resistance are far more predominant, though usually “unseen”, than public protests.

To conclude this chapter, it is important to emphasise a few points. First, the presence of disputes and violent conflicts in a social situation does not necessarily imply the absence of peace. Second, the way in which communities cope with violence and land disputes and respond to their damaging effects can be seen as an indication of their “resilience” (see Bollig and Anderson, 2016: 5). In the studied area, and with reference to the cases provided here, the disruptions and disturbances brought about by conflicts and disputes create opportunities for innovation of institutions. Such “resilient” responses are not entirely without hardships and constraints, but their continuous improvement, support, and application could encourage the transformation of violent situations into peaceful ones.

The chapter also feed into the larger question that explores the impact of cross-cutting ties in conflict situations. Certain conditions enable cross-cutting ties to prevent conflicts from getting out of hand, from becoming violent and from leading to a complete breakdown of social ties.

## CONCLUSION

This ethnographic study has explored the role of cross-cutting ties and institutions in transforming a previously violent setting into a peaceful situation characterised by cooperation in land use and mutual social-economic dependence. It has focused on Maa-speakers (Dorobo, Ilkeekonyokie, and other sections of the Maasai) and migrants of Kikuyu descent who live together in the agro-pastoral borderlands of Maiella and Enoosupukia, located on the southern fringes of Lake Naivasha basin, in Kenya's Rift Valley.

Several questions that guided the study have been explored:

With respect to the link between land, politics, and conflicts in the history of the studied area, the period between the early 1900s and early 2000s is considered (chapter 3). However, the fieldwork was closely focused upon the intermittent conflicts between the Maasai (Maa-speakers) and Kikuyu, which began from around the mid-1960s and transformed rather rapidly in the early 1990s into politicised violence. The violence accounted for the death of several dozen people and eviction of thousands of Kikuyu farmers from Enoosupukia. It also spread to other parts of the Rift Valley and affected other groups, in what appeared to have been an organised political strategy to "uproot" certain communities from lands perceived to belong to others.

Two arguments are central in the discussion of intergroup relationships in the last century. First, conflicts over access to and control of grazing, farmland, and water points between Maasai and their neighbours are deeply rooted in the history of Kenya's rangelands. Secondly, interdependent and peaceful relationships between these groups have also existed at least since their early contact with Europeans. Such relationships were strongly anchored on intergroup alliances, which necessitated various forms of exchanges and transfers: land, trade, adoption, cultural practices, and intermarriage, among others.

Therefore, coexistence often preceded and succeeded periods of open conflict in the Rift Valley. Disruptions and disturbances caused by disputes and conflicts, I argue, were central in everyday negotiations over resource use. Together with the mutually beneficial relationships, they defined a social order marked by symbolic and adaptive responses to dynamic social-ecological systems. The formation of alliances helped the studied groups to navigate anthropogenic and naturally driven disasters, risks,

and uncertainties. Neither Maasai nor Kikuyu survived in isolation from one another. The twenty-first century has seen an increasing interpenetration of these past alliances, albeit with considerable changes.

This brings me to the second question addressed in this study: To what extent do cross-cutting ties and the conflicting loyalties associated with them promote social-economic interdependence and enhance locally contextualised forms of social control necessary for peaceful relations between Maasai and Kikuyu? To answer this question, several chapters have addressed linked themes that have been developed following the “life histories” approach: intermarriage (chapter 4), land transactions (chapter 5), livestock trade (chapter 6), and hairdressing in the Maasai/Kikuyu context (chapter 7). I will briefly attend to these themes below.

### **On intermarriage and split allegiances**

Strikingly, intermarriages between Maasai and Kikuyu showed an upward trend, with Maasai men habitually marrying Kikuyu women – the period of violence in 1993 was no exception. Several reasons account for the disparities in intermarriage as well as its values (chapter 4). I argue here that rather than encouraging the formation of in-group identities, intermarriage allows for “divided” identities, builds inter-group allegiances or conflicting loyalties, and necessitates cultural diffusion, which links communities together through internalized norms, values (e.g. circumcision, age-set system), and institutions.

The conflicting loyalties associated with intermarriage encourage non-violent behaviour by providing room for negotiations and cross-cultural communication, which not only helps in the resolution of disputes but fosters social cohesion as well. Such loyalties are cemented through material and non-material exchanges and sharing. Therefore, intermarriage can be analysed as a potential instrument for minimising the possibility of conflict by reducing the notion of “us” versus “them”. However, marital ties and alliances might not necessarily obscure or erase lines of demarcation between groups, and may not stop the occurrence or escalation of conflict or violence, as shown in the discussion.

Through intermarriage, Kikuyu land-seeking clients find opportunities to rent and, sometimes, purchase land from Maa-speaking in-laws and friends. A few Maasai

have gone ahead and adopted landless Kikuyu in-laws; some donate land to their Kikuyu in-laws, and others give them land as gifts for settlement and cultivation. However, land gifting and the symbolic apparatus attached to related traditional alliances are facing serious challenges from the younger generation. Nowadays, this younger generation (both Maasai and Kikuyu) is at pains to recover the lands that their parents either gifted or sold to “outsiders” over the last several decades. They are driven largely by the growing economic potential of land, and the need to build their own families and to defend inheritance rights for their offspring (case 11 and 12). Through intermarriage, however, conflicting loyalties seem to enhance the protection of rights to land particularly for Kikuyu in-laws and their close allies in Maasailand.

Moreover, intermarriage promotes trade between Maasai and Kikuyu friends and kin as actors maximise on the differential access to and control of resources (livestock, land, entrepreneurship, etc.). I emphasize here that trade, just like other forms of exchange between Maasai and Kikuyu, is not a new phenomenon – it is reminiscent of historical patterns. Thomson (1887) noted that the daughters exchanged during caravan trade between the two groups in the late nineteenth century later helped their new families to expand trading frontiers by, for example, breaking language barriers. There is therefore a notable form of historical continuity, which features prominently through intergroup relationships in everyday life in the south of the Rift Valley. What is interesting about contemporary alliances such as those emanating from intermarriage and cooperative use of land (discussed below) is the fact that they play out in rapidly changing social-economic situations and therefore tend to be commoditised more than ever before.

The rather peculiar offspring of Maasai, Kikuyu, and Dorobo are central in the discussion on marriages (chapter 1, last part; chapter 4). Other people in the studied area refer to these offspring as *nusu nusu* (plural, *manusu*), a term derived from the Swahili word, *nusu* (half). The *manusu* not only embody conflicting loyalties of their parents and kin, but play an important role in facilitating rental land as well. The case study of Ole Sere’s farm provides an example.

John Galaty (1993b) and Fredrik Barth (1969) posit that ethnic shifting through intermarriage or change of identity and the flexibility of social boundaries may not necessarily entail ethnic fusion. However, the special position occupied by offspring such as *manusu* deserves more attention in order to explain and possibly redefine

some popular assertions regarding ethnic identities and distinctions. Obviously, *manusu* align themselves with particular groups to protect patriarchal inheritance rights, but they have high regard for the conflicting loyalties of both kin that define them.

### **On land transactions: the sharing of previously disputed land**

Scarce land resources have come into sharp focus in the last few decades following concerns over demographic pressure, privatisation and commodification of communally owned ranches, and the politicisation of resources and ethnic categories. Chapter 5 delved into these issues, particularly the cooperative use of the previously violently contested land resources between Maasai and Kikuyu. Almost every household in the studied area practices some form of cultivation, which usually serves both subsistence and commercial purposes, irrespective of the size of the farm. Growing populations in most parts of Kenya as well as the hundreds of thousands of flower farm workers at the agro-industrial hub in the Lake Naivasha area provide a ready market for food produce from the studied area.

Through leasehold arrangements mainly involving Maa-speaking landowners and Kikuyu land-seeking tenants, agricultural intensification has profoundly changed and shaped the former communally owned ranches of the Maasai over the last few decades. In the discussion, I argue that leasehold arrangements have contributed to the colonisation of agricultural frontiers that were previously dedicated to livestock grazing. Here, the Kikuyus' instrumental *githaka* system of control of land, which draws on kinship and friendship alliances, features prominently, although it does not go unchallenged. Some informants saw the *githaka* project as a form of "social engineering" whose facility, though well known, eludes possible strategies to control it.

Nevertheless, leasehold arrangements constitute an important part of land sharing between landowners and landless clients. I argue that negotiations over access to land and the ensuing transfer of user rights from Maasai landowners to Kikuyu tenants makes land a shared rather than a contested resource. Land sharing and the accompanying material and non-material exchanges limit emotional forms of competition or collective claims to resources, and thus have the potential to reduce the possibility of conflicts.

Despite these values, land rentals and agricultural intensification constrain the free movement of livestock and undoubtedly reduce pasturelands. However, it would be misleading to make a general claim that these developments increase the vulnerability of the pastoral economy – yet many herders still hold this opinion. In the discussion, I have used the concept of “sedentary nomadism” to refer to situations where herders move livestock from the extensively cultivated areas with little or no pastures. Some herders engage in “sedentary nomadism” by hiring pastures in areas that are less cultivated away from “home”. Returns from leasehold arrangements afford some herders the opportunity to hire or purchase pasture and crop residue for their livestock within or outside their settlements. Others rely on kinship and friendship networks to exploit pastures away from “home”, and could engage in seasonal movement of livestock across several counties of Kenya (and sometimes into Tanzania), navigating borders, busy roads, urban spaces, and crop farms.

A good number of poor herders graze by the roadsides, at the riverbanks or near water points, while yet others “steal” pastures in the “protected” Enoosupukia “forest”. In short, herders are increasingly engaging in a wide range of strategies in the attempt to ensure the survival of their livestock, while diversifying livelihoods through cultivation, trade, land rentals, and off-farm activities. Simply put, cultivation complements pastoralism. These adaptive responses are also subject to continuing changes in the refuge areas. Therefore, questions relating to the future of pastoralism under rapid ecological transformations, and whether current adaptive strategies are sufficient, remain unanswered.

Furthermore, land renting and agricultural intensification account for new forms of dispute and conflict, most of which relate to the competing herder-farmer economies. Several cases have been described (Chapter 5 and 9).

### **On livestock trade, and hairdressing**

Apart from intermarriage and land rentals, this study also revealed the value of trade-related cross-cutting ties. Livestock trade (chapter 6) and hairdressing in the Maasai/Kikuyu context (chapter 7) are anchored in reciprocal exchanges, social capital, and joking relationships, which transcend the economic enterprise. The relationships and networks that arise from trade between the Maasai and Kikuyu

often develop into conflicting loyalties, where the values of respect and trust transform the economic space into a social space. Livestock trade in the studied area collapsed during the 1993 violence.

However, the last two decades have witnessed a tremendous recovery of the once-collapsed market. Livestock meat from Maiella is transported to the agro-industrial hub at Naivasha and to other markets. The Suswa livestock market is an equally important one. Here, traders load livestock onto trucks and then transport them to feed the rapidly growing populations of Narok, Nakuru, Gilgil, Mombasa, and Nairobi, among others, and could even cross into Uganda.

Generally, ties that are linked to marriage, leaseholds, and trade transcend the immediate reasons for which they are intended, and open up windows of opportunity in social exchange and economic transactions. While such exchanges are framed by desires to increase gains and avoid losses (Cook, 2001), they also have a fundamental socially cohesive effect.

Credit relations in livestock trade, hairdressing, and in land rentals demonstrate the depth of trust and friendship between Maasai and Kikuyu actors. The social significance of relations that involve debt, credit, and reciprocity has been explored (Mauss, 1966; Gouldner, 1960; Peebles, 2010; Guérin, 2014; Wilkis, 2015). In the studied area, actors use debts and credit to create and/or cement friendship. This form of social capital is nurtured through indebtedness, and has the potential to reduce capitalistic forms of competition between the Maasai and Kikuyu and to enhance social solidarity.

This study has revealed that debts and credit relations are the foundations upon which the local economy of the studied area thrives. In a different context, Guérin (2014) notes that credit relations also legitimise allegiance to creditors, and are therefore capable of producing hierarchy and domination. Notwithstanding such observations, debts and credit enhance reciprocity and non-obligatory sharing in the studied area, which is strongly integrated into the market economy and to everyday social-economic interactions. However, as shown in the examples (e.g. chapter 7), some debtors still find ways to manipulate creditors, the consequence of which interferes with the notion of trust.

## **On peacebuilding: Local peace Committees and *Nyumba Kumi***

The last two questions that have been addressed in this study shift the focus of the discussion from the value of cross-cutting ties in conflict situations to peacebuilding, although both themes are intimately related: How are rules (institutions) innovated in the face of changing human-environment relationships? In what ways has the recent effort by the state to “implant” grassroots-level institutions affected the management of conflicts and crime, and under what circumstances can they contribute institutional support for peaceful conflict management and crime prevention?

The discussion on peacebuilding (chapter 8 and 9) is primarily concerned with non-violent conflict resolution at the grassroots levels. How do networks of relationships between Maasai and Kikuyu help to prevent and resolve disputes and conflicts without recourse to violence? The point of departure is an understanding that peace is not simply the absence of violence, but the capacity for and practice of nonviolent cooperation in the face of pertinent challenges.

Disputes relating to land ownership, boundary alignment, herder-farmer cases, fights, and inheritance, among other issues, create opportunities for institutional innovation. In 2010, the state “implanted” local peace committees and *Nyumba Kumi* at the grassroots level and conferred on them the rights to handle specific conflicts and to prevent crime. Such developments were framed by ideas of decentralisation and delegation of responsibilities from the state to the community level. In the discussion (chapter 8), I relied on “co-management of conflicts” to theorise these developments. In the Kenyan context, co-management aims to encourage a cooperative framework between the state and non-state actors, including local community members (men, women, and youth), faith-based organisations, NGOs, and the civil society. While the agenda of “involving” the “community” in pertinent peace and security matters is necessary, the problem lies in its unrealistic nature and the complex and bureaucratic approach adopted (chapter 8). Consequently, there are serious complexities that threaten this state-community relationship and the devolved security and peacebuilding framework in Kenya and the studied area. Above all, this form of hybrid governance arrangement increases clashes between formal law and informal rules/constraints; it broadens gaps in bureaucracy; raises legitimacy concerns; and creates room for corruption, which is nested in both formal and informal institutions. While creating local peace committees and *Nyumba Kumi*, the

state also approached villages, villagers, and clusters of groups as homogeneous communities, with little consideration of the diversities in opinion, differential access and control of resources and economic/social power, social inequalities, and other differences.

Despite these complexities, these neo-traditional institutions are gaining considerable presence in some rural areas by proving themselves useful in dealing with pertinent concerns, while in other areas they could end up causing more problems. In particular, the local peace committees are (superficially) shaped after social institutions deemed traditional. This gives the neo-traditional institutions some legitimacy because people consider them as a continuation of customary law and the authority of traditional judicial institutions, which applied traditional norms and values to “successfully” attend to grassroots-level conflicts in the last few centuries.

Nowadays, such institutions represent the only hope for “justice” in many marginalised areas and in context-specific situations. Moreover, they are designed to handle context-specific matters that involve norms, values, and institutions that specific groups have internalised across time with reference to their environments and concerns (chapter 9). In some situations, however, the attempts to “formalize” indigenous judicial institutions creates confusion, outright rejection on the part of local communities, and fears of possible erosion of traditional norms and values that have historically defined social order.

In the attempt to improve the effectiveness of local peace committees, the study has revealed how some Maasai groups attempt to integrate this neo-traditional institution into their overriding age organisation and belief systems. Maa-speakers have also progressively drawn their Kikuyu neighbours into the structure. The continued presence of Kikuyu in Maasailand has enabled them to appreciate Maasai norms and values of dispute resolution and to introduce their own mechanisms as well. The use of local languages (Maa, Kikuyu, and Swahili) creates space for discussion and negotiation, but this may not account for successful arbitration.

Dispute resolution, as described in the cases in chapter 9, lead to various forms of settlement to make up for the offences committed: compensation (money and/or livestock), forgiveness, realignment of boundaries, warnings, and, sometimes, invoking the curse. Rarely can one guarantee a mutually acceptable settlement. Nevertheless, these informal mechanisms promise “instant justice” with regard to

matters in dispute, and usually attract lower transaction costs (money and time), as opposed to the formal dispute-resolution processes (in the courts).

## **On the durability and effectiveness of cross-cutting ties and institutions**

How then can one measure the durability of cross-cutting ties and the effectiveness of local-level institutions? Can cross-cutting ties prevent the occurrence or spread of violence? Can the settlements brokered by local peace committees and *Nyumba Kumi* guarantee the transformation of attitudes between disputants and prevent the repeat of a dispute or conflict? What factors account for the formation and persistence of alliances?

The “sustainability” of cross-cutting ties and social networks is difficult to determine. I am conscious that such ties may only be effective within limited temporal and spatial dimensions. They are also dependent on socio-political factors, which play out in specific communities and contexts. Current developments, however, provide room for some optimism.

Institutions are necessary to prevent people from fighting each other (Darby, 2003). However, actors have the capacity to resist, oppose, and/or marginalise formal laws or unwritten constraints (see Foucault, 1982). Opposition, according to Simmel (1904), “gives us that feeling that we are not completely crushed in a relationship”. I regard the institutionalist perspective as necessary. However, I suggest that the perspective mostly aims to explain how violent activities can be brought to an end successfully.

The interplay of formal and informal institutions in the nonviolent resolution of conflicts and peacebuilding is crucial. I am conscious that local peace committees and *Nyumba Kumi* are fairly recent innovations and are in many ways “incomplete”. There is room for continuous improvement and support. Currently, these local-level institutions have little power to enforce settlements. One strategy to do so has been to invoke the curse (chapter 9). Even so, these neo-traditional institutions may not stop the occurrence or escalation of conflicts or violence. In some cases, they fail to broker agreements between disputing groups. They are also vulnerable to manipulation by disputants and politicians, and could be used to politically influence villagers at the household level.

## **On the persistence of ties and alliances in multi-ethnic situations despite conflict and politicisation of landscapes**

What factors account for the formation and persistence of alliances in multi-ethnic situations despite conflict? The formation of alliances is largely motivated by several factors: *economics*, where individual and household are motivated by desires for economic welfare; *demographic pressure and landlessness*, where differential access to and control of resources creates room for negotiations and property rights arrangements that involve the transfer of access and user rights from landowners to landless clients; *markets*, where the demand for food produce and meat enhance cooperation between actors from different ethnic groups; and *resilience, adaptation and risk management*, where alliances act as safety nets against risks and uncertainties, while creating space for economic diversification.

Therefore, I argue that ties and alliances in multi-ethnic situations could be thought of as strategies of appropriation of resources in the frontiers, driven largely by the pursuit of commodities and economic wellbeing. Obviously, there are inherent risks in this “game”, but actors take their chances anyway – some account for losses while others maximize returns and innovate ways to cope with such risks as conflicts and social-political dynamics. Alliances therefore tend to override other identities, especially where mutual benefits drive such associations. I argue that the formation of alliances in multi-ethnic settings indicates a form of historical continuity, which remains rather “undisturbed” despite the prevalence of ethnicised political economies.

Lastly, following Gregor and Sponsel (1994), there is a need for researchers, particularly those focusing on the Global South, to go beyond the often spectacular incidences of “intercommunity” violence in order to understand systems of peace and nonviolence. The dominant narrative, “violent conflicts are socially and economically disruptive and contribute to the slow economic growth in Africa”, denies any role for agency in the non-violent resolution of local conflicts.

Studies have indicated that disruptions, opposition, competition, and conflicts play important roles in supporting and maintaining society (Simmel, 1904; Gluckman, 1955; Gulliver, 1963; Norbeck, 1963; Gregor and Sponsel, 1994). Simmel (1904: 491) argues that harmony and disharmony, association and disassociation, are

aspects of social order, which all go toward making a society attain a definitive formation. Gluckman's collection of essays, and particularly his 1955 work, "Custom and Conflict in Africa", emphasise the socially integrative effects of expressions of conflict. His overarching idea is that expressions of conflict may lead to the re-establishment of social cohesion and social control over time through customary allegiances and conflicting loyalties.

Notwithstanding these observations, the focus has hitherto principally centred on explaining the causes of violent conflicts without serious consideration of post-conflict situations, or situations where prior violence turned into peaceful interaction. How communities cope with violence and respond to the damaging effects of disruptions and disturbances can be seen as an indication of their "resilience" (Bollig and Anderson, 2016: 5).

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### **Selected Newspaper Articles**

- Daily Nation, September 13<sup>th</sup> 1993, “Ntimama vows to evict ‘aliens’”, p. 3.
- Daily Nation, September 14<sup>th</sup> 1993, “Arrest Ntimama – MPs”, p. 3
- Daily Nation, June 30<sup>th</sup> 1993, “Indigenous or Native? How Ntimama see it”, pp. 1-2.
- Daily Nation, October 18<sup>th</sup>, 1993, “Outrage over more Killings”, pp. 1-2.

## APPENDICES

Table 23. Maiella Sub-location Census, 2009

VILLAGES	HOUSEHOLDS	MALE	FEMALE	TOTAL
DRY A	48	89	115	204
DRY B	120	274	303	577
DRY C	116	247	239	486
TANK MPYA	134	267	292	559
KAHUMBU	47	89	115	204
GITAMAIYU	122	243	307	550
YATTA	104	207	224	431
KAHUHO A	75	158	165	323
KAHUHO B	77	159	173	332
MAIELLA C I	112	156	178	334
MAIELLA C II	165	280	286	566
MAIELLA C III	104	163	230	393
MAIELLA C IV	130	262	246	508
GOIGOI	143	288	304	592
MUKURU-UTUKU	104	201	262	463
KAWANGWARE	141	279	317	596
KOKOTI	109	245	260	505
NKAMPANI	286	820	795	1615
TOTAL	2, 137	4, 427	4, 811	9, 238

(Source: KPHC, 2009)

Table 24. Ego-centred questionnaire: Maiella and Enoosupukia

1. Suppose you need to borrow *Unga* (maize meal) or a *Jembe* (hoe). Who would you ask to lend you these sorts of things?
2. Suppose you need to rent land to cultivate for some time. From whom would you ask for the land?
3. If you wanted to buy a plot of land, who would be the most likely person to consult on this?
4. Suppose you need someone to help you construct your wooden or corrugated iron house, or someone to repair it. Who would you ask for this kind of help?
5. Suppose you need help to fill forms for a bank loan, or to fill an application form for your identity card. Who would you ask for help with such problems?
6. Most people from time to time discuss business or other money-making activities with others. Looking back over the last six months, who are the people with whom you discussed matters important to you?
7. Suppose you need to move from here to live in another place. Who would you ask for advice on such a major decision in your life?
8. Suppose you have Malaria and must stay in bed for a couple of days. Who would you ask to take care of you or to help in some of your daily activities?
9. Suppose you need to borrow some money. Who would you ask?
10. Suppose you have a serious marriage or relationship problem with your partner which you cannot discuss with him or her. With whom would you talk about such problems?
11. Suppose you are feeling depressed and you want to talk to someone about it. With whom would you talk about such problems?
12. With whom would you go to the market once in a while or go for parties?
13. With whom do you have contact at least once a month, by visiting each other to chat?
14. If violence was to start (as it did in 1993) and you need someone to take care of you, your children or your property. Who would you ask for such help?
15. Suppose you lose your land due to violence, who would you ask for help to stay in their house?
16. Is there anybody else who is important to you, not mentioned so far? In-laws, relatives, or friends who are important to you?

(Source: field data, 2014)

Table 25. Summary of dispute resolution in Maiella and Enoosupukia (2014-2015)

**Note:**

1. As shown in the table, the resolution process of particular disputes went through several stages, which are indicated as 1st, 2nd, 3rd, and 4th, depending on the number of stages or attempts in which disputants engaged respective LPCs, NKC, chief and elders, or police in the resolution process.
2. It is important to emphasize that actors handled almost all disputes peacefully – none of them degenerated into large-scale conflict. In the 1990s, such small-scale disputes could easily arouse intergroup violence with dreaded effects. This change may be an indication of restraint from violence, or perhaps the transformation of attitudes towards violence and negative competition.
3. Local Peace Committee is abbreviated “LPC”; *Nyumba Kumi* Committee, “NKC”

Disputants	Village	Matter in dispute	Institution(s) and attempts at settling the dispute	Settlement and status
Kikuyu Family members	Maiella trading centre	Boundary dispute over family land	Chief	Boundary realignment with the help of a surveyor <b>Status:</b> peaceful resolution
Kikuyu neighbours	Kokoti	Dispute over destruction of crops by livestock	1 <sup>st</sup> : NKC 2 <sup>nd</sup> : Police (Maiella) 3 <sup>rd</sup> : NKC and police	1 <sup>st</sup> : The defendant was warned 2 <sup>nd</sup> : The police ruled in favour of the Defendant. The plaintiff accused the defendant of influencing the decision by paying a bribe. 3 <sup>rd</sup> : Police referred the plaintiff to Kongoni police station (the Divisional station) <b>Status:</b> The plaintiff did not pursue the matter further for fear of transaction costs.
Kikuyu neighbours	Maiella trading centre	A cow destroyed crops on neighbour's farm	1 <sup>st</sup> : NKC 2 <sup>nd</sup> : NKC	1 <sup>st</sup> : The defendant was warned 2 <sup>nd</sup> : Disputants were advised to fence their respective parcels of land to control movement of livestock. <b>Status:</b> NKC officials were still monitoring the situation when I left the study area.
Kikuyu couple in a Maasai village	Olosho Iole Kaloi	The wife reported domestic violence to her LPC	LPC officials (Maasai) sent the Kikuyu woman back home to try to settle the matter with her husband. This is common in the Maasai society where patriarchy plays a crucial role in conflict resolution between a couple. One may understand this form of violence as symbolic (see	A week later, LPC officials saw the husband and wife together on their farm. The officials saw it as a sign of peace between them. <b>Status:</b> Later on, the wife told us that she had forgiven the husband. She also admitted to having wronged him by “disrespecting” him. On further interrogation, it was revealed that the LPC would have threatened her with a curse if she decided to run away to her matrimonial home.

			Bourdieu and Wacquant, 1992).	
Maasai in-laws	Nkampani	A marriage dispute between "in-laws" in which a Maasai teenager eloped to her Maasai boyfriend's house.	<p>1<sup>st</sup>: Chief (Maiella)  2<sup>nd</sup>: NKC  3<sup>rd</sup>: Police(Maiella)  – Following a bloody fight between youth from both sides  4<sup>th</sup>: Police (Kongoni)  5<sup>th</sup>: NKC  6<sup>th</sup>: NKC</p>	<p>1<sup>st</sup>: The girl's parents rejected a marriage proposal; the chief ordered the girl to return to her parents to allow for negotiations between the two families.  2<sup>nd</sup>: The girl's parents refused to discuss the matter with the man's parents owing to long-standing rivalry between the two families.  3<sup>rd</sup>: Police referred the case to Kongoni police station for possible resolution.  4<sup>th</sup>: Police accused the girl's parents of initiating a fight between youth from both sides. Fearing prosecution, the girl's parents requested police to refer the matter back to their NKC.  5<sup>th</sup>: In a sitting attended by dozens of villagers, the NKC ruled in favour of the girl's parents and ordered the parents of her suitor to compensate the youth injured in the fight with KES 100,000 (€1,000) and a sheep.  The sheep was meant as payment for the bloodshed in the fight.  Based on my understanding, such a ruling was meant to appease the girl's parents and to prepare grounds for marriage negotiations thereafter. In fact, it was youths from the girl's side who started the fight.  6<sup>th</sup>: Parents from both sides held peaceful talks and the girl's father blessed the couple to revoke a possible curse in marriage. They later began to negotiate payment of bride wealth.</p> <p><b>Status:</b> peaceful resolution</p>
Maasai livestock broker and a Kikuyu butcher	Maiella trading centre and Sakutiek	The Maasai sold stolen sheep to a Kikuyu butcher	<p>1<sup>st</sup>. Police (Maiella)  2<sup>nd</sup>: Family of the seller and that of the plaintiff</p>	<p>1<sup>st</sup>: Police arrested the Kikuyu butcher following a complaint from the owner of the sheep. The Maasai livestock trader had travelled and so the only accomplice to the alleged theft was the Kikuyu butcher.  2<sup>nd</sup>: Both Kikuyu butcher and the Maasai trader paid a bribe to police and the former requested police to refer the case back home (at the household level) to be handled by the trader and the family of the plaintiff. It was revealed that a member of the plaintiff's family had sold the sheep to the Maasai livestock trader.</p> <p><b>Status:</b> The plaintiff (owner of the sheep) was compensated for his loss.</p>
				1 <sup>st</sup> : The plaintiff (pupil's parents) demanded

<p>Maasai pupil and her teacher</p>	<p>Olosho Iole Kaloi</p>	<p>A case in which a teacher was accused of impregnating his pupil</p>	<p>1<sup>st</sup>: LPC  2<sup>nd</sup>: LPC and head teacher and a medical doctor  3<sup>rd</sup>: LPC; head teacher; District Education Officer (DEO)  4<sup>th</sup>: LPC</p>	<p>that the defendant (teacher) be arraigned in court to answer to the charges.</p> <p>2<sup>nd</sup>: A medical doctor ran pregnancy tests in the school and two more pupils were found to be pregnant.</p> <p>3<sup>rd</sup>: The matter was referred to the DEO. The DEO distanced himself from the case noting that the teacher was not a government employee. He had been recruited through the Parents-Teachers Association. The DEO referred the case back to the LPC and advised them to report such a matter to the police.</p> <p>4<sup>th</sup>: The LPC invoked the curse to identify the males responsible for the pregnancies of three pupils. Fearing the effect of the curse, two men came forward and begged the LPC for mercy. The one responsible for impregnating the pupil in question did not come forward. Supernatural power caused the death of the baby at birth, a sign that the teacher was not responsible for the pregnancy after all.</p> <p><b>Status:</b> According to the LPC, this was a peaceful settlement. However, the externalities associated with curses contravene various aspects of formal law, including the possibility of death.</p>
<p>LPC member and a primary school teacher</p>	<p>Olosho Iole Kaloi</p>	<p>The LPC member broke into and stole household items from the teacher's house when schools were closed</p>	<p>1<sup>st</sup>: LPC  2<sup>nd</sup>: LPC and head teacher  3<sup>rd</sup>: LPC, head teacher and the DEO</p>	<p>1<sup>st</sup>: The offender pleaded guilty and requested to be forgiven because he was drunk at the time of the incident. He agreed to replace the stolen items with new ones and to repair the head teacher's house after the damage caused. The LPC voted for his removal from office due to the offence.</p> <p>2<sup>nd</sup>: The offender requested more time to fulfil his earlier promise – an extension was granted.</p> <p>3<sup>rd</sup>: The offender ran away from the village never to be seen again. The committee advised the DEO and police to arrest him on sight for criminal procedure.</p> <p><b>Status:</b> The offender was still at large by the time I left the study area.</p>
<p>Kikuyu siblings</p>	<p>Mpeuti</p>	<p>A sister accused a brother of grabbing</p>	<p>1<sup>st</sup>: LPC  2<sup>nd</sup>: Human rights group  3<sup>rd</sup>: LPC and District Officer</p>	<p>1<sup>st</sup>: The LPC referred the case to a human rights group in the area</p> <p>2<sup>nd</sup>: The human rights group referred the case back to local peace committee, noting its own inability to understand local land matters.</p> <p>3<sup>rd</sup>: In a sitting presided by the LPC, the</p>

		land belonging to their mentally handicapped brother	(DO) 4 <sup>th</sup> : Human rights group 5 <sup>th</sup> : LPC and human rights group	<p>defendant pleaded guilty. The LPC secretary drew an agreement of the settlement, which was signed by all family members in presence of the DO who legitimized it.</p> <p>4<sup>th</sup>: Later on, the defendant approached the human rights group and accused his sister of intending to grab the land in question. The group requested assistance from the LPC regarding the new developments.</p> <p>5<sup>th</sup>: The committee warned the defendant against using malicious ways to try to evict his sister from the compound.</p> <p><b>Status:</b> The LPC was still monitoring the issue at the time of the study.</p>
Kisii and Luo tenants	Olosho Iole Kaloi	The tenants rented farmland from a Maasai. A fight ensued when the two disagreed over their boundary of their rented plots	1 <sup>st</sup> : LPC 2 <sup>nd</sup> : LPC	<p>1<sup>st</sup>: The defendant (Kisii farmer) did not show up for a meeting organized by the committee.</p> <p>2<sup>nd</sup>: After a second failed attempt, the committee wrote the defendant an eviction letter to vacate the village and the rented plot of land due to his bad behaviour – he complied, fearing a possible curse for disobeying the directive.</p> <p><b>Status:</b> Peaceful resolution</p>
<i>Nusu nusu</i> and a Maasai migrant	Mpeuti village	<i>Nusu nusu</i> (offspring of Maasai & Kikuyu) reported that a migrant Maasai had grabbed his land	1 <sup>st</sup> : District Officer (DO) 2 <sup>nd</sup> : LPC	<p>1<sup>st</sup>: The DO referred the case back to the jurisdiction of the LPC.</p> <p>2<sup>nd</sup>: The committee ordered the defendant to vacate land. Disputants signed a written agreement to the settlement in the presence of community members as witnesses. A copy of the signed agreement was sent to the DO.</p> <p><b>Status:</b> Peaceful resolution</p>
Kikuyu and Maasai neighbours	Mpeuti	The Kikuyu engaged in unauthorized logging on the Maasai neighbour's land	LPC	<p>The defendant admitted his guilt and the plaintiff demanded €500 as compensation. After negotiations chaired by the LPC, the defendant was ordered to reimburse the plaintiff's transport costs incurred attending to the matter in dispute, and to plant 100 trees on the defendant's land as replacement for the cut trees. The defendant was also ordered to care for the planted trees.</p> <p><b>Status:</b> Peaceful resolution – the neighbours are still friends</p>

Kikuyu household	Maiella trading centre	An unknown person stole households items	NKC	<p>The NKC initiated efforts to find the offender but were not successful. In this Kikuyu-dominated area, actors rarely invoke the influential curse to smoke out offenders.</p> <p><b>Status:</b> the offender was still at large by the time I left the study area.</p>
Kikuyu neighbours (women)	Maiella centre	Abusive words: The plaintiff told the chief that the defendant called her a “nothing” after a confrontation over livestock straying into each other’s farmland.	1 <sup>st</sup> : Chief 2 <sup>nd</sup> : Chief	<p>1<sup>st</sup>: The chief warned the defendant against use of abusive language 2<sup>nd</sup>: In a second hearing, the chief and elders advised the disputants to fence their land to prevent future problems.</p> <p><b>Status:</b> The chief requested the NKC of Maiella trading centre to monitor the situation</p>
A group of Kikuyu women	Kokoti	One women accused her six friends of badmouthing her	Chief	<p>The chief warned the defendants against use of abusive language. The secretary to the chief drew an agreement that was signed by all participants as a commitment not to repeat such an offence.</p> <p><b>Status:</b> settled</p>
Kikuyu teenage couple and the girl’s parents	Maiella centre	The girl eloped to live with her boyfriend. Later the parents traced her whereabouts to him and notified the chief	Chief	<p>The teenagers notified their parents that they were in love and did not want to end the relationship. The parents mutually agreed to allow them to marry.</p> <p><b>Status:</b> peaceful resolution</p>
Kikuyu disputants	Maiella	Purchase of a stolen table	1 <sup>st</sup> : Police (Maiella) 2 <sup>nd</sup> : Police (Maiella) 3 <sup>rd</sup> : Police (Maiella) 4 <sup>th</sup> : NKC and police (Maiella)	<p>1<sup>st</sup>: The defendant told police that she was not an accomplice to theft. She bought the table from the accused without confirming its actual ownership. She demanded reimbursement from the mother in-law of the seller (the plaintiff in this case) 2<sup>nd</sup>: Police persuaded the defendant to surrender the table to the plaintiff and promised to pursue her money from the seller – she surrendered the table 3<sup>rd</sup>: Police arrested the seller but released him after a while when no one showed up to his aid. His release, according to the police, would allow him to look for the money as opposed to his stay in their cells. One week later, offender disappears 4<sup>th</sup>: Suspecting mischief, the defendant reported the matter to her NKC who, after meeting with the police, agree to auction the seller’s household items to recover defendant’s money</p> <p><b>Status:</b> I left the study area before conclusion of this matter.</p>
Kisii tenant and a	Olosho lole Kaloi	Donkey beating	LPC	<p>The defendant (the Kisii tenant) begged for forgiveness from the plaintiff.</p>

Maasai neighbour				<b>Status:</b> Peaceful resolution
Kikuyu tenant vs. Maasai herder	Olosho Iole Kaloi	Herder-farmer conflict: The tenant drove the livestock to the police station at Maiella trading centre after he found them destroying his crops.	1 <sup>st</sup> : Police (Maiella) 2 <sup>nd</sup> : LPC	1 <sup>st</sup> : The police referred the case to LPC for possible resolution; 2 <sup>nd</sup> : After negotiations between LPC and disputants, the LPC ordered the defendant to pay monetary compensation for the loss  <b>Status:</b> settled peacefully
Maasai old woman and youth vs. community	Olosho Iole Kaloi	The confrontation involved an older woman whose appetite for sexual affairs with young men was getting out of hand	1 <sup>st</sup> : LPC 2 <sup>nd</sup> : LPC 3 <sup>rd</sup> : LPC 4 <sup>th</sup> : LPC	1 <sup>st</sup> : The officials warned the woman and her lovers to stop their immoral behaviour 2 <sup>nd</sup> : The second warning involved the threat of a curse if the offenders did not adhere to the advice of the committee 3 <sup>rd</sup> : The committee in solidarity with villagers pronounced the curse upon the offenders 4 <sup>th</sup> : The curse took effect: one offender begged for mercy after experiencing what villagers believed to have been supernatural punishment. Male youths of his age set revoked his curse through ritual re-pass. He then joined church service and dedicated his life to Christ and to the service of God. The older woman defied the orders of the committee, and her supernatural injuries still caused her a lot of pain during fieldwork.  <b>Status:</b> Peaceful settlement
Nusu nusu and a Maasai	Olosho Iole Kaloi	Nusu nusu (offspring of Maasai & Kikuyu) farmer brought a truck to carry food produce from her farm. A Maasai neighbour denied the driver access through his farm, which was the only way to access the farm.	LPC	The LPC convened a meeting to resolve the standoff. After deliberations, they urged the Maasai to exercise good neighbourliness, as was the norm during harvesting periods. Eventually the committee resolved the deadlock without any payment of fees  <b>Status:</b> Peaceful resolution
Kikuyu tenant and a Kisii tenant	Olosho Iole Kaloi	Debt	1 <sup>st</sup> :LPC 2 <sup>nd</sup> :LPC 3 <sup>rd</sup> : Police (Maiella)	1 <sup>st</sup> : The defendant insisted that he already repaid the debt by working on the plaintiff's land but the latter denied the allegations. The committee told the disputants to present evidence or witnesses to support their case 2 <sup>nd</sup> : The plaintiff brought a handwritten agreement which was quickly faulted by defendant and null and void. The committee demanded for more evidence but none was forthcoming. 3 <sup>rd</sup> : The plaintiff decided to take the matter to the police. After a series of payments of police bribes to sustain their cases, the disputants mutually agreed to drop the case after suffering

				serious transaction costs that already superseded the initial debt  <b>Status:</b> peaceful settlement
<i>Nusu nusu</i> and a Maasai neighbour	Olosho Iole Kaloi	Boundary dispute: The plaintiff was a member of the LPC. The <i>nusu nusu</i> is offspring of Maasai and Kikuyu	LPC	The committee sought the services of a surveyor to realign the boundary. The plaintiff was found guilty of similar offences and members unanimously voted to remove him from office  <b>Status:</b> Peaceful settlement
Kikuyu and Kamba (women)	Olosho Iole Kaloi	Fight over a man (both women rent farmland in the village)	1 <sup>st</sup> : Police (Maiella) and LPC 2 <sup>nd</sup> : Police (Maiella) 3 <sup>rd</sup> : Police (Maiella)	1 <sup>st</sup> : The committee and police ordered the defendant to settle an outstanding hospital bill for the injuries she caused to the plaintiff 2 <sup>nd</sup> : There was a repeat of confrontations thereafter and police arrested the defendant and her husband whom the women were fighting over 3 <sup>rd</sup> : The plaintiff requested police to pardon the two and to release them; she paid their bond for release and withdrew the case against them  <b>Status:</b> Peaceful resolution
<i>Nusu nusu</i> vs. Maasai neighbour (women)	Mpeuti	These neighbours fought over grazing in each other's land ( <i>Nusu nusu</i> is offspring of Dorobo & Maasai)	LPC	The committee refereed the women back to their husbands and warned them not to present similar grievances without passing them through their husbands for possible resolution  <b>Status:</b> the committee assumed that the matter was put to rest when it did not resurface
Son and his stepmother	Mpeuti	The man did not want to recognize his father's second wife as the heir to family property although she already had children (sons) with the dead husband	LPC	Before the burial of the household head, the committee sought the services of a surveyor to subdivide the land (16 acres) equally between the wives. Officials also supervised fencing of the two parcels. They directed youth to dig a grave for the dead man on the boundary of the two plots of land as a permanent marker that subdivides the two households. The committee then threatened the defendant with a curse if he insulted or mistreated his stepmother.  <b>Status:</b> the matter did not resurface
Kikuyu couple	Mpeuti	Marital dispute The wife found out that the husband was having an affair with a Turkana woman. She claimed that the husband was mistreating her and beating her up so that she could leave the home, in order	1 <sup>st</sup> : LPC 2 <sup>nd</sup> : LPC	1 <sup>st</sup> : The committee warned the man not to mistreat his wife and to respect his marriage 2 <sup>nd</sup> : Things got worse. The man decided to divorce his wife for the Turkana lover who allegedly began to beat him up over alcoholism. Attempts to initiate dialogue between the first wife and the husband failed.  <b>Status:</b> Villagers said that the man and his Turkana lover disappeared to Turkana

		to pave the way for the new lover		(northern Kenya) and have not been seen since. With the help of the committee, the first wife became the custodian of the man's land.
Maasai couple	Ol tepesi le Parsimei	The wife lost money for shopping and was afraid to tell the husband in person. She asked for help to do so from a male age mate of the husband	Age mates ( <i>emerues</i> )	The age-mate of the husband accompanied her to the husband and explained that she had lost the money. He then apologized on her behalf and promised to pay the lost money if the husband promised not to punish the wife.  <b>Status:</b> peaceful resolution
Maasai couple	Ol tepesi le Parsimei	Marital dispute and the wife ran to the husband's male age-mate	Age-mates ( <i>emerues</i> )	The age-mate of the husband took the wife back home. He listened to complaints from both sides and found both of them guilty. He then warned them against bringing shame to the group in the form of unstable marriages.  <b>Status:</b> Peaceful resolution
Maasai youths	Ol tepesi le Parsimei	Fight	1 <sup>st</sup> : An elder 2 <sup>nd</sup> : Youth age-mates	1 <sup>st</sup> : The elder found them fighting and stopped the fight and settled the matter 2 <sup>nd</sup> : Age-mates of the two called them for a meeting and warned them to stop spoiling the group's loyalty by appearing as a divided lot in the eyes of the villagers.  <b>Status:</b> Peaceful resolution
Kamba pupil and a Maasai youth	Ol tepesi le Parsimei	A case of teenage pregnancy	1 <sup>st</sup> : Age-mates 2 <sup>nd</sup> : Age-mates 3 <sup>rd</sup> : Age-mates 4 <sup>th</sup> : Age-mates	1 <sup>st</sup> : Age-mates ordered the Maasai youth to marry the teenager 2 <sup>nd</sup> : The age-mates proceeded to seek blessing for a marriage from the teenager's parents but her father rejected the request. 3 <sup>rd</sup> : The age-mates resolved to slaughter a sheep for the teenager when she gave birth, according to custom; they also asked the one responsible for the pregnancy to find €50 to give the teenager's parents for child support 4 <sup>th</sup> : After the baby was born, the age-mates slaughtered a ram for the mother and contributed €100 from themselves and gave it to her parents; They still hoped that the father would allow the two to marry.  <b>Status:</b> possible peaceful resolution through marriage
Maasai youth	Ol tepesi le Parsimei	An age-mate was accused of stealing green maize cobs	1 <sup>st</sup> : Age-mates 2 <sup>nd</sup> : Age- mates and LPC	1 <sup>st</sup> : The age-mates summoned the offender for questioning but he did not show up for the meeting. He disappeared altogether from the village 2 <sup>nd</sup> : Later on, his age-mates "arrested" him in a distant town. They brought him home and convened a meeting with the LPC. The committee threatened him with a curse if he repeated the offence.

				<p>Each committee member gave him a sheep with which he could build his herd – a sign of reincorporation into the society</p> <p><b>Status:</b> Peaceful resolution</p>
<p>Youths (Kikuyu and Maasai)</p>	<p>OI tepesi le Parsime</p>	<p>Fight</p>	<p>1<sup>st</sup>. Police (Maiella) 2<sup>nd</sup>: LPC</p>	<p>1<sup>st</sup>: After police recorded statements from the plaintiff, the LPC requested them to refer the matter to the institution (to be handled at the household level). The police granted the request</p> <p>2<sup>nd</sup>: After discussions, the LPC agreed that the defendant would reimburse the plaintiff with transport and hospital expenses incurred in pursuit of medical care after suffering injuries during the fight. In addition to this settlement, the defendant gave the plaintiff a female sheep to “pay” for the blood lost in the fight. This was a sign that the defendant deeply regretted his action and was willing to begin a new journey of close friendships with the plaintiff</p> <p><b>Status:</b> Peaceful resolution; The female sheep transferred to the plaintiff in the form of a settlement had just given birth. Therefore, the plaintiff received two sheep. Within a short period, the sheep had quadrupled – In this village, such gesture symbolizes continuity of friendship</p>
<p>Maasai herder and Kikuyu tenant</p>	<p>OI tepesi le Parsime</p>	<p>Herder-farmer dispute</p>	<p>LPC</p>	<p>Livestock belonging to the Maasai herder strayed into the tenant’s farm and destroyed crops. The LPC convened at meeting and resolved that the defendant would pay some monetary compensation for the loss. Additionally, the defendant gave the plaintiff a female sheep. In this case, the blood of the sheep symbolized a long-term bond of friendship between the disputants after the settlement</p> <p><b>Status:</b> Peaceful resolution</p>
<p>Luhya couple in a Maasai territory</p>	<p>OI tepesi le Parsime</p>	<p>Domestic fight</p>	<p>1<sup>st</sup>: Police 2<sup>nd</sup>: LPC</p>	<p>1<sup>st</sup>: The wife accused the husband of selling produce and using the money to pay harlots for sex. The husband, who did not deny this accusation, told the police that her wife was very abusive. The LPC (made up of Maasai) went to the police and requested them to refer the case to them because the couple had rented farmland in their village, thus making them subject to the institution’s jurisdiction. The police granted the LPC the request</p> <p>2<sup>nd</sup>: After heated exchange of accusations between the couple, the LPC found the</p>

				<p>woman guilty of disrespecting the husband and warned her with forceful eviction from the village if she repeated her offence. They advised the wife to be submissive to the husband. The husband apologized to the elders for airing their dirty linen in the public and promised them that he would deal with such private issues seriously</p> <p><b>Status:</b> Peaceful settlement. There was no further mention of this matter and the couple continued to farm in the rented plot of land</p>
Maasai landlord and two Kikuyu tenants	OI tepesi le Parsime	The tenants paid leasehold money for the same piece of land on different occasions. A dispute emerged when they both met at the farm ready to prepare it for planting	LPC	<p>In this case, the LPC convened a meeting at the Maasai landowner's home. He was put to task to explain the confusion surrounding the leasehold arrangement and was found guilty of inciting a dispute between two unsuspecting land-seeking clients. The LPC directed the landowner to reimburse the tenant who came second and the matter was put to rest.</p> <p><b>Status:</b> Peaceful settlement</p>
Maasai neighbours	OI tepesi le Parsime	Land boundary dispute	LPC	<p>The LPC convened a meeting at the disputed boundary area. In attendance was the area surveyor, who realigned the boundary. The two neighbours met the cost of realignment of the boundary</p> <p><b>Status:</b> Peaceful resolution</p>
Maasai men	OI tepesi le Parsime	A man suffered an injury at work due to his colleague's negligence	LPC	<p>In a meeting convened at the defendant's home, the LPC resolved that he would reimburse the hospital bill and motorbike transport expenses incurred by the plaintiff during the period of medication. For the blood lost due to the injury, the defendant agreed to give his colleague two female sheep as compensation and as a sign of continuation of friendship</p> <p><b>Status:</b> Peaceful resolution</p>
Kikuyu neighbours	Chief camp (Maiella trading centre)	Land boundary dispute	Chief and elders	<p>The chief and elders advised the neighbours to seek the services of a surveyor, with whom they realigned the boundary. The plaintiff paid the costs of realignment</p> <p><b>Status:</b> Peaceful settlement</p>
Two Kikuyu women	Chief camp (Maiella trading centre)	Abusive words: the women exchanged bitter words during a market day	Chief and elders	<p>The defendant pleaded guilty and asked for forgiveness. The chief and elders warned her against a repeat of the offence as it amounted to a defamation case.</p> <p><b>Status:</b> settled</p>
Kikuyu couple	Chief camp (Maiella trading centre)	Domestic fight	Chief and elders	<p>This was a first incident of a domestic fight involving the couple. The chief warned the husband against wife battering and reminded him that it was contrary to the</p>

				<p>rights of women. The couple was encouraged to communicate rather than fight over their misunderstandings. The wife forgave the husband and they signed an agreement prohibiting them from repeating their mistake</p> <p><b>Status:</b> There was no repeat of this matter</p>
Kikuyu couple	Chief camp (Maiella trading centre)	Domestic fight	<p>1<sup>st</sup>: Chief and elders  2<sup>nd</sup>: In-laws  3<sup>rd</sup>: Chief and elders</p>	<p>1<sup>st</sup>: The chief and elders referred the case to the in-laws  2<sup>nd</sup>: The wife ran to her parents after unsuccessful negotiations  3<sup>rd</sup>: The wife filed a case at the chief's office demanding child support from her husband. The chief and elders directed the husband to pay child support money at a weekly rate of €8, to be collected from chief's office every Friday</p> <p><b>Status:</b> The husband was still adhering to the settlement at the time of fieldwork</p>
Kikuyu couple	Chief camp (Maiella trading centre)	Domestic fight	Chief and elders	<p>The wife demanded separation but the husband pleaded with the chief not to grant her the request. According to the husband, the wife already had another lover and could possibly use the separation as an excuse to live with the alleged lover. The chief and elders directed the couple to separate for a week and report thereafter. After this separation, the wife still demanded more time. The chief added another two weeks of separation. After two weeks and unsuccessful discussions between the couple and their in-laws, the chief directed them to stay away from each other indefinitely. The woman demanded to take her children, promising to care for them, and requested the chief to put the husband to task over regular payment of child support money. The chief granted her the request for custody of the children and advised the husband to comply with the law by supporting his children</p> <p><b>Status:</b> Family break-up</p>
Kikuyu women	Chief camp (Maiella trading centre)	The plaintiff said that the defendant spread rumours that she was HIV positive because she was earlier dating a man whose death villagers linked to AIDS.	Chief and elders	<p>According to the chief, no medical tests had been conducted to ascertain if the plaintiff was indeed HIV positive or if the deceased lover died of the disease. Even so, the defendant had no right to spread such rumours. The defendant was threatened with a defamation case if she continued to spread the rumours</p> <p><b>Status:</b> There was no repeat of this matter</p>
Kikuyu man and his lover	Chief camp (Maiella trading centre)	The man promised to marry the woman but upon	Chief and elders	<p>The chief and elders directed the disputants to ascertain the paternity of the baby through a DNA test. If the DNA test proved</p>

	trading centre)	impregnating her, he decided to find another woman. He claimed that perhaps the child was not his		that the man was the child's biological father, the chief advised him to prepare to care for the child as prescribed by the law. In the event that there was no match in the DNA, the woman was directed to reimburse the man with all costs incurred in doing the tests. The disputants signed a written agreement in the presence of their friends who came to witness the proceedings  <b>Status:</b> the matter had not been concluded by the time I left the study area
Kikuyu couple	Chief camp (Maiella trading centre)	Domestic fight	Chief and elders	After the fight, the wife reported the matter to the chief. The chief summoned the defendant, who quickly demanded a divorce. A shocked wife pleaded with the chief to be allowed time within which she would return with a decision. The chief and elders told the wife to return to her parents with her four young children until she made a decision about the divorce. The couple had been in similar disputes before. In the meantime, the chief directed the husband to support the children  <b>Status:</b> ongoing
Two Kikuyu tenants and a Maasai landlord	Chief camp (Maiella trading centre)	The tenants unknowingly rented the same plot of land from the Maasai landowner of Enoosupukia. A dispute emerged between the two tenants over access and user rights to the land. One tenant threatened the other with death.	Chief and elders	In this case, the chief and elders did not involve the landowner, although he was at the centre of the dispute. Instead, they directed the tenant who paid his tenancy fees first to use the farm. The other was directed to initiate proceedings to recover his money from the landlord and to report any possible problem to the police  <b>Status:</b> Settled – there was no repeat of this matter
Step-brothers and sisters (Kikuyu)	Chief camp (Maiella trading centre)	A sister sold family land without consulting her brothers	Chief and elders	The disputed land was initially a property of the Ng'ati Cooperative Society. The chief and elders referred this case to the society officials for possible resolution  <b>Status:</b> ongoing
Kikuyu step-brothers	Chief camp (Maiella trading centre)	The dispute emerged after the directors of Ng'ati Farmers' Cooperative Society sold a portion of Ng'ati farm (see Case 12 on Narasha farm) to a government parastatal and distributed some money to the members. In this case, a step-brother	Chief and elders	The defendants (the three brothers) requested the chief and elders to refer the case "back home" (at the household level) and promised to share the money equally – their request was granted on condition that they also involved their grandmother to supervise the distribution of the money. All participants signed a written agreement to this effect.  <b>Status:</b> unknown – There was no repeat of this matter

		feared that his three brothers (born of a deceased mother) would gang up against him and consume all the money. He demanded to receive an equal share		
Kikuyu siblings	Chief camp (Maiella trading centre)	The dispute emerged after the directors of Ng'ati Farmers' Cooperative Society sold a portion of Ng'ati farm (see Case 12 on Narasha farm) to a government parastatal and distributed some money to the members. In this case, the elder brother received €4.150 on behalf of the family. However, according to a younger brother (the plaintiff) the elder brother insisted that he only received €150 and not €4,150. The siblings demanded clarity on the matter and an equal share of the money	Chief and elders	The defendant requested the chief and elders to refer the case back home, promising that he would share the €4,150 equally among the five siblings – the request was granted and the chief demanded a report on the outcome of the matter.  <b>Status:</b> Peaceful settlement – the matter was put to rest following amicable distribution of the disputed money
Kikuyu couple after separation	Chief camp (Maiella trading centre)	The wife accused the husband for failing to support his five children. In his defence, the husband insisted that the wife should not have taken the children if she did not have the ability to provide for them	Chief and elders	The chief and elders reminded the husband of his obligation to pay school fees and upkeep for the children despite the broken marriage. After discussions, the wife agreed to return the children to the husband for schooling. The chief ordered him to allow the wife to visit the children during daytime and for the children to visit their mother whenever they wished to do so. The couple signed an agreement document after the settlement  <b>Status:</b> peaceful settlement
Father and son (Maasai)	Chief camp (Maiella trading centre)	The son claimed that the father loved his elder brother more than him. The plaintiff feared that the father would pass all family	Chief and elders	The chief and elders ordered the father to seek the services of a surveyor to subdivide the land equally to both sons on a specified date. The matter relating to hatred of the plaintiff, the chief and elders referred to Maasai elders for possible resolution. All participants signed a written agreement to this effect

		property (especially land) to the brother		<b>Status:</b> Unknown – There was no repeat of this matter
Father and son (Kikuyu)	Chief camp (Maiella trading centre)	The dispute emerged after the directors of Ng’ati Farmers’ Cooperative Society sold a portion of Ng’ati farm (see Case 12 on Narasha farm) to a government parastatal and distributed some money to the members. In this case the son knew that his father had received the money from his shares of farm. The son demanded to have his share of the money.	Chief and elders	The chief and elders ordered the father to share the money with the son because the land sold was his rightful inheritance. The disputants signed an agreement after the settlement  <b>Status:</b> Unknown – There was no repeat of this matter
A man and his barren wife (Kikuyu)	Chief camp (Maiella trading centre)	The barren wife claimed that the husband sold food produce and gave all the money to the second wife. She demanded to be respected as a member of the family despite her condition	Chief and elders	The chief and elders assisted the family to initiate a process to subdivide the land and other family property to both wives. The properties included livestock and utensils. Family members then signed an agreement after the settlement  <b>Status:</b> Unknown – There was no repeat of this matter
Tenant and landlord (Kikuyu)	Chief camp (Maiella trading centre)	Land rental debt of €7. After failing to settle the debt, the landlord evicted the tenant from the farm hoping to sell his produce to recover the money	Chief and elders	The chief and elders directed the tenant to clear debt on a specified date. The matter of prolonging his leasehold period was left at the discretion of the landlord. They both signed an agreement to that effect  <b>Status:</b> Peaceful settlement – the tenant cleared the debt as directed and was allowed to harvest his crops. However, the landlord did not renew his tenancy contract
Kikuyu family	Chief camp (Maiella trading centre)	The dispute emerged after the directors of Ng’ati Farmers’ Cooperative Society sold a portion of Ng’ati farm (see Case 12 on Narasha farm) to a government parastatal and distributed some	Chief and elders	The matter began with accounting for all the money that had been used on family-related affairs. The chief and elders ordered the defendant share the balance equally among the 14 siblings. They all signed an agreement, which was sanctioned by four witnesses (neighbours) and the chief  <b>Status:</b> No further complaint was brought to the chief

		money to the members. This family received €4,150 as compensation for their share of the land. A brother received the money on behalf of the family members but he kept it for himself. The other 14 siblings reported the matter to the chief and demanded an equal share of the money.		
Kikuyu couple	Chief camp (Maiella trading centre)	The man married a woman with four children but they divorced after a few years. Later on, the woman demanded a share of the household items bought when she was living with the man	Chief and elders	The disputants enlisted all properties including utensils and furniture before the chief and his elders who oversaw the distribution of the disputed items between the couple. Disputants then put thumbprints on an agreement binding them from interfering with each other's lives.  <b>Status:</b> Settled – There was no repeat of this matter
Kikuyu family	Chief camp (Maiella trading centre)	A household head fell sick and his sons demanded to share his property as inheritance. However, because their father was still ill, one of the sons hid the land title deeds, prompting an angry reaction from his brothers. Their grandfather also refused to reveal whether his son had other properties	Chief and elders	The matter began with a listing of all family members and the chief and elders demanded the title deeds from the son – which he produced. They then initiated the process of subdividing all properties equally amongst the deserving siblings. The case was witnessed by nine neighbours, who also signed and put thumb prints on a written agreement in honour of the settlement  <b>Status:</b> Settled – There was no repeat of this matter
Kikuyu family	Chief camp (Maiella trading centre)	Dispute over land	Chief and elders	The argument over land subdivision had lingered in the family for a long time. When the siblings appeared before the chief and elders, the eldest son requested them to have the matter handled by a court of law – the request was granted and the family members signed a written agreement to signify that they were all pleased with the decision.  <b>Status:</b> Unknown
Kikuyu wife vs. Maasai husband	Chief camp (Maiella trading centre)	The Wife accused the husband of having extramarital affairs; she demanded a divorce	1 <sup>st</sup> : Chief and elders 2 <sup>nd</sup> : Maasai <i>Nyumba Kumi</i> officials of	1 <sup>st</sup> : The matter first appeared before the chief and his elders but the <i>Nyumba Kumi</i> of Nkampani requested the latter to refer the matter to them to be handled “at home” – the request was

	and Nkampani village		Nkampani village	<p>granted</p> <p>2<sup>nd</sup>: Maasai <i>Nyumba Kumi</i> officials convened a meeting and put pressure on the Kikuyu wife not to leave her husband. However, she insisted that she would only remain with him if he promised no future communication with the alleged lover. She also requested the committee to demand of the husband to desist from his habit of coming home late in the night</p> <p><b>Status:</b> Peaceful settlement; there was no separation after all</p>
Kikuyu couple	Chief camp (Maiella trading centre)	After a domestic fight and separation, the wife demanded compensation for weeding the husband's farm before the separation	Chief and elders	<p>The disputants counted the number of days of work that the plaintiff spent on the farm. They accounted for ten days and the chief ordered the husband to compensate the wife with €2.50 for every day worked, just as he would have paid a farm labourer for the same work. The disputants put thumb prints on a written agreement binding them from interfering with each other's' lives until they and their in-laws resolved the matter in dispute</p> <p><b>Status:</b> Peaceful settlement</p>
Kikuyu women	Chief camp (Maiella trading centre)	The plaintiff alleged that the defendant wished that something bad would happen to her children	Chief and elders	<p>The chief and elders took the words uttered by the defendant as a curse and warned her against the offence. The defendant apologized. The disputants put thumb prints on written agreement in honour of the settlement</p> <p><b>Status:</b> peaceful settlement</p>
Maasai man and Kikuyu woman	Chief camp (Maiella trading centre)	The Maasai man who lives outside the study area impregnated the Kikuyu woman from Maiella; the Kikuyu woman then demanded money for child support	Chief and elders	<p>The Maasai man agreed to raise the child and promised to support the mother. The chief and elders reminded him that it was against the law not to care for one's children. They then signed an agreement</p> <p><b>Status:</b> The Maasai man was still caring for the child at the time of fieldwork</p>
Kikuyu couple	Chief camp (Maiella trading centre)	After a divorce, the wife accused the husband of not caring for his children, which were in the custody of their mother	Chief and elders	<p>In his defence, the husband questioned the circumstances, which led the wife to take their children, yet she was unable to provide for them. After an unsuccessful discussion about the custody of children, the matter was postponed.</p> <p><b>Status:</b> Unknown</p>
Kikuyu youth self-help group	Chief camp (Maiella trading centre)	Members accused the group chair for not calling them for meetings in which group activities are discussed. Some alleged of	Chief and elders	<p>The group chair apologized and promised to invite all members to a meeting to take stock of their investments. During the meeting, the members accounted for their savings and properties (a few sheep and a farm). The chief and elders directed the officials to convene similar meetings on</p>

		misappropriation of the group's savings		regular basis. All members present signed a written agreement.  <b>Status:</b> Peaceful resolution
Kikuyu family	Chief camp (Maiella trading centre)	The disputed involved four brothers over ownership of their father's two acres of land	Chief and elders	The chief and elders set a date for subdivision of the land equally among the four brothers. This settlement was sanctioned with a signed agreement  <b>Status:</b> Peaceful settlement; the land was subdivided later on
Kikuyu couple	Chief camp (Maiella trading centre)	Domestic fight: The wife complained that the husband had developed a habit of chasing her and the kids from the house whenever he came home with meat so that he could cook it and enjoy it alone.	1 <sup>st</sup> : Chief and elders 2 <sup>nd</sup> : Chief and elder 3 <sup>rd</sup> : In-laws	1 <sup>st</sup> : In defence, the husband said that his wife did not cook for him because he always came home late, perhaps from another lover. The wife demanded a year of separation. The husband pleaded with the chief not to grant the request, fearing she would find another husband. The chief and elders ordered the couple to separate for two weeks and to report back thereafter; 2 <sup>nd</sup> : After two weeks, the wife remained steadfast with her request. The chief and elders referred the case to the in-laws for possible resolution; 3 <sup>rd</sup> : The in-laws settled the matter and the wife decided to stay with her husband  <b>Status:</b> Peaceful settlement
Kikuyu lovers	Chief camp (Maiella trading centre)	After impregnating a woman, the boyfriend did not want anything to do with her. He stopped answering her phone calls or replying to her text messages. This angered the woman, who decided to pursue child support through the area chief	Chief and elders	The chief and elders took the boyfriend to task. He pleaded for mercy and promised to care for the child. It was agreed that he would pay €20 every 3 <sup>rd</sup> of the month for child support. The chief appointed the woman's grandmother (her guardian) to receive the money henceforth that the defendant would bring to the chief's office every month.  <b>Status:</b> payment is ongoing
Kikuyu couple	Chief camp (Maiella trading centre)	The wife accused the husband of having an ongoing tendency to demand money for beer from her, and that he was unable to support the family	Chief and elder	In this meeting at the chief's office, the wife demanded separation. She also demanded a share of the produce in a one-acre field. The chief and elders directed the two to separate temporarily and the food produce to be subdivided between them. They signed an agreement to this effect.  <b>Status:</b> The result was a separation
Kikuyu mother and son	Chief camp (Maiella trading centre)	The mother complained that her son had rented 6 acres of land to five Kikuyu tenants without her consent and that he had consumed €200	Chief and elders	After discussions, the chief and elders allowed the tenants (who were present as witnesses) to continue cultivating their rented plots of land. They also warned the son not to lease the land unless given consent by the mother. All disputants signed a written agreement, which was sanctioned by the chief

		collected from the tenants. The mother wanted to terminate all activities of the tenants		<b>Status:</b> Peaceful settlement
Kikuyu in-laws	Chief camp (Maiella trading centre)	The bride's parents complained that their son-in-law did not bring them gifts to show respect when he visited their home. On one occasion he did not buy them drinks at the market to quench their thirst, a sign that was interpreted as disrespect.	Chief and elders	The chief and elders found out that the bride's parents no longer supported the marriage of their daughter to the groom's family. The chief directed the in-laws to convene a meeting and to iron out their patient issues for possible resolution.  <b>Status:</b> Unknown – There was no repeat of this matter
Kikuyu tenant vs. Kikuyu landlord	Chief camp	The landlord complained that the tenant had persistently refused to settle a leasehold debt of €10. She blocked the tenant from accessing the land, which prompted a serious confrontation	Chief and elders	The chief and elders ordered the tenant to pay the debt, and an extra €7.50 as a fee to allow him to stay on the rented plot of land until the time for harvesting his crops. The two signed a written agreement to settle the debt and to terminate the leasehold arrangement in due course.  <b>Status:</b> Settled
Kikuyu in-laws	Chief camp (Maiella trading centre)	The bride's parents complained that when their daughter eloped, the groom's parents did not inform them that she was with their son. They also alleged mistreatment of their daughter – which, according to them, led their daughter to contemplate suicide.	Chief and elders	The bride refuted her parent's allegations and insisted that she was in good health and in marriage. Having attained the legal age of marriage (over 18), the chief and elders allowed the couple to follow their wishes and to invite their parents to negotiate bride wealth.  <b>Status:</b> There was no repeat of this matter
Kikuyu brother-in-law vs. Maasai brother-in-law	Chief camp (Maiella trading centre)	The dispute related to bridewealth. The Maasai brother-in-law told the chief that the Kikuyu cursed his livestock with death and infertility and wished his daughter's bridewealth to be a dog	Chief and elders	The Kikuyu brother-in-law was not happy with the marriage of his sister to the Maasai and especially on the bride price paid. The chief and elders found the Kikuyu guilty of interfering with the couple and was warned to desist from such behaviour. The Kikuyu signed a written agreement, while the Maasai put a thumbprint to stand for a signature.  <b>Status:</b> Settled
Kikuyu brothers	Chief camp (Maiella trading centre)	The dispute was over crop produce on an acre land. The brothers disagreed whether to sell the produce and share	Chief and elders	To avoid future confrontations, the chief and elders directed the family to hire the services of a surveyor to subdivide the land equally to all deserving family members.  <b>Status:</b> Settled

		the money to store it as food for their siblings		
Kikuyu couple	Chief camp (Maiella trading centre)	The couple quarrelled over their son's school fee balance of €95. The mother paid €20 hoping that the husband would clear the rest of the money after selling crop produce worth €200 – he did not. Instead, he disappeared from home, leaving a devastated wife and son.	Chief and elders	The chief summoned the husband and authorised him to clear the balance immediately and to send their son back to school – he complied.  <b>Status:</b> Settled
Kikuyu neighbours	Chief camp (Maiella trading centre)	Abusive words: A neighbour tied her goat on a neighbour's land without her consent and the angry neighbour called her a harlot	Chief and elders	The chiefs and elders found out that land was the cause of the problem. They directed the neighbours to fence their land to avoid future confrontations. The disputants then signed a written agreement  <b>Status:</b> This matter was settled and did not resurface
Kikuyu women	Maiella trading centre	Abusive words: The plaintiff complained that the defendant called her a harlot and an uncircumcized bitch, and claimed she was HIV+	1 <sup>st</sup> : <i>Nyumba Kumi</i> 2 <sup>nd</sup> : <i>Nyumba Kumi</i>	1 <sup>st</sup> : The defendant said that the plaintiff was secretly eyeing her husband. Nyumba Kumi officials warned the defendant not to repeat the offence; 2 <sup>nd</sup> : Later that day, the defendant followed the plaintiff to her home and challenged her to a fight – The latter reported the matter to her <i>Nyumba Kumi</i> , which convened a meeting and threatened to involve the police in the case if the disputants failed in settling their grievances.  <b>Status:</b> There was no repeat of this matter
Kikuyu women	Chief camp (Maiella trading centre)	Wife sharing: The wife complained to her mother-in-law that the son was not meeting her conjugal rights. While contemplating on the way forward, the son's wife told the mother-in-law that one of her best friend's husbands was willing to attend to her sexual needs and that the friend was in support of the arrangement. Later on, her husband got wind of	Chief and elders	The wife told the chief that people were accusing her of being a lesbian because her husband had spread rumours that she was having sexual affairs with her woman friend. She wanted the husband to stop spreading such rumours and perhaps focus on finding ways to satisfy her sexually. This case was the first of its kind. The chief and elders were perplexed and did little to find a solution. They advised the couple to desist from talking about immoral behaviours and especially those that relate to wife-sharing and lesbianism, which was unheard of in the area.  <b>Status:</b> There was no further mention of this matter

		the matter and his alleged investigations led to the spread of rumours.		
Kikuyu couple	Chief camp (Maiella trading centre)	After 6 months of separation, a mother demanded to be given her 3 children by the husband. She claimed that she was ready to care for them with the help of her mother. She also demanded her share of household items	Chief and elders	<p>The chief and elders noted that the young children did not relate well to their mother due to her prolonged absence. The chief and elders resolved that the children would remain in custody of their father. It was agreed that the mother would visit her children only in the daytime, and the father was asked to allow the children to visit their mother freely. They both signed a written agreement, which was sanctioned by the chief.</p> <p><b>Status:</b> Settled</p>
Kikuyu women	Chief camp (Maiella trading centre)	Abusive words: The plaintiff alleged that the defendant called her a witch	Chief and elders	<p>A witness who was called to substantiate the matter refuted the accusations made by the plaintiff. The chief and elders warned the two women, who later signed a written agreement "binding" them against future behaviour.</p> <p><b>Status:</b> There was no repeat of this matter</p>
Kikuyu women	Chief camp	Abusive words: The plaintiff claimed that the defendant called her a harlot	Chief and elders	<p>It was revealed that the exchange of abusive words resulted from earlier competition over a man. The defendant apologized. They both signed a written agreement prohibiting them from future related behaviour.</p> <p><b>Status:</b> There was no repeat of this matter</p>
Kikuyu tenant vs. landlord	Chief camp (Maiella trading centre)	The tenant rented 3 acres of land on credit and promised to pay on a later date. He later leased the land to another 6 tenants and went into hiding without having cleared his debt.	Chief and elders	<p>When the defendant resurfaced after a while, the landlord reported the matter to the chief and elders. The defendant was summoned to the chief camp. After deliberations, the chief and elders set dates for repayment of the debt and the culprit was warned with a possible jail term if he failed to comply. The disputants signed a written agreement to that effect.</p> <p><b>Status:</b> The defendant cleared the first instalment in early 2015 and was expected to clear the second and final instalment in due course.</p>
Kikuyu tenant vs. landlord	Chief camp (Maiella trading centre)	Debt on leasehold; The tenant leased land on credit and did not pay the money as agreed. After several failed attempts to persuade him to settle the debt, the landlord decided to	Chief and elders	<p>The tenant promised to pay the debt. The chief and elders set a time to allow the defendant to clear the debt. This was later followed by a signed agreement, which was sanctioned by the chief.</p> <p><b>Status:</b> I found out that the defendant paid the debt as agreed. However, the landlord was not willing to extend the leasehold agreement beyond</p>

		escalate the matter further, taking it to the authorities		the specified time.
Kikuyu tenant vs. landlord	Chief camp (Maiella trading centre)	Leasehold dispute: A female tenant claimed that she had rented and cultivated an acre of land for over 14 years. She accused the landlord for initiating plans to evict her from the land when he leased the land to someone else without her consent. The new tenant then destroyed her Irish potatoes, sparking a heated dispute	Chief and elders	After hours of discussion, the chief and elders found the landlord guilty and demanded that he paid the plaintiff €5 for her loss and to allow her to terminate her leasehold on a specified date. The disputants signed a written agreement to this effect.  <b>Status:</b> Peaceful settlement
Kikuyu brothers	Chief camp (Maiella trading centre)	One brother harvested and sold timber worth €200 from the family land and consumed the money alone. The other three brothers reported the matter and demanded their share of the money	Chief and elders	The chief and elders advised the disputants to arrange for land subdivision with the area surveyor in order to stop future cases.  <b>Status:</b> I left the study area when arrangements to subdivide the family land were underway.
Kikuyu orphans	Chief camp (Maiella trading centre)	A man refused to care for his two brothers, one of whom is mentally handicapped	Chief and elders	The defendant claimed that the two brothers denied him user rights to their portions of land, which would have otherwise enabled him to provide food for them. The two brothers feared that the defendant would use their land to benefit himself. The chief and elders advised the disputants and other family members to convene a meeting and discuss the way forward.  <b>Status:</b> There was no further communication on this matter.
Kikuyu siblings	Chief camp (Maiella trading centre)	In this case, a woman accused her brother of calling her a thief because he suspected that she had been stealing firewood from his portion of land. The brother then burnt down a portion the sister's land	Chief and elders	There was no evidence to convict the sister. The chief and elders warned the brother against his behaviour and advised the family to live peacefully  <b>Status:</b> There was no repeat of this matter (in dispute)

(Source: field data, 2014)